

In-Person and Remote Access via Zoom:

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

| | <i>Pg #</i> | <i>Presenter</i> |
|-------------------------------------------------------------------------------------------------------|-------------|--------------------------|
| 1. Call to Order | | Mayor Fitzsimmons |
| 2. Public Hearing: FY 2022-2023 Budget | 2 | Town Manager Coffey |
| 3. Public Hearing: Conditional District for Duke Energy Substation | 17 | Planning Director Eller |
| 4. Public Hearing: Code Amendment – Solar Collectors, Sidewalk Waivers, Technical Change | 39 | Planning Director Eller |
| 5. Approval/Adjustments to the Agenda | | Mayor Fitzsimmons |
| 6. Consent Agenda | | Town Manager Coffey |
| A. April 25, 2022 Town Council Regular Meeting Minutes | 47 | |
| B. May 14, 2022 Town Council Special-Called Meeting Minutes | 50 | |
| C. Monthly Tax Report | 52 | |
| D. Budget Amendment: Police | 57 | |
| E. Budget Amendment: Community Center | 59 | |
| F. Annual Presentation of Town Manager Policies | 61 | |
| G. Code Amendment: Repeal of Town-Issued Fishing Licenses | 73 | |
| H. Notice of Minor Modification – Garrison Reserve | 76 | |
| I. Financial Audit Contract | 82 | |
| 7. Town Manager’s Report | 103 | Town Manager Coffey |
| 8. General Public Comments (see below for additional information) | | Mayor Fitzsimmons |
| 9. Discussion & Action Items | | |
| A. Conditional District – Duke Energy Substation | 104 | Town Attorney Jackson |
| B. Ollie Weaver Road Project | 109 | Town Attorney Jackson |
| C. Waterline Extension Request – Pleasant Grove Townhouses | 122 | Public Works Dir Pennell |
| D. Code Amendment – Solar Collectors, Sidewalk Waivers, Technical Change | 128 | Planning Director Eller |
| E. Update on Regional Water Discussions | 134 | Mayor Fitzsimmons |
| F. Weaverville Center for Creative & Healthy Living Update | 135 | Tom Balestrieri, WCCHL |
| G. Parking Update | 136 | Councilmember Cordell |
| H. I-26 Bridge Replacement Project | 137 | Town Attorney Jackson |
| I. Quarterly Report – Fire Department | 148 | Fire Chief Williams |
| J. Quarterly Report – Police Department | 151 | Police Chief Davis |
| 11. Adjournment | | Mayor Fitzsimmons |

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes and priority will be given to those commenters in attendance and residents of the Town. Comments during the meeting are generally limited to 3 minutes. For those attending remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment (this is found with the reactions button on Zoom). You must be recognized before giving your comment and are asked to turn your video on during your comments if possible. Written comments timely received will be provided to Town Council, included as part of the minutes of the meeting, and read into the record during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (2) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

Town of Weaverville
Town Council Agenda Item
PUBLIC HEARING

Date of Meeting: Monday, May 23, 2022
Subject: Public Hearing on Fiscal Year 2022-2023 Budget
Presenter: Town Manager
Attachments: FY 2022-2023 Budget Message & Executive Summary

Description:

The Town Manager presented the proposed fiscal year 2022-2023 budget during the Town Council meeting on April 25, 2022. Per North Carolina General Statute § 159-12(b) the Town is required to hold a public hearing on the annual budget: *Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.*

Action Requested:

No Town Council action is required during this public hearing.

TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING ON FY 2022-2023 BUDGET WITH
REMOTE ELECTRONIC MEETING CREDENTIALS

The Fiscal Year 2022-2023 proposed budget has been submitted to Town Council for the Town of Weaverville and is available for public inspection in the office of the Town Clerk at Town Hall and online at www.weavervillenc.org.

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday, May 23, 2022, beginning at 6:00 p.m., or as soon thereafter as the matter may be reached, for the purpose of receiving public input on the Fiscal Year 2022-2023 proposed budget.**

This public hearing is to occur as part of Town Council’s regular monthly meeting which is scheduled as both an in-person meeting in the Community Room and Council Chambers at Town Hall located at 30 South Main Street, Weaverville, and as an electronic audio/video meeting via Zoom Meeting.

FOR REMOTE PARTICIPATION, a virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The INSTRUCTIONS TO ACCESS THE REMOTE ELECTRONIC PUBLIC MEETING are:

To join the meeting BY COMPUTER, use this link <https://us02web.zoom.us/j/85948891960>. You may be asked for permission to access your computer’s video and audio. If so, click “allow.” You will then be asked for the Meeting ID which is: 859 4889 1960.

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

For those wishing to submit a comment remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment. This is found in with the reactions button on Zoom. You must be recognized before giving your comment and are asked to turn your video on during your comments if possible.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be made a part of the record of the public hearing. Written public comments can be submitted as follows: (1) by EMAILING to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a DROP BOX at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) BY MAILING your written comment (must be received not later than Monday’s mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

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

Fiscal Year 2022-2023 Proposed Budget

Town of Weaverville
North Carolina

Proposed by
Selena Coffey, ICMA-CM
Town Manager & Budget Officer
April 25, 2022

Fiscal Year 2022-2023 Budget Town Manager's Budget Message & Executive Summary



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

April 25, 2022

Honorable Mayor and Members of Town Council:

Pursuant to North Carolina General Statutes §159-11, I am writing to convey the fiscal year 2022-2023 budget message and proposed budget. This budget is presented in accordance with the North Carolina Local Government Budget & Fiscal Control Act and is balanced as required by North Carolina General Statutes.

The proposed General Fund budget totals **\$9,088,570**. This is a 6.7%, or \$568,902, increase over the current year budget. The proposed budget includes a tax rate of **\$0.35** per \$100 value, which is *no increase* over the current fiscal year.

The proposed Water Fund budget totals **\$3,610,056**, which is a 41.5%, or a \$1,059,193, increase from the current year budget. This budget includes an appropriation from fund balance of \$1,012,136 and includes a *3% increase* in water rates.

The Capital Project Fund adopted in fiscal year 2019-2020 for the new community center included the building construction (phase 1) and outdoor recreation (phase 2). Phase 1 was completed in the current fiscal year, and phase 2 estimates the utilization of \$424,382 total from General Fund balance in fiscal year 2022-2023. Of this amount, \$250,000 was part of the original project ordinance; \$18,998 carried over from Phase 1; \$5,384 is from fundraising donation; and the proposed budget adds another \$150,000.

The Capital Reserve Fund – General Fund was established in fiscal year 2018-2019 to save for future Fire Department trucks and equipment. The proposed budget includes a transfer of \$75,000 from the General Fund to this Capital Reserve Fund. However, the proposed budget does not include a transfer to the Capital Reserve Fund – Water Fund this year.

A Grant Project Fund was established in fiscal year 2021-2022 to account for the American Rescue Plan (ARP) Grant Award totaling \$1,283,395. The Town received the first half in the current fiscal year and expects to receive the second half of \$641,697 in fiscal year 2022-2023. Staff anticipates Town Council discussion concerning the best use of these funds in the upcoming fiscal year.

Proposed Budget - General Fund Overview

The proposed General Fund budget for fiscal year 2022-2023 includes the revenues and expenditures outlined in the following table, with fiscal year 2021-2022 amended budget figures provided for comparison purposes:

| Revenues by Source | FY 2021-2022 Amended Budget | FY 2022-2023 Proposed Budget | % Variance |
|----------------------------------------|-----------------------------------|------------------------------------|-------------|
| Ad Valorem Taxes | \$3,646,056 | \$4,137,511 | 13.5% |
| Buncombe County Fire District Taxes | \$1,693,703 | \$1,936,906 | 14.4% |
| Local Government Sales Taxes | \$1,476,027 | \$1,798,368 | 21.8% |
| Appropriated Fund Balance | \$786,369 | \$0 | -100.0% |
| Unrestricted Intergovernmental Revenue | \$762,113 | \$808,727 | 6.1% |
| Restricted Intergovernmental Revenue | \$98,500 | \$131,875 | 33.9% |
| Investment Earnings | \$1,400 | \$89,382 | 6284.5% |
| Permits & Fees | \$20,500 | \$18,500 | -9.8% |
| Other Revenue | \$35,000 | \$167,300 | 378.0% |
| Total Revenues: | \$8,519,668 | \$9,088,570 | 6.7% |
| Expenditures by Department | FY 2021-2022 Amended Budget | FY 2022-2023 Proposed Budget | % Variance |
| Town Council | \$385,191 | \$327,464 | -15.0% |
| Administration | \$701,975 | \$723,977 | 3.1% |
| Planning | \$126,614 | \$129,446 | 2.2% |
| Police Department | \$2,286,770 | \$2,343,732 | 2.5% |
| Fire Department | \$2,747,526 | \$2,821,423 | 2.7% |
| Public Works | \$2,008,929 | \$2,467,355 | 22.8% |
| Community Center | \$114,122 | \$126,632 | 11.0% |
| Debt Service | \$53,541 | \$53,541 | 0.0% |
| Contingency | \$20,000 | \$20,000 | 0.0% |
| Transfer to Capital Reserve Fund | \$75,000 | \$75,000 | 0.0% |
| Total Expenditures: | \$8,519,668 | \$9,088,570 | 6.7% |

General Fund Revenue Highlights

The following sections highlight revenues and provide preliminary projections for fiscal year 2022-2023. It is important to note that ad valorem property taxes, North Buncombe Fire District taxes, and local government sales taxes are the Town's largest revenue sources and those three account for roughly 87% of the Town's revenues, with property taxes at 46%, fire district taxes at 21%, and sales taxes at 20%.

Ad Valorem Taxes

The proposed budget is based on a property tax rate of \$0.35 per \$100 valuation at a collection rate of 99.8% and tax values estimated by Buncombe County of \$1,130,028,898 for real and personal property. The budget includes *no increase in the property tax rate*. However, this revenue source has increased significantly due to growth and increased tax base. Fiscal year 2022-2023 budgeted revenue represents a 13.7% increase over the current year's budget, adding approximately \$474,888 to the Town's property tax revenues for the upcoming fiscal year.

Buncombe County Fire District Taxes

Buncombe County levies all fire district taxes within the County and the Weaverville Fire Department receives funding for fire protection for the North Buncombe Fire District. This funding accounts for approximately 68% of the Fire Department's budget and is essential as the Department provides fire protection to the unincorporated area to our north. The proposed budget includes no increase to the district tax rate of \$0.1077 per \$100 valuation. We anticipate a 14.4%, or approximate \$243,203, increase in this revenue for the upcoming fiscal year, which is due to growth in the fire district.

Local Government Sales Taxes

Local government sales tax revenue is the Town's third largest source of revenue and has remained strong despite the COVID-19 public health crisis. Within the fiscal year 2022-2023 budget, we are forecasting a 21.8%, or \$322,341 increase over the fiscal year 2021-2022 budget. This is comparable to other local jurisdictions' estimates as well as the North Carolina League of Municipalities' revenue forecasts.

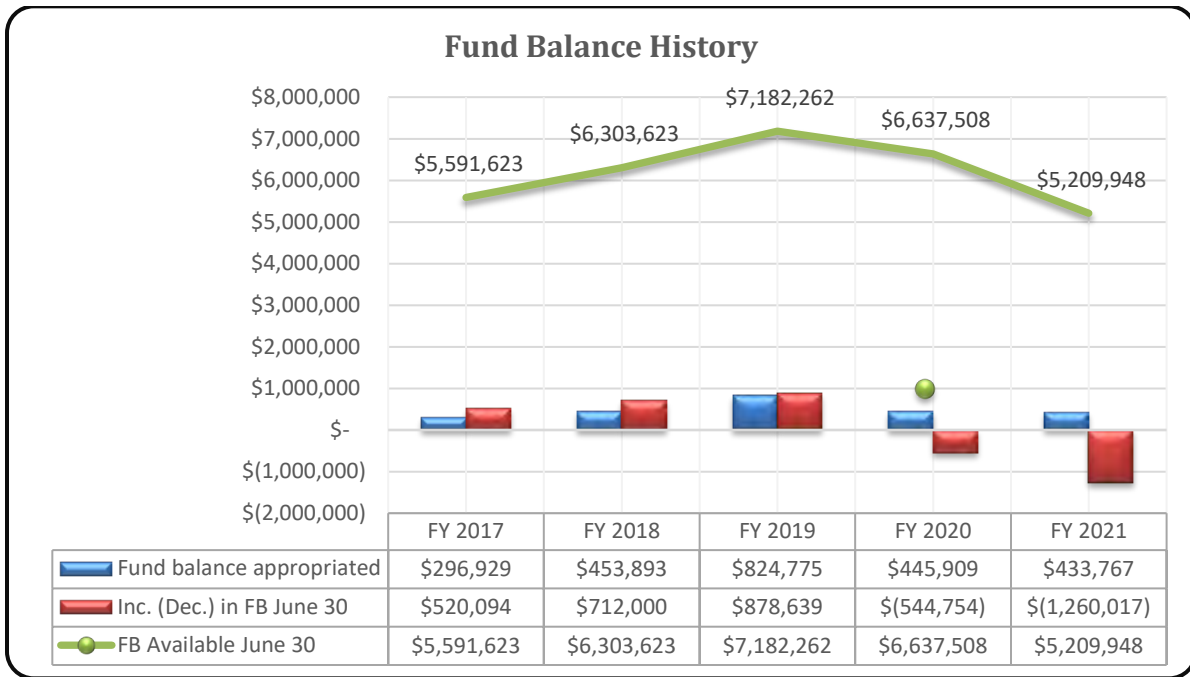
Interest Income

The fiscal year 2022-2023 budget will show significant increases in interest income. The Federal Reserve raised rates in mid-March 2022 and the North Carolina Capital Management Trust expects that "this cycle will continue for a good while." They anticipate interest rates rising steadily this year as the Federal Reserve tries to get inflation under control. The Consumer Price Index (CPI) was running at 8.5% year-over-year in March, the highest in 40 years. Projections are that interest rates may be at 2.0% by the end of this year and near 3.0% by the end of 2023. As a result I am recommending an increase of \$87,982 in interest earnings for the upcoming fiscal year.

Fund Balance

The Town's last audit confirmed that we had \$5,209,948 in available fund balance as of June 30, 2021. This figure represents 65% of General Fund revenues and is approximately \$2 million above Town Council's 40% fund balance target. The fiscal year 2022-2023 proposed budget does not appropriate fund balance, which is a notable change from prior years.

The chart below shows a five-year history of fund balance appropriated within the budget, as well as the amounts that have been returned to fund balance at each fiscal year-end. The Town is well-positioned with regard to fund balance. The proposed budget includes no fund balance appropriated and historical data shows us that we will see significant monies returned to fund balance at year end. This will further strengthen the Town's fund balance reserves.



Staff projects that the Town will realize an additional \$650,104 in revenue overages in the current year. These revenue overages are reflected in the following table:

| | FY 2021-2022 Budget | FY 2021-2022 Projection | \$ Variance |
|--------------------------|------------------------|----------------------------|-------------|
| Ad Valorem | \$3,472,303 | \$3,721,674 | \$249,371 |
| Sales Tax | \$1,476,027 | \$1,729,200 | \$253,173 |
| Buncombe County Fire Tax | \$1,693,703 | \$1,820,518 | \$126,815 |
| Utility Franchise Tax | \$434,644 | \$455,389 | \$20,745 |
| Total | \$7,076,677 | \$7,726,781 | \$650,104 |

General Fund Expenditure Highlights

As per the fiscal year 2022-2023 budget calendar, departmental budget requests were due at the beginning of March 2022. These departmental budget requests totaled approximately \$602,788 more than the current fiscal year budget. The proposed budget clearly does not fund all of these requests, although many of them are justified.

Personnel Expenses

Living Wage and Merit Pay Adjustments

Recent input from Town Council members has revealed the desire to continue pace with the Buncombe County **living wage** as determined by *Just Economics of WNC*. In keeping with this strategy, staff has adjusted the current pay and classification ranges to accommodate the living wage rate, which brings all full-time Town employees to a minimum annual living wage of \$36,816. This adjustment will have the effect of adjusting wages for nine Public Works maintenance positions, four firefighter positions, and one

administrative assistant position. The total additional annual cost to implement the new living wage is \$46,448 (wages plus benefits), which is similar to the \$36,200 included in the current year budget to move employees to the previous living wage.

The U.S. Department of Labor’s most recent information shows that inflation has risen to 8.5% for the 12 months leading up to March 2022. I am recommending that the Town’s **merit pay program** be adjusted to a 7% maximum increase for the upcoming fiscal year. However, in keeping with Town Council’s input, I am recommending that the merit pay be tiered in a way that provides employees in the lowest grades of the classification plan with the opportunity to earn up to 7%, while the next groups (those making increasingly higher wages) have a maximum of 5% and 3% respectively in merit pay potential. Staff will be prepared to provide additional information regarding the effects of these increases on the various position grades at an upcoming budget workshop.

For reference, the County and other municipalities have built the following adjustments into their proposed budgets for the new fiscal year:

| Jurisdiction | COLA | Merit |
|---------------------|--------------------|------------------|
| Asheville | Not yet determined | No merit program |
| Black Mountain | 5.75% | No merit program |
| Buncombe County | Unknown | No merit program |
| Montreat | Not yet determined | No merit program |
| Weaverville | 0% | Up to 7% maximum |
| Woodfin | 5 – 7% anticipated | No merit program |

Annual Update of Compensation Study

The Town completed a compensation study during the fiscal year 2021-2022 budget. Although Town Council has not approved the implementation of the recommendations from this study, I recommend, based on the competitive market, that the Town continue an annual update of our pay and classification ranges. For this reason, I have included \$4,000 in the budget for a market update to take place next calendar year, prior to the adoption of next year’s fiscal year 2023-2024 budget.

Employee Medical Insurance

Initial quotes for the Town’s employee medical insurance plan renewal came in at a 29% increase over the current fiscal year premiums. This level of increase is not sustainable for the Town. Therefore, I am negotiating alternative proposals from the marketplace. Unfortunately, some of today’s most widely-known insurance companies including Cigna, Aetna, and United Health declined to submit a proposal due to the risk associated with insuring our small number of employees. However, ongoing negotiations with the Town’s current carrier, Blue Cross Blue Shield, and the North Carolina League of Municipalities’ carrier, Medcost, have provided additional quotes for consideration. Unfortunately, with increased insurance costs, we can no longer offer the robust insurance program to which the Town’s employees have become accustomed. This fiscal year, we will be forced to push more of the cost for dependent coverage to the individual employees and we will need to lower the benefits of our insurance plans in any scenario. For now, we have budgeted a 10% increase in medical insurance in the proposed budget. I may be able to negotiate this percentage downwards, but that remains to be seen.

New Positions

As Town Council saw during the pre-budget workshop, most of our departments are in need of additional employees due to our ever-increasing growth. The table below reflects the departmental requests for personnel. Of these positions requested by department heads, I have recommended approval of **one Streets Maintenance position**. This position will assist with our newly mandated Stormwater Program and will greatly help our Public Works Department, which has not received a new position in over 20 years even while the Town has grown exponentially during this time.

| Positions Requested | Department Request (+ benefits) | Proposed (+ benefits) |
|-------------------------------------|---------------------------------|-----------------------|
| Senior Maintenance Worker (Streets) | \$56,876 | \$56,876 |
| Maintenance Worker (Sanitation) | \$56,876 | \$0 |
| 3 Firefighters | \$188,110 | \$0 |

Capital Equipment, Capital Improvements & Vehicles

Capital requested by department heads totaled \$1,251,800 for the fiscal year 2022-2023 budget. Fortunately, I have been able to propose the approval of the majority of these items. The table below reflects capital equipment, vehicles, and capital improvement projects as requested within this year's budget, as well as those proposed for funding.

| Capital Equipment, Improvements, Vehicles | Department Request | Manager Proposed |
|--------------------------------------------------------------|--------------------|------------------|
| Police Department | | |
| Utility pole mounted WiFi cameras for Main Street | \$18,000 | \$18,000 |
| (2) Ford Interceptor Hybrids (replacement vehicles) | \$110,800 | \$110,800 |
| Public Works Department | | |
| Streets – Street Improvements Program (incl. Powell Bill) | \$468,000 | \$468,000 |
| Streets – Widening Yost Street | \$75,000 | \$75,000 |
| Streets – Sidewalk repairs, streetscaping, ADA projects | \$50,000 | \$50,000 |
| Sanitation – Garbage toter replacement program (offset rev.) | \$88,000 | \$88,000 |
| Stormwater – Street sweeper | \$297,000 | \$0 |
| Stormwater – Storm drainage replacement program | \$75,000 | \$75,000 |
| Grounds Maintenance – Lake Louise restroom heating system | \$25,000 | \$25,000 |
| Grounds Maintenance – Additional parking above waterwheel | \$45,000 | \$45,000 |
| Total | \$1,251,800 | \$954,800 |

Debt Service

Debt Service expenses will remain relatively unchanged in the upcoming year. The debt service in the General Fund for the upcoming fiscal year totals \$53,541 for loan payments on two fire trucks. Of note, upon paying off the debt service on one of the Town's fire trucks four years ago, the Town began transferring \$75,000 annually into a Capital Reserve Fund for the future purchase of a replacement fire truck. To date,

\$150,000 has been transferred to this fund. For the upcoming 2022-2023 budget, \$75,000 is included to help prepare for the future replacement of fire trucks.

Proposed Budget - Water Fund Overview

The proposed Water Fund budget for fiscal year 2022-2023 totals **\$3,610,056**, which represents a 41.5% increase in expenditures over the fiscal year 2021-2022 budget. The table below outlines the major sources of revenue and operational and capital expenditures proposed within the fiscal year 2022-2023 budget.

| Revenues by Source | FY 2021-2022 Amended Budget | FY 2022-2023 Proposed Budget | % Variance |
|----------------------------------------|-----------------------------------|------------------------------------|--------------|
| Water Revenue | \$2,173,500 | \$2,390,850 | 10.0% |
| Miscellaneous Revenue | \$15,000 | \$20,000 | 33.3% |
| Water Taps | \$26,250 | \$26,250 | 0% |
| System Development Fees | \$164,000 | \$55,800 | -66.0% |
| Fees for MSD Collection | \$65,000 | \$68,000 | 4.6% |
| Interest Earned | \$640 | \$37,020 | 5,684.3% |
| Appropriated Fund Balance | \$106,473 | \$1,012,136 | 850.6% |
| Total Revenues: | \$2,550,863 | \$3,610,056 | 41.5% |
| Expenditures by Function | FY 2021-2022 Amended Budget | FY 2022-2023 Proposed Budget | % Variance |
| Personnel | \$1,181,470 | \$1,249,814 | 5.8% |
| Operations | \$736,281 | \$716,305 | -2.7% |
| Capital Outlay | \$116,524 | \$35,000 | -70.0% |
| Capital Improvements | \$174,275 | \$1,294,900 | 643.0% |
| Contingency | \$15,000 | \$15,000 | 0.0% |
| Debt Service | \$300,471 | \$299,037 | -0.6% |
| Transfer to Water Capital Reserve Fund | \$119,117 | \$0 | -100.0% |
| Total Expenditures: | \$2,550,863 | \$3,610,056 | 41.5% |

Water Revenue Highlights

Unrestricted Net Position

The Town's last audit confirmed that we had \$4,543,062 in Unrestricted Net Position as of June 30, 2021 in the Water Fund. The proposed budget utilizes \$1,012,136 of these funds for the purchase of two generators and the conversion from chlorine gas to sodium hypochlorite. As Town Council is aware, these capital improvements are also being included in the Town's Drinking Water State Revolving Fund grant application. Should the Town receive these funds, offsetting Town funds will be removed from the budget.

Water Rates

In accordance with the water rate analysis provided by Withers-Ravenel, the proposed Water Fund budget includes a 3% **increase** in water rates for all customers. The increased rates keep us on track with the Withers-Ravenel analysis and assists the Town in preparing for future capital expenditures and for the debt

service on the waterline extension project. The rate increase is also important due to the Town's obligations under the recently issued USDA bonds.

Fees

The proposed budget includes a minor increase to only one fee, water tap fees. While we currently charge \$1,050, I am recommending an increase to \$1,080 to account for our increase in cost of materials.

Since its implementation in 2018, system development fees have proven to be a reliable and significant source of revenue for the Town's water fund. The proposed budget includes an estimated revenue of \$55,800, mostly for anticipated single family homes to be constructed within the Town in the upcoming fiscal year. Currently, there are too many unknowns for me to effectively estimate revenues for system development fees, since this revenue source may be impacted by future voluntary annexations, new construction, etc. Additionally, staff has added \$20,000 to the Water Fund budget to contract for an updated water rate study and the financial analysis that is legally required to continue charging system development fees.

Water Fund Expenditure Highlights

New Positions

The proposed Water Fund budget includes the addition of a Senior Maintenance Worker position to assist with the maintenance of the Town's 5+ miles of new water lines, which have been added to our inventory in the last 5 years. In the same time period, we have also added over 400 new customers in large developments (Maple Trace, Creekside, Wheeler Road, Lillie Farm Cove, Holston, 828 North), not including numerous single meters in Town and the surrounding area. Only one position has been added to this function over the last 20 years and many preventative maintenance duties have gone undone due to a lack of available staff time.

| Positions Requested | Department Request (+ benefits) | Proposed (+ benefits) |
|-----------------------------------|----------------------------------------|------------------------------|
| Senior Maintenance Worker (Water) | \$56,876 | \$56,876 |

Debt Service

Debt Service expenses will remain relatively unchanged in the upcoming year. The debt services includes \$92,425 for the USDA revenue bonds which funded the Town's Waterline Extension Project, and \$206,612 for the original general obligation bonds, bringing the total debt service payment in fiscal year 2022-2023 to \$299,037.

Water Fund Capital Equipment & Capital Improvements

The table below reflects capital equipment, vehicles, and capital improvement projects as requested within this year's budget, as well as those proposed for funding.

Capital Equipment, Improvements, Vehicles

| | Department Requested | Manager Proposed |
|------------------------------------------------------------------------|----------------------|--------------------|
| Water Maintenance – Waterline Replacement Program | \$862,000 | \$0 |
| Water Maintenance – Air compressor replacement | \$35,000 | \$35,000 |
| Water Production – New generator at water plant | \$727,950 | \$727,950 |
| Water Production – New generator at raw water station | \$342,700 | \$342,700 |
| Water Production - Conversion from chlorine gas to sodium hypochlorite | \$224,250 | \$224,250 |
| Water Production - New 500,000-gallon clearwell | \$1,344,350 | \$0 |
| Water Production - New high service and back wash pump station | \$2,266,650 | \$0 |
| Total | \$5,802,900 | \$1,329,900 |

Looking Ahead

The last two years, pandemic years, have taken a toll on the Town's team. Everyone in Town government has contributed to efforts to maintain quality services during this time of great uncertainty. Our team has worked tirelessly providing services to our taxpayers all the while managing the stresses of COVID testing and vaccinations and exigent social distancing and mask mandates. They have continually shown why they are essential to our community, by maintaining pre-COVID quality of services while tackling ever-increasing workload demands in service delivery. Our team is to be commended for their dedication.

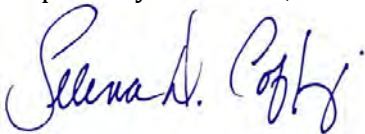
As presented during the recent pre-budget workshop, most of the Town's departments are operating under tremendous challenges brought on by growth. Addressing these service delivery challenges will require incremental funding increases. This proposed budget begins the Town's process of aligning with our new post-pandemic 'normal' while also balancing unprecedented growth.

In Closing

I want to thank the Town's department heads, who have spent numerous hours developing their budgets. I would also like to extend a special thank you to Finance Director Tonya Dozier for her assistance in developing the proposed budget.

As we enter a new fiscal year, with many challenges ahead, I would like to thank you, Mayor and Town Council, for your resolve in serving and leading with the best interest of the Town's citizens in mind. I look forward to working with you to bring your goals to fruition and continue to better the Town of Weaverville.

Respectfully Submitted,



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

**Fiscal Year 2022-2023 Budget
Budgets by Department, Function & Category**

| GENERAL FUND REVENUE | FY 2022 Amended Budget | FY 2023 Proposed Budget | \$ Variance | % Variance |
|-----------------------------------|---------------------------------------|----------------------------------------|--------------------|-------------------|
| Prior Year Tax Revenue | \$6,000 | \$6,000 | \$0 | 0.0% |
| Ad Valorem Tax Revenue | \$3,472,303 | \$3,947,191 | \$474,888 | 13.7% |
| DMV Tax Revenue | \$163,753 | \$178,320 | \$14,567 | 8.9% |
| Tax Penalties & Interest | \$4,000 | \$6,000 | \$2,000 | 50.0% |
| Utilities Franchise Tax | \$434,644 | \$441,727 | \$7,083 | 1.6% |
| Beer & Wine Tax | \$17,000 | \$17,000 | \$0 | 0.0% |
| Powell Bill Distributions | \$98,500 | \$131,875 | \$33,375 | 33.9% |
| Local Government Sales Tax | \$1,476,027 | \$1,798,368 | \$322,341 | 21.8% |
| Buncombe County Fire Protection | \$1,693,703 | \$1,936,906 | \$243,203 | 14.4% |
| ABC Store Distribution to Town | \$300,000 | \$350,000 | \$50,000 | 16.7% |
| ABC Store Alcohol Education | \$6,107 | \$0 | (\$6,107) | -100.0% |
| ABC Store Police Department | \$4,362 | \$0 | (\$4,362) | -100.0% |
| Cell Tower Revenue | \$20,000 | \$22,300 | \$2,300 | 11.5% |
| Miscellaneous Revenue | \$5,000 | \$5,000 | \$0 | 0.0% |
| Interest Earned | \$1,315 | \$80,980 | \$79,665 | 6058.2% |
| Interest Earned-Powell Bill | \$85 | \$8,402 | \$8,317 | 9784.6% |
| Zoning Inspections Fees | \$20,000 | \$18,000 | (\$2,000) | -10.0% |
| Facility Use Rental Fees | \$0 | \$40,000 | \$40,000 | #DIV/0! |
| Parking Enforcement Fees | \$0 | \$2,000 | \$2,000 | #DIV/0! |
| Fire Inspections Fees | \$500 | \$500 | \$0 | 0.0% |
| Sale of Property | \$10,000 | \$98,000 | \$88,000 | 880.0% |
| Appropriated Fund Balance | \$786,369 | \$0 | (\$786,369) | -100.0% |
| TOTAL GENERAL FUND REVENUE | \$8,519,668 | \$9,088,570 | \$568,902 | 6.7% |

| GENERAL FUND EXPENDITURES | FY 2022 Amended Budget | FY 2023 Proposed Budget | \$ Variance | % Variance |
|----------------------------------|---------------------------------------|----------------------------------------|--------------------|-------------------|
|----------------------------------|---------------------------------------|----------------------------------------|--------------------|-------------------|

Governance

| | | | | |
|--------------------------|------------------|------------------|-------------------|---------------|
| Personnel - Town Council | \$21,190 | \$23,898 | \$2,708 | 12.8% |
| Personnel - Legal | \$102,034 | \$99,836 | (\$2,198) | -2.2% |
| Operations | \$261,967 | \$203,730 | (\$58,237) | -22.2% |
| Capital Outlay | \$0 | \$0 | \$0 | 0.0% |
| Total | \$385,191 | \$327,464 | (\$57,727) | -15.0% |

Administration

| | | | | |
|----------------|------------------|------------------|-----------------|-------------|
| Personnel | \$437,760 | \$444,714 | \$6,954 | 1.6% |
| Operations | \$264,215 | \$279,263 | \$15,048 | 5.7% |
| Capital Outlay | \$0 | \$0 | \$0 | 0.0% |
| Total | \$701,975 | \$723,977 | \$22,002 | 3.1% |

Planning & Code Enforcement

| | | | | |
|--------------|------------------|------------------|----------------|-------------|
| Personnel | \$116,868 | \$117,273 | \$405 | 0.3% |
| Operations | \$9,746 | \$12,173 | \$2,427 | 24.9% |
| Total | \$126,614 | \$129,446 | \$2,832 | 2.2% |

Police Department

| | | | | |
|----------------|--------------------|--------------------|-----------------|-------------|
| Personnel | \$1,704,061 | \$1,772,383 | \$68,322 | 4.0% |
| Operations | \$470,455 | \$442,549 | (\$27,906) | -5.9% |
| Capital Outlay | \$112,253 | \$128,800 | \$16,547 | 14.7% |
| Total | \$2,286,770 | \$2,343,732 | \$56,963 | 2.5% |

Fire Department

| | | | | |
|----------------|--------------------|--------------------|-----------------|-------------|
| Personnel | \$2,369,304 | \$2,418,942 | \$49,638 | 2.1% |
| Operations | \$378,222 | \$402,481 | \$24,259 | 6.4% |
| Capital Outlay | \$0 | \$0 | \$0 | #DIV/0! |
| Total | \$2,747,526 | \$2,821,423 | \$73,897 | 2.7% |

Public Works: All Divisions

| | | | | |
|----------------------|--------------------|--------------------|------------------|--------------|
| Personnel | \$871,837 | \$1,025,537 | \$153,700 | 17.6% |
| Operations | \$584,266 | \$615,259 | \$30,993 | 5.3% |
| Capital Outlay | \$0 | \$88,000 | \$88,000 | #DIV/0! |
| Capital Improvements | \$552,826 | \$738,559 | \$185,733 | 33.6% |
| Total | \$2,008,929 | \$2,467,355 | \$458,426 | 22.8% |

Community Center

| | | | | |
|----------------|------------------|------------------|-----------------|--------------|
| Personnel | \$69,258 | \$76,482 | \$7,224 | 10.4% |
| Operations | \$44,864 | \$50,150 | \$5,286 | 11.8% |
| Capital Outlay | \$0 | \$0 | \$0 | 0.0% |
| Total | \$114,122 | \$126,632 | \$12,510 | 11.0% |

Debt Service

| | | | | |
|-------------------------------|-----------------|-----------------|--------------|-------------|
| Loan Payment-Fire Truck 09/14 | \$53,541 | \$53,541 | (\$0) | 0.0% |
| Total | \$53,541 | \$53,541 | (\$0) | 0.0% |

Contingency

| | | | | |
|--|----------|----------|-----|------|
| | \$20,000 | \$20,000 | \$0 | 0.0% |
|--|----------|----------|-----|------|

Transfer to Cap Reserve Fund

| | | | | |
|--|----------|----------|-----|------|
| | \$75,000 | \$75,000 | \$0 | 0.0% |
|--|----------|----------|-----|------|

| | | | | |
|-----------------------------------|--------------------|--------------------|------------------|-------------|
| Total General Fund Revenue | \$8,519,668 | \$9,088,570 | \$568,902 | 6.7% |
|-----------------------------------|--------------------|--------------------|------------------|-------------|

| | | | | |
|----------------------------------------|--------------------|--------------------|------------------|-------------|
| Total General Fund Expenditures | \$8,519,668 | \$9,088,570 | \$568,903 | 6.7% |
|----------------------------------------|--------------------|--------------------|------------------|-------------|

| WATER FUND REVENUE | FY 2022 Amended Budget | FY 2023 Proposed Budget | \$ Variance | % Variance |
|---------------------------------|---------------------------------------|----------------------------------------|--------------------|-------------------|
| Water Revenue | \$2,173,500 | \$2,390,850 | \$217,350 | 10.0% |
| Miscellaneous Revenue | \$15,000 | \$20,000 | \$5,000 | 33.3% |
| Water Taps | \$26,250 | \$26,250 | \$0 | 0.0% |
| System Development Fees | \$164,000 | \$55,800 | (\$108,200) | -66.0% |
| Fees for MSD Collection | \$65,000 | \$68,000 | \$3,000 | 4.6% |
| Interest Earned | \$640 | \$37,020 | \$36,380 | 5684.3% |
| Appropriated Fund Balance | \$106,473 | \$1,012,136 | \$905,663 | 850.6% |
| Total Water Fund Revenue | \$2,550,863 | \$3,610,056 | \$1,059,193 | 41.5% |

| WATER FUND EXPENDITURES | FY 2022 Amended Budget | FY 2023 Proposed Budget | \$ Variance | % Variance |
|------------------------------------------|---------------------------------------|----------------------------------------|--------------------|-------------------|
| Water Fund | | | | |
| Personnel | \$1,181,470 | \$1,249,814 | \$68,344 | 5.8% |
| Operations | \$736,281 | \$716,305 | (\$19,976) | -2.7% |
| Capital Outlay | \$116,524 | \$35,000 | (\$81,524) | -70.0% |
| Capital Improvements | \$174,275 | \$1,294,900 | \$1,120,625 | 643.0% |
| Total | \$2,208,550 | \$3,296,019 | \$1,087,469 | 49.2% |
| Contingency | | | | |
| Total | \$15,000 | \$15,000 | \$0 | 0.0% |
| Debt Service | | | | |
| Reserve for Bond Payment | \$208,196 | \$206,612 | (\$1,584) | -0.8% |
| USDA Revenue Bond Payment | \$92,275 | \$92,425 | \$150 | 0.2% |
| Total | \$300,471 | \$299,037 | (\$1,434) | -0.6% |
| Transfer to Water Capital Reserve | \$119,117 | \$0 | (\$119,117) | -100.0% |
| Total Water Fund Revenue | \$2,550,863 | \$3,610,056 | \$1,059,193 | 41.5% |
| Total Water Fund Expenditures | \$2,550,863 | \$3,610,056 | \$1,059,193 | 41.5% |
| GRAND TOTAL BUDGET | \$11,070,531 | \$12,698,626 | \$1,628,095 | 14.7% |

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

PUBLIC HEARING

Date of Meeting: Monday, May 23, 2022
Subject: Public Hearing – Duke Energy Substation
Presenter: Planning Director, Duke Energy Progress, LLC
Attachments: Notice of Public Hearing, Affidavit of Mailing and Posting,
Planning Board Recommendation,
Conditional District Application and Supporting Documents

Description:

Staff is in possession of a conditional district application which proposed a Duke Energy substation on an unaddressed 33.75 acre tract on Hickory Lane bearing the parcel identification number 9732-72-5148. The initial consideration of the proposed conditional district occurred before Town Council on March 28th and was considered by the Planning Board on April 5th. Following its deliberations on the matter, the Planning Board is offering a unanimous positive recommendation to Town Council on the proposal’s compliance with the Comprehensive Land Use Plan and reasonableness of the proposed zoning of the subject property. The community meeting, requisite of conditional districts, was held by the developer on Thursday, May 5th and will be reported on during the meeting.

Notice of the public hearing was duly advertised as required by North Carolina law and Code Chapter 20.

Action Requested:

Receive public input on the proposed conditional district.

TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING ON A CONDITIONAL DISTRICT
APPLICATION WITH REMOTE ELECTRONIC MEETING CREDENTIALS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday, May 23, 2022, beginning at 6:00 p.m., or as soon thereafter as the matter may be reached, for the purpose of receiving public input on a conditional district application for a Duke Energy Substation to be located on 33.75 acres on Aiken Road and Hickory Lane, bearing parcel identification number 9732-72-5148.**

This public hearing is to occur as part of Town Council’s regular monthly meeting which is scheduled as both an in-person meeting in the Community Room and Council Chambers at Town Hall located at 30 South Main Street, Weaverville, and as an electronic audio/video meeting via Zoom Meeting.

FOR REMOTE PARTICIPATION, a virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The INSTRUCTIONS TO ACCESS THE REMOTE ELECTRONIC PUBLIC MEETING are:

To join the meeting BY COMPUTER, use this link <https://us02web.zoom.us/j/85948891960>. You may be asked for permission to access your computer’s video and audio. If so, click “allow.” You will then be asked for the Meeting ID which is: 859 4889 1960.

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

For those wishing to submit a comment remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment. This is found in with the reactions button on Zoom. You must be recognized before giving your comment and are asked to turn your video on during your comments if possible.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be made a part of the record of the public hearing. Written public comments can be submitted as follows: (1) by EMAILING to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a DROP BOX at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) BY MAILING your written comment (must be received not later than Monday’s mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

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

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


Conditional District - Public Hearing
Duke Energy Substation

AFFIDAVIT OF MAILING AND POSTING

Being first duly sworn, I, James W. Eller, do hereby swear or affirm that on the 3rd day of May, 2022, I:


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

This the 3rd day of May, 2022.



James W. Eller

Sworn to and subscribed before me
this 3 day of May, 2022



Notary Public

My Commission Expires;
3/21/2026

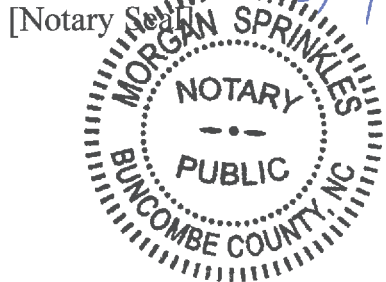


Exhibit A

**TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING ON A CONDITIONAL DISTRICT
APPLICATION WITH REMOTE ELECTRONIC MEETING CREDENTIALS**

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday, May 23, 2022, beginning at 6:00 p.m.**, or as soon thereafter as the matter may be reached, for the purpose of receiving public input on a conditional district application for a Duke Energy Substation to be located on 33.75 acres on Aiken Road and Hickory Lane, bearing parcel identification number 9732-72-5148.

This public hearing is to occur as part of Town Council's regular monthly meeting which is scheduled as both an in-person meeting in the Community Room and Council Chambers at Town Hall located at 30 South Main Street, Weaverville, and as an electronic audio/video meeting via Zoom Meeting.

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To join the meeting **BY COMPUTER**, use this link <https://us02web.zoom.us/j/85948891960>. You may be asked for permission to access your computer's video and audio. If so, click "allow." You will then be asked for the Meeting ID which is: 859 4889 1960.

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

Exhibit B

Victory Fellowship
PO Box 2257
Weaverville, NC 28787

Alfred Ashworth
6 Deerpen Dr.
Weaverville, NC 28787

Robert Ahn
513 Huntinggreen Dr.
Asheville, NC 28804

Brian Ahn
511 Huntinggreen Dr.
Asheville, NC 28804

Donald Charles
400 Creekside Dr.
Asheville, NC 28804

Gerald Herron
406 Creekside Dr.
Asheville, NC 28804

Eileen Carter
410 Creekside Dr.
Asheville, NC 28804

Daniel Webster
414 Creekside Dr.
Asheville, NC 28804

Nadine Hamby
420 Creekside Dr.
Asheville, NC 28804

Neil Peterson
338 Stratford Rd.
Asheville, NC 28804

Travis Schultz
428 Creekside Dr.
Asheville, NC 28804

Nancy Calhoun
50 Audubon Dr.
Asheville, NC 28804

Peggy Rice
440 Creekside Dr.
Asheville, NC 28804

Jeffrey Bailey
436 Creekside Dr.
Asheville, NC 28804

Brett Trielo
9 Hickory Ln.
Asheville, NC 28804

John Moran
12 Hickory Ln.
Asheville, NC 28804

Harlon Hensley
8 Hickory Ln.
Asheville, NC 28804

Duke Energy
550 S. Tryon St.
Mail Code: DEC44P
Charlotte, NC 28202

Wilfred Abernathy
350 Aiken Rd.
Asheville, NC 28804

Kendro Laboratories
275 Aiken Rd.
Asheville, NC 28804

Chas Chiavaris
4 Hickory Ln.
Asheville, NC 28804

Helen Boone
25 Ox Bow Xing
Weaverville, NC 28787

Helen Boone
1237 Gannett Rd.
Mount Pleasant, SC 29464

New Homestead Apts.
PO Box 25088
Winston Salem, NC 27114

Elizabeth Cavnor
444 Creekside Dr.
Asheville, NC 28804

Phillip Douglas
450 Creekside Dr.
Asheville, NC 28804

Natalie Haynes
454 Creekside Dr.
Asheville, NC 28804

Andrew Nagle
300 Aiken Rd.
Asheville, NC 28804

Bernhard Conrad
PO Box 695
Weaverville, NC 28787

Exhibit C



The Town of Weaverville

NORTH CAROLINA

April 6, 2022

Re: *Duke Energy Progress, LLC*
Conditional District Application for Duke Energy Substation on
Property Bearing Parcel Identification Number 9732-72-5148
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor Patrick Fitzsimmons and Weaverville Town Council –

On April 5, 2022, pursuant to Section 20-3203 of the Town’s Code of Ordinances, the Planning Board reviewed the application for a Conditional District that was submitted by Duke Energy Progress LLC, on February 15, 2022.

This project consists of the construction of an electrical substation to meet the growing energy demand in the Town of Weaverville and surrounding areas served by the energy grid.

The Planning Board of the Town of Weaverville reviewed the project and submits a favorable recommendation along with its statement finding the reasonableness of the project and consistency with the Comprehensive Land Use Plan in that it supports the existing land uses and the growth contemplated by the Comprehensive Land Use Plan. With the conditions recommended below, the project can co-exist with the existing single-family homes in the area and is, therefore, reasonable in light of the Town’s Comprehensive Land Use Plan and other land use policies.

After careful review of this application and the materials submitted, the Planning Board unanimously recommends the approval of the application for a Conditional Zoning District for the project as reflected on the attached plans and elevations, subject to the following proposed conditions:

- a. The project is to be constructed in substantial compliance with the Conditional District Plans dated 8 February 2022, which include the following:
 - i. Renderings of the project and the existing trees that are to remain on the property;
 - ii. Area of selected clearing;
 - iii. Transmission line right-of-way;
 - iv. Approximate size and location of a stormwater management feature;
 - v. Footprint of the substation;
 - vi. New driveways/streets to provide interior access; and
 - vii. Ground elevations showing both the height of the substation and transmission lines in relation to the topography and the existing trees that are to remain.

- b. The project shall be constructed in substantial compliance with the Conditional District Site Plan dated 14 February 2022 which includes the following:
 - i. Sheet 1 – Coversheet;
 - ii. Sheets 2-4 – Surveys;
 - iii. Sheet 5 – Overall Site Plan; and
 - iv. Sheets 6-7 – Detailed Site Plans
- c. Sidewalks are not required within the project or along Aiken Road or Hickory Lane.
- d. All driveways/streets within the project shall be private. Said private driveways/streets shall be constructed to standards set forth in the North Carolina Department of Transportation subdivision road minimum construction standards.
- e. Adequate security of the property and the substation must be installed and maintained, including but not limited to a gate which restricts access to the property and fencing surrounding the substation, all as shown on Sheet 5 of the Conditional District Site Plan.
- f. Adequate off-street parking spaces must be provided as parking on or along Aiken Road and Hickory Lane is expressly prohibited.
- g. Construction related vehicles must be parked on the property and not on the public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on the public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Code Section 22-48.
- h. All outdoor lighting on the property shall include blocking, shielding, and aiming of so as to minimize light trespass on to adjoining properties. The outdoor lighting plan must be submitted and approved in conjunction with a zoning permit application.
- i. The developer has indicated a willingness to maintain all trees except for those which must be removed for the construction of the substation, transmission line area, and driveway/streets or those that are endangering the buildings. On the areas of the property which abut a residentially zoned property a minimum 30-foot landscape buffer must be maintained or installed. A landscaping plan must be submitted and approved in conjunction with a zoning permit application.
- j. Compliance with Buncombe County sedimentation and erosion control standards and with Buncombe County's stormwater regulations is required.
- k. All construction must be completed within 24 months of the issuance of the permit allowing work to begin on the property. Upon request of the owner/developer, Town Council may, in its sole discretion, grant such extension as Town Council deems appropriate under the circumstances.
- l. Code Section 20-3203 shall continue to govern the project including, but not limited, to those provisions regarding issuance of zoning permits, modifications, appeals, and final plat approval.

Representatives of Duke Energy Progress, LLC were present at the Planning Board meeting on April 5th to answer the Board's questions. Representatives for Duke Energy Progress, LLC, also indicated their agreement to the conditions contained in this recommendation.

It is noted that a community meeting required by Sec. 20-3203(e)(2) has been scheduled for May 5, 2022, which will allow for the public hearing to be held on May 23, 2022, and action by Town Council thereafter.

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

Sincerely,

A handwritten signature in blue ink that reads "Gary J. Burge". The signature is written in a cursive style with a large initial "G".

Gary Burge
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney
Duke Energy Progress, LLC

CONDITIONAL DISTRICT APPLICATION

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



Conditional Districts address situations in which a particular use, properly planned, may be appropriate for a specific site but, the existing zoning district of the site has insufficient standards to mitigate the site-specific impact on the surrounding area. Uses which may be considered for a Conditional District shall be established on the Table of Uses found at Sec. 20-3205. Additional information related to Conditional Districts may be found at Sec. 20-3203.

At the discretion of the Town Council, it may be required of the property owner to guarantee performance or completion of conditions included in the Conditional Zoning Plan. Such guarantee may take the form of: (1) a surety performance bond made by a company licensed and authorized in North Carolina, (2) a bond of a developer with an assignment to the Town of a certificate of deposit, (3) a bond of developer secured by an official bank check drawn in favor of the Town and deposited with the Town Clerk, (4) cash or an irrevocable letter of credit, (5) a bank escrow account whereby the developer deposits cash, a note, or a bond with a federally insured financial institution into an account payable to the Town. The amount of the guarantee shall be determined by Town Council.

OWNER/APPLICANT NAME:
DUKE ENERGY PROGRESS, LLC

APPLICATION DATE:
FEBRUARY 15, 2022

BRIEFLY DESCRIBE THE PROJECT:
Duke Energy Progress proposes constructing an electrical substation to meet the growing energy demand in the Town of Weaverville, NC

PHONE NUMBER:
(919) 546-7451

PROPERTY ADDRESS:
9999 HICKORY LN

PIN: 973272514800000

DEED BOOK/PAGE:
DB 5729 PG 1868

LOT AREA (acres): 33.75

ZONING DISTRICT: R-3


SIGNATURE OF APPLICANT

02/14/2022
DATE

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

CONDITIONAL DISTRICT APPLICATION

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



A petition for a Conditional District must include a site plan and supporting information that specifies the intended uses for property. A complete site plan shall be substantially compliant with the mapping standards found within Sec. 20-2504. Additional information may be requested by members of staff, the Planning Board or Town Council.

| | |
|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Title block containing: |
| ✓ | Name of owner & applicant |
| ✓ | Property address |
| ✓ | Buncombe County PIN |
| ✓ | Date or dates survey was conducted or plan prepared |
| ✓ | Scale of the drawing in feet per inch |
| ✓ | Deed book and page reference of the deed |
| ✓ | Zoning designation of property |
| ✓ | Sketch vicinity map depicting the relationship between the proposed subdivision and the surrounding area |
| ✓ | North Arrow and orientation |
| ✓ | Lot area in acres and square feet |
| ✓ | Existing topography of the site and within 300 feet of the site boundary in five (5) foot contours |
| N/A | Delineation of areas within the floodplain. |
| ✓ | Names of owners of adjoining properties, Buncombe County PIN, and zoning designation |
| ✓ | Minimum building setback lines applicable to the lot, including drainage or utility easements |
| N/A | Proposed number and location of signs |
| ✓ | Exact dimensions, location, height, and exterior features of proposed buildings and structures |
| ✓ | Photographs of buildings on properties within 200 ft. of subject property |
| ✓ | Utility easements |
| N/A | Existing and proposed sanitary sewer system layout and a letter of commitment |
| N/A | Existing and proposed water distribution system layout and a letter of commitment |
| N/A | Plans for individual water supply and sewerage/septic disposal system, if any |
| ✓ | A statement as to whether or not natural gas, telephone, electric, and cable lines are to be installed, and whether they will be above or below ground |
| N/A | Exact dimension and location of all traffic, parking, and circulation plans showing the proposed location and arrangement of parking spaces. |
| N/A | Existing and proposed roads, driveways, ingress/egress, easements, and rights-of-way both private and public. |
| N/A | Existing and proposed encroachments into setbacks, rights-of-way, and/or easements, if any |
| ✓ | Proposed phasing, if any, and expected completion date of the project. |

Upon reviewing the application, site plan, and supporting documents, the Planning and Zoning Board will issue statement of reasonableness of the proposed Conditional District.

Before a public hearing may be held by the Town Council, the petitioner must file in the Office of the Town Clerk, a written report of at least one community meeting held by the petitioner. The report shall include a list of those persons and organization notified of the meeting detailing the method and date of contact' the date, time, and location of the meeting; a roster of persons in attendance, a summary of issues discussed, and a description of any changes to the petition as a result of the meeting. In the event the petitioner has not held at least one meeting, the petitioner shall file a report documenting efforts that were made and the reasons such a meeting was not held.



CONDITIONAL DISTRICT SITE PLAN

REEMS CREEK 115 KV SUBSTATION

AIKEN RD, WEAVERVILLE, NC
BUNCOMBE COUNTY, NC

LATITUDE: N 35°40'58.0"
LONGITUDE: W 82°34'38.8"

PROPERTY CONTACT
PHILIP ZEH
411 FAIRVIEW VILLE ST
RALEIGH, NC 27603
PHONE: 919-982-9451

| PROJECT INFORMATION | |
|---------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|
| LANDOWNER | DUKE ENERGY PROGRESS, LLC 411 FAIRVIEW VILLE ST RALEIGH, NC 27603 PHONE: (919) 982-9451 |
| ENGINEER | HDR ENGINEERING INC. OF THE CAROLINAS 460 S. OXFORD ST. SUITE 1000 CHARLOTTE, NC 28202-2875 PHONE: (704) 384-6200 |
| SURVEYOR | HENDERSON CONSULTING 5075 HANCOCK PLAZA CHARLOTTE, NC 28217 PHONE: (919) 362-9161 |
| DATE OF SURVEY | FEBRUARY 3, 2022 |
| EXISTING USE | UNDEVELOPED |
| PROPOSED USE | SUBSTATION |
| PARCEL ID (BUNCOMBE COUNTY PIN) | 0720201480000 |
| DEAD BOOK AND PAGE NUMBER | 0720 - 1888 |
| EXISTING ZONING | R-3 |
| PROPOSED ZONING | CONDITIONAL DISTRICT |
| TOTAL ACREAGE | 30.70 AC. (1,478,100 SQ) |
| ACREAGE OF LAND TO BE DISTURBED/EXPOSED | 15.69 AC. (674,291 SQ) |
| EXISTING IMPERVIOUS AREA | 0.00 AC. |
| PROPOSED IMPERVIOUS AREA % | 5.7% |
| PROPOSED IMPERVIOUS AREA (TOTAL) | 1.75 AC. |
| PROPOSED IMPERVIOUS AREA (TOTAL INCLUDING FUTURE) | 2.15 AC. |
| RIVER BASIN | FRESHWATER |
| DATE PLAN PREPARED | FEBRUARY 14, 2022 |

* THE SUBSTATION PAD IS CONSIDERED TO BE PERVIOUS PER NCDEQ REGULATIONS AND IS NOT CONSIDERED BUILT-UPON AREA FOR THE DEVELOPMENT.

NOTE: NO NATURAL GAS LINES WILL BE INSTALLED AS PART OF THE PROJECT. THE PROJECT IS FOR AN ELECTRIC SUBSTATION WHICH WILL HAVE OVERHEAD TRANSMISSION AND DISTRIBUTION LINES ON THE SITE.



SHEET INDEX

| | |
|----------------------------------------|------------|
| COVER SHEET | SHT 1 OF 7 |
| ALTA / NBPS LAND TITLE SURVEY (1 OF 3) | SHT 2 OF 7 |
| ALTA / NBPS LAND TITLE SURVEY (2 OF 3) | SHT 3 OF 7 |
| ALTA / NBPS LAND TITLE SURVEY (3 OF 3) | SHT 4 OF 7 |
| OVERALL SITE PLAN | SHT 5 OF 7 |
| SITE PLAN (1 OF 2) | SHT 6 OF 7 |
| SITE PLAN (2 OF 2) | SHT 7 OF 7 |

CONTRACT NARRATIVE:
THE PROPOSED REEMS CREEK STATION PROJECT IS LOCATED IN BUNCOMBE COUNTY NEAR WEAVERVILLE, NORTH CAROLINA, AND WILL DISTURB APPROXIMATELY 15.69 ACRES OF AN EXISTING DUKE ENERGY OWNED 30.70 ACRE UNDEVELOPED PARCEL. THE PARCEL WILL BE DEVELOPED IN SUPPORT OF POWER GENERATION NEEDS WITHIN THE AREA AND IS SUBJECT TO A MORE RELIABLE GRID. PRIOR TO INITIATING SITE WORK ASSOCIATED WITH THE CONSTRUCTION OF THE RETAIL SUBSTATION, A DUKE ENERGY CONSTRUCTION CONTRACTOR WILL INSTALL EROSION CONTROL MEASURES TO ENCOMPASS THE ANTICIPATED CONSTRUCTION LIMITS.

GENERAL NOTES:

1. PRIOR TO COMMENCEMENT OF CONSTRUCTION, OBTAIN THE LATEST SUBSTATION PHYSICAL DESIGN FROM DUKE ENERGY. CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN STAKE/COORDINATE.
2. ALL DETAILS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
3. COORDINATE DRIVEWAY CONSTRUCTION WITH HCDOT.
4. THE PROPOSED PROJECT EXPECTED COMPLETION DATE IS NOVEMBER, 2023.



HDR Engineering Inc.
of the Carolinas
100 S. Fayetteville St., Suite 900
Raleigh, NC 27601-3024
919.222.8500



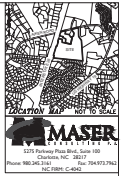
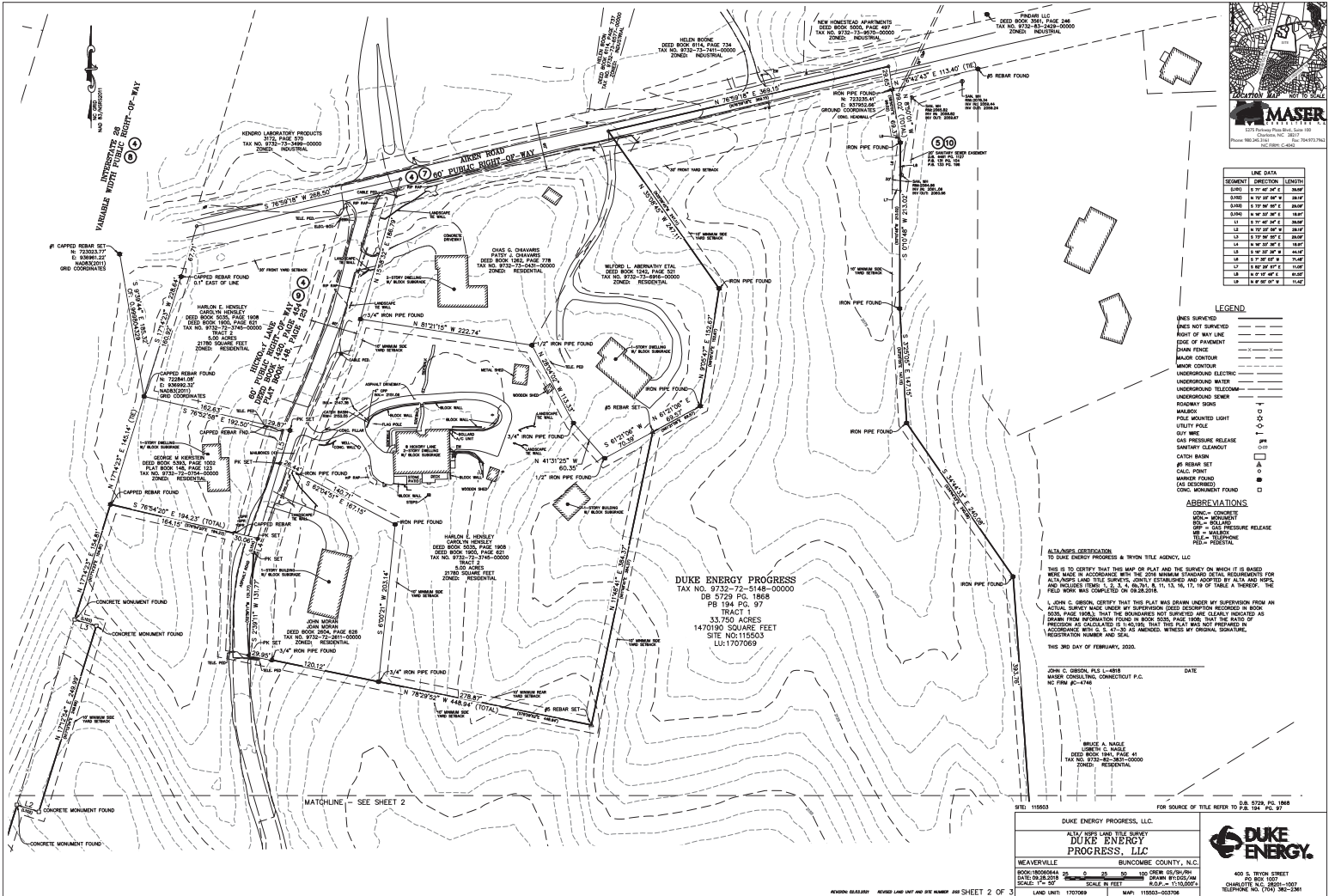
REEMS CREEK 115 KV SUBSTATION

COVER SHEET

| NO. | DATE | REVISION | BY | CHK. | APP. | DATE | LOCATION | SCALE | SCALE RATIO | APP. | DATE |
|-----|------------|--------------------------------|-----|------|------|------------|-------------------------------|-------|-------------|----------|---------------|
| 01. | 02/14/2022 | CONDITIONAL DISTRICT SUBMITTAL | ZEH | JFS | DTB | | REEMS CREEK 115 KV SUBSTATION | | 1:1 | APP. DTB | |
| | | REVISION | | | | 02/14/2022 | DWG NO. RDC-80903 | | | CHK. JFS | SHEET 1 OF 07 |



BEFORE YOU DIG! CALL 811



LINE DATA

| SEGMENT | DIRECTION | LENGTH |
|---------|-----------------|--------|
| 1 | S 10° 45' 00" E | 1.00 |
| 2 | S 10° 45' 00" E | 1.00 |
| 3 | S 10° 45' 00" E | 1.00 |
| 4 | S 10° 45' 00" E | 1.00 |
| 5 | S 10° 45' 00" E | 1.00 |
| 6 | S 10° 45' 00" E | 1.00 |
| 7 | S 10° 45' 00" E | 1.00 |
| 8 | S 10° 45' 00" E | 1.00 |
| 9 | S 10° 45' 00" E | 1.00 |
| 10 | S 10° 45' 00" E | 1.00 |

- LEGEND**
- UNDES SURVEYED
 - RIGHT OF WAY LINE
 - DOG OF PAVEMENT
 - MAJOR CONDUIT
 - UNDERGROUND ELECTRIC
 - UNDERGROUND WATER
 - UNDERGROUND TELECOM
 - ROADWAY SEWER
 - ROADWAY BARR
 - MANHOLE
 - POLE MOUNTED LIGHT
 - UTILITY POLE
 - GAS PRESSURE RELEASE
 - SANITARY CLEANOUT
 - CATCH BASIN
 - REBAR SET
 - CALC. POINT
 - MARKER FOUND (AS RECORDED)
 - CONC. MONUMENT FOUND

- ABBREVIATIONS**
- CONC. = CONCRETE
 - REBAR = REBAR
 - UT = UTILITY
 - HP = HIGH PRESSURE RELEASE
 - SB = SANITARY
 - TEL = TELEPHONE
 - RES = RESIDENTIAL

ALABAMA CERTIFICATION
 TO DUKE ENERGY PROGRESS & TRIVON TITLE AGENCY, LLC
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2008 ALABAMA SURVEYING ACT, AND THAT THE SURVEYOR HAS BEEN LICENSED BY THE BOARD OF SURVEYING AND MAPPING OF ALABAMA. THE SURVEYOR HAS BEEN LICENSED AS A PROFESSIONAL SURVEYOR AND HAS BEEN LICENSED IN THE STATE OF ALABAMA. THE FIELD WORK WAS COMPLETED ON 08.28.2008.
 I, JOHN C. GIBSON, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 2038, PAGE 1024), THAT THE BOUNDARIES WERE CLEARLY IDENTIFIED AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS, PAGE 1024, THAT THE BOUNDARIES OF PROGRESS, AS CALCULATED BY ME, ARE CORRECT, THAT THIS PLAN WAS NOT PREPARED IN ACCORDANCE WITH C.S. 13-2-3 AS AMENDED, WITHOUT MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.
 THIS 3RD DAY OF FEBRUARY, 2009.

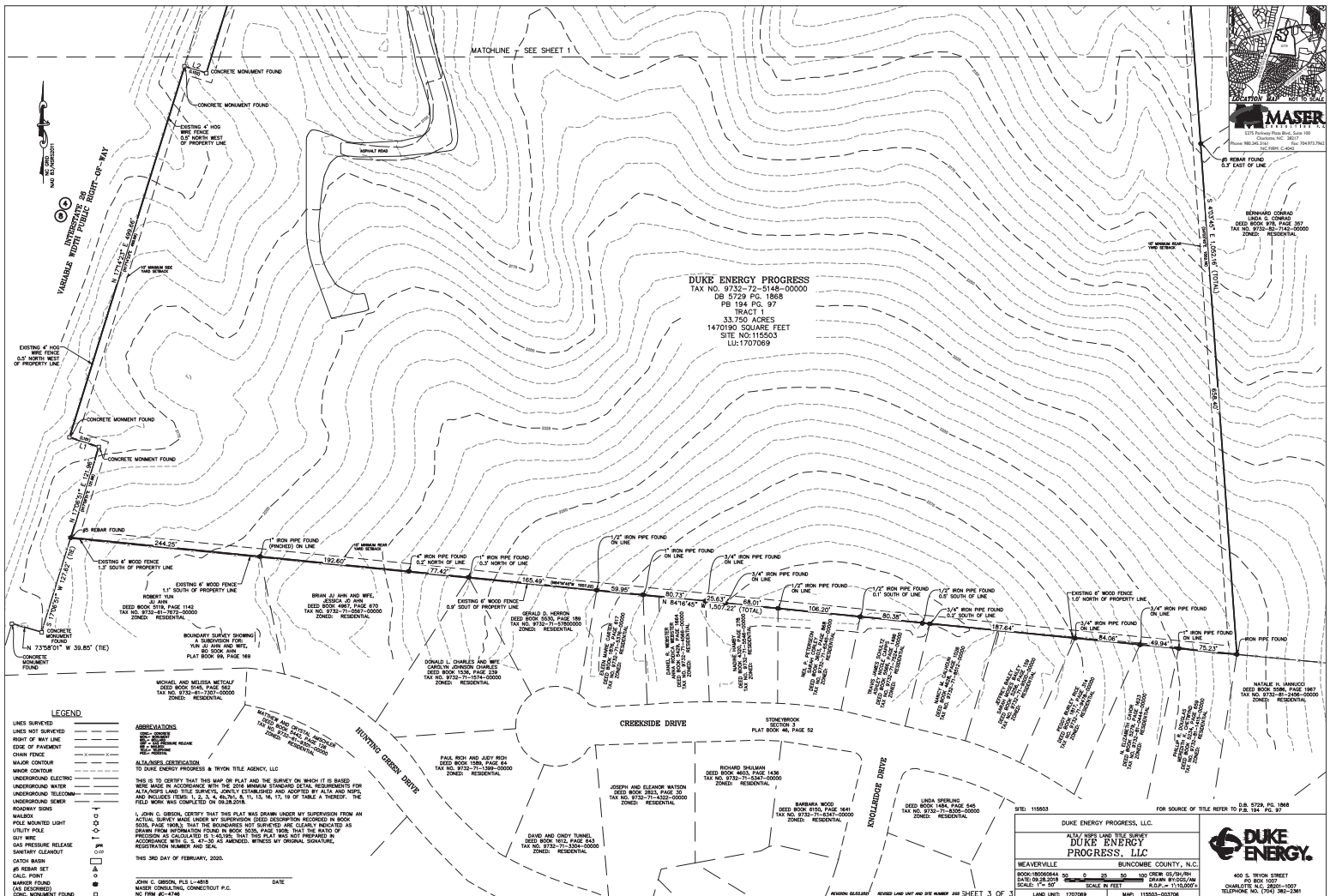
JOHN C. GIBSON, PLS. L-4838
 MASON CONSULTING, CONNECTICUT P.C.
 NO. 700, #3-476

BRUCE A. NAGLE
 JORDAN G. WATKINS
 DEED BOOK 148, PAGE 123
 TAX NO. 9732-77-5148-0000
 ZONED: RESIDENTIAL

DUKE ENERGY PROGRESS
 TAX NO. 9732-77-5148-0000
 DB 5729 PG. 97
 33.750 ACRES
 1470180 SQUARE FEET
 SITE NO: 115503
 LU: 1707069

WFO 115503 DUKE ENERGY PROGRESS, LLC FOR SOURCE OF FILE REFER TO S.B. 2729, P.C. 1868

DUKE ENERGY PROGRESS, LLC
DUKE ENERGY
 WEAVERVILLE, BULLOCK COUNTY, N.C.
 400 S. TRIVON STREET
 CHARLOTTE, N.C. 28202-1007
 TELEPHONE NO. (704) 396-1301



DUKE ENERGY PROGRESS
 TAX NO. 9732-72-5148-00000
 DB 5729 PG. 1868
 PB 194 PG. 97
 33.750 ACRES
 1470190 SQUARE FEET
 TRACT 1
 SITE NO: 115503
 LU: 1707069

- LEGEND**
- LINES SURVEYED
 - LINES NOT SURVEYED
 - POINT OF B.V. LINE
 - EDGE OF PAVEMENT
 - CHAIN FENCE
 - MAJOR CONTOUR
 - MINOR CONTOUR
 - UNDERGROUND ELECTRIC
 - UNDERGROUND WATER
 - UNDERGROUND TELECOM
 - UNDERGROUND SEWER
 - ROADWAY SIGN
 - MAILBOX
 - POLE MOUNTED LIGHT
 - UTILITY POLE
 - GAS PRESSURE RELEASE
 - SANITARY CLEANOUT
 - CATCH BASIN
 - PS REBAR SET
 - CALC. POINT
 - MARKER FOUND (AS DEPOSED)
 - CONC. MONUMENT FOUND

ABBREVIATIONS
 B.C. BOUNDARY CORNER
 C.C. CONCRETE CORNER
 E.C. EXISTING CORNER
 F.C. FENCE CORNER
 I.C. IRON CORNER
 M.C. MARKER CORNER
 P.C. POINT CORNER
 S.C. SURVEY CORNER
 T.C. TRAIL CORNER
 W.C. WATER CORNER

ALTAIR/SPS CERTIFICATION
 TO DUKE ENERGY PROGRESS & TRIVON TITLE AGENCY, LLC
 THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED
 WERE MADE IN ACCORDANCE WITH THE 2008 MINIMUM STANDARD DETAIL REQUIREMENTS FOR
 ALTAIR/SPS AND TITLE SERVICES, JOINTLY ESTABLISHED AND AGREED BY ALTAIR AND SPS,
 AND PURSUANT TO 11 C.F.R. 101.11, 11.13, 11.17, 11.19 OF TITLE A THERETO. THE
 FIELD WORK WAS COMPLETED ON 02/18/2020.

I, JOHN C. GIBSON, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN
 ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK
 182, PAGE 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

DATE: 02/18/2020
 JOHN C. GIBSON, PLS L-4818
 MAJOR CONSULTING, CONNECTICUT P.C.
 NC FIRM #C-4748

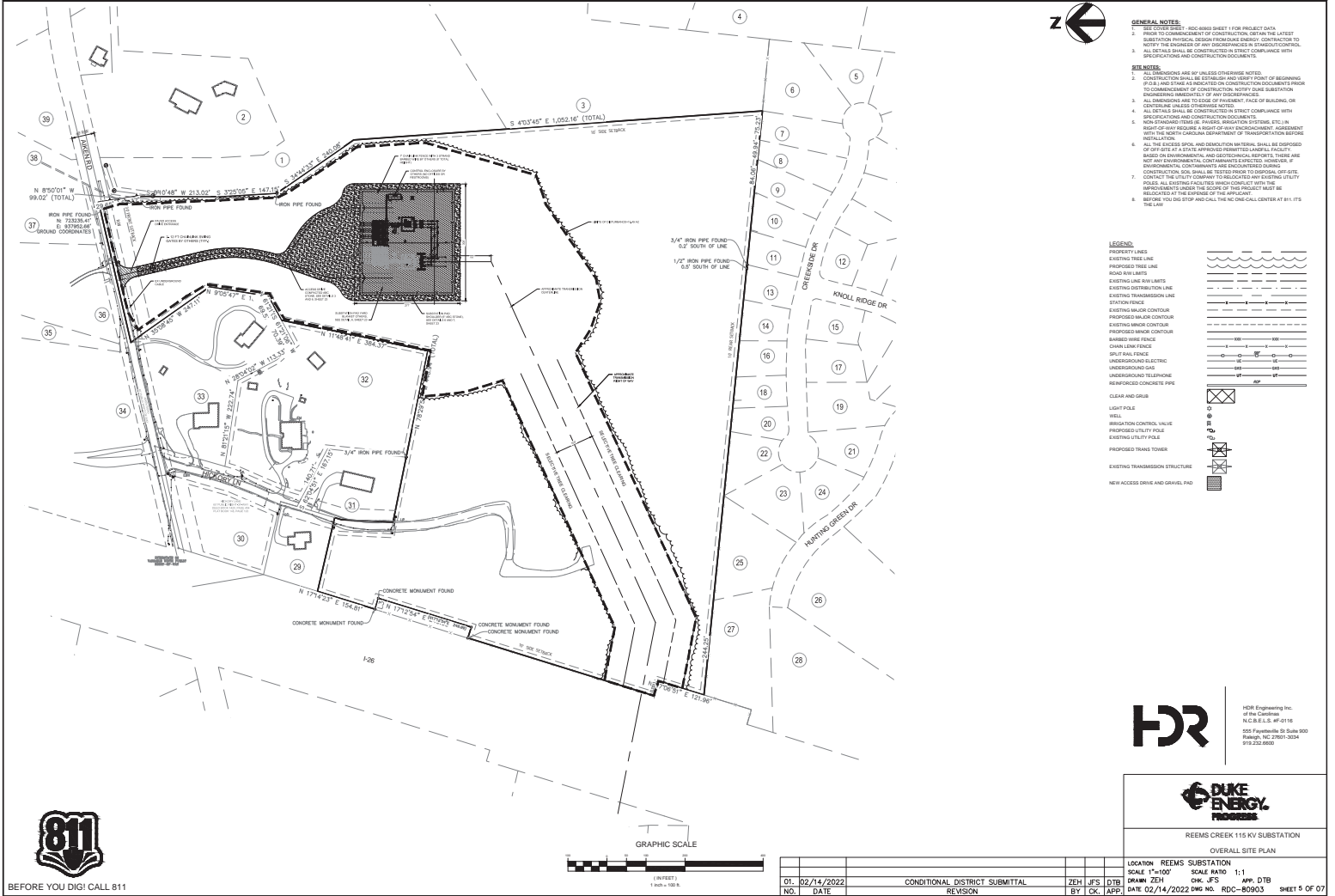
7810 115503 FOR SOURCE OF TITLE REFER TO DB 5729, PG. 1868
 DB 194, PG. 97

DUKE ENERGY PROGRESS, LLC
 ALTAIR/SPS LAND TITLE SURVEY
DUKE ENERGY PROGRESS, LLC

WEAVERVILLE BUNCOMBE COUNTY, N.C.
 BOOK: 18006044 NO. 0 23 50 100 CREW 05/29/19
 DATE: 05/29/19
 SCALE: 1" = 50' SCALE IN FEET R.O.P. = 11/10/2019

LAND USE: 1707069 MAP: 115003-03706

DUKE ENERGY
 400 S. TRYON STREET
 PO BOX 1000
 CHARLOTTE, N.C. 28201-1007
 TELEPHONE NO. (704) 382-1301



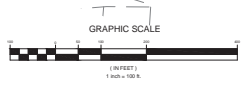
- GENERAL NOTES:**
- SEE COVER SHEET - RDC-6090 SHEET 1 FOR PROJECT DATA.
 - PRIOR TO COMMENCEMENT OF CONSTRUCTION OBTAIN THE LATEST SUBSTITUTION PHYSICAL DESIGN FROM DUKE ENERGY. CONTRACTOR TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN SUBSTITUTION/CONVERSION SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
 - ALL DETAILS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
 - ALL DIMENSIONS ARE AS UNLESS OTHERWISE NOTED.
 - CONSTRUCTION SHALL BE SETBACK AND SETBY STORY AS SHOWN ON PLOANS AND STAKES AS INDICATED ON CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. NOTIFY OWNER OF BUILDING ENGINEERING IMMEDIATELY OF ANY DISCREPANCIES.
 - ALL DIMENSIONS ARE TO EDGE OF PAVEMENT FACE OF BUILDING OR CURBWISE UNLESS OTHERWISE NOTED.
 - ALL DETAILS SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH SPECIFICATIONS AND CONSTRUCTION DOCUMENTS.
 - NON-STANDARD ITEMS BE PAVED, BRIGATION SYSTEMS, ETC. IN ACCORDANCE WITH THE REQUIREMENTS OF THE ENVIRONMENTAL AGENCY. NOTIFY THE HEALTH CARE/CLINICAL DEPARTMENT OF HOSPITALIZATION BEFORE INSTALLATION.
 - ALL THE EXCESS SOIL AND DEMOLITION MATERIAL SHALL BE DEPOSITED AT OFF-SITE AT A STATE APPROVED PERMITTED LANDFILL FACILITY. BASED ON ENVIRONMENTAL AND GEOLOGICAL REPORTS, THERE ARE NO ANY ENVIRONMENTAL CONTAMINANTS IN THE SOIL. IF ENVIRONMENTAL CONTAMINANTS ARE ENCOUNTERED DURING CONSTRUCTION, SOIL SHALL BE TESTED PRIOR TO DISPOSAL. CONTACT THE UTILITY COMPANY TO LOCATED ANY EXISTING UTILITY LINES. ALL EXISTING UTILITIES SHALL BE LOCATED WITH THE APPROPRIATE UTILITY BEFORE THE BEGINNING OF THE PROJECT. SHALL BE RELOCATED AT THE EXPENSE OF THE APPLICANT.
 - BEFORE YOU STOP AND CALL THE ENGINEER CENTER AT 811, IT'S THE LAW.

- LEGEND:**
- EXISTING LINES
 - PROPOSED TREE LINE
 - ROAD RW LIMITS
 - EXISTING AND RW LIMITS
 - EXISTING DISTRIBUTION LINE
 - EXISTING TRANSMISSION LINE
 - STATION FENCE
 - EXISTING MAJOR CONTOUR
 - PROPOSED MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - PROPOSED MINOR CONTOUR
 - BARRIERS AND FENCE
 - OWNER LINES FENCE
 - GRAVEL FENCE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND GAS
 - UNDERGROUND TELEPHONE
 - REINFORCED CONCRETE PIPE
 - CLEAR AND GRUB
 - LIGHT POLE
 - WELL
 - IRRIGATION CONTROL VALVE
 - PROPOSED UTILITY POLE
 - EXISTING UTILITY POLE
 - PROPOSED TRANS TOWER
 - EXISTING TRANSMISSION STRUCTURE
 - NEW ACCESS DRIVE AND GRAVEL PAD

HR HDR Engineering Inc.
of the Carolinas
P.O. Box 11111
505 Fayetteville St Suite 900
Fayetteville, NC 27803-3024
919.221.8500



REEMS CREEK 115 KV SUBSTATION
OVERALL SITE PLAN



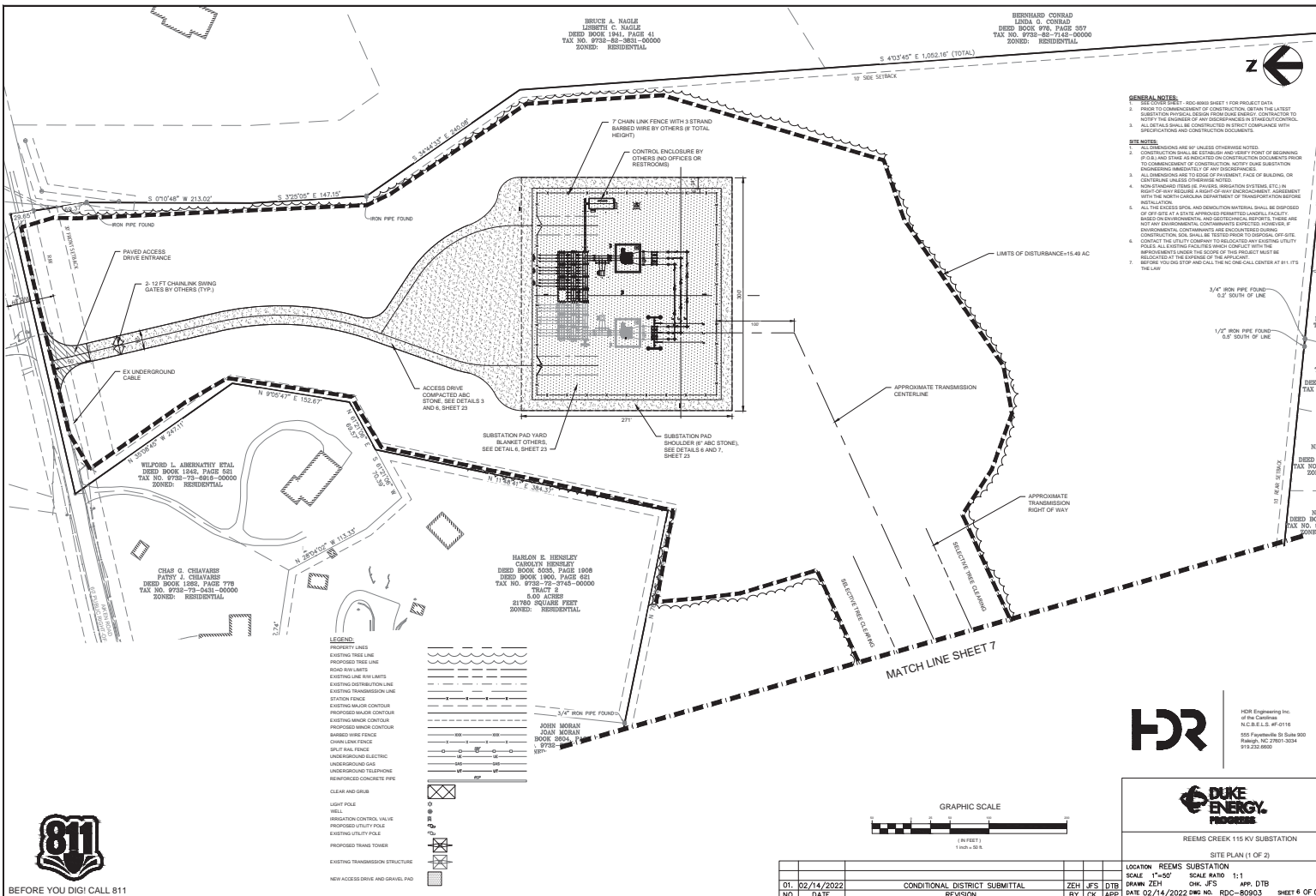
| NO. | DATE | REVISION | BY | CHK. | DTR. | APP. | LOCATION | SCALE | SCALE RATIO |
|-----|------------|--------------------------------|-----|------|------|------|------------------|---------|-------------|
| 01. | 02/14/2022 | CONDITIONAL DISTRICT SUBMITTAL | ZEH | JFS | DTR | APP. | REEMS SUBSTATION | 1"=100' | 1:1 |
| | | REVISION | | | | | | | |



BRUCE A. HAGLE
 ERNEST C. HAGLE
 DEED BOOK 1841, PAGE 41
 TAX NO. 9733-82-1881-0000
 ZONED: RESIDENTIAL

BERNARD CONRAD
 LINDA G. CONRAD
 DEED BOOK 916, PAGE 257
 TAX NO. 9733-82-7142-0000
 ZONED: RESIDENTIAL

- GENERAL NOTES:**
1. REFER TO CONSTRUCTION DOCUMENTS FOR PROJECT DATA.
 2. CONSTRUCTION SHALL BE ESTABLISHED AND SET POINT OF BEGINNING (POB) AND STAKE AS INDICATED ON CONSTRUCTION DOCUMENTS PRIOR TO COMMENCEMENT OF CONSTRUCTION. NOTIFY DUKE SUBSTATION ENGINEERING IMMEDIATELY OF ANY DISCREPANCIES.
 3. ALL DIMENSIONS ARE TO EDGE OF EQUIPMENT FACE OF BUILDING OR CENTRAL LINE UNLESS OTHERWISE NOTED.
 4. NON-STANDARD ITEMS (E.G. PAVES, IRRIGATION SYSTEMS, ETC.) IN FRONT OF ANY PROPERTY ARE SUBJECT TO ENVIRONMENTAL AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BEFORE ANY CONSTRUCTION.
 5. ALL THE EGRESS DRINK AND DRINKING WATER TRENCH SHALL BE CONFORMED TO OFF-SITE AT A STATE APPROVED PERMITTED AND ALL FACILITY BASED ON ENVIRONMENTAL, CONTAMINANT AND ENGINEERING DESIGN. THESE ARE NOT ANY ENVIRONMENTAL CONTAMINANTS EXPRESSED HOWEVER, IF ENVIRONMENTAL CONTAMINANTS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE DESIGN ENGINEER IMMEDIATELY. CONTACT THE UTILITY COMPANY TO LOCATE ANY EXISTING UTILITY LINES. ALL EXISTING UTILITIES SHALL BE MAINTAINED AND IMPROVEMENTS UNDER THE SCOPE OF THIS PROJECT MUST BE REFLECTED AT THE EXPENSE OF THE APPLICANT.
 6. SETBACK: YOU MUST STOP AND CALL THE NC ONE-CALL CENTER AT 811 IF YOU

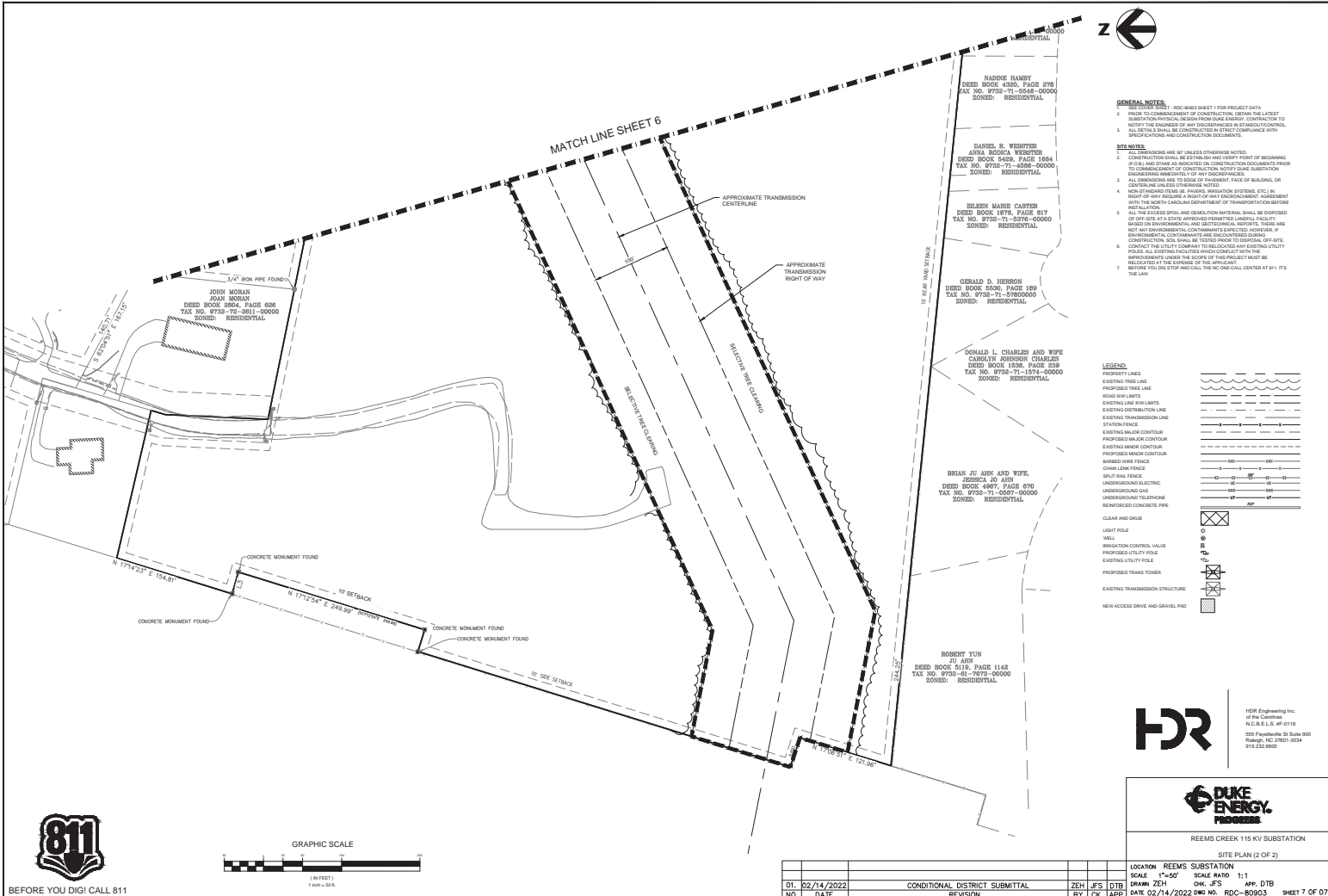


BEFORE YOU DIG! CALL 811



REEMS SUBSTATION 115 KV
 SITE PLAN (1 OF 2)

| NO. | DATE | REVISION | BY | CHK. | APP. |
|-----|------------|--------------------------------|-----|------|------|
| 01 | 02/14/2022 | CONDITIONAL DISTRICT SUBMITTAL | ZEH | JFS | DTB |
| | | | | | |



- GENERAL NOTES:**
1. THE OWNER SHALL PROVIDE ALL NECESSARY INFORMATION FOR PROJECT DATA.
 2. PRIOR TO COMMENCEMENT OF CONSTRUCTION, OBTAIN THE LATEST SUBSTITUTION PHYSICAL DESIGN FROM DUKE ENERGY CONTRACTORS TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES IN STAMBUOL/CONTROL.
 3. ALL UTILITIES SHALL BE CONSTRUCTED IN STRICT COMPLIANCE WITH DUKE ENERGY AND CONSTRUCTION DOCUMENTS.
- SITE NOTES:**
1. ALL DIMENSIONS ARE IN UNLESS OTHERWISE NOTED.
 2. CONSTRUCTION SHALL BE ESTABLISHED AND SET BY POINTS OF BEGINNING TO COMMENCEMENT OF CONSTRUCTION NOTIFY DUKE SUBSTITUTION ENGINEERS IMMEDIATELY OF ANY DISCREPANCIES.
 3. ALL DIMENSIONS ARE TO EDGE OF PAVEMENT, FACE OF BUILDING, OR CENTERLINE UNLESS OTHERWISE NOTED.
 4. RIGHT-OF-WAY (ROW) SHALL BE MAINTAINED THROUGHOUT THE PROJECT. IN RIGHT-OF-WAY ACQUIRE A RIGHT-OF-WAY ENCROACHMENT AGREEMENT WITH THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION BEFORE INSTALLATION.
 5. ALL EXCESS SOIL AND DEMOLITION MATERIAL SHALL BE DEPOSITED AT OR OFF SITE AT A STATE APPROVED PERMITTED FACILITY. BASED ON ENVIRONMENTAL AND GEOTECHNICAL REPORTS, THERE ARE NOT ANY ENVIRONMENTAL CONTAMINANTS DETECTED AT THIS SITE.
 6. LOCATE THE UTILITY COMPANY TO BE LOCATED AND RELOCATE UTILITY POLES ALL EXISTING FACILITIES WHICH CONFLICT WITH THE PROPOSED UTILITY UNDER THE SCOPE OF THE PROJECT MUST BE RELOCATED AT THE EXPENSE OF THE APPLICANT.
 7. REVERSE TO SEE STOP AND GO THE NE CORNER CENTER AT 811. IT'S THE LAW.

- LEGEND:**
- PROPERTY LINES
 - EXISTING TREE LINE
 - PROPOSED TREE LINE
 - ROAD BORN MARKS
 - EXISTING LINE RIGHT LIMITS
 - EXISTING DESTINATION LINE
 - EXISTING TRANSMISSION LINE
 - STATION MARKS
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - EXISTING MAJOR CONTOUR
 - EXISTING MINOR CONTOUR
 - BRIDGE OVER FENCE
 - CHAIN LINK FENCE
 - SOFT SAND FENCE
 - UNDERGROUND ELECTRIC
 - UNDERGROUND GAS
 - UNDERGROUND TELEPHONE
 - REINFORCED CONCRETE PIPE
 - CLEAR AND GRUB
 - LIGHT POLE
 - WELL
 - IRRIGATION CONTROL VALVE
 - PROPOSED UTILITY POLE
 - EXISTING UTILITY POLE
 - PROPOSED TRANS TOWER
 - EXISTING TRANSMISSION STRUCTURE
 - NEW ACCESS DRIVE AND GRAVEL PAD

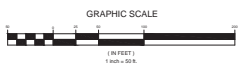


HDR Engineering Inc.
of the Carolinas
N.C.S.E.E.S. #1-0116
555 Fayetteville St. Suite 300
Raleigh, NC 27601-3034
919.232.8600



REEMS CREEK 115 KV SUBSTATION
SITE PLAN (2 OF 2)

| NO. | DATE | REVISION | BY | CHK. | APP. | DATE | APP. NO. | SHEET |
|-----|------------|--------------------------------|-----|------|------|------------|-----------|---------|
| 01. | 02/14/2022 | CONDITIONAL DISTRICT SUBMITTAL | ZEH | JFS | DTB | | | |
| | | REVISION | | | | 02/14/2022 | RDC-80903 | 7 OF 07 |



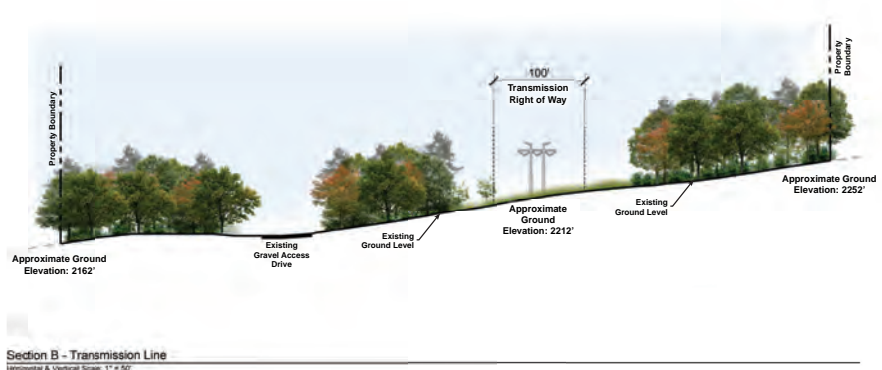
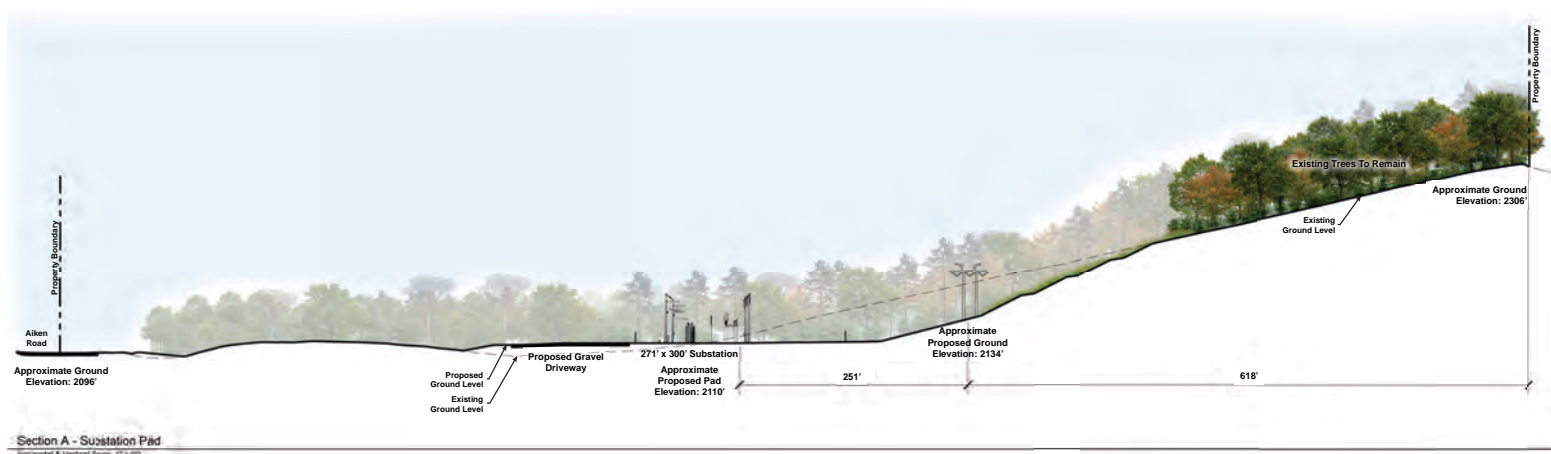


REEMS CREEK 115vK SUBSTATION

Conditional District Plan
Date: 02-08-2022

Scale: 1" = 80'





REEMS CREEK 115vK SUBSTATION

Conditional District Sections
Date: 02-08-2022



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: May 23, 2022

SUBJECT: Public Hearing on Code Amendments to Ch. 20 – Solar Collectors, Sidewalk Waivers, & Certain Technical Changes

PRESENTER: Planning Director

ATTACHMENTS: Notice of Public Hearing
Planning Board Recommendation and Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

Tonight’s public hearing is on proposed text amendments to Code Chapter 20 pertaining to solar collector systems, sidewalk waivers, and technical changes to correct typographical errors and an inconsistency in Code provisions regarding the change of the name of the planning board.

On January 4, 2022, March 2, 2022, and April 5, 2022, the Planning Board reviewed these attached proposed text amendments and unanimously found that the proposed text amendments are consistent with the Town’s Comprehensive Plan and recommended adoption of same. The Planning Board’s recommendation is attached and includes the full text of the proposed ordinance.

Notice of the public hearing was duly advertised as required by North Carolina law and Code Chapter 20.

TOWN COUNCIL ACTION REQUESTED:

Receive public input on the proposed text amendments.

TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING ON PROPOSED CODE AMENDMENTS
RELATED TO LAND USE REGULATIONS
WITH REMOTE ELECTRONIC MEETING CREDENTIALS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday, May 23, 2022, beginning at 6:00 p.m., or as soon thereafter as the matter may be reached, for the purpose of receiving public input on proposed Code Amendments related to land use regulations for solar collectors, sidewalk waivers, and a technical change.**

This public hearing is to occur as part of Town Council’s regular monthly meeting which is scheduled as both an in-person meeting in the Community Room and Council Chambers at Town Hall located at 30 South Main Street, Weaverville, and as an electronic audio/video meeting via Zoom Meeting.

FOR REMOTE PARTICIPATION, a virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The **INSTRUCTIONS TO ACCESS THE REMOTE ELECTRONIC PUBLIC MEETING** are:

To join the meeting **BY COMPUTER**, use this link <https://us02web.zoom.us/j/85948891960>. You may be asked for permission to access your computer’s video and audio. If so, click “allow.” You will then be asked for the Meeting ID which is: 859 4889 1960.

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

For those wishing to submit a comment remotely, at the appropriate time you will be asked to “raise a hand” if you would like to give a comment. This is found in with the reactions button on Zoom. You must be recognized before giving your comment and are asked to turn your video on during your comments if possible.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be made a part of the record of the public hearing. Written public comments can be submitted as follows: (1) by **EMAILING** to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a **DROP BOX** at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) **BY MAILING** your written comment (must be received not later than Monday’s mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

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



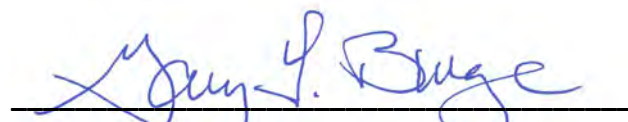
**Town of Weaverville
Planning Board**

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

On January 4, 2022, March 2, 2022, and April 5, 2022, the Planning Board reviewed and, in a unanimous vote, recommend to Town Council the attached proposed text amendments which pertain to solar collector systems, sidewalk waivers, and a technical change to correct a typographical error and inconsistency in Code provisions regarding the name of the planning board.

The Planning Board has found that the attached proposed text amendments related to new solar collector systems are consistent with the Town's Comprehensive Plan, reasonable and in the Town's best interest in that the amendments provide for more orderly development and clarification of standards for sidewalk waivers.

The Planning Board has also found that a reference to the "planning and zoning board" was inadvertently not corrected and is currently inconsistent with other provisions of the Code and should be corrected.



Gary Burge, Chairman of the Planning Board

April 5, 2022

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20
CONCERNING SOLAR COLLECTOR SYSTEMS, SIDEWALK WAIVERS,
AND TECHNICAL CHANGES**

WHEREAS, the Planning Board met January 4, 2022, March 2, 2022, and April 5, 2022, in order to discuss certain Code amendments that would define and regulate solar collector systems, amended the standards for sidewalk waivers, and to review proposed technical changes to correct typographical errors;

WHEREAS, the Planning Board found that the proposed code amendments concerning solar collector systems and sidewalk waivers are consistent with the Town’s comprehensive land use plan and are reasonable and in the best interest of the public in that such amendments provide for more orderly development by regulating a previously unregulated use;

WHEREAS, the Planning Board also found that the proposed technical change is consistent with the Town’s comprehensive land use plan and are reasonable and in the best interest of the public in that they correct a typographical error currently in the Code;

WHEREAS, after proper notice the Town Council held a public hearing on May 23, 2022, in order to receive input from the public on the amendments related to solar collector systems, sidewalk waivers, and the proposed technical changes;

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

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town’s adopted comprehensive land use plan.
2. Code Section 20-1202 is hereby amended to add the following definition:

Solar Collector System. The components and subsystems required to convert solar energy into electric or thermal energy suitable for use.

Solar Collector System – Roof-Mounted. A solar collector system attached to the roof of a primary or accessory structure. Included within this definition are solar canopies which are attached to primary, or accessory structures or a secondary dwelling.

Solar Collector System – Ground-Mounted. A freestanding solar collector system mounted on the ground using either a metal frame or pole, or other structural framework. Included within this definition are solar canopies which are freestanding and not attached to a primary or accessory structure or a secondary dwelling.

3. Code Section 20-3205 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3205. Table of uses.

The following notes shall be applicable to the Table of Uses established herein.

- (1) Additional standards for those uses identified on the Table of Uses as "permitted with standards" are found in article III of part III of this chapter.
- (2) If a proposed use can't be found on the table of uses herein established or is not specifically defined herein, then the zoning administrator shall make a determination on which use most closely resembles the proposed use and shall apply those regulations and restrictions. Such determination may be made as a formal interpretation, or as part of an issuance or denial of a zoning permit or a notice of violation. The zoning administrator's determination is subject to an appeal of an interpretation which shall be heard by the board of adjustment.

- (3) The abbreviations and symbols shown in the Table of Uses have the following meanings:

"C" = Conditional District required

"P" = Permitted

"PS" = Permitted with Standards

"-" = Not Permitted

| USES | R-1 | R-2 | R-3 | R-12 | C-1 | C-2 | I-1 | MHO |
|----------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| UTILITIES | | | | | | | | |
| <u>Solar Collector System – Primary Use</u> | - | - | - | - | - | - | <u>PS</u> | - |
| MISCELLANEOUS USES | | | | | | | | |
| <u>Solar Collector System – Roof Mounted – Accessory Use</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> |
| <u>Solar Collector System – Ground Mounted – Accessory Use</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> |

4. Code Section 20-3323 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3323. Accessory structures.

- (a) The footprint of accessory structures within any residential zoning district shall not exceed the following maximum footprint(s).

| Lot Size | One Structure | All Structures |
|-------------------|-------------------|-------------------|
| Less than 1 acre | 800 square feet | 1,000 square feet |
| 1 to 3 acres | 1,200 square feet | 1,600 square feet |
| More than 3 acres | No limit | No Limit |

- (1) The footprint of any structure defined as "dwelling - secondary" shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Code section 20-3309.
 - (2) The footprint of any structure defined as "solar collector system – ground mounted" shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Code section 20-3327.
 - (3) The footprint of any accessory structure implemented with any use defined as "agriculture - commercial" or "agriculture - neighborhood" shall not be included in the calculation of foot print for accessory structures but such structures shall meet the additional standards established by Code section 20-3305 and Code section 20-3306.
- (b) Accessory structures shall not exceed the height of the primary structure and in no event exceed 25 feet.
 - (c) Accessory structures shall only be located within the side or rear yard of the primary structure and shall only be permitted within the setbacks established by the applicable zoning district.
 - (d) Accessory structures providing common facilities for residential developments, including but not limited to a clubhouse, mail receptacle facilities, pool house, rental or property management office, shall not be subject to the footprint limits or location requirements established in this section.

5. Code Section 20-3327 is hereby added as follows:

Sec. 20-3327. – Solar Collector Systems

- (a) Solar collector systems of any kind, regardless of whether they are primary or accessory uses, shall not be placed within the setbacks established by the underlying zoning district.
- (b) Ground mounted solar collector systems that are accessory uses shall only be located within the side or rear yard of the primary structure, except as provided by subsection (c) below.
- (c) In order to provide for reasonable availability of solar collector systems on double fronted and corner lots, ground mounted solar collector systems are allowed in one of the "front" yards for double-fronted or corner lots. All setbacks are still applicable and attempts should be made to place it in the "front" yard that has the least public view.
- (d) Ground mounted solar systems that are accessory uses shall not exceed 25% of the footprint of the primary structure.
- (e) Ground mounted solar collector systems that are accessory uses shall not exceed the height of the primary structure on the property and in no case be taller than 15 feet as measured from finished grade to the highest point of the structure.
- (f) Ground mounted solar collector systems, whether a primary use or an accessory use, that are abandoned or are no longer operational must be timely removed and failure to do so

may result in the revocation of the zoning permit and/or other enforcement action. For purposes of this section abandonment of a solar collector system means that the system has not been in use for 180 consecutive days or more, regardless of any intent or efforts to resume the use.

6. Code Section 20-3108 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3108. Quasi-judicial zoning decisions.

(e) *Sidewalk waivers.* The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements, with a majority vote of the members based on competent, material, and substantial evidence. Limitations and standards applicable to sidewalk waivers are as follows:

(1) Sidewalk requirements imposed by a conditional district or special use permit are not eligible for a waiver of such sidewalk requirements.

(2) Major subdivisions are not eligible for a waiver of the sidewalk requirement for sidewalks on new streets proposed for construction within the major subdivision. Major subdivisions may, however, be granted a sidewalk waiver of the sidewalk requirements along existing streets upon the finding that:

(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or

(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or

(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.

(3) Minor subdivisions may be granted a sidewalk waiver upon the finding that:

(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or

(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or

(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.

7. The following technical changes are hereby made to Chapter 20: The reference to the “planning and zoning board” in subsection (b) of Code Sec. 20-3110 is amended to read “planning board”.
8. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.
9. These amendments shall be effective immediately upon adoption and immediately codified.

ADOPTED THIS the ____ day of _____, 2022, by a vote of ___ in favor and ___ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

JAMES ELLER, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, April 25, 2022**

The Town Council for the Town of Weaverville met for its regularly monthly meeting on Monday, March 28, 2022, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC with remote access via zoom.

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

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

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Councilmember Nagle moved for the approval of the agenda. Vice Mayor McKenna seconded the motion. All voted in favor of the motion to approve all the agenda. Motion passed 7-0.

3. Consent Agenda

Councilmember Jackson moved for the approval of the Consent Agenda. Councilmember Wood seconded the motion. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

A. Town Council Minutes – *approved March 28, 2022 regular meeting minutes of Council*

B. Town Council Minutes – *approved April 19, 2022 regular workshop minutes of Council*

C. Monthly Tax Report – *Information only; submitted by Buncombe County Tax Department*

D. Budget Amendment – Community Center (Rec Complex) – *Budget amendment for donations made to the Community Center for the Recreation Complex*

E. Road Closure Ordinance – *Fourth of July celebration*

F. Set Public Hearing – *FY 2022 – 2023 Budget public hearing set for May 23, 2022 at 6pm*

G. Set Public Hearing – *Public Hearing for a zoning text amendment and a conditional district set for May 23, 2022 at 6pm*

4. Town Manager's Report

Ms. Coffey presented her Manager's report to Council which included information related to Arbor Day, Buncombe County ARP grant request, 2023 Citizens Academy, DWSRF update, and an I-26 bridge replacement project update.

5. General Public Comment

General public comments may be submitted either during the meeting or in writing in advance of the meeting. Normal rules of decorum apply to all comments. The general public comments section of the meeting will be limited to 20 minutes and priority will be given to those commenters in attendance. Individuals presenting comments during the meeting are generally limited to 3 minutes. Written comments that are timely received will be provided to Town Council, included as part of the minutes of the meeting, and read into the record during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (must be received not later than Monday's mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

Mayor Fitzsimmons read a statement regarding general public comment during Town Council meetings. Mr. Eller also noted that no comments had been received via email, or written comment through the drop boxes or mail.

Jim Proffitt of 16 Saint Browns Place spoke to Council regarding his opposition to the possibility of turning a portion of Lakeshore Drive into a one-way street.

Thomas Veasey of 69 Lakeshore Drive spoke to Council regarding his opposition to the possibility of turning a portion of Lakeshore Drive into a one-way street.

Conley Hyer, Sharron Proffitt, Edith Brown and Glee Basmer ceded their time to speak to Mr. Proffitt and Mr. Veasey.

Michael Matthews spoke to Council regarding his opposition to the expansion of the water treatment plant.

Lou Accornero spoke to Council regarding downtown parking issues.

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

Mayor Fitzsimmons closed the public comment period.

6. Discussion and Action Items

A. FY 2022-2023 Budget Presentation

Pursuant to NCGS 159-11 and the North Carolina Budget and Fiscal Control Act, Ms. Coffey presented Town Council with the proposed balanced budget for fiscal year 2022-2023 along with the required budget message. Along with an overview of the proposed budget it was noted that the public hearing on the budget was set for May, 23 at 6pm earlier in the consent agenda. Ms. Coffey also noted that the proposed budget had been filed with the Town Clerk and posted to the Town's website for public inspection. The budget does not propose an increase in the property tax rate.

B. Conditional District for Duke Energy Substation – Set Public Hearing

Mr. Eller presented information related to the proposed conditional district for a Duke Energy substation on a 33.75 acre tract in the vicinity of Aiken Road and Hickory Lane. It was noted that

the proposed conditional district had been reviewed by the Planning Board and that a unanimous favorable recommendation would be presented to Town Council at their May 23 meeting. Councilmember Nagle noted that he owns property that adjoins the property that is proposed for this substation.

Mayor Fitzsimmons motioned to set the public hearing for May 23. Councilmember Cordell seconded the motion. All voted in favor of the motion. Motion passed 7-0.

C. Update on Regional Water Discussion

Mayor Fitzsimmons briefly updated Council regarding meetings that have been held with regional authorities related to the Town's water system and noted that he expected to give a more complete update at Town Council's next meeting.

D. Waterline Extension Request – Pleasant Grove Townhomes

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

No motion was made related to the waterline extension request and, therefore no action was taken.

Warren Sugg spoke to Town Council regarding the waterline extension request and requested that the item be placed on the May 23 regular meeting agenda for action.

E. Lake Louise Area Traffic Pattern Discussion

At a previous meeting of Town Council a suggestion was made to consider changing to a one-way traffic configuration around Lake Louise. Staff met regarding the issue and an internal traffic study was conducted. Staff reported that a one-way traffic configuration would present several challenges to the immediate vicinity and surrounding neighborhoods.

Councilmember Cordell noted that more information was needed related to the issue and this position became the consensus of Council. The Town Manager was asked to see if Traffic Planning Design could conduct a study and report back on the matter.

F. Quarterly Report – Finance

Ms. Dozier presented Town Council with the quarterly report for the Finance Department.

G. Quarterly Report – Planning

Mr. Eller presented Town Council with the quarterly report for the Planning Department.

7. Adjournment.

Councilmember Chase motioned to adjourn the meeting. Vice Mayor seconded the motion. Motion passed 7-0. Meeting adjourned at approximately 7:30.

James Eller, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Saturday, May 14, 2022**

The Town Council for the Town of Weaverville met for a special called workshop on Saturday, May 14, 2022, at 9:00 a.m.

Councilmembers present were: Mayor Fitzsimmons, Vice Mayor McKenna and Councilmembers Jackson, Cordell, Chase and Wood. Councilmember Nagle was absent.

Staff members present were: Town Attorney Jennifer Jackson, Clerk/Planning Director James Eller, Water Resources Superintendent Trent Duncan.

1. Call to Order

Mayor Patrick Fitzsimmons called the meeting to order at 9:00 a.m.

2. Land Use Retreat

Mayor Fitzsimmons spoke regarding the development pressures being experienced and that are expected for properties in and around town, described demographic information related to the town, the need to describe which development is desired or undesired, and the need to identify properties which are desirable for voluntary annexation. Mayor Fitzsimmons described 10 questions which had been formulated for the retreat and requested members of Council to rate the importance of each question. Mayor Fitzsimmons then recognized Chris Joyell, the Director of Asheville Design Center, who would be facilitating the retreat.

Mr. Joyell spoke regarding development pressures being experienced in Western North Carolina, identifying desired development features, voluntary annexation, and water system expansion. Mr. Joyell then recognized Planning Director Eller.

Mr. Eller spoke regarding the Town Council adopted Comprehensive Land Use Plan and the future land use map contained therein, the density of growth is largely determined by public utilities, the effect of Town Council's decision on increasing the capacity of the water system and that decisions effect on the town's land use regulations, the removal of the Town's extra-territorial jurisdiction by the State Legislature in 2014, an annexation agreement with the Towns of Weaverville and Woodfin, the distinction between the Town of Woodfin and Woodfin Water District, town service provision levels to different types of development, sidewalks, Town Council decisions regarding land use and current land use regulations. Furthermore, Mr. Eller identified the following areas as likely to see future development pressures on the periphery of town.

- Growth Area 1: Gill Branch Valley
- Growth Area 2: Monticello West
- Growth Area 3: Monticello East / Ollie Weaver

- Growth Area 4: I-26 Corridor North
- Growth Area 5: Reems Creek Valley

Mr. Joyell spoke further regarding a guide developed by Mount Holly which provides development guidelines for voluntary annexations and spoke to Council regarding desired and undesired development features for commercial, industrial and residential developments. Using the growth areas identified by staff and the desired development features identified by Town Council Mr. Joyell facilitated a conversation regarding a review of properties on the periphery of town and the desired development in those areas based upon the availability of infrastructure and the presence of neighboring water providers.

There was agreement that additional work needs to be done by Town Council in order to develop consensus around each of the identified growth areas and the preparation of guidance documents that could address desirable and undesirable development outside of the Town's municipal limits.

3. Adjournment.

Mayor Fitzsimmons declared the meeting adjourned at 1:00 p.m..

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County provides the following monthly tax report for April 2022, which indicates a current collection rate of 99.52%. This report is provided for information only.

No action is requested or required.

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

**Tax Year 2021
Summary for YTD Apr 2022:**

| | | |
|---------------------------------------|-----------|------------------|
| Original Billed Amts | \$ | 3,717,653 |
| Abs Adj (Adjustments by Assessor) | \$ | (2,659) |
| Bill Releases | \$ | (33) |
| Discovery Levy | \$ | 14,153 |
| Additional Levy | \$ | 527 |
| Net Levy | \$ | 3,729,641 |
| Total Current Year Collections | \$ | 3,711,768 |
| % Collected | | 99.52% |
| Total Left to be Collected: | \$ | 17,872 |
| Prior Years Tax Paid | \$ | 38,198 |
| Prior Years Interest Paid | \$ | 3,133 |

Data as of: 5/1/2022 11:31:05 PM

Report Parameters:

Date Sent to Finance Start: **Min - April 1, 2022** Date Sent to Finance End: **Max - April 30, 2022** Abstract Type: **BUS,IND,PUB,REI,RMV**
 Tax District: **WEAVERVILLE**

Levy Type: **Admin Expense, Advertisement Fee, Attorney Fee, Collection Fee 5, Collection Fee 9, Cost, Docketing Expense, EXPENSE, FEE INTEREST, Garnishment Fee, Interest, LATE LIST PENALTY, Legal Ad Expense, NSF Penalty, Postage Expense, Sheriff Service Fee, SPECIAL ASSESSMENT, TAX, VEHICLE FEE, WEAVERVILLE TAX**

Tax Year: **2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004** Year For: **2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004** Collapse Districts: **N**

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

| Fiscal Year Activity from July 1, 20XX to April 30, 2022 | | | | | | | | | | | | | | Activity from April 1, 2022 to April 30, 2022 | | | |
|----------------------------------------------------------|-----------------------|-----------------------|----------------------|----------------------|---------------|-------------------------|-----------|-------------------|-----------|---------------------|---------------|-----------------------|----------------------|-----------------------------------------------|--|--|--|
| Tax Year | Orig. Billed Amt (\$) | Abs. Adj (\$) | Bill Releases (\$) | Disc. Levy (\$) | Net Levy (\$) | Collection Fee Amt (\$) | % Coll. | Amt Collect. (\$) | % Uncoll. | Unpaid Balance (\$) | Abs. Adj (\$) | Bill Releases (\$) | Disc. Levy (\$) | | | | |
| | | Assessor Refunds (\$) | Net Collections (\$) | Additional Levy (\$) | | | | | | | | Assessor Refunds (\$) | Additional Levy (\$) | | | | |
| TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest | | | | | | | | | | | | | | | | | |
| 2021 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,488.45 | 0.00 | 0.00 | 0.00 | 644.52 | 0.00 | 0.00 | | | | |
| 2020 | 0.00 | 0.00 | 4,488.45 | 0.00 | 0.00 | 0.00 | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2019 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 11,366.33 | 0.00 | 0.00 | 0.00 | 3.81 | 0.00 | 0.00 | | | | |
| 2018 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2017 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 4,892.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2016 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2015 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 316.01 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2014 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| 2013 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 39.57 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | 64.92 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | 100.08 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | 6.70 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |
| | | | | | | | 1,020.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | | | | |

| | | | | | | | | | | | | | | | |
|---------------------------------------------------------------|---------------------|-----------------|---------------------|------------------|---------------------|---------------------|-------------|-------------|---------------------|---------------------|------------------|-------------|-------------|-------------|-------------|
| 2012 | 0.00 | 0.00 | 1,020.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | NA | 164.64 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 730.74 | 730.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2011 | 0.00 | 0.00 | 730.74 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 12.59 | 12.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 12.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | NA | NA | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Sub. | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 23,038.45 | 23,038.45 | 812.97 | 0.00 | 0.00 | 0.00 | 0.00 |
| TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY | | | | | | | | | | | | | | | |
| 2022 | 0.00 | 0.00 | 0.00 | 705.91 | 705.91 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2021 | 1,320.31 | 14.28 | 0.54 | 3,159.35 | 4,464.84 | 4,464.84 | 0.00 | 0.00 | 95.19% | 95.19% | 28.50 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1,211.84 | 418.91 | 0.96 | 6,083.77 | 7,107.56 | 7,107.56 | 0.00 | 0.00 | 6,657.33 | 6,657.33 | 2.03 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 6,657.33 | 231.82 | 0.00 | 0.00 | 0.00 | 0.00 | 93.67% | 93.67% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Sub. | 2,532.15 | 433.19 | 1.50 | 9,949.03 | 12,278.31 | 12,278.31 | 0.00 | 0.00 | 10,907.21 | 10,907.21 | 30.53 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 10,907.21 | 231.82 | 0.00 | 0.00 | 0.00 | 0.00 | 88.83% | 88.83% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX | | | | | | | | | | | | | | | |
| 2022 | 0.00 | 0.00 | 0.00 | 2,541.87 | 2,541.87 | 2,541.87 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0% | 0% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2021 | 3,717,652.88 | 2,659.05 | 33.27 | 14,153.16 | 3,729,640.56 | 3,729,640.56 | 0.00 | 0.00 | 3,711,768.49 | 3,711,768.49 | 17,472.79 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 3,354,216.35 | 5.92 | 3,711,774.41 | 526.84 | 0.00 | 0.00 | 0.00 | 0.00 | 99.52% | 99.52% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2020 | 5,400.00 | 5,400.00 | 59.94 | 22,850.56 | 3,374,333.73 | 3,374,333.73 | 0.00 | 0.00 | 3,370,611.30 | 3,370,611.30 | 32.81 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1,451.48 | 1,451.48 | 3,372,062.78 | 2,726.76 | 0.00 | 0.00 | 0.00 | 0.00 | 99.89% | 99.89% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2013 | 73,342.49 | 0.00 | 1,623.13 | 0.00 | 71,719.36 | 71,719.36 | 0.00 | 0.00 | 71,719.36 | 71,719.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 71,719.36 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100% | 100% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2012 | 68,037.63 | 0.00 | 1,498.22 | 0.00 | 66,539.41 | 66,539.41 | 0.00 | 0.00 | 66,539.41 | 66,539.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 66,539.41 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100% | 100% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2011 | 82.56 | 0.00 | 0.00 | 0.00 | 82.56 | 82.56 | 0.00 | 0.00 | 82.56 | 82.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 82.56 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 100% | 100% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Sub. | 7,213,331.91 | 8,059.05 | 3,214.56 | 39,545.59 | 7,244,857.49 | 7,244,857.49 | 0.00 | 0.00 | 7,220,721.12 | 7,220,721.12 | 17,505.60 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 1,457.40 | 1,457.40 | 7,222,178.52 | 3,253.60 | 0.00 | 0.00 | 0.00 | 0.00 | 99.67% | 99.67% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX | | | | | | | | | | | | | | | |
| 2019 | 49,954.82 | 0.00 | 191.19 | 0.00 | 49,763.63 | 49,763.63 | 0.00 | 0.00 | 43,545.59 | 43,545.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 43,545.59 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 87.50% | 87.50% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2018 | 1,576.57 | 0.00 | 3.29 | 0.00 | 1,573.28 | 1,573.28 | 0.00 | 0.00 | 914.17 | 914.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 914.17 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 58.11% | 58.11% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| 2017 | 771.97 | 0.00 | 2.21 | 0.00 | 769.76 | 769.76 | 0.00 | 0.00 | 145.15 | 145.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | 0.00 | 0.00 | 145.15 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 18.86% | 18.86% | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

| | | | | | | | | | | | | | |
|--------------|---------------------|-----------------|---------------------|------------------|---------------------|---------------------|------------------|------------------|-------------|-------------|-------------|-------------|-------------|
| 2016 | 217.62 | 0.00 | 2.56 | 0.00 | 215.06 | 168.06 | 47.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 168.06 | 0.00 | 0.00 | 78.15 % | 21.85 % | | | | | | |
| 2015 | 201.36 | 0.00 | 8.59 | 0.00 | 192.77 | 160.43 | 32.34 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 160.43 | 0.00 | 0.00 | 83.22 % | 16.78 % | | | | | | |
| 2014 | 2,126.15 | 0.00 | 5.98 | 0.00 | 2,120.17 | 23.32 | 2,096.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 23.32 | 0.00 | 0.00 | 1.10 % | 98.90 % | | | | | | |
| 2013 | 570.35 | 0.00 | 0.00 | 0.00 | 570.35 | 1.15 | 569.20 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 1.15 | 0.00 | 0.00 | 0.20 % | 99.80 % | | | | | | |
| 2012 | 752.46 | 0.00 | 111.58 | 0.00 | 640.88 | 204.72 | 436.16 | 204.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 204.72 | 0.00 | 0.00 | 31.94 % | 68.06 % | | | | | | |
| 2011 | 1,636.85 | 0.00 | 0.00 | 0.00 | 1,636.85 | 0.00 | 1,636.85 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0 % | 100 % | | | | | | |
| 2010 | 277.25 | 0.00 | 0.00 | 0.00 | 277.25 | 0.00 | 277.25 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 0.00 | 0.00 | 0.00 | 0 % | 100 % | | | | | | |
| Sub. | 58,085.40 | 0.00 | 325.40 | 0.00 | 57,760.00 | 45,162.59 | 12,597.41 | 204.72 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 0.00 | 45,162.59 | 0.00 | 0.00 | 78.19 % | 21.81 % | | | | | | |
| Total | 7,273,949.46 | 8,492.24 | 3,541.46 | 49,494.62 | 7,314,895.80 | 7,299,829.37 | 38,104.88 | 18,553.82 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| | | 1,457.40 | 7,301,286.77 | 3,485.42 | 0.00 | 99.48 % | 0.52 % | | | | | | |

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 23, 2022
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education, and Law Enforcement activities. For the quarter ending 3/31/2022 the Town received **\$963.66** for Alcohol Education and **\$669.04** for Law Enforcement.

The Town collected an additional **\$100.00** in Cops for Kids donations in May 2022, bringing the fiscal year-to-date total to \$17,254.88.

The Town also received donations totaling **\$130.00** for the Pink Patch Project in April 2022.

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

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2021-2022

Town of Weaverville

What expense accounts are to be increased?

| <u>Account</u> | <u>Account Description</u> | <u>Transfer Amount</u> |
|-------------------|----------------------------------|------------------------|
| 010-430-431-26400 | Police - Alcohol Ed & Prevention | \$963.66 |
| 010-430-431-26450 | Police - ABC Law Enforcement | \$669.04 |
| 010-430-431-26609 | Pink Patch Project (Expenditure) | \$130.00 |
| 010-430-431-26608 | Cops for Kids (Expenditure) | \$100.00 |

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

| <u>Account</u> | <u>Account Description</u> | <u>Transfer Amount</u> |
|-------------------|---------------------------------|------------------------|
| 010-004-300-06045 | ABC Store - Alcohol Education | \$963.66 |
| 010-004-300-06050 | ABC Store - Police Dept Revenue | \$669.04 |
| 010-004-300-09029 | Pink Patch Project (Revenue) | \$130.00 |
| 010-004-300-09028 | Cops for Kids (Revenue) | \$100.00 |

Justification: Please provide a brief justification for this budget amendment. *ABC Store distribution for Q3 FY 2022; Contributions to Pink Patch Project and Cops for Kids April-May 2022.*

| | |
|---------------------------------------------------|-------------|
| _____ | _____ |
| Authorized by Finance Officer | Date |
| _____ | _____ |
| Authorized by Town Manager | Date |
| _____ | _____ |
| Authorized by Town Council (if applicable) | Date |

Budget Ordinance Section 7:

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

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: April 25, 2022
Subject: Budget Amendment – Community Center Phase 2
Presenter: Town Finance Director/Town Manager
Attachments: Budget Amendment Form

Description:

The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. During May 2022 the Town collected an additional **\$296.02** in donations. The total collected to date now stands at **\$43,351.00**. These latest funds are being assigned to Fixtures & Equipment for Phase 2 (Recreation Complex) of the project.

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

Action Requested:

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

Budget Amendment FY 2021-2022

Town of Weaverville

What expense accounts are to be increased?

| Account | Account Description | Transfer Amount |
|-------------------|----------------------|-----------------|
| 070-300-000-19003 | Fixtures & Equipment | \$296.02 |
| | | |
| | | |
| | | |

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

| Account | Account Description | Transfer Amount |
|-------------------|----------------------------------|-----------------|
| 070-000-300-60020 | Community Center - Contributions | \$296.02 |
| | | |
| | | |
| | | |

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

| | |
|---------------------------------------------------|-------------|
| _____ | _____ |
| Authorized by Finance Officer | Date |
| _____ | _____ |
| Authorized by Town Manager | Date |
| _____ | _____ |
| Authorized by Town Council (if applicable) | Date |

Budget Ordinance Section 7:

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022

SUBJECT: Annual Presentation of Town Manager Delegated Policies

PRESENTER: Town Manager

ATTACHMENTS: Index to Policy and Procedure Manual with Notations
General Use Agreement – Facility Rental
Facility Use Policy

DESCRIPTION/SUMMARY OF REQUEST:

In accordance with Section 6 of Article I of the Town’s Personnel Policy, the Town Manager presents to Town Council the policies that have been adopted by the Town Manager as allowed by the Personnel Policy. The attached Policy and Procedures Manual Index shows the Town Manager delegated policies highlighted in orange.

The Town Manager reports that she has not added any new policies since her last annual report to Town in April of 2021, but has replaced the “Facility Use Policy” with a “General Use Agreement for Facility Rentals.”

The “Facility Use Policy” was last adopted by Town Council in February of 2017. The policy revisions enacted by the Town Manager with the new “General Use Agreement – Facility Rental” were developed with the input of Town Council and staff and addresses a broad range of operational and security issues related to the rental of the Community Room at Town Hall and the various spaces at the new Community Center. The Town Manager would propose that Town Council delegate the Facility Use Policy to the Town Manager in order to allow quick revisions to address issues as they arise. If Town Council wishes to maintain authority of the policies regarding facility use, the Town Manager recommends that Town Council adopt the “General Use Agreement for Facility Rental” as developed by the Town Manager and attached.

Staff continues to work on revisions to the Water Customer Service Policy, which was originally adopted by Town Council, but has since been delegated to the Town. This policy gets into the details of water billing and needs to be updated to reflect, among other things, changes in technology concerning electronic payments. Town staff has recently overseen the implementation of new online capabilities with regard to water billing and payments, so the Town Manager is now able to move forward on the revisions to the policy.

COUNCIL ACTION REQUESTED:

Town Council is asked to consider delegation of the Facility Use Policy to the Town Manager. The following motion could be used:

I move that Town Council delegate the review and adoption of the policies governing the use and rental of Town facilities to the Town Manager.

**TOWN OF WEAVERVILLE
POLICY AND PROCEDURE MANUAL INDEX**

| TAB | POLICY | ADOPTED BY | DATE |
|------------|----------------------------------------------------------------------------------|-------------------|------------------------------|
| 1 | CODE OF ETHICS | Town Council | 12/21/1998 10/18/2010 |
| 2 | PERSONNEL POLICY | Town Council | 6/17/19, 4/27/20, 1/24/22 |
| 3 | PAY PLAN | Town Council | 8/23/2021 |
| 4 | WORKPLACE VIOLENCE PREVENTION POLICY AND PROCEDURES | Town Council | 6/17/2019 |
| 5 | HARASSMENT POLICY AND PROCEDURES | Town Council | 6/17/2019 |
| 6 | AMERICANS WITH DISABILITIES ACT COMPLIANCE POLICY AND PROCEDURES | Town Council | 6/17/2019 4/27/2020 |
| 7 | GRIEVANCE POLICY AND PROCEDURES | Town Council | 6/17/2019 4/27/2020 |
| 8 | FAMILY AND MEDICAL LEAVE POLICY AND PROCEDURES | Town Council | 6/17/2019 |
| 9 | WORKERS' COMPENSATION POLICY AND PROCEDURES | Town Council | 6/17/2019 |
| 10 | TRAVEL POLICY AND PROCEDURES | Town Council | 6/17/2019 |
| 11 | EMPLOYEE SUGGESTION INCENTIVE PROGRAM | Town Council | 2/25/2019 |
| 12 | VOLUNTARY SHARED LEAVE PROGRAM | Town Manager | 6/17/2019 |
| 13 | ALCOHOL AND SUBSTANCE ABUSE AND DRUG-FREE WORKPLACE POLICY AND PROCEDURES | Town Manager | 5/21/2019 |
| 14 | EQUIPMENT AND VEHICLE USE POLICY | Town Manager | 4/15/2019 |
| 15 | INFORMATION TECHNOLOGY AND INTERNET USE POLICY | Town Manager | 4/15/2019 |
| 16 | SOCIAL MEDIA USE POLICY AND PROCEDURES | Town Manager | 4/15/2019 |
| 17 | RECYCLING AND RECYCLED PRODUCTS PURCHASING POLICY | Town Manager | 6/3/2019 |
| 18 | WATER CUSTOMER SERVICE POLICY | Town Manager | 4/16/2012 (TC) |
| 19 | FACILITY USE POLICY | Town Council | 2/27/2017 |
| 20 | INTERNAL COMMUNICATIONS POLICY | Town Manager | 3/8/2018 |
| 21 | PROCUREMENT CARD PROGRAM | Town Manager | 7/30/2019 |
| 22 | EMERGENCY TELEWORK POLICY | Town Manager | 3/26/2020 |
| 23 | SAFETY PROGRAM | Town Manager | 4/14/2020 |
| 24 | TITLE VI CIVIL RIGHTS COMPLIANCE POLICY | Town Council | 4/27/2020 |

**GENERAL USE AGREEMENT
FACILITY RENTAL**



GENERAL INFORMATION

Today's Date: _____

Renter Name: _____ Renter Email: _____

Renter Address: _____

City, State: _____ Zip Code: _____

Official Staff Use Only: Resident Non-Resident Staff Initial: _____

EVENT DETAILS

Nature of the Event (birthday party, family reunion, club meeting, etc): One-Time Event Recurring _____

Date of Event: _____

Event Start Time: _____ Event End Time: _____

Event Set Up Time: _____ Break Down Time: _____

Maximum Number of Attendees: _____

Please check all furniture and equipment needs that apply.

- Tables (# _____)
- Chairs (# _____)
- Laptop Computer
- Temporary Key Card Access
- Projector/Screen
- Microphone(s) (# _____)
- Speakers/Sound
- After Hours Staff Assistance

Please check all spaces desired for the event.

- Community Center – Multipurpose Room (Capacity: 16 people with tables, 35 w/o tables)
- Community Center – Albert Weaver Room (Capacity: 120 people with tables, 165 w/o tables)
- Community Center – Kitchen
- Community Center – Back Porch/Patio
- Community Center – Fireplace
- Town Hall – Community Room

Will you be serving food at this event? No Yes If yes, what kind of food service? Self-serving Catered by _____

Will there be animals present at this event? No Yes

Town Manager Animal/Alcohol Approval:

Will you be serving alcohol at this event? No Yes

Deposit Required [Staff Only] \$ _____ Full Deposit Returned (Staff Only) Yes No
Fees Required [Staff Only] \$ _____ Amount of Deposit Withheld (Staff Only) \$ _____
Total Required [Staff Only] \$ _____ by _____ Reason Deposit Withheld:

BY SIGNING HERE, I ACKNOWLEDGE THAT I AM 21 YEARS OF AGE OR OLDER AND THE RESPONSIBLE PARTY ON THIS EVENT, THAT ALL INFORMATION STATED ABOVE IS TRUTHFUL AND COMPLETE TO THE BEST OF MY ABILITY, AND BY SIGNING I HEREBY AGREE TO COMPLY WITH ALL RULES, REGULATIONS, RESTRICTIONS, AND PROHIBITIONS AS STATED IN THIS AGREEMENT. THIS AGREEMENT IS NOT ASSIGNABLE.

A copy of a valid photo ID must be provided by the renter.

Renter's/Responsible Party's Signature: _____

Date: _____

GENERAL USE AGREEMENT FACILITY RENTAL



RESPONSIBLE PARTY – The person completing the rental agreement is the responsible party for the event, must be at least 21 years of age and must be present during the entirety of the event. This person will be considered the responsible party in the case of damage, theft, disturbances, or other incidences during the event.

DEPOSITS – A deposit is required for all rentals, unless otherwise waived, modified, or approved by the Recreation Coordinator. The deposit is due with the Rental Application, no later than 7 days before your event. Deposits can be paid via card, check, or cash. If no damages occur, the facility is left clean and orderly and a Police Officer is not required to attend the event for any reason, the security/cleanup deposit will be refunded. The refund amount will be at the discretion of the designated Town staff member. The Town reserves the right to bill for any expenses that exceed the rental deposit, including additional cleaning fees or lost or damaged items. Please allow ten (10) business days for the issuance of a refund of the deposit.

FACILITY RENTAL – This rental agreement provides the renter with the right to inhabit the space rented. All other spaces are off limits and entry into unauthorized areas constitute a trespass which will nullify this agreement. The space that you are renting includes the event area, restrooms, and use of the facility parking area. Facility rental **DOES NOT INCLUDE** the following:

- Event staff
- Linens or other decorations
- Caterers, kitchen/dining utensils, silverware, glasses, or plateware
- Cleaning

PARKING – Parking is restricted to the designated parking lot located outside of the Community Center. All attending parties must abide by Town parking regulations. Failure to comply with parking regulations may result in the issuance of parking citations.

SIGNAGE – On premises signage may be used but must be pre-approved by the designated Town staff member to ensure compliance with Town ordinances and may only be installed via easel, projection, or yard signs. Signage on roadways, street signs, or other public spaces is not allowed.

SET-UP, BREAKDOWN, AND CLEANUP – The renter shall be responsible for the set-up and breakdown of equipment. Failure to comply may result in the loss of the security/cleanup deposit. If an individual or group needs additional equipment other than what is provided, it must be secured through alternate outside sources. Sufficient time for set up and break down must be included with the reservation. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition, including the following and failure to do so may result in the loss of the deposit:

- Collecting and placing all garbage/recycling in the designated receptables outside of the building
- Flushing all toilets
- Leaving all facility furniture and equipment as found or as directed by the Recreation Coordinator
- Turning off all lights, unless otherwise directed by the Recreation Coordinator.

CANCELLATION – Cancellations of a scheduled activity must be made five business days in advance in order to receive a full refund. Failure to provide required notice will result in loss of all fees paid. Any special circumstances that would merit a refund notwithstanding this policy will be the decision of the designated Town staff member. In the event of an emergency or severe weather, Town Manager or his/her designee has the authority and right to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.

PHOTO RELEASE – By signing below I grant permission to the representatives and employees of the Town of Weaverville to take photographs and video during the activity or event and authorize the Town of Weaverville to publish those photos in print and/or electronically for promotional use only.

MISCELLANEOUS PROHIBITIONS –

- a. Bubbles, confetti, sand, glitter, birdseed, and rice are prohibited inside the facilities. Birdseed and bubbles are permitted outside.
- b. Illegal drugs, gambling, and solicitation is prohibited.
- c. Any game or activity that is prohibited by North Carolina law, federal law, or local law.
- d. No open candlewicks; all candles must be enclosed in such a way to prevent risk of fire and damage caused by dripping wax (votive or hurricane-type containers are recommended).
- e. Nails, hooks, tacks, tape, glue, sticky tack, or screws into any part of the facilities is prohibited.
- f. Items may not be left overnight unless previously authorized.
- g. Fireworks or other explosives, including sparklers, are prohibited in the facilities and on the premises.
- h. Balloons are allowed at events held at a Town facility so long as they are securely tethered for the entirety of the event.

GENERAL USE AGREEMENT FACILITY RENTAL



ADDITIONAL RENTAL RULES, REGULATIONS, RESTRICTIONS AND PROHIBITIONS

For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all Facility Use Policies and Town rules and regulations.

All events and potential noise disturbances must end no later than 10:00pm to comply with the Town of Weaverville noise ordinance. Cleanup is permitted until 11:00pm. An extension of this cleanup time must be approved by the Recreation Coordinator.

No person shall enter or remain in a Town building or facility unless properly clothed. Clothing and footwear appropriate to the event are required at all times.

A key may be provided only in the discretion of the Recreational Coordinator, Public Works Director, or Town Manager.

Use of the kitchen in the Community Center will be an additional fee. The Community Center kitchen may not be used unless with the Recreation Coordinator's explicit permission.

Animals are allowed inside the facility upon approval by the Town Manager, not including large animals such as horses or livestock. Service animals are allowed with proper documentation.

Alcoholic beverages may only be permitted in the Town Hall Community Room and Weaverville Community Center upon approval of the Town Manager. The renting party assumes all responsibilities and liabilities associated with the serving or consumption of alcoholic beverages during their use of the Town's property and the conduct of the special event. Special Event Insurance is to be purchased through the Renter's personal insurance policy or through the Tenant User Liability Insurance Program (TULIP) offered by the North Carolina League of Municipalities.

The Town, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm Renting party's conformance to this policy. If the Town determines, in its sole judgement, that Renting person has breached a term of this policy, the Town Manager shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.

Under no circumstances may a group or entity use the Town's insignias, including the Town logos, without the express permission of the designated Town staff member for any events at Town facilities.

Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the deposit and additional fees assessed for Police Department enforcement.

The renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the Town employee in charge of the facility.

The renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the Town, an employee, or member of the public, regardless of who is responsible for the damage.

The Town Manager reserves the right to deny the use of the rooms and facilities if it is determined that the use is not in the best interest of the Town and public. The Town also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the Town and public.

The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Buncombe County and the Town of Weaverville; all rules, regulations, and requirements of the Buncombe County Health Department; the Weaverville Police and Fire Departments and other authorities of the Town. The renting party will obtain all licenses and permits required by any public body or contract at their expense.

No items may be taped or otherwise secured to walls, ceilings, or any surfaces. Any decorations placed must be removed and properly disposed after the event. All left decorations will be considered trash. Town furnishings /equipment may not be removed from the facility.

Smoking and vaping are prohibited inside the facility, including on the patio. Smoking is allowed outside only in designated smoking areas.

Weapons of any kind are prohibited, including guns of any kind and regardless of whether or not a valid permit exists for such weapon. Exemptions apply for active law enforcement and military.

The following require approval of the Town Manager: (a) charging for admission; (b) selling tickets or taking subscriptions or collections; (c) dances, DJs, bands; (d) selling of merchandise, products, services, etc.

**GENERAL USE AGREEMENT
FACILITY RENTAL**



A police officer may be required for an activity when deemed necessary by the Town Manager. Any monetary compensation required for such a service shall be included in a contract between the Police Department and the renting party.

WAIVER AND RELEASE LIABILITY

BY SIGNING THIS AGREEMENT, I ACKNOWLEDGE THAT I AM THE RESPONSIBLE PARTY FOR THIS EVENT, THAT I HAVE READ AND AGREE TO ABIDE BY ALL OF THE TERMS OF THIS AGREEMENT, AND THAT I AM RESPONSIBLE FOR ANY INJURY, THEFT, DAMAGE, DISTURBANCE, OR OTHER INCIDENT CAUSED OR SUSTAINED DURING THE EVENT. I ALSO ACKNOWLEDGE AND AGREE TO THE FOLLOWING:

I acknowledge and understand that the Town of Weaverville is not responsible for any items left in the rented space at the conclusion of the event and that the Town assumes no responsibility for lost, stolen, or damaged personal property.

I acknowledge and understand that I am fully responsible for the care of the furniture and equipment during my rental. I understand that I will be held responsible for all cost associated with repairs or replacement of any lost or damaged items in the facility during my scheduled event. Incidences of injury, damage, or other should be reported to the Town of Weaverville Recreation Coordinator immediately.

I understand and acknowledge that the entire facility is under video surveillance and recordings may be used for evidence, if necessary.

BY SIGNING BELOW I ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ANY AND ALL INJURIES, DAMAGES (BOTH ECONOMIC AND NON-ECONOMIC), AND LOSSES OF ANY TYPE, WHICH MAY OCCUR AND I HEREBY FULLY AND FOREVER RELEASE AND DISCHARGE THE TOWN, ITS INSURERS, EMPLOYEES, OFFICERS, AND DIRECTORS, FROM ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER THE SAME BE KNOWN OR UNKNOWN, ANTICIPATED OR UNANTICIPATED, RESULTING FROM OR ARISING OUT OF MY EVENT. I EXPRESSLY AGREE TO INDEMNIFY AND HOLD THE TOWN HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, RIGHTS OF ACTION, OR CAUSES OF ACTION, OF ANY PERSON OR ENTITY, THAT MAY ARISE FROM INJURIES OR DAMAGES SUSTAINED AS A RESULT OF THE EVENT.

THIS AGREEMENT, is signed and entered into as of this day _____, by and between the Town of Weaverville and _____.

Renter's/Responsible Party's Signature: _____

Date: _____

Town of Weaverville Representative Signature: _____

Date: _____

**Town of Weaverville
Facility Use Policy
Approved by Town Council 02/22/2016
Last revised by Town Council 02/27/2017**

Purpose:

The purpose of this Facility Use Policy is to define the applicability of facilities owned and operated by the Town of Weaverville for public use and the requirements for the use of these facilities. It is the intent of the Town to allow the use of these specified facilities for the benefit of Town residents, provided such use does not interfere with the operations of the Town or pose legal or financial ramifications for the Town.

Applicability:

This Policy applies to the Town Hall Community Room and Lake Louise Community Center. The Town Hall Community Room¹. Town owned facilities must be requested pursuant to this policy through Town Hall and approved by the Town Manager. The Town Manager is responsible for the enforcement and interpretation of the Facility Use Policy.

Equitable Use:

Activities sponsored by or co-sponsored by the Town of Weaverville will have priority in scheduling the use of any Town facilities and may not be cancelled to accommodate other requests without the Town Manager's prior approval. These activities include the following and may be approved and scheduled by Town Hall administrative staff:

- Committees or boards formed by the Town
- Organizations in which the Town is a member
- Groups providing a service for or on behalf of the Town
- Town departments
- Other governmental agencies

Social groups or non-profits may be approved, as permitted at the Town Manager's discretion. Dependent on the type, length and nature of the event, profitable or non-profitable, the Town Manager may require a fee or deposit.

These groups may reserve facilities free of charge for regular meetings, but may be required to pay based on the fee schedule if they are reserving facilities for profitable events. This determination will be made at the discretion of the Town Manager. All users must abide by the General Rules of Use provided within this policy.

Reservations & Application:

¹ Defined as the tiled space beyond the accordion panels to the left of the carpeted Council Chambers space; Includes the restrooms and hallways; Does not include the kitchen.

To secure a date for any event to be held in a Town facility, a completed reservation application must be approved by the Town Manager. Reservations are confirmed based on a first come-first served basis, up to six (6) months in advance. Only the facilities or room(s) paid for and confirmed through a reservation in advance may be used. Although non-residents may be approved to reserve Town facilities, they will be asked to pay an increased rate for usage.

Recurring reservations during a calendar year may be approved at the discretion of the Town Manager. The Town’s facilities are not intended to be used as a regular meeting place or base of operation by any non-Town affiliated individual or group. See Equitable Use. The Town Manager reserves the right to approve a facility use request based upon the purpose, previous rental history, or other factors affecting the use of the facility. A reservation will not be confirmed until all fees and deposits are paid. Fees and deposits are due at the time of reservation. The hours of a facility rental shall include the time from the beginning of the set-up until end of activity.

Availability of Facilities:

The Town Hall Community Room is available for reservation from 7am – 10pm. The Lake Louise Community Center is available for reservation from 7am – 9pm. The Town does not have the capacity to rent either venue more than once per weekend².

Fee Schedule:

Town Council may amend this fee schedule during any fiscal year’s budget.

| Facility | Resident per Hour | Non-Resident per Hour | Deposit |
|--------------------------------------------|--------------------------|------------------------------|----------------|
| Town Hall Community Room | \$ 100 | \$ 300 | \$ 500 |
| Lake Louise Community Center & Parking Lot | \$ 50 | \$ 200 | \$ 250 |

- The use of picnic shelters at Lake Louise are free on a first come basis.
- Only the block garage area and parking lot at the Lake Louise Community Center are available for reservation. Other sections of the building are not to be reserved or utilized by the public.
- The parking lot at the Lake Louise Community Center may be reserved free of charge subject to the Town Manager’s approval.

Cancellation:

Cancellations of a scheduled activity must be made five (5) business days in advance in order to receive a full refund. Failure to provide required notice will result in loss of all fees paid. Any special circumstances that would merit a refund notwithstanding this policy will be the decision of the Town Manager.

² Weekend defined as Friday, 5pm until Monday, 8:30am.

General Rules of Use:

1. The aforementioned deposit is required for all rentals, unless otherwise waived, modified or approved by the Town Manager. If no damages occur, the facility is left clean and orderly and a Police Officer is not required to attend the event for any reason, the security/ cleanup deposit will be refunded. The refund amount will be at the discretion of the Town Manager. Please allow ten (10) business days for the issuance of a refund of the deposit.
2. The renter shall be responsible for the set-up and breakdown of equipment. Failure to comply may result in the loss of the security/cleanup deposit. If an individual or group needs additional equipment, it must be secured through alternate outside sources. Sufficient time for setup must be included with the reservation. Any decorations must have prior approval of the Town of Weaverville. **No items may be taped or otherwise secured to walls, ceilings or any surfaces.** General cleaning of activity areas shall include removal of decorations, the cleaning of the floors, and removal of trash to designated refuse area. Breakdown of tables and chairs and return to the proper storage area unless otherwise directed.
3. The renting party must be at least 21 years or age to rent any facility and must be present during the event. For any event where minors (18 years of age or younger) will be a majority of the attending guests, a ratio of 1 adult to every 10 minors must be present. The renting party shall be responsible for the orderly behavior of their guests using the facility and must conform to all Facility Use Policies and Town rules and regulations.
4. No person shall enter or remain in a Town building or facility unless properly clothed. Street clothes and footwear are required at all times.
5. Under no circumstances will a group or entity using a room or facility be given a key to access Town Hall. A key may be provided for the Lake Louise Community Center at the Public Works Director's or Town Manager's discretion.
6. Kitchen may not be used unless with the Town Manager's explicit permission only. If permitted, user must pay an additional \$20 for use. Any evidence of use of the kitchen without permission will result in a forfeiture of a portion of the user's deposit, at the Town Manager's discretion.
7. Renting party shall promptly report all accidents or incidents which result in either personal injury or damage to the property of the Town, an employee, or member of the public, regardless of who is responsible for the damage.
8. Renting party shall immediately report defective equipment or unsafe conditions of any equipment or facilities that may endanger anyone to the Town employee in charge of the facility.
9. The Town, its officers, agents, and employees shall have the right to enter the facility at all times during the rental event to confirm Renting party's conformance to this Policy. If the Town determines, in its sole judgment, that Renting person has breached a term of this Policy, the Town Manager shall have the right to immediately terminate this rental agreement prior to the expiration of its term and prior to the conclusion of the event without any refund to the renting person.
10. In the event of an emergency and severe weather, Town Manager or his/her designee has the authority to suspend all activity within the facility and evacuate all individuals to the nearest emergency shelter.
11. Town furnishings and equipment may not be removed from the room or facility.
12. Town audio-visual equipment may only be used by Town departments, boards or committees, unless approved by the Town Manager.
13. Helium balloons are prohibited in Town Hall unless securely tethered at all times.

14. Town facilities are a smoke-free environment. Smoking and vapor is prohibited in/on Town property.
15. Alcoholic beverages may only be permitted in the Town Hall Community Room and the Lake Louise Community Center upon the issuance of a special event permit pursuant to Town Code Section 16-6. The renting party assumes all responsibilities and liabilities associated with the serving or consumption of alcoholic beverages during their use of the Town's property and the conduct of the special event. *[revised 2/27/2017]*
16. Groups or entities using rooms and facilities will return the rooms and facilities to their pre-event condition. The renting party is responsible for placing all garbage/recycling in the designated receptacles outside of the building. The deposit may not be refunded if this rule is violated.
17. All attending parties must abide by Town parking regulations.
18. Under no circumstances may a group or entity use the Town's insignias, including the Town logo, without the express permission of the Town Manager for any events at Town facilities.
19. Failure to conclude the use of a room or facility (defined as more than fifteen minutes beyond the time indicated on the application), may result in the forfeiture of the deposit and additional fees assessed for Police Department enforcement.
20. Groups and entities using the rooms and facilities are responsible for their behavior and are expected to comply with all policies, laws and regulations. Failure to do so could result in dismissal from the facility, the denial of future use applications, and forfeiture of the security fee.
21. The Town Manager reserves the right to deny the use of the rooms and facilities if it is determined that the use is not in the best interest of the Town and public. The Town also reserves the right to evict any group or entity from any room or facility if deemed in the best interest of the Town and public.
22. The renting party will observe and obey all the Laws of the United States and the State of North Carolina; all applicable ordinances of Buncombe County and the Town of Weaverville; all rules, regulations and requirements of the Buncombe County Health Department; the Weaverville Police and Fire Departments and other authorities of the Town. The renting party will obtain all licenses and permits required by any public body or contract at their expense.
23. The following require approval of the Town Manager:
 - a. Charging for admission
 - b. Selling tickets or taking subscriptions or collections
 - c. Dances, DJs, Bands
 - d. Selling of merchandise, products, services, etc.
24. A police officer may be required for an activity when deemed necessary by the Town Manager. Any monetary compensation required for such service shall be included in a contract between the Police Department and the renting party.
25. The Town assumes no responsibility for lost, stolen or damaged personal property.
26. All activities must cease by 10:00pm at Town Hall and 9:00pm at Lake Louise Community Center; this requirement includes cleanup of the event.
27. Miscellaneous Prohibitions:
 - a. Bubbles, confetti, sand, glitter, birdseed, and rice are prohibited inside the facilities. Birdseed and bubbles are permitted outside the facilities.
 - b. Illegal drugs, gambling or solicitation is prohibited.
 - c. Weapons, except those carried by Police, are prohibited.
 - d. Animals, except service animals or those approved by the Town Manager.
 - e. Any game or activity that is prohibited by North Carolina law, federal law or local law.

- f. No open candlewicks; all candlewicks must be enclosed, votive or hurricane-type containers are recommended and must be approved by the Town Manager.
 - g. Nails, hooks, tacks, tape, glue, sticky tack or screws into any part of the facilities is prohibited.
 - h. Items may not be left overnight.
 - i. No decorations of any kind shall be attached to walls, floors, ceilings, doors, doorframes or tables unless approved by the Town Manager.
 - j. Fireworks or other explosives are prohibited in the facilities and on the premises.
 - k. Any agreement to use the facilities is not assignable to any other person or entity.
28. Any person or group violating any rules is subject to suspension from the facility and prosecution under the law, where appropriate, and forfeiture of their security deposit and associated fees. Flagrant misuse of facilities will result in the forfeiture of future reservations.
29. Indemnification: Person renting agrees to indemnify and hold the Town, its officers, agents, and employees harmless from any loss or liability which may result from claims of injury to persons or property from any cause arising out of or during the use and occupancy of the facility by Renting person and their guests, agents, or employees.

**TOWN OF WEAVERVILLE
FACILITY USE APPLICATION**

Date of Application

Requested Facility: (Check one)
 Town Hall Community Room
 Lake Louise Community Center and/or
 Parking Area

Organization (If applicable)

Responsible Party

Mailing Address (Please be prepared to show identification to Town staff)

Mobile Phone

Home Phone

Email

Please provide a description of event: _____

Est. Attendance

Date / Time Requested

Kitchen use requested? Yes No

Alcohol served? Yes No Only applicable for Community Room: Insurance is required.

Acknowledgment of understanding and agreement with the Town of Weaverville's Facility Use Policy:

Responsible Party Signature

Date

FOR TOWN USE ONLY

| | Rate/Hr Community Room | Rate/Hr Lake Louise | # Hrs | Total Due | Deposit CR/LL |
|--------------|------------------------------|---------------------------|-------|-----------|------------------|
| Resident | \$ 100 | \$ 50 | _____ | \$ _____ | \$ 500/\$250 |
| Non-Resident | \$ 300 | \$ 200 | _____ | \$ _____ | \$ 500/\$250 |

Reservation Fees Received: \$ _____ Deposit Received: \$ _____ Staff Initials: _____ Date: _____

TM Application Approval: Yes No _____ Date: _____

TM Deposit Return Approval: _____ Amount: \$ _____ Date _____

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: Code Amendment – Town-Issued Fishing Licenses
PRESENTER: Town Manager
ATTACHMENT: Proposed Ordinance
Town Code Section 18-37

DESCRIPTION/SUMMARY OF REQUEST:

Over the last two fiscal years Town Council has temporarily suspended the requirement for Town-issued fishing licenses for fishing in Lake Louise in order to minimize the spread of COVID-19 and keep the public and Town staff safe and healthy. Fishing licenses issued by the NC Wildlife Commission have continued to be required.

Issuing fishing licenses significantly increases the volume of phone calls and foot traffic that staff must handle at Town Hall. Historically the small amount of revenue that the Town fishing permits generated was used to help defray the cost of stocking Lake Louise with fish. The NC Wildlife Commission is now, at its expense, routinely stocking the lake with a variety of fish, thus saving the Town from this expense.

For these reasons, the Town Manager recommends that Town Council take action to repeal the sections of Town Code that require Town fishing licenses for fishing at Lake Louise.

COUNCIL ACTION REQUESTED:

Town Council is asked to consider adoption of the attached Ordinance which eliminates Town-issued fishing licenses by repealing Sections 18-37(b) and (c) of the Weaverville Town Code Concerning Town Fishing Licenses. The following motion could be used for that purpose:

I move that we adopt the Ordinance Amending Town Code to Eliminate Town-Issued Fishing Licenses

**TOWN OF WEAVERVILLE
ORDINANCE AMENDING TOWN CODE TO ELIMINATE
TOWN-ISSUED FISHING LICENSES**

WHEREAS, in addition to holding a fishing license issued by the North Carolina Wildlife Commission, Section 18-37(b) of the Weaverville Town Code requires the issuance of a Town fishing license for fishing at Lake Louise and Section 18-37(c) indicates that a fee must be paid and the permit obtained at Town Hall;

WHEREAS, on 22 June 22 2020 and 24 May 24 2021, Town Council took action to temporarily suspend Code Sections 18-37(b) and (c) concerning the issuance of fishing licenses in order to minimize the spread of COVID-19 in order to keep the public and staff as healthy as possible as the COVID-19 public health emergency, and the temporary suspension of these Code sections is due to expire on June 30, 2022;

WHEREAS, historically the revenues generated from fishing licenses helped to defray the cost of stocking Lake Louise with fish, but the North Carolina Wildlife Commission is now, at its expense, routinely stocking the lake with a variety of fish;

WHEREAS, the requirement of Town issued fishing licenses results in an inconvenience and cost to the citizens of the Town wishing to fish at Lake Louise and a significant volume of phone calls and foot traffic in and out of Town Hall;

WHEREAS, Town Council now wishes to permanently eliminate the requirement of Town-issued fishing licenses;

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina that subsections (b) and (c) of Section 18-37 of the Weaverville Town Code of Ordinances are hereby repealed effective immediately.

ADOPTED THIS the 23rd day of May, 2022, by a vote of ___ in favor and __ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

JAMES ELLER, Town Clerk

JENNIFER O. JACKSON, Town Attorney

Sec. 18-37. - Fishing rules and procedures.

- (a) Individuals fishing in Lake Louise must follow all rules and procedures established by this chapter and the North Carolina Wildlife Resources Commission.
- (b) In addition to any required state fishing license, anyone over the age of 16 must also have a fishing permit issued by the town.
- (c) The town will issue resident and nonresident yearly permits and monthly permits at town hall during normal business hours. The fees for such permits shall be set on the schedule of fees adopted by town council, a copy of which is on file at town hall.
- (d) There is a limit of one pole per person.
- (e) Fishing is subject to such "catch and keep" limits as may, from time to time, be established by the NC Wildlife Resources Commission or the Weaverville Town Manager, whichever is more restrictive.
- (f) Fishing is allowed only during daylight hours.

(Ord. of 3-19-2018(1), Exh. A; Ord. of 8-19-2019(1), § 1)

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 23, 2022
Subject: Staff Approved Minor Modification – Garrison Reserve
Presenter: Planning Director
Attachments: Sec. 20-1303 – Changes to prior-approved development, Revised Grading Plan and Profile

Description:

With the larger project of the update of the Town’s planning and development regulations for 160D compliance, additional information related to minor modifications of previously approved development was added to municipal ordinance. Town Code Sec. 20-1303(c) provides staff with guidance on such minor modifications which can be administratively approved or denied. On April 22, 2022 such a minor modification was granted for the previously approved, via a conditional district, for the project commonly known as Garrison Reserve located at the intersection of 25/70 and Monticello Road. Said modification was for a minor adjustment to building locations and road configuration or internal circulation where the underlying zoning standards and other applicable conditions of approval have been complied with.

Action Requested:

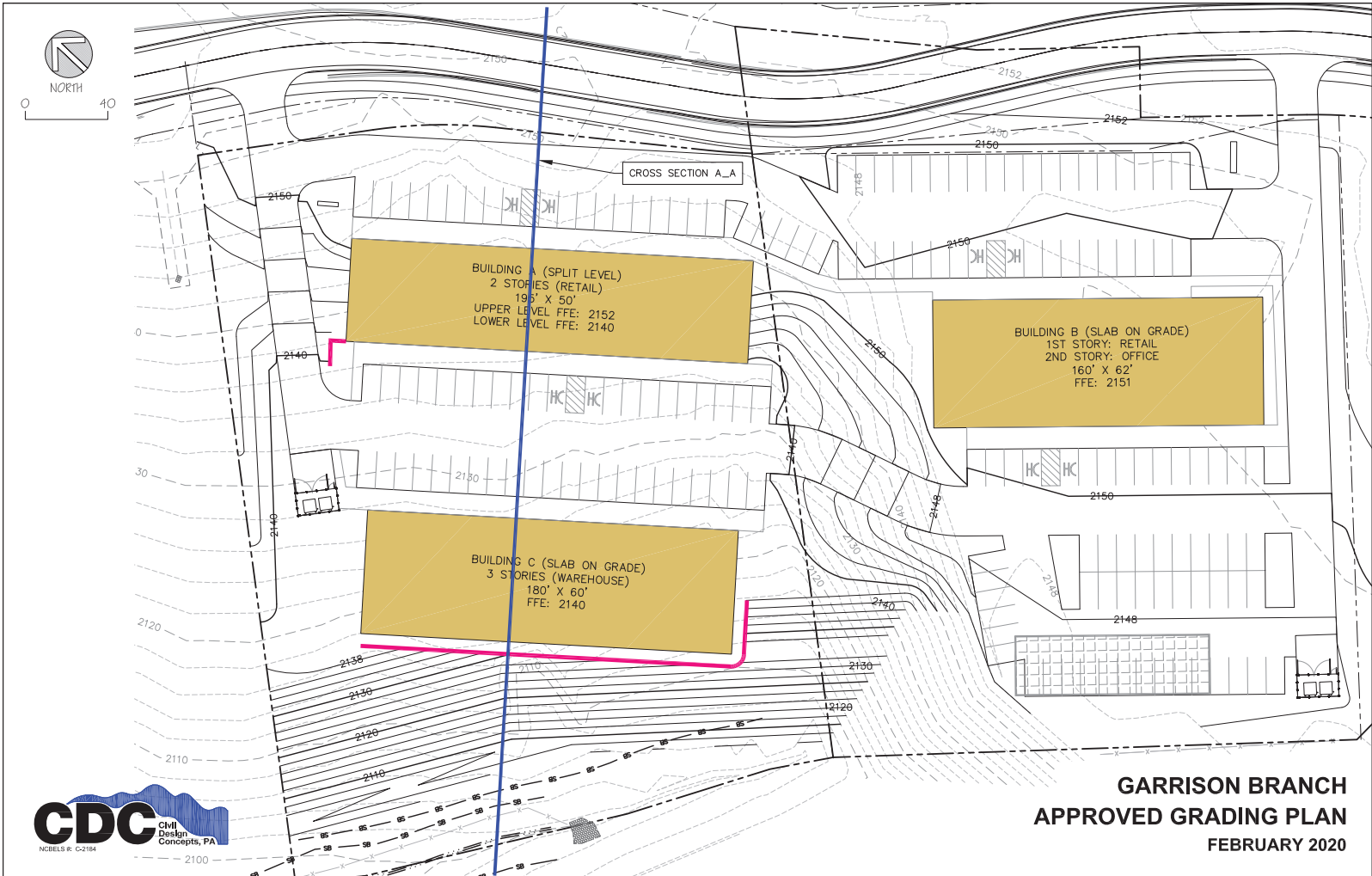
No action is required. Sec. 20-1303(e) requires staff to notify Town Council of any minor modifications to conditional districts which have been administratively approved or denied.

Sec. 20-1303. Changes to prior-approved development.

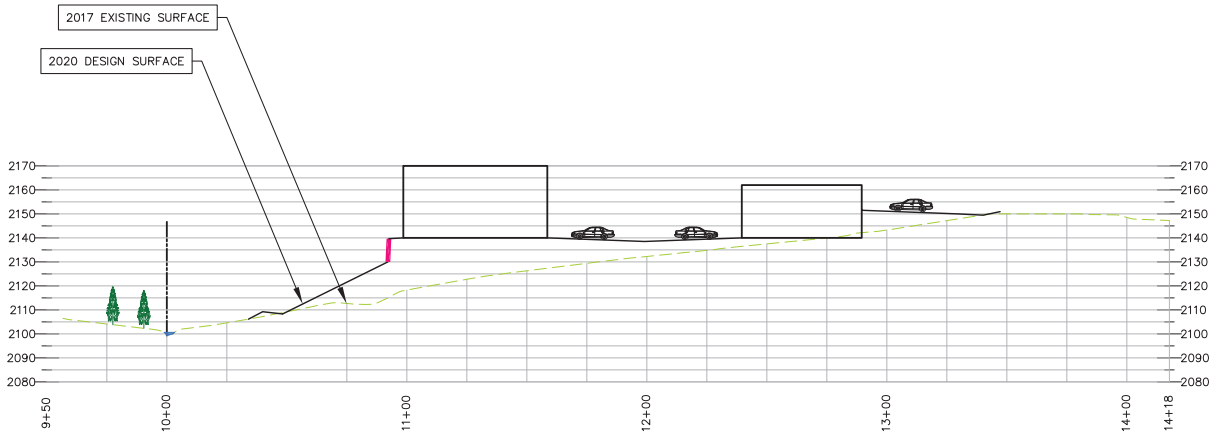
After a development approval has been issued, no deviations from the terms of the application or the development approval shall be made until written approval of proposed changes or deviations has been obtained as set out herein.

- (a) *Major amendments.* Except as allowed under Minor Modifications below, all changes to approved conditional districts, special use permits, subdivision plats, and/or other development approvals, are major amendments and shall follow the same process applicable for the original approval.
- (b) *Changes to individual parcels within a conditional district or special use permit.* For a conditional district or special use permit applicable to multiple parcels, the owners of individual parcels may apply for minor modification or major amendment so long as the change would not result in other properties failing to meet the terms of the conditions. Any approved change shall only be applicable to those properties whose owners petitioned for the change.
- (c) *Minor modifications.* The subdivision administrator is authorized to review and approve administratively a minor modification to an approved subdivision plat, and the zoning administrator is authorized to reviewed and approve administratively a minor modification to an approved conditional district, special use permit or any other development approval. All minor modifications are subject to the following limitations:
 - i. *General limitations.* The modification:
 - 1. Does not involve a change in uses permitted or the density of overall development permitted;
 - 2. Does not increase the impacts generated by the development on traffic, stormwater runoff, or similar impacts beyond what was projected for the original development approval; and
 - 3. Meets all other ordinance requirements.
 - ii. *Site design.* Site design minor modifications are limited to adjustments to the terms or design of an approved development plan or plat, including a site plan attached as a condition to a conditional zoning district or special use permit. In addition to the general limitations for minor modifications, a site design minor modification must:
 - 1. Comply with underlying zoning standards and other applicable conditions of approval;
 - 2. Be limited to minor changes such as, without limitation, a minor adjustment to road configuration or internal circulation, a minor adjustment to building locations, or a minor adjustment to utility alignment.
- (d) *Appeals and variances.* A decision on minor modifications is an administrative decision and may be appealed to the board of adjustment. An application for a minor modification does not preclude an applicant from seeking a variance from the board of adjustment.
- (e) *Notice to governing board.* Staff is required to notify the governing board of any minor modifications to conditional districts that have been administratively approved or denied.

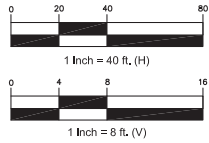
(Ord. of 5-24-2021(1) , § 5)



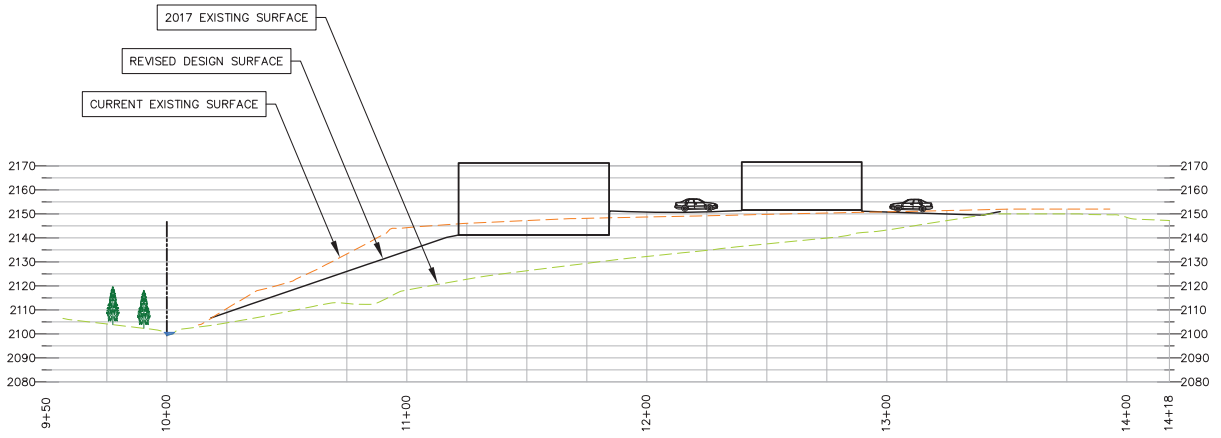




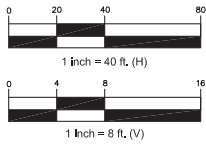
Cross Section A_A



**GARRISON BRANCH
CURRENT DESIGN PROFILE A
FEBRUARY 2020**



Cross Section A_A



**GARRISON BRANCH
REVISED PROFILE A
APRIL 2022**

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 23, 2022
Subject: Approval of FY 2021-2022 Audit Contract
Presenter: Town Finance Director
Attachments: Audit Contract with Gould Killian CPA Group

Description:

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2021-2022 Audit. At the direction of Town Council, staff negotiated another three-year contract with Gould Killian in the spring of 2021. Accordingly, this is the second year of the three-year audit contract with this auditing firm. You will find that the total fee of \$24,900 is the same as the prior year cost. This \$24,900 includes \$20,000 for the audit and \$4,900 for the completion of the Annual Comprehensive Financial Report.

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2021-2022 Audit. The contract binds the Town for this one year only. This contract must be executed by the Town in order for the auditor to provide same to the Local Government Commission (LGC).

Council Action Requested:

The Town Manager recommends approval of this contract and direction to execute the document and forward same to Gould Killian CPA Group. The following is suggested as a motion to approve this contract:

I move that the attached audit contract with Gould Killian CPA Group be approved and that the Mayor and Town staff be authorized to execute the same.



Charles E. Killian
G. Edward Towson, II
Harvey W. Jenkins
Shon P. Norris
Eric W. Michael
Daniel R. Mullinix

April 28, 2022

To the Town Council and
Members of Management
Town of Weaverville
30 South Main St.
Weaverville, NC 28787

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2022. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Weaverville’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Required schedules for Law Enforcement Officers’ Special Separation Allowance

3. Required schedules for the Local Government Employees' Retirement System
4. Required schedules for Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Weaverville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards (when applicable)

The introductory and statistical sections will not be subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on them.

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (Only if a single audit is determined to be required) – internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor's Responsibilities for the Audit of Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

Audit Procedures—Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Weaverville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Weaverville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on the Town of Weaverville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that Town programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the Town plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Town employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Town's premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of Town Council at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Town. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Town of Weaverville in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Town in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its functions and fulfilling its responsibilities.

The Town agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Tammy Holland to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Town must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of Town Council of the Town of Weaverville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Town hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the Town's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2022 and to issue our reports no later than October 31, 2022. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the Town for the services described above of \$24,900 are expected to be \$20,000 for the financial statement audit and \$4,900 for financial statement preparation. An additional variable fee of \$3,000 per major program will be charged should a federal and/or state single audit be necessary.

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 250 hours in total. If significant additional time is necessary (over 275 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

Reporting

We will issue written reports upon our completion of the audit. Our reports will be address to the members of the Town Council for the Town of Weaverville, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Daniel R. Mullinix
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Town of Weaverville.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

| | |
|-----|-------------------------------------------------------------------|
| The | Governing Board Town Council |
| of | Primary Government Unit Town of Weaverville, NC |
| and | Discretely Presented Component Unit (DPCU) (if applicable) n/a |

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

| | |
|-----|---------------------------------------------------------|
| and | Auditor Name Gould Killian CPA Group, P.A. |
| | Auditor Address 100 Coxe Avenue, Asheville, NC 28801 |

Hereinafter referred to as Auditor

| | | |
|-----|--------------------------------|-----------------------------------|
| for | Fiscal Year Ending 06/30/22 | Audit Report Due Date 10/31/22 |
|-----|--------------------------------|-----------------------------------|

Must be within four months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.)(G.S. 159-34 and 115C-447) All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Governmental Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: **Title and Unit / Company:** **Email Address:**

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8 and 13 for details on other allowable and excluded fees.

3. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. Should the 75% cap provided below conflict with the cap calculated by LGC Staff based on the billings on file with the LGC, the LGC calculation prevails. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

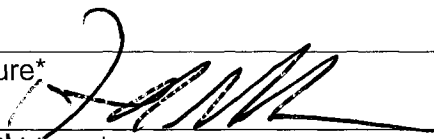
| | |
|---------------------------------------------------------------------------------------|------------------------------------------|
| Primary Government | Town of Weaverville |
| Unit Audit Fee (fixed fee) | \$ 20,000 |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program (variable fee) | \$ 3,000 |
| Writing Financial Statements (fixed fee) | \$ 4,900 |
| All Other Non-Attest Services | \$ |
| 75% Cap for Interim Invoice Approval (not applicable to hospital contracts) | \$ 18,675 (2021 total fee was \$ 24,900) |

DPCU FEES (if applicable)

| | |
|---------------------------------------------------------------------------------------|-----|
| Discretely Presented Component Unit | n/a |
| Audit Fee | \$ |
| Additional Fees Not Included in Audit Fee: | |
| Fee per Major Program | \$ |
| Writing Financial Statements | \$ |
| All Other Non-Attest Services | \$ |
| 75% Cap for Interim Invoice Approval (not applicable to hospital contracts) | \$ |

SIGNATURE PAGE

AUDIT FIRM

| | |
|--------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------|
| Audit Firm* Gould Killian CPA Group, P.A. | |
| Authorized Firm Representative (typed or printed)* Daniel R. Mullinix | Signature*  |
| Date* 4/28/2022 | Email Address* dmullinix@gk-cpa.com |

GOVERNMENTAL UNIT

| | |
|-------------------------------------------------------------------------------------------------------------|---------------|
| Governmental Unit* Town of Highlands | |
| Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a)) | |
| Mayor/Chairperson (typed or printed)* | Signature* |
| Date | Email Address |

| | |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|-------------------------------------------------------------------------------------------------|---------------------------------------------|
| Primary Governmental Unit Finance Officer* (typed or printed) Tonya Dozier, Finance Director | Signature* |
| Date of Pre-Audit Certificate* | Email Address* tدوزier@weavervillenc.org |

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

| | |
|----------------------------------------------------------------------------------------------|----------------|
| DPCU* n/a | |
| Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) | |
| DPCU Chairperson (typed or printed)* | Signature* |
| Date* | Email Address* |

| | |
|------------------------------------------------------|---------------|
| Chair of Audit Committee (typed or printed, or "NA") | Signature |
| Date | Email Address |

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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

| | |
|------------------------------------------|----------------|
| DPCU Finance Officer (typed or printed)* | Signature* |
| Date of Pre-Audit Certificate* | Email Address* |

Remember to print this form, and obtain all required signatures prior to submission.

PRINT



May 2022

Citizens Academy

As a reminder, we will be holding the 2022 Citizens Academy for June – December. We do still have some available slots open for participants. The dates for the 2022 sessions are as follows:

| Date and Time | Town Department Presenting | Class Meeting Site |
|------------------------------------|----------------------------|-------------------------------------------|
| Thursday, June 9, 2022 at 6pm | General Government | Town Hall, 30 S. Main St., Weaverville |
| Thursday, July 7, 2022 at 6pm | Planning | Town Hall, 30 S. Main St., Weaverville |
| Thursday, August 4, 2022 at 6pm | Police | Police Dept., 30 S. Main St., Weaverville |
| Thursday, September 1, 2022 at 6pm | Fire | Fire Dept., 3 Monticello Dr., Weaverville |
| Thursday, October 6, 2022 at 6pm | Public Works | Public Works, 15 Quarry Rd., Weaverville |
| Thursday, November 3, 2022 at 6pm | Water | Virtual (Link to be distributed to class) |
| Thursday, December 8, 2022 at 6pm | Final Session (Graduation) | Community Center, 60 Lakeshore Dr. |

Special-Called Workshop

Mayor Fitzsimmons has directed that we schedule a special-called workshop on the Bike-Ped Plan for Monday, June 20, 2022 from 6pm-7pm.

Reception for Fire Chief

We will be hosting a reception for Fire Chief Williams as he leaves the Town to pursue his new role in Hendersonville. The reception will be held on Tuesday, May 31 from 3p-5p at the Community Center and I would encourage Town Council and the public to come and wish him well in his future endeavors.

Memorial Day Program

The Town will be holding our Memorial Day program on Monday, May 30 at 11a at Lake Louise Park. I encourage Town Council and the public to attend.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 23, 2022
Subject: Action on Duke Energy Substation Conditional District
Presenter: Town Attorney, Planning Director, Duke Energy Progress, LLC
Attachments: Proposed Ordinance

Description:

Staff is in possession of a conditional district application which proposed a Duke Energy substation on an unaddressed 33.75 acre tract on Hickory Lane bearing the parcel identification number 9732-72-5148. The initial consideration of the proposed conditional district occurred before Town Council on March 28th and was considered by the Planning Board on April 5th. Following its deliberations on the matter, the Planning Board is offering a unanimous positive recommendation to Town Council on the proposal's compliance with the Comprehensive Land Use Plan and reasonableness of the proposed zoning of the subject property. The community meeting, requisite of conditional districts, was held by the developer on Thursday, May 5th and will be reported on during the meeting.

Notice of the public hearing was duly advertised as required by North Carolina law and Code Chapter 20.

Action Requested:

That the Town Council approve the proposed conditional district application for a Duke Energy substation on an unaddressed 33.75 acre tract on Hickory Lane bearing the parcel identification number 9732-72-5148, subject to the following conditions:

1. The applicant shall provide a site plan showing the location of the substation and the proposed access road to the substation.
2. The applicant shall provide a utility plan showing the location of the substation and the proposed access road to the substation.
3. The applicant shall provide a site plan showing the location of the substation and the proposed access road to the substation.

**ORDINANCE ESTABLISHING THE
CONDITIONAL DISTRICT DESIGNATED AS CD-6
FOR THE DUKE ENERGY SUBSTATION ON AIKEN ROAD**

WHEREAS, the proposed project consists of the construction of an electric utility substation on 33.75 acres located on Hickory Lane and Aiken Road and bearing Buncombe County Parcel Identification Number 9732-72-5148, which is owned by Duke Energy Progress, LLC, as shown in Deed Book 5729 at Page 1868; and

WHEREAS, the property is bounded by the public road known as Aiken Road to the North, and private properties to the South, East and West;

WHEREAS, the property is currently zoned R-3 and the Town's Code of Ordinances requires that a conditional district be approved for a utility substation use; and

WHEREAS, the conditional district application was submitted by Duke Energy Progress, LLC, the property owner; and

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

WHEREAS, Section 20-3203 of the Code of Ordinances of the Town of Weaverville establishes the procedures and requirements for zoning property to Conditional Districts; and

WHEREAS, the Planning Board of the Town of Weaverville has reviewed the project and submitted a favorable recommendation along with its statement finding the reasonableness of the project and consistency with the Comprehensive Land Use Plan; and

WHEREAS, Town Council adopts the Planning Board's findings that the project is consistent with the Town's Comprehensive Land Use Plan in that it provides necessary infrastructure to support the existing land uses and the growth contemplated by the Plan; and

WHEREAS, the proposed substation is fully compliant with the setback requirements for the R-3 zoning district;

WHEREAS, the property owner held a community meeting on May 5, 2022, as required by Town Code Sec. 20-3203(e)(2) and after proper notice, and provided a report to Town Council on the meeting which indicated that the issues that were discussed included the following:
_____;

WHEREAS, a formal traffic analysis was not conducted as one was not required for this use; and

WHEREAS, after proper notice required by law, Town Council held a public hearing on this application on May 23, 2022, in accordance with North Carolina law, at which time public input on this proposed development was taken;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE THAT:

1. The zoning classification of that certain real property described in Book 5729 at Page 1868, Buncombe County Registry and which bears Buncombe County Parcel Identification Number 9732-72-5148 is changed from R-3 to a conditional district known as CD-6 and is subject to compliance with the conditions set out herein. The official zoning map of the Town of Weaverville shall be amended to reflect this change upon the effective date of this ordinance.
2. The following conditions shall apply:
 - a. The project is to be constructed in substantial compliance with the Conditional District Plans dated 8 February 2022, which include the following:
 - i. Renderings of the project and the existing trees that are to remain on the property;
 - ii. Area of selected clearing;
 - iii. Transmission line right-of-way;
 - iv. Approximate size and location of a stormwater management feature;
 - v. Footprint of the substation;
 - vi. New driveways/streets to provide interior access; and
 - vii. Ground elevations showing both the height of the substation and transmission lines in relation to the topography and the existing trees that are to remain.
 - b. The project shall be constructed in substantial compliance with the Conditional District Site Plan dated 14 February 2022 which includes the following:
 - i. Sheet 1 – Coversheet;
 - ii. Sheets 2-4 – Surveys;
 - iii. Sheet 5 – Overall Site Plan; and
 - iv. Sheets 6-7 – Detailed Site Plans
 - c. Sidewalks are not required within the project or along Aiken Road or Hickory Lane.
 - d. All driveways/streets within the project shall be private. Said private driveways/streets shall be constructed to standards set forth in the North Carolina Department of Transportation subdivision road minimum construction standards.

- e. Adequate security of the property and the substation must be installed and maintained, including but not limited to a gate which restricts access to the property and fencing surrounding the substation, all as shown on Sheet 5 of the Conditional District Site Plan.
 - f. Adequate off-street parking spaces must be provided as parking on or along Aiken Road and Hickory Lane is expressly prohibited.
 - g. Construction related vehicles must be parked on the property and not on the public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on the public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Code Section 22-48.
 - h. All outdoor lighting on the property shall include blocking, shielding, and aiming of so as to minimize light trespass on to adjoining properties. The outdoor lighting plan must be submitted and approved in conjunction with a zoning permit application.
 - i. The developer has indicated a willingness to maintain all trees except for those which must be removed for the construction of the substation, transmission line area, and driveway/streets or those that are endangering the buildings. On the areas of the property which abut a residentially zoned property a minimum 30-foot landscape buffer must be maintained or installed. A landscaping plan must be submitted and approved in conjunction with a zoning permit application.
 - j. Compliance with Buncombe County sedimentation and erosion control standards and with Buncombe County's stormwater regulations is required.
 - k. All construction must be completed within 24 months of the issuance of the permit allowing work to begin on the property. Upon request of the owner/developer, Town Council may, in its sole discretion, grant such extension as Town Council deems appropriate under the circumstances.
 - l. Code Section 20-3203 shall continue to govern the project including, but not limited, to those provisions regarding issuance of zoning permits, modifications, appeals, and final plat approval.
3. That the Town Zoning Administrator is hereby authorized and directed to make the changes as herein enacted on the official zoning map with said Conditional District labeled as "CD-6" and to issue a zoning permit for the improvements that are to be made in compliance with this Conditional District.
 4. That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, it will be up to Town Council to determine if the validity of the remaining portions of this ordinance is affected.

5. That all ordinances and clauses of ordinances contained within the Town's Code of Ordinance which are in conflict herewith, are hereby repealed to the extent of such conflict.
6. That this ordinance is effective immediately.

ADOPTED THIS the ____ day of _____, 2022, with a vote of __ for and __ against.

PATRICK FITZSIMMONS, Mayor

JAMES ELLER, Town Clerk

OWNER CONSENT TO CONDITIONS:

DUKE ENERGY PROGRESS, LLC

_____, Manager

Date:

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: Ollie Weaver Road Project – Water, Zoning, and Annexation
PRESENTER: Town Attorney Jennifer Jackson
ATTACHMENTS: New Zoning Application; New Water Application; Annexation Petition and other supporting documents

DESCRIPTION/SUMMARY OF REQUEST:

The Town is in receipt of new applications for zoning and water related to the Ollie Weaver Road Project. The developer is now proposing R-3 zoning that will allow a maximum of 202 residential units and a corresponding reduction in their water request. This multifamily apartment complex is proposed on approximately 25 acres located behind CVS, Southern Concrete, and North Point Baptist Church at the Ollie Weaver Road/Monticello Road intersection, with the properties proposed for voluntary contiguous annexation.

The new water commitment application was reviewed by the Public Works Director, who also serves as the town engineer. He has found that there is sufficient capacity within the Town’s water system to accommodate this request without any adverse effects on service to the Town’s current water customers. **The Town Manager recommends that Town Council approve this new water request conditioned upon annexation of the properties into the Town’s municipal limits.**

The new zoning request is for R-3 zoning. Town Council’s previous action was to deny the R-12 zoning requested for this property so **the Town Attorney notes that the following is necessary in order to consider adoption of R-3 zoning:**

- 1. Action to waive the waiting period for this subsequent zoning request as required by Code § 20-1508 (waiver requires a ¾ vote of Town Council, which equates to 6 out of 7 votes);**
- 2. Action to refer the R-3 zoning to the Planning Board for review and recommendation and to set a Public Hearing for June 27 at 6pm, or some other date suitable for Town Council.**

Typically, Town Council’s decisions on annexations are made contemporaneously with zoning decisions, so the **Town Manager and Town Attorney recommend that Town Council hold its action on the annexation until action on the zoning request can also be made, which is proposed to be as early as June 27.**

COUNCIL ACTION REQUESTED:

The Town Attorney, Town Manager, and other Town Staff will be available at tonight’s meeting to assist Town Council with its discussions on this matter.

Discussion and possible action by Town Council.

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

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

OWNER/APPLICANT NAME: Madison Capital Group -
Hobie Orton

APPLICATION DATE: May 5, 2022

PHONE NUMBER: (919) 414-8972

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

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



The Zoning Map



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

APPLICATION TO AMEND ZONING MAP

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

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

LOT AREA (acres): 25.45

CURRENT ZONING DISTRICT: EMP

PROPOSED ZONING DISTRICT: R-3

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:



Total acreage



Current owner(s) and date of survey



Property location relative to streets



North arrow



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



Areas located within the floodplain



Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 20 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

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

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

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



SIGNATURE OF APPLICANT

DATE

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

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

REZONING FEE SCHEDULE:

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

Text Amendment

Fees..... \$500.00

OFFICE USE ONLY

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



Jennifer Jackson

From: Dale Pennell
Sent: Tuesday, May 17, 2022 3:09 PM
To: Selena Coffey; Jennifer Jackson
Cc: James Eller; Dale Pennell; Rick Harper
Subject: Revised 60 Ollie Weaver water commitment request
Attachments: Water Commitment Letter Package.pdf

Selena and Jennifer,

I have reviewed the attached Application for a Commitment Letter from Warren Sugg, PE with Civil Design Concepts, received on May 15, 2022. This project is located at 60 Ollie Weaver Road at PIN 9733-73-5347, 9733-83-3019, and 9733-83-1054. The request indicates that a proposed development on these properties would consist of 18 buildings totaling 202 residential units. The request includes 71-1 bedroom units at 200 GPD, 110-2 bedroom units at 300 GPD, and 21-3 bedroom units at 400 GPD, totaling 55,600 GPD with a peak domestic demand of 720 GPM and a fire demand of 1,000 GPM. Based on our review of the proposed project, we have determined that our water system has adequate capacity, pressure and flow to serve this proposed development from our new 12" water line on Ollie Weaver Road. Therefore, based on the information that has been provided by the applicant, the Public Works Department recommends approval of the application to provide this project with domestic water service and fire protection flow. Details of the development's proposed water lines and related appurtenances will be determined at a later date if this project is approved.

If you have any questions or need additional information, please let me know.

***Dale Pennell, PE, PLS
Public Works Director
Town of Weaverville
15 Quarry Road
Weaverville, NC 28787
828-645-0606 Office
828-231-7050 Cell***

From: Dale Pennell <dale.pennell@weavervillenc.org>
Sent: Wednesday, May 11, 2022 9:09 AM
To: Warren Sugg <wsugg@cdcgo.com>; James Eller <jeller@weavervillenc.org>
Cc: Dale Pennell <dale.pennell@weavervillenc.org>
Subject: RE: 60 Ollie Weaver fees

Warren, the \$100 fee for the water application is correct.

***Dale Pennell, PE, PLS
Public Works Director
Town of Weaverville
15 Quarry Road
Weaverville, NC 28787
828-645-0606 Office
828-231-7050 Cell***



Transmittal

Date: May 05, 2022
Project Name: Ollie Weaver
CDC Project: 12148

To: Dale Pennell, P.E., P.L.S.
Town of Weaverville
Public Works Director
15 Quarry Road
Weaverville, NC 28787

Via Mail Overnight Hand Delivered Pick up @ CDC Office

| Copies | Date | Description |
|--------|----------|----------------------------------------|
| 1 | 05-05-22 | Application for a Commitment Letter |
| 1 | 05-05-22 | Check for \$100.00 to cover processing |
| 1 | 05-05-22 | 11x17 Conceptual Layout Bulletin |
| | | |
| | | |

REMARKS:

cc:

By: Warren Sugg, P.E.

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Warren Sugg, P.E.

PROJECT NAME: Ollie Weaver

ADDRESS: 168 Patton Avenue
Asheville, NC 28801

LOCATION: 60 Ollie Weaver Rd., Garrison
Branch Rd., 55 Garrison Branch No 2 Rd

PHONE NUMBER: 828-252-5388

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

ELEVATION: 2116

TYPE OF SERVICE:

- | | | |
|-------------|-------------------------------------|---------------------------------------------------------------------------|
| RESIDENTIAL | <input type="checkbox"/> | SINGLE FAMILY HOME |
| | <input type="checkbox"/> | TWO FAMILY _____ NUMBER OF BUILDINGS |
| | <input checked="" type="checkbox"/> | MULTI-FAMILY <u>18</u> NO. OF BUILDINGS <u>12</u> UNITS PER BUILDING |
| | <input type="checkbox"/> | RESIDENTIAL SUBDIVISION _____ NO. OF LOTS |
| COMMERCIAL | <input type="checkbox"/> | SINGLE COMMERCIAL BUILDING |
| | <input type="checkbox"/> | UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS _____ NO. OF UNITS |
| INDUSTRIAL | <input type="checkbox"/> | SANITARY FACILITIES ONLY |
| | <input type="checkbox"/> | SANITARY & INDUSTRIAL PROCESS WATER |
| OTHER | <input type="checkbox"/> | FIRE SPRINKLER SYSTEM |
| | <input type="checkbox"/> | IRRIGATION SYSTEM |
| | <input type="checkbox"/> | _____ |

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 720
MAXIMUM GALLONS PER DAY 55,600
ANTICIPATED DATE OF SERVICE Fall 2022

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Warren Sugg, P.E. understand that the processing fee of \$ 100 paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature _____

Date _____



WATER DEMAND CALCULATIONS

Project Scope: This project will consist of 71 - 1 bed units, 110 - 2 bed units, 21 - 3 bed units, for a total of 202 units

AVERAGE DAILY DEMAND

| Establishment Type | Daily Design Flow | No. of Units | Total Flow | Notes |
|----------------------|-------------------|--------------|------------|-------|
| 3 Bed/2 Bath Units | 400 gal / Unit | 21 | 8,400 gpd | |
| 2 Bed/2 Bath Units | 300 gal / Unit | 110 | 33,000 gpd | |
| 1 Bed/1 Bath Units | 200 gal / Unit | 71 | 14,200 gpd | |
| Average Daily Demand | | | 55,600 gpd | |

Are fixture counts available: Yes

PEAK WATER DEMAND

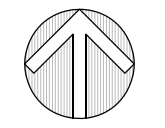
| Fixture Type | Demand Weight of Fixtures | No. of Fixtures | Fixture Units |
|-------------------------|-----------------------------|-----------------|---------------|
| Sinks | 4 fixture units / Fixture | 333 | 1,332 |
| Water Closet FV | 5 fixture units / Fixture | 333 | 1,665 |
| Bath/Shower | 4 fixture units / Fixture | 333 | 1,332 |
| Washing Machine | 4 fixture units / Fixture | 202 | 808 |
| Dishwasher | 1.4 fixture units / Fixture | 202 | 283 |
| Total Fixture Units | | | 5,420 |
| Total Peak Water Demand | | | 720 gpm |

FIRE PROTECTION

Unit demand = 1,000 GPM

Notes:

1. Establishment types and daily design flows from Average Daily Water Demand Chart.
2. Fixture types and demand weight from COA Design & Construction Manual figure W02-b.
3. Peak design flows are from Instantaneous Water Demands Chart.
4. Calculated domestic water demand above is based upon anticipated fixture counts for the project. Final calculations shall be done by the Plumbing Engineer during construction document preparation.



0 120
NORTH

PROPOSED FIRE HYDRANT ASSEMBLY (TYP)

PROPOSED 6" WATER LINE (TYP)

PROPERTY LINE (TYP)

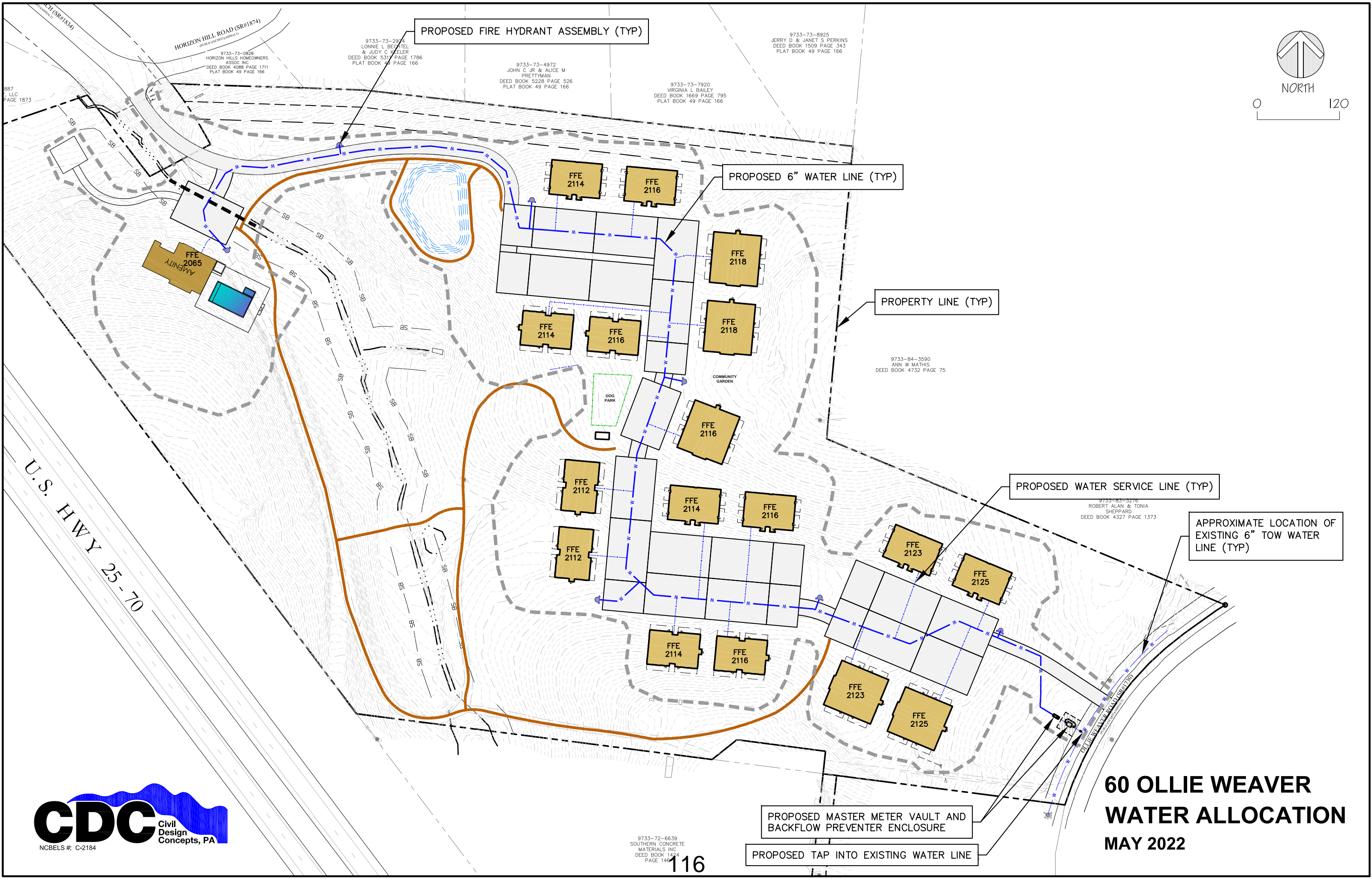
PROPOSED WATER SERVICE LINE (TYP)

APPROXIMATE LOCATION OF EXISTING 6" TOW WATER LINE (TYP)

PROPOSED MASTER METER VAULT AND BACKFLOW PREVENTER ENCLOSURE

PROPOSED TAP INTO EXISTING WATER LINE

60 OLLIE WEAVER WATER ALLOCATION MAY 2022



9733-73-0628
HORIZON HILLS HOMEOWNERS ASSOC INC
DEED BOOK 4088 PAGE 1711
PLAT BOOK 49 PAGE 166

9733-73-2914
LONNIE L BECHTEL & JUDY C WELER
DEED BOOK 5317 PAGE 1786
PLAT BOOK 49 PAGE 166

9733-73-4972
JOHN C JR & ALICE M PRETTYMAN
DEED BOOK 5228 PAGE 526
PLAT BOOK 49 PAGE 166

9733-73-8925
JERRY D & JANET S PERKINS
DEED BOOK 1509 PAGE 343
PLAT BOOK 49 PAGE 166

9733-73-7920
VIRGINIA L BAILEY
DEED BOOK 1669 PAGE 795
PLAT BOOK 49 PAGE 166

9733-84-3590
ANN W MATHIS
DEED BOOK 4732 PAGE 75

9733-83-3276
ROBERT ALAN & TONIA SHEPPARD
DEED BOOK 4327 PAGE 1373

9733-72-6639
SOUTHERN CONCRETE MATERIALS INC
DEED BOOK 1424 PAGE 146



NCBELS #: C-2184

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

Submittal Date: 10/15/2021
 Date Fee Paid: 10/2021
 Petition No: 2021-1

**STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE**

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

| Property Owner and Mailing Address | Phone Number & Email Address | Deed Reference & Property PIN | Property Owner Signature |
|---------------------------------------------------------------------|--------------------------------------|-------------------------------|------------------------------------------------------------------------------------------------------------------|
| Gregory & Sharon Schulz 1538 Country View Way Arden, NC 28704 | 828-242-9766 bakesharon@gmail.com | 4305/0609 9733-83-3019 |  (formerly Sharon A. Baker) |
| Gregory & Sharon Schulz 1538 Country View Way Arden, NC 28704 | 828-230-1164 gyschulz@outlook.com | 4305/0609 9733-83-1054 |  |
| Weavarvegas, LLC 6 Celebration Place Asheville, NC 28806 | 828-242-5294 RLashen@CRESTMtn.com | 5814/412 9733-73-5347 |  |

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]:

Total Acreage to be annexed: 25.24 Acres
 Population in annexed area: 0
 Proposed Zoning District: R-12
 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: 10/15/2021

Petition No. 2021-1

Annexation Area Name: 25+ acres Ollie Weaver Rd

Petitioner: Warren Sugg, P.E.

Subject Area Acreage: 25.24 Acres

Current Land Use: Vacant

Proposed Land Use or Development (describe): R-12 Zoning, 244 Multi-family apartment development

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

Residential (multi-family): Number of Units: 244 Anticipated build out in 2 years
Owned: Average Sales Price: \$ _____ /building unit
Rental: Average Rental Amt: \$ Varies /month

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

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

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

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

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

Other Public Services Requested (describe): _____

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

Warren Sugg Warren Sugg, P.E.
Signature of Owner(s)

**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 Weaver Vegas, 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>Reece Lasher</u> | <u>Manager</u> | <u><i>Reece A. Lasher, Mgr.</i></u> |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

THIS the 15th day of October, 2019.

STATE OF NORTH CAROLINA
 COUNTY OF Buncombe

I, Tricia E. Ward, a Notary Public, certify that Reece A. Lasher personally came before me this day and acknowledged that he/she is the Manager of Weaver Vegas, 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 15th day of October, 2019.



Tricia E. Ward
 Notary Public

My Commission Expires: 6/28/2026

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: May 23, 2022
SUBJECT: Waterline Extension Request – Pleasant Grove Townhomes
PRESENTER: Public Works Director
ATTACHMENTS: Application for Water Commitment Letter
Proposed Water Plan
Draft Commitment Letter

DESCRIPTION/SUMMARY OF REQUEST:

At its meeting on April 25, 2022, Town Council took no action on this waterline extension request and the developer has asked that it be put back on Town Council’s agenda for action.

Pleasant Grove is a proposed townhouse project consisting of 54 residential units. This project is proposed on property located at the intersection of Reems Creek Road and Pleasant Grove Road in the unincorporated area of Buncombe County. An annexation petition is not anticipated for this property.

To serve this project the developer has requested a water commitment of 22,000 gallons per day with peak demand of 297 gallons per minute and two 6-inch water taps into the Town waterline that is located along Pleasant Grove Road. There is no extension that is needed to serve this project, but the looped waterline that is to be constructed within the project, approximately 1,400 linear feet, will become an extension of the Town’s water system. This request is brought to Town Council pursuant to Code Section 30-79 which requires Town Council approval on any extensions to the Town’s water system.

The Public Works Director/Town Engineer has found that there is sufficient water capacity within the Town’s water system to accommodate the requested water without any adverse effects on service to the Town’s current water customers.

A draft commitment letter is attached should Town Council wish to proceed with this request; however, since decisions have not yet been made on the expansion of the Water Treatment Plant and a recent water request related to out-of-town property has recently been denied, the Town Manager and Town Attorney urge Town Council to delay action on this request at this time.

ACTION REQUESTED:

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

rec'd 2/9/2022

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Warren Sugg, P.E.

PROJECT NAME: 9 Pleasant Grove Road

ADDRESS: 168 Patton Avenue

LOCATION: 9 Pleasant Grove Road

Asheville, NC 28801

PHONE NUMBER: 828-252-5388

PIN NUMBER: 9752-24-0297

ELEVATION: 2105

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
- TWO FAMILY _____ NUMBER OF BUILDINGS
- MULTI-FAMILY 54 NO. OF BUILDINGS 1 UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION _____ NO. OF LOTS

- COMMERCIAL SINGLE COMMERCIAL BUILDING
- UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS
_____ NO. OF UNITS

- INDUSTRIAL SANITARY FACILITIES ONLY
- SANITARY & INDUSTRIAL PROCESS WATER

- OTHER FIRE SPRINKLER SYSTEM
- IRRIGATION SYSTEM
- _____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 297
MAXIMUM GALLONS PER DAY 22,000
ANTICIPATED DATE OF SERVICE Fall 2022

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Warren Sugg, P.E. understand that the processing fee of \$ 100 paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature 

Date 2/7/2022



WATER DEMAND CALCULATIONS

Project Scope: This project will consist of 54 - 3 bedroom 2 bath units.

AVERAGE DAILY DEMAND

| Establishment Type | Daily Design Flow | No. of Units | Total Flow | Notes |
|----------------------|-------------------|--------------|------------|-------------------|
| 3 Bed/2 Bath Units | 400 gal / Unit | 54 | 21,600 gpd | |
| | | | - | |
| Average Daily Demand | | | 21,600 gpd | rounded to 22,000 |

Are fixture counts available: Yes

PEAK WATER DEMAND

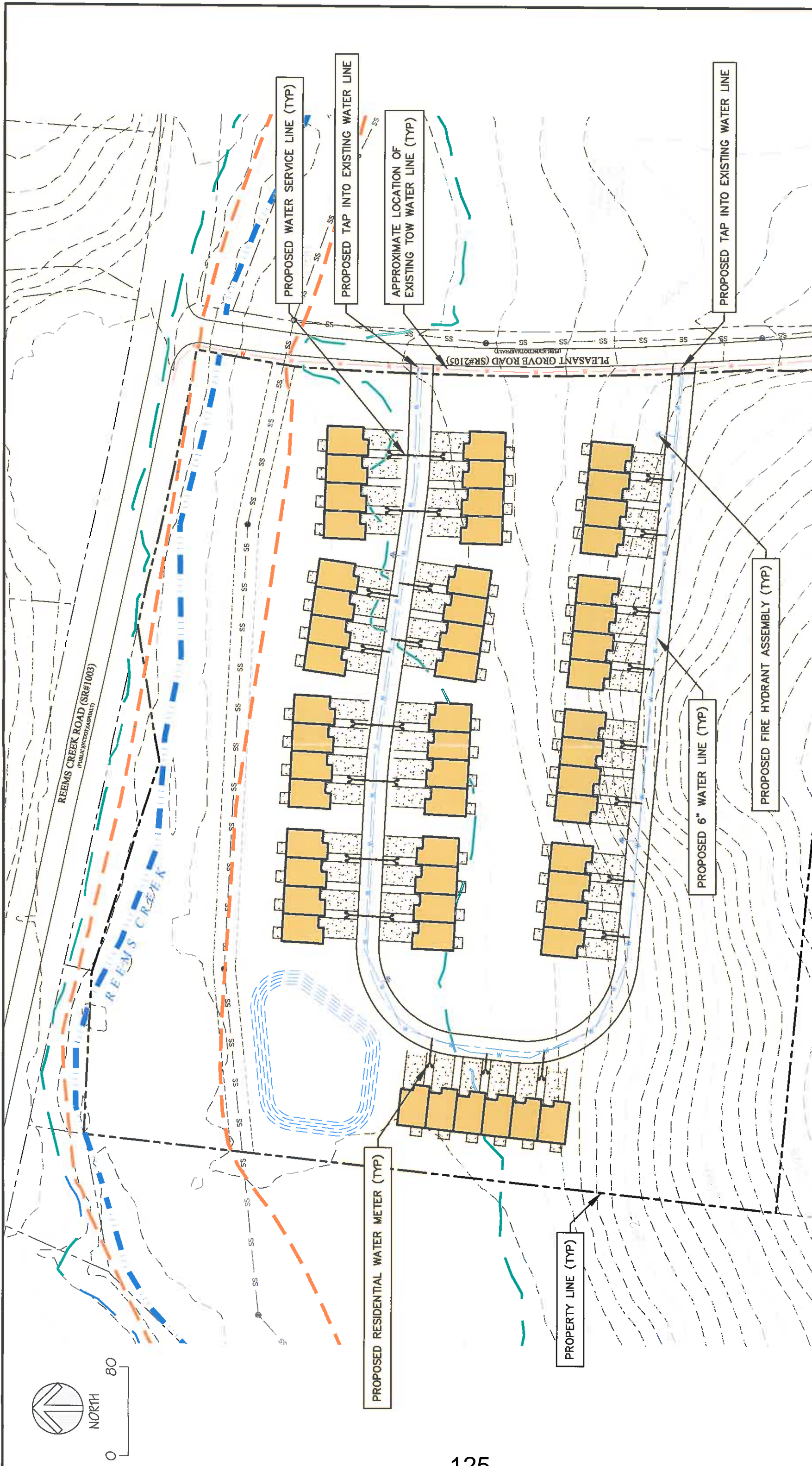
| Fixture Type | Demand Weight of Fixtures | No. of Fixtures | Fixture Units |
|-------------------------|-----------------------------|-----------------|---------------|
| Sinks | 4 fixture units / Fixture | 108 | 432 |
| Water Closet FV | 5 fixture units / Fixture | 108 | 540 |
| Bath/Shower | 4 fixture units / Fixture | 108 | 432 |
| Washing Machine | 4 fixture units / Fixture | 54 | 216 |
| Dishwasher | 1.4 fixture units / Fixture | 54 | 76 |
| Total Fixture Units | | | 1,696 |
| Total Peak Water Demand | | | 297 gpm |

FIRE PROTECTION

Unit demand = 1,000 GPM

Notes:

1. Establishment types and daily design flows from Average Daily Water Demand Chart.
2. Fixture types and demand weight from COA Design & Construction Manual figure W02-b.
3. Peak design flows are from Instantaneous Water Demands Chart.
4. Calculated domestic water demand above is based upon anticipated fixture counts for the project. Final calculations shall be done by the Plumbing Engineer during construction document preparation.



**9 PLEASANT GROVE RD
WATER BULLETIN
FEBRUARY 2022**



March 28, 2022

Mr. Warren Sugg, PE
Civil Design Concepts, PA
168 Patton Avenue
Asheville, NC 28801

Re: Water Commitment for 9 Pleasant Grove Road Townhouses
PIN 9752-24-0297

Dear Mr. Sugg:

This letter represents the Town of Weaverville's review of the water commitment request that was submitted by you dated February 7, 2022 and received on February 9, 2022. Your request indicated that a proposed development on the property listed above would consist of 13 buildings totaling 54 townhouse units. You requested domestic water service for 54 townhouses at 400 GPD each (21,600 GPD) rounded to 22,000 GPD and fire protection service at 1000 GPM. Based on our review, it has been determined that our water system has adequate capacity to serve this connection. Therefore, based on the information that you have provided, your commitment request is hereby approved to provide your project with domestic water service with two 6" taps, a looped water line of approximately 1,400 LF, individual water meters, and at least 4 hydrants for fire protection. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. Please have your engineer coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water service.
2. All water lines and services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff, with permitting by the NC Department of Environmental Quality – Public Water Supply Section.
3. The Owner/Developer is to pay all costs associated with the installation of the water system, water service line, taps, meters, valves, hydrants, and other related appurtenances.

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

(828) 645-7116 • Fax (828) 645-4776

www.weavervillenc.org

4. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer; a Tap Fee must be paid if the tap is made by Town Staff. System Development Fees, Service Charges, and Deposits will be assessed at the time water service is requested to be turned on.
5. This water commitment is valid only for the project described in this letter and is valid for 1 year from the date of this letter. Installation of the water system improvements must begin before the expiration date unless otherwise extended per town policy.
6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. To be eligible for a building permit, your water tap(s) for the project must be installed, approved, and activated.

You paid \$100 on February 7, 2022 as part of your Application for a Commitment Letter. Additional fees based on the number of the domestic meters for the approved project will be required to activate your accounts per the Town's current Fee Schedule.

Sincerely,

DRAFT

Selena D. Coffey, MPA, ICMA-CA
Town Manager

cc: Dale Pennell, Public Works Director

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022

SUBJECT: Code Amendment to Chapter 20 - Solar Collectors, Sidewalk Waivers, and Certain Technical Changes

PRESENTER: Planning Director

ATTACHMENTS: Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

Having received a recommendation from the Planning Board and provided the public with an opportunity to comment on the proposed text amendments, it is now appropriate for Town Council to consider taking action on proposed text amendments to Code Chapter 20 pertaining to solar collectors, sidewalk waivers, and technical changes to correct a typographical error.

A proposed ordinance is attached for Town Council's consideration.

TOWN COUNCIL ACTION REQUESTED:

Should Town Council wish to enact the proposed text amendments it is appropriate to consider adoption of the attached ordinance. The following is a proposed motion:

I move that we adopt the ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20 CONCERNING SOLAR COLLECTOR SYSTEMS, SIDEWALK WAIVERS, AND TECHNICAL CHANGES

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20
CONCERNING SOLAR COLLECTOR SYSTEMS, SIDEWALK WAIVERS,
AND TECHNICAL CHANGES**

WHEREAS, the Planning Board met January 4, 2022, March 2, 2022, and April 5, 2022, in order to discuss certain Code amendments that would define and regulate solar collector systems, amended the standards for sidewalk waivers, and to review proposed technical changes to correct typographical errors;

WHEREAS, the Planning Board found that the proposed code amendments concerning solar collector systems and sidewalk waivers are consistent with the Town’s comprehensive land use plan and are reasonable and in the best interest of the public in that such amendments provide for more orderly development by regulating a previously unregulated use;

WHEREAS, the Planning Board also found that the proposed technical change is consistent with the Town’s comprehensive land use plan and are reasonable and in the best interest of the public in that they correct a typographical error currently in the Code;

WHEREAS, after proper notice the Town Council held a public hearing on May 23, 2022, in order to receive input from the public on the amendments related to solar collector systems, sidewalk waivers, and the proposed technical changes;

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

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town’s adopted comprehensive land use plan.
2. Code Section 20-1202 is hereby amended to add the following definition:

Solar Collector System. The components and subsystems required to convert solar energy into electric or thermal energy suitable for use.

Solar Collector System – Roof-Mounted. A solar collector system attached to the roof of a primary or accessory structure. Included within this definition are solar canopies which are attached to primary, or accessory structures or a secondary dwelling.

Solar Collector System – Ground-Mounted. A freestanding solar collector system mounted on the ground using either a metal frame or pole, or other structural framework. Included within this definition are solar canopies which are freestanding and not attached to a primary or accessory structure or a secondary dwelling.

3. Code Section 20-3205 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3205. Table of uses.

The following notes shall be applicable to the Table of Uses established herein.

- (1) Additional standards for those uses identified on the Table of Uses as "permitted with standards" are found in article III of part III of this chapter.
- (2) If a proposed use can't be found on the table of uses herein established or is not specifically defined herein, then the zoning administrator shall make a determination on which use most closely resembles the proposed use and shall apply those regulations and restrictions. Such determination may be made as a formal interpretation, or as part of an issuance or denial of a zoning permit or a notice of violation. The zoning administrator's determination is subject to an appeal of an interpretation which shall be heard by the board of adjustment.
- (3) The abbreviations and symbols shown in the Table of Uses have the following meanings:

"C" = Conditional District required

"P" = Permitted

"PS" = Permitted with Standards

"-" = Not Permitted

| USES | R-1 | R-2 | R-3 | R-12 | C-1 | C-2 | I-1 | MHO |
|----------------------------------------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|
| UTILITIES | | | | | | | | |
| <u>Solar Collector System – Primary Use</u> | - | - | - | - | - | - | <u>PS</u> | - |
| MISCELLANEOUS USES | | | | | | | | |
| <u>Solar Collector System – Roof Mounted – Accessory Use</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> | <u>P</u> |
| <u>Solar Collector System – Ground Mounted – Accessory Use</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> | <u>PS</u> |

4. Code Section 20-3323 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3323. Accessory structures.

- (a) The footprint of accessory structures within any residential zoning district shall not exceed the following maximum footprint(s).

| Lot Size | One Structure | All Structures |
|-------------------|-------------------|-------------------|
| Less than 1 acre | 800 square feet | 1,000 square feet |
| 1 to 3 acres | 1,200 square feet | 1,600 square feet |
| More than 3 acres | No limit | No Limit |

- (1) The footprint of any structure defined as "dwelling - secondary" shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Code section 20-3309.
 - (2) The footprint of any structure defined as "solar collector system – ground mounted" shall not be included in the calculation of footprint for accessory structures but such structures shall meet the additional standards established by Code section 20-3327.
 - (3) The footprint of any accessory structure implemented with any use defined as "agriculture - commercial" or "agriculture - neighborhood" shall not be included in the calculation of foot print for accessory structures but such structures shall meet the additional standards established by Code section 20-3305 and Code section 20-3306.
- (b) Accessory structures shall not exceed the height of the primary structure and in no event exceed 25 feet.
 - (c) Accessory structures shall only be located within the side or rear yard of the primary structure and shall only be permitted within the setbacks established by the applicable zoning district.
 - (d) Accessory structures providing common facilities for residential developments, including but not limited to a clubhouse, mail receptacle facilities, pool house, rental or property management office, shall not be subject to the footprint limits or location requirements established in this section.

5. Code Section 20-3327 is hereby added as follows:

Sec. 20-3327. – Solar Collector Systems

- (a) Solar collector systems of any kind, regardless of whether they are primary or accessory uses, shall not be placed within the setbacks established by the underlying zoning district.
- (b) Ground mounted solar collector systems that are accessory uses shall only be located within the side or rear yard of the primary structure, except as provided by subsection (c) below.
- (c) In order to provide for reasonable availability of solar collector systems on double fronted and corner lots, ground mounted solar collector systems are allowed in one of the "front" yards for double-fronted or corner lots. All setbacks are still applicable and attempts should be made to place it in the "front" yard that has the least public view.
- (d) Ground mounted solar systems that are accessory uses shall not exceed 25% of the footprint of the primary structure.
- (e) Ground mounted solar collector systems that are accessory uses shall not exceed the height of the primary structure on the property and in no case be taller than 15 feet as measured from finished grade to the highest point of the structure.
- (f) Ground mounted solar collector systems, whether a primary use or an accessory use, that are abandoned or are no longer operational must be timely removed and failure to do so

may result in the revocation of the zoning permit and/or other enforcement action. For purposes of this section abandonment of a solar collector system means that the system has not been in use for 180 consecutive days or more, regardless of any intent or efforts to resume the use.

6. Code Section 20-3108 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3108. Quasi-judicial zoning decisions.

(e) *Sidewalk waivers.* The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements, with a majority vote of the members based on competent, material, and substantial evidence. Limitations and standards applicable to sidewalk waivers are as follows:

(1) Sidewalk requirements imposed by a conditional district or special use permit are not eligible for a waiver of such sidewalk requirements.

(2) Major subdivisions are not eligible for a waiver of the sidewalk requirement for sidewalks on new streets proposed for construction within the major subdivision. Major subdivisions may, however, be granted a sidewalk waiver of the sidewalk requirements along existing streets upon the finding that:

(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or

(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or

(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.

(3) Minor subdivisions may be granted a sidewalk waiver upon the finding that:

(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or

(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or

(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.

7. The following technical changes are hereby made to Chapter 20: The reference to the “planning and zoning board” in subsection (b) of Code Sec. 20-3110 is amended to read “planning board”.
8. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.
9. These amendments shall be effective immediately upon adoption and immediately codified.

ADOPTED THIS the _____ day of _____, 2022, by a vote of ___ in favor and ___ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

JAMES ELLER, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: Update on Regional Water Discussions
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Mayor Fitzsimmons would like to take the opportunity to update Town Council on conversations that he and the Town Manager have had over the last few months with regional jurisdictions and other stakeholders concerning the Town's water system.

ACTION REQUESTED:

Discussion and action as Town Council deems appropriate.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: Weaverville Center for Creative & Healthy Living Update
PRESENTER: Tom Balestrieri
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Tom Balestrieri, the Chairman of the Weaverville Center for Creative & Healthy Living (WCCHL), will be at tonight's meeting to provide an update to Town Council about the activities that WCCHL has been able to schedule and/or host at the Community Center over the last eight months.

ACTION REQUESTED:

Discussion and action as Town Council deems appropriate.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 23, 2022
Subject: Parking Update/Report
Presenter: Councilmember Catherine Cordell
Attachments: None

Description:

Mayor Fitzsimmons and Councilmember Cordell have been conducting informal monitoring of parking availability in downtown parking lots and marked spaces. Councilmember Cordell is going to report their findings during the meeting.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 23, 2022
SUBJECT: I-26 Bridge Replacement Project
PRESENTER: Town Attorney Jennifer Jackson
ATTACHMENTS: Plan Sheets #5 and #6
Proposed Right-of-Way Deed
Proposed Agreement for Entry

DESCRIPTION/SUMMARY OF REQUEST:

The I-26 bridges over Quarry Road (over gated property past the Public Works facility) have been on a replacement list for quite some time. DOT representatives have recently contacted the Town in order to move this project forward with a construction mobilization to begin as early as September 20, 2022.

Public Works Director Pennell has met with NCDOT representatives and others involved in this project several times in order to fully understand the project and its effect on the Town.

The Town has been told that the vast majority of the construction work will be conducted from above on the current bridges and within NCDOT's existing right-of-way. Some limited work will need to be done from Town-owned property, so the following has been identified as being needed to accomplish the project:

- Temporary Construction Easement (0.062 acre – shown in yellow on Plan Sheet 6)
- Permanent Drainage Easement ((0.075 acre – shown in dark pink on Plan Sheet 6)
- Permanent Right-of-Way (0.325 acre – shown in green on Plan Sheets 5 and 6)
- Right of entry providing access to NCDOT and its contractors along Quarry Road with conditions providing for security of the firing range, a vehicle turnaround area, repair of damage to the road, and only limited road closures

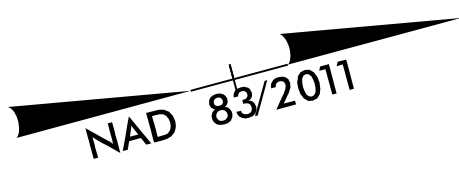
The permanent right-of-way, permanent drainage easement, and the temporary construction easement are contained in the attached Right-of-Way Deed and the right of entry over the non-public portion of Quarry Road is addressed in the attached Agreement for Entry with the conditions shown highlighted in yellow.

Town staff will be present at tonight's meeting to describe the project and to discuss the \$11,000 offer for the needed easements and right-of-way, and whether that amount is a fair amount for full and just compensation. Failure to arrive at a mutually agreeable amount will result in the filing of a condemnation action against the Town in order for NCDOT to obtain the right-of-way and easements needed for the project, but there may be some leeway to increase the offer.

COUNCIL ACTION REQUESTED:

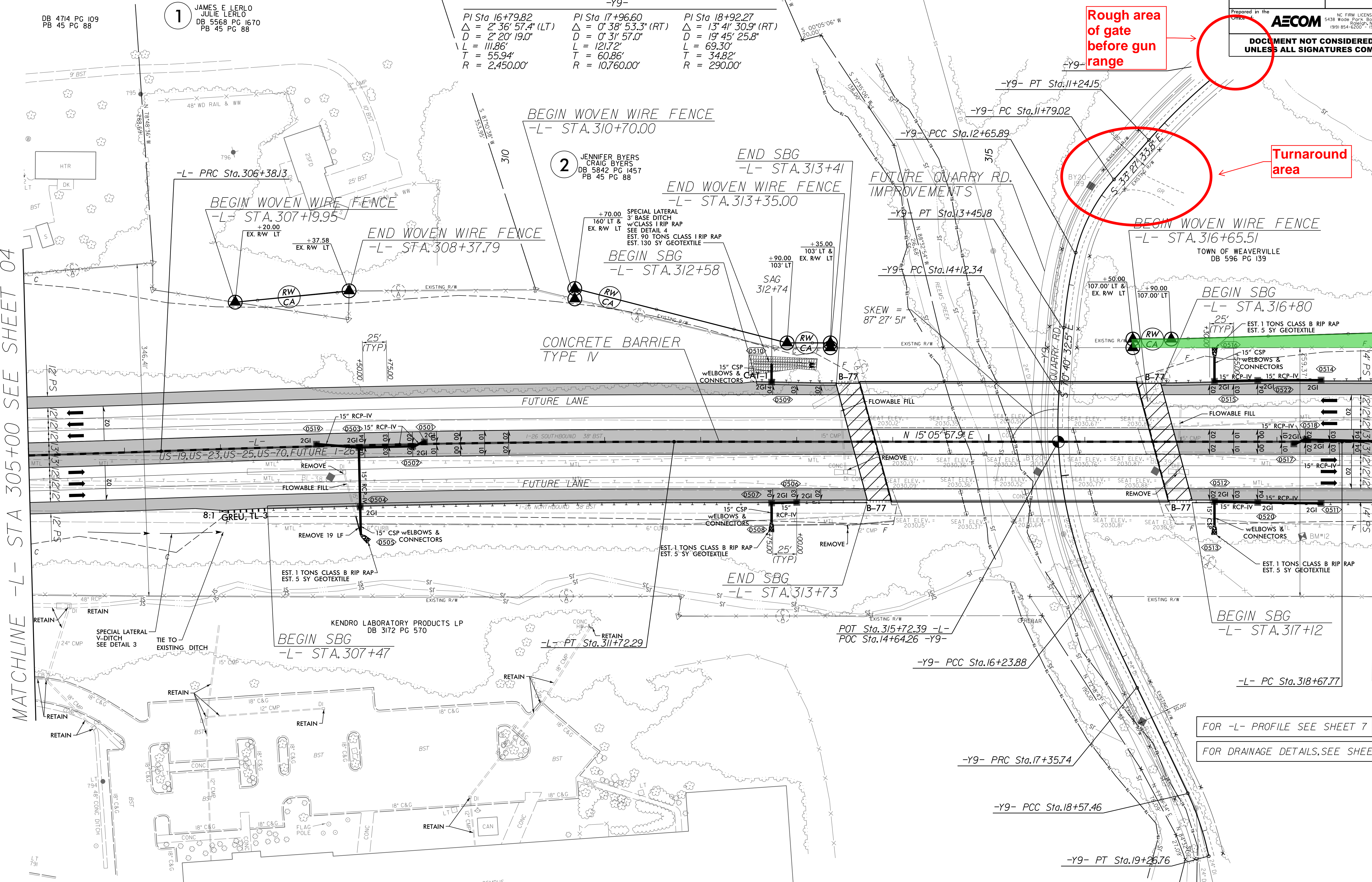
Town Council action to approve the \$11,000 and authorize the Mayor and Town staff to execute the necessary documents, or to direct staff concerning a counteroffer.

Prepared in the Office of
AECOM
 DOCUMENT NOT CONSIDERED FINAL
 UNLESS ALL SIGNATURES COMPLETED



| | | | |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|
| -Y9- PI Sta 10+62.29 $\Delta = 11' 39' 41.1''$ (LT) $D = 9' 23' 33.9''$ $L = 12415'$ $T = 62.29'$ $R = 610.00'$ | -Y9- PI Sta 12+23.32 $\Delta = 27' 39' 08.4''$ (LT) $D = 31' 49' 51.6''$ $L = 86.87'$ $T = 44.30'$ $R = 180.00'$ | -Y9- PI Sta 13+05.63 $\Delta = 9' 33' 50.3''$ (LT) $D = 12' 03' 44.2''$ $L = 79.29'$ $T = 39.74'$ $R = 475.00'$ | -L- PI Sta 15+20.20 $\Delta = 27' 32' 47.3''$ (LT) $D = 13' 01' 18.4''$ $L = 211.54'$ $T = 107.86'$ $R = 440.00'$ |
|-----------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------|

| |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| -L- PI Sta 309+05.24 $\Delta = 2' 06' 38.5''$ (RT) $D = 0' 23' 42.5''$ $L = 53416'$ $T = 267.11'$ $R = 14,500.00'$ $SE = NC$ $V = 70$ MPH |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------|



Rough area of gate before gun range

Turnaround area

MATCHLINE -L- STA 305+00 SEE SHEET 04

MATCHLINE -L- STA 319+00 SEE SHEET 06

FOR -L- PROFILE SEE SHEET 7
 FOR DRAINAGE DETAILS, SEE SHEET 2D-1

Revenue Stamps \$ 22.00

DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Robert Haskett CHECKED BY Ashley E. Robertson

The hereinafter described property Does Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT
6 Roberts Rd. STE 102
Asheville, NC 28803

NORTH CAROLINA
COUNTY OF Buncombe
TAX PARCEL 9732751576

TIP/PARCEL NUMBER: B-4442 003
WBS ELEMENT: 38368.2.1
ROUTE: Replace US-19, US-23,US-25,
US-70, Future I-26 Bridges Over
Reems Creek - Structures No. 370
and 373

THIS FEE SIMPLE DEED, made and entered into this the _____ day of _____ 20 22
by and between Town of Weaverville, a municipal corporation of North Carolina
127 Quarry Rd.
Weaverville, NC 28787

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 11,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in Reems Creek Township, Buncombe County, North Carolina, which is particularly described as follows:

Point of beginning being S 30^50'20.7" W, 363.633 feet from -L- Sta 320+00 thence to a point on a bearing of N 15^5'29.2" E 929.789 feet thence to a point on a bearing of S 27^25'5.5" W 15.098 feet thence to a point on a bearing of S 18^29'38.2" W 31.932 feet thence to a point on a bearing of S 18^29'38.2" W 229.952 feet thence to a point on a bearing of S 18^29'38.2" W 20.180 feet thence to a point on a bearing of S 18^54'2.0" W 50.471 feet thence to a point on a bearing of S 15^43'18.4" W 41.359 feet thence to a point on a bearing of S 15^43'18.4" W 49.425 feet thence to a point on a bearing of S 12^48'42.0" W 13.134 feet thence to a point on a bearing of S 12^48'42.0" W 27.274 feet thence to a point on a bearing of S 12^48'42.0" W 151.424 feet thence to a point on a bearing of S 13^23'34.9" W 260.767 feet thence to a point on a bearing of S 15^5'57.9" W 40.000 feet thence to a point on a bearing of S 74^54'2.1" E 8.961 feet returning to the point and place of beginning. Having an area of 14169.302 Sqr feet being approximately 0.325 acres.

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

Permanent Drainage Easement described as follows:

Area One:

Point of beginning being N 28°22'26.7" W, 178.049 feet from -L- Sta 320+00 thence to a point on a bearing of N 73°52'34.6" W 5.765 feet thence to a point on a bearing of S 16°4'13.4" W 27.242 feet thence to a point on a bearing of S 73°58'58.6" E 7.315 feet thence to a point on a bearing of N 12°48'42.0" E 27.274 feet returning to the point and place of beginning. Having an area of 178.121 Sqr feet being approximately 0.004 acres.

Area Two:

Point of beginning being N 12°32'1.4" W, 263.125 feet from -L- Sta 320+00 thence to a point on a bearing of N 18°54'2.0" E 50.471 feet thence to a point on a bearing of N 18°29'38.2" E 20.180 feet thence to a point on a bearing of S 49°21'25.7" W 41.940 feet thence to a point on a bearing of S 11°53'19.2" W 77.000 feet thence to a point on a bearing of S 73°37'52.6" E 14.310 feet thence to a point on a bearing of N 15°43'18.4" E 41.359 feet returning to the point and place of beginning. Having an area of 1708.753 Sqr feet being approximately 0.039 acres.

Area Three:

Point of beginning being N 5°25'53.5" E, 588.144 feet from -L- Sta 320+00 thence to a point on a bearing of N 15°5'29.2" E 5.958 feet thence to a point on a bearing of N 72°24'33.7" W 29.302 feet thence to a point on a bearing of S 15°30'44.1" W 52.741 feet thence to a point on a bearing of S 72°17'30.3" E 24.569 feet thence to a point on a bearing of N 18°29'38.2" E 31.932 feet thence to a point on a bearing of N 27°25'5.5" E 15.098 feet returning to the point and place of beginning. Having an area of 1398.213 Sqr feet being approximately 0.032 acres.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area(s). It is further understood and agreed that Permanent Drainage Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

Temporary Construction Easement described as follows:

Point of beginning being N 32°57'2.6" W, 193.868 feet from -L- Sta 320+00 thence to a point on a bearing of S 23°26'58.9" W 35.071 feet thence to a point on a bearing of S 1°52'11.6" W 148.176 feet thence to a point on a bearing of N 12°48'42.0" E 151.424 feet thence to a point on a bearing of N 73°58'58.6" W 7.315 feet thence to a point on a bearing of N 16°4'13.4" E 27.242 feet thence to a point on a bearing of N 73°52'34.6" W 15.923 feet returning to the point and place of beginning. Having an area of 2712.060 Sqr feet being approximately 0.062 acres.

This construction easement(s) shall expire upon completion and acceptance of the aforementioned project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

NONE

COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Buncombe County Registry in Deed Book 596 Page 139 .

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

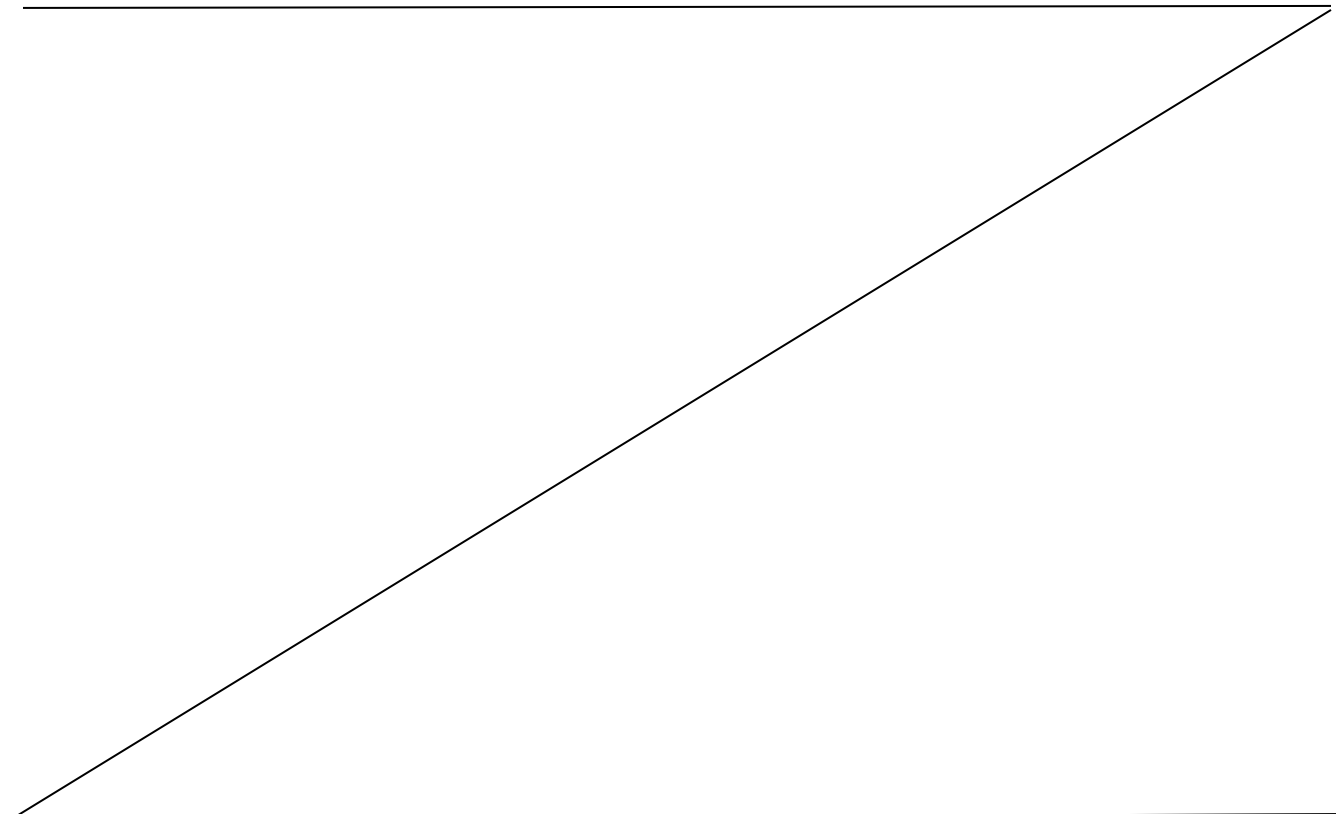
The Grantors acknowledge that the project plans for Project # 38368.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 38368.2.1 , Buncombe County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 38368.2.1 , Buncombe County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina and to be recorded in the Register of Deeds Office of Buncombe County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:

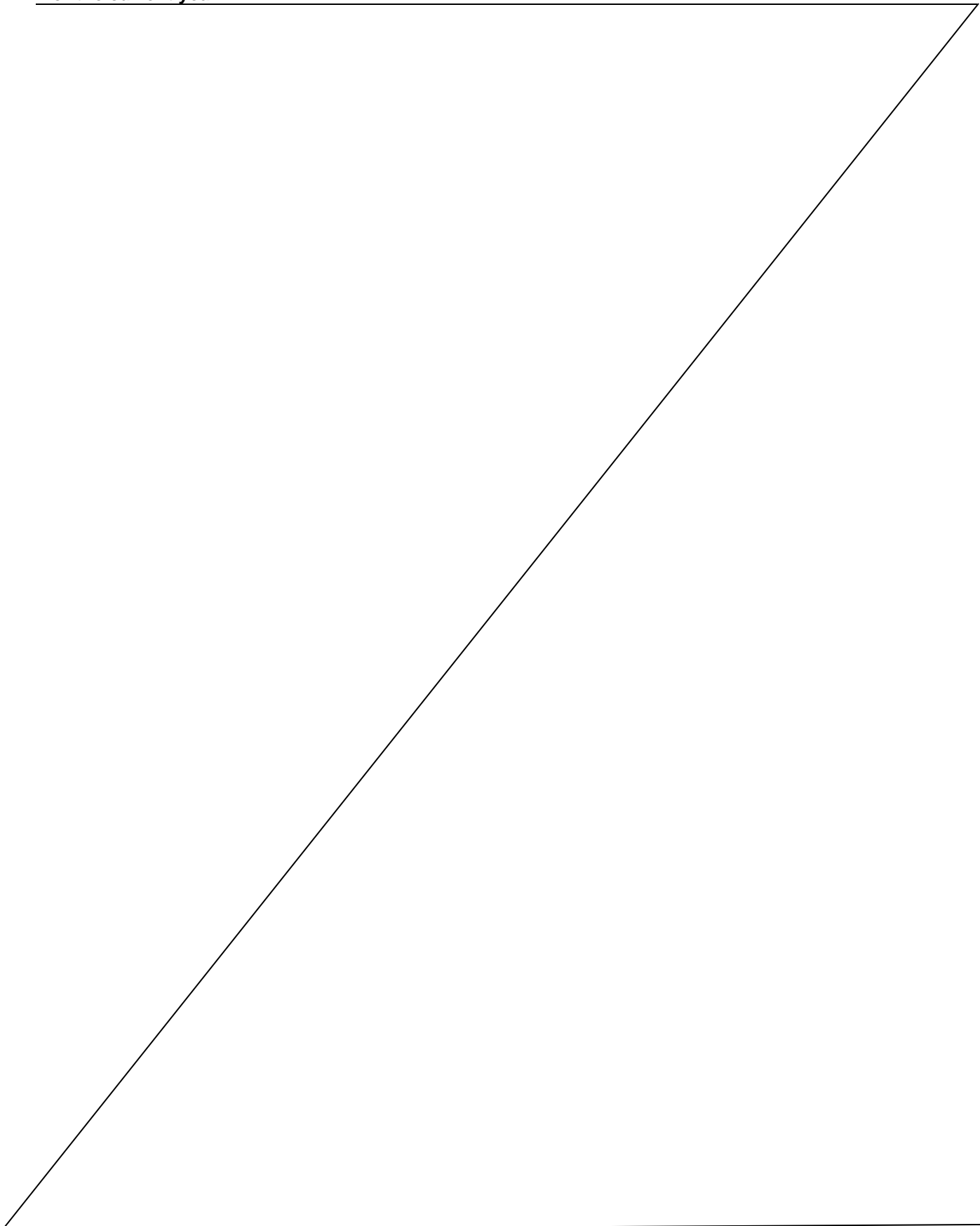
By means of a service or frontage road which is designated as Quarry Rd. on said plans, said access point being located between Survey Station 315+50.00 and Survey Station 315+80.00 on Survey Line -L-.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' rights of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.



TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.**



COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated _____, has caused this instrument to be signed in its corporate name by its MAYOR, its corporate seal hereto affixed, and attested by its CITY CLERK, by order of the Weaverville CITY COUNCIL, this the day and year first above written

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Town of Weaverville, a Municipal Corporation
of North Carolina

Patrick Fitzsimmons, Mayor of Town of
Weaverville

James Eller, Clerk of the Town of
Weaverville

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

| | |
|----------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Official Seal) | North Carolina, _____ County |
| | I, _____, a Notary Public for |
| | _____ County, North Carolina, certify that |
| | JAMES ELLER _____ personally came before |
| | me this day and acknowledged that he/she is the CLERK of the TOWN OF <u>Weaverville</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Weaverville, sealed with its corporate seal, and attested by JAMES ELLER _____ as its TOWN CLERK. |
| Witness my hand and official seal this the _____ day of _____, 20 <u>22</u> . | |
| _____ Notary Public | |
| My commission expires: | |

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 38368.2.1 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

NCDOT and NCDOT's contractor's will be allowed to utilize approximately 2,250 feet of Quarry Road which is owned by the Town of Weaverville and used by the Town for official Town business but not open to the public, for access and construction purposes with the following conditions:

- NCDOT will construct a gravel vehicle turnaround area in an area agreed upon by the Town of Weaverville and NCDOT and NCDOT will maintain such area during the duration of the project.
- NCDOT will install a gate at the location agreed upon by the Town of Weaverville and NCDOT to prevent unauthorized access to the shooting range.
- NCDOT will maintain the unpaved roadway known as Quarry Road during the construction project and agrees to machine and add stone as needed at the end of the project to repair the roadway to pre-project condition or better.
- NCDOT will coordinate closely with the Town of Weaverville on construction activities that will impact the use of the roadway by the Town. NCDOT will work with the Town on any closures to limit the closure to 15 minutes or if longer time is needed NCDOT will coordinate with the Town on specific agreeable time frames for the work to occur.
- NCDOT will provide an additional lock for the gate at the beginning of Quarry Road and will double lock the road upon leaving for the day or in coordination with the Town.
- Except as stated herein, the Town of Weaverville will be allowed to continue to access the roadway and Town properties during the project.

TIP/PARCEL NO.: B-4442 003

COUNTY: Buncombe

IN WITNESS WEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**Town of Weaverville, a Municipal Corporation
Of North Carolina**

**Patrick Fitzsimmons, Mayor of Town of
Weaverville**

**James Eller, Clerk of the Town of
Weaverville**

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: _____

| | |
|------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| (Official Seal) | North Carolina, _____ County |
| | I, _____, a Notary Public for _____ County, North Carolina, certify that |
| | JAMES ELLER _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF <u>Weaverville</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Weaverville, sealed with its corporate seal, and attested by |
| | JAMES ELLER _____ as its TOWN CLERK. |
| | Witness my hand and official seal this the _____ day of _____, 20 <u>22</u> . |
| _____ Notary Public | |
| | My commission expires: |

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 23, 2022
Subject: Quarterly Report-Fire Department
Presenter: Fire Chief
Attachments: Quarterly Report

Description:

Attached please find the quarterly report for the department

Council Action Requested:

No action needed.



Weaverville Fire Department Quarterly Report February 1, 2022 – April 30, 2022

| | | |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------|
| Total Calls For The Quarter - | | 504 |
| Call Breakdown by Category – | | |
| Fire | | 27 |
| Overpressure, Rupture, Explosion, Overheat | | 0 |
| Emergency Medical | | 272 |
| Hazardous Condition | | 9 |
| Service Calls | | 80 |
| Good Intent Calls | | 76 |
| False Alarms | | 36 |
| Severe Weather | | 4 |
| Average response Time for all Calls- 7:36 | | |
| <p>Responded to 71.05% of all calls within the 8-minute industry standard. <i>The calls that make up the remaining percentage were mutual aid to neighboring departments or calls where we would be requested to stage away until law enforcement determined the scene was safe to enter. This number will also be impacted by calls for routine assistance which are calls identified within the Service Calls and Good Intent Calls categories.</i></p> | | |
| Number of Overlapping Calls - 125 | | Percent of Overlapping Calls - 25.1% |
| Number of Calls Within Town Limits - 248 | | Number of Calls in NB District - 221 |
| Automatic Aid Given – 35 | | Automatic Aid Received – 9 |
| Total Fire Loss - \$132,320 | | Pre-incident Value - \$180,510 |
| <p>Percentage of Fire Loss – 73% (Includes 4 vehicle fires, 1 Skid Steer, 1 out building and a garage with multiple vehicles inside)</p> | | |



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. February 2022, March 2022 and April 2022.

SafeKids. Child Car Seat Installation.

February = 5 installations.

March = 3 installation.

April = 3 installations.

Fire Prevention and Education Classes.

February 16th . = Buncombe County Peer Review. Ems review board.

February 22nd and 23rd . Fire Investigation Training.

March 16th . = Buncombe County Peer Review. EMS review board.

April 19th . = Public Safety Communications Seminar.

April 20th . = Buncombe County Peer review. EMS review board.

Commercial Business Inspections.

February = 22 inspections.

March = 28 inspections.

April = 26 inspections.

Kile R. Davis

Fire Marshal

Weaverly Fire Department

kdavis@weaverlyfd.org

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, May 23,2022

Subject: Police Department Report for the 1st Quarter

Presenter: Chief of Police Ron Davis

Attachments: Police Department Reports – Q1 Feb 2022-Apr 2022

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

Action Requested: None

WEAVERVILLE POLICE DEPARTMENT

QUARTERLY REPORT FEB-APR '22

Activity: There were 1,787 calls for service/activities this quarter. (This number does not include dozens of activities conducted everyday such as checks of businesses, homes and citizens)

Total activities increased each month during this period from 519 in February, to 551 in March, to 717 in April.

Arrests: There were 34 arrests this quarter vs. 36 the same quarter last year.

Accidents: There were 44 vehicle collisions with 6 injuries vs. 40 with 7 injuries last year.

Police Activity Report

| <u>Incident</u> <u>Total</u> | <u>February</u> | <u>March</u> | <u>April</u> | <u>Quarter</u> |
|--------------------------------------|-----------------|--------------|--------------|----------------|
| Robbery | 0 | 0 | 0 | 0 |
| Aggravated Assault | 0 | 1 | 0 | 1 |
| Rape | 0 | 1 | 0 | 1 |
| Kidnapping | 0 | 1 | 0 | 1 |
| Simple Assault | 0 | 1 | 0 | 1 |
| Burglary/B&E | 1 | 0 | 2 | 3 |
| Theft-Shoplifting | 3 | 5 | 6 | 14 |
| Theft-From a Motor Vehicle | 1 | 0 | 0 | 1 |
| All Other Theft | 5 | 7 | 4 | 16 |
| Damage/Vandalism | 2 | 1 | 0 | 3 |
| Counterfeiting/Forgery | 2 | 0 | 0 | 2 |
| False Pretense/Swindle/Confidence Gm | 0 | 1 | 0 | 1 |
| Credit Card/ATM Machine Fraud | 1 | 1 | 0 | 2 |
| Stolen Property | 0 | 1 | 0 | 1 |
| Drug/Narcotic Violations | 1 | 2 | 2 | 5 |
| Drug Equipment Violations | 0 | 2 | 2 | 4 |
| Weapon Law Violations | 0 | 1 | 1 | 2 |
| | | 153 | | |

RESPONSE TIMES FEB-APR '22

| | <u>February</u> | <u>March</u> | <u>April</u> |
|---------------------------------|-----------------|--------------|--------------|
| <i>High priority- average</i> | 3.31 | 3.05 | 4.46 |
| <i>Average priority-average</i> | 3.52 | 4.09 | 4.54 |
| <i>Low priority- average</i> | 0.85 | 1.14 | 1.10 |

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

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

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

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

SBI CRIME INDEX TRENDS 2010-2020

| Offense | 2010 | 2011 | 2012 | 2013 | 2014 | 2015 | 2016 | 2017 | 2018 | 2019 | 2020 |
|--------------------|------|------|------|------|------|------|------|------|------|------|------|
| Rape | | 1 | | 1 | 1 | 2 | | | | 2 | 2 |
| Robbery | 1 | 1 | 1 | 1 | 2 | | 1 | 4 | 2 | | 1 |
| Aggravated Assault | 5 | 2 | 7 | 1 | 1 | 1 | 3 | 3 | | 2 | 2 |
| Violent Crime | 6 | 4 | 8 | 3 | 4 | 3 | 4 | 7 | 2 | 4 | 5 |
| | | | | | | | | | | | |
| Burglary | 6 | 9 | 12 | 23 | 15 | 12 | | 2 | | 1 | 3 |
| Larceny | 121 | 218 | 210 | 165 | 173 | 179 | 80 | 128 | 136 | 147 | 165 |
| MV Theft | | 1 | 1 | 5 | 5 | 3 | 5 | 1 | 5 | 5 | 10 |
| Property Crime | 127 | 228 | 223 | 193 | 193 | 194 | 85 | 131 | 141 | 153 | 178 |
| | | | | | 155 | | | | | | |

2020 CRIME INDEX COMPARISON

NC STATE BUREAU OF INVESTIGATION

Rate per 100,000

