

Remote Access Option for General Public via Zoom:
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	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Conflict of Interests Statement		Mayor Fitzsimmons
4. Public Hearing – Water System Development Fees	3	Town Attorney Jackson
5. Public Hearing – Annexation Agreement between Woodfin and Weaverville ..	45	Town Attorney Jackson
6. Public Hearing – Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards	55	Planning Director Eller
4. Consent Agenda		Town Manager Coffey
A. March 21, 2023 Town Council Workshop Minutes	62	
B. March 27, 2023 Town Council Regular Meeting Minutes	64	
C. Monthly Tax Report	67	
D. Annual Presentation of Town Manager Delegated Policies	72	
E. Adoption of Records Retention and Disposition Schedule.....	76	
F. American Rescue Plan Act (ARPA) Award – Approval of Required Policies	79	
G. Water Commitment Renewal – 60 Ollie Weaver Road	130	
H. Board Appointments – Planning Board	136	
5. Town Manager’s Report	138	Town Manager Coffey
6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
A. Weaverville Economic Development Advisory Committee Update and Review of Economic Development Goals	175	Phil Barnett and Mayor
B. Water System Capital Projects – Update and Next Steps	143	Town Manager & Atty
C. Annexation Agreement with Woodfin – Sourwood Inn Area	161	Town Attorney Jackson
D. Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards	170	Planning Director Eller
E. Presentation of Town Manager Recommended FY2024 Budget	175	Town Manager Coffey
F. Quarterly Report – Planning	176	Planning Director Eller
G. Quarterly Report – Finance	179	Finance Director Dozier
8. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest related to the Town of Weaverville. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes. Comments during the meeting are generally limited to 3 minutes. You must be recognized before giving your comment. Written comments timely received will be provided to Town Council and read during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (2) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

**WEAVERVILLE TOWN COUNCIL REGULAR MEETING – APRIL 24, 2023, AT 6PM
REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS**

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

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting on Monday, April 24, 2023, at 6:00 p.m. will be held as an in-person meeting (Council Chambers/Community Room at Town Hall, 30 South Main Street) with remote attendance by the general public allowed via Zoom.** For those members of the public wishing to attend remotely via Zoom the following information is provided.

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

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

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

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

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

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

Patrick Fitzsimmons, Mayor
4/20/2023

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: April 24, 2023
SUBJECT: Public Hearing on Water System Development Fees
PRESENTER: Town Attorney
ATTACHMENTS: Notice of Public Hearing
Information Sheet
Willdan Water System Development Fees Draft Report

DESCRIPTION/SUMMARY OF REQUEST:

Tonight's public hearing is on proposed updates to the Town's water system development fees which were originally implemented on July 1, 2018. Notice of the public hearing was duly advertised as required by North Carolina.

The Town contracted with Willdan Financial Services (Willdan) for a financial analysis and they have completed their analysis and draft report on the Town's water system development fees, a copy of which has been available for review and is attached.

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

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

The Town has had a public comment open since March 1, 2023, and tonight's public hearing will end that public comment period.

Comments received tonight and those that come in via email (none to date) will be forwarded to Willdan so that they can be incorporated into their final report to Town Council which is scheduled for May 22, 2023. Town Council action to adopt water system development fees with the FY2024 budget and fee schedule will be requested at its June 26, 2023, meeting.

TOWN COUNCIL ACTION REQUESTED:

Receive public input on the proposed updates to the Town's water system development fees.

**TOWN OF WEAVERVILLE
NOTICE OF PUBLIC COMMENT PERIOD AND PUBLIC HEARING
ON WATER SYSTEM DEVELOPMENT FEES**

The Town of Weaverville is seeking public comments as a part of updating its water system development fees. Willdan Financial Services has performed a financial analysis and that draft report is available for inspection on the Town's website (<https://weavervillenc.org/>) along with general information about system development fees. The public comment period will run from March 1, 2023, through April 24, 2023, and a public hearing has been scheduled for April 24, 2023, at 6 pm in the Community Room/Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC. For more information on what these fees are and how to submit a comment go to the website at <https://weavervillenc.org/town-of-weaverville-water-system-development-fees/> or call Town Hall at (828)645-7116.

James Eller
Town Clerk

Posting Date: 3/7/23
Publication Dates: 3/16 and 3/23

TOWN OF WEAVERVILLE - WATER SYSTEM DEVELOPMENT FEES

As allowed by law, the Town of Weaverville began charging water system development fees on July 1, 2018, and has undertaken an analysis in order to continue to assess those fees on new development.

WHAT IS A SYSTEM DEVELOPMENT FEE?

A system development fee includes any charge or assessment for services imposed on new development to fund costs of capital improvements necessitated by and attributable to such new development (incremental costs), to recoup costs of existing facilities which serve such new development (buy-in costs), or a combination of those costs (combination costs).

WHAT PROCEDURES MUST THE TOWN FOLLOW TO SET THIS FEE?

Article 8 of Chapter 162A of the NC General Statutes, entitled "System Development Fees," provides legal authority for municipalities to charge system development fees for its water systems as long as conditions are met and statutory procedures are followed.

There are five steps that the Town must follow in order to comply with the procedural requirements to establish a water system development fee:

- Step 1: *Supporting Analysis and Fee Calculation*
- Step 2: *45-Day Public Comment Period*
- Step 3: *Public Hearing*
- Step 4: *Town Adoption*
- Step 5: *Publication of Adopted Fee*

HOW IS THE SYSTEM DEVELOPMENT FEE CALCULATED?

SUPPORTING ANALYSIS AND FEE CALCULATION

A supporting analysis must be undertaken by a qualified professional firm to determine the maximum system development fee that the Town can charge new development for water system development fees. The Town engaged the firm of Willdan Financial Services ("Willdan") to perform this work. That analysis has been completed and the Willdan System Development Fee Draft Report was presented to Town Council on February 27, 2023, and is now available for public inspection at Town Hall and on the Town's website.

[CLICK HERE FOR WILLDAN DRAFT REPORT](#)

This draft report provides calculations of the maximum allowable system development fees that the Town could charge under each of the following methods: buy-in cost method, incremental cost method, and combination method. It should be noted that the Town can set system development fees that are lower than the maximum fee calculated in the report.

HOW CAN I SUBMIT A COMMENT?

45-DAY PUBLIC COMMENT PERIOD

Town Council and Willdan request the public's input on the system development fees as established in the Willdan System Development Fee Draft Report. Comments can be made via email to public-comment@weavervillenc.org from March 1, 2023 through April 24, 2023, at 5:00 pm. Comments received after that date may not be taken into consideration when the final draft of the report is completed by Willdan.

TOWN OF WEAVERVILLE - WATER SYSTEM DEVELOPMENT FEES

As allowed by law, the Town of Weaverville began charging water system development fees on July 1, 2018, and has undertaken an analysis in order to continue to assess those fees on new development.

TO MAKE A COMMENT PLEASE SEND AN EMAIL TO: public-comment@weavervillenc.org

IF YOU WISH TO MAKE A COMMENT AND DO NOT HAVE ACCESS TO EMAIL PLEASE COME BY TOWN HALL (30 S. MAIN ST., WEAVERVILLE) AND SOMEONE CAN ASSIST YOU.

PUBLIC HEARING

The Town has scheduled a public hearing on the Willdan System Development Fee Draft Report and water system development fees for the Town of Weaverville to be held in the **Community Room and Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC, on April 24, 2023, at 6 p.m.**, or as soon thereafter as Council can reach the matter. The public is requested to attend the public hearing and submit comments during the hearing if they haven't already done so.

WHEN WILL TOWN COUNCIL ADOPT A SYSTEM DEVELOPMENT FEE?

Town Council anticipates taking action to establish water system development fees at its regular meeting on June 26, 2023. Any system development fee adopted by Town Council will be effective on July 1, 2023, and will be published, along with other fees, in the Town's Fee Schedule.

February 16, 2023

Selena Coffey, Town Manager
Town of Weaverville
30 South Main Street
P.O. Box 338
Weaverville, NC 28787

DRAFT - 1

Subject: Water System Development Fee Study

Dear Ms. Coffey,

WILLDAN FINANCIAL SERVICES (“Willdan”) is pleased to submit to the Town of Weaverville, North Carolina (the "Town") the Water System Development Fee Study report (the "Report") for your consideration. We have completed the analyses for the review and development of water system development fees and have summarized the results herein.

	GENERAL
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System Development Fees (“SDF” or “SDFs”) and other comparable charges are often referred to by various terms including impact fees, capacity fees, system expansion fees, availability fees, connection fees, capacity reservation charges, facility fees, capital connection charges or other such terminology. In general, an SDF is a one-time charge implemented to recover (in whole or part) the costs associated with capital investments made by a utility system to make service available to future users of the system. Such capital costs include the construction of facilities as well as engineering, surveys, land, financing, legal and administrative costs. It has become customary practice for water and utility systems to implement SDFs (or other similar charges) to establish a supplemental source of funding for future capital projects. This practice helps to mitigate the need for existing customers to pay for system expansions entirely through increased user rates.

	CRITERIA FOR SYSTEM DEVELOPMENT FEES
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The purpose of a SDF is to assign, to the extent practical, growth-related capital costs to those customers responsible for such additional costs. To the extent that new population growth imposes identifiable additional capital costs to municipal services, equity and prudent financial practice necessitate the assignment of such costs to those customers or system users responsible for the

additional costs rather than the existing user base. This practice has been labeled as “growth paying for growth” without placing the full cost burden on existing users.

It is important to note that an SDF is different than an assessment or tax. A special assessment is predicated upon an estimated increment in value to the property assessed by virtue of the improvement being constructed in the vicinity of the property. Further, the assessment must be directly and reasonably related to the benefit of which the property receives. SDFs are not related to the value of the improvement to the property but rather to the usage of the facilities required by the property. Until the property put to purpose (i.e., developed), there is no burden placed upon the servicing facilities and the land use may be entirely unrelated to the value of the assessment basis of the underlying land. With respect to a comparison to taxes, SDFs are distinguishable primarily in the direct relationship between the amount charged and the measurable quantity of public facilities required. In the case of taxation, there is no requirement that the payment be in proportion to the quantity of public services consumed, and funds received by a municipality from taxes can be expended for any legitimate public purpose.

LEGAL CONSIDERATIONS

Court Proceedings - General

Courts throughout the United States have found that capacity-related fees associated with new customer connections to utility systems are legal provided they meet a Rational Nexus Test. In accordance with common court rulings, the rational nexus test requires that certain conditions be met to incorporate a valid capacity-related fee. Typically, the court decisions have found that such fees are valid if the following standards are met:

1. The required payment should primarily benefit those who must pay it because they receive a special benefit or service by reason of improvements made with the proceeds.
2. Proceeds from the required SDF payments are dedicated solely to the capital improvement projects (i.e., proceeds are not placed in a general fund to be spent on ongoing expenses and maintenance, which characterizes a tax, but are set aside in a restricted reserve fund).
3. The revenue generated by the required payment should not exceed the cost of capital improvements to the system.
4. The required payments are imposed uniformly and equitably on all new customers based on their anticipated usage (i.e., a relationship between the fees paid and the benefits received).

In general, most courts have found that it is reasonable for utility systems to take steps to ensure that there are adequate funds for capital projects, and to set aside collected fees in a special account for that purpose. Additionally, new customers are treated alike in that all must pay a fee based on

anticipated usage and/or potential demand. Finally, courts have reasoned that it is rational for a utility system to prepare to pay for future capital projects and, while imposing a capacity-related fee may not be the only way to raise such funds, it is a reasonable and legitimate method of accruing funds.

Court Proceedings – North Carolina

In 1990, a precedent was set in the State of North Carolina in a decision by the United States Court of Appeals, Fourth District for the case of Shell Island Investment v. Town of Wrightsville Beach North Carolina (900 F.2d 255), regarding the right of the Town of Wrightsville Beach to impose utility system impact fees to fund the expansion of the water and sewer facilities. The Court of Appeals upheld the decision of the United States District Court for the Eastern District of North Carolina that the Town of Wrightsville Beach had “authority to impose impact and tap fees under the Public Enterprise statute and that no specific enabling legislation is necessary.”

Pursuant to the ruling of the District Court and the Court of Appeals, it was concluded that “despite the absence of any express authorization in the Public Enterprise Statute for municipalities to establish or increase utility fees in order to offset future capital improvements to their sewer and water infrastructures, general authority to do so is implicit in relevant state law, limited only by the requirement that any discrimination among users be not based on arbitrary or unreasonable classifications.”

Court Proceedings – Town of Carthage Case

On April 8, 2016, in the case of Quality Built Homes, Inc. v. Town of Carthage, (766 S.E. 2d 897) the North Carolina Court of Appeals held that the Town of Carthage possessed authority to charge “impact fees” for water and sewer services. However, on August 16, 2016, the North Carolina Supreme Court reversed the North Carolina Court of Appeals’ decision and held that the Town did not possess authority to charge impact fees for water and sewer services. Although there were many distinct factors influencing this decision, the result generated a significant amount of confusion and concern for governmental utility systems within the State.

House Bill 436

The General Assembly of North Carolina recently enacted House Bill 436, which included a general statute under Section 1, Chapter 162A, Article 8 for the development of “System Development Fees” (herein referred to as “Chapter 162A”) that impacts all governmental entities in North Carolina who currently assess fees for the recovery of capital costs associated with new development and system growth. As defined in Chapter 162A, a system development fee is a charge or assessment for service imposed with respect to new development to fund costs of capital improvements necessitated by and attributable to such new development, to recoup costs of existing facilities which serve such new development, or a combination of those costs. Based on requirements of Chapter 162A, the calculation of the SDFs, must employ generally accepted accounting, engineering, and planning methodologies. Defined methodologies include the buy-in method, incremental or marginal cost method, and combined cost method. A brief description of

each of these methods as defined in American Water Works Association Manual M1 is provided below.

- *Buy-in Method.* Based on the value of the existing system’s capacity. Under this method, new development “buys” a proportionate share of capacity at the cost (value) of the existing facilities.
- *Incremental/Marginal Cost Method.* Based on the value or cost to expand the existing system’s capacity. This method assigns to new development the incremental cost of future system expansion needed to serve new development.
- *Combined Cost Method.* Based on blended value of both the existing and expanded system capacity. This method uses a combination of the buy-in and incremental/marginal cost methods.

Chapter 162A allows a governmental unit to utilize any of the three methods described above depending on the availability of information from the governmental unit, i.e., a detailed listing of asset data (buy-in method) or a ten to twenty-year capital improvement plan (incremental method). The combined method includes both existing assets and future capital projects required to serve growth.

Chapter 162A states that an SDF shall be calculated based on a written analysis, which may constitute or be included in a capital plan, that:

1. Is prepared by a financial professional or a licensed professional engineer qualified by experience and training or education to employ generally accepted accounting, engineering, and planning methodologies to calculate system development fees for public water and sewer systems.
2. Documents in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
3. Employs generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis as to the consideration and selection of a method appropriate to the circumstances and adapted as necessary to satisfy all requirements of this Article.
4. Documents and demonstrates the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
5. Identifies all assumptions and limiting conditions affecting the analysis and demonstrates that they do not materially undermine the reliability of conclusions reached.
6. Calculates a final system development fee per service unit of new development and includes an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
7. Covers a planning horizon of not less than 5 years nor more than 20 years.
8. Is adopted by resolution or ordinance of the local governmental unit in accordance with G.S. 162A-209.

9. Uses the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering or planning purposes for water or sewer, as appropriate, in calculating the system development fee. (2017-138, s. 1; 2018-34, s. 1(a); 2021-76, s. 2.)

Further, Chapter 162A includes certain other minimum requirements as follows:

1. A system development fee shall not exceed that calculated based on the system development fee analysis.
2. Credits must be included no matter which methodology is used. A more detailed discussion on the applicable credits will be included in later sections of this Report.
3. A construction or contribution credit shall be given with respect to new development such that the governmental unit will credit the value of costs in excess of a development's proportionate share of connecting facilities required to be oversized for the use of others outside the development.

As such, this Report is intended to SDFs that meet the legal requirements set forth above to develop fees in accordance with Chapter 162A. The development of the proposed/calculated SDFs and applicable analysis assumptions are described throughout the remainder of the Report.

ADOPTION AND PERIODIC REVIEW OF SDF ANALYSIS

Upon completion of the SDF analysis, Chapter 162A sets forth certain criteria regarding the adoption and periodic review of SDFs. These include the following:

1. For not less than 45 days prior to consideration for adoption of the SDF analysis, the governmental unit shall post the analysis on its website and solicit and furnish a means to submit written comments which shall be considered by the preparer for potential modifications or revisions to the analysis.
2. Following expiration of the 45 days posting period, the governing body shall conduct a public hearing prior to considering adopting the analysis with any modifications.
3. The governmental unit shall publish the SDFs in its annual budget, rate plan or ordinance. Further, the SDF analysis shall be updated at least every five years.

EXISTING SYSTEM DEVELOPMENT FEES

The Town currently imposes SDFs to new customers requiring water utility service. The current fee is \$2,232 per residential dwelling. For new, nonresidential/commercial customers, the fee is based on the size of the water meter. Based on discussions with Town staff, it is understood that

the current fees and fee structure were developed and adopted in accordance with the Chapter 162A requirements. The existing SDFs are provided in **Table 1**.

TABLE 1 EXISTING SYSTEM DEVELOPMENT FEES	
Description	Fees
<u>Meter Size:</u>	
5/8 x 3/4 Inch	\$ 2,232
1.0 Inch	\$ 5,580
1.5 Inch	\$ 11,160
2.0 Inch	\$ 17,856
3.0 Inch	\$ 35,712
4.0 Inch	\$ 55,800
6.0 Inch	\$ 111,600

EXISTING TAP CHARGES

The Town currently imposes tap charges to new customers connecting to the water system. However, it is important to note that such connection-related charges are different than the SDFs developed and proposed herein. The distinguishing characteristic is that the connection charges are established for the purpose of recovering the operating costs associated with performing the customer service act of physically making a new system connection (i.e., materials, labor, equipment, vehicles, etc.) SDFs, on the other hand, are established for the purpose of recovering the major capital costs incurred in making water utility service available to the public. The SDFs calculated herein are intended to be in addition to the tap charges. As such, it is proposed that the existing tap charges continue to be imposed. It should be noted that, for the purpose of this Report, the existing tap charges are assumed to recover the costs associated with these items. A review of these charges in relation to actual costs incurred is beyond the scope of this Report.

BUY-IN METHOD

Existing Facilities

In considering the recovery of existing asset costs under the buy-in method, the general concept is that new customers “buy” a proportionate share of system capacity at the value of the existing facilities. It is important to note that while this methodology is labeled as *buy-in*, payment of an

SDF does not transfer any ownership of the assets to the customer. Rather, such payment provides access to capacity at a status equal to that of existing customers of the system.

While there are different methods that can be used to establish a value to the existing facilities, a common approach is to value the existing assets at a replacement cost amount. According to the replacement cost method, the existing system components are valued at the estimated current cost of replacing the facilities. The analysis developed herein uses an approach referred to as Replacement Cost New Less Depreciation (RCNLD). Applying the RCNLD method, the original costs are escalated to current dollars using construction cost indices, and then the result is adjusted down for the accumulated depreciation, which is also adjusted by the construction cost indices. This approach results in a replacement cost valuation that reflects the remaining depreciable life of the facilities.

In performing the RCNLD analysis, the Town provided a detailed listing of the current water system facilities (the “Asset Listing”). The Asset Listing contained the original cost, the date placed in service and the accumulated depreciation for each asset. The replacement cost of each asset is estimated by using construction cost indices information contained in the Handy-Whitman Index of Public Utility Construction Costs for the South Atlantic Region. The Handy-Whitman Index calculates the cost trends for diverse types of utility construction, including water systems. The published indices are used by regulatory bodies, operating entities, utility systems, service companies, valuation experts and insurance companies. The Handy-Whitman Index values are widely used to trend earlier valuations and original cost records to estimate replacement cost at prices prevailing at a certain date or to the present. While other construction cost indices are available, the Handy-Whitman Index is used in this analysis because it is specifically tailored to the utility industry.

After the replacement cost is calculated for each individual asset item, the adjusted accumulated depreciation is deducted for each asset item. The result is the RCNLD. The asset data and applicable recoverable cost allocations are provided in **Exhibit 1** at the end of this Report. The existing capital facilities and RCNLD calculations are summarized in **Table 2**.

Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
Total Utility Assets:				
Building	\$ 5,474,942	\$ 14,430,651	\$ (7,260,774)	\$ 7,169,877
Vehicles	205,846	205,846	(94,434)	111,412
Equipment	1,609,023	1,755,138	(1,290,096)	465,042
Distribution Systems	10,806,976	30,659,020	(16,222,139)	14,436,881
Land	184,965	184,965	0	184,965
Total	\$ 18,281,752	\$ 47,235,620	\$ (24,867,443)	\$ 22,368,177

For the purpose of the SDF analyses developed herein, the existing assets are categorized based on the major components of **Treatment** and **Transmission**. The treatment category includes any treatment plant facilities supply and storage facilities. The transmission/collection category consists of major water mains and water pumping facilities. Since the localized distribution and collection facilities are oftentimes contributed by developers or funded from other sources (i.e., assessments, direct customer payments, etc.), these facilities are not included for recovery through the SDFs. Additionally, a cost limit or threshold has been set at \$100,000 as a condition of inclusion of the asset items in the SDF calculation. The cost limit assumes that any asset item that costs less than the limit amount is not a major facility that provides a system-wide benefit. A final adjustment was made to exclude certain asset items that were identified as projects that only restored existing capacity rather than provided system upgrades or additional system capacity. The existing recoverable water capital asset cost allocations included in the analysis are summarized in **Table 3**.

TABLE 3	
SUMMARY OF EXISTING RECOVERABLE FACILITIES	
Description	Recoverable RCNLD
<u>Total Recoverable Assets:</u>	
Building	\$ 6,726,693
Vehicles	0
Equipment	0
Distribution Systems	13,396,122
Land	184,965
Total	\$ 20,307,780
<u>Allocation of Recoverable Assets:</u>	
Treatment Facilities	\$ 6,911,658
Transmission Facilities	13,396,122
Total	\$ 20,307,780

Calculation Credit

It is common practice for utilities to fund major capital improvements and expansion projects with debt (i.e., bond issues). Generally, debt service payments associated with bond issues are recovered through the monthly user rates and charges applied to all system customers, as well as from other available revenue sources (including SDFs). To reduce the potential for new customers to pay twice for capital facilities (i.e., paying an SDF and then paying for debt service on expansion projects in their monthly user rates), the SDF analysis developed herein includes a debt service credit to the existing facilities (buy-in method). The credit on the existing facilities is equal to the outstanding principal remaining on all utility related debt. The debt service credit amount for the existing facilities is based on information provided by staff related to the capital projects that were

funded from proceeds of each individual debt instrument. A summary of the existing recoverable capital facilities as adjusted for the applicable credits is provided in **Table 4**.

TABLE 4	
SUMMARY OF NET RECOVERABLE FACILITIES	
Description	Net Recoverable
Existing Facilities:	
Treatment Facilities	\$ 6,911,658
Transmission Facilities	13,396,122
Subtotal	\$ 20,307,780
Less Credits:	
Treatment Facilities	\$ (1,255,367)
Transmission Facilities	(2,433,633)
Subtotal	\$ (3,689,000)
Net Capital Costs:	
Treatment Facilities	\$ 5,656,291
Transmission Facilities	10,962,489
Net Recoverable Costs	\$ 16,618,780

System Capacities

As previously addressed, the purpose of the SDF is to have new customers pay for their proportionate share of system capacity. This concept implies that the fee is based on a unit cost of capacity. To apply a fee based on the unit cost of capacity, it is necessary to identify the capacities of the facilities for which cost recovery is assigned. As such, the methodology applied herein relies upon identifying the water treatment capacities as well as estimating the capacities of the major transmission facilities. Due to the regulatory and design requirements for water treatment plants, the capacity of treatment facilities is typically well documented. However, the volumetric capacity of the major transmission facilities is often more difficult to determine. For this reason, in performing an analysis of this nature, the assumed capacity of the transmission facilities is commonly based on a factor of the associated treatment capacities. In developing the estimated amount of capacity for each respective category, the analysis relies on information provided by the Town, as well as assumptions based on common industry standards.

Water Treatment

The Town currently owns and operates the Lawrence T. Sprinkle Jr. water treatment plant, which has a treatment capacity of 1.50 MGD (million gallons per day). While the flow capacity is provided in terms of the maximum daily flow amount, the development and application of SDFs are based on average flow requirements. As such, it is necessary to convert the maximum daily

flow (MDF) capacity to an estimated average daily flow (ADF) capacity. Pursuant to general industry standards and discussions with staff, it is assumed herein that the rated MDF is approximately 1.50 times the available capacity on an ADF basis. Applying this factor to the rated capacity for the water supply sources results in an average daily flow capacity of 1.00 MGD. An additional adjustment is made for the assumed amount of unaccounted-for water (i.e., system flushing and backwashing, testing, line loss, etc.). The unaccounted-for water reduces the amount of capacity available to existing and future customers. The analysis performed herein assumes an average loss factor of 10.0% to adjust for the unaccounted-for water flows. This final adjustment results in an assumed average daily treatment plant capacity of 0.90 MGD (see **Exhibit 2**).

Water Transmission

Unlike the treatment facilities, the capacity information for major transmission facilities is difficult to determine and quantify. Such transmission capacity estimates are often not even developed in engineering documents such as master plans or Consulting Engineer's Reports. Based on discussions with staff, it is assumed that the existing transmission facilities can provide water flow at least equal to 2.00 times the existing treatment capacity, resulting in 3.00 MGD. Like the adjustment for treatment, a 10.0% loss adjustment is made to the transmission facilities resulting in an adjusted capacity of 2.70 MGD (see **Exhibit 2**).

SDF Per ERU

The methodology utilized for developing the water SDFs relies upon the RCNLD of major existing system facilities as well as the existing system capacities to calculate an estimated cost per unit (gallon) of capacity. Based on this methodology, the water facility costs are \$10.34 per gallon of water capacity (combined treatment and transmission).

In developing the SDFs, the unit cost per gallon of capacity is applied to a common Level of Service (LOS) standard to establish the applicable fee per Equivalent Residential Unit (ERU). For purposes of applying the LOS, an ERU is representative of a single-family residential dwelling unit receiving water service from a 5/8 x 3/4-inch metered. Based on common industry standards for the development and application of capacity-related charges, a typical residential water connection is widely assumed to require average service availability in the range of 350 to 450 gallons per day (gpd) of system capacity. The State of North Carolina (the "State") has established flow standards for purposes of planning and engineering design. In accordance with daily water flow capacity design standards defined in the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gpd. Although the Codes do not specifically indicate whether 400 gpd is max-day or average-day, for the purpose of this analysis, it is assumed to be a max-day flow amount. Applying the assumed Max/Avg Day Adjustment Factor to the NCAC flow standard, it is assumed that 1 ERU requires a standard level of service of 267 gpd of water system capacity.

Applying the average day LOS amounts to the estimated unit costs per gallon of capacity results in the calculated SDF of \$2,750 for a typical single-family residential connection (i.e., per ERU), as rounded down. The development of the buy-in method SDF is detailed in **Exhibits 2**. A



summary of the existing and calculated SDF for a new residential connection (i.e., 1 ERU) is provided in **Table 5**.

TABLE 5 COMPARISON OF SDFs PER ERU			
Description	System Development Fee Per ERU		
	Existing	Calculated	Difference
System Development Fees:			
Water	\$ 2,232	\$ 2,750	\$ 518

Application Of SDFs

For developing SDFs, the average daily flow number is established as one ERU. An ERU provides a standard unit of measure such that fees for connections with larger than average demand requirements can be calculated on an equivalency basis. As previously addressed, one ERU is equal to the average flow capacity for a single-family dwelling unit with a standard 5/8 x 3/4-inch water meter. New connections with larger water meters have the potential of placing more demand on the system (i.e., require more capacity) and are assessed ERU factors accordingly. The methodology for incrementing the SDFs for larger connection sizes is based on standardized demand criteria established by the American Water Works Association (AWWA) pursuant to the size of the water meter. Utilizing the AWWA demand criteria, the applicable ERU factors for larger water meters are based on the incremental increase in potential demand as compared to the standard meter size. The calculated water SDFs for the various water meter sizes are developed in **Exhibit 3** and summarized in **Table 6**.

**TABLE 6
CALCULATED SYSTEM DEVELOPMENT FEES**

Description	Meter Factor ⁽¹⁾	Fees By Meter Size
Meter Size:		
5/8 x 3/4 Inch	1.00	\$ 2,750
1.0 Inch	2.50	\$ 6,875
1.5 Inch	5.00	\$ 13,750
2.0 Inch	8.00	\$ 22,000
3.0 Inch	16.00	\$ 44,000
4.0 Inch	25.00	\$ 68,750
6.0 Inch	50.00	\$ 137,500

(1) Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22. Such factors are commonly applied consistently for both water and wastewater fee calculations.

**INCREMENTAL/MARGINAL
COST METHOD**

Capital Improvements Program

In considering the recovery of future asset costs under the incremental cost method, the general concept is to assign to new development the incremental cost of future system expansion needed to serve the new development. When using this method, Chapter 162A requires a minimum 5-year capital improvements program (“CIP”) that identifies the costs associated with new capacity and the timing of the expenditures. It is also important to consider the planned funding sources for the projects identified in the CIP. For example, projects that are funded from grants or developer contributions are excluded from the SDF calculation since these are costs that are not incurred by the utility.

The SDFs developed herein utilize the incremental cost method and therefore include future capital improvement projects and their applicable additions to system capacity. The Town has adopted a CIP listing the individual projects and anticipated construction costs for fiscal years 2024 through 2033 (i.e., a 10-year CIP). The CIP is provided in **Exhibit 4**. As with the rationale for excluding certain existing assets from recovery through SDFs, the CIP project costs included for capital recovery in the analysis consist of only those projects associated with system-wide upgrades or expansions. As such, projects related to general maintenance (i.e., renewal and replacement of existing facilities) or localized facilities that benefit only certain customers are excluded from recovery through the SDFs. The CIP and resulting identification of assumed growth-related

projects (i.e., project costs recoverable from SDFs) are provided in **Exhibit 5**. The Exhibit also provides a summary allocation of the recoverable costs between the treatment and transmission components. The projected growth-related projects and capital costs included in the analysis are summarized in **Table 7**.

Description	Total CIP	Excluded Capital	Recoverable Capital
Water:			
Treatment Facilities	\$ 22,200,000	\$ 0	\$ 22,200,000
Transmission Facilities	7,714,000	(887,000)	6,827,000
Other Facilities	0	0	0
Total	\$ 29,914,000	\$ (887,000)	\$ 29,027,000

Calculation Credit

Like the credit applied to the existing facilities under the buy-in method, the incremental cost analysis developed herein applies a credit to the planned future facilities provided in the CIP. The credit for the future facilities is equal to 25% of the recoverable CIP, which meets the requirements of Chapter 162A. A summary of the combined recoverable capital facilities as adjusted for the applicable credits is provided in **Table 8**.

Description	Net Recoverable
Capital Improvement Program:	
Treatment Facilities	\$ 22,200,000
Transmission Facilities	6,827,000
Subtotal	\$ 29,027,000
Less Credits:	
Treatment Facilities	\$ (5,550,000)
Transmission Facilities	(1,706,750)
Subtotal	\$ (7,256,750)
Net Capital Costs:	
Treatment Facilities	\$ 16,650,000
Transmission Facilities	5,120,250
Net Recoverable Costs	\$ 21,770,250

Water Treatment

The CIP includes an expansion project that will provide additional treatment capacity of 1.50 MGD. As with the buy-in method, it is necessary to convert the rated maximum daily flow capacity to an estimated average daily flow capacity. Applying the assumed max-day factor of 1.50-times to the new expanded capacity results in an average daily flow capacity of 1.00 MGD. As previously addressed, the analysis performed herein assumes an average loss factor of 10.0% to adjust for the unaccounted-for water flows. This final adjustment results in an assumed average daily treatment plant capacity of 0.900 MGD in new capacity associated with the CIP (see **Exhibit 6**).

Water Transmission – Incremental Cost Method

As previously addressed, it is assumed that the expanded transmission facilities can provide water flow at least equal to 2.00 times the additional treatment capacity, resulting in 3.00 MGD. Like the adjustment for treatment, a 10.0% loss adjustment is made to the transmission facilities resulting in an adjusted capacity of 2.70 MGD (see **Exhibit 6**).

SDF Per ERU

The methodology utilized for developing the water SDFs relies upon the planned costs for new major system facilities provided in the CIP, as well as the added system capacities to calculate an estimated cost per gallon of capacity. Based on this methodology, it is estimated that the water facility costs are \$20.40 per gallon of water capacity (combined treatment and transmission).

As previously addressed, it is assumed that 1 ERU requires a standard level of service of 267 gpd of water system capacity. Applying the average day LOS amounts to the estimated unit costs per gallon of capacity results in the calculated SDF of \$5,430 per ERU, as rounded down. The development of the incremental cost method SDF is detailed in **Exhibits 6**. A summary of the existing and calculated SDF for a new residential connection is provided in **Table 9**.

TABLE 9 COMPARISON OF SDFs PER ERU				
Description	System Development Fee Per ERU			
	Existing	Calculated	Difference	
System Development Fees:				
Water	\$ 2,232	\$ 5,430	\$	3,198

Application of SDFs

As with the buy-in method, the SDFs for the incremental cost method will utilize the AWWA demand criteria and apply the fee by meter size. The calculated water SDFs for the various water meter sizes are developed in **Exhibit 7** and summarized in **Table 10**.

TABLE 10 CALCULATED SYSTEM DEVELOPMENT FEES		
Description	Meter Factor ⁽¹⁾	Fees By Meter Size
Meter Size:		
5/8 x 3/4 Inch	1.00	\$ 5,430
1.0 Inch	2.50	\$ 13,575
1.5 Inch	5.00	\$ 27,150
2.0 Inch	8.00	\$ 43,440
3.0 Inch	16.00	\$ 86,880
4.0 Inch	25.00	\$ 135,750
6.0 Inch	50.00	\$ 271,500

(1) Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22. Such factors are commonly applied consistently for both water and wastewater fee calculations.

COMBINED METHOD

Combined Recoverable Costs

The analysis developed herein for calculation of the SDFs proposes the combined method. As the name implies, the combined method includes the cost/value of both the existing facilities currently providing service, as well as the planned facilities required to perpetuate or expand service. This method assumes that the utility has capacity within the existing system sufficient to serve near-term growth but will require additional capacity to serve future growth needs. Using this method, new customers pay an SDF that reflects the value of both existing and planned capacity. Additionally, the applicable credits are combined and applied to both the existing and planned facilities. The combined system costs included for recovery are summarized in **Table 11**.

TABLE 11 SUMMARY OF NET RECOVERABLE FACILITIES	
Description	Net Recoverable
Combined Recoverable Costs:	
Treatment Facilities	\$ 29,111,658
Transmission Facilities	20,223,122
Subtotal	\$ 49,334,780
Less Combined Credits:	
Treatment Facilities	\$ (6,805,367)
Transmission Facilities	(4,140,383)
Subtotal	\$ (10,945,750)
Net Capital Costs:	
Treatment Facilities	\$ 22,306,291
Transmission Facilities	16,082,739
Net Recoverable Costs	\$ 38,389,030

SDF Per ERU

The combined existing and expanded system capacities are applied to the combined recoverable costs to calculate the cost per gallon of capacity. Based on this methodology, it is estimated that the water facility costs are \$15.37 per gallon of water capacity (combined treatment and transmission). Essentially, the combined method results in a weighted average cost of capacity.

Applying the average day LOS amounts of 267 GPD to the cost per gallon of capacity results in the calculated SDF of \$4,090 per ERU, as rounded down. The development of the SDFs is detailed in **Exhibit 8**. A summary of the existing and calculated SDF for a new residential connection is provided in **Table 12**.

TABLE 12 COMPARISON OF SDFs PER ERU			
Description	System Development Fee Per ERU		
	Existing	Calculated	Difference
System Development Fees:			
Water	\$ 2,232	\$ 4,090	\$ 1,858

Application of SDFs

As with the other two methods, the SDFs for the combined method will utilize the AWWA demand criteria and apply the fee by meter size. The calculated water SDFs for the various water meter sizes under the combined method are developed in **Exhibit 9** and summarized in **Table 13**.

TABLE 13 CALCULATED SYSTEM DEVELOPMENT FEES		
Description	Meter Factor ⁽¹⁾	Fees By Meter Size
Meter Size:		
5/8 x 3/4 Inch	1.00	\$ 4,090
1.0 Inch	2.50	\$ 10,225
1.5 Inch	5.00	\$ 20,450
2.0 Inch	8.00	\$ 32,720
3.0 Inch	16.00	\$ 65,440
4.0 Inch	25.00	\$ 102,250
6.0 Inch	50.00	\$ 204,500
<p>(1) Meter-size equivalency factors established by the AWWA and identified in AWWA Standards C700, M1 and M22. Such factors are commonly applied consistently for both water and wastewater fee calculations.</p>		

In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement of a new customer requesting service, a special calculation methodology may be applied at the discretion of the Town’s Utility Department. For such situations, it is important for the utility to have the flexibility to utilize an ERU methodology for individual accounts based on specific capacity requirements. This alternative methodology is to apply the calculated unit costs per gallon of capacity times the capacity requirement for the customer. This type of situation will be uncommon and will typically only involve larger commercial and industrial connections. It is anticipated that, in such situations, the Town will require certified engineering documentation defining the capacity utilization needs for the new customer. The unit costs are summarized in Exhibits 3, 7 and 9 for the buy-in, incremental cost and combined methods, respectively.

COMPARISON WITH NEIGHBORING UTILITIES

To provide the Town with additional insight regarding the development and application of the SDFs, a comparison is often included to show the level of such fees as imposed by several other utility systems in North Carolina. The comparison would typically show the capacity-related fees for a new residential water connection that receives service (from the subject utility or other local provider) through a standard residential-sized water meter (representative of 1 ERU) calculated under the existing and proposed fees of the Town, and those of the other utility systems. However, given the current timing requirements of Chapter 162A, and the fact that numerous utility systems in the State are in the process of performing updated fee studies comparable to the one addressed in this Report, including a neighboring utility comparison at this time will provide somewhat meaningless information. If the Town would like to get a better idea of how its SDFs compare to other systems, it is suggested that such a comparison be performed after July 1, 2023.

GENERAL ASSUMPTIONS AND CONSIDERATIONS

In the preparation of this Report, certain information has been used and relied upon that was provided to Willdan by other entities. Such information includes, but is not limited to, audited financial statements, annual operating budgets, capital information, asset listings, cost data, system capacities, fee schedules for other utilities, and other information provided during the study. While the sources and applicable information are believed to be reliable, no independent verification of the information has been made and no assurances are offered with respect to the accuracy of the applicable information. To the extent that information used to develop the assumptions applied in the Report differs from actual results, the analyses developed herein could be impacted accordingly.

CONCLUSIONS

This study has found a need for the Town to maintain a mechanism for recovering the capital costs associated with system growth and expansion. Based on the reviews, analyses and assumptions provided herein, it is concluded that:

1. The application of capital recovery fees for new system connections has become common practice for public utility systems in North Carolina. As growth continues to impact the region, and as state and federal funding programs are reduced or eliminated, it is prudent management practice to adopt mechanisms to recover capital costs incurred by the utility for making service available to future customers.

2. Through Chapter 162A, the North Carolina legislature has found that it is prudent to require new customers to bear a portion of the costs of current capacity and future expansions their presence will demand. It should be noted that Willdan is not attempting to issue a legal opinion regarding Chapter 162A or any court proceedings leading to the enactment of Chapter 162A. The summary discussion of the bill and any prior court rulings is intended for informational purposes only. Any questions regarding the legal consideration provided herein should be directed to the Town's legal counsel.
3. The SDFs developed herein are equitable and provide for reasonable recovery of the capital costs associated with providing service to new customers.
4. The SDFs developed herein are calculated in accordance with the requirements of Chapter 162A and utilize methodologies that are consistent with industry standards.
5. The calculated SDFs are based on a listing of existing system assets as provided by the Town, as well as the multi-year capital improvement plan adopted by the Town.
6. The water LOS standards proposed herein for establishing an ERU basis are based on flow standards approved by the State of North Carolina and utilized by the Town for system planning and design purposes and are consistent with common industry standards.
7. The Town currently imposes connection fees and other related operational charges for new customer connections. Since these other charges are intended to recover operating costs for providing incident-specific services, the SDFs developed herein will have no effect on the level or application methodology for these other connection-related fees.

RECOMMENDATIONS

Based on the reviews, analyses and assumptions discussed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the Town:

1. Adopt the calculated SDFs and application methodology as developed in this Report, or other such SDF amounts as determined appropriate by the Town but not to exceed the fee amounts calculated herein.
2. Enact the new SDFs to become effective on July 1, 2023 or other such date as determined appropriate by the Town Council.
3. Readdress the SDF study within the next 5 years, or at such times as future capital budgets are developed and additional capital costs are incurred that may result in material adjustments to the SDF as adopted.

We appreciate the opportunity to be of service to the Town in this matter. In addition, we would like to thank you and the other members of the Town staff for the valuable assistance and cooperation provided during the preparation of the Report. We look forward to collaborating with you on future projects and continuing a successful professional relationship.

Respectfully Yours,

WILLDAN FINANCIAL SERVICES.



Daryll B. Parker
Principal Consultant

EXHIBITS 1 - 9

SUPPORTING OUTPUT FOR THE WATER SDF STUDY



**WATER SDF STUDY FOR THE
TOWN OF WEAVERVILLE, NORTH CAROLINA**

Prepared by Willdan Financial Services



Exhibit 1
System Development Fee Analysis
Existing Capital Costs Recoverable From SDFs
Water System

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
UTILITY ASSETS					
Total Assets by Category:					
1	Building	\$ 5,474,942	\$ 14,430,651	(7,260,774)	\$ 7,169,877
2	Vehicles	205,846	205,846	(94,434)	111,412
3	Equipment	1,609,023	1,755,138	(1,290,096)	465,042
4	Distribution Systems	10,806,976	30,659,020	(16,222,139)	14,436,881
5	Land	184,965	184,965	0	184,965
6	Total	<u>\$ 18,281,752</u>	<u>\$ 47,235,620</u>	<u>\$ (24,867,443)</u>	<u>\$ 22,368,177</u>
Adjusted For Assumed Cost Limit (\$):					
7	Building	\$ 5,062,035	\$ 13,590,662	\$ (6,863,969)	\$ 6,726,693
8	Vehicles	0	0	0	0
9	Equipment	143,283	209,192	(51,066)	158,126
10	Distribution Systems	9,838,289	27,327,660	(13,931,538)	13,396,122
11	Land	184,965	184,965	0	184,965
12	Total	<u>\$ 15,228,572</u>	<u>\$ 41,312,479</u>	<u>\$ (20,846,573)</u>	<u>\$ 20,465,906</u>
Recoverable Allocation - Water (%):					
13	Building				100%
14	Vehicles				0%
15	Equipment				0%
16	Distribution Systems				100%
17	Land				100%
System Allocation - Water (\$):					
18	Building				\$ 6,726,693
19	Vehicles				0
20	Equipment				0
21	Distribution Systems				13,396,122
22	Land				184,965
23	Total				<u>\$ 20,307,780</u>
24	Grand Total Recoverable Assets				<u>\$ 20,307,780</u>

Exhibit 1
System Development Fee Analysis
Existing Capital Costs Recoverable From SDFs
Water System

Line	Description	Original Cost	Replacement Cost New	Accumulated Depreciation	RCNLD
COMPONENT ALLOCATION					
Total Recoverable Water Facilities:					
25	Treatment Facilities			34.03%	\$ 6,911,658
26	Transmission Facilities			65.97%	13,396,122
27	Total			100.00%	\$ 20,307,780
COMPARISON TO TOTAL					
28	Total Utility Assets				\$ 22,368,177
29	Combined Recoverable Assets				\$ 20,307,780
Difference (Assets Excluded From Recovery):					
30	Excluded From Recovery (\$)				\$ 2,060,397
31	Excluded From Recovery (%)				9.21%
DEBT SERVICE CREDIT					
32	Outstanding Debt Principal				\$ 3,689,000
Component Allocation - Water:					
33	Treatment Facilities			34.03%	\$ 1,255,367
34	Transmission Facilities			65.97%	2,433,633
35	Total			100.00%	\$ 3,689,000

EXHIBIT 2
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - BUY-IN METHOD
WATER SYSTEM

Line	Description	Total
Recoverable Capital Facilities		
Existing Facilities:		
1	Treatment Facilities	\$ 6,911,658
2	Transmission Facilities	13,396,122
3	Subtotal	\$ 20,307,780 ⁽¹⁾
Less Debt Service Principal:		
4	Treatment Facilities	\$ (1,255,367)
5	Transmission Facilities	(2,433,633)
6	Subtotal	\$ (3,689,000) ⁽²⁾
Net Recoverable Existing Facilities:		
7	Treatment Facilities	\$ 5,656,291
8	Transmission Facilities	10,962,489
9	Total	\$ 16,618,780
Available System Capacity (MGD)		
<u>Treatment Capacity (MGD):</u> ⁽³⁾		
10	Lawrence T.Sprinkle Jr. Water Treatment Plant	1.500
11	Total Treatment Capacity	1.500
<u>Average Day Capacity Adjustment:</u>		
12	Treatment Capacity Based on Max/Avg Day Factor	1.000
13	Unaccounted-For Water Capacity Adjustment	10.0%
14	Estimated Treatment Capacity	0.900
<u>Estimated Transmission System Capacity:</u>		
15	Existing Treatment Capacity	1.500
16	Transmission-to-Treatment Capacity Factor	2.00
17	Assumed Existing Transmission Capacity	3.000 ⁽⁵⁾
18	Unaccounted-For Water Capacity Adjustment	10.0%
19	Estimated Transmission Capacity	2.700 ⁽⁵⁾

EXHIBIT 2
 SYSTEM DEVELOPMENT FEE ANALYSIS
 CALCULATION OF FEE PER ERU - BUY-IN METHOD
 WATER SYSTEM

Line	Description	Total
Estimated Cost Per Gallon of Capacity		
Estimated Cost Per Gallon of Capacity:		
20	Treatment (\$/Gallon)	\$ 6.28
21	Transmission (\$/Gallon)	4.06
22	Total Cost Per Gallon of Capacity	\$ 10.34
23	Daily NCAC Residential Flow Requirement	400 ⁽⁶⁾
24	Max/Avg Day Adjustment Factor	1.50
25	Assumed Standard Level of Service Per ERU (GPD of Capacity)	267 ⁽⁶⁾
Calculation of Fee Per ERU		
Calculation of SDF Per ERU:		
26	Treatment Facilities	\$ 1,676
27	Transmission Facilities	1,084
28	Combined Cost	\$ 2,760
Adjusted Fee - Treatment:		
29	Calculated Fee Per ERU	\$ 1,676
30	Less Rounding Adjustment	(6)
31	Adjusted Fee	\$ 1,670
Credit Adjusted Fee - Transmission:		
32	Calculated Fee Per ERU	\$ 1,084
33	Less Rounding Adjustment	(4)
34	Adjusted Fee	\$ 1,080
Proposed SDF Per ERU (Rounded):		
35	Treatment Facilities	\$ 1,670
36	Transmission Facilities	1,080
37	Combined Cost	\$ 2,750

EXHIBIT 2
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - BUY-IN METHOD
WATER SYSTEM

Line	Description	Total
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Notes:

- (1) See **Exhibit 1** for the development of existing asset costs identified for capital recovery.
- (2) Based upon discussions with Utility staff, most of the facilities included for cost recovery in this analysis were funded with debt. In an effort to account for the facility costs that may be recovered from user rates as part of the normal budgetary process, a debt service credit is applied to the applicable fee calculation. The credit is equal to outstanding principal amount on existing utility-related debt as reported in the most recent audited financial report. The principal balance is allocated between water and wastewater as provided in **Exhibit 1**.
- (3) Based on rated maximum daily plant capacity information as provided by staff.
- (4) The estimated average daily flow capacity assumes an MDF-to-ADF ratio of 1.5-times. An additional adjustment is made for assumed unaccounted-for water flows (e.g. line losses) in the system. For the purpose of this analysis, the line-loss factor is assumed to be 10.0%.
- (5) It is assumed that the existing transmission facilities are capable of providing average water flow at least 2.0-times the existing water treatment facilities. In addition, similar to the methodology utilized for water treatment, an adjustment is made for unaccounted-for water assuming losses of 10.0%.
- (6) The system development charges are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with daily water flow capacity design standards adopted by the State of North Carolina and defined the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gallons per day (gpd). Although the Codes do not specifically indicate whether 400 gpd is max-day or average-day, for the purpose of this analysis, it is assumed to be a max-day flow amount. Applying the assumed Max/Avg Day Adjustment Factor to the NCAC flow standard, it is assumed that 1 ERU requires a standard level of service of 267 gpd of water system capacity.

EXHIBIT 3
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATED FEES - BUY-IN METHOD
WATER SYSTEM

Line	Description	Meter-Based ERU Factor	Existing Fees	Calculated Fees ⁽¹⁾	Difference
EXISTING SDFs					
<u>Meter Size:</u>					
1	5/8 x 3/4 Inch	1.00	\$ 2,232	\$ 2,750	\$ 518
2	1.0 Inch	2.50	\$ 5,580	\$ 6,875	\$ 1,295
3	1.5 Inch	5.00	\$ 11,160	\$ 13,750	\$ 2,590
4	2.0 Inch	8.00	\$ 17,856	\$ 22,000	\$ 4,144
5	3.0 Inch	16.00	\$ 35,712	\$ 44,000	\$ 8,288
6	4.0 Inch	25.00	\$ 55,800	\$ 68,750	\$ 12,950
7	6.0 Inch	50.00	\$ 111,600	\$ 137,500	\$ 25,900

OPTIONAL ACTUAL FLOW BASIS ⁽²⁾

Charge Per Gallon of Capacity (GPD):

8	Treatment Facilities			\$ 6.28	
9	Transmission Facilities			4.06	
10	Cost Per GPD			\$ 10.34	

Notes:

- (1) The proposed capacity fees are based on the calculated fee per ERU as applied to the respective ERU factor. The proposed ERU factors for the capacity fees are based on meter equivalency factors established by the AWWA.
- (2) In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement, a special fee calculation methodology may be applied based on the unit cost of capacity and the estimated daily capacity needs of the new service connection. The estimated capacity needs will be based on the amount determined by the utility's engineering staff to be appropriate.

EXHIBIT 4
SYSTEM DEVELOPMENT FEE ANALYSIS
CURRENT CAPITAL IMPROVEMENT PROGRAM
WATER SYSTEM

Line	Description	Total	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033
WATER PROJECTS												
1	Replace 2" and 3" with 6" DIP water lines (Stoney Knob Area)	\$ 862,000	\$ 862,000	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
2	Replace 2" line with 6" DIP (Pine & Roberts St.)	302,000	0	0	302,000	0	0	0	0	0	0	0
3	Installation of 8" DIP (Eller Cove Area)	1,879,000	0	100,000	100,000	1,679,000	0	0	0	0	0	0
4	Replace 1.5" line with 6" DIP (Reeves St.)	192,000	0	192,000	0	0	0	0	0	0	0	0
5	2" water line replacements	550,000	0	150,000	0	200,000	200,000	0	0	0	0	0
6	Relace 4" line and hydrant with 6" DIP (Florida to Central Ave)	120,000	0	0	0	0	120,000	0	0	0	0	0
7	Replace 4" line with 6" DIP (Moore to Alabama, Ridgewood to N. College	784,000	0	0	0	0	0	784,000	0	0	0	0
8	Replace 2" lines and reconnect services 6" DIP (Church of God area)	337,000	0	0	0	0	337,000	0	0	0	0	0
9	Replace 1" with 2" lines and reconnect services (Aiken Rd.)	287,000	0	0	0	0	0	0	287,000	0	0	0
10	Replace 2" with 6" line (N Main to Waddell St.)	442,000	0	0	0	0	0	0	442,000	0	0	0
11	Replace 4" with 6" line (N Main St.), and Webster St. 1" to 2" (Sunset St.)	510,000	0	0	0	0	0	0	0	510,000	0	0
12	Replace 2" with 6" line (N Main to house #26)	428,000	0	0	0	0	0	0	0	0	428,000	0
13	Replace 2" with 6" line (Merrimon Ave.)	501,000	0	0	0	0	0	0	0	0	0	501,000
14	Generators, chlorine system, SCADA controls	2,000,000	2,000,000	0	0	0	0	0	0	0	0	0
15	WTP Expansion from 1.5 MGD to 3.0 MGD	20,000,000	3,000,000	5,000,000	10,000,000	2,000,000	0	0	0	0	0	0
16	Interconnection with Woodfin	200,000	200,000	0	0	0	0	0	0	0	0	0
17	Reconfigure 1.0 MG Hill storage tank (Dubose)	95,000	0	0	0	95,000	0	0	0	0	0	0
18	Upgrade valve and acuator on 1.0 MG tank (Hamburg)	75,000	0	75,000	0	0	0	0	0	0	0	0
19	Upgrade valve and acuator on 1.0 MG tank (Ridge)	75,000	0	0	75,000	0	0	0	0	0	0	0
20	Upgrade valve and acuator on 1.0 MG tank (Dubose)	75,000	0	0	0	75,000	0	0	0	0	0	0
21	Upgrade basins and mixing chambers Post WTP Expansion	200,000	0	0	0	0	200,000	0	0	0	0	0
22	Total Water CIP	\$29,914,000	\$ 6,062,000	\$ 5,517,000	\$10,477,000	\$ 4,049,000	\$ 857,000	\$ 784,000	\$ 729,000	\$ 510,000	\$ 428,000	\$ 501,000

EXHIBIT 5
SYSTEM DEVELOPMENT FEE ANALYSIS
ALLOCATION OF CAPITAL IMPROVEMENTS PROGRAM
WATER SYSTEM

Line	Description	Total	Percentage Allocation ⁽¹⁾			Allocation Amount		
			Expand/Upgrade	R&R	Other	Expand/Upgrade	R&R	Other
WATER PROJECTS								
1	Replace 2" and 3" with 6" DIP water lines (Stoney Knob Area)	\$ 862,000	100.00%	0.00%	0.00%	\$ 862,000	\$ 0	\$ 0
2	Replace 2" line with 6" DIP (Pine & Roberts St.)	302,000	100.00%	0.00%	0.00%	302,000	0	0
3	Installation of 8" DIP (Eller Cove Area)	1,879,000	100.00%	0.00%	0.00%	1,879,000	0	0
4	Replace 1.5" line with 6" DIP (Reeves St.)	192,000	100.00%	0.00%	0.00%	192,000	0	0
5	2" water line replacements	550,000	0.00%	100.00%	0.00%	0	550,000	0
6	Relace 4" line and hydrant with 6" DIP (Florida to Central Ave)	120,000	100.00%	0.00%	0.00%	120,000	0	0
7	Replace 4" line with 6" DIP (Moore to Alabama, Ridgewood to N. College)	784,000	100.00%	0.00%	0.00%	784,000	0	0
8	Replace 2" lines and reconnect services 6" DIP (Church of God area)	337,000	0.00%	100.00%	0.00%	0	337,000	0
9	Replace 1" with 2" lines and reconnect services (Aiken Rd.)	287,000	100.00%	0.00%	0.00%	287,000	0	0
10	Replace 2" with 6" line (N Main to Waddell St.)	442,000	100.00%	0.00%	0.00%	442,000	0	0
11	Replace 4" with 6" line (N Main St.), and Webster St. 1" to 2" (Sunset St.)	510,000	100.00%	0.00%	0.00%	510,000	0	0
12	Replace 2" with 6" line (N Main to house #26)	428,000	100.00%	0.00%	0.00%	428,000	0	0
13	Replace 2" with 6" line (Merrimon Ave.)	501,000	100.00%	0.00%	0.00%	501,000	0	0
14	Generators, chlorine system, SCADA controls	2,000,000	100.00%	0.00%	0.00%	2,000,000	0	0
15	WTP Expansion from 1.5 MGD to 3.0 MGD	20,000,000	100.00%	0.00%	0.00%	20,000,000	0	0
16	Interconnection with Woodfin	200,000	100.00%	0.00%	0.00%	200,000	0	0
17	Reconfigure 1.0 MG Hill storage tank (Dubose)	95,000	100.00%	0.00%	0.00%	95,000	0	0
18	Upgrade valve and acuator on 1.0 MG tank (Hamburg)	75,000	100.00%	0.00%	0.00%	75,000	0	0
19	Upgrade valve and acuator on 1.0 MG tank (Ridge)	75,000	100.00%	0.00%	0.00%	75,000	0	0
20	Upgrade valve and acuator on 1.0 MG tank (Dubose)	75,000	100.00%	0.00%	0.00%	75,000	0	0
21	Upgrade basins and mixing chambers Post WTP Expansion	200,000	100.00%	0.00%	0.00%	200,000	0	0
22	Total	\$29,914,000				\$ 29,027,000	\$ 887,000	\$ 0

ALLOCATION OF CAPITAL PROJECTS

Water:								
23	Treatment Projects	\$ 22,200,000				\$ 22,200,000	\$ 0	\$ 0
24	Transmission Projects	7,714,000				6,827,000	887,000	0
25	Other Projects	0				0	0	0
26	Total	\$29,914,000				\$ 29,027,000	\$ 887,000	\$ 0

Note:
The capital costs are allocated in order to determine the costs that are recoverable from a capacity-related fee. The costs allocated as expansion and/or upgrade projects are assumed to be recoverable from such fees. All other capital costs are assumed to either be maintenance-related (R&R) projects or localized projects that do not provide system-wide capacity benefits.

EXHIBIT 6
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - INCREMENTAL COST METHOD
WATER SYSTEM

Line	Description	Total
Recoverable Capital Facilities		
Capital Improvement Program:		
1	Treatment Facilities	\$ 22,200,000
2	Transmission Facilities	6,827,000
3	Subtotal	\$ 29,027,000
Less 25% CIP Adjustment:		
4	Treatment Facilities 25%	\$ (5,550,000)
5	Transmission Facilities 25%	(1,706,750)
6	Subtotal	\$ (7,256,750) ⁽¹⁾
Net Recoverable CIP:		
7	Treatment Facilities	\$ 16,650,000
8	Transmission Facilities	5,120,250
9	Total	\$ 21,770,250
Available System Capacity (MGD)		
<u>Treatment Capacity (MGD):</u> ⁽²⁾		
10	Water Treatment Plant Expansion	1.500
11	Total Treatment Capacity	1.500
<u>Average Day Capacity Adjustment:</u>		
12	Treatment Capacity Based on Max/Avg Day Factor	1.000
13	Unaccounted-For Water Capacity Adjustment	10.0%
14	Estimated Treatment Capacity	0.900
<u>Estimated Transmission System Capacity:</u>		
15	Existing Treatment Capacity	1.500
16	Transmission-to-Treatment Capacity Factor	2.00
17	Assumed Existing Transmission Capacity	3.000 ⁽⁴⁾
18	Unaccounted-For Water Capacity Adjustment	10.0%
19	Estimated Transmission Capacity	2.700 ⁽⁴⁾

EXHIBIT 6
 SYSTEM DEVELOPMENT FEE ANALYSIS
 CALCULATION OF FEE PER ERU - INCREMENTAL COST METHOD
 WATER SYSTEM

Line	Description	Total
Estimated Cost Per Gallon of Capacity		
Estimated Cost Per Gallon of Capacity:		
20	Treatment (\$/Gallon)	\$ 18.50
21	Transmission (\$/Gallon)	1.90
22	Total Cost Per Gallon of Capacity	\$ 20.40
23	Daily NCAC Residential Flow Requirement	400 ⁽⁵⁾
24	Max/Avg Day Adjustment Factor	1.50
25	Assumed Standard Level of Service Per ERU (GPD of Capacity)	267 ⁽⁵⁾
Calculation of Fee Per ERU		
Calculation of SDF Per ERU:		
26	Treatment Facilities	\$ 4,939
27	Transmission Facilities	507
28	Combined Cost	\$ 5,446
Adjusted Fee - Treatment:		
29	Calculated Fee Per ERU	\$ 4,939
30	Less Rounding Adjustment	(9)
31	Adjusted Fee	\$ 4,930
Credit Adjusted Fee - Transmission:		
32	Calculated Fee Per ERU	\$ 507
33	Less Rounding Adjustment	(7)
34	Adjusted Fee	\$ 500
Proposed SDF Per ERU (Rounded):		
35	Treatment Facilities	\$ 4,930
36	Transmission Facilities	500
37	Combined Cost	\$ 5,430

EXHIBIT 6
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - INCREMENTAL COST METHOD
WATER SYSTEM

Line	Description	Total
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Notes:

- (1) This adjustment is made in accordance with House Bill 436, § 162A-207. Minimum requirements.
- (2) Additional plant capacity as provided by staff.
- (3) The estimated average daily flow capacity assumes an MDF-to-ADF ratio of 1.5-times. An additional adjustment is made for assumed unaccounted-for water flows (e.g. line losses) in the system. For the purpose of this analysis, the line-loss factor is assumed to be 10.0%.
- (4) It is assumed that the new transmission facilities are capable of providing average water flow at least 2.0-times the planned water treatment facilities. In addition, similar to the methodology utilized for water treatment, an adjustment is made for unaccounted-for water assuming losses of 10.0%.
- (5) The system development charges are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with daily water flow capacity design standards adopted by the State of North Carolina and defined the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gallons per day (gpd). Although the Codes do not specifically indicate whether 400 gpd is max-day or average-day, for the purpose of this analysis, it is assumed to be a max-day flow amount. Applying the assumed Max/Avg Day Adjustment Factor to the NCAC flow standard, it is assumed that 1 ERU requires a standard level of service of 267 gpd of water system capacity.

EXHIBIT 7
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATED FEES - INCREMENTAL COST METHOD
WATER SYSTEM

Line	Description	Meter-Based ERU Factor	Existing Fees	Calculated Fees ⁽¹⁾	Difference
EXISTING SDFs					
<u>Meter Size:</u>					
1	5/8 x 3/4 Inch	1.00	\$ 2,232	\$ 5,430	\$ 3,198
2	1.0 Inch	2.50	\$ 5,580	\$ 13,575	\$ 7,995
3	1.5 Inch	5.00	\$ 11,160	\$ 27,150	\$ 15,990
4	2.0 Inch	8.00	\$ 17,856	\$ 43,440	\$ 25,584
5	3.0 Inch	16.00	\$ 35,712	\$ 86,880	\$ 51,168
6	4.0 Inch	25.00	\$ 55,800	\$ 135,750	\$ 79,950
7	6.0 Inch	50.00	\$ 111,600	\$ 271,500	\$ 159,900

OPTIONAL ACTUAL FLOW BASIS ⁽²⁾

Charge Per Gallon of Capacity (GPD):

8	Treatment Facilities	\$ 18.50
9	Transmission Facilities	1.90
10	Cost Per GPD	\$ 20.40

Notes:

- (1) The proposed capacity fees are based on the calculated fee per ERU as applied to the respective ERU factor. The proposed ERU factors for the capacity fees are based on meter equivalency factors established by the AWWA.
- (2) In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement, a special fee calculation methodology may be applied based on the unit cost of capacity and the estimated daily capacity needs of the new service connection. The estimated capacity needs will be based on the amount determined by the utility's engineering staff to be appropriate.

EXHIBIT 8
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - COMBINED METHOD
WATER SYSTEM

Line	Description	Total
Recoverable Capital Facilities		
Existing Facilities:		
1	Treatment Facilities	\$ 6,911,658
2	Transmission Facilities	13,396,122
3	Subtotal	<u>\$ 20,307,780</u> ⁽¹⁾
Less Debt Service Principal:		
4	Treatment Facilities	\$ (1,255,367)
5	Transmission Facilities	(2,433,633)
6	Subtotal	<u>\$ (3,689,000)</u> ⁽²⁾
Net Recoverable Existing Facilities:		
7	Treatment Facilities	\$ 5,656,291
8	Transmission Facilities	10,962,489
9	Total	<u>\$ 16,618,780</u>
Capital Improvement Program:		
10	Treatment Facilities	\$ 22,200,000
11	Transmission Facilities	6,827,000
12	Subtotal	<u>\$ 29,027,000</u>
Less 25% CIP Adjustment:		
13	Treatment Facilities	25% \$ (5,550,000)
14	Transmission Facilities	25% (1,706,750)
15	Subtotal	<u>\$ (7,256,750)</u> ⁽³⁾
Net Recoverable CIP:		
16	Treatment Facilities	\$ 16,650,000
17	Transmission Facilities	5,120,250
18	Total	<u>\$ 21,770,250</u>
Net Capital Costs:		
19	Treatment Facilities	\$ 22,306,291
20	Transmission Facilities	16,082,739
21	Net Recoverable Costs	<u>\$ 38,389,030</u>

EXHIBIT 8
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - COMBINED METHOD
WATER SYSTEM

Line	Description		Total
Available System Capacity (MGD)			
<u>Treatment Capacity (MGD):</u> (4)			
22	Lawrence T.Sprinkle Jr. Water Treatment Plant		1.500
23	Additional CIP Capacity		1.500
24	Total Treatment Capacity		3.000
<u>Average Day Capacity Adjustment:</u>			
25	Treatment Capacity Based on Max/Avg Day Factor	1.50	2.000 (5)
26	Unaccounted-For Water Capacity Adjustment	10.0%	
27	Estimated Treatment Capacity		1.800
<u>Estimated Transmission System Capacity:</u>			
28	Existing Treatment Capacity		3.000
29	Transmission-to-Treatment Capacity Factor	2.00	
30	Assumed Existing Transmission Capacity		6.000 (6)
31	Unaccounted-For Water Capacity Adjustment	10.0%	
32	Estimated Transmission Capacity		5.400 (6)

EXHIBIT 8
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - COMBINED METHOD
WATER SYSTEM

Line	Description	Total
Estimated Cost Per Gallon of Capacity		
Estimated Cost Per Gallon of Capacity:		
33	Treatment (\$/Gallon)	\$ 12.39
34	Transmission (\$/Gallon)	2.98
35	Total Cost Per Gallon of Capacity	\$ 15.37
36	Daily NCAC Residential Flow Requirement	400 ⁽⁷⁾
37	Max/Avg Day Adjustment Factor	1.50
38	Assumed Standard Level of Service Per ERU (GPD of Capacity)	267 ⁽⁷⁾
Calculation of Fee Per ERU		
Calculation of SDF Per ERU:		
39	Treatment Facilities	\$ 3,308
40	Transmission Facilities	795
41	Combined Cost	\$ 4,103
Adjusted Fee - Treatment:		
42	Calculated Fee Per ERU	\$ 3,308
43	Less Rounding Adjustment	(8)
44	Adjusted Fee	\$ 3,300
Credit Adjusted Fee - Transmission:		
45	Calculated Fee Per ERU	\$ 795
46	Less Rounding Adjustment	(5)
47	Adjusted Fee	\$ 790
Proposed SDF Per ERU (Rounded):		
48	Treatment Facilities	\$ 3,300
49	Transmission Facilities	790
50	Combined Cost	\$ 4,090

EXHIBIT 8
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATION OF FEE PER ERU - COMBINED METHOD
WATER SYSTEM

Line	Description	Total
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Notes:

- (1) See **Exhibit 1** for the development of existing asset costs identified for capital recovery.
- (2) Based upon discussions with Utility staff, most of the facilities included for cost recovery in this analysis were funded with debt. In an effort to account for the facility costs that may be recovered from user rates as part of the normal budgetary process, a debt service credit is applied to the applicable fee calculation. The credit is equal to outstanding principal amount on existing utility-related debt as reported in the most recent audited financial report. The principal balance is allocated between water and wastewater as provided in **Exhibit 1**.
- (3) This adjustment is made in accordance with House Bill 436, § 162A-207. Minimum requirements.
- (4) Based on rated maximum daily plant capacity information as provided by staff.
- (5) The estimated average daily flow capacity assumes an MDF-to-ADF ratio of 1.5-times. An additional adjustment is made for assumed unaccounted-for water flows (e.g. line losses) in the system. For the purpose of this analysis, the line-loss factor is assumed to be 15.0%.
- (6) It is assumed that the existing transmission facilities are capable of providing average water flow at least 2.0-times the combined water treatment facilities. In addition, similar to the methodology utilized for water treatment, an adjustment is made for unaccounted-for water assuming losses of 10.0%.
- (7) The system development charges are to be applied on an equivalent residential unit (ERU) basis such that 1 ERU is equal to the estimated capacity requirements for a typical single family residential connection with a 5/8-inch X 3/4-inch water meter. In accordance with daily water flow capacity design standards adopted by the State of North Carolina and defined the North Carolina Administrative Codes (15A NCAC 18C .0409), the level of service requirement for a residential connection is 400 gallons per day (gpd). Although the Codes do not specifically indicate whether 400 gpd is max-day or average-day, for the purpose of this analysis, it is assumed to be a max-day flow amount. Applying the assumed Max/Avg Day Adjustment Factor to the NCAC flow standard, it is assumed that 1 ERU requires a standard level of service of 267 gpd of water system capacity.

EXHIBIT 9
SYSTEM DEVELOPMENT FEE ANALYSIS
CALCULATED FEES - COMBINED METHOD
WATER SYSTEM

Line	Description	Meter-Based ERU Factor	Existing Fees	Calculated Fees ⁽¹⁾	Difference
EXISTING SDFs					
<u>Meter Size:</u>					
1	5/8 x 3/4 Inch	1.00	\$ 2,232	\$ 4,090	\$ 1,858
2	1.0 Inch	2.50	\$ 5,580	\$ 10,225	\$ 4,645
3	1.5 Inch	5.00	\$ 11,160	\$ 20,450	\$ 9,290
4	2.0 Inch	8.00	\$ 17,856	\$ 32,720	\$ 14,864
5	3.0 Inch	16.00	\$ 35,712	\$ 65,440	\$ 29,728
6	4.0 Inch	25.00	\$ 55,800	\$ 102,250	\$ 46,450
7	6.0 Inch	50.00	\$ 111,600	\$ 204,500	\$ 92,900

OPTIONAL ACTUAL FLOW BASIS ⁽²⁾

Charge Per Gallon of Capacity (GPD):

8	Treatment Facilities	\$ 12.39
9	Transmission Facilities	2.98
10	Cost Per GPD	\$ 15.37

Notes:

- (1) The proposed capacity fees are based on the calculated fee per ERU as applied to the respective ERU factor. The proposed ERU factors for the capacity fees are based on meter equivalency factors established by the AWWA.
- (2) In situations where the application of the meter-based fees will result in the collection of fees significantly different than the potential demand requirement, a special fee calculation methodology may be applied based on the unit cost of capacity and the estimated daily capacity needs of the new service connection. The estimated capacity needs will be based on the amount determined by the utility's engineering staff to be appropriate.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: April 24, 2023

SUBJECT: Public Hearing on Annexation Agreement between Towns of Weaverville and Woodfin

PRESENTER: Town Attorney

ATTACHMENTS: Notice of Public Hearing
Map Showing Area
Proposed Annexation Agreement Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

Tonight’s public hearing is on a proposed annexation agreement with the Town of Woodfin which would allow Woodfin to annex the Sourwood Inn property and an adjoining property, both of which combine to total approximately 192 acres. The subject area is shown on the attached map.

Notice of the public hearing was duly advertised as required by North Carolina.

TOWN COUNCIL ACTION REQUESTED:

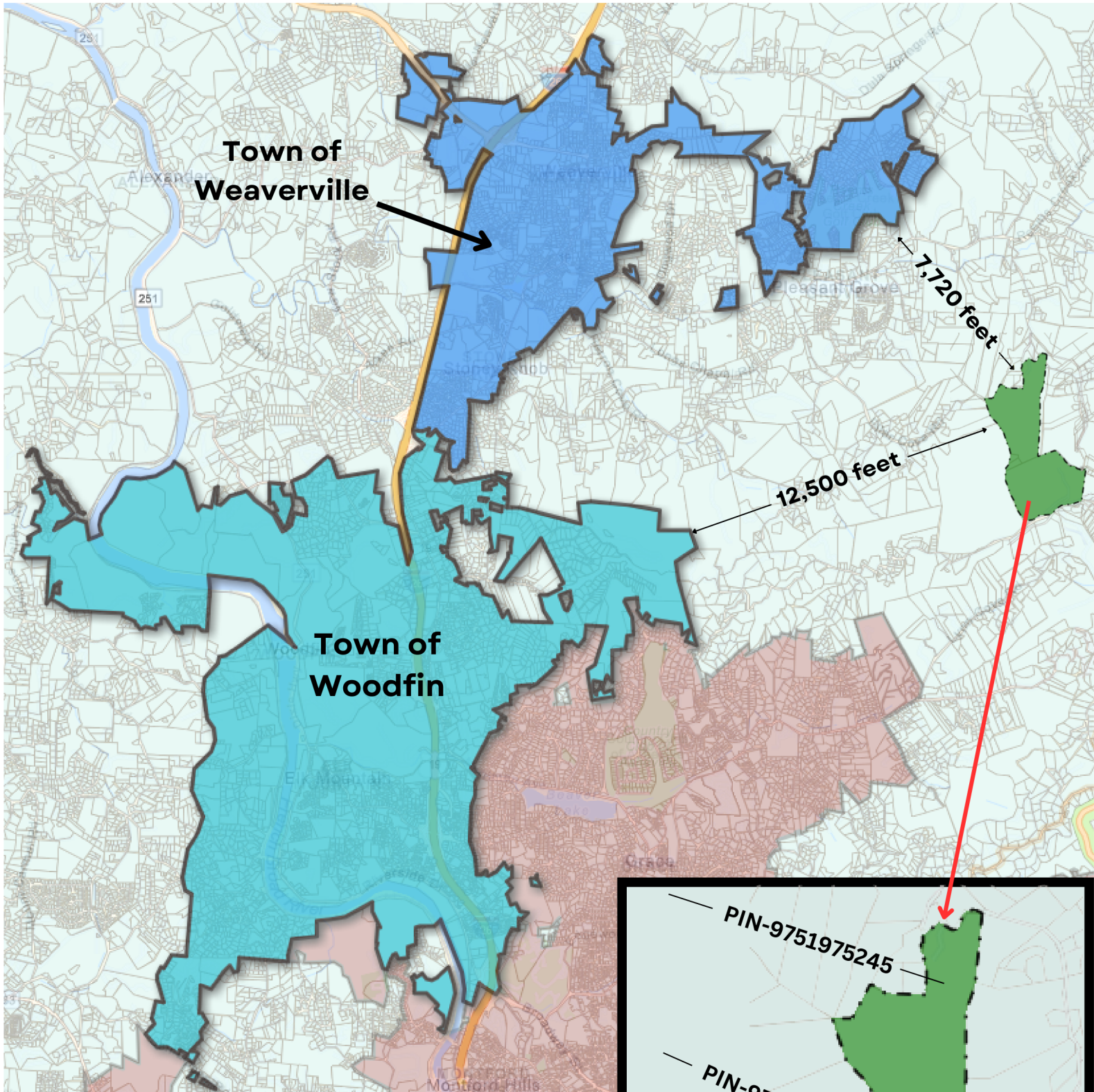
Receive public input on the proposed annexation agreement.

**NOTICE OF PUBLIC HEARING ON PROPOSED ANNEXATION
AGREEMENT BETWEEN THE TOWNS OF WOODFIN AND
WEAVERVILLE**

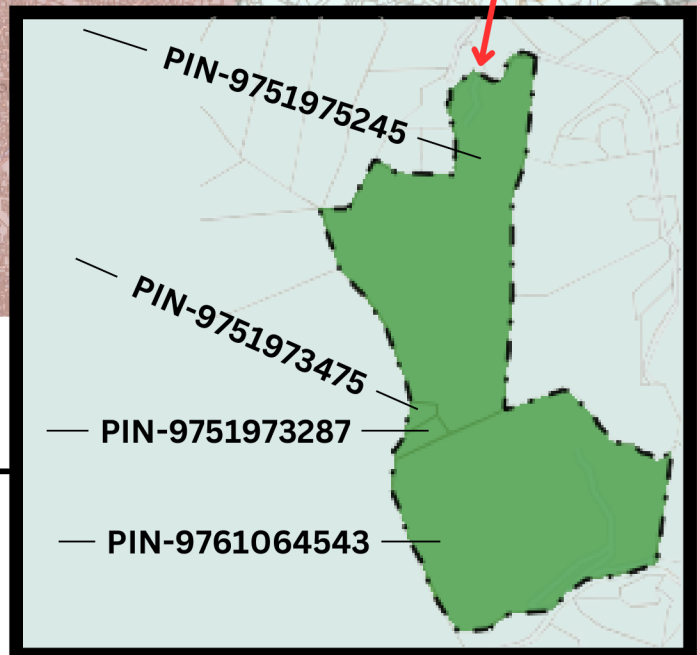
In accordance with North Carolina General Statute § 160A-58.21-24, let it hereby be known to all interested parties that the Town of Weaverville Town Council will hold a public hearing on the proposed adoption of an Annexation Agreement between the Town of Woodfin and the Town of Weaverville for properties located along Elk Mountain Scenic Highway and Mundy Cove Road identified in the Buncombe County tax record as PINs: 9761-06-4543, 9751-97-3287, 9751-97-3475, and 9751-97-5245. The hearing will take place Monday, April 24, 2023, at 6:00 PM (or as soon thereafter as possible) in the Community Room/Council Chambers at Weaverville Town Hall, 30 South Main Street, Weaverville. Interested citizens are encouraged to attend this meeting and/or review relevant documents prior to the meeting. Copies of the documents are available for review during normal business hours at Weaverville Town Hall. Inquiries regarding this matter can be made at (828)645-7116 or to jjackson@weavervillenc.org.

James Eller
Town Clerk

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



SUBJECT PROPERTIES



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

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

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

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

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

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

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

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

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

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

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

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

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

Patrick Fitzsimmons, Mayor

ATTEST:

APPROVED AS TO FORM:

James Eller, Town Clerk

Jennifer Jackson, Town Attorney

STATE OF NORTH CAROLINA

BUNCOMBE COUNTY

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

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

Notary Public
My commission expires:
[Notary Seal]

EXHIBIT "B"

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

TRACT 1:

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

TRACT 2:

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

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

TRACT 3:

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

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

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

TRACT 4:

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

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

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

Known as 99999 Mundy Cove Road, Asheville, NC:

TRACT 1 – 1.9 Acres – 9751-97-3287

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

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

TRACT 2 – 1.25 Acres – 9751-97-3475

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

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

TRACT 3 – 93 Acres – 9751-97-5245

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

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

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

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

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

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

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

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: April 24, 2023

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

PRESENTER: Planning Director

ATTACHMENTS: Notice of Public Hearing
Planning Board Recommendation with Proposed Code Amendments

DESCRIPTION/SUMMARY OF REQUEST:

Tonight’s public hearing is on proposed text amendments to Code Chapter 20 pertaining to regulations of Nonconforming Lots, the Table of Dimensional Standards as it pertains to the calculation of density, and the applicability of Mapping Standards.

On February 6 and March 7, the Planning Board reviewed current regulations and the proposed text amendments. At the conclusion of its review the Planning Board unanimously found that the proposed text amendments are consistent with the Town’s Comprehensive Plan and reasonable and recommended adoption of same.

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 amendments to Code Chapter 20.

**TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING AND
NOTICE OF REMOTE ELECTRONIC MEETING**

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on Monday, April 24, 2023, 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 proposed Code amendments related to Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards.

This public hearing will occur as an in-person meeting with optional remote electronic attendance by the general public via Zoom Meeting.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be read into the record of the public hearing as time allows. 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 the day of the meeting/hearing) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

The INSTRUCTIONS TO ACCESS THE REMOTE ELECTRONIC PUBLIC MEETING are:

A virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting.

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 .

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

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

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

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

Bob Pace, Chairman of the Planning Board

March 7, 2023

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

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

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

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

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

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

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

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

Sec. 20-1602. Nonconforming lots.

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

Sec. 20-3206. Table of dimensional requirements.

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

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

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

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

Additional Notes corresponding to the table:

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

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

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

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

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

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

Sec. 20-1120. – Mapping Standards.

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

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

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

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

JAMES ELLER, Town Clerk

APPROVED AS TO FORM:

JENNIFER O. JACKSON, Town Attorney



MINUTES

**Town of Weaverville
State of North Carolina**

**Joint Meeting of Town Council and Planning Board
Tuesday, March 21, 2023**

The Town Council for the Town of Weaverville met for its regularly scheduled workshop meeting on Tuesday, March 21, 2023, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC, in order to hold a joint meeting with the Weaverville Planning Board. The Planning Board met for a special called meeting at this date and time for that purpose..

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

Planning Board present: Chairman Bob Pace and Planning Board Members Jane Kelley, Mark Endries, Donna Mann-Belt, and Ryan Gagliardi.

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk/Planning Director James Eller, Police Chief Ron Davis, and Deputy Town Clerk Grace Keith.

1. Call to Order and Introductions

Mayor Fitzsimmons called the Town Council meeting to order at 6:00 p.m. and Chairman Bob Pace called the Planning Board to meeting at 6:00 p.m. and introductions were made.

2. Brief Update on Progress on CLUP Goals and Priorities

Planning Director James Eller presented Town Council and the Planning Board with an Update on CLUP Goals and Priorities. There was consensus that the R-1 zoning district within the downtown area be studied for possible regulation changes to allow for smaller lot widths.

3. Proposed Code Amendments – Nonconforming Lots/Minimum Lot Width

Planning Director Eller and Planning Board Chairman Pace spoke on proposed code amendments which would allow building to occur on nonconforming lots with small lot widths.

There was Town Council consensus that the Planning Board and staff study and consider regulations that would allow for smaller minimum lot width within the single-family district in the downtown area.

4. Regulation of Short-Term Rentals

Councilmember Wood presented findings on short-term rentals in Weaverville. There was much discussion concerning this topic.

Town Attorney Jackson spoke about current legal status, known legal limitations, and enforcement challenges for short-term rentals.

There was Town Council consensus for the Planning Board and staff to study possible regulation of short-term rentals in Weaverville with an emphasis on regulation of whole house short term rentals.

There was also a request that public input be solicited on this matter and that current short-term

rental owners/operators be made aware of the discussion and possible regulation.

5. Minimum Parking and Loading Requirements

Vice Mayor McKenna presented findings on minimum parking requirements.

Town Council directed staff and the Planning Board to study the matter and propose some possible modifications to the Town's parking and loading requirements with a desire to reduce the number of unnecessary spaces.

6. Other Discussion or Direction to Planning Board/Staff

Consensus was reached to have regulation of short-term rentals and minimum parking and loading requirements be addressed by the Planning Board and staff after their consideration of the top priorities as currently stated in the CLUP plan.

7. Adjournment of Planning Board

Without objection, Chairman Pace declared the Planning Board meeting adjourned at approximately 7:50pm.

8. Ratification of Lobbyist Agreement and Approval of Budget Amendment

Councilmember Doug Jackson made a motion to ratify the lobbyist agreement with The Policy Group dated March 1, 2023 and to approve the related budget amendment as presented. Without any further discussion the motion passed unanimously.

9. Adjournment of Town Council

Without objection, Mayor Fitzsimmons declared the meeting adjourned at approximately 7:55pm.

James Eller, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

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

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

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

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

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Vice Mayor McKenna motioned to approve the agenda as presented. All voted in favor of the motion. Motion passed 7-0.

3. Conflicts of Interest Statement

Mayor Fitzsimmons noted that it is the duty of the Mayor and every Town Council Member to avoid both conflicts of interest and appearances of conflicts. No member had any known conflict of interest or appearance of conflict with respect to any matters presented before Town Council.

4. Consent Agenda

Vice Mayor McKenna motioned for the approval of the Consent Agenda. All voted in favor of the motion to approve all action requested in the Consent Agenda listed below. Motion passed 7-0.

- A. **February 21, 2023 Town Council Workshop Minutes**– *Minutes approved as presented*
- B. **February 27, 2023 Town Council Regular Meeting Minutes**– *Minutes approved as presented*
- C. **Monthly Tax Report** – *Information only*
- D. **Budget Amendment – Police** – *Budget Amendment approved*
- E. **Proclamations: Jan Lawrence Day** – *April 21, 2023*
- F. **Extension of Tax Collections Agreement with County** – *Extension of Tax Collections Agreement approved, see information attached*
- G. **Approval of Updated ABC Law Enforcement Agreement** – *Agreement approved*

H. Set Public Hearing on Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards – Public Hearing set for Monday, April 24, 2023 at 6pm in the Community Room/Council Chambers at Town Hall

5. Town Manager’s Report

Town Manager Coffey presented her Manager’s report to Council which included a recognition of the NC Division of Water Resources Commendation for Weaverville Water Treatment Plant, and an update on audio system improvements.

6. General Public Comment

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

No public Comment was received.

7. Discussion & Action Items

A. Annexation Agreement with Woodfin – Sourwood Inn Area

Town Manager Selena Coffey stated that in February of 2021 the Town of Weaverville and the Town of Woodfin both approved an annexation agreement that designated certain annexation areas with a focus on properties that are contiguous to current primary municipal borders. This agreement did not address two parcels near the Sourwood Inn property that is located at 810 Elk Mountain Scenic Highway. The Town of Woodfin has received a voluntary annexation petition for the Sourwood Inn property and an adjoining property, both of which combine to total approximately 192 acres. Woodfin needs a formal annexation agreement with the Town of Weaverville before this voluntary annexation petition can go forward.

A public hearing must be advertised and held prior to taking any action concerning an annexation agreement for the purpose of providing an opportunity for the public to provide comment to Town Council on the proposed annexation agreement.

Councilmember Doug Jackson made a motion to set a public hearing for April 24, 2023, at 6 pm in the Community Room/Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC. All voted in favor. Motion passed 7-0.

B. Staff Recommendation for Annual ARPA Reporting

Finance Director Tonya Dozier stated that as previously reported, the Town has received \$1,283,394 in funding from the American Rescue Plan Act (ARPA). These funds are currently accounted for in a grant project ordinance that Town Council adopted on July 27, 2021, and must be encumbered not later than December 31, 2024, and spent not later than December 31, 2026.

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

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

Councilmember Nagle made a motion to elect the standard allowance and revenue replacement option for use of the Town's ARP award. All members voted in favor. Motion passed 7-0.

Consensus was reached to develop a spending plan on these funds in the next few months.

C. Quarterly Report – Public Works and Water

Public Works Director Dale Pennell presented the Town Council with the quarterly report for the Public Works and Water Departments.

8. Adjournment

Without objection, Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 6:40 pm.

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Monthly Tax Report
PRESENTER: Finance Director
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

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

No action is requested or required.

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

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

Original Billed Amts	\$	3,986,152
Abs Adj (Adjustments by Assessor)	\$	(334)
Bill Releases	\$	(42)
Discovery Levy	\$	5,720
Additional Levy	\$	-
Net Levy	\$	3,991,495
Total Current Year Collections	\$	3,972,291
% Collected		99.52%
Total Left to be Collected:	\$	19,204
Prior Years Tax Paid	\$	4,070
Prior Years Interest Paid	\$	537

Date run: 4/5/2023 8:09:14 AM

TR-401G Net Collections Report

NCPTS V4

Data as of: 4/4/2023 11:31:14 PM

Report Parameters:

Date Sent to Finance Start: Min - March 1, 2023 Date Sent to Finance End: Max - March 31, 2023 Abstract Type: BUS,IND,PUB,REI,RMV

Tax District: WEAVERVILLE

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

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

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

Fiscal Year Activity from July 1, 20XX to March 31, 2023												Activity from March 1, 2023 to March 31, 2023			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	% Coll.	Unpaid Balance (\$)	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)		
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)							Assessor Refunds (\$)	Additional Levy (\$)		
2022	0.00	0.00	0.00	0.00	0.00	4,256.15		0.00		509.32	0.00	0.00	0.00		
2021	0.00	0.00	4,256.15	0.00	0.00	5,032.89		0.00		138.57	0.00	0.00	0.00		
2020	0.00	0.00	5,032.89	0.00	0.00	11,524.83		0.00		134.34	0.00	0.00	0.00		
2019	0.00	0.00	11,524.83	0.00	0.00	5,056.63		0.00		149.93	0.00	0.00	0.00		
2018	0.00	0.00	5,056.63	0.00	0.00	316.01		0.00		0.00	0.00	0.00	0.00		
2017	0.00	0.00	316.01	0.00	0.00	39.57		0.00		0.00	0.00	0.00	0.00		
2016	0.00	0.00	39.57	0.00	0.00	64.92		0.00		0.00	0.00	0.00	0.00		
2015	0.00	0.00	64.92	0.00	0.00	100.08		0.00		0.00	0.00	0.00	0.00		
2014	0.00	0.00	100.08	0.00	0.00	10.54		0.00		3.84	0.00	0.00	0.00		

2013	0.00	10.54	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	
2012	0.00	1,020.36	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	
2011	0.00	730.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Sub.	0.00	28,165.31	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	
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY																					
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,249.03	34.50	66.05	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,388.18	25.74	4.90	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	6,669.09	378.50	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	
Sub.	5,088.12	548.85	2.30	9,976.25	14,745.04	14,306.30	438.74	70.95	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX																					
2022	3,986,151.82	334.39	41.70	5,719.53	3,991,495.26	3,972,291.36	19,203.90	15,755.98	23.21	1.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2021	3,717,652.88	3,168.26	36.26	14,153.16	3,729,128.36	3,725,920.68	3,207.68	1,104.87	0.00	1.53	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2020	3,354,216.35	5,999.72	60.27	22,850.56	3,373,733.68	3,371,479.68	2,254.00	745.98	0.00	0.33	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2013	73,342.49	1,451.48	3,372,931.16	2,726.76	0.00	99.93 %	0.07 %	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	
2012	68,037.63	0.00	71,719.36	0.00	0.00	100 %	0 %	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	
2011	82.56	0.00	66,539.41	0.00	0.00	100 %	0 %	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	
Sub.	11,199,483.73	9,502.37	3,259.58	42,723.25	11,232,698.63	11,208,033.05	24,665.58	17,606.83	23.21	3.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX																					
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	831.07	0.00	1.88	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
2018	1,576.57	0.00	44,424.98	0.00	0.00	89.28 %	10.72 %	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	3.29	0.00	1,573.28	914.17	659.11	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	914.17	0.00	0.00	58.11 %	41.89 %	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	

2017	771.97	0.00	2.21	0.00	769.76	145.15	624.61	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	18.86 %	81.14 %						
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %						
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %						
2014	2,126.15	0.00	5.98	0.00	2,120.17	28.67	2,091.50	5.35	0.00	0.00	0.00	0.00	0.00
		0.00	28.67	0.00	0.00	1.35 %	98.65 %						
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	436.15	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %						
2011	1,636.85	0.00	0.00	0.00	1,636.85	0.00	1,636.85	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %						
2010	277.25	0.00	0.00	0.00	277.25	0.00	277.25	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	0.00	0.00	0.00	0 %	100 %						
Sub.	58,065.40	0.00	327.28	0.00	57,758.12	46,047.33	11,710.79	836.42	0.00	0.00	1.88	0.00	0.00
		0.00	46,047.33	0.00	0.00	79.72 %	20.28 %						
Total	11,262,657.25	10,051.22	3,589.16	52,699.50	11,305,201.79	11,296,551.99	36,815.11	19,450.20	23.21	0.00	5.62	0.00	0.00
		1,457.40	11,298,009.39	3,485.42	0.00	99.67 %	0.33 %						

Signature (Tax Collector) _____

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Annual Presentation of Town Manager Delegated Policies
PRESENTER: Town Manager
ATTACHMENTS: Index to Policy and Procedure Manual with Notations
Public Access Policy for Town Buildings

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 and the new one, described below, highlighted in green.

The Town Manager reports that in September of 2022 she implemented a “Public Access Policy for Town Buildings” in order to define and limit the public’s access to Town facilities. This policy, a copy of which is attached, allows for the public to fully access Town services and enjoy the use of Town facilities but also balances security and privacy concerns.

COUNCIL ACTION REQUESTED:

No Town Council action is requested or needed.

**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, 7/25/22
3	PAY PLAN	Town Council	6/27/2022
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	GENERAL USE AGREEMENT - FACILITY RENTAL	Town Manager	9/1/2021
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
25	PUBLIC ACCESS POLICY FOR TOWN BUILDINGS	Town Manager	9/22/2022

TOWN OF WEAVERVILLE PUBLIC ACCESS POLICY FOR TOWN BUILDINGS AND FACILITIES

Section 1. Purpose and Objectives

The Town of Weaverville provides for public access to Town buildings and facilities in a way that allows for the public to access Town services and to enjoy the use of Town facilities, but also balances security and privacy concerns. Access to Town facilities is authorized as stated herein. In addition to the procedures listed below, any applicable requirements or restrictions regarding the use of Town buildings or property as listed in the Weaverville Code of Ordinance, Town policies, or state or federal law or regulation, shall apply.

Section 2. Public Access and Limitations

Public access to Town buildings and facilities is provided as follows:

- a. **Town Hall** – The general public is authorized to access the Town Hall Lobby area at all times when the building is open in order to conduct Town business. The public is allowed in the conference room and individual offices located past the locked doors only if authorized and accompanied by Town staff.
- b. **Community Room at Town Hall** – The general public is authorized to access the Community Room at Town Hall, including the restrooms located in the area, during meetings and events that are open to the general public or events being held to which they are invited or otherwise authorized to attend. Public access to Council Chambers is allowed only if accompanied by Town officials or staff. Access to the kitchen is not provided to general public unless access is included in the event or meeting. The general public is also allowed in the Community Room to view the facilities if authorized and accompanied by Town staff.
- c. **Community Center** – The general public is authorized to access the Community Center and its restrooms and unoccupied meeting rooms whenever the building is unlocked and not otherwise closed to the public due to a private event. The general public is authorized to access the Community Center, including the restrooms located inside the building, for meetings and events that are open to the general public or events being held at the building to which they are invited or otherwise authorized to attend. The general public is also allowed in the Community Center to view the facilities if authorized and accompanied by Town staff. Public access to the Recreational Director’s office is not allowed unless accompanied by Town staff. The Dry Ridge Historical Museum is a space that is not operated by the Town of Weaverville and is not subject to this policy.
- d. **Parks, Trails, and Greenways** – The general public is authorized to access Town parks, greenways, and trails, and their various amenities, at all times when they are open and not temporarily closed for maintenance or reserved for use by a specific group.
- e. **Police Department** – The general public is authorized to access the lobby of the Police Department at times when the building is open in order to conduct Town business. The general public is only authorized to access other areas of the Police Department if authorized and accompanied by Town staff.
- f. **Fire Department** – The general public is authorized to access the lobby of the Fire Department at times when the building is open in order to conduct Town business. The

TOWN OF WEAVERVILLE PUBLIC ACCESS POLICY FOR TOWN BUILDINGS AND FACILITIES

general public is only authorized to access other areas of the Fire Department if authorized and accompanied by Town staff.

- g. **Public Works Department** – The general public is authorized to access the Public Works Department lobby at times when the building is open and when accompanied by Town staff in order to conduct Town business. The general public is allowed in individual offices, in other parts of the Public Works Department buildings or on Public Works Department property only if authorized and accompanied by Town staff.
- h. **Water Treatment Plant** – The general public is not allowed in the Water Treatment Plant or anywhere on the Water Treatment Plant property unless authorized and accompanied by Town staff.
- i. **Town Parking Lots** – Except as noted herein, the general public is authorized to access Town property to use marked public parking spaces in parking lots. Public parking spaces are provided at the Clock Parking Lot on Main Street, at Town Hall, at the Main Street Nature Park, and at Lake Louise Park. Parking lots associated with all other Town buildings and facilities are limited to use when conducting Town business. The general public is authorized to access the Community Center parking lot except when such parking is reserved for an event and appropriate signage is posted. Time and other parking restrictions may apply.
- j. **Other Town Properties** – The general public is not allowed on other properties owned or leased by the Town unless authorized and accompanied by Town staff, especially those with fencing, gates, and signage restricting public access.

Section 3. Videotaping and Audiotaping

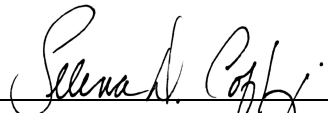
Videotaping and audiotaping of areas not open to the general public, including but not limited to private offices and desks, is strictly prohibited.

Section 4. Adoption and Effective Date

This policy is adopted by the Town Manager and may, from time-to-time be amended. This policy is effective immediately upon adoption.

ADOPTED BY the Town Manager on the 22nd day of September, 2022.

TOWN OF WEAVERVILLE

By: 

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Adoption of Records Retention and Disposition Schedule
PRESENTER: Town Attorney Jackson
ATTACHMENTS: Table of Contents for both the 2021 General Records Schedule and the 2021 Program Records Schedule

DESCRIPTION/SUMMARY OF REQUEST:

The Town of Weaverville, at the recommendation of the North Carolina Department of Natural and Cultural Resources' Division of Archives and Records, has an adopted Records Retention and Disposition Schedule. This Schedule is a tool for the employees of local government agencies across North Carolina to use when managing the records in their offices. It lists records commonly found in agency offices and gives an assessment of their value by indicating how long those records should be retained.

Town Council last approved a Schedule in 2016. Since that time the recommended schedule has been updated and a newer version was published in October of 2021. Town Council is asked to approve the updated version of the Schedule.

Due to its length the entire 2021 Records Retention and Disposition Schedule is not produced with this agenda item, but is available for review at Town Hall during normal office hours. The Table of Contents for the 2021 General Records Schedule and the 2021 Program Records Schedule are, however, attached.

COUNCIL ACTION REQUESTED:

Town Council is asked to take action at tonight's meeting to approve the 2021 Records Retention and Disposition Schedule for both General Records and Program Records. A suggested motion:

I move the approval of the Records Retention and Disposition Schedule for General Records and Program Records, both dated October 1, 2021.

CONTENTS

Approval	iv
Front Matter	
Executive Summary	v
Legend for Records Schedule	vii
Records Retention and Disposition Schedule	
Standard 1: Administration and Management Records	1
Standard 2: Budget, Fiscal, and Payroll Records	23
Standard 3: Geographic Information System Records	36
Standard 4: Human Resources Records	43
Standard 5: Information Technology Records	61
Standard 6: Legal Records	67
Standard 7: Public Relations Records	75
Standard 8: Risk Management Records	80
Standard 9: Workforce Development Records	86
Appendix	
Managing Public Records in North Carolina	A-1
Audits, Litigation, and Other Official Action	A-5
Transitory Records	A-6
Destruction of Public Records	A-8
Sample Destructions Log	A-10
Electronic Records: E-mail, Born Digital Records, and Digital Imaging	A-11
Geospatial Records	A-13
Security Preservation Copies of Records	A-15
Disaster Assistance	A-17
Staff Training	A-18
Request Forms	
Request for Change in Records Schedule	A-19
Request for Disposal of Unscheduled Records	A-20
Request for Disposal of Original Records Duplicated by Electronic Means	A-21
File Plan	A-22
Related Records Series in Program Schedules	A-23
Index	A-30

CONTENTS

Approval	iv
Front Matter	
Executive Summary	v
Legend for Records Schedule	vi
Records Retention and Disposition Schedule	
Standard 10: Airport Authority Records	1
Standard 11: Animal Services Records	3
Standard 12: Code Enforcement and Inspection Records	5
Standard 13: Emergency Medical Services and Fire Department Records	12
Standard 14: Parks and Recreation Records	16
Standard 15: Planning and Regulation of Development Records	19
Standard 16: Public Housing Authorities, Redevelopment Commissions, and Entitlement Communities Records	25
Standard 17: Public Transportation Systems Records	31
Standard 18: Public Utilities and Environmental/Waste Management Records	34
Standard 19: Street Maintenance, Public Works, and Engineering Records	46
Standard 20: Law Enforcement Records (excluding Sheriff's Office)	53
Standard 21: Tax Records (for municipalities)	73
Appendix	
Managing Public Records in North Carolina	A-1
Audits, Litigation, and Other Official Actions	A-5
Transitory Records	A-6
Destruction of Public Records	A-8
Sample Destructions Log	A-10
Electronic Records: E-mail, Born Digital Records, and Digital Imaging	A-11
Geospatial Records	A-13
Security Preservation Record Copies	A-15
Disaster Assistance	A-17
Staff Training	A-18
Request Forms	
Request for Change in Records Schedule	A-19
Request for Disposal of Unscheduled Records	A-20
Request for Disposal of Original Records Duplicated by Electronic Means	A-21
File Plan	A-22
Index	A-23

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023

SUBJECT: American Rescue Plan Act (ARPA) Award – Approval of Required Policies

PRESENTER: Town Attorney

ATTACHMENTS: ARPA Roadmap for Revenue Replacement Expenditures Compliance Policies

DESCRIPTION/SUMMARY OF REQUEST:

The Town has received \$1,283,394.62 in Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act of 2021 (ARP/CSLFRF). At its meeting in February, Town Council elected to use the standard allowance and revenue replacement option for the reportable use of these ARP/CSLFRF funds. The attached ARPA Roadmap provides a summary of the necessary steps in the revenue replacement process.

To be in legal compliance the Town Attorney asks that Town Council adopt the following policies related to the administration of the ARP/CSLFRF award and use of those funds: Records Retention Policy, Nondiscrimination Policy, Eligibility Determination Policy, Costs and Cost Principles Policy, and Conflicts of Interest Policy. Given the anticipated use of these funds, many of these policies are not needed; however, the Town is required to certify that they have been adopted.

In July of 2021 Town Council adopted a grant project ordinance that serves as a basic budget for the ARP/CSLFRF award. The ordinance will need to be updated to accurately reflect the expenditure plan for these funds. The Town Manager and Finance Director encourage Town Council to set aside some time during budget deliberations to consider what the ultimate use of these funds will be for so that the grant project ordinance amendments can be properly adopted, ideally prior to July 1, 2023.

COUNCIL ACTION REQUESTED:

Town Council action to adopt the following:

- Resolution Adopting a Record Retention Policy for Documents Created or Maintained Pursuant to ARP/CSLFRF Award
- Resolution Concerning Nondiscrimination in Administration of ARP/CSLFRF Award
- Resolution Adopting Eligible Project Policy for the Expenditure of ARP/CSLFRF Funds by the Town of Weaverville
- Resolution Adopting a Policy for Allowable Costs and Cost Principles for Expenditure of ARP/CSLFRF Award by the Town of Weaverville
- Resolution Adopting a Conflict of Interest Policy Applicable to Contracts and Subaward of the Town of Weaverville Supported by Federal Financial Assistance and ARP/CSLFRF Award

for

Revenue Replacement Expenditures



For more information, refer to [American Rescue Plan Act of 2021: New \(Fewer\) Compliance Requirements for Revenue Replacement Expenditures](#) (Coates Canons Blog, 09.01.22).



1. Establish Financial Management System and Adopt Written Internal Controls

Financial management system must capture obligations and expenditures **by project, per reporting period.**

Five key categories of internal controls:

1. Control Environment
2. Risk Assessments
3. Control Activities
4. Communication / Training
5. Monitoring Activities



2. Adopt and Implement General Compliance Policies

Click on links for sample policies.

- [Records Retention](#)
- [Civil Rights Compliance](#)
- [Eligible Use](#)
- [Conflict of Interest](#)
- [Allowable Cost](#)



3. Identify Eligible Project

A local government should identify the **purpose, scope, and estimated cost** of the project; identify **state law authority** and any state law **process requirements**; and ensure the project is **not** on the **prohibited** list.

REMINDER:

Revenue Replacement ARP/CSLFRF funds may be spent on **almost any expenditure authorized by State Law**, including reimbursements back to March 3, 2021.

ELIGIBLE EXPENDITURE EXAMPLES:

- paying **salaries** and benefits of local government employees
- **contracting** with other local governments or nonprofits to **provide** community **programs** or **services**
- purchasing real **property**, supplies, and equipment
- **contracting** for design, construction, repair, or renovation work
- **reimbursing** a local government for a prior eligible project, as long as the costs were incurred on or after March 3, 2021

PROHIBITED EXPENDITURES

- ARP/CSLFRF Funds **MAY NOT** be spent for:
- NO: Extra pension fund contributions
 - NO: Borrowing costs/debt service
 - NO: Financial reserves / rainy day funds
 - NO: Litigation/Settlement/Judgements
 - NO: Undermines or discourages compliance with CDC guidelines
 - NO: Violates federal conflict of interest provisions
 - NO: Violates state or other federal laws and regulations

4. Document Compliance with Required Policies

- Document eligibility determination and basic allowable cost review, according to procedures in these two policies: **eligible use policy** and **allowable cost policy**. [Click here for template](#)
- Determine and address any **conflicts of interest**, according to the local government's COI policy following both state and federal requirements. [Click here for template](#)



5. Follow State Law Budgeting

ARP/CSLFRF funds must be properly budgeted **before** they can be obligated and expended.

Learn more:
[Click here for Local Government Budgeting blog post + Budget Template](#)



6. Enter Into Obligations & Make Disbursements In Accordance with State Law Requirements

7. Complete Required Treasury Reports

[Click here for reporting requirements & deadlines schedule](#)



8. Retain Documentation

According to ARP/CSLFRF-Specific Retention Policy

REMINDER:
ALL documentation must be **retained** for **at least five years** after all grant funds are expended or returned to US Treasury

9. Prepare for Audit

[Click here for more information on audit requirements and auditor selection process.](#)



**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

**RESOLUTION ADOPTING A RECORD RETENTION POLICY FOR DOCUMENTS
CREATED OR MAINTAINED PURSUANT TO THE ARP/CSLFRF AWARD**

WHEREAS, the Town of Weaverville has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS, the Coronavirus Local Fiscal Recovery Funds (“CSLFRF”) [Award Terms and Conditions](#) and the [Compliance and Reporting Guidance](#) set forth the U.S. Department of Treasury’s (“Treasury”) record retention requirements for the ARP/CSLFRF award; and.

WHEREAS, the Town of Weaverville wishes to adopt a record retention policy for full compliance with such requirements;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that the following Record Retention Policy be adopted concerning all documents created or maintained pursuant to its ARP/CSLFRF award and the expenditures made therefrom:

RECORD RETENTION POLICY

RETENTION OF RECORDS: It is the policy of the Town of Weaverville]to follow Treasury’s record retention requirements as it expends CSLFRF pursuant to the APR/CSLFRF award. Accordingly, the Town of Weaverville agrees to the following:

- Retain all financial and programmatic records related to the use and expenditure of CSLFRF pursuant to the ARP/CSLFRF award for a period of five (5) years after all CLFRF funds have been expended or returned to Treasury, whichever is later.
- Retain records for real property and equipment acquired with CSLFRF for five years after final disposition.
- Ensure that the financial and programmatic records retained sufficiently evidence compliance with section 603(c) of the Social Security Act “ARPA,” Treasury’s regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
- Allow the Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, the right of timely and unrestricted access to any records for the purpose of audits or other investigations.
- If any litigation, claim, or audit is started before the expiration of the 5-year period, the records will be retained until all litigation, claims, or audit findings involving the records have been resolved.

COVERED RECORDS: For purposes of this policy, records are information, regardless of physical form or characteristics, that are created, received, or retained that evidence the Town of Weaverville’s expenditure of CSLFRF funds on eligible projects, programs, or activities pursuant to the ARP/CSLFRF award.

TOWN OF WEAVERVILLE ARP/CSLFRF AWARD RELATED POLICY

Records that shall be retained pursuant to this policy include, but are not limited to, the following:

- Financial statements and accounting records evidencing expenditures of CSLFRF for eligible projects, programs, or activities.
- Documentation of rationale to support a particular expenditure of CSLFRF (e.g., expenditure constitutes a general government service);
- Documentation of administrative costs charged to the ARP/CSLFRF award;
- Procurement documents evidencing the significant history of a procurement, including, at a minimum, the rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for contract cost or price;
- Subaward agreements and documentation of subrecipient monitoring;
- Documentation evidencing compliance with the Uniform Guidance property management standards set forth in 2 C.F.R. §§ 200.310-316 and 200.329;
- Personnel and payroll records for full-time and part-time employees compensated with CSLFRF, including time and effort reports; and
- Indirect cost rate proposals

STORAGE: The Town of Weaverville's records must be stored in a safe, secure, and accessible manner. Wherever practicable, such records should be collected, transmitted, and stored in open and machine-readable formats.

DEPARTMENTAL RESPONSIBILITIES: Any department or unit of the Town of Weaverville, and its employees, who are responsible for creating or maintaining the covered documents in this policy shall comply with the terms of this policy. Failure to do so may subject the Town of Weaverville to civil and/or criminal liability. Any employee who fails to comply with the record retention requirements set forth herein may be subject to disciplinary sanctions, including suspension or termination.

The Finance Director is responsible for identifying the documents that the Town of Weaverville must or should retain and arrange for the proper storage and retrieval of records. The Finance Director shall also ensure that all personnel subject to the terms of this policy are aware of the record retention requirements set forth herein.

REPORTING POLICY VIOLATIONS: The Town of Weaverville is committed to enforcing this policy as it applies to all forms of records. Any employee that suspects the terms of this policy have been violated shall report the incident immediately to that employee's supervisor. If an employee is not comfortable bringing the matter up with the supervisor, the employee may bring the matter to the attention of the Town Attorney. The Town of Weaverville prohibits any form of discipline, reprisal, intimidation, or retaliation for reporting incidents of inappropriate conduct of any kind, pursuing any record destruction claim, or cooperating in related investigations.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

QUESTIONS ABOUT THE POLICY: Any questions about this policy should be referred to the Town Attorney, Jennifer Jackson, 30 South Main Street, NC, 28787, jjackson@weavervillenc.org, (828)645-7116, who is in charge of administering, enforcing, and updating this policy.

ADOPTED this the ____ day of April, 2023.

TOWN OF WEAVERVILLE

BY: Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

**RESOLUTION CONCERNING NONDISCRIMINATION IN
ADMINISTRATION OF ARP/CSLFRF AWARD**

WHEREAS, the Town of Weaverville has received an allocation of funds from the “Coronavirus State Fiscal Recovery Fund” or “Coronavirus Local Fiscal Recovery Fund” (together “CSLFRF funds”), established pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (the “ARP/CSLFRF award”).

WHEREAS, CSLFRF funds are subject to the U.S. Department of Treasury (“Treasury”) regulations, including the Final Rule, the Award Terms and Conditions, and the Title VII implementing regulations at 31 C.F.R. Part 22.

WHEREAS, pursuant to the ARP/CSLFRF Award Terms and Conditions, and as a condition of receiving CSLFRF funds, the Town of Weaverville agrees to follow all federal statutes and regulations prohibiting discrimination in its administration of CSLFRF under the terms and conditions of the ARP/CSLFRF award, including, without limitation, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin within programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving Federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

NOW, THEREFORE, BE IT RESOLVED, that the Town Council of the Town of Weaverville hereby adopts and enacts the following nondiscrimination policy, which shall apply to the operations of any program, activity, or facility that is supported in whole, or in part, by expenditures CSLFRF pursuant to the ARP/CSLFRF award.

NONDISCRIMINATION POLICY STATEMENT

It is the policy of the Town of Weaverville to ensure that no person shall, on the ground of race, color, national origin (including limited English Proficiency), familial status, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subject to discrimination

TOWN OF WEAVERVILLE ARP/CSLFRF AWARD RELATED POLICY

under any program or activity administered by the Town of Weaverville, including programs or activities that are funded in whole or part, with Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”), which the Town of Weaverville received from the U.S. Department of Treasury (“Treasury”) pursuant to Sections 602 and 603 of the Social Security Act, as added by Section 9901 of the American Rescue Plan Act of 2021, Pub. L. No. 117-2 (herein the “ARP/CSLFRF award”).

I. GOVERNING STATUTORY & REGULATORY AUTHORITIES

As required by the CSLFRF [Award Terms and Conditions](#), the Town of Weaverville shall ensure that each “activity,” “facility,” or “program”¹ that is funded in whole, or in part, with CSLFRF and administered under the ARP/CSLFRF award, will be facilitated, operated, or conducted in compliance with the following federal statutes and federal regulations prohibiting discrimination. These include, but are not limited to, the following:

- i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury’s implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury’s implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age within programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

¹ 22 C.F.R. § 22.3 defines “program” and “activity” as all operations of an entity, including local governments, that receive Federal financial assistance, and the departments, agencies, or special purpose districts of the local governments to which Federal financial assistance is distributed. “Federal financial assistance” includes, among other things, grants and loans of federal funds. “Facility” includes all or any part of structures, equipment, or other real or personal property or interests therein, and the provision of facilities includes the construction, expansion, renovation, remodeling, alteration, or acquisition of facilities.

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

II. DISCRIMINATORY PRACTICES PROHIBITED IN THE ADMINISTRATION OF THE ARP/CSLFRF AWARD

To ensure compliance with Title VII of the Civil Rights Act of 1964, and Title 31 Code of Federal Regulations, Part 22, the Civil Rights Restoration Act of 1987, and other pertinent nondiscrimination authorities, the Town of Weaverville shall prohibit, at a minimum, the following practices in its administration of CSLFRF pursuant to the ARP/CSLFRF award:

1. Denying to a person any service, financial aid, or other program benefit without good cause;
2. Providing to a person any service, financial aid, or another benefit which is different in quantity or quality, or is provided in a different manner, from that provided to others under the program.
3. Subjecting a person to segregation or separate treatment in any matter related to the receipt of any service, financial aid, or other benefit under the program;
4. Restricting a person in the enjoyment of any advantages, privileges, or other benefits enjoyed by others receiving any service, financial aid, or other benefit under the program;
5. Treating a person differently from others in determining whether that person satisfies any admission, enrollment, quota, eligibility, membership, or other requirement or condition which persons must meet to be provided any service, financial aid, or other benefit provided under the program;
6. Implementing different standards, criteria, or other requirements for admission, enrollment, or participation in planning, advisory, contractual, or other integral activities to the program;
7. Adopting methods of administration which, directly or through contractual relationships, would defeat or substantially impair the accomplishment of effective nondiscrimination;
8. Selecting a site or location of facilities with the purpose or effect of excluding persons from, denying them the benefits of, subjecting them to discrimination, or with the purpose or effect of defeating or substantially impairing the accomplishment of the objectives of Title VI or related acts and regulations;
9. Discriminating against any person, either directly or through a contractual agreement, in any employment resulting from the program, a primary objective of which is to provide employment;
10. Committing acts of intimidation or retaliation, including threatening, coercing, or discriminating against any individual for the purpose of interfering with any right or privilege secured by any pertinent nondiscrimination law, or because an individual made a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

III. REPORTING & ENFORCEMENT

1. The Town of Weaverville shall cooperate in any enforcement or compliance review activities by the Department of the Treasury. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Town of Weaverville shall comply with information requests, on-site compliance reviews, and reporting requirements.
2. The Town of Weaverville shall maintain a complaint log and inform the Treasury of any complaints of discrimination on the grounds of race, color, or national origin (including limited English proficiency) covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, whether pending or completed, including the outcome. The Town of Weaverville shall inform the Treasury if it has received no complaints under Title VI.
3. Any person who believes they have been aggrieved by a discriminatory practice under Title VI has a right to file a formal complaint with the Treasury. Any such complaint must be in writing and filed with the Treasury's Title VI Coordinator within one hundred eighty (180) days following the date of the alleged discriminatory occurrence.
4. Any person who believes that because of that person's race, color, national origin, limited English proficiency, familial status, sex, age, religion, or disability that he/she/they have been discriminated against or unfairly treated by the Town of Weaverville in violation of this policy should contact the following office within 180 days from the date of the alleged discriminatory occurrence:

Jennifer Jackson, Title VI Coordinator
30 South Main Street, Marion, NC 28787
Telephone: (828)645-7116
Email: coordinator@weavervillenc.org

ADOPTED this the ____ day of April, 2023.

TOWN OF WEAVERVILLE

BY: Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

**RESOLUTION ADOPTING ELIGIBLE PROJECT POLICY FOR THE EXPENDITURE OF
ARP/CSLFRF FUNDS BY TOWN OF WEAVERVILLE**

WHEREAS the Town of Weaverville has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS US Treasury is responsible for implementing ARP/CSLFRF and has enacted a Final Rule outlining eligible projects; and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Part 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS US Treasury has issued a [Compliance and Reporting Guidance v.2.1 \(November 15, 2021\)](#) dictating implementation of the ARP/CSLFRF award terms and compliance requirements; and

WHEREAS the Compliance and Reporting Guidance states on page 6 that

Per 2 CFR Part 200.303, your organization must develop and implement effective internal controls to ensure that funding decisions under the SLFRF award constitute eligible uses of funds, and document determinations.

NOW, THEREFORE, BE IT RESOLVED that Town Council of the Town of Weaverville hereby adopts and enacts the following Eligibility Determination Policy for ARP/CSLFRF funds:

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

ELIGIBILITY DETERMINATION POLICY FOR AMERICAN RESCUE PLAN ACT OF 2021
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS

This policy defines the permissible and prohibited uses of the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF) funds. It also outlines the procedures for determining how [Local Government Name] will spend its ARP/CSLFRF funds.

I. PERMISSIBLE USES OF ARP/CSLFRF FUNDING

US Treasury issued its [Final Rule](#) regarding use of ARPA funds on January 6, 2022. (The Final Rule is effective as of April 1, 2022. Until that date, a local government may proceed under the regulation promulgated by US Department of the Treasury in its [Interim Final Rule](#) or the Final Rule.) The Final Rule (and the Interim Final Rule) identify permissible uses of ARP/CSLFRF funds and certain limitations and process requirements. Local governments must allocate ARP/CSLFRF funds no later than December 31, 2024 and disburse all funding no later than December 31, 2026. Failure of an entity to expend all funds by December 31, 2026 will result in forfeiture of ARPA funds.

ARP/CSLFRF funds may be used for projects within the following categories of expenditures:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to workers, households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet; and

II. PROHIBITED USES OF ARPA FUNDING

The ARP/CSLFRF and US Treasury's Final Rule prohibit certain uses of ARP/CSLFRF funds. Specifically, ARP/CSLFRF funds may not be used for projects within the following categories of expenditures:

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Note that routine contributions as part of a payroll obligation for an eligible project are allowed.);

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

2. To borrow money or make debt service payments;
3. To replenish rainy day funds or fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding (There is an exception to this prohibition if the settlement or judgment requires the [Local Government Name] to provide services to respond to the COVID-19 public health emergency or its negative economic impacts or to provide government services, then the costs of those otherwise ARP/CSLFRF-eligible projects are allowed.);
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

The Town of Weaverville, and any of its contractors or subrecipients, may not expend any ARP/CSLFRF funds for these prohibited purposes.

III. PROCEDURES FOR PROJECT APPROVAL

The following are procedures for ARP/CSLFRF project approvals. All Town of Weaverville employees and officials must comply with these requirements.

1. Requests for ARP/CSLFRF funding, must be made in writing and include all the following:
 - a. Brief description of the project
 - b. Identification of ARP/CSLFRF Expenditure Category (EC) (A list of ECs in in the Appendix to the [US Treasury Compliance and Reporting Guidance](#).)
 - c. Required justifications for applicable projects, according to the requirements in the Final Rule. Employees or any applicant seeking ARPA funding should review the [Final Rule](#) and [Final Rule Overview](#) prior to submitting a proposal.
 - d. Proposed budget, broken down by cost item, in accordance with the Town of Weaverville’s Allowable Cost Policy.
 - e. A project implementation plan and estimated implementation timeline (All ARP/CSLFRF funds must be fully obligated by December 31, 2024, and fully expended by December 31, 2026.)
2. Requests for funding must be submitted to the Town Council for approval and must be accompanied by a recommendation from the Town Manager. All requests will be reviewed by the Town Attorney for ARP/CSLFRF compliance and by the Finance Director for allowable costs and other financial review.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

3. No ARP/CSLFRF funds may be obligated or expended before Town Council has approved the expenditure and any related budget amendment, if needed, and final written approval has been obtained from the Mayor.
4. If a proposal does not meet the required criteria, it will be returned to the requesting party for revision and resubmittal.
5. Following approval, employees responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget. Changes in project budgets must be approved by Town Council and may require a budget amendment before proceeding. Any delay in the projected project completion date shall be communicated to the Town Manager immediately.
6. The Finance Director must collect and document required information for each EC, for purposes of completing the required Project and Expenditure reports.
7. The Town Manager must maintain written project requests and approvals, all supporting documentation, and financial information at least until December 31, 2031.

ADOPTED this the ____ day of April, 2023.

TOWN OF WEAVERVILLE

BY: Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

**RESOLUTION ADOPTING A POLICY FOR ALLOWABLE COSTS AND COST
PRINCIPLES FOR EXPENDITURE OF ARP/CSLFRF AWARD
BY THE TOWN OF WEAVERVILLE**

WHEREAS the Town of Weaverville, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS the funds may be used for projects within these categories, to the extent authorized by state law:

1. Support COVID-19 public health expenditures, by funding COVID-19 mitigation and prevention efforts, medical expenses, behavioral healthcare, preventing and responding to violence, and certain public health and safety staff;
2. Address negative economic impacts caused by the public health emergency, including economic harms to households, small businesses, non-profits, impacted industries, and the public sector;
3. Replace lost public sector revenue, using this funding to provide government services to the extent of the reduction in revenue experienced due to the pandemic;
4. Provide premium pay for essential workers, offering additional support to those who have borne and will bear the greatest health risks because of their service in critical infrastructure sectors; and,
5. Invest in water, sewer, and broadband infrastructure, making necessary investments to improve access to clean drinking water, support vital wastewater and stormwater infrastructure, and to expand access to broadband internet;

WHEREAS the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance, 2 CFR Sect. 200 (UG), as provided in the [Assistance Listing](#); and

WHEREAS the [Compliance and Reporting Guidance for the State and Local Fiscal Recovery Funds](#) provides, in relevant part:

Allowable Costs/Cost Principles. As outlined in the Uniform Guidance at 2 CFR Part 200, Subpart E regarding Cost Principles, allowable costs are based on the premise that a recipient is responsible for the effective administration of Federal awards, application of sound management practices, and administration of Federal funds in a manner consistent with the program objectives and terms and conditions of the award. Recipients must implement robust internal controls and effective monitoring to ensure compliance with the Cost Principles, which are important for building trust and accountability.

[ARP/CSLFRF] Funds may be, but are not required to be, used along with other funding sources for a given project. Note that [ARP/CSLFRF] Funds may not be used for a non-

TOWN OF WEAVERVILLE ARP/CSLFRF AWARD RELATED POLICY

Federal cost share or match where prohibited by other Federal programs, e.g., funds may not be used for the State share for Medicaid.

Treasury's Interim Final Rule and guidance and the Uniform Guidance outline the types of costs that are allowable, including certain audit costs. For example, per 2 CFR 200.425, a reasonably proportionate share of the costs of audits required by the Single Audit Act Amendments of 1996 are allowable; however, costs for audits that were not performed in accordance with 2 CFR Part 200, Subpart F are not allowable. Please see 2 CFR Part 200, Subpart E regarding the Cost Principles for more information.

- a. Administrative costs: Recipients may use funds for administering the SLFRF program, including costs of consultants to support effective management and oversight, including consultation for ensuring compliance with legal, regulatory, and other requirements. Further, costs must be reasonable and allocable as outlined in 2 CFR 200.404 and 2 CFR 200.405. Pursuant to the [ARP/CSLFRF] Award Terms and Conditions, recipients are permitted to charge both direct and indirect costs to their SLFRF award as administrative costs. Direct costs are those that are identified specifically as costs of implementing the [ARP/CSLFRF] program objectives, such as contract support, materials, and supplies for a project. Indirect costs are general overhead costs of an organization where a portion of such costs are allocable to the [ARP/CSLFRF] award such as the cost of facilities or administrative functions like a director's office. Each category of cost should be treated consistently in like circumstances as direct or indirect, and recipients may not charge the same administrative costs to both direct and indirect cost categories, or to other programs. If a recipient has a current Negotiated Indirect Costs Rate Agreement (NICRA) established with a Federal cognizant agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals, then the recipient may use its current NICRA. Alternatively, if the recipient does not have a NICRA, the recipient may elect to use the de minimis rate of 10 percent of the modified total direct costs pursuant to 2 CFR 200.414(f).
- b. Salaries and Expenses: In general, certain employees' wages, salaries, and covered benefits are an eligible use of [ARP/CSLFRF] award funds; and

WHEREAS Subpart E of the UG dictates allowable costs and cost principles for expenditure of ARP/CSLFRF funds; and

WHEREAS Subpart E of the UG (specifically, 200.400) states that:

The application of these cost principles is based on the fundamental premises that:

- (a) The non-Federal entity is responsible for the efficient and effective administration of the Federal award through the application of sound management practices.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

- (b) The non-Federal entity assumes responsibility for administering Federal funds in a manner consistent with underlying agreements, program objectives, and the terms and conditions of the Federal award.
- (c) The non-Federal entity, in recognition of its own unique combination of staff, facilities, and experience, has the primary responsibility for employing whatever form of sound organization and management techniques may be necessary in order to assure proper and efficient administration of the Federal award.
- (d) The application of these cost principles should require no significant changes in the internal accounting policies and practices of the non-Federal entity. However, the accounting practices of the non-Federal entity must be consistent with these cost principles and support the accumulation of costs as required by the principles, and must provide for adequate documentation to support costs charged to the Federal award.
- (e) In reviewing, negotiating and approving cost allocation plans or indirect cost proposals, the cognizant agency for indirect costs should generally assure that the non-Federal entity is applying these cost accounting principles on a consistent basis during their review and negotiation of indirect cost proposals. Where wide variations exist in the treatment of a given cost item by the non-Federal entity, the reasonableness and equity of such treatments should be fully considered.
- (f) For non-Federal entities that educate and engage students in research, the dual role of students as both trainees and employees (including pre- and post-doctoral staff) contributing to the completion of Federal awards for research must be recognized in the application of these principles.
- (g) The non-Federal entity may not earn or keep any profit resulting from Federal financial assistance, unless explicitly authorized by the terms and conditions of the Federal award;

NOW, THEREFORE, BE IT RESOLVED that the Town Council of the Town of Weaverville hereby adopts and enacts the following UG Allowable Costs and Cost Principles Policy for the expenditure of ARP/CSLFRF funds.

ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY

I. ALLOWABLE COSTS AND COSTS PRINCIPLES POLICY OVERVIEW

[Title 2 U.S. Code of Federal Regulations Part 200](#), Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance (UG), specifically Subpart E, defines those items of cost that are allowable, and which are unallowable. The tests of allowability under these principles are: (a) the costs must be reasonable; (b) they must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); (c) they must be given consistent treatment through application of those generally accepted

TOWN OF WEAVERVILLE ARP/CSLFRF AWARD RELATED POLICY

accounting principles appropriate to the circumstances; and (d) they must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items. Unallowable items fall into two categories: expenses which are by their nature unallowable (e.g., alcohol), and unallowable activities (e.g., fund raising).

The Town of Weaverville shall adhere to all applicable cost principles governing the use of federal grants. This policy addresses the proper classification of both direct and indirect charges to ARP/CSLFRF funded projects and enacts procedures to ensure that proposed and actual expenditures are consistent with the ARP/CSLFRF grant award terms and all applicable federal regulations in the UG.

Responsibility for following these guidelines lies with the Town Manager, Town Attorney, and Finance Director, who are charged with the administration and financial oversight of the ARP/CSLFRF. Further, all local government employees and officials who are involved in obligating, administering, expending, or monitoring ARP/CSLFRF grant funded projects should be well versed with the categories of costs that are generally allowable and unallowable. Questions on the allowability of costs should be directed to the Town Attorney. As questions on allowability of certain costs may require interpretation and judgment, local government personnel are encouraged to ask for assistance in making those determinations.

II. GENERAL COST ALLOWABILITY CRITERIA

All costs expended using ARP/CSLFRF funds must meet the following general criteria:

1. Be necessary and reasonable for the proper and efficient performance and administration of the grant program.

A cost must be *necessary* to achieve a project objective. When determining whether a cost is necessary, consideration may be given to:

- Whether the cost is needed for the proper and efficient performance of the grant project.
- Whether the cost is identified in the approved project budget or application.
- Whether the cost aligns with identified needs based on results and findings from a needs assessment.
- Whether the cost addresses project goals and objectives and is based on program data.

A cost is *reasonable* if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision to incur the cost was made. For example, reasonable means that sound business practices were followed, and purchases were comparable to market prices. When determining reasonableness of a cost, consideration must be given to:

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

- Whether the cost is a type generally recognized as ordinary and necessary for the operation of the Town of Weaverville or the proper and efficient performance of the federal award.
 - The restraints or requirements imposed by factors, such as: sound business practices; arm's-length bargaining; federal, state, and other laws and regulations; and terms and conditions of the ARP/CSLFRF award.
 - Market prices for comparable goods or services for the geographic area.
 - Whether individuals concerned acted with prudence in the circumstances considering their responsibilities to the Town of Weaverville, its employees, the public at large, and the federal government.
 - Whether the Town of Weaverville significantly deviates from its established practices and policies regarding the incurrence of costs, which may unjustifiably increase the ARP/CSLFRF award's cost.
2. **Be allocable to the ARP/CSLFRF federal award.** A cost is allocable to the ARP/CSLFRF award if the goods or services involved are chargeable or assignable to the ARP/CSLFRF award in accordance with the relative benefit received. This means that the ARP/CSLFRF grant program derived a benefit in proportion to the funds charged to the program. *For example, if 50 percent of a local government program officer's salary is paid with grant funds, then the local government must document that the program officer spent at least 50 percent of his/her time on the grant program.*
- If a cost benefits two or more projects or activities in proportions that can be determined without undue effort or cost, the cost must be allocated to the projects based on the proportional benefit. If a cost benefits two or more projects or activities in proportions that cannot be determined because of the interrelationship of the work involved, then the costs may be allocated or transferred to benefitted projects on any reasonable documented basis. Where the purchase of equipment or other capital asset is specifically authorized by the ARP/CSLFRF, the costs are assignable to the Federal award regardless of the use that may be made of the equipment or other capital asset involved when no longer needed for the purpose for which it was originally required.
3. **Be authorized and not prohibited under state or local laws or regulations.**
4. **Conform to any limitations or exclusions set forth in the principles, federal laws, ARP/CSLFRF award terms, and other governing regulations as to types or amounts of cost items.**
5. **Be consistent with policies, regulations, and procedures that apply uniformly to both the ARP/CSLFRF federal award and other activities of the Town of Weaverville.**
6. **Be accorded consistent treatment.** A cost MAY NOT be assigned to a federal award as a direct cost and also be charged to a federal award as an indirect cost. And a cost must be treated consistently for both federal award and non-federal award expenditures.

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

7. **Be determined in accordance with generally accepted accounting principles (GAAP), unless provided otherwise in the UGG.**
8. **Be net of all applicable credits.** The term “applicable credits” refers to those receipts or reduction of expenditures that operate to offset or reduce expense items allocable to the federal award. Typical examples of such transactions are purchase discounts; rebates or allowances; recoveries or indemnities on losses; and adjustments of overpayments or erroneous charges. To the extent that such credits accruing to and received by the local government related to the federal award, they shall be credited to the ARP/CSLFRF award, either as a cost reduction or a cash refund, as appropriate and consistent with the award terms
9. **Be adequately documented.**

III. SELECTED ITEMS OF COST

The UGG examines the allowability of fifty-five (55) specific cost items (commonly referred to as Selected Items of Cost) at 2 CFR § 200.420-.475.

All Finance Department employees responsible for determining cost allowability must be familiar with the Selected Items of Cost. The Town of Weaverville must follow the applicable regulations when charging these specific expenditures to the ARP/CSLFRF grant. Finance Department personnel will check costs against the selected items of cost requirements to ensure the cost is allowable and that all process and documentation requirements are followed. In addition, State laws, Town of Weaverville regulations, and program-specific rules may deem a cost as unallowable, and Finance Department personnel must follow those non-federal rules as well.

EXHIBIT A, which is attached hereto, identifies, and summarizes the Selected Items of Cost.

IV. DIRECT AND INDIRECT COSTS

Allowable and allocable costs must be appropriately classified as direct or indirect charges. It is essential that each item of cost be treated consistently in like circumstances either as a direct or an indirect cost.

Direct costs are expenses that are specifically associated with a particular ARP/CSLFRF-eligible project and that can be directly assigned to such activities relatively easily with a high degree of accuracy. Common examples of direct costs include salary and fringe benefits of personnel directly involved in undertaking an eligible project, equipment and supplies for the project, subcontracted service provider, or other materials consumed or expended in the performance of a grant-eligible project.

Indirect costs are (1) costs incurred for a common or joint purpose benefitting more than one ARP/CSLFRF-eligible project, and (2) not readily assignable to the project specifically benefited, without effort disproportionate to the results achieved. They are expenses that benefit more than one project or even more than one federal grant. Common examples of indirect costs

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

include utilities, local telephone charges, shared office supplies, administrative or secretarial salaries.

For indirect costs, the Town of Weaverville may charge a 10 percent de minimis rate of modified total direct costs (MTDC). According to UGG Section 200.68 MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$25,000 of each subaward (regardless of the period of performance the subawards under the award). MTDC EXCLUDES equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$25,000.

V. SPECIAL PROVISIONS FOR STATE AND LOCAL GOVERNMENTS

There are some special provisions of the UG that apply only to states, local governments, and Indian Tribes.

§ 200.444 General costs of government.

(a) For states, local governments, and Indian Tribes, the general costs of government are unallowable (except as provided in [§ 200.475](#)). Unallowable costs include:

- (1) Salaries and expenses of the Office of the Governor of a [state](#) or the chief executive of a [local government](#) or the chief executive of an [Indian tribe](#);
- (2) Salaries and other expenses of a [state](#) legislature, tribal council, or similar local governmental body, such as a county supervisor, city council, school board, etc., whether incurred for purposes of legislation or executive direction;
- (3) Costs of the judicial branch of a government;
- (4) Costs of prosecutorial activities unless treated as a direct cost to a specific program if authorized by statute or regulation (however, this does not preclude the allowability of other legal activities of the Attorney General as described in [§ 200.435](#)); and
- (5) Costs of other general types of government services normally provided to the general public, such as fire and police, unless provided for as a direct cost under a program statute or regulation.

(b) For [Indian tribes](#) and Councils of Governments (COGs) (see definition for *Local government* in [§ 200.1](#) of this part), up to 50% of salaries and expenses directly attributable to managing and operating [Federal programs](#) by the chief executive and his or her staff can be included in the indirect cost calculation without documentation.

§ 200.416 Cost allocation plans and indirect cost proposals.

(a) For states, local governments and Indian tribes, certain services, such as motor pools, computer centers, purchasing, accounting, etc., are provided to operating agencies on a centralized basis. Since Federal awards are performed within the individual operating agencies, there needs to be a process whereby these central service costs can be

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

identified and assigned to benefitted activities on a reasonable and consistent basis. The central service cost allocation plan provides that process.

(b) Individual operating agencies (governmental department or agency), normally charge Federal awards for indirect costs through an indirect cost rate. A separate indirect cost rate(s) proposal for each operating agency is usually necessary to claim indirect costs under Federal awards. Indirect costs include:

- (1) The indirect costs originating in each department or agency of the governmental unit carrying out Federal awards and
- (2) The costs of central governmental services distributed through the central service cost allocation plan and not otherwise treated as direct costs.

(c) The requirements for development and submission of cost allocation plans (for central service costs and public assistance programs) and indirect cost rate proposals are contained in appendices V, VI and VII to this part.

§ 200.417 Interagency service.

The cost of services provided by one agency to another within the governmental unit may include allowable direct costs of the service plus a pro-rated share of indirect costs. A standard indirect cost allowance equal to ten percent of the direct salary and wage cost of providing the service (excluding overtime, shift premiums, and fringe benefits) may be used in lieu of determining the actual indirect costs of the service. These services do not include centralized services included in central service cost allocation plans as described in Appendix V to Part 200.

VI. COST ALLOWABILITY REVIEW PROCESS

PREAPPROVAL COST ALLOWABILITY REVIEW

Before an ARP/CSLFRF-funded project is authorized, the Finance Director must review the proposed cost items within an estimated project budget to determine whether they are allowable and allocable and whether cost items will be charged as direct or indirect expenses. This review will occur concurrently with the review of project eligibility and *before* obligating or expending any ARP/CSLFRF funds.

- Local government personnel must submit proposed ARP/CSLFRF projects to the Town Manager for review. In addition to other required information, all proposed project submissions must delineate estimated costs by cost item.
- Along with a general review of project eligibility and conformance with other governing board management directives, the Finance Director must review estimated costs for specific allowable cost requirements, budget parameters, indirect rates, fringe benefit rates, and those activities/costs that require pre-approval by the US Treasury (see Eligibility Determination Policy for American Rescue Plan Act of 2021 Coronavirus State and Local Fiscal Recovery Funds adopted by separate resolution).

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

- If a proposed project includes a request for an unallowable cost, the Town Manager and/or Finance Director will return the proposal to the requesting party for review and, if practicable, resubmission with corrected cost items.
- Once a proposed project budget is pre-approved by Town Council, the local government personnel responsible for implementing the project must conform actual obligations and expenditures to the pre-approved project budget.

POST-EXPENDITURE COST ALLOWABILITY REVIEW

Once an expenditure is incurred related to an eligible project, and an invoice or other demand for payment is submitted to the local government, the Finance Director must perform a second review to ensure that actual expenditures comprise allowable costs.

- All invoices or other demands for payment must include a breakdown by cost item. The cost items should mirror those presented in the proposed budget for the project. If an invoice or other demand for payment does not include a breakdown by cost item, the Finance Director will return the invoice to the project manager and/or vendor, contractor, or subrecipient for correction.
- The Finance Director must review the individual cost items listed on the invoice or other demand for payment to determine their allowability and allocability.
- If all cost items are deemed allowable and properly allocable, the Finance Director must proceed through the local government's normal disbursement process.
- If any cost item is deemed unallowable, the Finance Director will notify the project management and/or vendor, contractor, or subrecipient that a portion of the invoice or other demand for payment will not be paid with ARP/CSLFRF funds. The Finance Director may in their discretion, and consistent with this policy, allow an invoice or other demand for payment to be resubmitted with a revised cost allocation. If the local government remains legally obligated by contract or otherwise to pay the disallowed cost item, it must identify other local government funds to cover the disbursement. The Town of Weaverville's governing board must approve any allocation of other funds for this purpose.
- The Finance Director must retain appropriate documentation of budgeted cost items per project and actual obligations and expenditures of cost items per project.

VII. COST TRANSFERS

Any costs charged to the ARP/CSLFRF federal award that do not meet the allowable cost criteria must be removed from the award account and charged to an account that does not require adherence to federal UGG or other applicable guidelines.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Failure to adequately follow this policy and related procedures could result in questioned costs, audit findings, potential repayment of disallowed costs and discontinuance of funding.

ADOPTED this the ____ day of April, 2023.

TOWN OF WEAVERVILLE

BY: Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT A

Selected Items of Cost	UG Reference	Allowability
Advertising and public relations costs	2 CFR § 200.421	Allowable with restrictions
Advisory councils	2 CFR § 200.422	Allowable with restrictions
Alcoholic beverages	2 CFR § 200.423	Unallowable
Alumni/ae activities	2 CFR § 200.424	Not specifically addressed
Audit services	2 CFR § 200.425	Allowable with restrictions
Bad debts	2 CFR § 200.426	Unallowable
Bonding costs	2 CFR § 200.427	Allowable with restrictions
Collection of improper payments	2 CFR § 200.428	Allowable
Commencement and convocation costs	2 CFR § 200.429	Not specifically addressed
Compensation – personal services	2 CFR § 200.430	Allowable with restrictions; Special conditions apply (e.g., § 200.430(i)(5))
Compensation – fringe benefits	2 CFR § 200.431	Allowable with restrictions
Conferences	2 CFR § 200.432	Allowable with restrictions
Contingency provisions	2 CFR § 200.433	Unallowable with exceptions
Contributions and donations	2 CFR § 200.434	Unallowable (made by non-federal entity); not reimbursable but value may be used as cost sharing or matching (made to non-federal entity)
Defense and prosecution of criminal and civil proceedings, claims, appeals and patent infringements	2 CFR § 200.435	Allowable with restrictions
Depreciation	2 CFR § 200.436	Allowable with qualifications
Employee health and welfare costs	2 CFR § 200.437	Allowable with restrictions
Entertainment costs	2 CFR § 200.438	Unallowable with exceptions
Equipment and other capital expenditures	2 CFR § 200.439	Allowability based on specific requirement
Exchange rates	2 CFR § 200.440	Allowable with restrictions

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Selected Items of Cost	UG Reference	Allowability
Fines, penalties, damages and other settlements	2 CFR § 200.441	Unallowable with exceptions
Fund raising and investment management costs	2 CFR § 200.442	Unallowable with exceptions
Gains and losses on disposition of depreciable assets	2 CFR § 200.443	Allowable with restrictions
General costs of government	2 CFR § 200.444	Unallowable with exceptions
Goods and services for personal use	2 CFR § 200.445	Unallowable (goods/services); allowable (housing) with restrictions
Idle facilities and idle capacity	2 CFR § 200.446	Idle facilities - unallowable with exceptions; Idle capacity - allowable with restrictions
Insurance and indemnification	2 CFR § 200.447	Allowable with restrictions
Intellectual property	2 CFR § 200.448	Allowable with restrictions
Interest	2 CFR § 200.449	Allowable with restrictions
Lobbying	2 CFR § 200.450	Unallowable
Losses on other awards or contracts	2 CFR § 200.451	Unallowable (however, they are required to be included in the indirect cost rate base for allocation of indirect costs)
Maintenance and repair costs	2 CFR § 200.452	Allowable with restrictions
Materials and supplies costs, including costs of computing devices	2 CFR § 200.453	Allowable with restrictions
Memberships, subscriptions, and professional activity costs	2 CFR § 200.454	Allowable with restrictions; unallowable for lobbying organizations
Organization costs	2 CFR § 200.455	Unallowable except federal prior approval
Participant support costs	2 CFR § 200.456	Allowable with prior approval of the federal awarding agency
Plant and security costs	2 CFR § 200.457	Allowable; capital expenditures are subject to § 200.439

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

Selected Items of Cost	UG Reference	Allowability
Pre-award costs	2 CFR § 200.458	Allowable if consistent with other allowabilities and with prior approval of the federal awarding agency
Professional services costs	2 CFR § 200.459	Allowable with restrictions
Proposal costs	2 CFR § 200.460	Allowable with restrictions
Publication and printing costs	2 CFR § 200.461	Allowable with restrictions
Rearrangement and reconversion costs	2 CFR § 200.462	Allowable (ordinary and normal)
Recruiting costs	2 CFR § 200.463	Allowable with restrictions
Relocation costs of employees	2 CFR § 200.464	Allowable with restrictions
Rental costs of real property and equipment	2 CFR § 200.465	Allowable with restrictions
Scholarships and student aid costs	2 CFR § 200.466	Not specifically addressed
Selling and marketing costs	2 CFR § 200.467	Unallowable with exceptions
Specialized service facilities	2 CFR § 200.468	Allowable with restrictions
Student activity costs	2 CFR § 200.469	Unallowable unless specifically provided for in the federal award
Taxes (including Value Added Tax)	2 CFR § 200.470	Allowable with restrictions
Termination costs	2 CFR § 200.471	Allowable with restrictions
Training and education costs	2 CFR § 200.472	Allowable for employee development
Transportation costs	2 CFR § 200.473	Allowable with restrictions
Travel costs	2 CFR § 200.474	Allowable with restrictions
Trustees	2 CFR § 200.475	Not specifically addressed

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

**RESOLUTION ADOPTING A CONFLICT OF INTEREST POLICY APPLICABLE TO
CONTRACTS AND SUBAWARDS OF THE TOWN OF WEAVERVILLE SUPPORTED BY
FEDERAL FINANCIAL ASSISTANCE AND ARP/CSLFRF AWARD**

WHEREAS, the Town of Weaverville, has received an allocation of funds from the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF); and

WHEREAS, the ARP/CSLFRF are subject to the provisions of the federal Uniform Grant Guidance; and

WHEREAS, the Uniform Guidance ([2 C.F.R. § 200.318\(c\)\(1\)](#)) requires recipients and subrecipients of Federal financial assistance to “maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts,” and prohibits any “employee, officer, or agent” of a recipient or subrecipient from participating in the “selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest”; and

WHEREAS, the Uniform Guidance ([2 C.F.R. § 200.112](#)) separately requires each Federal awarding agency to “establish conflict of interest policies for Federal awards”—and in such policies, some federal agencies have extended the conflict of interest standards in 2 C.F.R. § 200.318(c)(1) to the selection, award, and administration of subawards; and

WHEREAS, the U.S. Department of the Treasury has not comprehensively addressed how a recipient unit of local government should address potential conflicts of interest when making subawards of Fiscal Recovery Funds and, in the absence of specific regulatory guidance from the Treasury, a unit of local government should exercise caution when making subawards of Fiscal Recovery Funds to third parties when the impartiality of an employee, official, or agent of the Unit could be questioned in connection with a proposed subaward;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that the following Conflicts of Interest Policy is adopted concerning contracts and subawards involving federal financial assistance, including ARP/CSLFRF awards:

CONFLICTS OF INTEREST POLICY

I. SCOPE OF POLICY

- a. Purpose of Policy. This Conflict of Interest Policy (“*Policy*”) establishes conflict of interest standards that (1) apply when the Town of Weaverville enters into a Contract (as defined in Section II hereof) or makes a Subaward (as defined in Section II hereof), and (2) meet or exceed the requirements of North Carolina law and 2 C.F.R. § 200.318(c).

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

- b. Application of Policy. This Policy shall apply when the Unit (1) enters into a Contract to be funded, in part or in whole, by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies, or (2) makes any Subaward to be funded by Federal Financial Assistance to which 2 C.F.R. § 200.318(c) applies. If a federal statute, regulation, or the terms of a financial assistance agreement applicable to a particular form of Federal Financial Assistance conflicts with any provision of this Policy, such federal statute, regulation, or terms of the financial assistance agreement shall govern.

II. DEFINITIONS

Capitalized terms used in this Policy shall have the meanings ascribed thereto in this Section II. Any capitalized term used in this Policy but not defined in this Section II shall have the meaning set forth in 2 C.F.R. § 200.1.

- a. *“COI Point of Contact”* means the individual identified in Section III(a) of this Policy.
- b. *“Contract”* means, for the purpose of Federal Financial Assistance, a legal instrument by which the Unit purchases property or services needed to carry out a program or project under a Federal award.
- c. *“Contractor”* means an entity or individual that receives a Contract.
- d. *“Covered Individual”* means a Public Officer, employee, or agent of the Unit.
- e. *“Covered Nonprofit Organization”* means a nonprofit corporation, organization, or association, incorporated or otherwise, that is organized or operating in the State of North Carolina primarily for religious, charitable, scientific, literary, public health and safety, or educational purposes, excluding any board, entity, or other organization created by the State of North Carolina or any political subdivision of the State (including the Unit).
- f. *“Direct Benefit”* means, with respect to a Public Officer or employee of the Unit, or the spouse of any such Public Officer or employee, (i) having a ten percent (10%) ownership interest or other interest in a Contract or Subaward; (ii) deriving any income or commission directly from a Contract or Subaward; or (iii) acquiring property under a Contract or Subaward.
- g. *“Federal Financial Assistance”* means Federal financial assistance that the Unit receives or administers in the form of grants, cooperative agreements, non-cash contributions or donations of property (including donated surplus property), direct appropriations, food commodities, and other Federal financial assistance (except that the term does not include loans, loan guarantees, interest subsidies, or insurance).
- h. *“Governing Board”* means the Town Council of the of the Unit.
- i. *“Immediate Family Member”* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses

TOWN OF WEAVERVILLE

ARP/CSLFRF AWARD RELATED POLICY

thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.

- j. *“Involved in Making or Administering”* means (i) with respect to a Public Official or employee, (a) overseeing the performance of a Contract or Subaward or having authority to make decisions regarding a Contract or Subaward or to interpret a Contract or Subaward, or (b) participating in the development of specifications or terms or in the preparation or award of a Contract or Subaward, (ii) only with respect to a Public Official, being a member of a board, commission, or other body of which the Public Official is a member, taking action on the Contract or Subaward, whether or not the Public Official actually participates in that action.
- k. *“Pass-Through Entity”* means a non-Federal entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- l. *“Public Officer”* means an individual who is elected or appointed to serve or represent the Unit (including, without limitation, any member of the Governing Board), other than an employee or independent contractor of the Unit.
- m. *“Recipient”* means an entity, usually but not limited to a non-Federal entity, that receives a Federal award directly from a Federal awarding agency. The term does not include Subrecipients or individuals that are beneficiaries of the award.
- n. *“Related Party”* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.
- o. *“Subaward”* means an award provided by a Pass-Through Entity to carry out part of a Federal award received by the Pass-Through Entity. It does not include payments to a contractor or payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- p. *“Subcontract”* means any agreement entered into by a Subcontractor to furnish supplies or services for the performance of a Contract or a Subcontract. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.
- q. *“Subcontractor”* means an entity that receives a Subcontract.
- r. *“Subrecipient”* means an entity, usually but not limited to a non-Federal entity, that receives a subaward from a Pass-Through Entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.
- s. *“Unit”* has the meaning specified in Section I hereof and, for the purposes of this resolution and policy, means the Town of Weaverville.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

III. COI POINT OF CONTACT.

- a. Appointment of COI Point of Contact. The Town Attorney shall have primary responsibility for managing the disclosure and resolution of potential or actual conflicts of interest arising under this Policy. In the event that the Town Attorney is unable to serve in such capacity, the Town Manager shall assume responsibility for managing the disclosure and resolution of conflicts of interest arising under this Policy. The individual with responsibility for managing the disclosure and resolution of potential or actual conflicts of interest under this Section III(a) shall be known as the “*COI Point of Contact*”.
- b. Distribution of Policy. The COI Point of Contact shall ensure that each Covered Individual receives a copy of this Policy.

IV. CONFLICT OF INTEREST STANDARDS IN CONTRACTS AND SUBAWARDS

- a. **North Carolina Law.** North Carolina law restricts the behavior of Public Officials and employees of the Unit involved in contracting on behalf of the Unit. The Unit shall conduct the selection, award, and administration of Contracts and Subawards in accordance with the prohibitions imposed by the North Carolina General Statutes and restated in this Section IV.
 - i. G.S. § 14-234(a)(1). A Public Officer or employee of the Unit Involved in Making or Administering a Contract or Subaward on behalf of the Unit shall not derive a Direct Benefit from such a Contract or Subaward.
 - ii. G.S. § 14-234(a)(3). No Public Officer or employee of the Unit may solicit or receive any gift, favor, reward, service, or promise of reward, including but not limited to a promise of future employment, in exchange for recommending, influencing, or attempting to influence the award of a Contract or Subaward by the Unit.
 - iii. G.S. § 14-234.3. If a member of the Governing Board of the Unit serves as a director, officer, or governing board member of a Covered Nonprofit Organization, such member shall not (1) deliberate or vote on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, (2) attempt to influence any other person who deliberates or votes on a Contract or Subaward between the Unit and the Covered Nonprofit Corporation, or (3) solicit or receive any gift, favor, reward, service, or promise of future employment, in exchange for recommending or attempting to influence the award of a Contract or Subaward to the Covered Nonprofit Organization.
 - iv. G.S. § 14-234.1. A Public Officer or employee of the Unit shall not, in contemplation of official action by the Public Officer or employee, or in reliance

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

on information which was made known to the public official or employee and which has not been made public, (1) acquire a pecuniary interest in any property, transaction, or enterprise or gain any pecuniary benefit which may be affected by such information or other information, or (2) intentionally aid another in violating the provisions of this section.

b. Federal Standards.

- i. Prohibited Conflicts of Interest in Contracting. Without limiting any specific prohibition set forth in Section IV(a), a Covered Individual may not participate in the selection, award, or administration of a Contract or Subaward if such Covered Individual has a real or apparent conflict of interest.
 1. Real Conflict of Interest. A real conflict of interest shall exist when the Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward. Exhibit A attached hereto provides a non-exhaustive list of examples of (i) financial or other interests in a firm considered for a Contract or Subaward, and (ii) tangible personal benefits from a firm considered for a Contract or Subaward.
 2. Apparent Conflict of Interest. An apparent conflict of interest shall exist where a real conflict of interest may not exist under Section IV(b)(i)(1), but where a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the appearance that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract or Subaward.
- ii. Identification and Management of Conflicts of Interest.
 1. Duty to Disclose and Disclosure Forms
 - a. Each Covered Individual expected to be or actually involved in the selection, award, or administration of a Contract or Subaward has an ongoing duty to disclose to the COI Point of Contact potential real or apparent conflicts of interest arising under this Policy.
 - b. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall advise Covered Individuals expected to be involved in the selection, award, or administration of the Contract or Subaward of such duty.
 - c. If the value of a proposed Contract or Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form contained in Exhibit C (for Contracts) and Exhibit E (for

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

Subawards) from each Covered Individual and file such Conflict of Interest Disclosure Form in records of the Unit.

2. Identification Prior to Award of Contract or Subaward. Prior to the Unit's award of a Contract or Subaward, the COI Point of Contact shall complete the appropriate Compliance Checklist contained in Exhibit B (for Contracts) and Exhibit D (for Subawards) attached hereto and file such Compliance Checklist in the records of the Unit.
3. Management Prior to Award of Contract or Subaward
 - a. If, after completing the Compliance Checklist, the COI Point of Contact identifies a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the COI Point of Contact shall disclose such finding in writing to the Town Manager and to each member of the Governing Board. If the Governing Board desires to enter into the proposed Contract or Subaward despite the identification by the COI Point of Contact of a potential real or apparent conflict of interest, it may either:
 - i. accept the finding of the COI Point of Contact and direct the COI Point of Contact to obtain authorization to enter into the Contract or Subaward from (a) if Unit is a Recipient of Federal Financial Assistance, the Federal awarding agency with appropriate mitigation measures, or (b) if Unit is a Subrecipient of Federal Financial Assistance, from the Pass-Through Entity that provided a Subaward to Unit; or
 - ii. reject the finding of the COI Point of Contact and enter into the Contract or Subaward. In rejecting any finding of the COI Point of Contact, the Governing Board shall in writing document a justification supporting such rejection.
 - b. If the COI Point of Contact does not identify a potential real or apparent conflict of interest relating to a proposed Contract or Subaward, the Unit may enter into the Contract or Subaward in accordance with the Unit's purchasing or subaward policy.
4. Identification After Award of Contract or Subaward. If the COI Point of Contact discovers that a real or apparent conflict of interest has arisen after the Unit has entered into a Contract or Subaward, the COI Point of Contact shall, as soon as possible, disclose such finding to the Town Manager and to each member of the Governing Board. Upon discovery of such a real or apparent conflict of interest, the Unit shall cease all

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

payments under the relevant Contract or Subaward until the conflict of interest has been resolved.

5. Management After Award of Contract or Subaward.

- a. Following the receipt of such disclosure of a potential real or apparent conflict of interest pursuant to Section IV(b)(ii)(4), the Governing Board may reject the finding of the COI Point of Contact by documenting in writing a justification supporting such rejection. If the Governing Board fails to reject the finding of the COI Point of Contact within 15 days of receipt, the COI Point of Contact shall:
 - i. if Unit is a Recipient of Federal Financial Assistance funding the Contract or Subaward, disclose the conflict to the Federal awarding agency providing such Federal Financial Assistance in accordance with 2 C.F.R. § 200.112 and/or applicable regulations of the agency, or
 - ii. if Unit is a Subrecipient of Federal Financial Assistance, disclose the conflict to the Pass-Through Entity providing a Subaward to Unit in accordance with 2 C.F.R. § 200.112 and applicable regulations of the Federal awarding agency and the Pass-Through Entity.

V. OVERSIGHT OF SUBRECIPIENT'S CONFLICT OF INTEREST STANDARDS

- a. Subrecipients of Unit Must Adopt Conflict of Interest Policy. Prior to the Unit's execution of any Subaward for which the Unit serves as a Pass-Through Entity, the COI Point of Contact shall ensure that the proposed Subrecipient of Federal Financial Assistance has adopted a conflict of interest policy that satisfies the requirements of 2 C.F.R. § 200.318(c)(1), 2 C.F.R. § 200.318(c)(2), and all other applicable federal regulations.
- b. Obligation to Disclose Subrecipient Conflicts of Interest. The COI Point of Contact shall ensure that the legal agreement under which the Unit makes a Subaward to a Subrecipient shall require such Subrecipient to disclose to the COI Point of Contact any potential real or apparent conflicts of interest that the Subrecipient identifies. Upon receipt of such disclosure, the COI Point of Contact shall disclose such information to the Federal awarding agency that funded the Subaward in accordance with that agency's disclosure policy.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

VI. GIFT STANDARDS

- a. Federal Standard. Subject to the exceptions set forth in Section VI(b), a Covered Individual may not solicit or accept gratuities, favors, or anything of monetary value from a Contractor or a Subcontractor.
- b. Exception. Notwithstanding Section VI(a), a Covered Individual may accept an unsolicited gift from a Contractor or Subcontractor of one or more types specified below if the gift has an aggregate market value of \$20 or less per source per occasion, provided that the aggregate market value of all gifts received by the Covered Individual pursuant to this Section VI(b) does not exceed \$50 in a calendar year:
 - i. honorariums for participating in meetings;
 - ii. advertising items or souvenirs of nominal value; or
 - iii. meals furnished at banquets.
- c. Internal Reporting. A Covered Individual shall report any gift accepted under Section VI(b) to the COI Point of Contact. If required by regulation of a Federal awarding agency, the COI Point of Contact shall report such gifts to the Federal awarding agency or a Pass-Through Entity for which the Unit is a Subrecipient.

VII. VIOLATIONS OF POLICY

- a. Disciplinary Actions for Covered Individuals. Any Covered Individual that fails to disclose a real, apparent, or potential real or apparent conflict of interest arising with respect to the Covered Individual or Related Party may be subject to disciplinary action, including, but not limited to, an employee's termination or suspension of employment with or without pay, the consideration or adoption of a resolution of censure of a Public Official by the Governing Board, or termination of an agent's contract with the Unit.
- b. Disciplinary Actions for Contractors and Subcontractors. The Unit shall terminate any Contract with a Contractor or Subcontractor that violates any provision of this Policy.
- c. Protections for Whistleblowers. In accordance with 41 U.S.C. § 4712, the Unit shall not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant: (i) a member of Congress or a representative of a committee of Congress; (ii) an Inspector General; (iii) the Government Accountability Office; (iv) a Treasury or other federal agency employee responsible for grant oversight or management; (v) an authorized official of the

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Department of Justice or other law enforcement agency; (vi) a court or grand jury; of (vii) a management official or other employee of the Unit, a Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.

ADOPTED this the ____ day of April, 2023.

TOWN OF WEAVERVILLE

BY: Patrick Fitzsimmons, Mayor

ATTESTED BY:

James Eller, Town Clerk

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT A

EXAMPLES

<i>Potential Examples of a “Financial or Other Interest” in a Firm or Organization Considered for a Contract or Subaward</i>	<i>Potential Examples of a “Tangible Personal Benefit” From a Firm or Organization Considered for a Contract or Subaward</i>
<p>Direct or indirect equity interest in a firm or organization considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Stock in a corporation. - Membership interest in a limited liability company. - Partnership interest in a general or limited partnership. - Any right to control the firm or organization’s affairs. For example, a controlling equity interest in an entity that controls or has the right to control a firm considered for a contract. - Option to purchase any equity interest in a firm or organization. 	<p>Opportunity to be employed by the firm considered for a contract, an affiliate of that firm, or any other firm with a relationship with the firm considered for a Contract.</p> <p>A position as a director or officer of the firm or organization, even if uncompensated.</p>
<p>Holder of any debt owed by a firm considered for a Contract or Subaward, which may include:</p> <ul style="list-style-type: none"> - Secured debt (e.g., debt backed by an asset of the firm (like a firm’s building or equipment)) - Unsecured debt (e.g., a promissory note evidencing a promise to repay a loan). <ul style="list-style-type: none"> o Holder of a judgment against the firm. 	<p>Political or social influence (e.g., a promise of appointment to an local office or position on a public board or private board).</p>
<p>Supplier or contractor to a firm or organization considered for a Contract or Subaward.</p>	<p>A referral of business from a firm considered for a Contract or Subaward.</p>

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT B

COMPLIANCE CHECKLIST FOR OVERSIGHT OF CONTRACT CONFLICTS OF INTEREST

The Town of Weaverville (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Attorney as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Contracts (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Contract exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 2 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Step			
1	Identify the proposed Contract, counterparty, and the subject of the Contract.	<u>Name of Contract:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Contract:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Contract. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Contract. [If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Contract. If the estimated Contract amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Contract? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT C

**CONTRACT CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The Town of Weaverville (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Attorney as the “COI Point of Contact.”

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following contract: _____ (the “Contract”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Contract. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

4. Do you have any other partner with a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Contract or will such current or potential employer receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Contract or will receive a tangible personal benefit from a firm considered for this Contract?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____

* * * * *

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT D

COMPLIANCE CHECKLIST FOR SUBAWARD OVERSIGHT

The Town of Weaverville (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Attorney as the “COI Point of Contact.” The Policy requires the COI Point of Contact to complete this Compliance Checklist to identify potential real or apparent conflicts of interest in connection with proposed Subawards (as defined in Section II) and file the Checklist in the records of the Unit.

Instructions for Completion

1. The COI Point of Contact shall complete Steps 1 through 5 of the Checklist below.
2. If the value of the proposed Subaward exceeds \$250,000, the COI Point of Contact shall collect a Conflict of Interest Disclosure Form from each Covered Individual.
3. If the COI Point of Contact identifies a potential real or apparent conflict of interest after completing this Compliance Checklist, the COI Point of Contact shall report such potential conflict of interest to the Town Manager and to each member of the Governing Board.

Definitions.

1. *Covered Individual.* Each person identified in Section 2 of this Checklist is a “Covered Individual” for purposes of this Compliance Checklist and the Policy.
2. *Immediate Family Member* means, with respect to any Covered Individual, (i) a spouse, and parents thereof, (ii) a child, and parent thereof, (iii) a parent, and spouse thereof, (iv) a sibling, and spouse thereof, (v) a grandparent and grandchild, and spouses thereof, (vi) domestic partners and parents thereof, including domestic partners of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with the Covered Individual is the equivalent of a family relationship.
3. *Related Party* means (i) an Immediate Family Member of a Covered Individual, (ii) a partner of a Covered Individual, or (iii) a current or potential employer (other than the Unit) of a Covered Individual, of a partner of a Covered Individual, or of an Immediate Family Member of a Covered Individual.

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Step			
1	Identify the proposed Subaward, Subrecipient, and the subject of the Subaward.	<u>Name of Subaward:</u> <hr/> <u>Name of Counterparty</u> <hr/> <u>Subject of Subaward:</u> <hr/>	
2	Identify all individuals involved in the selection, award, or administration of the Subaward. These individuals are “Covered Individuals”. Ensure that each Covered Individual has been provided with a copy of the Conflict of Interest Policy.		
	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>
3	Identify whether any Covered Individual has a (i) financial or other interest in, or (ii) tangible personal benefit from the firm considered for a Subaward. [If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 3 is a potential “real” conflict of interest.	<u>Public Officials</u>	<u>Employees</u>	<u>Agents</u>

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

4	Identify whether any Related Party has a (i) financial or other interest in or (ii) tangible personal benefit from the firm considered from a Subaward. If the estimated Subaward amount exceeds \$250,000, ensure that each Covered Individual files a Conflict of Interest Disclosure Form with the COI Point of Contact.]		
Any identified interest in Step 4 is a potential “real” conflict of interest.	<u><i>Public Officials – Related Party</i></u>	<u><i>Employees – Related Party</i></u>	<u><i>Agents – Related Party</i></u>
5	Identify whether a reasonable person with knowledge of the relevant facts would find that an existing situation or relationship creates the <i>appearance</i> that a Covered Individual or any Related Party has a financial or other interest in or a tangible personal benefit from a firm considered for a Subaward? If yes, explain.		
Any identified interest in Step 5 is a potential “apparent” conflict of interest.	<u><i>Public Officials</i></u>	<u><i>Employees</i></u>	<u><i>Agents</i></u>

COI Point of Contact: _____

Signature of COI Point of Contact: _____

Date of Completion: _____

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

EXHIBIT E

**SUBAWARD CONFLICT OF INTEREST DISCLOSURE FORM
FOR OFFICIALS, EMPLOYEES, AND AGENTS**

The Town of Weaverville (“Unit”) has adopted a Conflict of Interest Policy (“Policy”) that governs the Unit’s expenditure of Federal Financial Assistance (as defined in Section II of the Policy). The Policy designates the Town Attorney as the COI Point of Contact.

The COI Point of Contact has identified you as an official, employee, or agent of the Unit that may be involved in the selection, award, or administration of the following subaward: _____ (the “Subaward”). To safeguard the Unit’s expenditure of Federal Financial Assistance, the COI Point of Contact has requested that you identify any potential real or apparent conflicts of interest in the Firm considered for the award of a Subaward. Using the Exhibit A to the Policy as a guide, please answer the following questions:

1. Do you have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

2. Will you receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

3. For purposes of Question 3(a) and 3(b), your “Immediate Family Members” include: (i) your spouse and their parents, (ii) your child, (iii) your parent and any spouse of your parent, (iv) your sibling and any spouse of your sibling, (v) your grandparents or grandchildren, and the spouses of each, (vi) any domestic partner of any individual in (ii) through (v) of this definition; and (vii) any individual related by blood or affinity whose close association with you is the equivalent of a family relationship.

a. Do you have an Immediate Family Member with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

b. Do you have an Immediate Family Member that will receive a tangible personal benefit from a firm considered for this Subaward?

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

4. Do you have any other partner with a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

5. Will any other partner of yours receive any tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

6. Does your current or potential employer (other than the Unit) have a financial or other interest in a firm considered for this Subaward or will such current or potential employer receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

7. Benefits to Employers

- a. Does a current or potential employer (other than the Unit) of any of your Immediate Family Members have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- b. Will a current or potential employer (other than the Unit) of any of your Immediate Family Members receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY

- c. Does a current or potential employer (other than the Unit) of any partner of yours have a financial or other interest in a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

- d. Will a current or potential employer (other than the Unit) of any partner of yours receive a tangible personal benefit from this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

8. Does any existing situation or relationship create the appearance that you have a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

9. Does any existing situation or relationship create the appearance that any Immediate Family Member of yours has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

10. Does any existing situation or relationship create the appearance that your current or potential employer (other than the Unit) has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

**TOWN OF WEAVERVILLE
ARP/CSLFRF AWARD RELATED POLICY**

11. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any of your Immediate Family Members has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

12. Does any existing situation or relationship create the appearance that any current or potential employer (other than the Unit) of any other partner has a financial or other interest in a firm considered for this Subaward or will receive a tangible personal benefit from a firm considered for this Subaward?

Yes _____ No _____ Unsure: _____

If the answer is Yes or Unsure, please explain:

* * * * *

Sign Name: _____
Print Name: _____
Name of Employer _____
Job Title: _____
Date of Completion: _____

* * * * *

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Water Commitment Renewal – 60 Ollie Weaver Road
PRESENTER: Public Works Director Dale Pennell
ATTACHMENTS: Email Correspondence
Original Letter of Water Commitment dated May 24, 2022
Area GIS Map and Code Sec. 20-1115

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to consider taking action to renew a water commitment letter for the apartment complex proposed for 60 Ollie Weaver Road (now known as the Madison Weaverville Apartments), for an additional year.

The original water commitment letter was dated May 24, 2022, and a request was received on March 1, 2023, from the developer’s engineer to extend the water commitment for one year to allow for a delayed start of construction. The project engineer has indicated that the project will likely be under construction by the end of May, but the water system improvements may not be. No conditions have changed from the original development plans and the requested water usage that is anticipated remains at 55,600 GPD to serve the 202-unit apartment complex and amenities. This anticipated usage is currently included in the Town’s commitment list. As with the original water request, the Public Works Director has found that, at this time, there is sufficient capacity within the Town’s water system to provide this project with water without affecting existing customers.

The Town Manager and Public Works Director recommend approval of this request.

This project presents an opportunity to provide public water to the west of these properties by requiring the developer to upsize and extend the waterline to Garrison Branch Road, as allowed by Code Sec. 20-1115. Any added costs to the project as a result of oversizing would have to be paid for by the Town. The Planning Director reports that the properties to the west are already developed (see map attached), and the Public Works Director does not see any need or benefit in this, but rather some complications as a result, and would prefer to focus on other more impactful projects. Should Town Council, however, wish to have this waterline oversized to accommodate possible future development to the west of this project, Town Council is asked to pull this matter from the consent agenda so that it can be discussed and direction to staff provided.

COUNCIL ACTION REQUESTED:

Town Council is asked to renew this water commitment for an additional year, through May 24, 2024, as requested.

From: Michael Cain <mcaïn@cdcgo.com>
Sent: Wednesday, March 1, 2023 7:25 AM
To: Dale Pennell <dale.pennell@weavervillenc.org>
Subject: Madison Weaverville Apartments - Allocation Extension/Renewal

Mr. Pennell,

The subject project is finalizing design and has submitted plans to Weaverville TRC and Buncombe County erosion control and stormwater reviewers. The current allocation will expire on May 24. We feel that the project will likely be under construction by this date, but the water system may not yet be under construction, so we would like to request an extension of the current commitment letter. Please let me know what the Town will need to grant this extension.

We appreciate your help and look forward to seeing this project move forward.

Michael Cain, P.E.
Civil Design Concepts, P.A. (828) 252-5388

The Town of
Weaverville
NORTH CAROLINA

May 24, 2022

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

Re: Water Commitment for 60 Ollie Weaver Road Apartments
PIN 9733-73-5347, 9733-83-3019, 9733-83-1054

Dear Mr. Sugg:

This letter represents the Town of Weaverville's review of the Application for a Commitment Letter from you 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 application 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 you have provided, your commitment request is hereby approved to provide your project with domestic water service and fire protection flow. 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 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.
3. The Owner/Developer is to pay all costs associated with the installation of the water service, water service line, taps, meters, valves, and other related appurtenances.

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

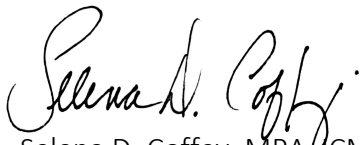
(828) 645-7116 • Fax (828) 645-4776

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.
8. This water commitment is contingent upon the annexation of the properties into the Town's municipal limits by the Weaverville Town Council.

You paid \$100 on May 5, 2022 as part of your Application for a Commitment Letter. Additional fees based on the size of the domestic meter(s) for the approved connection will be required to activate your account per the Town's current Fee Schedule.

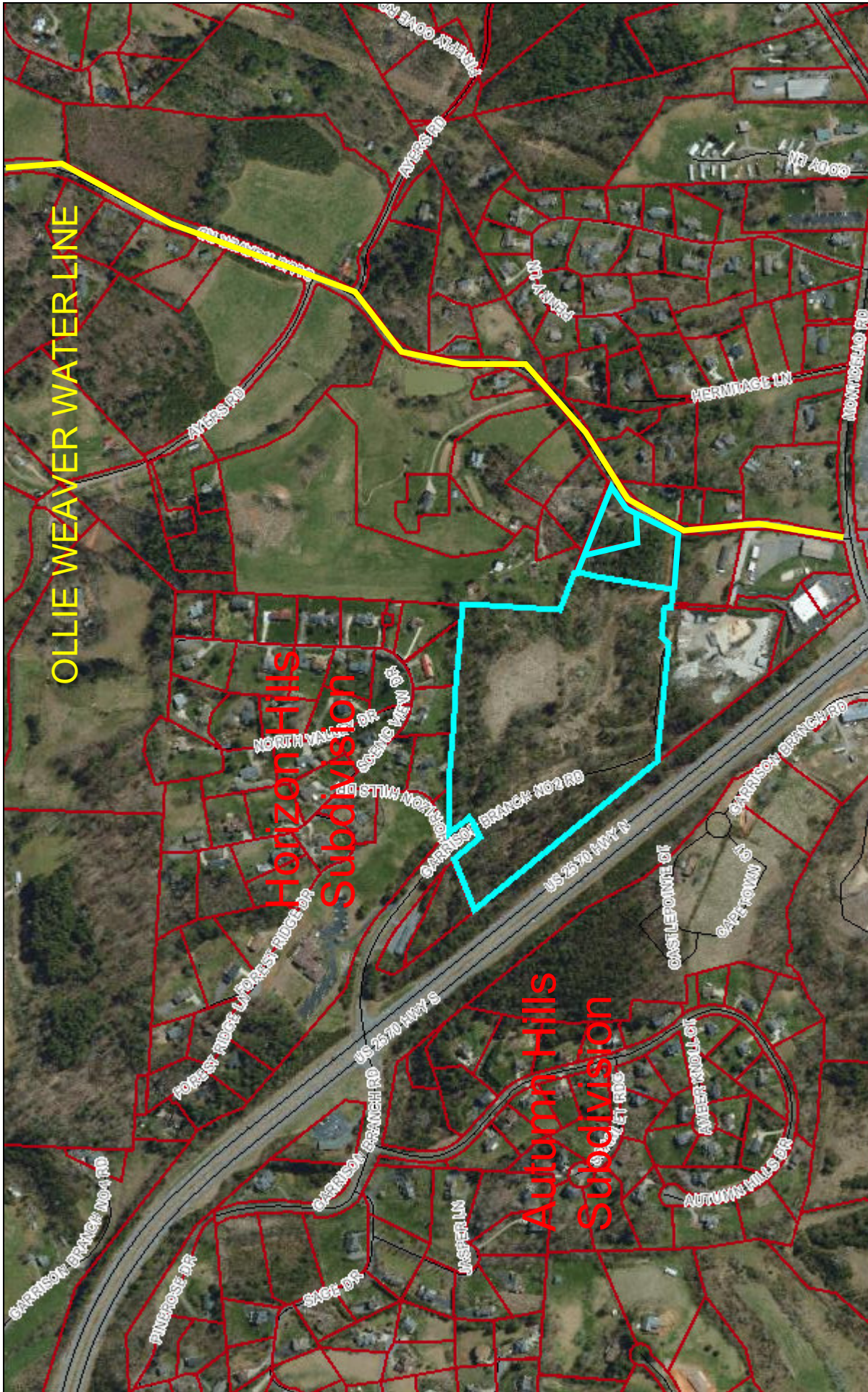
Sincerely,



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

cc: Dale Pennell, Public Works Director

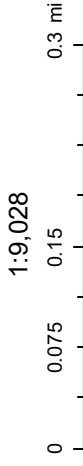
Buncombe County



OLLIE WEAVER WATER LINE

Horizon Hills Subdivision

Autumn Hills Subdivision



1:9,028

April 17, 2023

Sec. 20-1115. Oversized improvements.

The town council may require the installation of certain oversized utilities (water or sewer) or the extension of such utilities to the boundary of adjacent property when it is in the interest of future development. If the town council requires the installation of improvements in excess of the ordinary standards required by this chapter, including all standards adopted by reference, the town shall pay the cost differential between the improvements to be required and the ordinary standards of this chapter.

(Ord. of 5-24-2021(1) , § 5)

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Board Appointments
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: Proposed Roster

DESCRIPTION/SUMMARY OF REQUEST:

Rachael Bronson resigned from her position on the Planning Board in March in order to focus on her family and work obligations. This leaves a regular seat vacancy that Town Council will need to fill.

Mayor Fitzsimmons proposes that Maggie Schroder be moved from an alternate seat on the Planning Board to that regular seat and that Stefanie Pupkiewicz-Busch be appointed to fill the alternate seat vacancy created by moving Ms. Schroder up.

COUNCIL ACTION REQUESTED:

Suggested motion: *I move the approval of the following board appointments:*

Maggie Schroder - appointment as a regular member of the Planning Board to serve an unexpired term that is due to expire September 2025

Stefanie Pupkiewicz-Busch - appointment as an alternate member of the Planning Board to serve an unexpired term that is due to expire September 2025

WEAVERVILLE PLANNING BOARD				
Regularly meets 1 st Tuesday of the month at 6 pm in Community Room/Council Chambers at Town Hall				
NAME AND POSITION	CONTACT INFORMATION	FIRST APPT	DATE OF APPT	TERM (3 YEARS)
Bob Pace Regular Member Chair	116 Mountain Meadow Circle 919-434-6938 ncstman@gmail.com	2020	September 2022	September 2022 – 2025
Jane Kelley Regular Member	31 Moore Street 843-801-5100 jane.kelley2@yahoo.com	2021	November 2021	November 2021 – Sept 2023
Mark Endries Regular Member	9 Grove Street 828-423-0035 (cell) markendries@hotmail.com	2021	March 2022	March 2022 – Sept 2024
Donna Mann Belt Regular Member	53 Highland Street 903-530-2967 (cell) donnaleemann@gmail.com	2021	September 2022	September 2022 – 2023
Maggie Schroder Regular Member	32 Alexander Drive 919-610-7207 schrodermaggie@gmail.com	2022	April 2023	April 2023 – Sept 2025
Ryan Gagliardi Alternate Member	21 Wildwood Avenue 919-649-3931 ryanagagliardi@gmail.com	2022	October 2022	October 2022 – Sept 2024
Stefanie Pupkiewicz-Busch Alternate Member	11 Clinton Street 619-674-6021 stefaniepupkiewicz@gmail.com	2023	April 2023	April 2023 – Sept 2025
<i>Michele Wood</i> <i>Non-Voting Town Council Liaison</i>	50 N. College Street 214-923-8083 mwood@weavervillenc.org	2022	December 2022	TBD
James Eller Town Planner	828-484-7002 (direct line) jeller@weavervillenc.org			
Jennifer Jackson Town Attorney	828-442-1858 (cell) jjackson@weavervillenc.org			

Last updated April 2023



April 2023

Bike Helmet Initiative

As I reported in February, our Fire Department submitted a grant application for 75 bike helmets for our community's biking children. This initiative started in 2007 and works with communities to encourage bicycle safety. The *Bike Helmet Initiative* is paid for using sales of the *Share the Road* specialty license plate in addition to federal transportation funds. The Town received that grant, which provided 75 children's bike helmets and we will be hosting an event for distributing the helmets in the months to come.

New Duke Energy District Manager

Jennifer Bennett has assumed the role as Duke Energy's District Manager of the Asheville Area representing the company in Avery, Buncombe, Haywood, Madison, Mitchell, and Yancey counties. Jennifer can be reached at Jennifer.Bennett@duke-energy.com.

Arbor Day Program

The Town's Arbor Day Program will be held on Friday, April 28, 2023 at 11am at Lake Louise Park. A few trees on the steep bank above the Community Center's brick parking area have been damaged by bears. Public Works recommends replacing one of them with the Arbor Day tree and having the ceremony in the brick parking lot below the tree plantings.

Linking Greenways between Weaverville and Woodfin

We've just heard the official news that the towns of Weaverville and Woodfin have been awarded the grant from the FB MPO for the greenway feasibility study between Woodfin and Weaverville. I will be meeting with Woodfin staff and Marc Hunt next week to talk about the feasibility study next steps.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023

SUBJECT: Weaverville Economic Development Advisory Committee
Update and Review of Economic Development Goals

PRESENTER: Phil Barnett and Mayor Fitzsimmons

ATTACHMENTS: Economic Development Incentive Policy – Industrial
Development Incentives and Infrastructure Enhancement for
Economic Development

DESCRIPTION/SUMMARY OF REQUEST:

The Weaverville Economic Development Advisory Committee has been meeting regularly since January of 2022 and its Chairman, Phil Barnett, will be at tonight’s meeting to provide Town Council with an update on the Committee’s activities.

One of the high priority goals of the Town’s Comprehensive Land Use Plan is for Town Council to review and update its economic development goals. Staff is unaware of any adopted goals related to economic development generally, but the attached Economic Development Incentive Policy may have been adopted in the past and still effective.

TOWN COUNCIL ACTION REQUESTED:

Discussion and possible action to establish economic development goals and direction to the Weaverville Economic Development Advisory Committee.

**Town of Weaverville
Economic Development Incentive Policy**

**INDUSTRIAL DEVELOPMENT INCENTIVES AND INFRASTRUCTURE
ENHANCEMENT FOR ECONOMIC DEVELOPMENT**

Purpose

The purpose of the program is to broaden and diversify the tax base, create new job opportunities for the citizens of Weaverville, and promote the economic growth and welfare of the Town of Weaverville. The program is adopted with the intent of complimenting any incentive program that may be adopted by Buncombe County and/or by the State of North Carolina.

General

The Town encourages and supports the development of the industrial base of the Town by providing incentives for both new industry and the expansion of current industries. Normally, assistance is provided through infrastructure development; however, in compliance with the North Carolina General Statutes (NCGS), such assistance may also be provided through land development, site preparation, building preparation and other means identified in NCGS 158-7.1.

Limitation

There is no vested "right" to any assistance by anyone under this policy. Before the Town will participate in any industrial development project, it must be established that the increase in ad valorem taxes on real and personal property resulting from the project will, in the three (3) to five (5) years following essential completion of the project, equal or exceed the amount of funds provided by the Town. The original value of the property will be deducted in calculating the real property basis.

Developer Incentive

Consideration in providing infrastructure funding or other direct assistance will be provided only upon the assurance that the pay back in increased real property ad valorem tax revenues occurs within three (3) to five (5) years. The calculations used to determine the incentive will be based on the current year tax levy computed at 100 percent collection.

- a. Estimates of valuation of property enhancement must be based on architects estimates, contracted construction, development costs, or development contracts in hand if third parties are involved. Other forms of proving the level of financial commitment may be considered on an individual basis.
- b. Increased tax revenues beyond the initial three (3) to five (5) years will enhance the project desirability but will not qualify for Town funding.
- c. Incentives for speculative buildings will be awarded based on the investment schedule provided on the following page.

Industry Incentive

To be eligible for an incentive, the investment must be an investment that is not currently taxed in Weaverville. This policy is intended to support the expansion of our current industry as well as any new industry to the area. The following business types (as defined by S.I.C. codes used by the State of North Carolina) are eligible for an economic development incentive subject to funding availability: manufacturing and assembly; processing; warehousing and distribution; data and information processing, including call centers; and administrative headquarters. This policy does not provide incentives for retail, commercial or residential projects. Incentives will be provided based on the following schedule:

Initial Investment Between ¹		Maximum Economic Development Incentive % ²	Eligible Number of Years ³
\$1,500,000	\$3,999,999	75%	3
\$4,000,000	\$5,999,999	75%	4
\$6,000,000	\$9,999,999	85%	4
\$10,000,000	Up	85%	5

The Total Economic Development Incentive awarded to a company may be adjusted at the discretion of the Town Council. The total economic development incentive awarded may be divided by the Eligible Number of Years and paid on annual basis, may be paid in a lump sum, or may be paid in other installments as deemed appropriate and at the discretion of the Town of Weaverville.

Alternative

On a case-by-case basis, the Town Council may opt to provide funding for infrastructure development, site work, etc. to a company at the beginning of a project, rather than through the incentive schedule. This may be done at the discretion of the Town Council and may reduce or preclude the incentive by an amount equal to the initial grant.

Requirements

1. The project must enhance the tax base of the Town as outlined in the incentives sections above.
2. Conveyances of land by the Town must not realize a consideration less than the value determined as fair market value.
3. A determination must be made regarding the proposed average wage.

¹ The initial investment includes the company's investment for buildings and equipment.

² The annual tax amount will be determined on the Total Adjusted Investment. An annual incentive is computed by multiplying the Annual Tax Amount by the applicable Maximum Economic Development Incentive percentage.

³ The annual incentive is multiplied by the Eligible number of years to compute the total Maximum Economic Development Incentive.

4. To qualify for the job incentive portion of the incentive, the company must provide and pay for at least 50% of the cost of employee health insurance for new jobs created.
5. A public hearing must be held in accordance with NCGS 158-7.
6. Town participation cannot violate the laws of the State of North Carolina.

Projects must be deemed not harmful to the environment according to all federal, state and local regulations.

Compliance

All Economic Development Incentives will be formalized in a written letter agreement between the Town of Weaverville and the recipient company. The recipient company will be required to meet the following performance criteria:

- . Jobs created within the timeframe and at the salary levels agreed to;
- . Capital investment in real property within the time frame agreed to; and
- . Compliance with wage requirements.

The Town of Weaverville reserves the right to audit a company to assure compliance with the Economic Development Incentive agreement. If the performance criteria is not met or is altered significantly, Town of Weaverville may require the incentive to be repaid in full or in part.

To be eligible for payment of the incentive, the company must have:

- . Completed and occupied the building;
- . Be current on all taxes payable to the Town of Weaverville; and
- . Be current on performance criteria specified in the incentive agreement.

Project Evaluation

Each project will be evaluated on an individual basis. Changing economic conditions and availability of funds may cause the Town Council to modify, amend, or discontinue the Economic Development Incentive program. Should the incentive program be discontinued, the Town Council will honor any incentive committed to before the discontinuance of the program.

Economic Development Incentives may not be transferred or otherwise conveyed to another party, unless agreed to by the Town of Weaverville Council.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023

SUBJECT: Water System Capital Projects – Update and Next Steps

PRESENTER: Town Manager and Town Attorney

ATTACHMENTS: WTP Expansion Project – Updated Engineering Proposal
Updated Reimbursement Resolution
Amended and Restated Water System Capital Project Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

Based on Town Council action in February, the Town Manager and other staff have been working with representatives of WithersRavel in order to get the Water Treatment Plant (WTP) Expansion Project started again and keep the Resiliency Project moving forward.

WithersRavel was selected by Town Council to be the engineering firm on the combined project after a qualifications based process. The two projects have now been separated and an engineering agreement is already in place for the Resiliency Project. The engineering agreement with WithersRavel on the WTP Expansion Project has been revised based on the changes in scope (removing work already accomplished or under separate contract and adding the water rate study) and the proposal is presented to Town Council for consideration and approval. The engineering agreement itself is very lengthy and not included with the agenda item but is available for review at Town Hall or upon request. The Town Attorney notes that it includes the same basic contract terms as the engineering agreement that was originally approved by Town Council in February of 2021.

As financing will likely be needed, the Town Attorney recommends that the reimbursement resolution for the WTP Expansion Project be updated and is attached for adoption.

Town Council adopted a capital project ordinance for the combined project in June of 2021. Since then, it has been updated once and now needs to be updated again in order to separate the projects and budget for the engineering fees. This ordinance will have to be amended again once we have better cost estimates or bids in hand for each project.

WithersRavel has already identified the generator models and sizes that will be needed for the Resiliency Project and the Town will be working to get those ordered as soon as possible since there is a long lead-time for delivery of such items. The cost of the capital equipment is roughly estimated at this point and the budget will need to be refined as that info is available.

Town Staff will be at tonight's meeting to answer questions and the Mayor and Town Manager may have an update concerning efforts to gain legislative funding for the project.

COUNCIL ACTION REQUESTED:

Town Council is asked to take action to: (1) approve the engineering proposal for the WTP Expansion Project and authorize the Mayor and Town staff to execute the EJCDC E-500 Agreement between Owner and Engineer for Professional Services consistent with the attached engineering proposal, (2) adopt the Reimbursement Resolution on the WTP Expansion Project, and (3) adopt the Amended and Restated Capital Project Ordinance for the Water System Capital Projects.

Town of Weaverville WTP Expansion Project Agreement for Professional Services

A. Project Description

The Town of Weaverville (Town) currently owns and operates a 1.5 MGD water treatment plant and associated water distribution system. Population growth in the area is resulting in increased water demands which have revealed the need for improved capacity and reliability of these systems. To that end, the Town has recently undertaken a water distribution project that will provide a much-needed distribution loop as well as providing improved system capacity to a high growth area of the system. This work is functionally complete and project closeout is forthcoming. The next phase of this work is to expand the capacity of the Town's Lawrence T. Sprinkle, Jr. water treatment facility.

This plant was constructed in 1996 and is approaching water production values which trigger mandated actions to begin the planning, design, and construction process for increase capacity of this facility. In addition, the Town has begun discussions with surrounding communities to provide them with potable water through an existing interconnection within the distribution system. Preliminary discussions indicate the potential for the Town to supply 200,000 to 400,000 gallons per day through this interconnection. Therefore, the Town is positioned to be a regional provider due to its ability to withdrawal 4.0 MGD from the Ivy River.

This proposed project will expand the rated capacity of the existing water treatment plant to 3.0 MGD.

BACKGROUND INFORMATION:

On February 23, 2021, a similar agreement was executed between the Town of Weaverville and WithersRavenel. During the performance of that agreement the work on the project was halted due to outside concerns, the work halt was not the fault of either the Town of Weaverville nor WithersRavenel. Due to the length of time that has elapsed as well as modifications made within this agreement; both parties agreed that a new agreement was the best avenue for proceeding. This new agreement acknowledges the worked performed up to the stoppage of work, the compensation the Town of Weaverville paid WithersRavenel, the removal of certain components to another separate project, and the addition of the Financial Analysis and Rate Study.

B. Scope of Services

The scope of work, detailed herein, is broken down into the following phases and tasks:

Phase 1: Study and Report Phase

- Task 1 – Project Management
- Task 2 – Communication Support
- Task 3 – Workshops
- Task 4 – Environmental Documentation & Permitting
- Task 5 – Project Funding Grant / Loan Assistance
- Task 6 – Financial Analysis and Rate Study

Phase 2: Preliminary Design Phase

Task 7 – 30% Design Phase Services

Phase 3: Final Design Phase

Task 8 – 60% Design Phase Services

Task 9 - 90%/100% Design Phase Services

Phase 4: Bidding or Negotiating Phase

Task 10 – Bidding or Negotiation

Phase 5: Construction Phase

Task 11 – Construction Administration

Task 12 – Construction Observation

Phase 6: Post-Construction Phase

Task 13 – Project Close Out

Phase 1: Study and Report Phase

Task 1 - Project Management and Coordination

- A. WithersRavenel will conduct project management and coordination activities to include participating in scope, budget, schedule, health and safety, quality control, coordination among the Town project team members.
- B. WithersRavenel will keep the Town advised of the progress of the project activities. This includes submitting monthly progress reports to the Town and attending periodic meetings and consultations with the Town separate from the milestone design meetings covered in other Tasks.
- C. Bi-weekly progress meetings will be held with the Town project team as well as alternating bi-weekly conference calls between consultants to coordinate project activities during the Preliminary Design and Environmental Documentation & Permitting phase of the project.

Task 2 - Communications Support

- A. The WithersRavenel Client Officer and Funding Specialist will participate in and provide input to the Town project team during Workshops/Presentations planned by the Town during the initial phase of the Project to select the optimal configuration, layouts and conceptual plans for the plant expansion and scope for design.

Task 3 - Workshops/Presentations

- A. The WithersRavenel Client Officer and Funding Specialist will participate in and provide input to the Town project team during the Workshops/Presentations planned by the Town during the initial phase of the Project to select the optimal scope for design and funding strategy.

Task 4 - Environmental Documentation & Permitting

- A. The expansion of the Town's water service capacity will require the Town to apply to the North Carolina Department of Environment Quality (NCDEQ) for a new permit and to the USDA for financial assistance. As part of these processes NCDEQ must first review and approve the Town's environmental assessment (EA), which would define the environmental issues associated with the project. This scope of work includes activities to assist the Town in the preparation of an EA and, if determined necessary based on discussion with NCDEQ

and funding sources, an Environmental Impact Statement (EIS).

- B. WithersRavenel will prepare Phase I Environmental Site Assessments (ESA) reports for the WTP. These reports shall present the findings of assessment of existing and past environmental conditions at the site. Appropriate inquiry of information for these Phase I Site Assessments shall include:
 - 1. A limited site reconnaissance,
 - 2. A historical source review that included certain aerial photographs and certain recorded land title records,
 - 3. A limited Federal and State records review through EDR, Inc. and
 - 4. Interview with an owner representative and, when available, certain individuals familiar with the subject property.
- C. Performance of a Phase I ESA in accordance with ASTM E 1527-13 is intended to reduce, but not eliminate, uncertainty regarding the potential for Recognized Environmental Conditions (RECs) in connection with a property based on information obtained within reasonable limits of time and cost. There is always the possibility/risk that sources or potential sources of environmental impacts have not been identified due to discrepancies such as, but not limited to, the inaccuracies of the available records, environmental incidents/RECs not being disclosed, or the limitations of the survey/assessment.
- D. WithersRavenel will perform an environmental investigation at the existing WTP site. The results of the investigation will help form an understanding of any environmental constraints that should be taken into consideration during the design phase of the project.
- E. WithersRavenel will obtain preliminary site information including aerial photos, USGS Quadrangle Maps, County Soil Survey and Buncombe County GIS data prior to conducting site visits.
- F. WithersRavenel staff will walk the existing/proposed WTP site, and document environmental resources. Any streams and wetlands will be flagged for surveying, which will occur separately but within 30 days of the field effort. To support the preparation of a permit package for the USACE and NCDWR, any stream and wetland data forms will be prepared, photographs will be taken, and boundaries will be flagged following current protocols. Pertinent data gathered during this stage will be used to prepare a Preliminary Delineation Exhibit documenting any wetlands and riparian buffers to be surveyed, which will be provided to the project team for preliminary planning purposes.
- G. WithersRavenel will prepare a Jurisdictional Determination Request in support of any wetland delineation and submit to the USACE. WithersRavenel shall coordinate with the USACE as necessary to schedule a site visit to review and verify any wetland delineation. Any changes to the original wetland line as a result of the USACE field verification will be communicated to the surveyor for incorporation into the final wetland survey. Upon completion of the field verification, the USACE will issue a Jurisdictional Determination, which is valid for five years.
- H. The proposed project site is in Buncombe County; therefore, the determination and enforcement of the Riparian Buffers reverts to North Carolina Division of Water Resources (NCDWR). WithersRavenel will prepare a request for a formal Buffer Determination and submit to NCDWR to verify stream and buffer origins and subjectivity to Riparian Buffers. WithersRavenel will coordinate with the NCDWR to schedule a site visit to review and verify the stream locations and buffer subjectivity. Upon completion of the review, NCDWR will issue an official Buffer Determination Letter verifying the stream locations and buffer subjectivity for five years.
- I. A Pre-Construction Notification (PCN) form under will be prepared and submitted to USACE

and NCDWR. To calculate the potential for impacts to streams and wetlands, GIS or CADD will be used along with the surveyed jurisdictional water data and the project design. Impacts shall be measured in linear feet for streams and in acres for wetlands. Consultation with the USACE representative for County will occur during verification of the jurisdictional waters, preparation of the PCN and during the review process to ensure that necessary information is provided, and questions are answered promptly during review of the application. Once the permit is obtained, a copy will be provided to the contractor as part of the construction documents package. This permitting process will conclude with the processing of the final certificate of completion form and its submittal to USACE. If required WithersRavenel will prepare a Stream Buffer Variance Application for submittal to NCDWR.

- J. To prepare for the Site Grading of the WTP Site the following additional permitting support will consist of preparing and submitting the following permits:
 - 1. Sedimentation & Erosion Control Plan
 - 2. Stormwater Management Plan
 - 3. Town Planning Department Major Site Plan
 - 4. NCDOT Encroachment Permit to accommodate decant line
 - 5. ATC Permit to NCDWR for Site Grading of the WTP Site and Construction Access Road
- K. These additional permitting activities are related in that each will require concept plans showing how the site will be ultimately utilized for the treatment facility. The plans will include existing conditions, roadway layouts, environmental features, regulatory features, preliminary grading plan, erosion control methods and features, stormwater analysis based on existing conditions, anticipated impervious coverage and drainage, nutrient loading calculations, peak attenuation analysis in order to design the types, sizes and numbers of stormwater control measures, operation and maintenance manuals and agreements, preliminary landscape plans, traffic impacts, and road design.

Task 5 - Project Funding Grants/Loan Assistance

- A. WithersRavenel will provide financial analysis and funding application services throughout the preliminary planning and 30% design of the project including support for obtaining a funding package for the project and performing an enterprise fund and rate impact analysis for funding sources and project cost alternatives. WithersRavenel will engage with the Town to thoroughly understand the scope of the project and use this knowledge as a basis to interact with funding agency staff.
- B. WithersRavenel anticipates that USDA-Rural Development will fund the proposed improvements. We propose to conduct this phase by completing the following tasks:
 - 1. Prepare funding application, supporting documents and analyses in coordination with the Town, for the selected funding program and coordinate responses to questions/requests from funding agency.
 - 2. Assumes the following applications during this initial preliminary engineering services contract:
 - a. Coordinate and attend public hearings/meetings/workshops as required by funding source.
 - b. Provide assistance in working with funding agency staff to seek support/approval for funding of the project
 - c. Provide assistance with grant/loan administration to Town upon successful award of funding application

Task 6 - Financial Analysis and Rate Study

- A. Project Planning and Management
 1. Conduct a project planning /working session with the Town Manager and her designees (Project Leadership Group or PLG) to review project objectives, key assumptions, and project schedule.
 2. Assess progress at strategic milestones during the project.
 3. Conduct working sessions with the PLG to review project objectives, report drafts, key operational parameters, internal processes and gathered data and information.
- B. Data Collection
 1. Collect all relevant technical, organizational, and financial information required for the project.
 2. Review existing program plans, capital project plans, cost estimates, financial information for the Water fund, including current budget and past audits, current user information, debt status, and interlocal agreements.
 3. Discuss key project and financial objectives, assumptions and other considerations that relate to the present or future financial status of the fund with the Town Manager and the PLG.
- C. Capital Improvement Plan (CIP)
 1. Consultant will provide Client with blank formatted template to input and provide Consultant with an updated 10-Year CIP for use in the full scope of this project.
 2. The estimated timeframe(s) for this task may be impacted by, among other things, timeliness and accuracy of information provided by the Client to Consultant.
 3. Work with the Client to develop assumptions related to certain financial issues and events. Review relevant questions and assumptions with the PLG and summarize all assumptions regarding capital outlay and debt funded capital projects.
 4. Conduct up to one virtual work sessions with the PLG.
- D. Water Fund Financial Analysis
 1. Collect and review historic financial data regarding program revenues, expenditures, debt, and other factors having potential to influence financial trends for the Water fund.
 2. Work with the client to develop assumptions related to certain financial issues and events as they relate to an updated 10-Year Capital Improvement Plan (CIP) that will support the Financial Analysis.
 3. Prepare a ten-year Financial Analysis model for the Water fund. The model would encompass at least five (5) years of financial history, the current fiscal cycle, and ten (10) years of forecasts beginning with FY 2023.
 4. Estimate the extent to which projected program revenues exceed or fall short of estimated program expenditures, considering projected operating expenditure trends, capital asset funding, and other related financial trends, assumptions, and events. Obtain agreement from the Client on the assumptions to support the financial model.
 5. Establish key financial benchmarks for unrestricted net assets, annual net income, and reserves as measures of fund sustainability.

6. Assess the implications of projected financial trends for user rates, reserves, and fund balances over the ten-year study period.
 7. Provide Client up to 4 alternative cash flow analysis based upon CIP.
 8. Conduct up to two (2) virtual work session with the PLG and refine the financial analysis model and all related assumptions with the PLG.
- E. Water Rate Study
1. Create a Water Fund Rate Model for the Client's existing rate structure and calibrate the model to current fund revenues.
 2. Prepare two (2) alternative water rate structure for users to be inserted into the rate model and compare the revised structures against established revenue requirements while considering affordability.
 3. Review two viable and defensible alternative rate structure with the PLG for consistency with project objectives.
 4. Work with the PLG to select rate structure for the Town and develop a plan to implement the new structure to accomplish the revenue forecasts established in the financial analysis.
 5. Conduct up to one virtual work sessions with the PLG.
- F. Preparation of Final Deliverables
1. Prepare a draft Financial Analysis that summarizes the findings from the Project.
 2. Review up to three (3) drafts with the Town Manager and incorporate comments and input into the final Financial Analysis.
 3. Provide the final CIP, Rate Study and Financial Analysis, and memorandum to the Client.
 4. Present the final CIP and Financial to the Town Council.

Phase 2: Preliminary Design Phase

Task 7 - 30% Design Phase Services

- A. WithersRavenel will prepare preliminary engineering for the WTP 30% design based on the analysis, previous reports and assessments, and decisions, primary recommendations made by WithersRavenel and final decisions made by the Town. The WithersRavenel will coordinate with design team for these items for the PER required for USDA funding.
- B. The PER will summarize the design criteria and present the process configuration that will be carried forward to detailed design and construction. The task will include attendance at preliminary design meetings with design team, the Town and the Funding Agency.
- C. During the 10% conceptual design phase, the basis of design will be defined according to the preferred 1.5MGD capacity expansion and scope selected by the Town. The facility site grading plan will be coordinated with the design team's conceptual facility site plan.
- D. When the conceptual drawings and Basis of Design report have been completed, they will be sent to the Town for review. A Review Workshop will be held at the Town's facilities to review and address comments.
- E. During the 30% preliminary engineering phase, the basis of design will be further developed. The basis of design will provide a description the project, equipment to be used incorporated into a detailed equipment list, a description of the work to be accomplished and codes that will be followed by each discipline, a description of the control philosophy and functional

description of systems, and materials of construction for equipment and structures. A list of specifications will be developed at this stage. This phase is often called 30% design. The following drawings will be included in this phase:

1. Process flow diagram and preliminary plan, section, and elevation drawings
2. Preliminary P&IDs
3. Equipment location and general arrangement drawings
4. Key equipment sections
5. Electrical single line diagrams
6. Preliminary Hydraulic Analysis
7. Preliminary Plan and Profile Drawings for the following improvements:
 - a. Raw Water Pump Station Improvements
 - (1) New raw water pump, isolation valve, check valve, and all electrical equipment.
 - (2) Evaluate hydraulics of the raw water intake.
 - (3) All electrical, including a new emergency generator and automatic switchgear.
 - (4) New sampling location for new NPDES discharge line located adjacent to the raw water intake.
 - b. Water Treatment Plant Expansion (1.5 MGD to 3.0 MGD Rated Capacity)
 - (1) Add splitter box prior to ClariCones.
 - (2) Add new ClariCone.
 - (3) Raw water piping, including raw water control valve and chemical feed location prior to new treatment train.
 - (4) New treatment train, including flash mix, flocculation, conventional sedimentation, dual media filters with air scour.
 - (5) All filter effluent piping and controls.
 - (6) New .25 MG clearwell and associated piping to provide for series or parallel flow.
 - (7) Site improvements to improve access to/around new and existing clearwells.
 - (8) New finished water pump station, including backwash pumps with redundant pumps.
 - (9) New sludge holding/dewatering tank with all pumps decanting and appurtenances necessary.
 - (10) Site improvements to improve access to/around new and existing sludge holding tanks.
 - (11) New decant line extending from the treatment plant to the discharge location at the river. This includes NCDOT Encroachment.
 - (12) All necessary sitework grading central to accommodate the new treatment train and all appurtenances.
 - (13) Update modifications to the chemical feed system, including bulk storage, day tanks, and chemical feed pumps and piping.
 - (14) New Analytical equipment.
 - (15) All necessary structural and electrical designs to allow for plant expansion and integration of existing facilities and structures to allow for compatibility with new new emergency generator and automatic switchgear on plant site that is part of another resiliency project.
 - (16) Integrate the new SCADA System with the existing.

(17) Topographic design survey for all improvements.

(18) Geotechnical/structural engineering services necessary for indicated improvements.

- F. At the end of this phase, concepts are considered frozen and changes may result in a request for additional budget.
- G. At this stage, an updated Opinion of Cost will be provided.

Phase 3: Final Design Phase

Task 8 - 60% Design Services

- A. WithersRavenel will use the Basis of Design, PER, workshops, and other information developed as part of the preceding Tasks, to take the following steps to produce a preliminary design (60% plans):
 1. WithersRavenel will conduct a review of the compiled data and evaluate all potential equipment and construction means/methods that may be employed to meet the design criteria.
 2. WithersRavenel will directly consult as needed all state and local permitting agencies to ensure design meets all permit requirements.
 3. WithersRavenel will consider the necessary logistics for maintaining WTP operations to minimize interruption to service during the construction period.
 4. WithersRavenel will develop a set of 60% plans based on the requirements determined from permitting, the final list of items to be replaced and/or rehabilitated under the Project, and an evaluation of the logistics required to keep the WTP in operation.
- B. Once the above is complete, WithersRavenel will conduct one (1) meeting with the Town to discuss the design and construction approach options at a 60% Design Review Meeting.

Task 9 - 90% & 100% Design Services

- A. After the 60% Design Review Meeting, WithersRavenel will incorporate comments from the Town and further develop the plans and specifications to a 90% and permit-ready set.
- B. Once the above is complete, WithersRavenel will conduct one (1) meeting with the Town to discuss the design and construction approach options at a 90% Design Review Meeting.
- C. WithersRavenel will assist in obtaining all required permits for the Project and prepare final detailed construction drawings and specifications.
- D. After completion of final detailed construction drawings and specifications (100% documents), WithersRavenel will conduct one (1) final design review meeting with the Town to review the final construction plans and specifications. After review and approval by the Town, the Town shall provide WithersRavenel with a written approval stating the final construction plans and specifications meet the expectations of the Town prior to Bid Advertisement.

Phase 4: Bidding and Negotiating Phase

Task 10 - Bidding and Negotiation

- A. WithersRavenel will prepare Contract Documents, including but not limited to: Notice to Bidders, Instruction to Bidders, General Conditions of the Contract, Special or Supplementary Conditions, as may be necessary or required by Town.

- B. WithersRavenel will assist Town with obtaining formal bid for the construction as required by NCGS 143-129 (formal bids).
- C. WithersRavenel will furnish copies of Construction Drawings and Bidding Documents to selected bidders. WithersRavenel may charge a non-refundable fee to bidders to cover the cost of printing, binding, and mailing the plans and contract documents to bidders and material suppliers.
- D. WithersRavenel will maintain a plan holders list, answer Project inquiries, issue addenda as necessary and document the advertising and bidding process.
- E. WithersRavenel will attend and conduct a pre-bid meeting as deemed necessary upon consultation with Town.
- F. WithersRavenel will attend and conduct the Bid Opening, review and tabulate all bids received, evaluate the bids and issue recommendation to Town for the award of a Construction Contract. This shall include the screening of the low bidder as to experience and capability.
- G. WithersRavenel will issue official "Notice of Award" to the successful Bidder (hereinafter called CONTRACTOR) approved by Town.

Phase 5: Construction Phase

Task 11 - Construction Contract Administration

- A. WithersRavenel will prepare and assemble final Contracts for execution by Town and CONTRACTOR. Issue official "Notice to Proceed" to the CONTRACTOR, setting forth the allotted construction times and provisions for liquidated damages to be imposed in the event of CONTRACTOR's failure to complete the Project within the allotted time.
- B. WithersRavenel shall provide construction contract administration services described herein based on an anticipated construction schedule of 510 calendar days to substantial completion and 540 calendar days to final completion. Services shall include:
 - 1. Conduct a pre-construction meeting; and hold bi-weekly construction progress meetings
 - 2. Review material-related shop drawings submitted by the Contractor for this Project. Shop drawings requiring more than 2 reviews, shall be considered Additional Services as described in Section C;
 - 3. Provide periodic site visits during construction from engineering staff to review progress of the construction work;
 - 4. Prepare and process any necessary construction contract change orders related to this Project;
 - 5. Review Contractor's pay applications (to be submitted monthly) related to this project;
 - 6. Facilitate and manage USDA funding process.

Task 12 - Construction Observation

- A. Provide periodic construction observation services averaging approximately 20 hours/week during active construction. With an assumption that the construction activities requiring observation can reasonably be accomplished within 540 calendar days (18 months), a total of 1,560 hours of observation time have been budgeted for this task.

Phase 6: Post-Construction Phase

Task 13 - Project Close Out

- A. Together with Town, visit the Project to observe any apparent defects in the work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Town in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
- B. Together with Town, visit the Project within one month before the end of the Construction Contract's correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.
- C. Perform or provide the following other Post-Construction Phase tasks or deliverables:
 - 1. Provide appropriate and required USDA project close out documentation for Town execution

C. Additional Services

Services that are not included in Section B or are specifically excluded from this Proposal shall be considered Additional Services. WithersRavenel will furnish or obtain from other Subconsultants Additional Services if requested in writing by the Town and accepted by WithersRavenel. Additional Services shall be paid by the Town in accordance with the Fee & Expense Schedule outlined in Exhibit II.

- ▶ Surveying services beyond that needed for the WTP site
- ▶ Boundary Surveying, Property Plats, Easement Documents
- ▶ Permitting services beyond those previously listed
- ▶ NCDOT Permitting beyond those previously listed
- ▶ Phase II ESA services such as analytical testing, soil remediation plans, asbestos removal plans
- ▶ Construction Staking
- ▶ Construction Surveying
- ▶ Material Testing

D. Town Responsibilities

During the performance of the services under this Proposal, the Town will:

- ▶ Provide access to the WTP site and existing Town utility easements
- ▶ Provide any information needed to complete the Project not specifically addressed in the Scope of Services
- ▶ Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by WithersRavenel and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of WithersRavenel
- ▶ Give prompt written notice to WithersRavenel whenever the Town observes or otherwise becomes aware of any defect in the Project
- ▶ Pay all permit/review fees directly
- ▶ Handle matters requiring an attorney at law

Any changes to the alternatives or Project requirements after WithersRavenel has begun work may require additional fees.

E. Compensation for Services

A. Lump Sum Fee

Consultant proposes to provide the Scope of Services previously outlined on a lump sum fee basis as described in the following table. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

Phase	Phase Name	Lump Sum Fee Budget
1	Study and Report	\$52,500
2	Preliminary Design Phase	\$37,500
3	Final Design Phase	\$267,000
4	Bidding and Negotiating	\$84,000
5	Construction Contract Administration	\$134,000
6	Post Construction	\$75,000
Total		\$650,000

2. Consultant may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
3. The Lump Sum includes compensation for Consultant's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses, and Consultant charges.
4. Consultant will bill the Client for subcontract expenses based on the unit prices charged for each class of work that has been accepted plus 15%.
5. The portion of the Lump Sum amount billed for Consultant's services will be based upon Consultant's estimate of the percentage of the total services completed during the billing period.

B. Hourly Fee

Consultant proposes to provide the Scope of Services previously outlined on an hourly basis at the current rate with an estimated budget as described in the following table, plus expenses. Compensation shall not exceed the total estimated compensation amount unless approved in writing by Client.

Task Number	Task Name	*Hourly Fee Budget
12	Construction Observation (20 hrs./week, 1,560 hours total)	\$280,800
	Total	\$280,800
*This Task is presented as an hourly fee with a budget due to the uncertainty in estimating the hours required to complete the construction and may be utilized at the discretion of the Town.		

1. Client shall pay Consultant for Basic Services by an amount equal to the cumulative hours charged to the Project by each class of Consultant's personnel times Standard Hourly Rates for each applicable billing class for all services performed on the Project, plus Reimbursable Expenses and Consultant's charges, if any.
2. Consultant may alter the distribution of compensation between individual phases of the work noted herein to be consistent with services rendered but shall not exceed the total estimated compensation amount unless approved in writing by Client.
3. The Standard Hourly Rates charged by Consultant constitute full and complete compensation for Consultant's services, including labor costs, overhead, and profit; the Standard Hourly Rates do not include Reimbursable Expenses or Consultant's Consultants' charges.
4. Consultant's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Consultant under the Agreement.
5. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Consultant that the total compensation amount thus estimated will be exceeded, Consultant shall give Client written notice thereof, allowing Client to consider its options, including suspension or termination of Consultant 's services for Client 's convenience. Upon notice, Client and Consultant promptly shall review the matter of services remaining to be performed and compensation for such services. Client shall either exercise its right to suspend or terminate Consultant 's services for Client 's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Consultant, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Client decides not to suspend Consultant 's services during the negotiations and Consultant exceeds the estimated amount before Client and Consultant have agreed to an increase in the compensation due Consultant or a reduction in the remaining services, then Consultant shall be paid for all services rendered hereunder.

C. Fee Summary

Fee Type	Estimated Fee/Budget
Lump Sum	\$650,000
Hourly Budget	\$280,800
Total	\$930,800

**TOWN OF WEAVERVILLE
RESOLUTION DECLARING OFFICIAL INTENT TO
REIMBURSE EXPENDITURES FROM PROCEEDS OF BORROWING ON THE
WATER TREATMENT PLANT EXPANSION PROJECT**

WHEREAS, the Town of Weaverville plans to undertake a capital project to expand its Water Treatment Plant (the "Water Treatment Plant Expansion Project"); and

WHEREAS, the Water Treatment Plant Expansion Project is preliminarily estimated to cost approximately \$20 million; and

WHEREAS, while the Town of Weaverville is seeking grants and other funding for the project, the Town of Weaverville expects that the Water Treatment Plant Expansion Project may require long-term financing through the issuance of tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds") in an amount to be determined; and

WHEREAS, because the Bonds may not be issued prior to commencement of the Water Treatment Plant Expansion Project, the Issuer must provide interim financing to cover costs of the Water Treatment Plant Expansion Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Town Council deems it to be necessary, desirable, and in the best interests of the Town to advance moneys from its funds on hand on an interim basis and to secure conventional financing to pay the costs of the Water Treatment Plant Expansion Project until the Bonds are issued.

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

SECTION 1. EXPENDITURE OF FUND. The Town of Weaverville shall make expenditures as needed from its funds on hand to pay the cost of the Water Treatment Plant Expansion Project until interim conventional financing and/or the proceeds of the Bonds become available.

SECTION 2. DECLARATION OF OFFICIAL INTENT. The Town of Weaverville hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with the proceeds of the Bonds so issued.

SECTION 3. UNAVAILABILITY OF LONG-TERM FUNDS. No funds for payments for the Water Treatment Plant Expansion Project, from sources other than the Bonds, are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Town pursuant to its budget or financial policies.

SECTION 4. PUBLIC AVAILABILITY OF OFFICIAL INTENT RESOLUTION. This Resolution shall be made available for public inspection at the office of the Town Finance Officer within 30 days after its approval in compliance with the applicable state

law governing the availability of records of official acts, and shall remain available for public inspection until the Bonds are issued.

SECTION 5. EFFECTIVE DATE. This Resolution shall be effective upon its adoption and approval.

ADOPTED THIS the 24th day of April, 2023, 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

**AMENDMENT AND RESTATED CAPITAL PROJECT ORDINANCE
FOR WEAVERVILLE WATER SYSTEM CAPITAL PROJECTS**

WHEREAS, on 28 June 2021 Town Council adopted a capital project ordinance for the Water Treatment Plant Expansion Project and that capital project ordinance was amended and restated on 25 July 2022;

WHEREAS, the Town has separated the project into two projects, one which accomplishes water resiliency and safety projects and one which expands the Water Treatment Plant’s production capacity from 1.5 MGD to 3.0 MGD;

WHEREAS, the Town wishes to update its capital project ordinance in order to provide for both projects;

BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following amended and restated capital project ordinance is hereby adopted:

Section 1. The project funds authorized herein are to be known as the “Water Treatment Plant Expansion Project” and “Water System Resiliency Project”.

Section 2. The Town Manager, Finance Officer/Director, Public Works Director and other officers and employees are hereby directed to proceed with the capital projects within the terms and provisions of Chapter 159 of the North Carolina General Statutes, the USDA loan agreements, and the budget contained herein.

Section 3a. The following revenues and resources are anticipated to be available to complete the Water Treatment Plant Expansion Project activities:

WTP Expansion Project Revenues		
	<i>Restated Budget</i>	<i>Budget w/ Amdmts</i>
Appropriation from Water Capital Reserve Fund	\$339,880	\$339,880
Appropriation from Water Fund	\$930,800	\$930,800
Appropriation from Water Capital Reserve Fund	TBD	TBD
Appropriation from General Fund	TBD	TBD
Grant Funding	TBD	TBD
Interim Financing/USDA Loan	TBD	TBD
Total Project Revenues		\$1,270,680

Section 3b. The following expenditures are hereby appropriated for the Water Treatment Plant Expansion Project activities:

WTP Expansion Project Expenditures		
	<i>Restated Budget</i>	<i>Budget w/ Amdmts</i>
Engineering Fees Ph 1 and Ph 2 ('21)	\$339,880	\$339,880
Engineering Fees Ph 1 – Ph 6 ('23)	\$930,800	\$930,800
Construction		TBD
Legal Services - Bond Counsel		TBD
Administrative Costs		TBD
Contingency – Construction		TBD
Contingency – Other		TBD
Interest – Interim Financing		TBD
Total Project Expenditures		\$1,270,680

Section 4a. The following revenues and resources are anticipated to be available to complete the Water System Resiliency Project activities:

Water System Resiliency Project Revenues		
	<i>Restated Budget</i>	<i>Budget w/ Amdmts</i>
FY23 Budget Appropriation	\$1,294,900	\$1,294,900
Appropriation from Water Fund	TBD	TBD
Total Project Revenues		\$1,294,900

Section 4b. The following expenditures are hereby appropriated for the Water System Resiliency Project activities:

Water System Resiliency Project Expenditures		
	<i>Restated Budget</i>	<i>Budget w/ Amdmts</i>
Engineering Fees	\$98,500	\$98,500
Capital Equipment Purchase	\$1,196,400	\$1,196,400
Construction	TBD	TBD
Administrative Costs	TBD	TBD
Contingency - Construction	TBD	TBD
Contingency - Other	TBD	TBD
Total Project Expenditures		\$1,294,900

Section 5. The Town of Weaverville Finance Office is hereby directed to maintain within the Capital Project Fund established with this ordinance, sufficient detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes and to comply with USDA funding requirements.

Section 6. The Budget Officer and/or Finance Officer is directed to include a detailed analysis of past and future costs and revenues of these capital projects in every budget submission made to Town Council.

Section 7. The Finance Officer is directed to report at least quarterly on the financial status of each project and their respective elements as described in Sections 3b and 4b and the revenues received or expected on the respective projects.

Section 8. The Town Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete each capital project set forth herein without any further direction, authorization, or consent, including without limitation any and all contract documents, change orders, or any other such documents as may be necessary to give direction to engineers, contractors, and others in completing this capital project, subject to compliance with law.

Section 9. The Town Manager is authorized to transfer appropriations within the various line items of each project in this capital project ordinance except for the contingency line item entitled "Contingency - Other", as she, in her discretion, deems necessary and if allowable by law. Funds budgeted within the contingency line item entitled "Contingency - Other" cannot be expended without Town Council approval.

Section 10. The Town Manager shall from time-to-time report to Town Council as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

Section 11. Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

Section 12. This ordinance shall be effective immediately upon adoption but shall not be codified.

ADOPTED the 28th day of June, 2021, **AMENDED AND RESTATED** the 25th of July, 2022, and **FURTHER AMENDED AND RESTATED** on this the ___ day of April, 2023, 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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Annexation Agreement between Towns of Weaverville and Woodfin
PRESENTER: Town Attorney
ATTACHMENTS: Proposed Annexation Agreement Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

Earlier in tonight's meeting a public hearing was scheduled for the proposed annexation agreement between Weaverville and Woodfin pertaining to the Sourwood Inn property and an adjoining property, comprising a total of approximately 192 acres.

If the public hearing was successfully held then Town Council is eligible to take action on the matter.

Attached for consideration is the proposed Ordinance Approving an Annexation Agreement between the Town of Woodfin and the Town of Weaverville Designating a Non-Contiguous Area as Not Subject to Annexation by the Town of Weaverville.

TOWN COUNCIL ACTION REQUESTED:

The Town of Woodfin has asked that Town Council consider adoption of the attached proposed Ordinance.

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

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

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

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

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

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

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

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

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

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

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

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

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

Patrick Fitzsimmons, Mayor

ATTEST:

APPROVED AS TO FORM:

James Eller, Town Clerk

Jennifer Jackson, Town Attorney

STATE OF NORTH CAROLINA

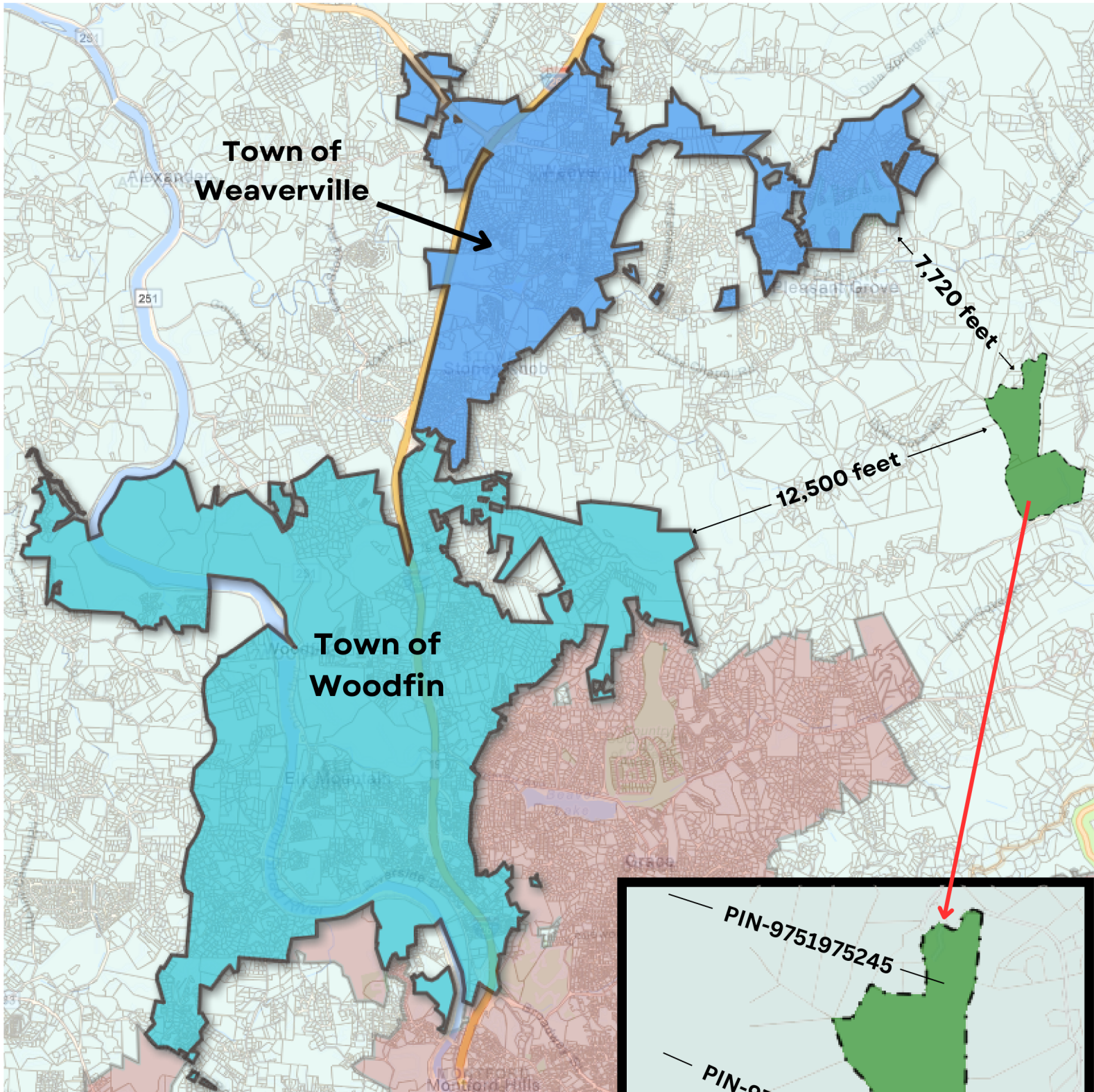
BUNCOMBE COUNTY

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

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

Notary Public
My commission expires:
[Notary Seal]

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



SUBJECT PROPERTIES

164

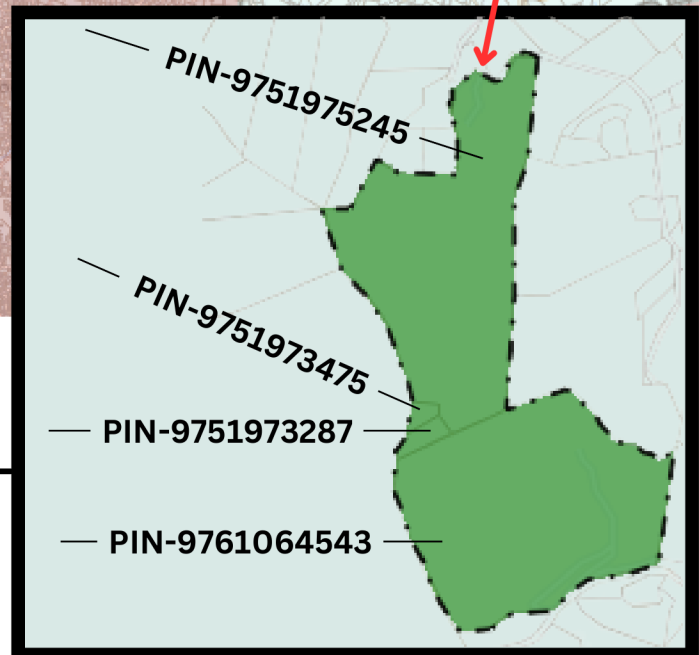


EXHIBIT "B"

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

TRACT 1:

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

TRACT 2:

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

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

TRACT 3:

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

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

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

TRACT 4:

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

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

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

Known as 99999 Mundy Cove Road, Asheville, NC:

TRACT 1 – 1.9 Acres – 9751-97-3287

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

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

TRACT 2 – 1.25 Acres – 9751-97-3475

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

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

TRACT 3 – 93 Acres – 9751-97-5245

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

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

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

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

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

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

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

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: April 24, 2023
SUBJECT: Code Amendment – Nonconforming Lots, Table of Dimensional Requirements, Mapping Standards
PRESENTER: Planning Director
ATTACHMENTS: Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

One of the items that Town Council indicated was high priority in the Comprehensive Land Use Plan was reviewing regulations regarding nonconforming lots. Staff has also proposed more technical changes related to the Table of Dimensional Requirements as it relates to the calculation of density, and the applicability of Mapping Standards.

To that end, on February 7 and March 7, the Planning Board reviewed both the current regulations and the attached proposed text amendment to Town Code Chapter 20. At the conclusion of its review the Planning Board unanimously found that the proposed text amendments are consistent with the Town’s Comprehensive Plan and reasonable and recommended adoption of same.

These proposed amendments were also discussed at the joint meeting of Town Council and the Planning Board held on March 14.

Now that Town Council has provided an opportunity for the public to comment on the proposed amendments, it is appropriate for Town Council to consider taking action on those amendments.

TOWN COUNCIL ACTION REQUESTED:

The following motion is recommended:

*I move that Town Council adopt the **Ordinance Amending Weaverville Town Code Chapter 20 Concerning Nonconforming Lots, Table of Dimensional Requirements as it Relates to Calculation Of Density, and the Applicability of Mapping Standards***

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20
CONCERNING NONCONFORMING LOTS, TABLE OF DIMENSIONAL REQUIREMENTS AS
IT RELATES TO CALCULATION OF DENSITY, AND APPLICABILITY
OF MAPPING STANDARDS**

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

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

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

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

WHEREAS, after proper notice the Town Council held a public hearing on April 24, 2023, in order to receive input from the public on these amendments;

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

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

Sec. 20-1602. Nonconforming lots.

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

Sec. 20-3206. Table of dimensional requirements.

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

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

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

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

Additional Notes corresponding to the table:

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

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

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

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

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

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

Sec. 20-1120. – Mapping Standards.

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

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

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

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

JAMES ELLER, Town Clerk

JENNIFER O. JACKSON, Town Attorney

Town of Weaverville
Town Council Agenda Item

Date of Meeting: April 24, 2023
Subject: FY 2023-2024 Budget & Set Public Hearing
Presenter: Town Manager Coffey
Attachments: No attachments

Description:

The Town Manager will present the proposed FY 2023-2024 and ask that Town Council formally set the public hearing on the budget for Monday, May 22, 2023 at 6pm.

Action Requested:

The Town Manager recommends that Town Council officially set the public hearing on the budget for Monday, May 22, 2023 at 6pm, Town Hall Council Chambers.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, April 24, 2023

Subject: Planning Department Report for the 1st Quarter of Calendar Year 2023

Presenter: Planning Director

Attachments: Planning Department Report

Description:

Attached you will find a report reflective of permits issued in January, February, and March 2023 and Planning Board and Board of Adjustment activity during the same time.

Action Requested:

None



Planning Department Report – Q1, 2023

Total Zoning Permits Issued: 22

Residential:

Single family dwellings: 3 Internal upfit or accessory structure: 15

Commercial:

New Commercial: 0 Internal upfit or accessory structure: 4

Sign Permits: 0

Planning Board Activity

January: The Board offered a favorable recommendation to Town Council on two projects commonly known as 171 Monticello Road and 480 Reems Creek Road.

February: The Board considered and deliberated two proposed text amendments related to nonconforming lots and a technical change to the table of dimensional requirements.

March: The Board offered a favorable recommendation to Town Council on three proposed text amendments related to nonconforming lots, the table of dimensional requirements and mapping standards. The Board also began discussions related to a comprehensive review of the table of uses. A joint meeting of the Board and Town Council was also held.

Board of Adjustment Activity

March: The Board considered and granted variance from the front yard setback established by the R-1 zoning district for the property commonly known as 1 West Cove Road. The Board also considered and granted a variance to build upon two preexisting nonconforming lots which are presently unaddressed on Phipps Street.

Update on Properties or Projects

Creekside Village: Originally approved via a special use permit in 2007, Creekside Village is nearing completion with the last remaining lot achieving a zoning permit for construction in early February.

Ambler Chase: Achieving final plat approval in mid-2021, each lot has been issued a zoning permit for construction with most lots nearing substantial completion.

Madison/Weaver Apartments: Achieving a voluntary annexation and initial zoning of R-3 for the properties located at 60 Ollie Weaver Road in mid-2022, plans have been submitted to town and county staff for review. The town's technical review committee has reviewed the plans for the project and offered comment to the project's civil engineers to ensure compliance with various sections of municipal ordinance and relevant federal and state laws, rules and regulations.

Meribel Apartments (171 Monticello Road): Staff is in continued discussions with the developer and their civil engineers in the build up to plan submittal.

Starbucks: Achieving a zoning permit for construction in mid-2021, the project has recently renewed the expired permit and hopes to begin construction of a standalone facility within Weaverville Plaza (Publix – Big Lots). Once completed the project will occupy the space where the cashpoints atm is currently located.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: April 24, 2023
Subject: Departmental Quarterly Report: Finance
Presenter: Town Finance Director
Attachments: Quarterly Report – 3rd Quarter FY 2023

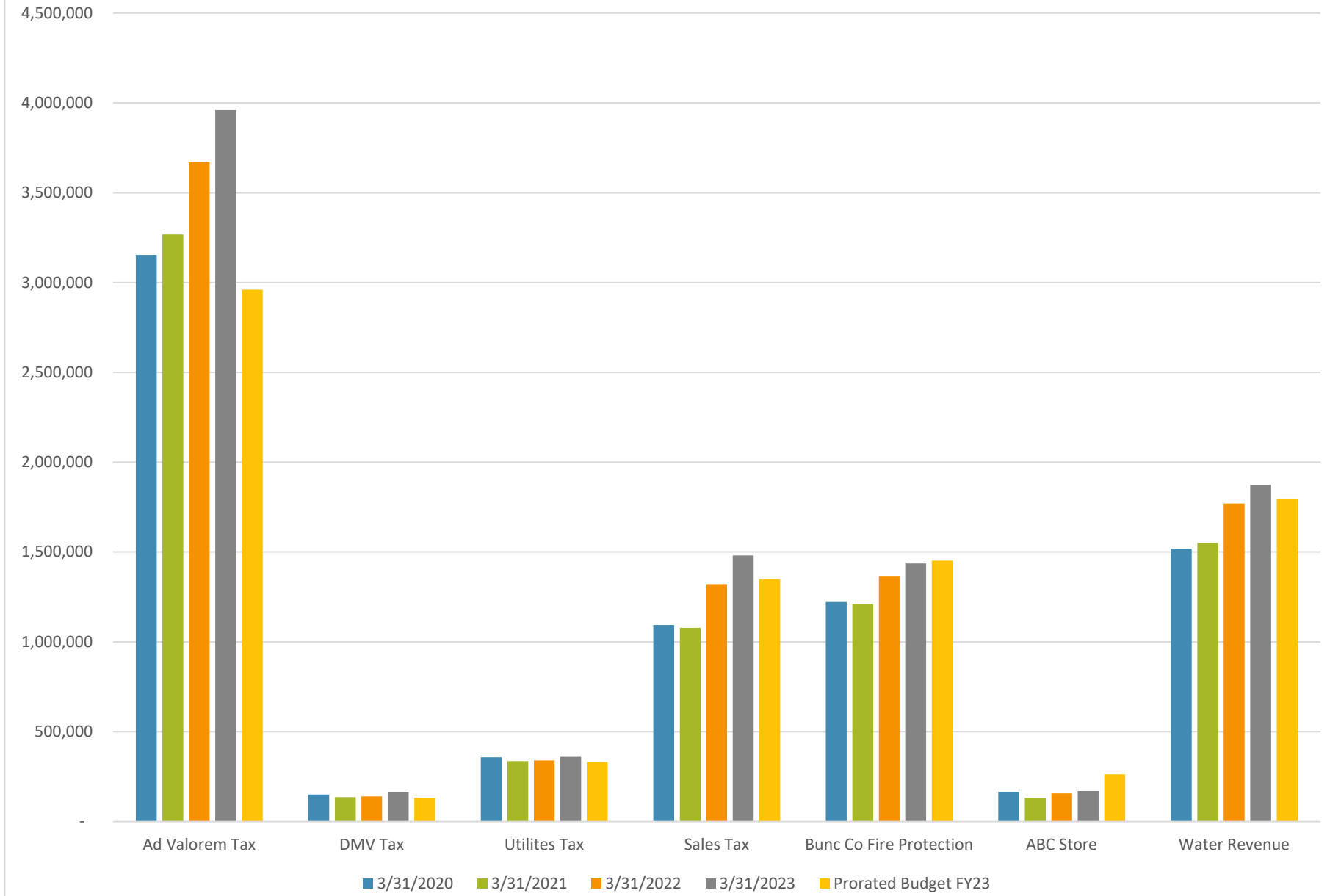
Description:

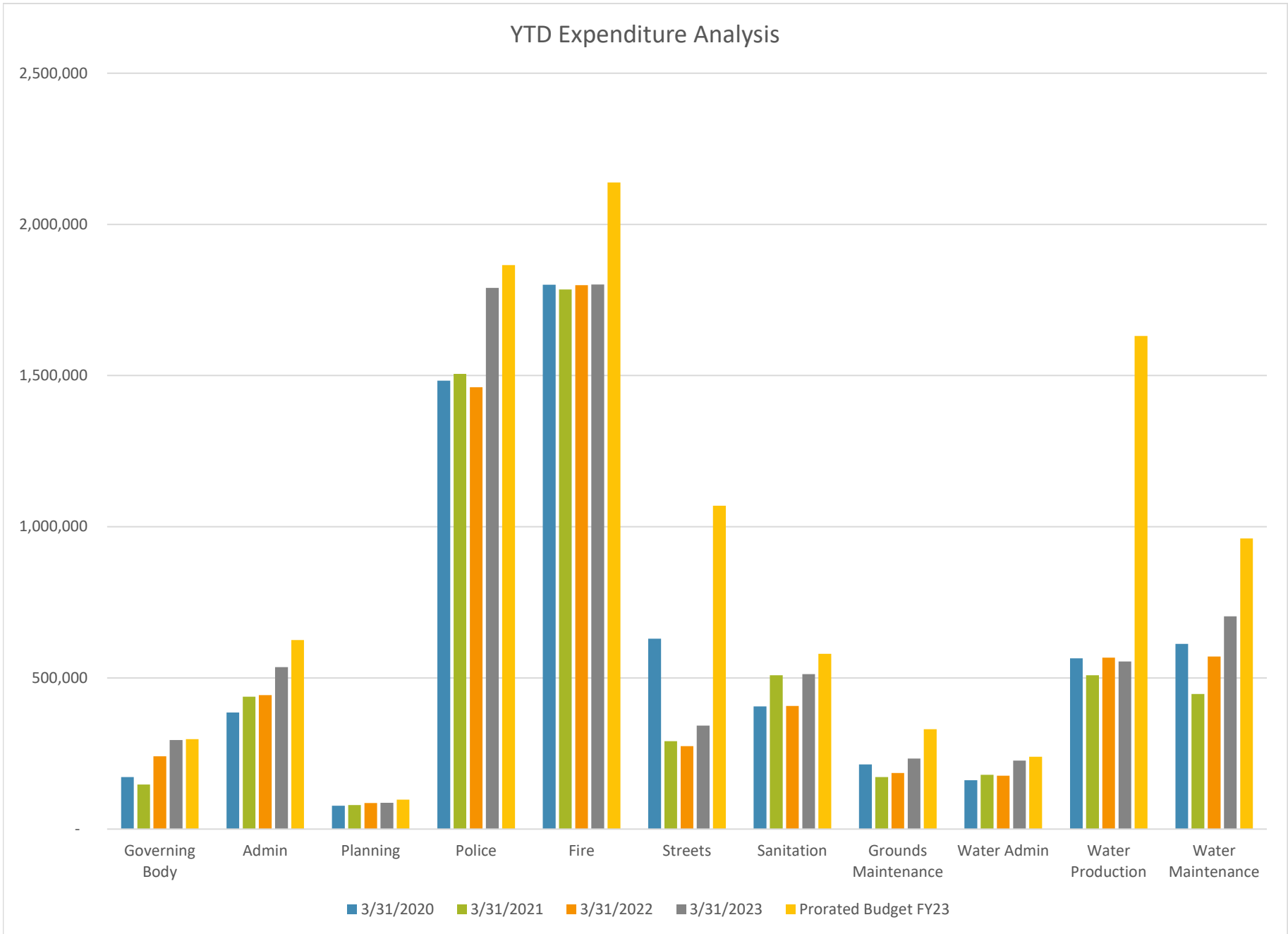
Attached please find the Finance Department’s quarterly report, with charts summarizing revenues and expenditures as of 3/31/2023, as well as an updated summary of the Recreation Complex Project, the Water Treatment Plant Expansion Project, and the ARP Grant Fund Project.

Council Action Requested:

No action requested.

YTD Revenue Analysis





TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
010-004-300-04010 PRIOR YEAR TAX REVEI	572.13	1,382.63	6,000.00	77
010-004-300-04020 AD VALOREM TAX REV]	1,966,305.00	3,959,672.00	3,947,191.00	0
010-004-300-04025 DMV TAX REVENUE	46,441.33	162,576.39	178,320.00	9
010-004-300-04030 TAX PENALTIES & INTE	5,357.85	7,274.98	6,000.00	-21
010-004-300-05010 UTILITIES TAX	116,481.21	359,726.79	441,727.00	19
010-004-300-05040 BEER & WINE TAX	0.00	0.00	17,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	0.00	134,558.21	131,875.00	-2
010-004-300-05060 LOCAL GOVT SALES TA	503,645.76	1,480,463.02	1,798,368.00	18
010-004-300-06040 ABC STORE DISTRIBUTI	89,710.66	169,829.94	350,000.00	51
010-004-300-06045 ABC STORE - ALCOHOL	3,436.23	6,774.05	6,774.05	0
010-004-300-06050 ABC STORE - POLICE DE	2,454.45	4,838.60	4,838.60	0
010-004-300-09015 CELL TOWER REVENUE	5,562.84	16,688.52	22,300.00	25
010-004-300-09020 MISCELLANEOUS REVE	4,696.47	9,512.44	5,000.00	-90
010-004-300-09022 CONTRIBUTIONS COMM	96.02	1,188.06	0.00	0
010-004-300-09026 CONTRIBUTIONS FIRE C	0.00	75.96	0.00	0
010-004-300-09028 COPS FOR KIDS	0.00	16,570.00	16,570.00	0
010-004-300-09030 INTEREST EARNED	91,066.43	168,599.87	80,980.00	-108
010-004-300-09031 INTEREST EARNED POW	7,693.44	16,112.18	8,402.00	-92
010-004-300-09040 PLANNING & ZONING FI	2,300.00	8,160.40	18,000.00	55
010-004-300-09041 FACILITY USE RENTAL I	20,095.00	44,160.50	40,000.00	-10
010-004-300-09043 PROPERTY INSURANCE	19,778.91	19,778.91	19,778.91	0
010-004-300-09044 PARKING ENFORCEMEN	205.00	2,095.00	2,000.00	-5
010-004-300-09045 FIRE INSPECTION FEES	0.00	200.00	0.00	0
010-004-300-09050 SALE OF PROPERTY	86,812.00	125,294.40	148,278.00	16
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	866,532.04	100
030-004-300-08010 WATER REVENUE	572,124.05	1,872,844.93	2,390,850.00	22
030-004-300-08020 MISCELLANEOUS REVE	5,970.00	13,400.00	20,000.00	33
030-004-300-08030 WATER TAPS	4,800.00	14,400.00	26,250.00	45
030-004-300-08040 SYSTEM DEVELOPMEN]	20,088.00	52,452.00	55,800.00	6
030-004-300-08060 FEES FOR MSD COLLEC	24,833.76	54,989.08	68,000.00	19
030-004-300-09030 INTEREST EARNED	0.00	33,157.63	37,020.00	10
030-004-310-09900 APPROPRIATED FUND B	0.00	0.00	1,492,403.28	100
040-004-300-09026 CONTRIBUTIONS FIRE C	0.00	0.00	75.96	100
040-004-300-09045 FIRE INSPECTION FEEES	0.00	0.00	500.00	100
040-004-610-09900 BUNC CO FIRE PROTECT]	483,213.04	1,436,571.34	1,936,906.00	26
TOTAL REVENUE	4,083,739.58	10,193,347.83	14,143,739.84	28
OTHER FINANCING SOURCE:				
040-000-300-60010 TRANSFER FROM GENEI	0.00	0.00	53,541.00	100
TOTAL OTHER FINANCING SOURCE	0.00	0.00	53,541.00	100
AFTER TRANSFERS	4,083,739.58	10,193,347.83	14,197,280.84	

320 TRANSFERS

OTHER FINANCING USE:

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Page 1

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-004-320-09962 TRANSFER TO CAP RES	0.00	0.00	75,000.00	100
010-004-320-60500 TRANSFER TO Nbfd SPI	0.00	0.00	53,541.00	100
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>0.00</u>	<u>128,541.00</u>	<u>100</u>
AFTER TRANSFERS	<u><u>0.00</u></u>	<u><u>0.00</u></u>	<u><u>-128,541.00</u></u>	
411 GOVERNING BODY				
EXPENDITURE:				
010-410-411-12100 SALARIES & WAGES	5,550.00	16,650.00	22,200.00	25
010-410-411-12110 SALARIES & WAGES - LI	19,615.38	62,423.11	86,670.00	28
010-410-411-18100 FICA	1,931.49	6,069.01	8,329.00	27
010-410-411-18200 RETIREMENT	2,391.10	7,610.99	10,487.00	27
010-410-411-18210 401-K MATCH	1,176.93	3,745.40	5,200.00	28
010-410-411-18300 HEALTH INSURANCE	2,050.59	6,151.77	9,000.00	32
010-410-411-18500 EMPLOYEE INCENTIVE	0.00	0.00	10,000.00	100
010-410-411-19000 PROFESSIONAL SERVICE	17,528.59	63,171.12	77,800.00	19
010-410-411-19500 CONTRACT LABOR	850.00	1,450.00	15,000.00	90
010-410-411-26000 SUPPLIES / MATERIALS	0.00	74.95	500.00	85
010-410-411-31000 TRAVEL & TRAINING	809.28	1,994.28	1,200.00	-66
010-410-411-35100 BUILDING REPAIR / MAI	11,006.42	34,494.02	38,056.67	9
010-410-411-39100 ADVERTISING	860.00	2,411.00	4,500.00	46
010-410-411-39200 NEWS LETTERS	0.00	50.00	1,000.00	95
010-410-411-39300 PRINTING	0.00	498.96	600.00	17
010-410-411-39500 DUES & SUBSCRIPTIONS	324.20	364.20	500.00	27
010-410-411-39510 COMMUNITY PROMOTI	16,962.75	61,973.43	75,000.00	17
010-410-411-39530 PUBLIC WI-FI	4,500.00	13,500.00	18,000.00	25
010-410-411-40450 INSURANCE	0.00	224.48	630.00	64
010-410-411-50100 SMALL EQUIPMENT	11,386.69	11,386.69	12,000.00	5
TOTAL EXPENDITURE	<u>96,943.42</u>	<u>294,243.41</u>	<u>396,672.67</u>	<u>26</u>
BEFORE TRANSFERS	<u><u>-96,943.42</u></u>	<u><u>-294,243.41</u></u>	<u><u>-396,672.67</u></u>	
AFTER TRANSFERS	<u><u>-96,943.42</u></u>	<u><u>-294,243.41</u></u>	<u><u>-396,672.67</u></u>	

412 ADMINISTRATION

EXPENDITURE:

010-410-412-12100 SALARIES & WAGES	78,326.33	232,419.52	369,355.00	37
010-410-412-18100 FICA	5,821.59	17,236.61	28,256.00	39
010-410-412-18200 RETIREMENT	9,547.98	28,338.54	44,692.00	37
010-410-412-18210 401-K MATCH	4,699.60	13,944.19	22,161.00	37
010-410-412-18300 HEALTH INSURANCE	8,632.78	26,352.29	53,326.00	51
010-410-412-18400 RETIREE HEALTH INSUR	2,150.19	6,501.34	10,117.00	36
010-410-412-19000 PROFESSIONAL SERVICE	14,949.63	29,090.91	89,000.00	67
010-410-412-19600 TAX COLLECTION FEES	39,444.71	79,366.61	78,944.00	-1
010-410-412-25000 VEHICLE SUPPLIES	220.29	926.53	1,100.00	16
010-410-412-26000 SUPPLIES / MATERIALS	4,444.14	15,613.95	18,000.00	13
010-410-412-31000 TRAVEL & TRAINING	1,457.44	5,592.07	10,000.00	44

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Page 2

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-412-32100 TELEPHONE / INTERNET	5,606.76	13,799.73	14,260.00	3
010-410-412-32500 POSTAGE	438.48	2,002.97	3,000.00	33
010-410-412-33100 UTILITIES	2,135.30	4,998.60	5,800.00	14
010-410-412-35100 BUILDING REPAIR / MAINTENANCE	10,198.68	35,897.26	42,056.67	15
010-410-412-35200 EQUIPMENT MAINTENANCE	910.73	3,323.51	5,000.00	34
010-410-412-35300 VEHICLE MAINTENANCE	57.93	57.93	2,000.00	97
010-410-412-39100 ADVERTISING	0.00	0.00	500.00	100
010-410-412-39500 DUES & SUBSCRIPTIONS	353.71	2,044.50	4,600.00	56
010-410-412-39600 BANK SERVICE CHARGES	-359.19	6,149.48	9,200.00	33
010-410-412-39800 ESC REIMBURSEMENT	0.00	2,886.56	8,000.00	64
010-410-412-40450 INSURANCE	0.00	5,781.68	9,459.00	39
010-410-412-50100 SMALL EQUIPMENT	1,887.32	3,264.82	5,000.00	35
TOTAL EXPENDITURE	<u>190,924.40</u>	<u>535,589.60</u>	<u>833,826.67</u>	<u>36</u>
BEFORE TRANSFERS	<u>-190,924.40</u>	<u>-535,589.60</u>	<u>-833,826.67</u>	
AFTER TRANSFERS	<u>-190,924.40</u>	<u>-535,589.60</u>	<u>-833,826.67</u>	

413 PLANNING

EXPENDITURE:

010-410-413-12100 SALARIES & WAGES	18,750.66	59,785.07	85,876.00	30
010-410-413-18100 FICA	1,440.42	4,592.45	6,570.00	30
010-410-413-18200 RETIREMENT	2,285.71	7,289.52	10,391.00	30
010-410-413-18210 401-K MATCH	1,125.03	3,587.08	5,153.00	30
010-410-413-18300 HEALTH INSURANCE	2,045.97	6,136.81	9,284.00	34
010-410-413-19000 PROFESSIONAL SERVICES	942.69	2,045.83	2,000.00	-2
010-410-413-25000 VEHICLE SUPPLIES	27.47	112.90	1,200.00	91
010-410-413-26000 SUPPLIES / MATERIALS	31.99	242.74	500.00	51
010-410-413-31000 TRAVEL & TRAINING	582.88	831.88	1,300.00	36
010-410-413-32100 TELEPHONE / INTERNET	472.31	1,401.66	2,000.00	30
010-410-413-32500 POSTAGE	0.00	0.00	1,000.00	100
010-410-413-35300 VEHICLE MAINTENANCE	0.00	0.00	3,000.00	100
010-410-413-39100 ADVERTISING	336.41	900.42	1,000.00	10
010-410-413-40450 INSURANCE	0.00	469.47	573.00	18
TOTAL EXPENDITURE	<u>28,041.54</u>	<u>87,395.83</u>	<u>129,847.00</u>	<u>33</u>
BEFORE TRANSFERS	<u>-28,041.54</u>	<u>-87,395.83</u>	<u>-129,847.00</u>	
AFTER TRANSFERS	<u>-28,041.54</u>	<u>-87,395.83</u>	<u>-129,847.00</u>	

431 POLICE

EXPENDITURE:

010-430-431-12100 SALARIES & WAGES	275,697.78	853,585.37	1,239,956.00	31
010-430-431-12500 SEPARATION ALLOWANCE	13,801.98	43,706.27	62,800.00	30
010-430-431-18100 FICA	21,046.77	65,171.54	95,071.00	31
010-430-431-18200 RETIREMENT	35,857.05	110,805.25	154,574.00	28
010-430-431-18210 401-K MATCH	15,257.82	47,449.42	70,797.00	33

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Page 3

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-430-431-18300 HEALTH INSURANCE	41,441.60	127,368.16	179,935.00	29
010-430-431-18400 RETIREE HEALTH INSURANCE	7,341.23	19,501.49	29,250.00	33
010-430-431-19000 PROFESSIONAL SERVICES	34,655.63	57,463.17	111,158.00	48
010-430-431-19600 COUNTY DISPATCH FEE	15,159.00	45,477.00	60,636.00	25
010-430-431-25000 VEHICLE SUPPLIES	15,815.69	32,931.07	60,600.00	46
010-430-431-26000 SUPPLIES / MATERIALS	2,426.51	10,709.40	8,000.00	-34
010-430-431-26400 ALCOHOL EDUCATION & TRAINING	34,402.58	39,659.84	39,659.84	0
010-430-431-26450 ABC LAW ENFORCEMENT TRAINING	17,368.32	17,368.32	17,368.32	0
010-430-431-26608 COPS FOR KIDS	20,000.00	20,075.00	20,742.26	3
010-430-431-26900 UNIFORMS	2,349.46	8,729.31	10,000.00	13
010-430-431-31000 TRAVEL & TRAINING	1,572.97	4,651.96	4,000.00	-16
010-430-431-32100 TELEPHONE / INTERNET	5,926.72	17,780.11	23,228.00	23
010-430-431-32500 POSTAGE	4.12	22.52	200.00	89
010-430-431-33100 UTILITIES	650.93	2,964.10	5,640.00	47
010-430-431-35100 BUILDING REPAIR / MAINTENANCE	12,062.19	25,376.14	26,616.66	5
010-430-431-35200 EQUIPMENT MAINTENANCE	1,283.54	3,703.77	3,500.00	-6
010-430-431-35300 VEHICLE MAINTENANCE	11,976.42	22,308.50	20,000.00	-12
010-430-431-40450 INSURANCE	438.30	41,886.63	53,156.00	21
010-430-431-50100 SMALL EQUIPMENT	22,005.11	34,850.62	44,857.52	22
010-430-431-50500 CAPITAL EQUIPMENT	50,649.27	136,607.23	145,310.91	6
TOTAL EXPENDITURE	<u>659,190.99</u>	<u>1,790,152.19</u>	<u>2,487,056.51</u>	<u>28</u>
BEFORE TRANSFERS	<u>-659,190.99</u>	<u>-1,790,152.19</u>	<u>-2,487,056.51</u>	
AFTER TRANSFERS	<u>-659,190.99</u>	<u>-1,790,152.19</u>	<u>-2,487,056.51</u>	

434 FIRE

EXPENDITURE:

040-430-434-12100 SALARIES & WAGES	329,383.94	1,021,231.52	1,587,724.00	36
040-430-434-12800 RELIEF PAY	11,765.00	47,286.50	109,778.00	57
040-430-434-18100 FICA	24,857.85	77,896.07	134,219.00	42
040-430-434-18200 RETIREMENT	40,151.89	124,852.71	198,043.00	37
040-430-434-18210 401-K MATCH	16,081.27	49,694.79	98,203.00	49
040-430-434-18300 HEALTH INSURANCE	53,112.02	148,921.35	250,108.00	40
040-430-434-18400 RETIREE HEALTH INSURANCE	2,150.19	6,450.57	9,017.00	28
040-430-434-19000 PROFESSIONAL SERVICES	4,341.45	16,974.35	21,730.00	22
040-430-434-25000 VEHICLE SUPPLIES	8,880.95	18,337.69	36,200.00	49
040-430-434-26000 SUPPLIES / MATERIALS	1,818.67	7,951.25	12,000.00	34
040-430-434-26100 MEDICAL VACCINATIONS	5,200.00	5,210.00	12,000.00	57
040-430-434-26150 PREVENTION SUPPLIES	767.89	4,218.88	6,000.00	30
040-430-434-26260 MEDICAL EQUIP & SUPPLIES	2,491.85	11,306.73	12,000.00	6
040-430-434-26600 CONTRIBUTORY EXPENSES	0.00	0.00	75.96	100
040-430-434-26900 UNIFORMS	3,654.12	4,587.27	12,000.00	62
040-430-434-31000 TRAVEL & TRAINING	8,254.03	14,947.94	16,000.00	7
040-430-434-32100 TELEPHONE / INTERNET	5,940.97	17,668.45	22,785.00	22
040-430-434-33100 UTILITIES	6,069.10	12,635.61	15,800.00	20
040-430-434-35100 BUILDING REPAIR / MAINTENANCE	3,751.81	33,049.37	40,000.00	17

TONYA
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04/17/2023 5:11:13PM

Page 4

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
040-430-434-35200 EQUIPMENT MAINTENA	3,904.39	7,512.70	20,000.00	62
040-430-434-35300 VEHICLE MAINTENANC	15,669.96	39,791.44	45,000.00	12
040-430-434-39500 DUES & SUBSCRIPTIONS	1,899.40	10,829.99	12,000.00	10
040-430-434-40450 INSURANCE	0.00	86,610.65	103,966.00	17
040-430-434-50100 SMALL EQUIPMENT	4,056.46	33,539.68	77,000.00	56
TOTAL EXPENDITURE	<u>554,203.21</u>	<u>1,801,505.51</u>	<u>2,851,648.96</u>	<u>37</u>
BEFORE TRANSFERS	<u>-554,203.21</u>	<u>-1,801,505.51</u>	<u>-2,851,648.96</u>	
AFTER TRANSFERS	<u>-554,203.21</u>	<u>-1,801,505.51</u>	<u>-2,851,648.96</u>	
451 STREETS				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	41,924.45	144,933.37	231,974.00	38
010-450-451-18100 FICA	3,107.35	10,727.81	17,746.00	40
010-450-451-18200 RETIREMENT	5,110.61	17,661.79	28,069.00	37
010-450-451-18210 401-K MATCH	1,882.03	7,602.14	13,918.00	45
010-450-451-18300 HEALTH INSURANCE	6,809.26	22,356.70	43,737.00	49
010-450-451-19000 PROFESSIONAL SERVICES	1,979.50	2,676.96	7,500.00	64
010-450-451-19500 CONTRACT LABOR	0.00	0.00	36,000.00	100
010-450-451-19900 CONTRACT WORK	2,450.00	18,300.00	33,000.00	45
010-450-451-25000 VEHICLE SUPPLIES	1,695.64	4,152.37	11,500.00	64
010-450-451-26000 SUPPLIES / MATERIALS	4,495.78	22,876.69	48,550.00	53
010-450-451-26500 SAFETY MATERIALS	339.90	1,018.13	4,000.00	75
010-450-451-26900 UNIFORMS	0.00	2,075.50	3,000.00	31
010-450-451-31000 TRAVEL & TRAINING	1,003.37	2,609.12	5,000.00	48
010-450-451-32100 TELEPHONE / INTERNET	750.07	2,227.45	3,000.00	26
010-450-451-33100 UTILITIES	12,313.43	33,827.82	56,000.00	40
010-450-451-35100 BUILDING REPAIR / MAINTENANCE	125.00	865.00	2,000.00	57
010-450-451-35200 EQUIPMENT MAINTENANCE	383.00	5,285.33	6,500.00	19
010-450-451-35300 VEHICLE MAINTENANCE	255.00	468.31	6,000.00	92
010-450-451-39500 DUES & SUBSCRIPTIONS	0.00	0.00	500.00	100
010-450-451-40450 INSURANCE	1,000.00	10,662.06	11,979.00	11
010-450-451-50100 SMALL EQUIPMENT	0.00	0.00	3,000.00	100
010-450-451-50300 CAPITAL IMPROVEMENTS	0.00	0.00	825,000.00	100
010-450-451-50500 CAPITAL EQUIPMENT	20,500.00	32,046.06	28,579.61	-12
TOTAL EXPENDITURE	<u>106,124.39</u>	<u>342,372.61</u>	<u>1,426,552.61</u>	<u>76</u>
BEFORE TRANSFERS	<u>-106,124.39</u>	<u>-342,372.61</u>	<u>-1,426,552.61</u>	
AFTER TRANSFERS	<u>-106,124.39</u>	<u>-342,372.61</u>	<u>-1,426,552.61</u>	
459 POWELL BILL				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	2,053.21	6,642.42	9,110.00	27
010-450-459-18100 FICA	148.15	479.87	697.00	31
010-450-459-18200 RETIREMENT	250.28	806.85	1,102.00	27

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04/17/2023 5:11:13PM

Page 5

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-450-459-18210 401-K MATCH	77.22	245.28	547.00	55
010-450-459-18300 HEALTH INSURANCE	246.30	738.81	1,348.00	45
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	0.00	291,385.00	100
TOTAL EXPENDITURE	<u>2,775.16</u>	<u>8,913.23</u>	<u>304,189.00</u>	<u>97</u>
BEFORE TRANSFERS	<u>-2,775.16</u>	<u>-8,913.23</u>	<u>-304,189.00</u>	
AFTER TRANSFERS	<u>-2,775.16</u>	<u>-8,913.23</u>	<u>-304,189.00</u>	
471 SANITATION				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	62,242.02	201,014.13	283,393.00	29
010-470-471-18100 FICA	4,568.16	14,762.18	21,680.00	32
010-470-471-18200 RETIREMENT	6,820.32	23,098.74	34,291.00	33
010-470-471-18210 401-K MATCH	2,519.29	8,577.65	17,004.00	50
010-470-471-18300 HEALTH INSURANCE	12,395.83	39,659.53	63,402.00	37
010-470-471-19000 PROFESSIONAL SERVICI	1,079.26	2,280.90	2,000.00	-14
010-470-471-19500 CONTRACT LABOR	0.00	0.00	45,000.00	100
010-470-471-25000 VEHICLE SUPPLIES	12,248.40	19,963.10	27,000.00	26
010-470-471-26000 SUPPLIES / MATERIALS	852.72	4,498.44	16,078.00	72
010-470-471-26500 SAFETY MATERIALS	1,164.80	3,296.92	9,000.00	63
010-470-471-26900 UNIFORMS	0.00	3,569.11	8,000.00	55
010-470-471-32100 TELEPHONE / INTERNET	458.23	1,363.65	1,800.00	24
010-470-471-33100 UTILITIES	572.70	1,868.26	4,000.00	53
010-470-471-35100 BUILDING REPAIR / MAI	0.00	0.00	2,000.00	100
010-470-471-35200 EQUIPMENT MAINTENA	1,390.21	10,919.09	14,000.00	22
010-470-471-35300 VEHICLE MAINTENANC	2,227.96	21,732.47	21,000.00	-3
010-470-471-40100 TIPPING FEES	17,129.05	46,722.82	70,000.00	33
010-470-471-40450 INSURANCE	0.00	25,741.58	40,040.00	36
010-470-471-50100 SMALL EQUIPMENT	0.00	0.00	5,000.00	100
010-470-471-50500 CAPITAL EQUIPMENT	0.00	83,663.00	88,000.00	5
TOTAL EXPENDITURE	<u>125,668.95</u>	<u>512,731.57</u>	<u>772,688.00</u>	<u>34</u>
BEFORE TRANSFERS	<u>-125,668.95</u>	<u>-512,731.57</u>	<u>-772,688.00</u>	
AFTER TRANSFERS	<u>-125,668.95</u>	<u>-512,731.57</u>	<u>-772,688.00</u>	
473 STORMWATER MANAGEMENT				
EXPENDITURE:				
010-470-473-12100 SALARIES & WAGES	4,112.38	13,796.91	42,965.00	68
010-470-473-18100 FICA	304.36	1,023.30	3,287.00	69
010-470-473-18200 RETIREMENT	501.29	1,675.53	5,199.00	68
010-470-473-18210 401-K MATCH	246.74	833.80	2,578.00	68
010-470-473-18300 HEALTH INSURANCE	843.57	2,529.91	2,156.00	-17
010-470-473-19000 PROFESSIONAL SERVICI	0.00	546.25	5,000.00	89
010-470-473-31000 TRAVEL / TRAINING	0.00	0.00	2,000.00	100
010-470-473-39500 DUES AND SUBSCRIPTIC	1,026.00	1,126.00	1,500.00	25

TONYA
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04/17/2023 5:11:13PM

Page 6

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-470-473-50300 CAPITAL IMPROVEMEN'	0.00	0.00	75,000.00	100
010-470-473-50500 CAPITAL EQUIPMENT	0.00	0.00	10,628.00	100
TOTAL EXPENDITURE	7,034.34	21,531.70	150,313.00	86
BEFORE TRANSFERS	-7,034.34	-21,531.70	-150,313.00	
AFTER TRANSFERS	-7,034.34	-21,531.70	-150,313.00	
612 GROUNDS MAINTENANCE				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	32,433.01	105,998.96	141,079.00	25
010-600-612-18100 FICA	2,103.89	6,950.75	10,793.00	36
010-600-612-18200 RETIREMENT	3,553.65	11,759.02	17,071.00	31
010-600-612-18210 401-K MATCH	1,225.71	3,989.30	8,465.00	53
010-600-612-18300 HEALTH INSURANCE	6,324.13	19,222.87	23,928.00	20
010-600-612-19000 PROFESSIONAL SERVICI	1,035.67	2,363.69	3,000.00	21
010-600-612-19500 CONTRACT LABOR	0.00	0.00	41,600.00	100
010-600-612-19900 CONTRACT WORK	1,236.83	6,354.89	12,000.00	47
010-600-612-25000 VEHICLE SUPPLIES	1,319.35	2,243.54	6,000.00	63
010-600-612-26000 SUPPLIES / MATERIALS	6,531.31	31,319.16	41,178.14	24
010-600-612-26500 SAFETY MATERIALS	140.00	701.55	2,500.00	72
010-600-612-26900 UNIFORMS	0.00	1,288.46	2,800.00	54
010-600-612-32100 TELEPHONE / INTERNET	375.03	1,155.13	1,380.00	16
010-600-612-33100 UTILITIES	3,648.51	7,586.94	12,500.00	39
010-600-612-35100 BUILDING REPAIR / MAI	0.00	0.00	1,000.00	100
010-600-612-35200 EQUIPMENT MAINTENA	222.27	4,971.40	5,000.00	1
010-600-612-35300 VEHICLE MAINTENANC	495.00	606.51	1,100.00	45
010-600-612-40450 INSURANCE	33.25	4,664.24	7,560.00	38
010-600-612-50100 SMALL EQUIPMENT	0.00	0.00	1,500.00	100
010-600-612-50300 CAPITAL IMPROVEMEN'	2,300.00	22,496.48	100,000.00	78
TOTAL EXPENDITURE	62,977.61	233,672.89	440,454.14	47
BEFORE TRANSFERS	-62,977.61	-233,672.89	-440,454.14	
AFTER TRANSFERS	-62,977.61	-233,672.89	-440,454.14	

614 COMMUNITY CENTER

EXPENDITURE:

010-600-614-12100 SALARIES & WAGES	11,463.12	37,015.05	52,773.00	30
010-600-614-18100 FICA	871.72	2,814.91	4,037.00	30
010-600-614-18200 RETIREMENT	1,397.35	4,513.81	6,386.00	29
010-600-614-18210 401-K MATCH	687.78	2,220.89	3,166.00	30
010-600-614-18300 HEALTH INSURANCE	2,117.07	6,348.57	10,120.00	37
010-600-614-19000 PROFESSIONAL SERVICI	1,158.38	2,646.49	4,800.00	45
010-600-614-26000 SUPPLIES / MATERIALS	3,667.45	5,445.51	8,000.00	32
010-600-614-32100 TELEPHONE / INTERNET	2,506.01	7,727.70	11,930.00	35
010-600-614-33100 UTILITIES	2,504.35	5,833.57	9,800.00	40

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-600-614-35100 BUILDING REPAIR / MAI	2,943.41	7,644.66	9,000.00	15
010-600-614-35200 EQUIPMENT MAINTENA	290.00	290.00	2,000.00	86
010-600-614-40450 INSURANCE	0.00	4,007.57	4,620.00	13
TOTAL EXPENDITURE	<u>29,606.64</u>	<u>86,508.73</u>	<u>126,632.00</u>	<u>32</u>
BEFORE TRANSFERS	<u>-29,606.64</u>	<u>-86,508.73</u>	<u>-126,632.00</u>	
AFTER TRANSFERS	<u>-29,606.64</u>	<u>-86,508.73</u>	<u>-126,632.00</u>	
711 WATER ADMINISTRATION				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	32,153.14	102,482.45	119,400.00	14
030-700-711-18100 FICA	2,393.49	7,629.97	9,134.00	16
030-700-711-18200 RETIREMENT	3,919.47	12,500.11	14,447.00	13
030-700-711-18210 401-K MATCH	1,929.19	6,149.97	7,164.00	14
030-700-711-18300 HEALTH INSURANCE	4,866.14	15,078.91	26,612.00	43
030-700-711-19000 PROFESSIONAL SERVICE	45,660.39	53,108.03	99,800.00	47
030-700-711-25000 VEHICLE SUPPLIES	312.75	728.64	2,000.00	64
030-700-711-26000 SUPPLIES / MATERIALS	55.98	3,999.44	3,200.00	-25
030-700-711-26500 SAFETY MATERIALS	152.66	352.46	1,200.00	71
030-700-711-26900 UNIFORMS	0.00	0.00	400.00	100
030-700-711-31000 TRAVEL & TRAINING	257.31	257.31	1,500.00	83
030-700-711-32100 TELEPHONE / INTERNET	1,319.65	3,972.75	4,990.00	20
030-700-711-32500 POSTAGE	3,628.37	9,478.26	13,000.00	27
030-700-711-35300 VEHICLE MAINTENANC	0.00	311.76	1,000.00	69
030-700-711-39500 DUES & SUBSCRIPTIONS	400.00	1,800.00	1,800.00	0
030-700-711-40450 INSURANCE	0.00	8,517.11	11,825.00	28
030-700-711-50100 SMALL EQUIPMENT	0.00	0.00	1,800.00	100
TOTAL EXPENDITURE	<u>97,048.54</u>	<u>226,367.17</u>	<u>319,272.00</u>	<u>29</u>
BEFORE TRANSFERS	<u>-97,048.54</u>	<u>-226,367.17</u>	<u>-319,272.00</u>	
AFTER TRANSFERS	<u>-97,048.54</u>	<u>-226,367.17</u>	<u>-319,272.00</u>	

712 WATER PRODUCTION

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	57,657.40	209,120.04	352,428.00	41
030-700-712-18100 FICA	4,210.39	15,357.10	27,573.00	44
030-700-712-18200 RETIREMENT	7,028.41	25,490.38	43,612.00	42
030-700-712-18210 401-K MATCH	2,747.06	8,918.71	21,626.00	59
030-700-712-18300 HEALTH INSURANCE	10,514.72	33,355.58	51,586.00	35
030-700-712-19000 PROFESSIONAL SERVICE	1,376.32	11,218.67	18,000.00	38
030-700-712-19600 WATER TESTING / MAIN	3,233.00	8,176.00	18,000.00	55
030-700-712-19900 CONTRACT WORK	4,939.00	6,832.05	9,000.00	24
030-700-712-20000 CHEMICALS	31,574.34	54,655.94	85,000.00	36
030-700-712-25000 VEHICLE SUPPLIES	1,177.23	2,311.09	4,500.00	49
030-700-712-26000 SUPPLIES / MATERIALS	1,593.39	3,935.61	9,000.00	56

TONYA
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04/17/2023 5:11:13PM

Page 8

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
030-700-712-26500 SAFETY MATERIALS	270.97	570.97	1,700.00	66
030-700-712-26900 UNIFORMS	0.00	357.00	2,300.00	84
030-700-712-27001 LAB SUPPLIES	4,796.61	15,142.93	20,125.00	25
030-700-712-31000 TRAVEL & TRAINING	1,204.80	2,598.73	3,500.00	26
030-700-712-32100 TELEPHONE / INTERNET	893.30	2,719.64	5,900.00	54
030-700-712-33100 UTILITIES	34,145.20	72,479.64	88,000.00	18
030-700-712-34000 SLUDGE REMOVAL	0.00	58,098.07	58,098.07	0
030-700-712-35100 BUILDING REPAIR / MAINTENANCE	869.22	869.22	22,901.93	96
030-700-712-35200 EQUIPMENT MAINTENANCE	5,015.12	6,348.03	8,000.00	21
030-700-712-35300 VEHICLE MAINTENANCE	482.09	482.09	3,000.00	84
030-700-712-40450 INSURANCE	0.00	9,597.40	14,505.00	34
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	3,786.71	5,495.26	5,808.54	5
030-700-712-50300 CAPITAL IMPROVEMENTS	0.00	0.00	1,294,900.00	100
TOTAL EXPENDITURE	177,515.28	554,130.15	2,175,063.54	75
BEFORE TRANSFERS	-177,515.28	-554,130.15	-2,175,063.54	
AFTER TRANSFERS	-177,515.28	-554,130.15	-2,175,063.54	

713 WATER MAINTENANCE

EXPENDITURE:

030-700-713-12100 SALARIES & WAGES	91,976.25	293,155.20	385,703.00	24
030-700-713-18100 FICA	6,429.26	20,478.79	29,506.00	31
030-700-713-18200 RETIREMENT	11,211.87	35,252.42	46,670.00	24
030-700-713-18210 401-K MATCH	2,519.15	7,952.88	23,142.00	66
030-700-713-18300 HEALTH INSURANCE	17,871.10	53,649.29	74,195.00	28
030-700-713-18400 RETIREE HEALTH INSURANCE	1,916.19	6,748.57	9,017.00	25
030-700-713-19000 PROFESSIONAL SERVICES	1,167.27	3,992.70	25,000.00	84
030-700-713-19500 CONTRACT LABOR	0.00	0.00	31,200.00	100
030-700-713-19900 CONTRACT WORK	1,248.10	1,365.10	20,000.00	93
030-700-713-25000 VEHICLE SUPPLIES	5,344.27	10,508.31	15,370.00	32
030-700-713-26000 SUPPLIES / MATERIALS	21,677.46	56,028.12	105,783.74	47
030-700-713-26500 SAFETY MATERIALS	140.00	1,881.25	4,500.00	58
030-700-713-26900 UNIFORMS	0.00	4,420.40	6,380.00	31
030-700-713-31000 TRAVEL & TRAINING	2,422.85	4,179.85	4,000.00	-4
030-700-713-32100 TELEPHONE / INTERNET	1,288.06	3,847.68	6,000.00	36
030-700-713-33100 UTILITIES	9,785.42	21,621.33	31,000.00	30
030-700-713-35100 BUILDING REPAIR / MAINTENANCE	510.00	5,756.45	8,000.00	28
030-700-713-35200 EQUIPMENT MAINTENANCE	87.55	12,727.19	16,800.00	24
030-700-713-35300 VEHICLE MAINTENANCE	1,013.49	1,244.60	6,900.00	82
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	574.60	1,200.00	52
030-700-713-39500 DUES & SUBSCRIPTIONS	0.00	240.00	900.00	73
030-700-713-40450 INSURANCE	0.00	9,597.38	13,310.00	28
030-700-713-50100 SMALL EQUIPMENT	0.00	2,526.85	8,500.00	70
030-700-713-50300 CAPITAL IMPROVEMENTS	137,745.67	145,780.67	373,875.00	61
030-700-713-50500 CAPITAL EQUIPMENT	0.00	0.00	35,000.00	100

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Page 9

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2022-2023

01/01/2023 TO 03/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
TOTAL EXPENDITURE	314,353.96	703,529.63	1,281,951.74	45
BEFORE TRANSFERS	-314,353.96	-703,529.63	-1,281,951.74	
AFTER TRANSFERS	-314,353.96	-703,529.63	-1,281,951.74	
910 DEBT SERVICE				
EXPENDITURE:				
030-910-910-60020 USDA LOAN PAYMENT-	0.00	0.00	92,425.00	100
030-910-910-60030 RESERVE FOR BOND PA	0.00	15,305.80	206,612.00	93
040-910-910-91061 LOAN PAYMENT - FIRE	0.00	53,540.72	53,541.00	0
TOTAL EXPENDITURE	0.00	68,846.52	352,578.00	80
BEFORE TRANSFERS	0.00	-68,846.52	-352,578.00	
AFTER TRANSFERS	0.00	-68,846.52	-352,578.00	
999 OTHER FUNDING USES				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	5,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	0.00	0.00	20,000.00	100
BEFORE TRANSFERS	0.00	0.00	-20,000.00	
AFTER TRANSFERS	0.00	0.00	-20,000.00	

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

	BUDGETED	PAID IN FY 2022	3/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:						
070-300-000-19900	246,654.79			-	246,654.79	100%
070-300-000-19002	14,500.00			-	14,500.00	100%
070-300-000-19008				-	-	0%
070-300-000-19003	16,391.02	16,295.00		16,295.00	96.02	1%
070-300-000-19007				-	-	0%
070-300-000-90000				-	-	0%
TOTAL EXPENDITURE	277,545.81	16,295.00	-	16,295.00	261,250.81	94%
FINANCING SOURCE:						
070-000-300-60010	250,000.00	16,295.00		16,295.00	233,705.00	93%
070-000-300-60020	18,997.55			-	18,997.55	
TOTAL FINANCING SOURCE	277,545.81	16,295.00	-	16,295.00	261,250.81	94%

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

	BUDGETED	PAID IN FY 2021	PAID IN FY 2022	3/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE
EXPENDITURE:						
061-300-000-19005 CONSTRUCTION ADMIN	-	-	-	-	-	-
061-300-000-19007 LEGAL SERVICES	-	-	-	-	-	-
061-300-000-19008 ENGINEERING FEES	339,880.00	23,850.00	316,029.98		339,879.98	0.02
061-300-000-19009 INTEREST ON INTERIM	-	-	-	-	-	-
061-300-000-19900 CONSTRUCTION COST	-	-	-	-	-	-
061-300-000-90000 CONTINGENCY	-	-	-	-	-	-
TOTAL EXPENDITURE	339,880.00	23,850.00	316,029.98	-	339,879.98	0.02
FINANCING SOURCE:						
061-000-300-60031 TRANSFER FROM WATER CAPITAL RESERVE	339,880.00	23,850.00	316,029.98	-	339,879.98	316,030.00
061-000-300-60035 PROCEEDS FROM DEBT	-	-	-	-	-	-
TOTAL FINANCING SOURCE	339,880.00	23,850.00	316,029.98	-	339,879.98	316,030.00

TOWN OF WEAVERVILLE
 GRANT PROJECT FUND
 CSLRF PROJECT (ARP) ESTABLISHED 7/26/2021

	<u>BUDGETED</u>	<u>PAID IN FY 2022</u>	<u>3/31/2023 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>	<u>% BUDGET REMAINING</u>
EXPENDITURE:						
CSLRF PROJECT	1,283,394.62	-	-	-	1,283,394.62	100%
TOTAL EXPENDITURE	<u>1,283,394.62</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,283,394.62</u>	<u>100%</u>
FINANCING SOURCE:						
CSLRF (ARP) GRANT FUNDS RECEIVED JULY 2021	641,697.31	-	-	-	641,697.31	100%
CSLRF (ARP) GRANT FUNDS RECEIVED JULY 2022	641,697.31	-	-	-	641,697.31	
TOTAL FINANCING SOURCE	<u>1,283,394.62</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,283,394.62</u>	<u>100%</u>