

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

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

**WEAVERVILLE TOWN COUNCIL REGULAR MEETING – MAY 22, 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, unless technical issues prevent such access.

This **NOTICE OF REMOTE ELECTRONIC MEETING** is provided to inform the public that the **Weaverville Town Council regular monthly meeting on Monday, May 22, 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](mailto:public-comment@weavervillenc.org) at least 6 hours prior to the meeting, (2) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than with the mail delivery on the meeting day) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

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

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

Patrick Fitzsimmons, Mayor  
5/18/2023

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, May 26, 2023  
**Subject:** Public Hearing on Fiscal Year 2023-2024 Budget  
**Presenter:** Town Manager  
**Attachments:** Budget Message and Executive Summary  
May 16, 2023 Budget Workshop Presentation

**Description:**

The Town Manager presented the proposed fiscal year 2022-2023 budget during the Town Council meeting on April 24, 2023. Per North Carolina General Statute § 159-12(b) the Town is required to hold a public hearing on the annual budget: *Before adopting the budget ordinance, the board shall hold a public hearing at which time any persons who wish to be heard on the budget may appear.* This public hearing was advertised on May 11, 2023.

Town Council has had two budget workshops to date and has another budget workshop scheduled for Tuesday, June 20, 2023 at 6pm. This public hearing is being held based on the Town Manager's proposed budget as Town Council has taken no formal action on the budget at this point in time.

**Action Requested:**

No Town Council action is required during this public hearing.

**TOWN OF WEAVERVILLE**  
**NOTICE OF PUBLIC HEARING ON FY 2023-2024 BUDGET WITH**  
**REMOTE ELECTRONIC MEETING CREDENTIALS**

The Fiscal Year 2023-2024 proposed budget has been submitted to Town Council for the Town of Weaverville and is available for public inspection in the office of the Town Clerk at Town Hall and online at [www.weavervillenc.org](http://www.weavervillenc.org) .

**PUBLIC NOTICE** is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday, May 22, 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 the Fiscal Year 2023-2024 proposed budget.**

This public hearing is to occur as part of Town Council’s regular monthly meeting which is scheduled as an in-person meeting in the Community Room and Council Chambers at Town Hall located at 30 South Main Street, Weaverville, with a remote participation option for the general public via Zoom Meeting.

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

The INSTRUCTIONS TO ACCESS THE REMOTE ELECTRONIC PUBLIC MEETING are:

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

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 the Town Clerk James Eller at 828-484-7002 or [jeller@weavervillenc.org](mailto:jeller@weavervillenc.org).



# Fiscal Year 2023-2024 Budget Town Manager's Budget Message & Executive Summary



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

April 24, 2023

Honorable Mayor and Members of Town Council:

Pursuant to North Carolina General Statutes §159-11, I am writing to convey the fiscal year 2023-2024 budget message and proposed budget. This budget is presented in accordance with the North Carolina Local Government Budget & Fiscal Control Act and is balanced as required by North Carolina General Statutes.

The proposed General Fund budget totals \$9,527,232. This is a 18.4%, or \$1,483,315, increase over the current year budget. The proposed budget includes a tax rate of \$0.35 per \$100 value, which is no increase over the current fiscal year.

The proposed Fire District Fund budget for the Weaverville Fire Department totals \$3,667,848 which is a 24.5%, or \$722,710, increase over the current year budget. The proposed budget includes a requested one-cent increase in the North Buncombe Fire Tax from the current \$0.1077 to \$0.1177 per \$100 value. Buncombe County may choose to deny this requested increase and we will not know about their decision until a later date.

The Capital Project Fund adopted in fiscal year 2019-2020 for the new Community Center included the building construction (phase 1) and outdoor recreation (phase 2). Phase 1 was completed in fiscal year 2021-2022, and phase 2 estimates the utilization of approximately \$425,000 in fiscal year 2023-2024.

The Capital Reserve Fund – General Fund was established in fiscal year 2018-2019 to save for future Fire Department trucks and equipment. The proposed budget does not include a transfer from the General Fund this year but does recommend the purchase of a new fire engine.

A Grant Project Fund was established in fiscal year 2022-2023 to account for the American Rescue Plan (ARP) Grant Award totaling \$1,283,395. Town Council has elected to use the standard allowance and revenue replacement option for the reportable use of these funds. The results of additional discussion and action by Town Council will determine the specific amendments that will be needed for the grant project ordinance and the ultimate use of the funds.

The proposed Water Fund budget totals \$2,877,334, which is a 29.2%, or a \$1,187,989, decrease from the current year budget. This budget includes an appropriation from fund balance of \$39,454 and includes a 4% increase in water rates.

The Capital Project Fund adopted in fiscal year 2020-2021 for the Water Treatment Plant expansion project is in place but in need of amendment to separate the Water System Resiliency Project and the Water Treatment Plant Expansion Project since they are proceeding on different timelines.

## General Fund & Fire District Fund Overview

The proposed General Fund budget for fiscal year 2023-2024 includes the revenues and expenditures outlined in the following table, with fiscal year 2022-2023 amended budget figures provided for comparison purposes:

Revenues by Source	FY 2022-2023 Amended Budget	FY 2023-2024 Proposed Budget	% Variance
<b>Ad Valorem Taxes</b>	\$4,137,511	\$4,312,025	<b>4.22%</b>
<b>Local Government Sales Taxes</b>	\$1,798,368	\$2,082,422	<b>15.8%</b>
<b>Appropriated Fund Balance</b>	\$866,532	\$1,652,183	<b>90.67%</b>
<b>Unrestricted Intergovernmental Rev</b>	\$814,449	\$833,961	<b>2.4%</b>
<b>Restricted Intergovernmental Rev</b>	\$131,875	\$134,558	<b>2.03%</b>
<b>Investment Earnings</b>	\$89,382	\$336,188	<b>276.12%</b>
<b>Permits &amp; Fees</b>	\$18,500	\$18,500	<b>0.0%</b>
<b>Other Revenue</b>	\$187,300	\$157,394	<b>-15.97%</b>
<b>Total Revenues:</b>	<b>\$8,043,917</b>	<b>\$9,527,232</b>	<b>18.44%</b>
Expenditures by Department	FY 2022-2023 Amended Budget	FY 2023-2024 Proposed Budget	% Variance
<b>Governing Body</b>	\$380,616	\$392,924	<b>3.2%</b>
<b>Administration</b>	\$827,770	\$953,547	<b>15.2%</b>
<b>Planning</b>	\$129,847	\$201,176	<b>54.9%</b>
<b>Police Department</b>	\$2,436,701	\$3,089,631	<b>26.8%</b>
<b>Public Works</b>	\$3,039,118	\$3,159,369	<b>4%</b>
<b>Community Center</b>	\$126,632	\$181,458	<b>43.3%</b>
<b>Contingency</b>	\$20,000	\$20,000	<b>0.0%</b>
<b>Transfer to Capital Reserve Fund</b>	\$75,000	\$0	<b>-100.0%</b>
<b>Transfer to Fire District Fund</b>	\$1,008,233	\$1,529,127	<b>51.7%</b>
<b>Total Expenditures:</b>	<b>\$8,043,917</b>	<b>\$9,527,232</b>	<b>18.44%</b>

The proposed Fire District Special Revenue Fund budget for fiscal year 2023-2024 includes the revenues and expenditures outlined in the following table, with fiscal year 2022-2023 amended budget figures provided for comparison purposes:

Revenues by Source	FY 2022-2023 Amended Budget	FY 2023-2024 Proposed Budget	% Variance
<b>Buncombe Co Fire District Taxes</b>	\$1,936,906	\$2,138,721	<b>10.4%</b>
<b>Transfer from General Fund</b>	\$1,008,233	\$1,529,127	<b>51.7%</b>
<b>Total Revenues:</b>	<b>\$2,945,139</b>	<b>\$3,667,848</b>	<b>24.5%</b>
Expenditures by Department	FY 2022-2023 Amended Budget	FY 2023-2024 Proposed Budget	% Variance
<b>Fire Department</b>	\$2,891,598	\$3,614,308	<b>24.5%</b>
<b>Debt Service</b>	\$53,541	\$53,541	<b>0.0%</b>
<b>Total Expenditures:</b>	<b>\$2,945,139</b>	<b>\$3,667,848</b>	<b>24.5%</b>

## General Fund & Fire District Fund Revenue

The following sections highlight revenues and provide preliminary projections for the fiscal year. It is important to note that ad valorem property taxes, North Buncombe Fire District taxes, and local option sales taxes are the Town's largest revenue sources and those three make up roughly 73% of the Town's revenues, with property taxes at 37%, fire district taxes at 18%, and sales taxes at 18%.

### Ad Valorem Taxes

The proposed budget is based on a property tax rate of \$0.35 per \$100 valuation at a collection rate of 99.9% and tax values estimated by Buncombe County of \$1,169,560,524 for real and personal property. The budget includes no increase in the property tax rate. Unlike the prior year, this revenue source increased less significantly due to growth and increased tax base. The upcoming fiscal year budgeted revenue represents a 3.6% increase over the current year's budget, adding approximately \$142,177 to the Town's property tax revenues for the upcoming fiscal year.

### Buncombe County Fire District Taxes

Buncombe County levies all fire district taxes within the County and the Weaverville Fire Department receives funding for fire protection for the North Buncombe Fire District. This funding accounts for approximately 58% of the Fire Department's budget and is essential as the Department provides fire protection to the unincorporated area to our north. The proposed budget includes a one cent increase from \$0.1077 to \$0.1177 per \$100 valuation. We anticipate a 10.4%, or approximate \$201,815, increase in this revenue for the upcoming fiscal year, which is due to growth in the fire district combined with the one-cent increase in tax rate.

### Local Option Sales Taxes

Local government sales tax revenue is the Town's third largest source of revenue and has remained strong with our commercial sector gaining the sales to Town and regional residents. Within the fiscal year budget, we are forecasting a 15.8%, or \$284,054 increase over the fiscal year 2022-2023 budget.

### Interest Income

The fiscal year budget will once again show significant increases in interest income. The Federal Reserve continues to raise interest rates and the North Carolina Capital Management Trust expects rates to remain between 4%-5% in the upcoming fiscal year. The proposed budget reflects an increase of \$341,586 in interest earnings for the upcoming fiscal year.

### Fees

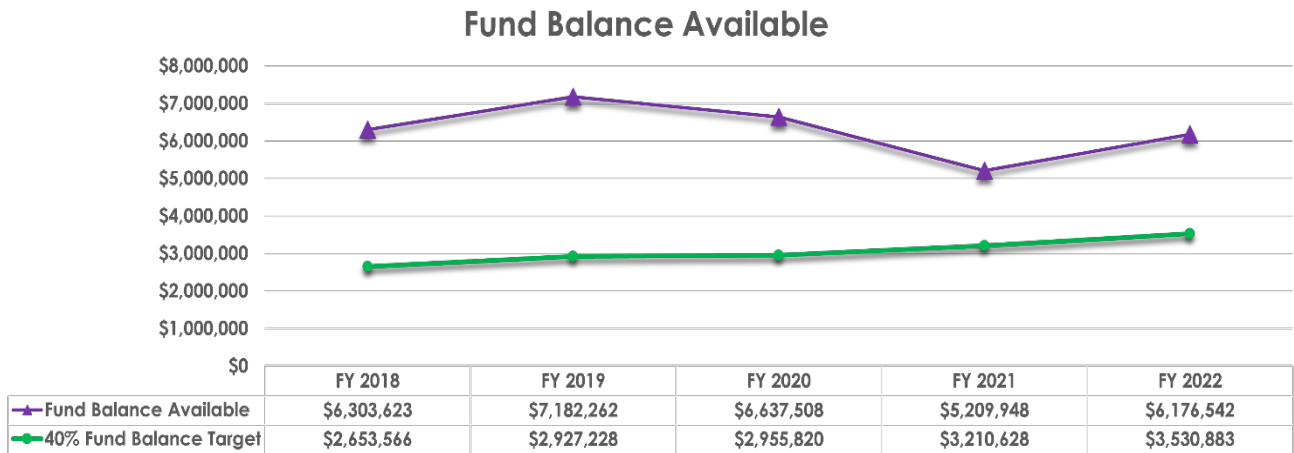
I am recommending a new fee within this budget, to help defray expenses associated with the recently unfunded mandate from the State for the MS4 Stormwater Program. I am recommending a new fee to offset the new Stormwater Program, and the cost of a street sweeper which is needed for the Program.

In addition to the new Stormwater fee, staff is continuing to review existing fees and I may bring proposed increases to the Town's existing fees once Council's budget workshops are underway.

### Fund Balance

The chart below shows a five-year history of fund balance available within the Town's budget, along with

the amounts of fund balance accumulated over Town Council’s 40% target. The Town’s last audit confirmed that we had \$6,176,542 in available fund balance as of June 30, 2022. When reviewing the chart, please note that fiscal year 2022 yielded \$2.6 million in excess fund balance over Council’s target. Instead of recommending a tax increase this fiscal year, I am recommending the use of \$1,652,183 in available fund balance to fund one-time capital purchases and the implementation of new programs.



### General Fund & Fire District Fund Expenditures

As per the fiscal year budget calendar, departmental budget requests were due at the beginning of March 2023. These departmental budget requests totaled approximately \$2.2 million more than the current fiscal year budget. The proposed budget clearly does not fund all requests, although many of them are justified.

#### New Positions

Departments submitted requests for 7 new full-time positions and 1 part-time position. These included 3 Police Officers, 1 Police Records/Evidence Specialist, 3 Firefighters, 1 Planner/GIS Technician, and a part-time assistant for the Community Center and Recreation Complex. Of these positions, I am recommending the approval of the following:

- 3 Police Officer positions:** I am recommending that these positions be approved for hiring at half the fiscal year, in January 2024. These positions are needed to address our community and Town population growth, which is projected at 18.9% in calls for service in the upcoming year.
- Police Records/Evidence Specialist position:** The Town has been sorely lacking with regard to having a dedicated custodian of evidence, which has mounted tremendously over the years. I am recommending this position to be hired with the adoption of the budget, for the full fiscal year, and would anticipate that the position would also assist with additional administrative functions as needed.
- Part-time Recreation/Community Center Assistant position:** I am recommending the addition of this part-time position to assist with what has become almost full-time use of the Community Center and will surely be more necessary once the Town begins programming for its recreational complex

this summer.

- **Planner/GIS Technician position:** I am not recommending the approval of a full-time position in this area, but I am recommending that the GIS Technician function be outsourced and have included \$20,000 in the Planning budget to meet our GIS needs.

I am not recommending the addition of the firefighter positions at this time, as I have asked that our Fire Chief continue examining our current Fire Department structure. I would expect to consider these positions in the next fiscal year due to our expected population growth and potential annexations.

### **Employee Retention & Recruitment Efforts**

As Town Council will recall, the U.S. Department of Labor established inflation at 8.5% for the 12 months leading up to March 2022. During last year's budget deliberations, Town Council did not approve a cost-of-living adjustment (COLA), but instead approved a graduated scale for merit pay, with employees on the lowest end of the grade scale having the opportunity to earn a 7% merit increase with their performance evaluations, the next grades having the opportunity to earn up to 5%, and the top grades having the opportunity to earn up to 3% in merit increases. As staff shared at that time, this graduated approach, along with a lack of these adjustments in the past, continue to cause compression in our pay scale. In addition, this graduated approach did not allow for Consumer Price Index (CPI) increases for all employees. The CPI will increase by 8.7% for 2023 according to the Social Security Administration. In order to relieve some of the compression within our pay plan, I am recommending 2% to adjust our pay scale to maintain the Town's marketability in the employment market, and merit pay whereby our employees have the opportunity to earn up to 6% based on their performance evaluations.

Within this budget, I am also recommending funding within the budget for the following retention and recruitment initiatives:

- Incentives ranging from \$250-\$500 for employee training and certifications over and above those required by their job description. The guidelines for this program have not been fully established, but I will bring them to you once completed.
- Differential pay for those employees who work nights and weekends.

### **Employee Medical Insurance**

Initial quotes for the Town's employee medical insurance plan renewal came in at a 41% increase over the current fiscal year premiums. We have been able to negotiate this down to a 17% increase and continue to work towards a more sustainable plan. This fiscal year, we will be forced to push more of the cost for dependent coverage to the individual employees and we will need to lower the benefits of our insurance plans in any scenario. For now, we have budgeted a 12% increase in medical insurance in the proposed budget. I may be able to negotiate this percentage downwards, but that remains to be seen.

### **Mayor & Town Council Stipends**

Several years ago, I recommended a slight increase in pay for the Mayor and Town Council. This was not approved at that time. In consideration of the amount of time and energy that you, the Town's governing body, put into your roles as the policy makers of the Town, I am recommending an increase that I believe to be fair in comparison to your peers. I am recommending that the mayor be compensated at \$7,800

annually and council members at \$4,800 annually. This equates to increases of \$3,600 and \$1,800 respectively. I will be providing comparison information for neighboring and regional governing bodies during the upcoming budget workshops.

**Capital Equipment, Improvements, and Vehicles**

Capital requested by department heads (within General Fund) totaled \$2,735,120 for the fiscal year 2023-2024 budget. Fortunately, I have been able to propose the approval of some of these items, with the use of accumulated and available fund balance. The table below reflects capital equipment, vehicles, and capital improvement projects as requested within this year’s budget, as well as those proposed for funding.

Capital Equipment, Improvements, Vehicles	Department Request	Manager Proposed
LED light conversion at Town Hall and Police Dept	\$17,500	\$17,500
Modular barrier trailer system	\$179,945	\$179,945
3 replacement patrol vehicles	\$182,000	\$182,000
Reconfiguration of police storage area for office space	\$50,000	\$50,000
LED scene light upgrade for Ladder 8	\$10,500	\$10,500
Replacement of Engine 8	\$900,000	\$300,000
Planning vehicle replacement	\$40,175	\$40,175
Street Improvements Program	\$350,000	\$350,000
Sidewalk repairs, streetscaping, ADA projects	\$50,000	\$50,000
Garbage truck replacement for Sanitation Division	\$334,000	\$334,000
Street sweeper for Stormwater Program	\$297,000	\$297,000
Storm Drainage Replacement Program	\$75,000	\$75,000
Playground equipment replacement	\$199,000	\$199,000
Repair of trash collector at Lake Louise forebay	\$15,000	\$15,000
Repair of riser and trash rack for Lake Louise dam	\$35,000	\$35,000
<b>Total</b>	<b>\$2,735,120</b>	<b>\$2,135,120</b>

**Environmental Stewardship Initiatives**

In addition to the departmental requests above, I am recommending funding the following environmental stewardship projects within the fiscal year 2023-2024 budget:

- **Solar project at the Weaverville Fire Station:** We have received a quote for the installation of solar panels on the fire station roof. The initial quote was \$75,544 and the analysis reveals a net system cost of \$52,881 (with offsetting incentives of \$22,663) and projects the following economics:
  - Year 1 savings = \$4,175
  - Lifetime savings = \$172,107
  - Payback period = 11.3 years

Funds are included within the recommended budget to complete this project in fiscal year 2023-2024.

- **2 EV Chargers at the Weaverville Fire Station:** We have recently applied for partial grant funding through the VW Settlement Program for the installation of 2 public charging ports to further support

current EV drivers & encourage further EV adoption to lower emission levels in our community and region. These chargers would cost the Town approximately \$13,000, but the Town may be awarded up to \$10,000 in grant funds to offset this cost. Town Council may choose to move forward with the installation if the grant funding is not received. We have not included grant funds in the budget but will certainly make this revision if the Town is awarded the rebate funds and Town Council chooses to move forward with this project.

- 6 EV Chargers at Town Hall/Police Department:** We have recently applied for funding through the VW Settlement Program for the installation of 6 charging ports (2 @ 19.2 kW & 4 @ 7.68 kW) for employee charging to further support current Town employee’s assigned EVs and encourage further EV adoption to lower emission levels in Town. These chargers would cost the Town approximately \$36,316, but the Town may be awarded up to \$18,000 in grant funds to offset this cost. Town Council may choose to move forward with the installation if the grant funding is not received. We have not included grant funds in the budget but will certainly make this revision if the Town is awarded the rebate funds and Town Council chooses to move forward with this project.

**Debt Service**

Debt Service expenses will remain relatively unchanged in the upcoming year. The debt service in the Fire District Fund for the upcoming fiscal year totals \$53,541 for loan payments on two fire trucks. Of note, upon paying off the debt service on one of the Town’s fire trucks four years ago, the Town began transferring \$75,000 annually into a Capital Reserve Fund for the future purchase of a replacement fire truck. To date, \$225,000 has been transferred to this fund. However, for the upcoming budget no transfer is included this year since the budget contains funds for a down payment on a new fire engine.

**Water Fund Overview**

The proposed Water Fund budget for fiscal year totals **\$2,877,334**, which represents a 29.2% decrease in expenditures over the fiscal year 2022-2023 budget. The table below outlines the major sources of revenue and operational and capital expenditures proposed within the fiscal year budget.

Water Fund Revenues by Source	FY 2022-2023 Amended Budget	FY 2023-2024 Proposed Budget	% Variance
<b>Water Revenue</b>	\$2,390,850	\$2,534,300	<b>6.0%</b>
<b>Miscellaneous Revenue</b>	\$20,000	\$20,000	<b>0%</b>
<b>Water Taps</b>	\$26,250	\$22,680	<b>-13.6%</b>
<b>System Development Fees</b>	\$55,800	\$55,800	<b>0%</b>
<b>Fees for MSD Collection</b>	\$68,000	\$73,300	<b>7.8%</b>
<b>Interest Earned</b>	\$37,020	\$131,800	<b>256.0%</b>
<b>Appropriated Fund Balance</b>	\$1,467,403	\$39,454	<b>-97.3%</b>
<b>Total Revenues:</b>	<b>\$4,065,323</b>	<b>\$2,877,334</b>	<b>-29.2%</b>



<b>Water Fund Expenditures by Function</b>	<b>FY 2022-2023 Amended Budget</b>	<b>FY 2023-2024 Proposed Budget</b>	<b>% Variance</b>
<b>Personnel</b>	\$1,249,815	\$1,252,568	<b>0.2%</b>
<b>Operations</b>	\$837,580	\$851,227	<b>1.6%</b>
<b>Capital Outlay</b>	\$35,000	\$60,000	<b>71.4%</b>
<b>Capital Improvements</b>	\$1,721,316	\$400,000	<b>-76.8%</b>
<b>Contingency</b>	\$15,000	\$15,000	<b>0.0%</b>
<b>Debt Service</b>	\$299,037	\$298,540	<b>-0.4%</b>
<b>Transfer to Water Capital Reserve Fund</b>	\$0	\$0	<b>0%</b>
<b>Total Expenditures:</b>	<b>\$4,065,323</b>	<b>\$2,877,334</b>	<b>-29.2%</b>

**Unrestricted Net Position**

The Town’s last audit confirmed that we had \$4,755,227 in Unrestricted Net Position as of June 30, 2022 in the Water Fund. The proposed budget utilizes just \$39,454 of these funds to help cover the cost of much needed water line upgrades in the Stoney Knob/Boys Chapel area.

**Water Rates**

The Town is required to provide for the financial health of its Water Fund which operates as a public enterprise fund. This means that the revenues associated with the Water Fund must fully provide for the operational costs of the system and debt service related to water projects. The Town has been using the 2017 water rate study as a guide in setting water rates that will provide for the continued financial and operational health of the Town’s water system. The water fees proposed for fiscal year 2023-2024 include a 4% increase in water rates. A comprehensive financial analysis and water rate study will be undertaken by WithersRavenel during the upcoming fiscal year to provide the Town with an updated rate plan to accommodate the recently approved capital projects related to the water system.

**Water System Development Fees**

As allowed by NC Gen. Stat. §§ 162A-200, et seq., the Town of Weaverville has been charging water system development fees since July 1, 2018. Since its implementation at that time, system development fees have proven to be a reliable and significant source of revenue for the Town’s water fund. The law authorizing these fees requires that a financial analysis be completed every five years and the Town contracted Willdan Financial Services for this analysis. Town Council could take action to increase the system development fees within the limits established by the Willdan study. The proposed budget includes an estimated revenue of \$55,800. For the purposes of the budget as currently proposed, the rates have been kept the same, but the revenues associated within these fees should be updated if Town Council adopts new system development fees effective as of July 1, 2023. Water system development fee revenue is currently used to pay existing debt service and to fund the Capital Reserve Fund associated with the Water Fund.

**Potential Additional Fee Revisions**

As with the General Fund, Town staff will be reviewing the current fee schedule and will bring any needed changes to Town Council during the upcoming budget workshops.



## Water Fund Expenditure Highlights

### Debt Service

Debt Service expenses will remain relatively unchanged in the upcoming year. The debt services includes \$93,554 for the USDA revenue bonds which funded the Town's Waterline Extension Project, and \$204,986 for the original general obligation bonds, bringing the total debt service payment in fiscal year 2023-2024 to \$298,540.

### Water Fund Capital Equipment & Capital Improvements

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

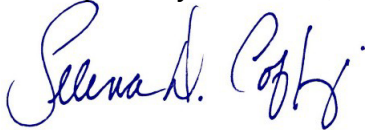
Capital Equipment, Improvements, Vehicles	Department Requested	Manager Proposed
Water Maintenance – Waterline Replacement Program	\$862,000	\$400,000
Water Production – 4 Chemtrac chlorine & pH meters	\$18,000	\$18,000
Water Production – 6 Turbidity meters & controllers	\$42,000	\$42,000
<b>Total</b>	<b>\$922,000</b>	<b>\$460,000</b>

### In Closing

Thank you for the opportunity to recommend the fiscal year 2023-2024 budget – a budget that I believe provides great benefit to the Town's residents, responds to the emerging needs of our growing community, and invests in the resources, including personnel and equipment, necessary for continued excellent service delivery.

This budget represents the collective efforts made by all of the Town's department leaders and I appreciate their contributions in planning for the Town's future. I would like to recognize and thank our Finance Director, Tonya Dozier, and her team for their assistance in the review, research, and preparation of this budget. I could not have developed and refined this budget plan without them.

Respectfully Submitted,



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

**Fiscal Year 2023-2024 Budget  
Budgets by Department, Function & Category**

GENERAL FUND REVENUE	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
Prior Year Tax Revenue	\$6,000	\$6,000	\$0	0.0%
Ad Valorem Tax Revenue	\$3,947,191	\$4,089,368	\$142,177	3.6%
DMV Tax Revenue	\$178,320	\$210,657	\$32,337	18.1%
Tax Penalties & Interest	\$6,000	\$6,000	\$0	0.0%
Utilities Franchise Tax	\$441,727	\$466,961	\$25,234	5.7%
Beer & Wine Tax	\$17,000	\$17,000	\$0	0.0%
Powell Bill Distributions	\$131,875	\$134,558	\$2,683	2.0%
Local Government Sales Tax	\$1,798,368	\$2,082,422	\$284,054	15.8%
ABC Store Distribution to Town	\$350,000	\$350,000	\$0	0.0%
ABC Store Alcohol Education	\$3,338	\$0	(\$3,338)	-100.0%
ABC Store Police Department	\$2,384	\$0	(\$2,384)	-100.0%
Cell Tower Revenue	\$22,300	\$22,300	\$0	0.0%
Miscellaneous Revenue	\$5,000	\$5,000	\$0	0.0%
Interest Earned	\$80,980	\$307,688	\$226,708	280.0%
Interest Earned-Powell Bill	\$8,402	\$28,500	\$20,098	239.2%
Zoning Inspections Fees	\$18,000	\$18,000	\$0	0.0%
Facility Use Rental Fees	\$40,000	\$64,197	\$24,197	60.5%
Parking Enforcement Fees	\$2,000	\$3,098	\$1,098	54.9%
Fire Inspections Fees	\$500	\$500	\$0	0.0%
Stormwater Fees	\$0	\$52,800	\$52,800	100.0%
Sale of Property	\$118,000	\$10,000	(\$108,000)	-91.5%
Appropriated Fund Balance	\$866,532	\$1,652,183	\$785,651	90.7%
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$8,043,917</b>	<b>\$9,527,232</b>	<b>\$1,483,315</b>	<b>18.4%</b>

GENERAL FUND EXPENDITURES	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Governance</b>				
Personnel - Town Council	\$23,898	\$39,400	\$15,502	64.9%
Personnel - Legal	\$117,988	\$128,930	\$10,942	9.3%
Operations	\$238,730	\$224,595	(\$14,136)	-5.9%
Capital Outlay	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>\$380,616</b>	<b>\$392,924</b>	<b>\$12,308</b>	<b>3.2%</b>
<b>Administration</b>				
Personnel	\$527,907	\$603,791	\$75,884	14.4%
Operations	\$299,863	\$349,755	\$49,892	16.6%
Capital Outlay	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>\$827,770</b>	<b>\$953,547</b>	<b>\$125,777</b>	<b>15.2%</b>
<b>Planning &amp; Code Enforcement</b>				
Personnel	\$117,274	\$127,800	\$10,526	9.0%
Operations	\$12,573	\$33,202	\$20,629	164.1%
Capital Outlay	\$0	\$40,175	\$40,175	100.0%
<b>Total</b>	<b>\$129,847</b>	<b>\$201,176</b>	<b>\$71,329</b>	<b>54.9%</b>

**Police Department**

Personnel	\$1,772,383	\$2,196,947	\$424,564	24.0%
Operations	\$519,518	\$570,684	\$51,166	9.8%
Capital Outlay	\$144,800	\$272,000	\$127,200	87.8%
Capital Improvements	\$0	\$50,000		
<b>Total</b>	<b>\$2,436,701</b>	<b>\$3,089,631</b>	<b>\$652,930</b>	<b>26.8%</b>

**Public Works: All Divisions**

Personnel	\$957,680	\$1,053,913	\$96,233	10.0%
Operations	\$1,129,879	\$631,897	(\$497,982)	-44.1%
Capital Outlay	\$88,000	\$631,000	\$543,000	617.0%
Capital Improvements	\$863,559	\$842,559	(\$21,000)	-2.4%
<b>Total</b>	<b>\$3,039,118</b>	<b>\$3,159,369</b>	<b>\$120,251</b>	<b>4.0%</b>

**Community Center**

Personnel	\$76,482	\$119,673	\$43,191	56.5%
Operations	\$50,150	\$61,785	\$11,635	23.2%
Capital Outlay	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>\$126,632</b>	<b>\$181,458</b>	<b>\$54,826</b>	<b>43.3%</b>

<b>Contingency</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>0.0%</b>
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<b>Transfer to Cap Reserve Fund</b>	<b>\$75,000</b>	<b>\$0</b>	<b>(\$75,000)</b>	<b>-100.0%</b>
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<b>Transfer to Fire District Special Revenue Fund</b>	<b>\$1,008,233</b>	<b>\$1,529,127</b>	<b>\$520,894</b>	<b>51.7%</b>
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<b>Total General Fund Revenue</b>	<b>\$8,043,917</b>	<b>\$9,527,232</b>	<b>\$1,483,315</b>	<b>18.4%</b>
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<b>Total General Fund Expenditures</b>	<b>\$8,043,917</b>	<b>\$9,527,232</b>	<b>\$1,483,315</b>	<b>18.4%</b>
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<b>FIRE DISTRICT FUND REVENUE</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Proposed Budget</b>	<b>\$ Variance</b>	<b>% Variance</b>
Buncombe County Fire Protection	\$1,936,906	\$2,138,721	\$201,815	10.4%
Transfer from General Fund	\$1,008,233	\$1,529,127	\$520,894	51.7%
<b>TOTAL FIRE DISTRICT FUND REVENUE</b>	<b>\$2,945,139</b>	<b>\$3,667,848</b>	<b>\$722,709</b>	<b>24.5%</b>

<b>FIRE DISTRICT FUND EXPENDITURES</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Proposed Budget</b>	<b>\$ Variance</b>	<b>% Variance</b>
<b>Fire Department</b>				
Personnel	\$2,444,091	\$2,639,858	\$195,767	8.0%
Operations	\$447,507	\$508,905	\$61,398	13.7%
Capital Outlay	\$0	\$390,000	\$390,000	0.0%
Capital Improvements	\$0	\$75,544	\$75,544	0.0%
<b>Total</b>	<b>\$2,891,598</b>	<b>\$3,614,308</b>	<b>\$722,710</b>	<b>24.5%</b>

<b>Debt Service</b>				
Loan Payment-Fire Truck 09/14	\$53,541	\$53,541	(\$0)	0.0%

<b>Total Fire District Fund Revenue</b>	<b>\$2,945,139</b>	<b>\$3,667,848</b>	<b>\$722,709</b>	<b>24.5%</b>
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<b>Total Fire District Fund Expenditures</b>	<b>\$2,945,139</b>	<b>\$3,667,848</b>	<b>\$722,709</b>	<b>24.5%</b>
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<b>WATER FUND REVENUE</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Proposed Budget</b>	<b>\$ Variance</b>	<b>% Variance</b>
Water Revenue	\$2,390,850	\$2,534,300	\$143,450	6.0%
Miscellaneous Revenue	\$20,000	\$20,000	\$0	0.0%
Water Taps	\$26,250	\$22,680	(\$3,570)	-13.6%
System Development Fees	\$55,800	\$55,800	\$0	0.0%
Fees for MSD Collection	\$68,000	\$73,300	\$5,300	7.8%
Interest Earned	\$37,020	\$131,800	\$94,780	256.0%
Appropriated Fund Balance	\$1,467,403	\$39,454	(\$1,427,949)	-97.3%
<b>Total Water Fund Revenue</b>	<b>\$4,065,323</b>	<b>\$2,877,334</b>	<b>(\$1,187,989)</b>	<b>-29.2%</b>

<b>WATER FUND EXPENDITURES</b>	<b>FY 2023 Amended Budget</b>	<b>FY 2024 Proposed Budget</b>	<b>\$ Variance</b>	<b>% Variance</b>
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**Water Fund**

Personnel	\$1,249,815	\$1,252,568	\$2,753	0.2%
Operations	\$837,580	\$851,227	\$13,647	1.6%
Capital Outlay	\$35,000	\$60,000	\$25,000	71.4%
Capital Improvements	\$1,721,316	\$400,000	(\$1,321,316)	-76.8%
<b>Total</b>	<b>\$3,843,711</b>	<b>\$2,563,794</b>	<b>(\$1,279,917)</b>	<b>-33.3%</b>

**Contingency**

<b>Total</b>	<b>\$15,000</b>	<b>\$15,000</b>	<b>\$0</b>	<b>0.0%</b>
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**Debt Service**

Reserve for Bond Payment	\$206,612	\$204,986	(\$1,626)	-0.8%
USDA Revenue Bond Payment	\$92,425	\$93,554	\$1,129	1.2%
<b>Total</b>	<b>\$299,037</b>	<b>\$298,540</b>	<b>(\$497)</b>	<b>0.4%</b>

<b>Total Water Fund Revenue</b>	<b>\$4,065,323</b>	<b>\$2,877,334</b>	<b>(\$1,187,989)</b>	<b>-29.2%</b>
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<b>Total Water Fund Expenditures</b>	<b>\$4,065,323</b>	<b>\$2,877,334</b>	<b>(\$1,187,989)</b>	<b>-29.2%</b>
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<b>GRAND TOTAL BUDGET</b>	<b>\$15,054,379</b>	<b>\$16,072,414</b>	<b>\$1,018,035</b>	<b>6.8%</b>
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FY 2023-2024 Budget

# Budget Workshop

## May 16, 2023

1

### Information Requests from Town Council Members

- When was the last time position(s) were added to the Police Department? 2018 – 1 position
- What is the Town's 5-year history of budgets with percentage increases? See graph below

Year	Expenditure	% Change
2017	\$7,404,132	-
2018	\$7,880,874	6.4%
2019	\$8,214,265	4.2%
2020	\$9,273,981	12.9%
2021	\$9,203,838	-0.76%
2022	\$9,599,349	4.30%

Note: Information excerpted from page 86 of the Weaverville Annual Comprehensive Financial Report ending June 30, 2022

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### Information Requests from Town Council Members

When was the last year that the Town raised the tax rate? 2017

Year	Tax Rate
2013	0.375
2014	0.400
2015	0.420
2016	0.420
2017	0.440
2018	0.380
2019	0.380
2020	0.380
2021	0.380
2022	0.350

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### Information Requests from Town Council Members

#### Recreation Complex:

- Status:
  - Staff is currently waiting on final plans from its landscape architect.
  - When plans are received, the project will go to bid.
  - Once bids are received, Town Council will be asked to award project and update Capital Project Ordinance with new figures based on bids received.
- The recreation complex is budgeted in a multi-year budget and requires an update to the Capital Project Ordinance and staff will not have construction totals until bids are received.
  - Currently there is \$277,546 in the Capital Project Fund for this project.
  - Once bids are received, Town Council will need to amend the Capital Project Ordinance and transfer additional funds from fund balance once final bids are received for this multi-year fund.
- Grant application submitted to Asheville-Buncombe Tourism Development Authority (TDA) for \$200,000 for recreation complex.
  - Unfortunately, final funding decisions will not be made until October, therefore project isn't expected to be funded because it will be completed by then.
- Decision on whether to charge reservation/rental fees for Recreation Complex once complete

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### New Information & Requests

New Request or Revision to the Proposed Budget	
Tax credit for solar project at fire station increase from 30% to 40% • Brings the total for the project down by \$7,554 from \$75,554 to \$68,000	+ \$7,544
New request from the Weaverville Economic Development Advisory Committee - \$5,000 • Production and testing of QR code-capable information stations for historic buildings on Main Street - \$2,000 • Honoraria for visiting instructors to lead economic development learning events - \$3,000	- \$5,000
Buncombe County did not approve the 14 fire district tax rate increase • Results in a \$131,624 decrease in proposed revenue	-\$131,624
New request for contribution to Weaverville Senior Dining and Wellness	- \$6,000
EV charging stations at Town Hall/Police Department parking lot (\$36,316 - \$18,000 grant = \$18,316 net expense)	- \$18,316
Reclassification of administrative position in Public Works from part-time to full-time	TBD
Revised Stormwater Fees	+ \$97,200

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### Proposed Revenue

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### Overview of Key Revenue Sources

- **Ad Valorem Taxes:**
  - No increase in property tax rate proposed
  - Assumes a 99.9% collection rate
  - Buncombe County valuation projects \$1,169,560,524 in real and personal property
  - Adds \$142,177 over current year budget
- **Buncombe County Fire District Tax:**
  - Proposed 1 cent increase, which was denied by County because number of calls for service in town limits (~52%) were higher than unincorporated area (~48%). With current tax rate the estimated revenue is 55% of total Fire department budget.
  - District rate to remain at \$0.1077
- **Local Option Sales Tax:**
  - Forecasting 15.8% increase in budget, which is 7% increase over actual
- **Interest Income:**
  - Interest rates continue to increase with rates expected to remain between 4%-5%
  - Proposed budget reflects an increase of \$341,586

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### Fee Schedule Revisions (refer to fee schedule)

**FIRE DEPARTMENT (New Fees)**

Unless otherwise specifically provided, the charge is for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law. If fees listed in this section of the fee schedule differ from a fee established in the Weaverville Code of Ordinances or another section of this fee schedule, the higher of the two shall apply.

Construction/Operations Permits	
Automatic Fire Extinguishing Systems .....	\$100.00
Compressed Gas Installation .....	\$100.00
Fire Alarm and Detection Systems and Related Equipment .....	\$100.00
Fire Pumps and Related Equipment .....	\$100.00
Flammable and Combustible Liquid Installations .....	\$100.00
Hazardous Materials .....	\$100.00
Industrial Ovens .....	\$100.00
LP Gas .....	\$100.00
Private Hydrant System .....	\$100.00
Spraying and Dipping Operations .....	\$100.00
Standpipe Systems .....	\$100.00
Temporary Membrane Structure (tents, canopies and air-supported structures) .....	\$50.00
Outdoor Event Fire Inspections/200+ Square Feet Onsite Cooking .....	\$75.00
Fuel Dispensing Permit .....	\$50.00
Other Required Plan Permit .....	\$100.00

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Fee Schedule Revisions (refer to fee schedule)

FIRE DEPARTMENT FEES (CONTINUED)

<b>Construction Plan Review</b>	
ABC Inspections .....	\$100.00
Commercial Kitchen Hood Suppression Systems .....	\$100.00
Explosives and Fireworks .....	\$100.00
Petroleum Tanks and Appurtenances .....	\$100.00
Other Required Plan Review .....	\$100.00
<b>Sprinkler/Fire Alarm System Inspections</b>	
Up to 1,000 Square Feet .....	\$50.00
1,001 – 5,000 Square Feet .....	\$100.00
5,001 – 10,000 Square Feet .....	\$150.00
10,001 – 25,000 Square Feet .....	\$200.00
25,001 – 50,000 Square Feet .....	\$250.00
50,001 – 100,000 Square Feet .....	\$300.00
101,001 – 200,000 Square Feet .....	\$350.00
Over 200,000 Square Feet .....	\$400.00

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Fee Schedule Revisions (refer to fee schedule)

FIRE DEPARTMENT FEES (CONTINUED)

Violations of General Provisions

Violations of the provisions of the Weaverville Code of Ordinance .....	\$100.00 min.
Violations which increase hazard or menace of fire, explosion, or other hazardous condition that may delay, hinder, or interfere with Fire Department operations .....	\$200.00 min.
Violations which delay, hinder, or prevent the egress of the occupants of a building on fire and/or other emergency or acts which may prevent the operation of fire and/or life safety devices and/or systems .....	\$300.00 min.
Violations which delay, hinder, or prevent the egress of the occupants during an emergency, that caused a fire or increased the severity of a fire, or the commission of any acts that prevented the operation of a fire and/or life safety system or device during an emergency.....	\$500.00 min.

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Fee Schedule Revisions (refer to fee schedule)

Miscellaneous

Parking Permit for Construction/Loading/Unloading (per parking space; limited to 2) .....	\$15.00 per day
Nuisance Security Alarms .....	\$TBD

WATER DEPARTMENT

Renewal Application Fee .....	\$100.00
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Tap Charges and Re-Tap Charges

Meter Size	Tap Fee
¾" and 1" .....	\$1,500.00
1" .....	\$3,000.00
1½" .....	\$4,500.00
2" .....	\$6,000.00
Road Cut and Pavement Repair (if needed)	\$500.00

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Fee Schedule Revisions (refer to fee schedule)

Water System Availability/Commitment Fees

For all multi-unit or multi-unit developments, the availability/commitment fee shall apply to each meter to be set based upon connection size, except that for multi-family development with master meters the fee shall be calculated by multiplying the number of residential units proposed by the fee associated with the smallest meter size.

Size of Connection	Inside Town Limits	Outside Town Limits
¾" and 1" .....	\$35.00	\$70.00
1" .....	\$50.00	\$100.00
1½" .....	\$100.00	\$200.00
2" .....	\$160.00	\$320.00
3" .....	\$300.00	\$600.00
4" .....	\$500.00	\$1,000.00
6" .....	\$1,000.00	\$2,000.00

Water System Development Fees

Amounts shown are maximum fees under Buy-In Method, unknown grant amounts will affect the amounts allowed under Incremental Method and Combined Method; can amend fees later to increase once grant amounts are known and fees under Incremental and Combined Method are recalculated.

Size of Connection	Rated Maximum Capacity	System Development Fees
¾" and 1" .....	20 gallons	\$2,750.00
1" .....	50 gallons	\$6,875.00
1½" .....	100 gallons	\$13,750.00
2" .....	160 gallons	\$22,000.00
3" .....	300 gallons	\$44,000.00
4" .....	500 gallons	\$68,750.00
6" .....	1,000 gallons	\$137,500.00

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### Fee Schedule Revisions (refer to fee schedule)

**Administrative Water Fees**

Disconnect Fee (for nonpayment) .....	\$40.00
Late Payment Fee .....	\$10.00

**Water Rates (4% increase)**

**Water rates for water used INSIDE the Corporate limits of the Town:**

The first 3,000 Gallons or fraction thereof used monthly.....	\$9.88 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly.....	\$10.90 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$11.82 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$12.79 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$13.72 per 1,000 gallons

**Water rates for water used OUTSIDE the Corporate limits of the Town:**

The first 3,000 Gallons or fraction thereof used monthly.....	\$19.76 per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly.....	\$21.80 per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$23.64 per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$25.58 per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$27.44 per 1,000 gallons

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### Fee Schedule Revisions (refer to fee schedule)

**Minimum Monthly Water Charges (4% increase)**

The minimum monthly charge for water service shall be according to the size of the meter through which water is delivered to each customer in accordance with the following schedule:

Meter Size	Minimum Monthly Usage	Inside Town	Outside Town
1/2" - 3/4"	1,000 gallons	\$9.88	\$19.76
1"	6,000 gallons	\$62.34	\$124.68
1 1/2"	11,200 gallons	\$119.02	\$238.04
2"	18,200 gallons	\$195.31	\$390.62
3"	36,200 gallons	\$401.86	\$803.72
4"	58,500 gallons	\$665.56	\$1,331.12
6"	112,000 gallons	\$1,298.18	\$2,596.36
8"	180,000 gallons	\$2,102.27	\$4,204.54
10"	258,000 gallons	\$3,080.70	\$6,161.40

**Monthly Charge for Fire Connection**

All fire line connections on the water system for the Town of Weaverville shall be subject to a monthly charge based upon the square inch size of the line at the following rates:

<b>INSIDE</b> Corporate limits of the Town:	\$2.23 per square inch/month
<b>OUTSIDE</b> Corporate limits of the Town:	\$4.45 per square inch/month

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### Fee Schedule Revisions (refer to fee schedule)

Fire line charges shall be levied by the Water Department according to the following schedule:

Diameter of Fire Line	Square Inch Size	Inside Town	Outside Town
2" and smaller	3.14	\$6.99	\$13.98
3"	7.07	\$15.74	\$31.48
4"	12.56	\$27.96	\$55.92
6"	28.26	\$62.90	\$125.80
8"	50.24	\$111.81	\$223.62
10"	78.50	\$174.71	\$349.42

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### Stormwater Fee Comparison & New Proposed

Asheville	Woodfin	Hendersonville	Black Mountain	Laurel Park	Weaverville
Res. 225 - 2,000 sf = \$3.68/mo	Res. 0 - 3,350 sf = \$3.67/mo	Res. = \$5/mo	Res. = \$6/mo	\$5/mo flat rate	Res. = \$5/mo
Res. 2,001 - 4,000 sf = \$5.87/mo	Res. 3,351 - 6,000 sf = \$8.10/mo	Multi-fam = \$5/unit/mo	Comm. = \$20/mo		Small Multi-Fam = \$10/mo
Res. >4000 sf = \$8.08/mo	Res. 6001 - 21,499 sf = \$15.77/mo	Comm. = \$5/3,000 sf	Indust. = \$100/mo		Large Multi-Fam = \$20/mo
Non-residents = \$5.87/ERU/mo	Res. 21,500+ sf = \$5.84/ERU/mo				Large Multi-Fam = \$20/mo
	Multi-fam/Comm. = \$5.84/ERU				Indust. = \$20/mo
	Note: One ERU is approximately 3,300 sq ft of impervious surface.				

**Highlights:**

- Initial proposed budget based on \$2 per equivalent residential unit – New proposal increases this amount and sets out a tiered approach, which brings in an additional estimated \$97,200 in revenue over originally proposed budget.

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### New Stormwater Fees

- Preliminary budget included \$52,800 in revenues. New proposal includes approximately \$97,200 additional revenue (total of \$150,000) and a tiered approach for residential, small commercial/small multi-family, large commercial/large multi-family, and industrial.
- Stormwater fees are billed either monthly on the water bill or annually where a water account is not associated with the property (with monthly payment plans available upon request).
- New Proposed Fees:**
  - Undisturbed Vacant Property..... \$0.00 per month
  - Residential – Single Family, Duplexes, Disturbed Vacant Property ..... \$5.00 per month
  - Residential – Multi-Family and Townhouse Development (15 units or fewer) ..... \$10.00 per month
  - Residential – Multi-Family and Townhouse Development (16+ units) ..... \$20.00 per month
  - Commercial Development (less than 5,000 square feet of building footprint) ..... \$10.00 per month
  - Commercial Development (5,000+ square feet of building footprint) ..... \$20.00 per month
  - Industrial Development ..... \$30.00 per month
- A 50% discount to stormwater fees can be applied for properties operating under a stormwater management system at such time as the following documentation is submitted to the Town: (1) valid stormwater permit issued by Buncombe County or other governmental jurisdiction, and (2) operations and maintenance agreement/plan which identifies the stormwater control measures that are installed and maintained on the property. Discounts do not apply if the property is in violation of a stormwater permit or operations and maintenance agreement/plan.

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### Proposed Expenditures

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### Medical Insurance

- Quoted 41% then 17% increase to keep current healthcare plans
- With help from our broker we shopped the market to obtain other quotes
- Forced to choose lesser plans to bring down total increase to 12%
- Reduced amount Town pays towards dependent premiums by only contributing to Base plan
- Next year will offer choice of three plans, with option for employees to pay for highest "Buy-up" plan

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### Governing Body

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Governance</b>				
Personnel - Town Council	\$23,898	\$39,400	\$15,502	64.9%
Personnel - Legal	\$117,988	\$128,930	\$10,942	9.3%
Operations	\$238,730	\$224,595	(\$14,136)	-5.9%
Capital Outlay	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>\$380,616</b>	<b>\$392,925</b>	<b>\$12,309</b>	<b>3.2%</b>

**Highlights:**

- Increase in Mayor and Town Council stipend proposed: \$7,800 Mayor and \$4,800 Council members, increases of \$3,600 and \$1,800 respectively.
- Operations includes one-third of LED lighting conversion expense.

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### Elected Officials Stipends Comparisons

	Mayor	Vice Mayor ( Mayor Pro Tem)	Council/Board Members
Asheville	\$24,644	\$20,452	\$18,106
Marion	\$15,129	\$11,347	\$11,347
Waynesville	\$13,004	\$7,802	\$7,802
Hendersonville	\$13,000	\$7,500	\$7,500
Fletcher	\$11,928	\$7,209	\$7,031
Forest City	\$11,601	\$8,870	\$8,870
Woodfin (new)	\$10,800	\$7,200	\$7,200
Brevard	\$10,500	\$6,700	\$6,700
Black Mountain	\$9,340	\$6,342	\$6,342
Franklin	\$7,200	\$4,800	\$3,600
Mills River	\$6,500	\$6,000	\$5,500
Biltmore Forest	\$6,000	\$4,200	\$4,200
<b>Weaverville</b>	<b>\$4,200</b>	<b>\$3,000</b>	<b>\$3,000</b>

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### Administration

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Administration</b>				
Personnel	\$527,907	\$603,791	\$75,884	14.4%
Operations	\$299,863	\$349,755	\$49,892	16.6%
Capital Outlay	\$0	\$0	\$0	0.0%
<b>Total</b>	<b>\$827,770</b>	<b>\$953,546</b>	<b>\$125,776</b>	<b>15.2%</b>

**Highlights:**

- Increases in personnel related to full year fully staffed.
- Operational expense increases primarily due to additional \$45,000 to replace HVAC units on Town Hall and one-third of cost for LED lighting conversion.

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### Planning & Code Enforcement

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Planning &amp; Code Enforcement</b>				
Personnel	\$117,274	\$127,800	\$10,526	9.0%
Operations	\$12,573	\$33,202	\$20,629	164.1%
Capital Outlay	\$0	\$40,175	\$40,175	
<b>Total</b>	<b>\$129,847</b>	<b>\$201,176</b>	<b>\$71,329</b>	<b>54.9%</b>

**Highlights:**

- Operational increase includes \$20,000 for outsourcing GIS function.
- Capital includes replacement of Town vehicle.

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### Police Department

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Police Department</b>				
Personnel	\$1,772,383	\$2,196,947	\$424,564	24.0%
Operations	\$519,518	\$570,684	\$51,166	9.8%
Capital Outlay	\$144,800	\$272,000	\$127,200	87.8%
Capital Improvements	\$0	\$50,000	\$50,000	100%
<b>Total</b>	<b>\$2,436,701</b>	<b>\$3,089,631</b>	<b>\$652,930</b>	<b>26.8%</b>

**Highlights:**

- Includes one-half year expenses for 3 Police Officer positions and full year for Police Records/Evidence Specialist position.
- Operational increases include 3% increase in County dispatch fee and one-third of LED lighting conversion expenses.
- Capital includes half of barrier trailer system cost at \$90,000, 3 patrol vehicles, and funds to convert storage space to office space.

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### Fire Department

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Fire Department</b>				
Personnel	\$2,444,091	\$2,639,858	\$195,767	8.0%
Operations	\$447,507	\$508,905	\$61,398	13.7%
Capital Outlay	\$0	\$390,000	\$390,000	0.0%
Capital Improvements	\$0	\$75,544	\$75,544	0.0%
<b>Total</b>	<b>\$2,891,598</b>	<b>\$3,614,307</b>	<b>\$722,709</b>	<b>24.5%</b>

**Highlights:**

- Includes funds for hiring bonuses approved in FY 2023 and incentive pay for training and certifications.
- Operational includes \$4,785 to County for PSIP, increases in building repairs and maintenance, training, and vehicle maintenance, which also includes LED scene lighting for Ladder 8.
- Capital improvements includes \$75,544 for installation of solar panels.
- Capital outlay includes \$300,000 for initial payment on new Engine 8 and \$90,000 for half of cost of the vehicle barrier trailer system.

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### Public Works – All Divisions

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Public Works – All Divisions</b>				
Personnel	\$957,680	\$1,053,913	\$96,233	10.0%
Operations	\$1,129,879	\$631,897	(\$497,982)	-44.1%
Capital Outlay	\$88,000	\$631,000	\$543,000	617.0%
Capital Improvements	\$863,559	\$842,559	(\$21,000)	-2.4%
<b>Total</b>	<b>\$3,039,118</b>	<b>\$3,159,369</b>	<b>\$120,251</b>	<b>4.0%</b>

**Highlights:**

- Summary includes all divisions within Public Works – Streets, Powell Bill, Sanitation, Stormwater Management, and Grounds Maintenance.

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### Public Works – All Divisions

**Highlights (Continued):**

- Capital improvements includes:
  - *Streets Division:*
    - \$350,000 for the Streets Improvement Program
    - \$50,000 for sidewalk repairs, streetscaping, and ADA projects
  - *Stormwater Division:*
    - \$75,000 for a storm drainage pipe replacement program
  - *Grounds Maintenance Division:*
    - \$35,000 for repair of riser and trash rack for Lake Louise dam
    - \$15,000 for repair of trash collector at Lake Louise Forebay.
- Capital Outlay includes:
  - *Sanitation Division:*
    - \$334,000 for new garbage collections truck
  - *Stormwater Division:*
    - \$297,000 for new streetsweeper (offsetting revenue and ROI of 2 years)
  - *Grounds Maintenance Division:*
    - \$199,000 for replacement of playground equipment with accessible set.

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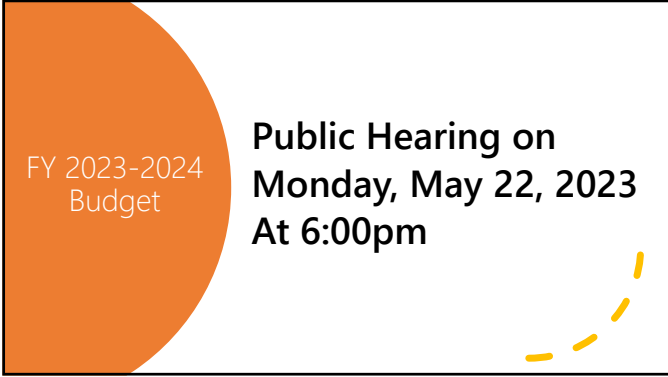
### Water Fund

	FY 2023 Amended Budget	FY 2024 Proposed Budget	\$ Variance	% Variance
<b>Water Fund – All Divisions</b>				
Personnel	\$1,249,815	\$1,252,568	\$2,753	0.2%
Operations	\$837,580	\$851,227	\$13,647	1.6%
Capital Outlay	\$35,000	\$60,000	\$25,000	71.4%
Capital Improvements	\$1,721,316	\$400,000	(\$1,321,316)	-76.8%
<b>Total</b>	<b>\$3,843,711</b>	<b>\$2,563,795</b>	<b>(\$1,279,916)</b>	<b>-33.3%</b>

**Highlights:**

- Capital outlay includes replacement of aging equipment: 4 Chemtrac chloring and pH meters and 6 turbidity meters and controllers
- Capital improvements includes funds for the new Waterline Replacement Program.

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A rectangular graphic with a black border. On the left side, there is a solid orange semi-circle. Inside this semi-circle, the text "FY 2023-2024 Budget" is written in white. To the right of the semi-circle, the text "Public Hearing on Monday, May 22, 2023 At 6:00pm" is written in black. In the bottom right corner of the graphic, there is a small, dashed yellow curved line.

FY 2023-2024  
Budget

**Public Hearing on  
Monday, May 22, 2023  
At 6:00pm**

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**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

# **PUBLIC HEARING**

**MEETING DATE:** May 22, 2023  
**SUBJECT:** Water Shortage Response Plan Amendments  
**PRESENTER:** Water Treatment Plant Supervisor  
**ATTACHMENTS:** Proposed Code Amendments to Chapter 30

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town’s Water Shortage Response Plan is contained in Code Chapter 30. In its current form this Plan has been in place since May 18, 2009. Fortunately, the Town has not ever had to implement the Plan, but does need to keep it in place.

Staff has reviewed the Plan and recommends some minor updating of the Plan. The proposed Code amendments are recommended in order to more accurately reflect the water system interconnections available for emergency purposes, the closest appropriate river gage, and the method of making emergency notifications should conservation measures have to be implemented.

Town Council seeks public comment on the proposed amendments prior to taking action on the proposed Code amendments.

**COUNCIL ACTION REQUESTED:**

Receive public comment on the proposed Code amendments.

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 30  
CONCERNING THE WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, on May 18, 2009, the Town adopted a Water Shortage Response Plan which is codified as Division 5 of Code Chapter 30;

**WHEREAS**, the Water Shortage Response Plan has been reviewed and minor amendments are recommended in order to update the Plan to more accurately reflect the water system interconnections available for emergency purposes, the closest appropriate river gage, and the method of making emergency notifications should conservation measures have to be implemented;

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

1. Division 5 of Code Chapter 30 is hereby amended as shown on the attached Exhibit A which shows the added language shown as underlined and deleted language, if any, is shown with strike-throughs.
2. 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.
3. 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

*CHAPTER 30 – UTILITIES*  
*DIVISION 5. WATER SHORTAGE RESPONSE PLAN*

**Sec. 30-151. Purpose.**

Publicly and privately owned water systems in North Carolina that are required to prepare a local water supply plan under N.C.G.S. 143-355(l) shall include a water shortage response plan (WSRP) outlining how the system will respond to drought or other water shortage emergencies and continue to meet essential public water supply needs during the emergency.

**Sec. 30-152. Definitions.**

In addition to the definitions provided in article I, the words defined in this section shall have the meaning herein ascribed:

*Available stream flow:* The flow at the Ivy River Raw Water Intake that will flow into the intake wet well. This is the total river flow minus any amount of said flow that cannot or will not flow freely into the intake wet well due to the topography of the stream bed.

*Controlled watering:* Minimal watering required to conserve ornamental plants or vegetables by hand watering or manually operated fixed systems where such watering is fully supervised to prevent excess watering, runoff or waste during the watering process.

*Emergency use restrictions:* This is the most restrictive phase of the WSRP and is to be implemented when water supply shortages reach critically low levels. Only water uses that are absolutely essential are permitted during emergency use restrictions. Penalties, fines and disconnection of water service apply to violations of emergency use restrictions as outlined herein.

*Mandatory use restrictions:* This is Phase II of the WSRP and is divided into two sub-phases, Stage 1 and Stage 2 in order to provide flexibility in the application of mandatory water restrictions. Penalties, fines and disconnection of water service may apply to violations of mandatory conservation as outlined herein. Conservation measures taken during mandatory conservation are intended to reduce water use by ten to 25 percent.

*Total production capacity:* The total amount of water that can be produced by the water system from all sources. This does not include water purchased from another system under any agreement or in emergency circumstances.

*Voluntary conservation:* This Phase I of the WSRP is to be implemented when conditions indicate the potential for water supply shortages. Measures taken during this phase are intended to reduce water use by five to ten percent. Although there is no penalty for violations, voluntary conservation measures are to be strongly encouraged or more stringent mandatory conservation may be imposed.

**Sec. 30-153. Applicability.**

The provision of this article shall be applicable if and when a potable water shortage exists or is imminent, or if any other situation exists that threatens seriously to disrupt or diminish the municipal water supply including, but not limited to, drought, waterline breaks or other large losses of water, contamination of the raw water supply, and extended power outages or other interruption in treatment plant operations.



**Sec. 30-154. Authority to implement.**

If the availability of water so limits the water supply of the Weaverville Water System that unrestricted use of water may endanger the adequacy of water available to customers of the system the public works director or, in the absence of the public works director, the operator in responsible charge (ORC) of the Ivy River Treatment Plant shall make a recommendation to the town manager or in the absence the town manager, the mayor and he or she shall be responsible for enacting the water shortage response plan as outlined herein.

**Sec. 30-155. Three-phase response program.**

In the event of a water shortage or impending shortage as outlined herein the town will respond based on the severity of the shortage and expected duration with the goal of bringing demand for drinking water in line with available supply.

The following three-phase program is established for conservation purposes:

Phase I - Voluntary Conservation

Phase II - Mandatory Use Restrictions (MUR)

Stage 1 Mandatory Use Restrictions

Stage 2 Mandatory Use Restrictions

Phase III - Emergency Use Restrictions

**Sec. 30-156. Implementation triggers and response.**

Each phase shall be implemented as follows:

(1) *Phase I - Voluntary Conservation*

*Triggers*

Average daily use exceeds 80 percent of total production capacity for a period of seven consecutive days within a 30-day period and supplemental supply from [Asheville Mars Hill](#) is restricted or not available, or

System failure such as a water leak limits the ability to fill system reservoirs. Reservoir levels are maintained but not declining, or

Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and adequate supplemental water is available from [Asheville Mars Hill](#) subject to voluntary conservation by the [Asheville Mars Hill](#) system, or

Any condition when the town manager and public works director are in agreement that conditions warrant voluntary use restrictions.

*Response*

Public works director to report to town manager per section 30-154.

Town manager implements WSRP.

Town manager to inform town council of situation.

Notify local news media (Asheville Citizen-Times, WLOS-TV, etc.) and ask for public announcements.

Post notice at town hall.

Notify NCDENR that WSRP has been implemented.

Notify Weaverville, Reems Creek and Jupiter fire departments of WSRP implementation.

All notices listed above shall include the WSRP Phase of restriction and measures to be taken by the public to conserve water.

Utilize water use reduction educational materials such as handouts and website if conditions are expected to continue for more than 30 days.

Begin monitoring per section 30-160.

*(2) Phase II - Stage 1 Mandatory Use Restriction.*

*Triggers*

Voluntary conservation measures have been in place for at least seven days and have failed to measurably reduce average daily consumption, or

Any condition when the town manager, public works director and water treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.

*Response*

Same response as Phase I Voluntary Restrictions, plus

Town Manager will use ~~CodeRED~~ an emergency notification system or mailing to inform customers of the Step 1, MUR and may repeat ~~CodeRED~~ announcements as necessary.

Update all posted notices to include details of Step 1 MUR provisions and list schedule of penalties.

*(3) Phase II - Stage 2 Mandatory Use Restriction*

*Triggers*

Average daily use exceeds 90 percent of total production capacity for a period of five consecutive days and supplemental supply from Asheville Mars Hill is restricted or not available and voluntary conservation measures or Stage 1 Mandatory Use Restrictions have been in place for at least 7 days, or

Water demand from the Ivy River Treatment Plant exceeds 50 percent available stream flow at the raw water intake Ivy River Gage 03453000 near Marshall, NC, for two consecutive days after Stage 1 Mandatory Use Restrictions have been in place for seven days, or

System failure such as a water leak limits the ability to fill system reservoirs and reservoirs are declining. System failure is not expected to be corrected before system reservoirs drop below a one-day supply at current daily demand rate, or

Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and water is available from [Asheville Mars Hill](#) but subject to mandatory use restrictions by the [Asheville Mars Hill](#) system, or

Any condition when the town manager, public works director and water treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.

#### *Response*

Same response as Phase I Voluntary Restrictions, plus

Town manager will use [CodeRED an](#) emergency notification system [or mailing](#) to inform customers of the Stage 2 Mandatory Use Restrictions and will repeat [CodeRED](#) announcements on weekly basis.

Update all posted notices to include details of Stage 2 Mandatory Use Restrictions provisions and list schedule of penalties.

Contact all commercial and industrial users by personal visits or telephone and advise them of the details of Stage 2 Mandatory Use Restrictions and penalties.

Contact local homeowner's associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.

#### *(4) Phase III - Emergency Use Restriction*

##### *Triggers*

Average daily use exceeds 95 percent of total production capacity for a period of three consecutive days and supplemental supply from [Asheville Mars Hill](#) is restricted or not available and Stage 2 Mandatory Use Restrictions have been in place for at least seven days, or

Water demand from the Ivy River Treatment Plant exceeds 75 percent available stream flow the ~~raw water intake~~ [Ivy River Gage 03453000 near Marshall, NC](#), for two consecutive days after Phase II, Step 2 Mandatory Use Restrictions have been in place for five days, or

Any condition that limits the ability to fill system reservoirs and system reservoir levels have dropped below a one-day supply, or

Water plant operation is interrupted or limited by mechanical failure, interruption time is undetermined and supplemental water is not available from [Asheville Mars Hill](#) or emergency use restrictions are in place on the [Asheville Mars Hill](#) system, or

Any condition by majority vote of town council in regular or special session upon recommendation by the town manager.

##### *Response*

Same response as Phase I Voluntary Restrictions, plus

Town manager will use [CodeRED an](#) emergency notification system [or mailing](#) to inform customers of the emergency use restrictions and will repeat [CodeRED](#) announcements on weekly basis.

Update all posted notices to include details of emergency use restrictions provisions and list schedule of penalties.

Contact all commercial and industrial users and advise them of the details of Step 2 MUR provisions.

Contact local homeowners' associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.

**Sec. 30-157. Establishment of use classifications.**

In order to facilitate a fair and equitable WSRP, every water use will be classified into one of three classifications as follows:

*(1) Class I - Essential Water Uses*

Table 5.7.1 - Essential Water Uses		
a.	Domestic	<ul style="list-style-type: none"> <li>Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation, including necessary food preparation.</li> </ul>
b.	Health Care	<ul style="list-style-type: none"> <li>Patient care and rehabilitation.</li> </ul>
		<ul style="list-style-type: none"> <li>The filling and operation of swimming pools for health care and rehabilitation purposes.</li> </ul>
c.	Public Use	<ul style="list-style-type: none"> <li>Firefighting.</li> </ul>
		<ul style="list-style-type: none"> <li>Water system flushing for health and public protection purposes.</li> </ul>
d.	All	<ul style="list-style-type: none"> <li>The use of a minimal amount of water necessary to clean any surface which a health official has determined to be contaminated in a manner effecting health and safety.</li> </ul>
		<ul style="list-style-type: none"> <li>The washing of vehicles where the health and safety of the public requires frequent cleaning such as those that transport food and other perishables and vehicles used to transport sick or injured persons such as ambulances.</li> </ul>

*(2) Class II - Socially or Economically Important Uses*

Table 5.7.2 - Socially or Economically Important Uses		
a.	Domestic	<ul style="list-style-type: none"> <li>Home water use including kitchen, bathroom and laundry use.</li> </ul>
		<ul style="list-style-type: none"> <li>Controlled watering or drip irrigation of vegetable gardens.</li> </ul>
		<ul style="list-style-type: none"> <li>Watering of trees, shrubs and flowering plants where necessary to preserve them by controlled watering or drip irrigation.</li> </ul>
b.	Commercial	<ul style="list-style-type: none"> <li>Commercial vehicle washes and laundromats.</li> </ul>
		<ul style="list-style-type: none"> <li>Restaurants and hotels.</li> </ul>
		<ul style="list-style-type: none"> <li>Irrigation for commercial nurseries at a minimum level necessary to maintain stock.</li> </ul>
		<ul style="list-style-type: none"> <li>Controlled watering at a minimum rate necessary to establish vegetation following grading/building where such vegetation is required by law or regulation.</li> </ul>
c.	Public Use	<ul style="list-style-type: none"> <li>Minimum amount required to maintain essential cooling operations.</li> </ul>
		<ul style="list-style-type: none"> <li>Filling and operation of public swimming pools which serve more than 25 residents.</li> </ul>
d.	Industrial	<ul style="list-style-type: none"> <li>Testing and drills by the fire department performed in the interest of public safety when specifically approved by the town manager.</li> </ul>
		<ul style="list-style-type: none"> <li>Minimum use necessary to operate production facilities and maintain jobs.</li> </ul>
e.	All	<ul style="list-style-type: none"> <li>Minimum amount required to maintain essential cooling operations.</li> </ul>
		<ul style="list-style-type: none"> <li>The cleaning or power washing of building exteriors prior to painting or repair and not solely for aesthetic purposes.</li> </ul>

(3) *Class III - Non-Essential Uses*

Table 5.7.3 - Non-Essential Uses		
a.	All	• Ornamental uses such as fountains and artificial waterfalls.
		• Filling and operation for recreational swimming pools which serving fewer than 25 residents and which are not open to the general public.
		• Washdown of driveway and other impervious surfaces except as provided for in subsection 30-156(1).
		• Noncommercial washing of motor vehicles, campers, boats, etc., except as provided for in subsection 30-156(1).
		• Allowing any tap, hose or pipe to run open for any purpose.
b.	Residential	• Lawn irrigation.
		• Automatic irrigation of trees, shrubs, and ornamental plants except when limited to one watering per week between the hours of 4:00 a.m. and 7:00 a.m.
c.	Commercial	• Serving water in restaurants except by request.
		• Cooling systems that rely solely on evaporation.
d.	Public use	• Irrigation of lawns, gardens, parks, playing fields and recreational areas.

**Sec. 30-158. Use restrictions.**

Upon implementation of water restrictions Phase I through Phase III as outlined herein, all water usage by customers of the Weaverville Water System shall immediately respond by conserving water according to the following table. Any water system purchasing water from the Weaverville Water System shall implement similar conservation measures on said system or immediately discontinue using Weaverville water.

Use Class	Phase I Voluntary Conservation	Phase II Step 1 Mandatory Use Restrictions	Phase II Step 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
Class 1. Essential	Voluntary conservation	Voluntary conservation	Voluntary conservation	Additional conservation
Class 2. Socially or economically important	Voluntary conservation	Voluntary conservation	Additional conservation	Prohibited
Class 3. Nonessential	Voluntary conservation	Prohibited	Prohibited	Prohibited

**Sec. 30-159. Enforcement penalties.**

(1) *Penalties.* The following penalties outlined in the following table shall be imposed for violations of the provisions of this article:

Table 5.9.1 Penalties			
Offence	Phase I Voluntary Conservation	Phase II Steps 1 and 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
First	Issue public awareness notice	Notice of violation	\$100.00 fine
Second	Issue public awareness notice	\$100.00 fine	\$500.00 fine
Third	Issue public awareness notice	\$250.00 fine	Disconnection of service
More than three offenses	Issue public awareness notice	Disconnection of service	N/A

(2) *Fines, disconnection and reinstatement.* The town manager is hereby authorized to disconnect water service to any customer who repeatedly violates the provisions of this article in accordance with the penalties outlined herein.

All fines prescribed for violations of this water shortage response plan shall be enforceable in the same manner as any other fees and charges for water service from the town.

Should it become necessary to disconnect the water service from any premises in accordance with Table 5.9.1 said water service will not be restored until that phase of the water restrictions have been lifted. Said service shall be subject to a reconnection fee in the same manner as a water service that has been terminated for nonpayment.

**Sec. 30-160. Monitoring.**

The Weaverville Water System is equipped with supervisory control and data acquisition systems (SCADA) which continuously monitor critical data, including all system reservoirs, the level of the Ivy River at the intake, and water production and pumping flow rates. Monitored data is retained in historical files readily available for review and trending. The SCADA systems will be used as the primary source of data for monitoring of water supply conditions.

During any stage of implementation of the WSRP the public works director and the Ivy River Treatment ORC shall monitor the effectiveness of any Phase of the WSRP by reviewing water demand, weather forecasts, system reservoir levels, etc., in accordance with the following table:

Table 5.9 - System Monitoring	
WSRP Restriction Level	Review Schedule
Voluntary conservation	Weekly
Stage 1 Mandatory Use Restrictions	Weekly
Stage 2 Mandatory Use Restrictions	Daily
Emergency Use Restrictions	Twice Daily

**Sec. 30-161. Duration.**

Any water shortage declaration as provided herein shall remain in effect until it has been determined that water supplies and service conditions have returned to normal. The decision to issue, upgrade, downgrade or withdraw the level of declaration will be made in the same manner as described in section 30-154 of this article.

**Sec. 30-162. Public input.**

Prior to the initial adoption of division 5 of this article or any amendment thereto, the town council shall designate a time to receive public comment on the water shortage response plan or amendment thereto, provided further that the WSRP, or any amendment thereto shall be available for public inspection at Weaverville Town Hall for a period of at least seven days prior to receiving public comment, and that notice of the public comment meeting has been made in accordance with G.S. 160A-71.

**Sec. 30-163. Variances and variance criteria.**

Any person, company or corporation (applicant) requesting a variance from the requirements of the WSRP as contained in this division may do so in accordance with section 30-33 of this chapter.

Variances from the provision of this article may be granted if the hearing authority, as determined in section 30-33, determines that there are special conditions specific to the applicant with regard to use class that are not applicable to the use class as a whole and that granting a variance will not adversely effect other users of the system or cause the triggering of a more restrictive phase of the WSRP. In no case however, shall a nonessential use of water be permitted during any period of Phase III - Emergency Use Restrictions.

Any variance granted under this section shall become null and void if a more restrictive stage of the WSRP is implemented. Nothing in this section shall prevent any applicant from reapplying for the same or a different variance after any change in the WSRP to a more or less restrictive phase.

**Sec. 30-164. Revisions and review.**

The town manager shall be responsible for reviewing the provisions of this article and making recommendations to the town council for amendments thereto. Such review shall take place after implementation of any emergency restrictions, upon changes in available water supply such as water plant expansion or new interconnections with other approved systems, and otherwise at intervals not to exceed five years.



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Workshop  
Tuesday, April 18, 2023**

The Town Council for the Town of Weaverville met for a regularly scheduled workshop on Tuesday, April 18, 2023, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC with remote access via zoom.

Councilmembers present: Vice Mayor Jeff McKenna and Councilmembers Doug Jackson, Andrew Nagle, John Chase, Catherine Cordell, and Michele Wood. Mayor Patrick Fitzsimmons attended via Zoom but did not participate in any votes.

Staff members present: 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, Recreation Coordinator Shelby Stovall, and Zoom Room Coordinator Lauren Ward.

### 1. Call to Order

*Vice Mayor McKenna called the meeting to order at 6:00 p.m.*

### 2. Presentation of Preliminary Budget Considerations

Town Manager Selena Coffey provided Town Council with an overview of the preliminary budget considerations including a revenue forecast, fund balance, and budgetary considerations. See PowerPoint presentation attached.

### 3. Town Council Budgetary Input

The following represents Town Council's input:

- Council discussed the benefits of pulling from fund balance instead of imposing new fees.
- Prepare comparison of the Towns police department and fire department staff count to that of surrounding townships.
- Town Council members would like Town staff to investigate the following:
  - Possible reimbursement program for law enforcement services provided under mutual aid in the county's jurisdiction.
  - Local option sales tax for the town
  - Hybrid vehicle for the Fire Department

### 4. Adjournment of Town Council

*Without objection, Vice Mayor McKenna declared the meeting adjourned at approximately 7:00pm.*

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**James Eller, Town Clerk**





## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Regular Meeting  
Monday, April 24, 2023**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, April 24, 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, Deputy Clerk/Communications Coordinator Grace Keith, Police Chief Ron Davis, Fire Chief Scottie Harris, Public Works Director Dale Pennell, and Water Treatment Plant Supervisor Randall Wilson.

### **1. Call to Order**

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

### **2. Approval/Adjustments to the Agenda**

*Councilmember Jackson 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. Public Hearing – Water System Development Fees**

Mayor Fitzsimmons declared the public hearing open.

Town Attorney Jennifer Jackson noted that the public hearing had been properly noticed in accordance with NC law and then presented Council with information regarding proposed updates to the Town's water system development fees which were originally implemented on July 1, 2018.

Ms. Jackson indicated that no written comments were received. No one was present at the meeting or via Zoom that wished to provide any comment, so Mayor Fitzsimmons closed the public hearing without objection.

**5. Public Hearing – Annexation Agreement between Woodfin and Weaverville**

Mayor Fitzsimmons declared the public hearing open.

Town Attorney Jennifer Jackson noted that the public hearing had been properly noticed and presented Council with information 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.

Ms. Jackson indicated that no written comments were received. No one was present at the meeting or via Zoom that wished to provide any comment, so Mayor Fitzsimmons closed the public hearing without objection.

**6. Public Hearing – Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards**

Mayor Fitzsimmons declared the public hearing open.

Planning Director James Eller noted that the public hearing had been properly noticed in accordance with Town Code and NC law and then presented Council with information regarding 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.

Planning Director James Eller informed Council that upon 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.

Mr. Eller indicated that no comments received. No one was present at the meeting or via Zoom that wished to provide any comment, so Mayor Fitzsimmons closed the public hearing without objection.

**7. Consent Agenda**

*Councilmember Jackson 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. **March 21, 2023 Town Council Workshop Minutes**– *Minutes approved as presented*
- B. **March 27, 2023 Town Council Regular Meeting Minutes**– *Minutes approved as presented*
- C. **Monthly Tax Report** – *Information only*
- D. **Annual Presentation of Town Manager Delegated Policies** – *Information only*
- E. **Adoption of Records Retention and Disposition Schedule** – *Schedule adopted*
- F. **American Rescue Plan Act (ARPA) Award – Approval of Required Policies** – *Approved as presented*
- G. **Approval of Updated ABC Law Enforcement Agreement** – *Agreement approved as presented*
- H. **Water Commitment Renewal – 60 Ollie Weaver Road** – *Commitment renewed*
- I. **Board Appointments – Planning Board** – *Board appointments approved*

**8. Town Manager’s Report**

Town Manager Coffey presented her Manager’s report to Council which included information regarding the Bike Helmet Initiative, the new District Manager for Duke Energy, the Town’s Arbor Day program, as well as an update on linking the greenways between Weaverville and Woodfin.

**9. 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@weaverville.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.

## **10. Discussion & Action Items**

### **A. Weaverville Economic Development Advisory Committee Update and Review of Economic Development Goals**

Phil Barnett presented a list of members and an update on the activities of the Weaverville Economic Development Advisory Committee. The WEDAC will be requesting some funding from Town Council and agreed to work on an update to economic development goals for presentation to Town Council at a future meeting.

### **B. Water System Capital Projects – Update and Next Steps**

Town Manger Selena Coffey presented Town Council with an update on water system capital projects. She noted that the Resiliency and WTP Expansion projects have 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). This new engineering proposal was presented to Town Council for consideration and approval. Town Council was also encouraged to adopt a new reimbursement resolution for the WTP Expansion Project and to consider adopting an Amended and Restated Capital Project Ordinance that separates the Resiliency Project from the WTP Expansion Project into two projects.

*Mayor Fitzsimmons made a motion to 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. Motion passed 6-1 with Councilmember Nagle voting no.*

*Councilmember Jackson made a motion to adopt the Reimbursement Resolution on the WTP Expansion Project. Motion passed 6-1 with Councilmember Nagle voting no.*

*Councilmember Chase made a motion to adopt the Amended and Restated Capital Project Ordinance for the Water System Capital Projects. Motion passed 6-1 with Councilmember Nagle voting no.*

### **C. Annexation Agreement with Woodfin – Sourwood Inn Area**

Town Attorney Jennifer Jackson noted that since the public hearing occurred, Town Council is eligible to take action on 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.

*Councilmember Jackson motioned to adopt the annexation agreement between Weaverville and Woodfin. Motion passed unanimously.*

**D. Code Amendments – Nonconforming Lots, Table of Dimensional Requirements, and Mapping Standards**

Mr. Eller noted that since the public hearing occurred and the Planning Board findings and recommendation in hand, Town Council is eligible to take action on Town Code Chapter 20 Concerning Nonconforming Lots, Table of Dimensional Requirements as it relates to the calculation of density, and the applicability of Mapping Standards

*Councilmember Nagle motioned to 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. Motion passed unanimously.*

**E. Presentation of Town Manager Recommended FY2024 Budget**

Town Manager Selena Coffey presented to Town Council the proposed FY 2023-2024 and asked that Town Council formally set the public hearing on the budget for Monday, May 22, 2023 at 6pm.

*Vice Mayor McKenna made a motion to set the public hearing on the budget for Monday, May 22, 2023 at 6pm, Town Hall Council Chambers. Motion passed unanimously.*

**F. Quarterly Report – Planning**

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

**G. Quarterly Report – Finance**

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

**11. Adjournment**

*Without objection, Mayor Fitzsimmons declared the meeting adjourned. Meeting adjourned at approximately 7:41 pm.*

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**James Eller, Town Clerk**



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Workshop  
Tuesday, May 16, 2023**

The Town Council for the Town of Weaverville met for a regularly scheduled workshop on Tuesday, May 16, 2023, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC with remote access via zoom.

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

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

### **1. Call to Order and Introductions**

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

### **2. Highlights of Proposed Budget**

Town Manager Coffey presented the Town Council with updates regarding new budgetary requests and proposed departmental expenditure highlights.

Finance Director Tonya Dozier presented the Town Council with proposed revenue highlights.

See PowerPoint presentation attached.

### **3. Town Council Input & Questions**

Council members had questions centered around the proposed solar project at the fire station, new stormwater fees versus tax rate increase for the stormwater program, and proposed public works expenditures.

### **4. Adjournment**

*Without objection, Mayor Fitzsimmons declared the meeting adjourned at approximately 7:05pm.*

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**James Eller, Town Clerk**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** May 22, 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 April 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 April 2023:**

Original Billed Amts	\$	3,986,152
Abs Adj (Adjustments by Assessor)	\$	(554)
Bill Releases	\$	(42)
Discovery Levy	\$	5,720
Additional Levy	\$	-
Net Levy	\$	3,991,276
<b>Total Current Year Collections</b>	<b>\$</b>	<b>3,982,543</b>
<b>% Collected</b>		<b>99.78%</b>
<b>Total Left to be Collected:</b>	<b>\$</b>	<b>8,732</b>
Prior Years Tax Paid	\$	4,157
Prior Years Interest Paid	\$	544

Date run: 5/4/2023 3:12:55 PM

TR-401G Net Collections Report

NCPTS V4

Data as of: 5/3/2023 11:30:57 PM

Report Parameters:

Date Sent to Finance Start: Min - April 1, 2023

Date Sent to Finance End: Max - April 30, 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, WEATHERVILLE TAX

Tax Year: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003  
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 April 30, 2023												Activity from April 1, 2023 to April 30, 2023			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	% Coll.	Amt Collect. (\$)	Unpaid Balance (\$)	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)									Assessor Refunds (\$)	Additional Levy (\$)	
2022	0.00	0.00	0.00	0.00	0.00	0.00	4,675.02	0.00	NA	0.00	418.87	0.00	0.00	0.00	
2021	0.00	0.00	4,675.02	0.00	0.00	0.00	5,040.09	0.00	NA	0.00	7.20	0.00	0.00	0.00	
2020	0.00	0.00	5,040.09	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2019	0.00	0.00	11,524.83	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2018	0.00	0.00	5,056.63	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2017	0.00	0.00	316.01	0.00	0.00	0.00	316.01	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2016	0.00	0.00	0.00	0.00	0.00	0.00	39.57	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2015	0.00	0.00	64.92	0.00	0.00	0.00	64.92	0.00	NA	0.00	0.00	0.00	0.00	0.00	
2014	0.00	0.00	100.08	0.00	0.00	0.00	100.08	0.00	NA	0.00	0.00	0.00	0.00	0.00	



2013	0.00	0.00	10.54	0.00	0.00	0.00	0.00	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00	NA	1,020.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00	NA	730.74	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	28,591.38	0.00	0.00	0.00	0.00	0.00	NA	28,591.38	0.00	0.00	0.00	0.00	0.00	0.00	0.00
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY</b>																	
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,259.43	24.10	0.00	NA	3,259.43	10.40	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	0.00	NA	4,388.18	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	NA	6,669.09	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	14,316.70	428.34	0.00	NA	14,316.70	10.40	0.00	0.00	0.00	0.00	0.00	0.00
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX</b>																	
2023	0.00	0.00	10.23	1,157.92	1,147.69	0.00	1,147.69	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,157.92
2022	3,988,151.82	553.97	41.92	5,719.53	3,981,275.46	3,982,543.20	8,732.26	0.00	NA	3,982,543.20	10,251.84	219.58	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	3,726,007.95	3,120.41	0.00	NA	3,726,007.95	87.27	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	0.00	NA	3,371,479.68	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	NA	99.93%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2012	68,037.63	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	NA	71,719.36	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2011	82.56	0.00	71,719.36	0.00	0.00	100%	0%	0.00	NA	100%	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	11,199,483.73	9,721.95	3,270.03	43,881.17	11,233,626.52	11,218,372.16	15,254.36	0.00	NA	11,218,372.16	10,339.11	219.58	0.00	0.00	0.00	0.00	1,157.92
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX</b>																	
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	NA	44,424.98	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	49,954.82	0.00	44,424.98	0.00	0.00	89.28%	10.72%	0.00	NA	89.28%	0.00	0.00	0.00	0.00	0.00	0.00	0.00

2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %							
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
		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
		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
		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	0.00	0.00	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
		0.00	1.15	0.00	0.00	0.20 %	99.80 %							
2012	752.46	0.00	111.58	0.00	640.88	204.72	436.16	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %							
<b>Sub.</b>	<b>56,171.30</b>	<b>0.00</b>	<b>327.28</b>	<b>0.00</b>	<b>55,844.02</b>	<b>46,047.33</b>	<b>9,796.69</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>46,047.33</b>	<b>0.00</b>	<b>0.00</b>	<b>82.46 %</b>	<b>17.54 %</b>							
<b>Total</b>	<b>11,260,743.15</b>	<b>10,270.80</b>	<b>3,599.61</b>	<b>53,857.42</b>	<b>11,304,215.58</b>	<b>11,307,327.57</b>	<b>25,479.39</b>	<b>10,775.58</b>	<b>219.58</b>	<b>10.45</b>	<b>1,157.92</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>1,457.40</b>	<b>11,308,784.97</b>	<b>3,485.42</b>	<b>0.00</b>	<b>99.77 %</b>	<b>0.23 %</b>							

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

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

**Date of Meeting:** May 22, 2023  
**Subject:** Budget Amendment – Administration  
**Presenter:** Town Finance Director  
**Attachments:** Budget Amendment Form

**Description/Summary of Request:**

One of the Town’s vehicles (2014 Ford Escape) was recently involved in an accident and deemed a total loss by the insurance company for the driver at fault. The Town has received the resulting claim proceeds from Nationwide Insurance totaling \$15,470.85. The Town Manager has requested that these funds be used to assist with funding a replacement vehicle.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2022-2023 budget.

**Action Requested:**

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment FY 2022-2023**

**Town of Weaverville**

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-410-412-50500	Admin - Capital Equipment	\$15,470.85

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09043	Property Insurance Claims	\$15,470.85

**Justification:** Please provide a brief justification for this budget amendment. *Nationwide insurance claim proceeds (from total loss of Admin vehicle) allocated to Administration Department to help cover cost of replacement vehicle.*

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

- Budget Ordinance Section 7:
- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
  - C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
  - D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
  - E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

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

**Date of Meeting:** May 22, 2023  
**Subject:** Approval of FY 2022-2023 Audit Contract  
**Presenter:** Town Finance Director  
**Attachments:** Audit Contract with Gould Killian CPA Group

**Description:**

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2022-2023 Audit. At the direction of Town Council, staff negotiated another three-year contract with Gould Killian in the spring of 2021. Accordingly, this is the third year of the three-year audit contract with this auditing firm. You will find that the total fee of \$24,900 is the same as the prior year cost. This \$24,900 includes \$20,000 for the audit and \$4,900 for the completion of the Annual Comprehensive Financial Report.

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2022-2023 Audit. The contract binds the Town for this one year only. This contract must be executed by the Town in order for the auditor to provide same to the Local Government Commission (LGC).

**Council Action Requested:**

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

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



March 23, 2023

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

### **Agreement to Provide Services**

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

#### **Objectives and Scope of the Audit**

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2023. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Weaverville’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

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

#### **Audit Objectives**

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

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

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

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

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

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

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

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



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

1. Management's override of internal controls

#### **Audit Procedures—Internal Control**

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

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

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

#### **Audit Procedures—Compliance**

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

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

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

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

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

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

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

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

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

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

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

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

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

### **Reproduction of Audit Report**

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

### **Posting of Audit Report and Financial Statements on Your Website**

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

### **Review of Documents In Connection With Offering of Sale of Debt**

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

### **Availability of Records and Personnel**

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

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

### **Assistance by Your Personnel**

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

## **Peer Review Reports**

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

## **Other Services**

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

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

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

## **Independence**

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

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

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

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



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

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

### **Engagement Administration, Fees, and Other**

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

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

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

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

We expect to begin our audit in June 2023 and to issue our reports no later than October 31, 2023. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

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

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

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

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

### **Reporting**

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

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

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

Very truly yours,



Daniel R. Mullinix  
Certified Public Accountant

RESPONSE:

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

Management signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

Governance signature: \_\_\_\_\_

Title: \_\_\_\_\_

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



The of and	Governing Board Town Council
	Primary Government Unit Town of Weaverville
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

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

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

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

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

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

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

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

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

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
  - b) the status of the prior year audit findings;
  - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
  - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).



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

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

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

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

**FEEES FOR AUDIT SERVICES**

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

Financial statements were prepared by:  Auditor  Governmental Unit  Third Party

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

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Tonya Dozier	Fin Director/Town of Weaverville	tdozier@weavervillenc.org

**OR Not Applicable**  (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

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

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

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

**PRIMARY GOVERNMENT FEES**


Primary Government Unit	Town of Weaverville
Audit Fee	\$ 20,000
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$ 3,000
Writing Financial Statements	\$ 4,900
All Other Non-Attest Services	\$

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit Fee	\$
<b>Additional Fees Not Included in Audit Fee:</b>	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

**SIGNATURE PAGE**

**AUDIT FIRM**

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Daniel R. Mullinix	Signature* 
Date* 03/23/23	Email Address* dmullinix@gk-cpa.com

**GOVERNMENTAL UNIT**

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

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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

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

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

Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*



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

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

**DPCU – PRE-AUDIT CERTIFICATE**

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

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

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

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

**PRINT**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** May 22, 2023

**SUBJECT:** American Rescue Plan Act (ARPA) Award – Grant Project Ordinance

**PRESENTER:** Finance Director Dozier

**ATTACHMENTS:** Amended and Restated Grant Project Ordinance  
Grant Project Ordinance Adopted in July 2021

**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.

In July of 2021 Town Council adopted a grant project ordinance that serves as a basic budget for the ARP/CSLFRF award. The ordinance needs to be updated to accurately reflect the expenditure plan for these funds.

The proposed Amended and Restated Grant Project Ordinance would use the ARP/CSLFRF award to reimburse the Town for salaries and benefits for the following general government departments: Police, Fire, and Public Works. This will allow the ARP/CSLFRF award to be transferred into the General Fund for immediate use on whichever projects that Town Council decides to use them on, including a transfer into the Water Fund for water related projects.

**COUNCIL ACTION REQUESTED:**

Town Council action to adopt the *Amended and Restated Grant Project Ordinance for the Town of Weaverville American Rescue Plan Action of 2021: Coronavirus State and Local Fiscal Recovery Funds*.

**AMENDED AND RESTATED GRANT PROJECT ORDINANCE FOR THE  
TOWN OF WEAVERVILLE AMERICAN RESCUE PLAN ACT OF 2021:  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

**WHEREAS**, the Town of Weaverville has accepted an award of American Rescue Plan Coronavirus State and Local Fiscal Recovery (ARP/CSLFRF) Funds and adopted a grant project ordinance in July 2021 in order to provide for the proper accounting of the revenues received and qualified expenditures made;

**WHEREAS**, the Town Manager has requested that the standard allowance be elected and that ARP/CSLFRF funds be used to reimburse general government salaries and benefits within the General Fund as eligible expenditures under the revenue replacement category;

**WHEREAS**, the Town of Weaverville now wishes to amend and restate such ordinance to document its full receipt of said funds and election to take the standard allowance and expend all of its ARP/CSLFRF funds for the provision of government services;

**BE IT ORDAINED** by the 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 grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP/CSLFRF). The Town of Weaverville is in receipt of its total allocation of \$1,283,394.62. These funds may be used for the following categories of expenditures, to the extent authorized by state law:

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, 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, 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.

**Section 2:** The Town has elected to take the standard allowance, as authorized by 31 CFR Part 35.6(d)(1), and expend all of its ARP/CSLFRF funds for the provision of government services.

**Section 3:** The following amounts are appropriate for the revenue replacement project and authorized for expenditure:

<b>Project Description</b>	<b>Expenditure Category (EC)</b>	<b>Cost Object</b>	<b>Appropriation of ARP/CSLFRF Funds</b>
Police Services (3/3/2021 – 3/31/2022)	6.1	Salary	\$163,900.00
		Benefits	\$50,000.00
Fire Services (3/3/2021 – 3/31/2022)	6.1	Salary	\$163,900.00
		Benefits	\$50,000.00
Public Works Services (3/3/2021 – 3/31/2022)	6.1	Salary	\$163,897.31
		Benefits	\$50,000.00
Police Services (4/1/2022 – 3/31/2023)	6.1	Salary	\$163,900.00
		Benefits	\$50,000.00
Fire Services (4/1/2022 – 3/31/2023)	6.1	Salary	\$163,900.00
		Benefits	\$50,000.00
Public Works Services (4/1/2022 – 3/31/2023)	6.1	Salary	\$163,897.31
		Benefits	\$50,000.00
<b>TOTAL</b>			<b>\$1,283,394.62</b>

**Section 4:** The following revenues are available to complete the project:

<b>ARP/CSLFRF Funds:</b>	<b>\$1,283,394.62</b>
<b>TOTAL:</b>	<b>\$1,283,394.62</b>

**Section 5:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with 2 CFR 200.430 and 2 CFR 200.431 and the Town’s “Records Retention Policy” and “Allowable Costs and Cost Principles Policy” applicable to the ARP/CSLFRF award.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the revenue replacement project to the governing board on a quarterly basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

**Section 7:** This grant project ordinance is effective as of March 3, 2021, and expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

**ADOPTED** by Town Council this 26th day of July, 2021, and **AMENDED AND RESTATED** this the \_\_\_\_\_ day of May, 2023, with a vote of \_\_\_\_ in favor and \_\_\_\_ against.

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**PATRICK FITZSIMMONS, Mayor**

**ATTEST:**

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**JAMES ELLER, Town Clerk**

**GRANT PROJECT ORDINANCE FOR THE TOWN OF WEAVERVILLE  
CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

**WHEREAS**, the Town of Weaverville wishes to accept the Coronavirus State and Local Fiscal Recovery Funds and to adopt a grant project ordinance in order to provide for the proper accounting of the revenues received and qualified expenditures made;

**BE IT ORDAINED** by the 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 grant project ordinance is hereby adopted:

**Section 1:** This ordinance is to establish a budget for a project to be funded by the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (CSLRF). The Town of Weaverville has received the first tranche in the amount of \$641,697.31 of CSLRF funds. The total allocation is \$1,283,394.62, with the remainder to be distributed to the Town within 12 months. These funds may be used for the following categories of expenditures, to the extent authorized by state law:

1. Support public health expenditures, by funding COVID-19 mitigation efforts, medical expenses, behavioral healthcare, 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, 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.

**Section 2:** The following amounts are appropriated for the project and authorized for expenditure:

CSLRF Project	\$1,283,394.62
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**Section 3:** The following revenues are anticipated to be available to complete the project:

CSLRF Funds	\$1,283,394.62
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**Section 4:** The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements.

**Section 5:** The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

**Section 6:** Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Clerk to Town Council.

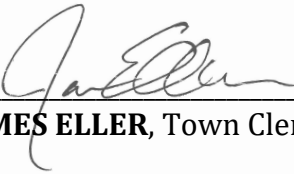
**Section 7:** This grant project ordinance expires on December 31, 2026, or when all the CSLRF funds have been obligated and expended by the town, whichever occurs sooner.

**ADOPTED** by Town Council this 26th day of July, 2021, with a vote of 4 in favor and 0 against.



\_\_\_\_\_  
**ALLAN P. ROOT, Mayor**

**ATTEST:**



\_\_\_\_\_  
**JAMES ELLER, Town Clerk**

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, May 22, 2023  
**Subject:** Road Closure Ordinances: Music on Main & July 4 Celebration  
**Presenter:** Selena D. Coffey, Town Manager  
**Attachments:** Road Closure Ordinances

**Description:**

Attached please find the Ordinances for the road closures for Music on Main and the July 4th Celebration.

**Council Action Requested:**

The Town Manger recommends approval of the Ordinances.

**Suggested Motion:**

*I move to approve the road ordinance for Music on Main and the July 4th Celebration.*



# Weaverville North Carolina

## AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE MUSIC ON MAIN EVENT SPONSORED BY THE WEAVERVILLE BUSINESS ASSOCIATION

**WHEREAS**, the Town Council of Weaverville has been approached by the Weaverville Business Association requesting to hold a Music on Main event on South Main Street, Weaverville; and

**WHEREAS**, the Town of Weaverville acknowledged and agreed to permit said event on the date and times specified below as a community and family-oriented event; and

**WHEREAS**, the Town Council of acknowledges that Weaverville acknowledges the Town departments require approximately one (1) hour to install signage, and also requires approximately one (1) hour for removing signage, litter, etc. after the event; and

**NOW THEREFORE BE IT ORDAINED** by the Town Council of Weaverville, pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

*Music on Main, Sponsored by the Weaverville Business Association*

**Date:** Saturday, June 10, 2023

**Time:** 12:00 pm until 10:30 pm

**Road Closures:**

- Road closure at intersection of Main Street and US-19-BR Merrimon Avenue
- Road closure at 30 South Main Street

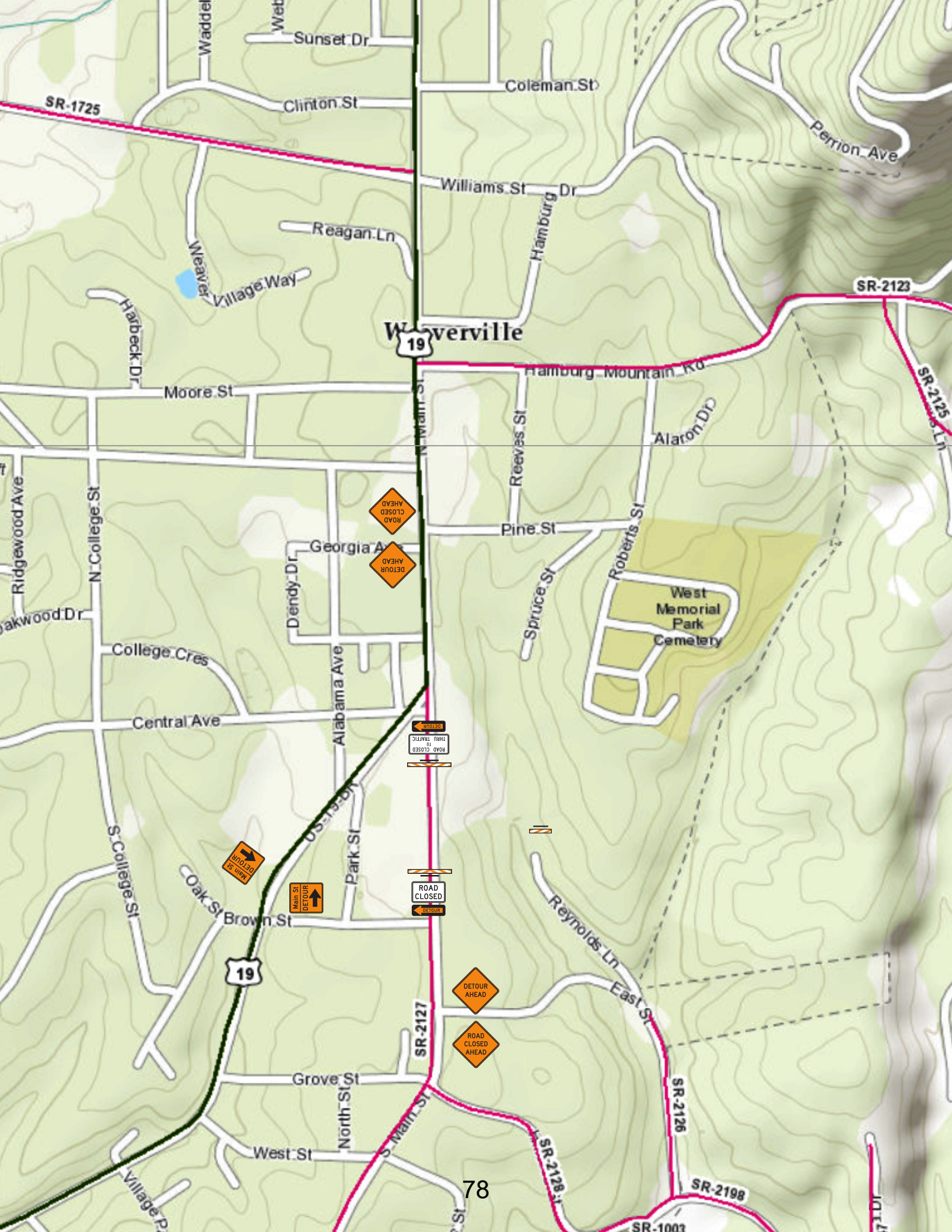
This ordinance to become effective when signs are erected giving notice of the road closures and detour routes, the implementation of adequate traffic control.

*Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 2023*

\_\_\_\_\_  
Patrick Fitzsimmons, Mayor

Attest:

\_\_\_\_\_  
James Eller, Town Clerk



# Waverlyville

ROAD CLOSED  
AHEAD

ROAD CLOSED  
AHEAD

DETOUR  
AHEAD

ROAD CLOSED

DETOUR  
AHEAD

ROAD CLOSED  
AHEAD

ROAD CLOSED  
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DETOUR  
AHEAD

Town of Weaverville

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE  
Weaverville July 4<sup>th</sup> Celebration**

**WHEREAS**, the Town Council of Weaverville acknowledges a long tradition of hosting a July 4<sup>th</sup> celebration, that benefits the Weaverville and the North Buncombe community; and

**WHEREAS**, the Town Council of Weaverville acknowledges the July 4 downtown celebration will require approximately two (2) hours to install signage, and also will require approximately one (1) hour for removing signage, litter, etc.

**WHEREAS**, The Town Council of Weaverville recognizes that the detour route will be appropriately marked with signage and personnel at various locations to ensure the motoring public travels safely and without unnecessary delay.

**NO THEREFORE BE IT ORDAINED** by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

Weaverville Downtown July 4<sup>th</sup> Celebration

Date: July 4, 2023

Time: 12:00pm until 11:30pm

Road Closure: The portion of Main Street between Church Street and Brown Street will be closed and all traffic safely detoured around this area.

This ordinance to become effective when signs are erected giving notice of the road closures and detour routes, the implementation of adequate traffic control.

*Adopted this 22<sup>nd</sup> day of May, 2023*

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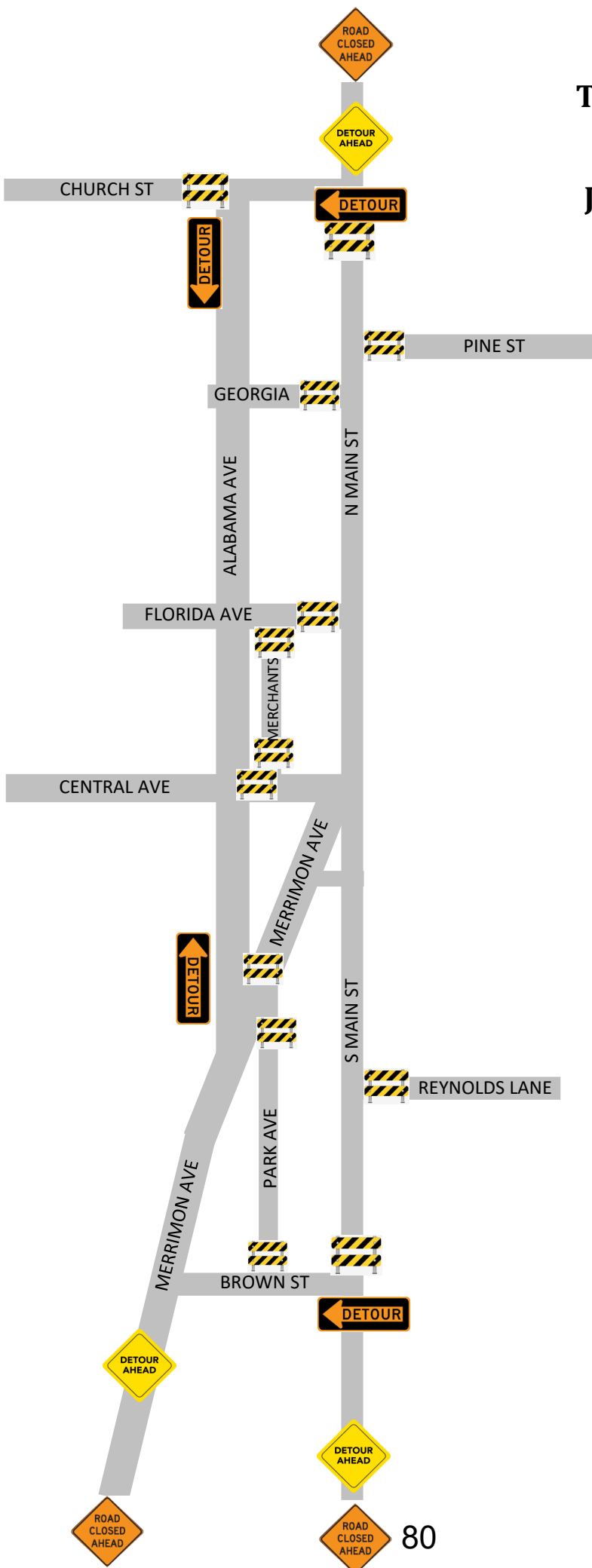
Patrick Fitzsimmons, Mayor

Attest:

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James Eller, Town Clerk

**TOWN OF WEAVERVILLE  
NORTH CAROLINA  
JULY 4 ROAD CLOSURES**





*May 2023*

### **Update on Eller Cove Watershed Plans**

As Town Council has discussed previously, there is interest in developing a management plan in order to use the Eller Cove Watershed property for passive recreation. To that end, Mark Endries, resident and Planning Board member, has modified the Rough Creek, Canton management plan to fit our Eller Cove Watershed. At this point, staff from the Southern Appalachian Conservancy, Mark, and myself have reviewed and made revisions to the draft. I have asked Town Attorney Jennifer Jackson and Public Works Director Dale Pennell to also review the draft before it comes before Town Council for discussion and approval. I anticipate bringing this document to Council in June or July and then, with Council's approval, staff will submit the plan to the State for final approval. Once approved by the State, the Town will be able to open the property for passive recreation. I will note that we will continue to have monitoring responsibilities for the property and the Town will need to determine the best and most cost-effective way to accomplish this.

In addition to the above-referenced management plan for the Eller Cove Watershed and at the request of Mark Endries and myself, staff from the Southern Appalachian Conservancy submitted a \$2,500 grant for signage and exclusion fencing to protect the portions of the Watershed that include the reservoir which is not included in the conservation area.

### **Recreation Complex Update**

As an update, our landscape architects with Sitework Studios has indicated that they will have the final plans for the recreation complex to be completed by the end of May. Once the plans are complete, the project will go to bid. Once bids are received and approved by Town Council (hopefully in June), we can start the project. Staff expects that the project will be complete by late summer dependent on weather and availability of materials.

In addition, and as a reminder, I submitted an application to the Asheville-Buncombe Tourism Development Authority for this project on April 26, with the goal of drawing visitors who may be able to use our pickleball courts for small tournament play. The application amount was \$200,000. The deadline for phase I of the TDA applications is May 17 and phase II applications are due August 16, with funding decisions by October 25. I am uncertain as to whether the TDA would approve our application given that we hope to have the complex complete and operational before they make their final funding decisions.



### **New Town Website**

As I have reported in previous Manager’s Reports, staff has been working with a new company, Intigritive, to make significant improvements to the Town website. Thank you to Grace Keith for her work in making this happen. We expect that the new website will launch on Wednesday, May 24 or thereabouts.

### **Update on Efforts to Obtain State/Federal Funding for Water Treatment Plant Expansion**

As an update, I have continued to keep in close contact with my colleagues that work for Congressman Chuck Edwards subsequent to the Congressman including \$10 million in his request of the legislature. Although I have not received any final decisions, I feel optimistic given my contact with Congressman Edwards’ staffers.

Additionally, Mayor Fitzsimmons met with Senator Hise in Raleigh on May 17, and it is my understanding that they had a positive conversation regarding our expansion project. The mayor will likely want to add more to this.

### **Staff Update Regarding Short Term Rentals**

Town Council recently asked the Planning Board to study short term rentals and possible regulation within Weaverville. In recognition that this is a big project, Bob Pace, the Planning Board Chairman, has been working with staff to outline the steps necessary to investigate the issue so that the Board proposes the most effective regulation to address the issue. Staff has also had good conversations with representatives of the Land of Sky Regional Council (LOSRC) on the topic and, as a first step in the study process, LOSRC will be providing a presentation to the Planning Board during its regular June 6 meeting. Staff plans to record this presentation so that it will be available for those that are interested but unable to attend the Planning Board meeting on June 6.

### **Summer Music Series**

The 2024 Summer Concert Series will be kicking off in June and running on a monthly basis through September. The concert series will include a variety of free performances from different artists from WNC, including folk, rock/americana, jazz, and bluegrass. The schedule for the summer series is as follows:

June 17 <sup>th</sup> at 6pm	Lua Flora
July 8 <sup>th</sup> at 6pm	The Dirty French Broads
August 12 <sup>th</sup> at 6pm	Up Jumped Three
September 9 <sup>th</sup> at 6pm	The JackTown Ramblers

### **Update on Active Weaverville Plan**

I have shared the final version of the Active Weaverville bike-ped plan with Council via email and plan to have the adoption of the Plan on the June 26 agenda. Please let staff know if you have questions of us or of Traffic Planning Design who drafted the Plan.

### **Weaverville-Woodfin Water Interconnection**

Staff is having its final meetings to discuss the draft intergovernmental agreement between Weaverville and Woodfin for the emergency water interconnection. We hope to wrap this up and bring it to Town Council for approval in June or July.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** May 22, 2023  
**SUBJECT:** Water System Development Fee Study Presentation  
**PRESENTER:** Darryl Parker, Willdan Financial Services  
**ATTACHMENTS:** Willdan Water System Development Fees Draft Report

**DESCRIPTION/SUMMARY OF REQUEST:**

As allowed by NC Gen. Stat. §§ 162A-200, et seq., the Town of Weaverville has been charging water system development fees since July 1, 2018. The law authorizing these fees requires that a financial analysis be completed every five years. The Town contracted with Willdan Financial Services (Willdan) for this study and they completed their analysis and draft report in February. As required by law the Town held a 45-day public comment period on the draft report, attached, beginning on March 1 and a public hearing on April 24. No public comments were received.

Willdan will be at tonight's meeting to present their findings.

Town Council is encouraged to consider approval of water system development fees with the adoption of the FY2024 budget and fee schedule at its June 26, 2023, meeting.

**COUNCIL ACTION REQUESTED:**

Tonight's meeting is an opportunity for Town Council to ask questions of the consultation and begin discussions concerning what water system development fees Council would like to see in the budget and 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.

	<b>GENERAL</b>
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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.

	<b>CRITERIA FOR SYSTEM DEVELOPMENT FEES</b>
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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**.

<b>TABLE 1 EXISTING SYSTEM DEVELOPMENT FEES</b>	
<b>Description</b>	<b>Fees</b>
<b><u>Meter Size:</u></b>	
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
<b>Total Utility Assets:</b>				
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
<b>Total</b>	<b>\$ 18,281,752</b>	<b>\$ 47,235,620</b>	<b>\$ (24,867,443)</b>	<b>\$ 22,368,177</b>

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**.

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

<b>TABLE 4</b>	
<b>SUMMARY OF NET RECOVERABLE FACILITIES</b>	
<b>Description</b>	<b>Net Recoverable</b>
<b>Existing Facilities:</b>	
Treatment Facilities	\$ 6,911,658
Transmission Facilities	13,396,122
Subtotal	\$ 20,307,780
<b>Less Credits:</b>	
Treatment Facilities	\$ (1,255,367)
Transmission Facilities	(2,433,633)
Subtotal	\$ (3,689,000)
<b>Net Capital Costs:</b>	
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**.

<b>TABLE 5 COMPARISON OF SDFs PER ERU</b>			
Description	System Development Fee Per ERU		
	Existing	Calculated	Difference
<b>System Development Fees:</b>			
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 <sup>(1)</sup>	Fees By Meter Size
<b>Meter Size:</b>		
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
<b>Water:</b>			
Treatment Facilities	\$ 22,200,000	\$ 0	\$ 22,200,000
Transmission Facilities	7,714,000	(887,000)	6,827,000
Other Facilities	0	0	0
<b>Total</b>	<b>\$ 29,914,000</b>	<b>\$ (887,000)</b>	<b>\$ 29,027,000</b>

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

**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**.

<b>TABLE 9 COMPARISON OF SDFs PER ERU</b>				
<b>Description</b>	<b>System Development Fee Per ERU</b>			
	<b>Existing</b>	<b>Calculated</b>	<b>Difference</b>	
<b>System Development Fees:</b>				
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 <sup>(1)</sup>	Fees By Meter Size
<b>Meter Size:</b>		
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**.

<b>TABLE 11 SUMMARY OF NET RECOVERABLE FACILITIES</b>	
Description	Net Recoverable
<b>Combined Recoverable Costs:</b>	
Treatment Facilities	\$ 29,111,658
Transmission Facilities	20,223,122
Subtotal	\$ 49,334,780
<b>Less Combined Credits:</b>	
Treatment Facilities	\$ (6,805,367)
Transmission Facilities	(4,140,383)
Subtotal	\$ (10,945,750)
<b>Net Capital Costs:</b>	
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**.

<b>TABLE 12 COMPARISON OF SDFs PER ERU</b>			
Description	System Development Fee Per ERU		
	Existing	Calculated	Difference
<b>System Development Fees:</b>			
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**.

<b>TABLE 13 CALCULATED SYSTEM DEVELOPMENT FEES</b>		
Description	Meter Factor <sup>(1)</sup>	Fees By Meter Size
<b>Meter Size:</b>		
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.

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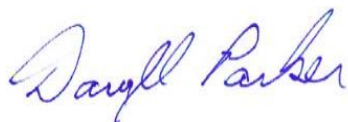
Based on the reviews, analyses and assumptions discussed herein, as well as the resulting conclusions provided above, it is respectfully recommended that the Town:

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
<b>UTILITY ASSETS</b>					
<b>Total Assets by Category:</b>					
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>
<b>Adjusted For Assumed Cost Limit (\$):</b>					
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>
<b>Recoverable Allocation - Water (%):</b>					
13	Building				<b>100%</b>
14	Vehicles				<b>0%</b>
15	Equipment				<b>0%</b>
16	Distribution Systems				<b>100%</b>
17	Land				<b>100%</b>
<b>System Allocation - Water (\$):</b>					
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	<b>Grand Total Recoverable Assets</b>				<b><u>\$ 20,307,780</u></b>

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

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

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

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

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

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



**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 <sup>(1)</sup>	Difference
<b>EXISTING SDFs</b>					
<b><u>Meter Size:</u></b>					
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 <sup>(2)</sup>**

**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
<b>WATER PROJECTS</b>												
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	<b>Total Water CIP</b>	<b>\$29,914,000</b>	<b>\$ 6,062,000</b>	<b>\$ 5,517,000</b>	<b>\$10,477,000</b>	<b>\$ 4,049,000</b>	<b>\$ 857,000</b>	<b>\$ 784,000</b>	<b>\$ 729,000</b>	<b>\$ 510,000</b>	<b>\$ 428,000</b>	<b>\$ 501,000</b>

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

Line	Description	Total	Percentage Allocation <sup>(1)</sup>			Allocation Amount		
			Expand/Upgrade	R&R	Other	Expand/Upgrade	R&R	Other
<b>WATER PROJECTS</b>								
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	<b>Total</b>	<b>\$29,914,000</b>				<b>\$ 29,027,000</b>	<b>\$ 887,000</b>	<b>\$ 0</b>

**ALLOCATION OF CAPITAL PROJECTS**

<b>Water:</b>								
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	<b>Total</b>	<b>\$29,914,000</b>				<b>\$ 29,027,000</b>	<b>\$ 887,000</b>	<b>\$ 0</b>

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

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

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

**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 <sup>(1)</sup>	Difference
<b>EXISTING SDFs</b>					
<b><u>Meter Size:</u></b>					
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** <sup>(2)</sup>

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

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

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

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

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

**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 <sup>(1)</sup>	Difference
<b>EXISTING SDFs</b>					
<b><u>Meter Size:</u></b>					
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 <sup>(2)</sup>**

**Charge Per Gallon of Capacity (GPD):**

8	Treatment Facilities		\$ 12.39
9	Transmission Facilities		2.98
10	Cost Per GPD		<u>\$ 15.37</u>

**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**

**MEETING DATE:** May 22, 2023  
**SUBJECT:** Local Water Supply Plan and Water Shortage Response Plan Approval  
**PRESENTER:** Water Treatment Plant Supervisor  
**ATTACHMENTS:** Proposed Resolution Approving the Local Water Supply Plan  
Proposed Code Amendments to Chapter 30  
Proposed Resolution Approving the Water Shortage Response Plan

**DESCRIPTION/SUMMARY OF REQUEST:**

North Carolina law (NCGS 143-355(l)) requires each unit of local government that provides public water service to prepare and submit a local water supply plan and water shortage response plan to the Department of Environmental Quality (DEQ) for approval every five years. These plans were last approved in 2018.

The Local Water Supply Plan has been drafted with technical assistance from DEQ and includes the necessary data. Town Council is now asked to review and adopt the attached Resolution so that the Local Water Supply Plan can be formally submitted to DEQ.

The Town's Water Shortage Response Plan is contained in Code Chapter 30. In its current form this Plan has been in place since May 18, 2009. There are some amendments to the Plan that are recommended in order to more accurately reflect the water system interconnections available for emergency purposes, the closest appropriate river gage, and the method of making emergency notifications should conservation measures have to be implemented.

A public hearing on the proposed Code amendments is scheduled for May 22, 2023, and Town Council is asked to approved the proposed Code Amendments and the Resolution which formally submits the amended Water Shortage Response Plan to DEQ after receiving any public comments offered.

The Town Manager, Public Works Director and Water Treatment Plant Supervisor recommend that Council take the action described above and in the motion below.

**COUNCIL ACTION REQUESTED:**

The following motion is recommended:

*I move that we adopt the following and direct staff to make the proper submissions to the North Carolina Department of Environmental Quality: (1) Resolution Approving the Local Water Supply Plan; (2) Ordinance Amending Code Chapter 30 Concerning the Water Shortage Response Plan; and (3) Resolution Approving the Water Shortage Response Plan*

**RESOLUTION APPROVING THE LOCAL WATER SUPPLY PLAN  
FOR THE TOWN OF WEAVERVILLE**

**WHEREAS**, North Carolina General Statute § 143-355(l) requires each unit of local government that provides public water service to prepare and submit a local water supply plan to the Department of Environmental Quality for review and approval; and

**WHEREAS**, as required by the statute and in the interests of sound local planning the attached Local Water Supply Plan for the Town of Weaverville has been developed and submitted to Town Council for approval; and

**WHEREAS**, Town Council of the Town of Weaverville finds that the attached Local Water Supply Plan is in accordance with the provisions of North Carolina General Statute § 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Weaverville, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE HEREBY RESOLVES**, that the Local Water Supply Plan that is attached hereto is hereby approved and adopted and staff is directed to submit the same to the Department of Environmental Quality, Division of Water Resources, along with a copy of this resolution; and

**BE IT FURTHER RESOLVED** that Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years, or as otherwise requested by the Department of Environmental Quality, in accordance with the North Carolina law and sound planning practice.

**ADOPTED** this the 22nd day of May, 2023.

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**PATRICK FITZSIMMONS**, Mayor

**ATTESTED BY:**

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**JAMES ELLER**, Town Clerk

# Weaverville

2022 ▼

The Division of Water Resources (DWR) provides the data contained within this Local Water Supply Plan (LWSP) as a courtesy and service to our customers. DWR staff does not field verify data. Neither DWR, nor any other party involved in the preparation of this LWSP attests that the data is completely free of errors and omissions. Furthermore, data users are cautioned that LWSPs labeled **PROVISIONAL** have yet to be reviewed by DWR staff. Subsequent review may result in significant revision. Questions regarding the accuracy or limitations of usage of this data should be directed to the water system and/or DWR.

## 1. System Information

### Contact Information

Water System Name: Weaverville PWSID: 01-11-025  
 Mailing Address: P. O. Box 338 Weaverville, NC 28787 Ownership: Municipality  
 Contact Person: Randall Wilson Title: Superintendent/ORC  
 Phone: 828-658-2417 Cell/Mobile: --

Provisional

### Distribution System

Line Type	Size Range (Inches)	Estimated % of lines
Asbestos Cement	6	0.00 %
Cast Iron	4-10	30.90 %
Ductile Iron	6-20	42.15 %
Galvanized Iron	.75-2	3.95 %
Other	0	0.00 %
Polyvinyl Chloride	2-10	23.00 %

What are the estimated total miles of distribution system lines? **68 Miles**  
 How many feet of distribution lines were replaced during 2022? **0 Feet**  
 How many feet of new water mains were added during 2022? **500 Feet**  
 How many meters were replaced in 2022? **300**  
 How old are the oldest meters in this system? **9 Year(s)**  
 How many meters for outdoor water use, such as irrigation, are not billed for sewer services? **41**  
 What is this system's finished water storage capacity? **3.9000 Million Gallons**  
 Has water pressure been inadequate in any part of the system since last update? *Line breaks that were repaired quickly should not be included.* **No**

### Programs

Does this system have a program to work or flush hydrants? **Yes, Annually**  
 Does this system have a valve exercise program? **No**  
 Does this system have a cross-connection program? **Yes**  
 Does this system have a program to replace meters? **Yes**  
 Does this system have a plumbing retrofit program? **Yes**  
 Does this system have an active water conservation public education program? **No**  
 Does this system have a leak detection program? **Yes**

We have our own leak detection equipment.



Water Conservation

What type of rate structure is used? **Increasing Block**

How much reclaimed water does this system use? **0.0000 MGD** For how many connections? **0**

Does this system have an interconnection with another system capable of providing water in an emergency? **Yes**

## 2. Water Use Information

Service Area

Sub-Basin(s)	% of Service Population	County(s)	% of Service Population
French Broad River (05-2)	100 %	Buncombe	100 %

What was the year-round population served in 2022? **8,627**

System Map: [download](#) 

Has this system acquired another system since last report? **No**

Water Use by Type

Type of Use	Metered Connections	Metered Average Use (MGD)	Non-Metered Connections	Non-Metered Estimated Use (MGD)
Residential	2,975	0.4060	0	0.0000
Commercial	284	0.0388	0	0.0000
Industrial	23	0.0031	0	0.0000
Institutional	9	0.0012	0	0.0000

How much water was used for system processes (backwash, line cleaning, flushing, etc.)? **0.0130 MGD**

Water Sales

Purchaser	PWSID	Average Daily Sold (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Asheville/Buncombe	01-11-010	0.0000	0	0.0000		Yes	Yes	8	Emergency
Town of Mars Hill	01-58-010	0.0000	0	0.2000		Yes	Yes	8	Emergency

## 3. Water Supply Sources

Monthly Withdrawals & Purchases

	Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)		Average Daily Use (MGD)	Max Day Use (MGD)
Jan	0.8700	1.0950	May	0.8500	1.0830	Sep	0.8820	1.1020
Feb	0.8230	0.9930	Jun	0.8210	1.1060	Oct	0.8450	1.0920
Mar	0.7900	0.9860	Jul	0.7250	1.1030	Nov	0.8170	1.1180
Apr	0.8190	0.9830	Aug	0.7790	1.1020	Dec	0.8060	1.0600



Surface Water Sources

Stream	Reservoir	Average Daily Withdrawal		Maximum Day Withdrawal (MGD)	Available Raw Water Supply		Usable On-Stream Raw Water Supply Storage (MG)
		MGD	Days Used		MGD	* Qualifier	
Ivy River		0.6850	308	1.1180	1.5000	F	0.0000

\* Qualifier: C=Contract Amount, SY20=20-year Safe Yield, SY50=50-year Safe Yield, F=20% of 7Q10 or other instream flow requirement, CUA=Capacity Use Area Permit

Surface Water Sources (continued)

Stream	Reservoir	Drainage Area (sq mi)	Metered?	Sub-Basin	County	Year Offline	Use Type
Ivy River		112	Yes	French Broad River (05-2)	Buncombe		Regular

What is this system's off-stream raw water supply storage capacity? 0 Million gallons

Are surface water sources monitored? Yes, Daily

Are you required to maintain minimum flows downstream of its intake or dam? No

Does this system anticipate transferring surface water between river basins? No

Water Purchases From Other Systems

Seller	PWSID	Average Daily Purchased (MGD)	Days Used	MGD	Contract Expiration	Recurring	Required to comply with water use restrictions?	Pipe Size(s) (Inches)	Use Type
Asheville/Buncombe	01-11-010	0.0000	0	0.0000		Yes	Yes	8	Emergency

Water Treatment Plants

Plant Name	Permitted Capacity (MGD)	Is Raw Water Metered?	Is Finished Water Output Metered?	Source
Lawrence T. Sprinkle WTF	1.5000	Yes	Yes	Ivy River (Madison & Buncombe forks combined)

Did average daily water production exceed 80% of approved plant capacity for five consecutive days during 2022? No

If yes, was any water conservation implemented?

Did average daily water production exceed 90% of approved plant capacity for five consecutive days during 2022? No

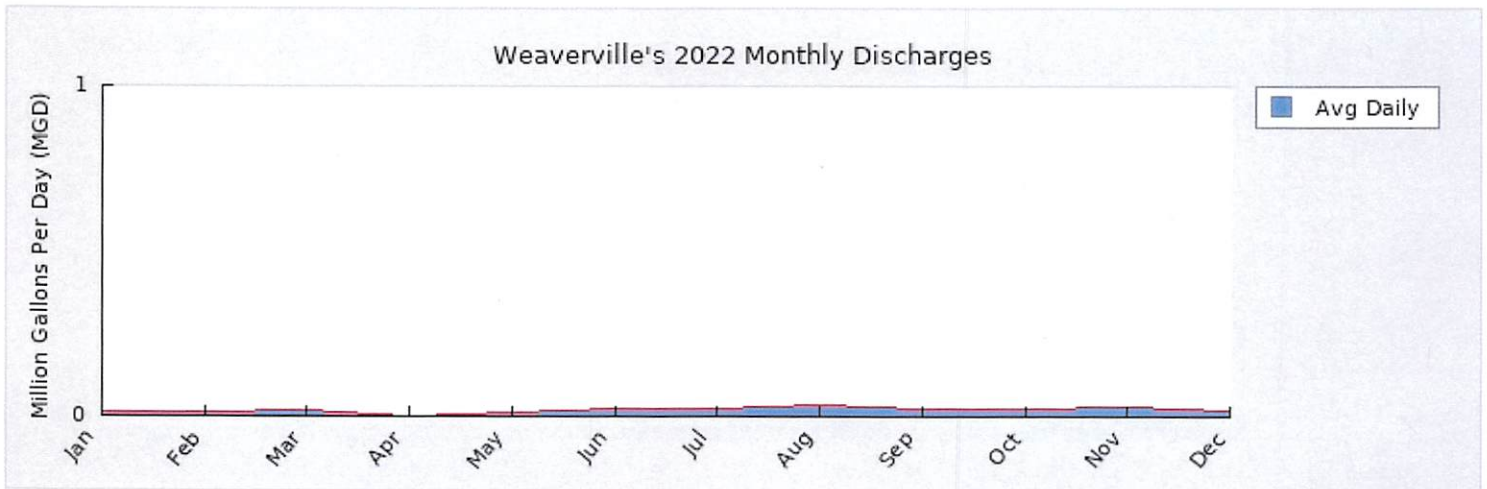
If yes, was any water conservation implemented?

Are peak day demands expected to exceed the water treatment plant capacity in the next 10 years? No

### 4. Wastewater Information

Monthly Discharges

	Average Daily Discharge (MGD)		Average Daily Discharge (MGD)		Average Daily Discharge (MGD)
Jan	0.0140	May	0.0140	Sep	0.0230
Feb	0.0140	Jun	0.0210	Oct	0.0240
Mar	0.0200	Jul	0.0210	Nov	0.0290
Apr	0.0010	Aug	0.0350	Dec	0.0160



How many sewer connections does this system have? 0

How many water service connections with septic systems does this system have? 0

Are there plans to build or expand wastewater treatment facilities in the next 10 years? Yes

Customer wastewater is discharged to the MSD. Possibility of adding another 250k gallon waste basin along with the future water treatment expansion to cover the future physical chemical wastewater needs at the facility.

Wastewater Permits

Permit Number	Type	Permitted Capacity (MGD)	Design Capacity (MGD)	Average Annual Daily Discharge (MGD)	Maximum Day Discharge (MGD)	Receiving Stream	Receiving Basin
NC0085154	WWTP	0.2500	0.2500	0.0190		UT Tributary to Ivy	French Broad River (05-2)

Customer wastewater is discharged to the MSD. This is our NPDES discharge for the water treatment facility.

## 5. Planning

Projections

	2022	2030	2040	2050	2060	2070
Year-Round Population	8,627	9,600	10,500	11,400	12,300	13,500
Seasonal Population	0	0	0	0	0	0
Residential	0.4060	0.4838	0.5838	0.6838	0.7838	0.8838
Commercial	0.0388	0.0523	0.0673	0.0823	0.0973	0.1120
Industrial	0.0031	0.0220	0.0320	0.0420	0.0520	0.0620
Institutional	0.0012	0.0400	0.0500	0.0550	0.0600	0.0700
System Process	0.0130	0.0140	0.1050	0.1060	0.1070	0.1080
Unaccounted-for	0.1159	0.1535	0.2102	0.2431	0.2759	0.3100

Demand v/s Percent of Supply

	2022	2030	2040	2050	2060	2070
Surface Water Supply	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Ground Water Supply	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Purchases	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Supplies		0.0000	0.0000	0.0000	0.0000	0.0000
Total Available Supply (MGD)	1.5000	1.5000	1.5000	1.5000	1.5000	1.5000
Service Area Demand	0.5780	0.7656	1.0483	1.2122	1.3760	1.5458
Sales	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
Future Sales		0.0000	0.0000	0.0000	0.0000	0.0000
Total Demand (MGD)	0.5780	0.7656	1.0483	1.2122	1.3760	1.5458
Demand as Percent of Supply	39%	51%	70%	81%	92%	103%



The purpose of the above chart is to show a general indication of how the long-term per capita water demand changes over time. The per capita water demand may actually be different than indicated due to seasonal populations and the accuracy of data submitted. Water systems that have calculated long-term per capita water demand based on a methodology that produces different results may submit their information in the notes field.

Your long-term water demand is 47 gallons per capita per day. What demand management practices do you plan to implement to reduce the per capita water demand (i.e. conduct regular water audits, implement a plumbing retrofit program, employ practices such as rainwater harvesting or reclaimed water)? If these practices are covered elsewhere in your plan, indicate where the practices are discussed here. **Engineering studies and possible future plant expansion. The original plant permit granted the Town of Weaverville up to 4mgd withdrawal from the Ivy River**

Are there other demand management practices you will implement to reduce your future supply needs? **No changes**

What supplies other than the ones listed in future supplies are being considered to meet your future supply needs? **We are permitted to double the plants capacity in the future from the same source that is currently being used**

How does the water system intend to implement the demand management and supply planning components above? **No Changes**

Additional Information

Has this system participated in regional water supply or water use planning? **Yes, We were part of a recent regional water study conducted by Withers Reveal. Water merger and regionalization feasibility study.**

What major water supply reports or studies were used for planning? Financials and water system impacts by the engineering firm as well as piping and pressure design issues based off of each towns current system.

Please describe any other needs or issues regarding your water supply sources, any water system deficiencies or needed improvements (storage, treatment, etc.) or your ability to meet present and future water needs. Include both quantity and quality considerations, as well as financial, technical, managerial, permitting, and compliance issues: Generators, Basin restorations, Larger onsite finished water storage tank and finished water pumps along with dual back wash pumps for resiliency. Safety of staff and neighbors were looking to move from Chlorine gas to sodium hypochlorite.

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**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 30  
CONCERNING THE WATER SHORTAGE RESPONSE PLAN**

**WHEREAS**, on May 18, 2009, the Town adopted a Water Shortage Response Plan which is codified as Division 5 of Code Chapter 30;

**WHEREAS**, the Water Shortage Response Plan has been reviewed and minor amendments are recommended in order to update the Plan to more accurately reflect the water system interconnections available for emergency purposes, the closest appropriate river gage, and the method of making emergency notifications should conservation measures have to be implemented;

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

1. Division 5 of Code Chapter 30 is hereby amended as shown on the attached Exhibit A which shows the added language shown as underlined and deleted language, if any, is shown with strike-throughs.
2. 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.
3. 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



*CHAPTER 30 – UTILITIES*  
*DIVISION 5. WATER SHORTAGE RESPONSE PLAN*

**Sec. 30-151. Purpose.**

Publicly and privately owned water systems in North Carolina that are required to prepare a local water supply plan under N.C.G.S. 143-355(l) shall include a water shortage response plan (WSRP) outlining how the system will respond to drought or other water shortage emergencies and continue to meet essential public water supply needs during the emergency.

**Sec. 30-152. Definitions.**

In addition to the definitions provided in article I, the words defined in this section shall have the meaning herein ascribed:

*Available stream flow:* The flow at the Ivy River Raw Water Intake that will flow into the intake wet well. This is the total river flow minus any amount of said flow that cannot or will not flow freely into the intake wet well due to the topography of the stream bed.

*Controlled watering:* Minimal watering required to conserve ornamental plants or vegetables by hand watering or manually operated fixed systems where such watering is fully supervised to prevent excess watering, runoff or waste during the watering process.

*Emergency use restrictions:* This is the most restrictive phase of the WSRP and is to be implemented when water supply shortages reach critically low levels. Only water uses that are absolutely essential are permitted during emergency use restrictions. Penalties, fines and disconnection of water service apply to violations of emergency use restrictions as outlined herein.

*Mandatory use restrictions:* This is Phase II of the WSRP and is divided into two sub-phases, Stage 1 and Stage 2 in order to provide flexibility in the application of mandatory water restrictions. Penalties, fines and disconnection of water service may apply to violations of mandatory conservation as outlined herein. Conservation measures taken during mandatory conservation are intended to reduce water use by ten to 25 percent.

*Total production capacity:* The total amount of water that can be produced by the water system from all sources. This does not include water purchased from another system under any agreement or in emergency circumstances.

*Voluntary conservation:* This Phase I of the WSRP is to be implemented when conditions indicate the potential for water supply shortages. Measures taken during this phase are intended to reduce water use by five to ten percent. Although there is no penalty for violations, voluntary conservation measures are to be strongly encouraged or more stringent mandatory conservation may be imposed.

**Sec. 30-153. Applicability.**

The provision of this article shall be applicable if and when a potable water shortage exists or is imminent, or if any other situation exists that threatens seriously to disrupt or diminish the municipal water supply including, but not limited to, drought, waterline breaks or other large losses of water, contamination of the raw water supply, and extended power outages or other interruption in treatment plant operations.

**Sec. 30-154. Authority to implement.**

If the availability of water so limits the water supply of the Weaverville Water System that unrestricted use of water may endanger the adequacy of water available to customers of the system the public works director or, in the absence of the public works director, the operator in responsible charge (ORC) of the Ivy River Treatment Plant shall make a recommendation to the town manager or in the absence the town manager, the mayor and he or she shall be responsible for enacting the water shortage response plan as outlined herein.

**Sec. 30-155. Three-phase response program.**

In the event of a water shortage or impending shortage as outlined herein the town will respond based on the severity of the shortage and expected duration with the goal of bringing demand for drinking water in line with available supply.

The following three-phase program is established for conservation purposes:

Phase I - Voluntary Conservation

Phase II - Mandatory Use Restrictions (MUR)

Stage 1 Mandatory Use Restrictions

Stage 2 Mandatory Use Restrictions

Phase III - Emergency Use Restrictions

**Sec. 30-156. Implementation triggers and response.**

Each phase shall be implemented as follows:

(1) *Phase I - Voluntary Conservation*

*Triggers*

Average daily use exceeds 80 percent of total production capacity for a period of seven consecutive days within a 30-day period and supplemental supply from [Asheville Mars Hill](#) is restricted or not available, or

System failure such as a water leak limits the ability to fill system reservoirs. Reservoir levels are maintained but not declining, or

Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and adequate supplemental water is available from [Asheville Mars Hill](#) subject to voluntary conservation by the [Asheville Mars Hill](#) system, or

Any condition when the town manager and public works director are in agreement that conditions warrant voluntary use restrictions.

*Response*

Public works director to report to town manager per section 30-154.

Town manager implements WSRP.

Town manager to inform town council of situation.

Notify local news media (Asheville Citizen-Times, WLOS-TV, etc.) and ask for public announcements.

Post notice at town hall.

Notify NCDENR that WSRP has been implemented.

Notify Weaverville, Reems Creek and Jupiter fire departments of WSRP implementation.

All notices listed above shall include the WSRP Phase of restriction and measures to be taken by the public to conserve water.

Utilize water use reduction educational materials such as handouts and website if conditions are expected to continue for more than 30 days.

Begin monitoring per section 30-160.

*(2) Phase II - Stage 1 Mandatory Use Restriction.*

*Triggers*

Voluntary conservation measures have been in place for at least seven days and have failed to measurably reduce average daily consumption, or

Any condition when the town manager, public works director and water treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.

*Response*

Same response as Phase I Voluntary Restrictions, plus

Town Manager will use ~~CodeRED~~ an emergency notification system or mailing to inform customers of the Step 1, MUR and may repeat ~~CodeRED~~ announcements as necessary.

Update all posted notices to include details of Step 1 MUR provisions and list schedule of penalties.

*(3) Phase II - Stage 2 Mandatory Use Restriction*

*Triggers*

Average daily use exceeds 90 percent of total production capacity for a period of five consecutive days and supplemental supply from Asheville Mars Hill is restricted or not available and voluntary conservation measures or Stage 1 Mandatory Use Restrictions have been in place for at least 7 days, or

Water demand from the Ivy River Treatment Plant exceeds 50 percent available stream flow at the ~~raw water intake~~ Ivy River Gage 03453000 near Marshall, NC, for two consecutive days after Stage 1 Mandatory Use Restrictions have been in place for seven days, or

System failure such as a water leak limits the ability to fill system reservoirs and reservoirs are declining. System failure is not expected to be corrected before system reservoirs drop below a one-day supply at current daily demand rate, or



Water plant operation is interrupted or limited on a temporary basis due to mechanical failure and water is available from [Asheville Mars Hill](#) but subject to mandatory use restrictions by the [Asheville Mars Hill](#) system, or

Any condition when the town manager, public works director and water treatment ORC are in agreement that conditions warrant Stage 1 Mandatory Use Restrictions.

*Response*

Same response as Phase I Voluntary Restrictions, plus

Town manager will use [CodeRED an](#) emergency notification system [or mailing](#) to inform customers of the Stage 2 Mandatory Use Restrictions and will repeat [CodeRED](#) announcements on weekly basis.

Update all posted notices to include details of Stage 2 Mandatory Use Restrictions provisions and list schedule of penalties.

Contact all commercial and industrial users by personal visits or telephone and advise them of the details of Stage 2 Mandatory Use Restrictions and penalties.

Contact local homeowner's associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.

*(4) Phase III - Emergency Use Restriction*

*Triggers*

Average daily use exceeds 95 percent of total production capacity for a period of three consecutive days and supplemental supply from [Asheville Mars Hill](#) is restricted or not available and Stage 2 Mandatory Use Restrictions have been in place for at least seven days, or

Water demand from the Ivy River Treatment Plant exceeds 75 percent available stream flow the ~~raw water intake~~ [Ivy River Gage 03453000 near Marshall, NC](#), for two consecutive days after Phase II, Step 2 Mandatory Use Restrictions have been in place for five days, or

Any condition that limits the ability to fill system reservoirs and system reservoir levels have dropped below a one-day supply, or

Water plant operation is interrupted or limited by mechanical failure, interruption time is undetermined and supplemental water is not available from [Asheville Mars Hill](#) or emergency use restrictions are in place on the [Asheville Mars Hill](#) system, or

Any condition by majority vote of town council in regular or special session upon recommendation by the town manager.

*Response*

Same response as Phase I Voluntary Restrictions, plus

Town manager will use [CodeRED an](#) emergency notification system [or mailing](#) to inform customers of the emergency use restrictions and will repeat [CodeRED](#) announcements on weekly basis.

Update all posted notices to include details of emergency use restrictions provisions and list schedule of penalties.

Contact all commercial and industrial users and advise them of the details of Step 2 MUR provisions.

Contact local homeowners' associations and ask them to include notice of water use restrictions in newsletters and e-mails to members.

**Sec. 30-157. Establishment of use classifications.**

In order to facilitate a fair and equitable WSRP, every water use will be classified into one of three classifications as follows:

*(1) Class I - Essential Water Uses*

Table 5.7.1 - Essential Water Uses		
a.	Domestic	<ul style="list-style-type: none"> <li>Water necessary to sustain human life and the lives of domestic pets, and to maintain minimum standards of hygiene and sanitation, including necessary food preparation.</li> </ul>
b.	Health Care	<ul style="list-style-type: none"> <li>Patient care and rehabilitation.</li> </ul>
		<ul style="list-style-type: none"> <li>The filling and operation of swimming pools for health care and rehabilitation purposes.</li> </ul>
c.	Public Use	<ul style="list-style-type: none"> <li>Firefighting.</li> </ul>
		<ul style="list-style-type: none"> <li>Water system flushing for health and public protection purposes.</li> </ul>
d.	All	<ul style="list-style-type: none"> <li>The use of a minimal amount of water necessary to clean any surface which a health official has determined to be contaminated in a manner effecting health and safety.</li> </ul>
		<ul style="list-style-type: none"> <li>The washing of vehicles where the health and safety of the public requires frequent cleaning such as those that transport food and other perishables and vehicles used to transport sick or injured persons such as ambulances.</li> </ul>

*(2) Class II - Socially or Economically Important Uses*

Table 5.7.2 - Socially or Economically Important Uses		
a.	Domestic	<ul style="list-style-type: none"> <li>Home water use including kitchen, bathroom and laundry use.</li> </ul>
		<ul style="list-style-type: none"> <li>Controlled watering or drip irrigation of vegetable gardens.</li> </ul>
		<ul style="list-style-type: none"> <li>Watering of trees, shrubs and flowering plants where necessary to preserve them by controlled watering or drip irrigation.</li> </ul>
b.	Commercial	<ul style="list-style-type: none"> <li>Commercial vehicle washes and laundromats.</li> </ul>
		<ul style="list-style-type: none"> <li>Restaurants and hotels.</li> </ul>
		<ul style="list-style-type: none"> <li>Irrigation for commercial nurseries at a minimum level necessary to maintain stock.</li> </ul>
		<ul style="list-style-type: none"> <li>Controlled watering at a minimum rate necessary to establish vegetation following grading/building where such vegetation is required by law or regulation.</li> </ul>
c.	Public Use	<ul style="list-style-type: none"> <li>Minimum amount required to maintain essential cooling operations.</li> </ul>
		<ul style="list-style-type: none"> <li>Filling and operation of public swimming pools which serve more than 25 residents.</li> </ul>
d.	Industrial	<ul style="list-style-type: none"> <li>Testing and drills by the fire department performed in the interest of public safety when specifically approved by the town manager.</li> </ul>
		<ul style="list-style-type: none"> <li>Minimum use necessary to operate production facilities and maintain jobs.</li> </ul>
e.	All	<ul style="list-style-type: none"> <li>Minimum amount required to maintain essential cooling operations.</li> </ul>
		<ul style="list-style-type: none"> <li>The cleaning or power washing of building exteriors prior to painting or repair and not solely for aesthetic purposes.</li> </ul>

(3) *Class III - Non-Essential Uses*

Table 5.7.3 - Non-Essential Uses		
a.	All	• Ornamental uses such as fountains and artificial waterfalls.
		• Filling and operation for recreational swimming pools which serving fewer than 25 residents and which are not open to the general public.
		• Washdown of driveway and other impervious surfaces except as provided for in subsection 30-156(1).
		• Noncommercial washing of motor vehicles, campers, boats, etc., except as provided for in subsection 30-156(1).
		• Allowing any tap, hose or pipe to run open for any purpose.
b.	Residential	• Lawn irrigation.
		• Automatic irrigation of trees, shrubs, and ornamental plants except when limited to one watering per week between the hours of 4:00 a.m. and 7:00 a.m.
c.	Commercial	• Serving water in restaurants except by request.
		• Cooling systems that rely solely on evaporation.
d.	Public use	• Irrigation of lawns, gardens, parks, playing fields and recreational areas.

**Sec. 30-158. Use restrictions.**

Upon implementation of water restrictions Phase I through Phase III as outlined herein, all water usage by customers of the Weaverville Water System shall immediately respond by conserving water according to the following table. Any water system purchasing water from the Weaverville Water System shall implement similar conservation measures on said system or immediately discontinue using Weaverville water.

Use Class	Phase I Voluntary Conservation	Phase II Step 1 Mandatory Use Restrictions	Phase II Step 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
Class 1. Essential	Voluntary conservation	Voluntary conservation	Voluntary conservation	Additional conservation
Class 2. Socially or economically important	Voluntary conservation	Voluntary conservation	Additional conservation	Prohibited
Class 3. Nonessential	Voluntary conservation	Prohibited	Prohibited	Prohibited

**Sec. 30-159. Enforcement penalties.**

(1) *Penalties.* The following penalties outlined in the following table shall be imposed for violations of the provisions of this article:

Table 5.9.1 Penalties			
Offence	Phase I Voluntary Conservation	Phase II Steps 1 and 2 Mandatory Use Restrictions	Phase III Emergency Use Restrictions
First	Issue public awareness notice	Notice of violation	\$100.00 fine
Second	Issue public awareness notice	\$100.00 fine	\$500.00 fine
Third	Issue public awareness notice	\$250.00 fine	Disconnection of service
More than three offenses	Issue public awareness notice	Disconnection of service	N/A

(2) *Fines, disconnection and reinstatement.* The town manager is hereby authorized to disconnect water service to any customer who repeatedly violates the provisions of this article in accordance with the penalties outlined herein.

All fines prescribed for violations of this water shortage response plan shall be enforceable in the same manner as any other fees and charges for water service from the town.

Should it become necessary to disconnect the water service from any premises in accordance with Table 5.9.1 said water service will not be restored until that phase of the water restrictions have been lifted. Said service shall be subject to a reconnection fee in the same manner as a water service that has been terminated for nonpayment.

**Sec. 30-160. Monitoring.**

The Weaverville Water System is equipped with supervisory control and data acquisition systems (SCADA) which continuously monitor critical data, including all system reservoirs, the level of the Ivy River at the intake, and water production and pumping flow rates. Monitored data is retained in historical files readily available for review and trending. The SCADA systems will be used as the primary source of data for monitoring of water supply conditions.

During any stage of implementation of the WSRP the public works director and the Ivy River Treatment ORC shall monitor the effectiveness of any Phase of the WSRP by reviewing water demand, weather forecasts, system reservoir levels, etc., in accordance with the following table:

Table 5.9 - System Monitoring	
WSRP Restriction Level	Review Schedule
Voluntary conservation	Weekly
Stage 1 Mandatory Use Restrictions	Weekly
Stage 2 Mandatory Use Restrictions	Daily
Emergency Use Restrictions	Twice Daily

**Sec. 30-161. Duration.**

Any water shortage declaration as provided herein shall remain in effect until it has been determined that water supplies and service conditions have returned to normal. The decision to issue, upgrade, downgrade or withdraw the level of declaration will be made in the same manner as described in section 30-154 of this article.

**Sec. 30-162. Public input.**

Prior to the initial adoption of division 5 of this article or any amendment thereto, the town council shall designate a time to receive public comment on the water shortage response plan or amendment thereto, provided further that the WSRP, or any amendment thereto shall be available for public inspection at Weaverville Town Hall for a period of at least seven days prior to receiving public comment, and that notice of the public comment meeting has been made in accordance with G.S. 160A-71.

**Sec. 30-163. Variances and variance criteria.**

Any person, company or corporation (applicant) requesting a variance from the requirements of the WSRP as contained in this division may do so in accordance with section 30-33 of this chapter.

Variances from the provision of this article may be granted if the hearing authority, as determined in section 30-33, determines that there are special conditions specific to the applicant with regard to use class that are not applicable to the use class as a whole and that granting a variance will not adversely effect other users of the system or cause the triggering of a more restrictive phase of the WSRP. In no case however, shall a nonessential use of water be permitted during any period of Phase III - Emergency Use Restrictions.

Any variance granted under this section shall become null and void if a more restrictive stage of the WSRP is implemented. Nothing in this section shall prevent any applicant from reapplying for the same or a different variance after any change in the WSRP to a more or less restrictive phase.

**Sec. 30-164. Revisions and review.**

The town manager shall be responsible for reviewing the provisions of this article and making recommendations to the town council for amendments thereto. Such review shall take place after implementation of any emergency restrictions, upon changes in available water supply such as water plant expansion or new interconnections with other approved systems, and otherwise at intervals not to exceed five years.

**RESOLUTION APPROVING THE WATER SHORTAGE RESPONSE PLAN  
FOR THE TOWN OF WEAVERVILLE**

**WHEREAS**, North Carolina General Statute § 143-355(l) requires each unit of local government that provides public water service to develop water conservation measures to respond to drought or other water shortage conditions and submit the same to the Department of Environmental Quality for review and approval; and

**WHEREAS**, as required by the statute and in the interests of sound local planning the attached Water Shortage Response Plan for the Town of Weaverville has been developed and submitted to Town Council for approval; and

**WHEREAS**, Town Council of the Town of Weaverville finds that the attached Water Shortage Response Plan, codified as Division 5 of Chapter 30 of the Weaverville Code of Ordinance, as the same was amended on May 22, 2023, is in accordance with the provisions of North Carolina General Statute § 143-355(l) and that it will provide appropriate guidance for the future management of water supplies for the Town of Weaverville, as well as useful information to the Department of Environmental Quality for the development of a state water supply plan as required by statute;

**NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE HEREBY RESOLVES**, that the Water Shortage Response Plan that is attached hereto is hereby approved and adopted and staff is directed to submit the same to the Department of Environmental Quality, Division of Water Resources, along with a copy of this resolution; and

**BE IT FURTHER RESOLVED** that Town Council intends that this plan shall be revised to reflect changes in relevant data and projections at least once every five years, or as otherwise requested by the Department of Environmental Quality, in accordance with the North Carolina law and sound planning practice.

**ADOPTED** this the 22nd day of May, 2023.

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

**ATTESTED BY:**

\_\_\_\_\_  
**JAMES ELLER**, Town Clerk

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** May 22, 2023  
**SUBJECT:** Water Commitment Renewal – 9 Pleasant Grove Road  
**PRESENTER:** Public Works Director Dale Pennell  
**ATTACHMENTS:** Letter Requesting Renewal  
Original Letter of Water Commitment dated May 24, 2022

**DESCRIPTION/SUMMARY OF REQUEST:**

Town Council is asked to consider taking action to renew a water commitment letter for the townhouse proposed for 9 Pleasant Grove Road, for an additional year.

The original water commitment letter was dated May 24, 2022, and a request was received on April 19, 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 has received development approvals from the County and anticipates that construction is expected to begin mid/late summer. The approved project is for 40 townhouse units, a reduction from 54 townhouses originally proposed. The requested water usage that is now anticipated is for up to 16,000 GPD, down from 22,000 GPD. As with the original water request, the Public Works Director has found that 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 and the Town Manager recommends that Town Council consider conditioning the approval on annexation into the Town as described below.

This project is located just outside the Town’s municipal jurisdiction and is contiguous to the primary municipal border now that the properties located at 480 Reems Creek Road are within the Town’s limits. The original water commitment did not include a condition of annexation. Should Town Council wish to condition the renewal of the water commitment to annexation of the property into the Town of Weaverville it could do so.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to renew this water commitment for an additional year, through May 24, 2024, as requested, or conditioned upon annexation into the Town.



April 19, 2023

Mr. Dale Pennell, PE, PLS  
Director of Public Works  
Town of Weaverville  
15 Quarry Road  
Weaverville, NC 28787

RE: 9 Pleasant Grove Rd.  
PIN 9752-24-0297; 9752-24-0579  
CDC Project No.: 12206

Dear Mr. Pennell,

The referenced project received Weaverville's commitment letter to provide water on May 24, 2022. Condition 5 stated that the commitment is valid for one year and that water system improvements must be started before May 24, 2023. The Project is requesting that this commitment be extended for an additional year.

Currently the Project design has progressed and has received commitment from MSD for sewer service. We have received a NCDOT permit for the driveway connection (D132-011-22-00068). We intend to submit construction drawings to Buncombe County for erosion control and stormwater review within the next week. The owner feels that the project will be under construction mid/late summer of this year with water installation starting in the fall.

If you should have any questions or need any additional information to extend this commitment letter, please do not hesitate to call our office.

Sincerely,

A handwritten signature in blue ink that reads "D. Harry Luzius, Jr." The signature is written in a cursive style.

D. Harry Luzius, Jr.  
Civil Design Concepts, P.A.  
[hluzius@cdcgo.com](mailto:hluzius@cdcgo.com)

cc: Benjamin R. Munn, P.E.



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 9 Pleasant Grove Road Townhouses  
PIN 9752-24-0297

Dear Mr. Sugg:

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

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

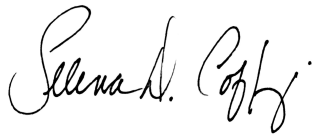
30 South Main Street • Weaverville, NC 28787 (PO Box 338)  
(828) 645-7116 • Fax (828) 645-4776

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

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

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

Sincerely,



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

cc: Dale Pennell, Public Works Director

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

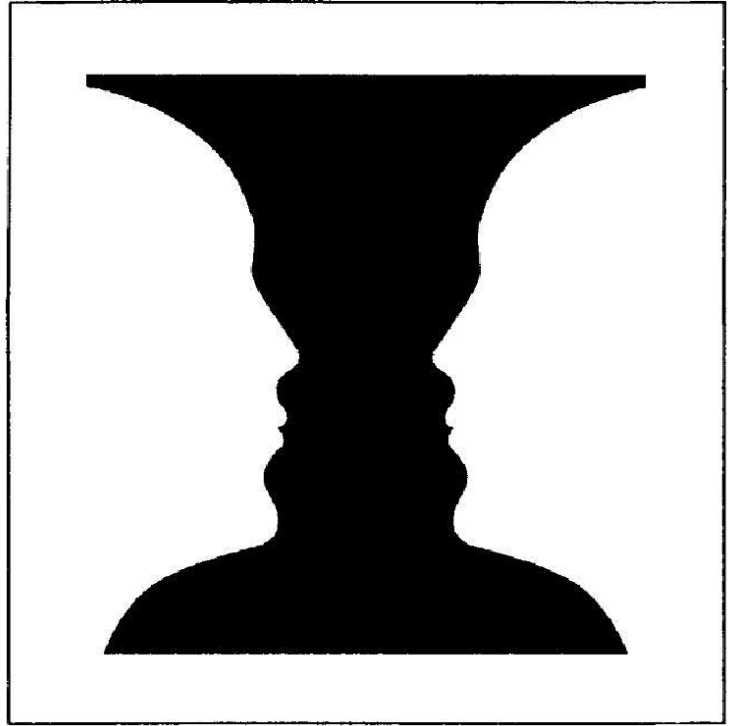
**MEETING DATE:** May 22, 2023  
**SUBJECT:** Core Values Discussion  
**PRESENTER:** Councilmember Catherine Cordell  
**ATTACHMENTS:** Examples of Different Perspectives  
SOG – Public Values Compass and Descriptions

**DESCRIPTION/SUMMARY OF REQUEST:**

In follow-up to Town Council’s recent review of personal core values, Councilmember Cordell would like to take a few minutes out of tonight’s meeting to lead a discussion concerning commonality found among individual core values and how they relate to public values and the balancing of the competing values of liberty, equality, community, and prosperity.

**COUNCIL ACTION REQUESTED:**

Town Council discussion



stock.adobe.com by Christophe Boisson



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# PUBLIC VALUES COMPASS



Public issues reflect four public values. Conflicts arise when people have differing values or want more of one value than another. It is important to remember, no value is better than another.

# PUBLIC VALUES

Solving public problems requires solutions that balance competing values.

## **LIBERTY**

Freedom, choice, opportunity, autonomy, personal responsibility, self sufficiency

## **EQUALITY**

Fairness, justice, tolerance, equal rights, diversity, equity, level playing field

## **COMMUNITY**

Safety, belonging, family, neighborhood, tradition, security, quality of life

## **PROSPERITY**

Growth, efficiency, productivity, profit, competition, privatization, return on investment, quantity of life

Source: School of Government, UNC-Chapel Hill

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, May 22, 2023

**Subject:** Police Department Report for the 1st Quarter

**Presenter:** Chief of Police Ron Davis

**Attachments:** Police Department Reports – Q1 Feb 2023-Apr 2023

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

**Action Requested:** None

# WEAVERVILLE POLICE DEPARTMENT QUARTERLY REPORT FEBRUARY-APRIL 2023

**Activity:** Calls for service this quarter down slightly from 1,787 last year in the same time period vs. 1,606 this year.

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

**Arrests:** There were 18 arrests this quarter vs. 34 the same quarter last year.

**Accidents:** This quarter also saw an increase of motor vehicle collisions from 44 last year with 6 injuries vs 64 this year with 5 injuries.



# Police Activity Report

<u>Activity</u>	<u>February</u>	<u>March</u>	<u>April</u>	<u>Quarter Total</u>	<u>2022 Totals</u>
Arrests	9	4	5	18	102
Vehicle crashes	18	18	28	64	187
Traffic Citations & Warnings	41	51	41	133	773
Parking Citations	3	3	9	15	117
Robbery	0	0	0	0	0
Aggravated Assault	0	0	0	0	1
Simple Assault	2	0	3	5	3
Sex Offense	0	0	0	0	3
Kidnapping	0	0	0	0	1
Burglary/B&E	0	1	1	2	5
Theft-Shoplifting	5	1	5	11	49
Theft-From a Motor Vehicle	0	1	0	1	5
All Other Theft	3	8	5	16	83
Motor Vehicle Theft	0	0	0	0	1
Damage/Vandalism	3	0	0	3	4
Counterfeiting/Forgery	0	0	1	1	3
False Pre/Swindle/Conf Gm	0	0	0	0	6
Credit Card/ATM Fraud	0	0	1	1	3
Stolen Property	0	0	0	0	3
Drug/Narcotic Violations	2	0	1	3	20
Drug Equipment Violations	1	1	1	3	17
Weapon Law Violations	0	0	1	1	18
<b>*Total Events</b>	<b>450</b>	<b>568</b>	<b>588</b>	<b>1,606</b>	<b>6,464</b>

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# RESPONSE TIMES '22 VS '23

	<u>2022</u>	<u>2023</u>
<i>High priority- average</i>	<b>3.83</b>	<b>3.80</b>
<i>Average priority-average</i>	<b>2.59</b>	<b>4.16*</b>
<i>Low priority- average</i>	<b>1.13</b>	<b>1.43</b>

\*Response times for *Average* priority calls continue to increase (*Available time for officers to perform routine duties such as high visibility patrol and community related activities etc., is decreasing*).

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

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

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

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

# HYBRID PATROL FLEET UPDATE

- In 2019, the patrol fleet consisted exclusively of Dodge Chargers that averaged 10-12 mpg. 16,350 gallons of fuel were consumed.
- In 2020, the Town started transitioning to hybrid-only patrol cars which average 20-24 mpg.
- It is estimated the department will use 11,500 gallons of fuel by the end of 2023.
- This represents an impressive 31% decline in fuel consumption since 2019.
- There has also been a dramatic overall reduction in maintenance for hybrid patrol cars vs. non-hybrid cars.
  - Non-hybrid Dodge Charger Average Maintenance cost per car-\$1300.00\*
  - Hybrid Ford maintenance total cost for ALL hybrids- \$133.00\* (not including tires or oil changes\*)



**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** May 22<sup>nd</sup> 2023  
**Subject:** Weaverville Fire Department Quarterly Report  
**Presenter:** Chief Scottie Harris  
**Attachments:** Quarterly Report

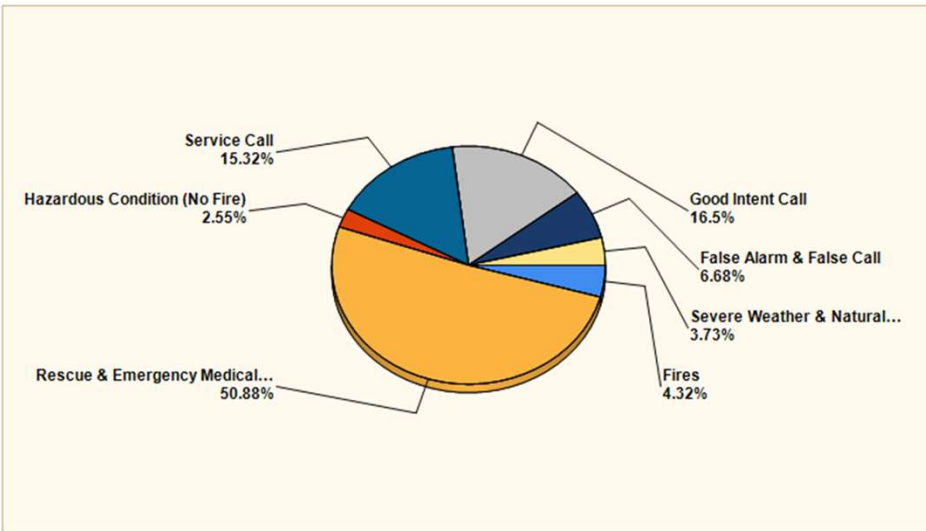
**Description:**

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

**Action Requested:**

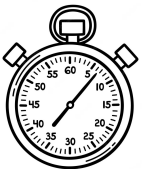
Information only; No action required.

## WEAVERVILLE FIRE DEPARTMENT QUARTERLY REPORT FEBRUARY 1, 2023 – APRIL 30, 2023



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	22	4.32%
Rescue & Emergency Medical Service	259	50.88%
Hazardous Condition (No Fire)	13	2.55%
Service Call	78	15.32%
Good Intent Call	84	16.5%
False Alarm & False Call	34	6.68%
Severe Weather & Natural Disaster	19	3.73%
<b>TOTAL</b>	<b>509</b>	<b>100%</b>

# OVERLAPPING	% OVERLAPPING	TOTAL
120	23.58	509



**AVERAGE RESPONSE TIME  
(Dispatch to Arrived)**  
6:06



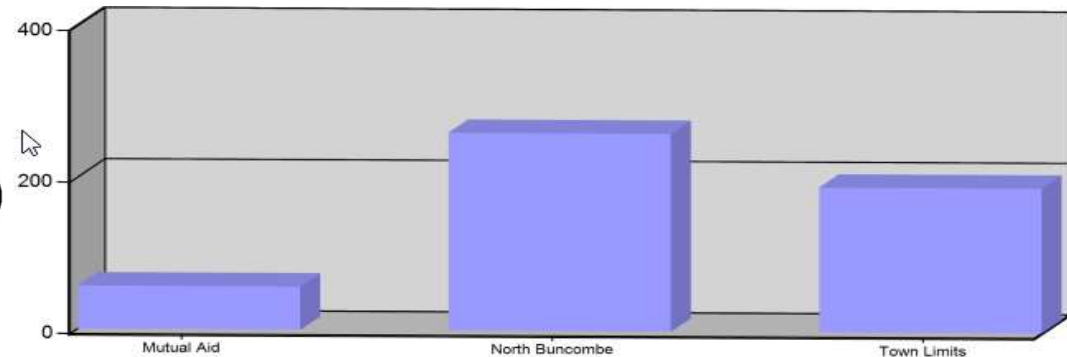
FIRE LOSS			
LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
\$199,300.00	\$35,000.00	\$234,300.00	\$35,000.00
\$20,000.00	\$30,000.00	\$16,491,700.00	\$100,000.00

TOTAL LOSSES: \$284,300.00

TOTAL PRE-INCIDENT VALUES: \$16,861,000.00

PROPERTY SAVED					
TOTAL PRE-INCIDENT PROPERTY	TOTAL PRE-INCIDENT CONTENT	TOTAL PRE-INCIDENT	TOTAL PROP. SAVED	TOTAL CONT. SAVED	TOTAL SAVED
\$16,726,000.00	\$135,000.00	\$16,861,000.00	\$16,506,700.00	\$70,000.00	\$16,576,700.00

ZONE	# INCIDENTS
Mutual Aid - Mutual Aid	57
North Buncombe - North Buncombe District	261
Town Limits - Town Limits	191
<b>TOTAL:</b>	<b>509</b>





## **WEAVERVILLE FIRE DEPARTMENT**

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

*Celebrating 100 years of service to our community*

### **Fire Marshals Office Stats. February 2023, March 2023 and April 2023.**

#### **SafeKids. Child Car Seat Installation.**

February = 10 installations.

March = 8 installation.

April = 8 installations.

#### **Fire Prevention and Education Classes.**

February 9<sup>th</sup> . SafeKids meeting. Area providers.

February 15<sup>th</sup>. Buncombe County Medical Peer Review.

March 30<sup>th</sup>. Lithium-Ion Battery Symposium. Challenges for the Fire Service.

April 12<sup>th</sup>. Virtual class. Hot Topics and Emerging Issues in Fire Service.

April 18<sup>th</sup> . School Evacuation Drill. Weaverville Primary School.

(Buncombe Count Schools, Weaverville Police Dept. and Buncombe Cnty. Sheriff's Dept.)

April 20<sup>th</sup>. Career Day. North Windy Ridge School. 400 kids.

April 24<sup>th</sup> -28<sup>th</sup> . International Arson Investigators Association Conference.

#### **Commercial Business Inspections.**

February = 18 inspections.

March = 22 inspections.

April = 15 inspections.

***Kile R. Davis***

***Fire Marshal***

***Weaverville Fire Department***

[kdavis@weavervillefd.org](mailto:kdavis@weavervillefd.org)