

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

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

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

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Public Hearing – Proposed Code Amendments-Ch. 2&20 - Places of Gatherings, Home Occupations, Fees in Lieu of Sidewalk Construction, Conservation Subdivisions	3	Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Conflict of Interests Statement		Mayor Fitzsimmons
4. Consent Agenda		Town Manager Coffey
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6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
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8. Adjournment		Mayor Fitzsimmons

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

WEAVERVILLE TOWN COUNCIL REGULAR MEETING REMOTE ELECTRONIC MEETING LOGIN CREDENTIALS

The Weaverville Town Council has elected to continue to provide the general public with remote electronic access to its regular monthly meetings, unless technical issues prevent such access.

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

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

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

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

Guidelines and Instructions for General Public Comment: A portion of the meeting will be set aside for general public comments. Town adopted Rules for Public Comment will apply. Normal rules of decorum apply to all comments and duplicate comments are discouraged. Public comments may be submitted during the in-person meeting or in writing in advance, but will not be taken from those attending remotely. The public comments section of the meeting will be limited to approximately 20 minutes, but may be extended by Town Council if time allows. You must be recognized before giving your comment and must make comments from the podium. Individual comments during the meeting are generally limited to 3 minutes. Written comments timely received will be provided to Town Council and read into the record during the meeting as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by emailing to public-comment@weavervillenc.org 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_06_vIqimFUQ, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: January 22, 2024

SUBJECT: Public Hearing on Code Amendments – Ch. 2 & 20 – Places of Gatherings, Home Occupations, Conservation Subdivisions, Fees in Lieu of Sidewalk Construction

PRESENTER: Planning Director

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

DESCRIPTION/SUMMARY OF REQUEST:

Tonight's public hearing is on proposed text amendments to Code Chapter 20 pertaining to regulations of places of gatherings and home occupations, and new regulations concerning conservation subdivisions and fees in lieu of sidewalk construction. Proposed amendments concerning fees in lieu of sidewalk construction also include a revision to Ch. 2.

The Planning Board reviewed current regulations and the proposed text amendments and submitted three separate favorable recommendations which all concluded that the proposed regulations are consistent with the Town's Comprehensive Plan and reasonable and in the public interest.

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

TOWN COUNCIL ACTION REQUESTED:

Receive public input on the proposed amendments to Code Chapter 2 and 20.

**TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on Monday, January 22, 2024, beginning at 6:00 p.m., or as soon thereafter as the matter may be reached, for the purpose of receiving public input on proposed Code amendments to Chapter 20 that would: allow Town Council review and approval of fees in lieu of sidewalk construction, eliminate sidewalk waivers, add conservation subdivision regulations for large subdivisions, and amend regulations pertaining to places of gatherings and home occupations.

This public hearing will occur as an in-person meeting.

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

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



**Town of Weaverville
Planning Board**

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

On April 4, 2023, and May 2, 2023, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for consistency in the type of development approval necessary for places of gatherings and provide changes to the definition and regulations of Home Occupations. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of the Table of Uses, a high priority within the CLUP priorities, with an emphasis on legal compliance. Staff identified a legal compliance issue with the inconsistent regulations of places of gathering. The Religious Land Use and Institutionalized Persons Act (RLUIPA) requires that secular and non-secular places of gatherings be treated the same. The recommended changes would require conditional district zoning review for all places of gathering including the following: Cultural or Community Facilities, Religious Institutions, and Event Centers. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for better legal compliance with RLUIPA.

The definition and regulation of Home Occupations were reviewed and changes are recommended to remove regulatory language from the definition of Home Occupation and to revise the regulations of that use to make it clear that online and catalog sales activity can be done under a home occupation use. The text amendments also allow home occupations in all districts. The Planning Board found that these amendments are consistent with the Town's comprehensive land use plan, reasonable and in the best interest of the public in that it more clearly defines the regulation of Home Occupations.

Bob Pace, Chairman of the Planning Board
May 2, 2023

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

Sec. 20-3205. Table of uses.

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

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

USES	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO
RESIDENTIAL								
Home Occupation	PS	PS	PS	PS	<u>PS</u>	<u>PS</u>	<u>PS</u>	-
ENTERTAINMENT / RECREATION								
Cultural or Community Facility	<u>PS C</u>	<u>PS C</u>	<u>PS C</u>	<u>PS C</u>	<u>P C</u>	<u>P C</u>	<u>P C</u>	-
CIVIC / INSTITUTIONAL								
Religious Institutions	C	C	C	C	C	C	C	
MISCELLANEOUS USES								
Event Center	-	-	-	-	C	C	C	-

2. The definition of Home Occupation within Code Section 20-1202 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-1202. Specific definitions.

Home occupation. ~~Any use~~ An occupation conducted entirely within a dwelling or accessory structure and which use is clearly incidental and secondary to the use of the dwelling for residential purposes and which use does not change the residential character of the dwelling. ~~and which meets the following: (a) no more than one employee, other than family members residing on the premises, shall be employed in connection with the home occupation; (b) no mechanical or electrical equipment shall be installed or used except such equipment as is normally used for domestic purposes; and (c) not over 25 percent of~~

~~the total floor space of any residential structure shall be used for such home occupation. Home occupations include, but are not limited to, child care homes as defined herein.~~

3. Code Section 20-3312 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3312. Home occupation.

- (a) Home occupations shall be clearly incidental to the residential use of a dwelling and shall not change the residential character of the dwelling or the neighborhood.
- (b) Home occupations shall be contained entirely within the interior of the dwelling or accessory structure. Home occupations within a dwelling shall not occupy more than 25 percent of the gross floor area of the dwelling. Should a home occupation occur within an accessory structure, said use shall not exceed 25 percent of the aggregate square footage of both the dwelling unit and accessory structure.
- (c) Only noncommercial vehicles are permitted in conjunction with a home occupation.
- (d) Business or product identification signs shall not be permitted.
- (e) ~~Commercial sale of merchandise shall not be permitted in conjunction with a home occupation.~~ Commerical sale of merchandise is limited to catalog and internet sales only. On-site customers are expressly prohibited. Products may be received and shipped from the premises to fulfill orders provided that goods, products or commodities are stored within the home, within an accessory structure, or off-site.
- (f) The installation or use of mechanical or electrical equipment not normally used for domestic purposes shall not be permitted.
- (g) Home occupations may include child care homes as defined herein.

**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION**



**Town of Weaverville
Planning Board**

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

On December 5, 2023, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for a fee in lieu of sidewalk construction. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of the proposed fee in lieu of sidewalk construction proposed text amendments, a recommendation of the recently adopted Active Weaverville plan and a medium priority within the CLUP priorities. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which allow for a fee in lieu system and replace the town's existing waiver system for sidewalk construction.

Bob Pace, Chairman of the Planning Board

December 5, 2023

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION

Chapter 20, Part I

Article VII. Fee in Lieu of Sidewalk Construction

Sec. 20-1701. Purpose

In general, the Weaverville Town Council supports the installation of sidewalks by the development community at the time of development. However, there are circumstances when current site conditions or other considerations justify the acceptance of a fee in lieu of sidewalk construction.

It is the purpose of this ordinance, and the rules and regulations set forth, to establish clear, equitable, and consistent standards for carrying out the fee in lieu of construction alternative provided for in Section 20-2404 and 20-3503 of the town's code of ordinances, as it pertains to sidewalks and related pedestrian facilities. This objective shall be achieved by establishing defined standards related to project eligibility, prioritization, and implementation.

Sec. 20-1702. Discretionary Power

Nothing in this policy shall be construed to limit town council's authority to deny a fee in lieu of sidewalk construction request or credit for off-site sidewalk construction. The standards and material contained herein are meant to guide and support any decision made by Council regarding fee in lieu of sidewalk construction.

Sec. 20-1703. Fee in lieu of Sidewalk Construction Requests

Any project required to install sidewalk per the standards of this Chapter 20 may request to pay a fee in lieu of said physical improvements. All requests to pay a fee in lieu of sidewalk construction shall be reviewed and decided upon by Weaverville Town Council.

Sec. 20-1704. Evaluation Criteria

While any project may submit a request to pay a fee in lieu of sidewalk construction, it is the Town's intention to limit the approval of such requests to those projects which merit serious consideration. The following list of criteria shall be used by town council for the purpose of evaluating a payment in lieu of construction request. A request is not required to meet all of the following criteria to be considered eligible:

- (1) The applicable property will be developed for residential purposes with a density of less than 1 dwelling unit per acre.
- (2) There are no sidewalks in the vicinity of the project, and it is unlikely that there will be development nearby that would require the installation of sidewalks in the future.
- (3) A stormwater drainage ditch or similar public utility facility prevents the installation of the sidewalk, and neither the sidewalk nor the facility can be reasonably relocated to accommodate both the sidewalk and the facility.
- (4) The topography would require the construction of a retaining wall more than 6 feet in height to accommodate the sidewalk.
- (5) There is a planned roadway or infrastructure improvement scheduled to be implemented within the next 5 years which would require the removal or relocation of the required sidewalk.
- (6) Other unusual circumstances make the sidewalk installation requirement unreasonable or inappropriate.

Sec. 20-1705. Fee Calculation

The Town may request a cost estimate of required sidewalk construction from a civil engineering firm to assist in the fee calculation for approved payments in lieu. Cost estimates and fee calculations are subject to review and recommendation

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION

by the Town's Public Works Department.

The fee calculation for approved payments in lieu of sidewalk shall be based on the cost estimate as approved by town council and shall be due prior to (1) final plat approval, or (2) issuance of a zoning permit for any projects requiring sidewalk construction in which final plat approval would not apply.

Sec. 20-1706. Credits for Off-Site Sidewalk Construction

A fee in lieu of sidewalk construction may be credited by an equivalent amount of sidewalk construction in another location, based on estimated cost, subject to review and approval of Weaverville Town Council. The selected location for off-site sidewalk construction must be approved by the Zoning Administrator, as well as inspected by the Public Works department prior to pouring. Additionally, the developer must obtain all necessary encroachments and/or easements and provide copies of said agreements to the Town of Weaverville prior to commencement of work. Unless otherwise approved by the Zoning Administrator, off-site sidewalk construction permitted by this ordinance shall be due prior to (1) final plat approval or (2) issuance of a zoning permit for any projects requiring sidewalk construction in which final plat approval would not apply.

Sec. 20-1707. Use of Funds

Fees deposited with the Town in lieu of sidewalk construction shall only be used to install new sidewalks or new pedestrian facilities (such as curb ramps or crosswalks). Costs associated with sidewalk repairs shall be otherwise budgeted for by the town, and shall not come out of the fees in lieu of sidewalks.

Sec. 20-1708. Prioritization of New Sidewalk Installation

The Town shall periodically compile a priority listing for the installation of paved sidewalk improvements, giving full consideration to the following criteria:

- (1) Paved sidewalks along one side of the streets that constitute major walking routes to a public school shall normally be given first priority in an order established by the town after consideration of the service area.
- (2) Sidewalks along one side of the streets that constitute a major walking route to some public facility or along streets designated as a major or minor thoroughfare shall normally be given second priority in an order established by the town.
- (3) Sidewalks along a second side of the streets that constitute a major walking route to public schools, other public facilities, or along major or minor thoroughfares, where sidewalks already exist on one side, shall be given third priority.
- (4) Paved sidewalks in locations other than those described above shall normally be given fourth priority in an order established by the town.

Sec. 20-1709. Future Site Improvements or Changes

Any fee in lieu of sidewalk installation request approved by Town Council shall only apply to those requirements in place at the time of development. This ordinance shall not be construed to grant exceptions to sidewalk installation related to any future building or parking lot expansions, redevelopment, or changes in use which would require sidewalk installation per the standards of Chapter 20.

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION

Sec. 2-165. Duties.

The board of adjustment shall primarily act in a quasi-judicial capacity and shall perform the following duties:

- (a) *Quasi-judicial procedures.* The board of adjustment shall follow quasi-judicial procedures as specified in G.S. 160D-406 and Code section 20-1309 when making any quasi-judicial decision.
- (b) *General.* The board of adjustment shall hear and decide all other matters which it is required to pass under any statute or development regulation adopted under the authority of GS Chapter 160D.
- (c) *Appeals.* Except as otherwise provided by G.S. Chapter 160D, the board of adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of all development regulations and may hear appeals arising out of any other ordinance that regulates land use or development all as set out in chapter 20, including specifically Code section 20-1308 and Code section 20-3108(b).
- (d) *Special use permits.* The board of adjustment shall hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in chapter 20, including specifically Code section 20-3108(c) and Code section 20-3204.
- (e) *Variances.* The board of adjustment shall hear and decide all variance requests in accordance with the principles, conditions, safeguards, and procedures specified in chapter 20, including specifically Code section 20-3108(d).
- (f) ~~*Sidewalk waivers.* The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements in accordance with principles, conditions, limitations and procedures specified in chapter 20, including specifically Code section 20-3108(e).~~
- ~~(g)~~ *Vegetative screening and/or buffer waivers.* The board of adjustment shall hear and decide all requests to alter or eliminate the required vegetative screening or buffering requirement in accordance with principles, conditions, limitations and procedures specified in chapter 20, including specifically Code section 20-3108(f).

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

- (a) *Quasi-judicial procedures.* The board of adjustment shall follow quasi-judicial procedures as specified in G.S. 160D-406 and Code section 20-1309 when making any quasi-judicial decision.
- (b) *Appeals of administrative decisions.* Except as otherwise provided by G.S. Chapter 160D, the board of adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of all development regulations and may hear appeals arising out of any other ordinance that regulates land use or development. A majority vote of the members shall be required to decide an appeal. The provisions of G.S. 160D-405 and Code section 20-1308 governing appeals of administrative decisions, and G.S. 160D-406 and Code section 20-1309 governing quasi-judicial procedure are applicable to these appeals.
- (c) *Special use permits.* The board of adjustment shall hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in Code section 20-3204. A majority vote of the members shall be required to issue a special use permit.
- (d) *Variances.* When unnecessary hardships would result from carrying out the strict letter of a zoning regulation, the board of adjustment shall vary any of the provisions of the zoning regulation when, based on competent, material, and substantial evidence, it finds all of the following:
 - (1) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made on the property;
 - (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability;

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION

- (3) The hardship did not result from the actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship;
- (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved;
- (5) The requested variance is not a request to permit a use of land, building, or structure which is not permitted in the zoning district in which the property is located; and
- (6) The requested variance is not a request to permit a prohibited sign.

Appropriate conditions may be imposed on any variance, provided the conditions are reasonably related to the variance. Other development regulations that regulate land use or development, including the subdivision regulations, may provide for variances from the provisions of those ordinances consistent with the provision of this section. The concurring vote of four-fifths (4/5) of the board of adjustment shall be necessary to grant a variance. Approved variances are required to be recorded with the Buncombe County Register of Deeds upon approval.

- (e) ~~Sidewalk waivers. The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements, with a majority vote of the members based on competent, material, and substantial evidence. Limitations and standards applicable to sidewalk waivers are as follows:~~
- ~~(1) Sidewalk requirements imposed by a conditional district or special use permit are not eligible for a waiver of such sidewalk requirements.~~
 - ~~(2) Major subdivisions are not eligible for a waiver of the sidewalk requirement for sidewalks on new streets proposed for construction within the major subdivision. Major subdivisions may, however, be granted a sidewalk waiver of the sidewalk requirements along existing streets upon the finding that:~~
 - ~~(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or~~
 - ~~(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or~~
 - ~~(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.~~
 - ~~(3) Minor subdivisions may be granted a sidewalk waiver upon the finding that:~~
 - ~~(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or~~
 - ~~(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or~~
 - ~~(c) The construction of the sidewalk will not meaningfully provide for better pedestrian access and/or connectivity to the existing or proposed pedestrian network or sidewalk system.~~
- ~~(e) Vegetative screening and/or buffer waivers. The board of adjustment shall have the authority to alter or eliminate the required vegetative screening or buffering requirement where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this chapter, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. These waivers may be granted by the board upon a majority vote of the members based on competent, material, and substantial evidence and any such agreements shall be attached to the approved waiver.~~

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING FEES IN LIEU OF SIDEWALK CONSTRUCTION

Sec. 20-2404. Sidewalks.

- (a) Sidewalks shall be constructed along all street frontages of the property or properties for which the subdivision, whether major or minor, is proposed if the street is shown on a sidewalk master plan, sidewalk improvement plan, or sidewalk priority list adopted by the town, state, or regional council.
- (b) Sidewalks shall be provided on at least one side of new streets constructed within major subdivisions.
- (c) Curbs and sidewalks shall be constructed in accordance with the Town of Weaverville Street Standard Specifications and Details Manual applicable to sidewalks and in full compliance with ADA accessibility standards, including specifically but not limited to width, ramp and crosswalk construction. Sidewalk rehabilitation shall be required where the existing sidewalk has been determined by the department of public works to be dilapidated.
- (d) ~~Subdivisions may apply to the board of adjustment for a sidewalk waiver in accordance with Code section 20-3108(e).~~ Subdivisions may apply to town council for a fee in lieu of sidewalk construction or credit for off-site sidewalk construction in accordance with Sec. 20-1701 through Sec. 20-1709.

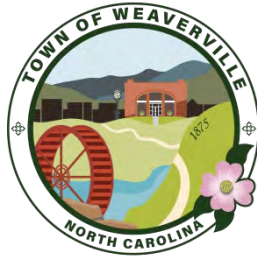
Sec. 20-3503. Sidewalks.

- (a) *Purpose.* The purpose of this section is to ensure that applicants for new construction and renovations, additions, and/or expansions to existing structures consider the need for sidewalks as part of the proposed development and to establish requirements for the construction of sidewalks. While the town recognizes its need to maintain sidewalks and to construct sidewalks to meet the needs of the general population, project applicants may be required to participate in the construction of sidewalks to meet the pedestrian needs of the citizens of the town. The town also recognizes that in certain cases, sidewalks may not be needed or their construction may not be feasible.
- (b) *Sidewalks required.* Sidewalks shall be required for all new commercial construction and development, multi-family residential development, all major subdivision development, and certain minor subdivision development.

Sidewalks shall be constructed along all street frontages of the property for which the development is proposed and least one side of new streets constructed as a part of the development. Curbs and sidewalks shall be constructed in accordance with the Town of Weaverville Street Standard Specifications and Details Manual applicable to sidewalks and in full compliance with ADA accessibility standards, including specifically but not limited to width, ramp and crosswalk construction.

Sidewalk rehabilitation shall be required for the types of development projects identified above where the existing sidewalk has been determined by the department of public works to be dilapidated.
- (c) ~~Waiver of sidewalk requirement. Sidewalk requirements may only be waived as allowed by Code section 20-3108(e).~~ Developments may apply to town council for a fee in lieu of sidewalk construction or credit for off-site sidewalk construction in accordance with Sec. 20-1701 through Sec. 20-1709.

**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING CONSERVATION SUBDIVISIONS**



**Town of Weaverville
Planning Board**

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

On May 2, July 6, and December 5, 2023, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for conservation subdivisions. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of conservation subdivisions, a high priority within the CLUP priorities. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which encourage open space and conservation measures.



Bob Pace, Chairman of the Planning Board
December 5, 2023

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING CONSERVATION SUBDIVISIONS

Sec. 20-1202. Specific definitions.

Conservation area, primary. Consists of:

1. Floodplains (100-year and 500-year) and hydric soils identified as part of a *Flood Insurance Study* prepared by the Federal Emergency Management Agency (FEMA), or the County Soil Survey prepared by the USDA Natural Resources Conservation Service;
2. Land located within 50 feet of the bank of any perennial stream;
3. Natural areas, wildlife habitats and corridors identified as part of: (1) an Inventory of Natural Areas and Wildlife Habitats as prepared by a State agency, the Natural Conservancy, or a local land trust; (2) a required Environmental Assessment or Environmental Impact Statement; or (3) an independent site study conducted by a trained botanist or biologist; and
4. Historic or archeological sites including, but not limited to, sites listed on the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark or district and/or designated as having a high potential for archaeological remains generally identified as part of a local architectural survey, local archaeological survey, required Environmental Assessment or Environmental Impact Statement, or independent site study conducted by a trained architectural historian or archaeologist.

Conservation area, secondary. Consists of:

1. Farmland (whether actively used or not) including cropland, fields, pastures, and meadows;
2. Slopes of 20% or greater (9 degrees or greater) which require special site planning due to their erosion potential, limitations for septic tank nitrification fields and terrain or elevation changes, or identified as part of a County Soil Survey prepared by the USDA Natural Resources Conservation Service, or a site analysis conducted by a registered professional engineer, professional land surveyor, landscape architect, architect or land planner and calculated using topographic maps from an actual survey or from the US Geological Society.
3. Non-commercial cemeteries; and
4. Viewsheds (scenic views, especially of natural and cultural features from designated scenic road corridors, including "views from the road" as well as views outward from potential home sites).

Recreation areas, active. Includes, but are not limited to the following: public recreation areas including playgrounds, sports courts, public parks, and community parks; private recreational facilities such as golf courses, playing fields, playgrounds, swimming pools, and sports courts, and commercial campgrounds.

Recreation areas, passive. Includes, but are not limited to the following: pedestrian, bicycle and equestrian trails, greenways, picnic areas, community commons or greens, and similar kinds of areas, whether public or private.

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING CONSERVATION SUBDIVISIONS

Sec. 20-2203. Process of review of major subdivisions and conservation subdivisions.

- (a) *Submission of application and preliminary plan.* All applications for development of a major subdivision and/or conservation subdivision shall be submitted to the subdivision administrator at Weaverville Town Hall. The subdivision administrator shall determine if the application is complete and notify the subdivider of any deficiencies. Once the application is deemed complete, the subdivision administrator will schedule review of the application by the technical review committee. The application should include a water commitment application if the subdivider intends to extend the public water system of the town. The application should include a public street commitment application if the subdivider intends for the streets to be included within the town's public street system.
- (b) *Review of preliminary plan (and town public water/street commitment applications) by technical review committee and others.* The technical review committee shall review all major subdivisions and conservation subdivisions and preliminary plans, and plan revisions if necessary, for compliance with planning and development regulations applicable to major subdivisions. If town public water and/or street commitment application are part of the subdivision application, the technical review committee shall review them and provide a report and recommendation to town council on those requests. If state streets or highways are proposed the request must be submitted to the NCDOT district highway engineer for review and recommendation. If private water wells or septic systems are proposed, the request must be submitted to the Buncombe County Health Director for review and recommendation. If public sewer is proposed, the request must be submitted to MSD for review and recommendation.
- (c) *Review and action on town water commitment and/or public street commitment.* Any public water commitment or public street commitment applications shall be forwarded to town council for review and action. Depending on the action taken by town council, plan revisions may be necessary.
- (d) *Report and recommendation of technical review committee.* Based on its findings during its review and actions taken by the town concerning public water commitment and/or public street commitment, the technical review committee shall prepare and submit to the planning board a report and recommendation concerning the major subdivision and/or conservation subdivision application and the preliminary plan.
- (e) *Review of preliminary plan by the planning board.* The planning board shall review all major subdivisions and conservation subdivisions and preliminary plans for compliance with planning and development regulations applicable to major subdivisions.
- (f) *Approval of preliminary plan.* The planning board shall approve the preliminary plan once it is found compliant with the planning and development regulations of the town for major subdivisions and/or conservation subdivisions. The planning board has 90 days from first consideration to approve or deny a preliminary plat. If the planning board has failed to act within that time period the preliminary plat shall be deemed approved.
- (g) *Submission of certain construction drawings and supporting documentation.* The subdivider shall submit engineer-sealed construction drawings and supporting documentation for required improvements related to the major subdivision as a whole, or for each phase which has achieved preliminary plan approval. The public works director or their designee, in conjunction with the technical review committee or their designees, shall review and approve or recommend approval of the construction drawings for all water system improvements intended to be conveyed to the town and all roads intended to be dedicated to the town as public streets. Construction drawings for sanitary sewer improvements must be provided to MSD.
- (h) *Installation of required improvements.* Upon approval of the preliminary plan, and not before, the subdivider may proceed with the installation for required infrastructure in accordance with the approved preliminary plan and construction plans submitted. Prior to the approval of a final plat, the subdivider shall have installed the required infrastructure improvements. Required infrastructure shall be installed within 18 months of approval of the preliminary plan or phase of a preliminary plan. Otherwise, the planning board shall have the authority to grant up to an additional 12 months for completion of the infrastructure for good cause shown.
- (i) *Submission of final plat and supporting documentation.* Upon completion of the required improvements, the subdivider shall prepare and submit a final plat and supporting documentation to the subdivision administrator. The subdivision administrator shall determine if the final plat is complete and the supporting documentation evidences the completion of the required improvements, and notify the subdivider of any deficiencies. Once the final plat and supporting

RECOMMENDED AMENDMENTS TO CHAPTER 20 REGARDING CONSERVATION SUBDIVISIONS

documentation is deemed complete, the subdivision administrator will schedule review of the final plat by the technical review committee.

- (j) *Review of final plat by technical review committee.* The technical review committee shall review the final plat and supporting documentation, and plat revisions as necessary, for substantial compliance with the approved preliminary plan and with planning and development regulations for major subdivisions and/or conservation subdivisions.
- (k) *Approval of final plat.* The planning director, or their designee, shall approve the major subdivision final plat once it is found compliant by the technical review committee. The planning director, or their designee, shall have 30 days from a fully complete final plat submission within which to approve or deny the final plat. Failure to take such action within this time period will be deemed an approval of the plat.
- (l) *Recordation of final plat.* The final plat of the major subdivision must be recorded, at the subdivider's expense, in the Buncombe County Register of Deeds within 60 days of final plat approval otherwise said approval shall be null and void. A copy of the recorded final plat must be provided to the subdivision administrator or zoning administrator prior to the issuance of any zoning permits. Access easements and road maintenance agreements must be recorded prior to or contemporaneously with the final plat.
- (m) *Issuance of zoning permits.* No zoning permits authorizing work on the property can be issued by the zoning administrator prior to a copy of the recorded final plat being submitted to the subdivision administrator or zoning administrator.
- (n) *Town action on acceptance of town public water and/or public streets dedication.* Improvements installed within rights-of-way or easements including but not limited to utility lines, streets, drainage facilities or sidewalks pursuant to public commitments approved by town council, may be accepted for maintenance by the town upon approval by town council.

Sec. 20-2116. Conservation Subdivision

The conservation subdivision standards found at Sec. 20-2309 are additional standards which shall apply to all subdivisions proposing 25 lots or more.

Sec. 20-2309. Conservation subdivision standards.

The following additional standards shall apply to all subdivisions proposing 25 lots or more:

- (a) Open space shall:
 - (1) Comprise a minimum of 25 percent of the project area. Floodplain areas are allowed to be calculated for both density and open space requirements.
 - (2) Be composed of (in order of which lands should be designated as open space first): primary conservation area, secondary conservation area, and any remaining lands necessary.
 - (3) Be designated so that a minimum of 50 percent of the proposed open space is contiguous and, where possible, adjoins open space or other protected areas (including protected forests or wildlife areas) outside the project area.
 - (4) Be accessible by safe and convenient pedestrian access from all adjoining lots (except in the case of farmland or other resource areas vulnerable to trampling damage or human disturbance).
 - (5) Be used as follows:
 - i. Conservation of natural resources, archaeological resources or historical resources;
 - ii. Agriculture, horticulture or silviculture, provided all applicable best management practices are used to minimize environmental impacts;
 - iii. Passive recreation

**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING CONSERVATION SUBDIVISIONS**

- iv. Active recreation provided impervious surfaces are limited to a maximum of 12 percent of the total open space area;
 - v. Nonstructural stormwater management practices;
 - vi. Easements for drainage, access, and utility lines; and
 - vii. Water, septic and sewer systems.
- (b) Open space ownership. The applicant must identify current and future owners of open space responsible for maintaining the area and/or facilities. The responsibility for maintaining the open space and its facilities shall be borne by the owner. If a homeowners' association is the owner:
- (1) Membership in the association shall be mandatory and automatic for all homeowners in the subdivision and their successors; and
 - (2) The association shall have lien authority to ensure the collection of dues from all members.
- (c) Open space management. The applicant shall submit an open space management plan which includes:
- (1) A statement allocating maintenance responsibilities and establishing guidelines for the upkeep of open space and its facilities.
 - (2) Cost estimates for maintenance, operation and insurance needs for the open space.
 - (3) A means by which funds will be obtained for all management expenses.
 - (4) A provision allowing the subdivision administrator to approve plan change; and
 - (5) Criteria for plan enforcement.
- (d) Legal instrument for permanent protection. Open space shall be protected in perpetuity by a binding legal document recorded with the deed. The document shall be one of the following:
- (1) Permanent conservation easement in favor of either:
 - (i) A land trust or similar conservation oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or
 - (ii) A governmental entity with an interest in pursuing goals consistent with the intentions of this section.
 - (2) Permanent restrictive covenant for conservation purposes.
 - (3) Equivalent legal tool providing permanent protection, subject to approval by the Town Attorney. The instrument shall include all restrictions contained in Section 20-2309 conservation subdivision standards and any further restrictions the applicant chooses to place on the use of the open space.
- (e) Open space density bonus. Base density is determined by the zoning district in which the subdivision is located. Conservation subdivisions proposing more than the minimum required open space may be eligible for increased densities. The following table outlines the criteria for density bonuses. Lands under conservation easement shall not be counted when determining density bonuses.
- Open Space Density Bonuses:
- | | | | | |
|--|--------------|--------------|--------------|---------------|
| <u>Percent Open Space (%)</u> | <u>25-30</u> | <u>31-40</u> | <u>41-50</u> | <u>>50</u> |
| <u>Percent Housing Density Increases (%)</u> | <u>N/A</u> | <u>10</u> | <u>15</u> | <u>20</u> |
- (f) Structure Placement. Structures should be placed as closely to internal roads as permitted. Structures may be:
- (1) Located in the side yard setback of other structures within the development required by the zoning district; and
 - (2) Placed as closely together as permitted by the North Carolina State Building Code.

MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Workshop
Tuesday, December 12, 2023**

The Town Council for the Town of Weaverville held the workshop meeting on December 12, 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, John Chase, Catherine Cordell, Michele Wood, Peter McGuire and Dee Lawrence.

Staff members present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, and Zoom Room Coordinator Lauren Ward.

1. Call to Order

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

2. Oaths of Office

Town Clerk Mercer administered the Oaths of Office to elected officials: Peter McGuire, Dee Lawrence, and John Chase as Town Council members.

3. Selection of Vice Mayor

Councilmember Jackson moved to nominate Catherine Cordell as Vice Mayor. The motion was approved unanimously with a vote of 7-0.

4. Approval of 2024 Town Council Meeting Schedule

Town Manager Coffey presented the 2024 Town Council meeting and holiday schedule. Anticipated changes from the normal meeting schedule for holidays were reviewed.

Michele Wood moved to approve the 2024 Town Council Meeting Schedule and ratification of the holiday schedule, which follows NC State's holiday schedule. The motion was approved unanimously with a vote of 7-0.

5. Rules of Procedure – Brief Review and Proposed Revisions

Attorney Jackson provided an overview of the Rules and Procedures which govern the conduct of meetings. She highlighted the proposed revisions to the organizational meeting referenced on page 10, and explained the reasons for updating the date of the organizational meeting to the first Town Council meeting in December.

Attorney Jackson reviewed special meeting procedures which must be called at least 48 hours in advance, limited to only topics on the agenda, and can be called by the mayor, vice mayor or any two council members.

Further review by Attorney Jackson included: calling of special called meetings and limitations of meeting topics during special called meetings, agenda preparation, ordinances and resolutions, motions, majority votes, 2/3 majority vote requirements, vote recusal due to conflict of interest, failure to vote is counted as a yes vote, public comment periods and procedures, recorded meetings and remote participation. Attorney Jackson noted a few minor recommended changes with regard to the rules for public comment and public hearings.

Councilmember Jackson moved to adopt the Rules of Procedure as amended to include the revisions to Rule 8 regarding the date of the organizational meetings and Appendix B concerning Rules for Public Comment and Public Hearings. The motion was approved unanimously with a vote of 7-0.

6. Code of Ethics – Review and Proposed Adoption

Attorney Jackson reviewed the Code of Ethics updates and noted that Council is required to adopt a Code of Ethics pursuant to §160A-86. Town Council has previously adopted a Code of Ethics, but Attorney Jackson recommends that the Code be updated. The proposed draft is based largely on the model that was developed by the Department of Treasury and Local Government Commission. Attorney Jackson recommends repealing the current version and adopting the Code of Ethics that was proposed.

Vice mayor Cordell requested to place the revised Code of Ethics on the December 18, 2023, consent agenda. Without objection action on this matter was continued to the Town Council regular meeting consent agenda for December 18, 2023.

7. Boards & Committees Review

- A. Land of Sky Regional Council (LOSRC)
- B. French Broad Metropolitan Planning Organization (MPO) Board
- C. Metropolitan Sewerage District of Buncombe County (MSD) Board
- D. ABC Board
- E. Board of Adjustment
- F. Planning Board
- G. Economic Development Advisory Committee
- H. Patriotic Committee
- I. Tree Board

Manager Coffey and Attorney Jackson reviewed the various boards and committees, the members who serve, and provided an overview of the purpose and purview of the boards. For example, Mayor Fitzsimons serves on the Land of Sky Regional Council and Vice mayor Cordell serves on the French Broad Metropolitan Planning Organization (MPO) Board.

Discussion included requirements such as town or county residency, regional or financial assistance, technical cooperation, and transportation and other improvements across the region were noted. Other regional infrastructure projects such as the public sewer utility and interlocal water agreements were reported.

Vice mayor Cordell stated the French Broad MPO provides transportation improvements to approximately 21,000 people served in our area, and she would be providing a 2024 report on their programs.

Mayor Fitzsimmons stated the Economic Development Advisory Committee shifted from industrial commercial businesses to entrepreneurial enterprises as the Town lacks large industrial sites.

Council member Jackson reminded Council that the Patriotic Committee observes Memorial Day, 9/11 commemoration, and Veterans Day honorees.

Manger Coffey addressed the Town's status as Tree City USA. She said the Town Council acts as the Tree Board since the Tree Board as originally constituted was disbanded in 2017. This Board will be more fully addressed in the new year and Town Council was asked if it would like to appoint a new Tree Board in order to maintain the Tree City USA designation from the Arbor Foundation. Staff was asked to develop proposed duties of the Tree Board for consideration at a future meeting.

Town Council requested that the MSD representative and the FBRMPO representative provide quarterly updates during regular Town Council meetings with a suggested start date of January 2024.

8. Homework for Strategic Planning Retreat

Manager Coffey reminded Town Council about the Strategic Planning Retreat and asked that the respective homework be submitted to her by January 1, 2024.

9. Adjournment

There being no further business and without objection Mayor Fitzsimmons declared the meeting adjourned at 7:05 p.m.

Attest:

Tamara Mercer, Town Clerk

MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, December 18, 2023**

The Town Council for the Town of Weaverville held its regular meeting on December 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: Mayor Patrick Fitzsimmons, and Councilmembers Doug Jackson, John Chase, Catherine Cordell, Michele Wood, Peter McGuire and Dee Lawrence.

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

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Mayor Fitzsimmons made an adjustment to the agenda to remove item 7 (D) LDG Meribel Project per request from the applicant.

Council member Chase motioned to approve the agenda as adjusted. The motion was approved unanimously. 7-0.

3. Conflict of Interests Statement

Mayor Fitzsimmons stated that it is the duty of the Mayor and every Town Councilmember to avoid both conflicts of interest and appearances of conflicts. No member had any known conflict of interest or appearance of conflict with respect to any matters on the agenda for tonight's Town Council meeting.

4. Consent Agenda

Town Manager Coffey reviewed the following consent agenda items.

Councilmember Jackson made a motion to approve and adopt the consent agenda items as presented. The motion was approved unanimously 7-0 as follows:

- A. November 14, 2023, Town Council Workshop Minutes – Approved as presented
- B. November 20, 2023, Town Council Regular Meeting Minutes - Approved as presented
- C. Monthly Tax Report and Request for Refunds/Releases - Approved as presented
- D. Budget Amendments – Police Department - Approved as presented
- E. Board Appointments – Board of Adjustment - Approved as presented
- F. Code Amendments – Ch. 20 –Set Public Hearing for 1/22/24 at 6pm – Public hearing set
- G. Response Letter to LGC – Audit – Water Asset Depreciation – Approved as presented
- H. Resolution Adopting the Town Council Code of Ethics – Adopted as presented

5. Town Manager's Report

Town Manager Coffey highlighted upcoming calendar dates, project updates, and provided information regarding:

- Town Council Strategic Planning Retreat January 20, 2024
- Short-term Rentals Sessions: December 5, 2023 for the first session, January 9, 2024 at 6pm in-person session for people in neighborhoods with STRs and January 17, 2024 at 6pm for a virtual Zoom session for STR owners only
- ADA accessibility improvements
- Street improvements and upgrades
- New Stock Road exit update
- 2 bridges at New Stock Road slated for replacement by NCDOT
- Public Service Announcements and Communications

6. General Public Comments

Mayor Fitzsimmons read the rules of procedure and he opened the public comment portion of the meeting. No one elected to speak, and no one online wished to address Council. No written comments were received in advance of the meeting.

7. Discussion & Action Items

A. Water Commitment Request – Northridge Farms

Public Works Director Pennell reviewed the water commitment application for the annexation at Northridge Farms Project for 227,000 gallons of water per day. He explained the layout of the water line extensions and connections and main line flows. Water capacity, the current system and future capacity projections, and the schedule of the Northridge Farms construction schedule is expected to be in June of 2026. The timeline of the Town's new expansion at the water treatment plant was noted by Mr. Pennell and he suggested a Staff and Town Council water-related workshop to discuss commitments and long-term planning.

There was a question-and-answer period regarding water capacity, system allocations for future annexation requests, anticipated and yet unknown, to which Director Pennell addressed the system's resiliency and long-term project planning for the whole system design. A comprehensive timeline is developed by the concept and civil engineers, specifically the Northridge Farms Development will use about 17% of the water usage capacity.

Manager Coffey noted that staff is working with the engineering team on the Town's water system expansion and related water matters at least twice a week addressing the plant expansion design and permitting, much of the long-term planning will be addressed at the Town Council January workshop.

Councilmember Jackson made a motion to approve the water commitment request for the Northridge Farms Project. The motion was approved unanimously. 7-0

B. Annexation Petition – Maple Trace – Update and Discussion

Mr. David King, HOA representative of the Maple Trace Subdivision, presented an update to the annexation petition request. He indicated that the HOA agreed that the storm drain testing and some of the street testing should be done, but they disagreed with the number of street tests that were recommended by Public Works Director Pennell. The street tests would mean drilling 62 test areas which the HOA board has an opinion from ESC Southeastern LLP, and it is too many core drillings. Mr. King stated the costs would be over \$20,000 as well as the \$15,000 for the storm drain tests, and he said the costs are too expensive and the testing too extensive. The HOA requested less testing of the roadways.

There was further discussion regarding core samples of asphalt base and the roadway evaluation as well as the engineering design, inspections and permitting done previously by Buncombe County. There was a question-and-answer period regarding the original developer, Windsor Built Home's blueprints, subdivision phases, roadway compaction, ground penetration radar, NCDOT standards, and the Town's roadway standards.

Director Pennell explained the Public Works Department and the engineers' assessments of Town roadways. He detailed asphalt roadway damage, testing for fill under roads and for cracks, and the reasons for core drill testing and cross-section standard testing.

A properly installed roadway should yield a 20-year lifetime if built correctly, and the Town has been getting about 25 years out of its roads. The streets in Maple Trace are 5-7 years old and signs of deterioration are already present. As the Town's engineer, Pennell needs to know why the streets are deteriorating if the Town is considering taking ownership and maintenance responsibilities for these streets. He also noted that the procedures for testing were previously required of other properties such as those in the Creekside development.

Manager Coffey cautioned Council about setting a precedent approving the Maple Trace streets into the Town's system without testing in relation to past Council decisions about accepting streets.

By a consensus of the Council, Mayor Fitzsimmons stated the subdivision HOA should work with Director Pennell and other Town staff to: (1) review the original plans and construction standards, (2) review the recommended testing sites and determine which should be performed in a phase 1 of testing. The HOA should then return to Town Council in a few months with an update of Maple Trace annexation request status including any results or reporting on the testing and on any progress made towards the HOA securing ownership of the entrance road.

C. Community Center Report

Community Center Manager/Recreation Coordinator Sarah Myers presented a Community Center report and summarized programs, facility reservation and event usage, and revenues received. Project updates were highlighted by Ms. Myers. Manager Coffey noted that with the increase in events and programming, staff will likely suggest an increase in fees to be addressed at Council's budget workshops for the next fiscal year.

D. LDG Meribel Project – Minor Modification and Fee in Lieu of Sidewalk

Removed from the agenda per the applicant's request.

E. Personnel Policy Amendments

Attorney Jackson reviewed the Personnel Policy updates noting that the amendments proposed are per Human Resources best practices. She highlighted the substantive changes and clarified the overtime, leave, payroll, education tuition, reporting for emergency personnel assisting public safety and FEMA responses. Also noted were the employee suggestion and incentive program, grievance policy, and typo corrections. There are no budget changes.

Councilmember Lawrence made a motion to approve the Personnel Policy amendments as submitted. The motion was approved unanimously. 7-0

F. Quarterly Report – Public Works & Water

Director Pennell presented and reviewed the Public Works Department quarterly report and answered questions from Town Council.

8. Adjournment

There being no further business and without objections, Mayor Fitzsimmons declared the meeting adjourned at 7:55 p.m.

ATTEST:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024
SUBJECT: Monthly Tax Report and Request for Refunds/Releases
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for December
Motor Vehicle Levy Release/Refund Reports (Nov & Dec)

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of December 2023 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that 73.32% of the Town's property taxes have been collected. This totals \$3,082,518 out of the \$4,204,342 total tax levy (real property, personal property, and business personal property).

The Motor Vehicle Levy Release/Refund information comes from the State and lags behind the property tax information prepared by the County. The numbers reflected below are from last month's report and for December 2023.

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

November 2023	Motor Vehicle Levy Release/Refund	\$77.57
December 2023	Property Tax Levy Release/Refund	\$0.76
December 2023	Motor Vehicle Levy Release/Refund	\$38.82

COUNCIL ACTION REQUESTED:

The monthly report is provided for information only.

Approval of the tax releases/refunds is requested. The following motion is suggested:

I move that Town Council approve the releases and refunds as requested.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2023-2024**

Tax Year 2023

Summary for YTD December 2023:

Original Billed Amts	\$	4,196,765
Abs Adj (Adjustments by Assessor)	\$	(2,949)
Bill Releases	\$	(51)
Discovery Levy	\$	8,428
Additional Levy	\$	2,149
Net Levy	\$	4,204,342
Total Current Year Collections	\$	3,082,518
% Collected		73.32%
Total Left to be Collected:	\$	1,121,824
Prior Years Tax Paid	\$	-
Prior Years Interest Paid	\$	1,605

Report Parameters:

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

Tax District: **WEAVERVILLE**

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

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

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

Fiscal Year Activity from July 1, 20XX to December 31, 2023								Activity from December 1, 2023 to December 31, 2023			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levv (\$)	Collection Fee Amt (\$)	% Coll.	% Uncoll.			Assessor Refunds (\$)	Additional Levv (\$)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest											
2023	0.00	0.00	0.00	0.00	0.00	1,239.92	0.00	0.00	0.00	0.00	0.00
		0.00	1,239.92	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,837.15	0.00	0.00	0.00	0.00	0.00
		0.00	4,837.15	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,043.01	0.00	0.00	0.00	0.00	0.00
		0.00	5,043.01	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	11,889.21	0.00	0.00	0.00	0.00	0.00
		0.00	11,889.21	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	5,056.63	0.00	0.00	0.00	0.00	0.00
		0.00	5,056.63	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00
		0.00	64.92	0.00	0.00	NA	NA			0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00

		0.00	100.08	0.00	0.00	NA	NA			0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	10.54	0.00	0.00	0.00	0.00	0.00
		0.00	10.54	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00
		0.00	1,020.36	0.00	0.00	NA	NA			0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00
		0.00	730.74	0.00	0.00	NA	NA			0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00
		0.00	12.59	0.00	0.00	NA	NA			0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	30,360.73	0.00	0.00	0.00	0.00	0.00
		0.00	30,360.73	0.00	0.00	NA	NA			0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY											
2023	9,154.90	55.02	0.36	36.73	9,216.60	8,065.54	1,151.06	123.99	0.00	0.00	0.00
		0.00	8,065.54	80.35	0.00	87.51 %	12.49 %			0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,259.94	23.59	0.00	0.00	0.00	0.00
		0.00	3,259.94	0.00	0.00	99.28 %	0.72 %			0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,388.41	25.51	0.00	0.00	0.00	0.00
		0.00	4,388.41	0.00	0.00	99.42 %	0.58 %			0.00	0.00
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	7,032.49	15.10	0.00	0.00	0.00	0.00
		0.00	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
Sub.	14,243.02	603.87	2.66	10,012.98	23,961.64	22,746.38	1,215.26	123.99	0.00	0.00	0.00
		0.00	22,746.38	312.17	0.00	94.93 %	5.07 %			0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX											
2023	4,196,765.41	2,948.95	51.36	8,428.28	4,204,342.24	3,082,518.39	1,121,823.85	1,164,033.25	0.00	0.76	0.00
		0.00	3,082,518.39	2,148.86	0.00	73.32 %	26.68 %			0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,988,820.98	1,689.00	0.00	0.00	0.00	0.00
		735.06	3,989,556.04	0.00	0.00	99.96 %	0.04 %			0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,320.48	3,087.23	0.00	0.00	0.00	0.00
		726.57	3,726,047.05	2,934.84	0.00	99.92 %	0.08 %			0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,371,961.29	1,079.90	0.00	0.00	0.00	0.00
		2,156.28	3,374,117.57	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	15,396,249.14	17,244.50	3,324.18	51,151.53	15,434,642.45	14,306,962.47	1,127,679.98	1,164,033.25	0.00	0.76	0.00

		3,617.91	14,310,580.38	7,810.46	0.00	92.69 %	7.31 %			0.00	0.00
TAX DISTRICT: WEAVERVILLE		LEVY TYPE: WEAVERVILLE TAX									
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	0.00	0.00
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %			0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %			0.00	0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %			0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %			0.00	0.00
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %			0.00	0.00
2014	2,126.15	0.00	5.98	0.00	2,120.17	28.67	2,091.50	0.00	0.00	0.00	0.00
		0.00	28.67	0.00	0.00	1.35 %	98.65 %			0.00	0.00
2013	570.35	0.00	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.00	0.20 %	99.80 %			0.00	0.00
2012	752.46	0.00	111.58	0.00	640.88	204.72	436.16	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %			0.00	0.00
Sub.	56,171.30	0.00	891.45	0.00	55,279.85	46,047.33	9,232.52	0.00	0.00	0.00	0.00
		0.00	46,047.33	0.00	0.00	83.30 %	16.70 %			0.00	0.00
Total	15,466,663.46	17,848.37	4,218.29	61,164.51	15,513,883.94	14,406,116.91	1,138,127.76	1,164,157.24	0.00	0.76	0.00
		3,617.91	14,409,734.82	8,122.63	0.00	92.66 %	7.34 %			0.00	0.00

Signature (Tax Collector) _____

RMV PENDING REFUND REPORT FY24

Nov-23

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$4,437.92)
CAS	CITY	(\$2,058.41)
CBF	CITY	(\$31.84)
CBM	CITY	(\$13.69)
CWO	CITY	(\$104.27)
CWV	CITY	(\$77.57)
FBA	FIRE	(\$26.87)
FEC	FIRE	(\$106.85)
FFA	FIRE	(\$86.57)
FFB	FIRE	(\$12.10)
FLE	FIRE	(\$19.61)
FRC	FIRE	(\$60.89)
FSK	FIRE	(\$82.43)
FSW	FIRE	(\$1.42)
FUH	FIRE	(\$1.08)
FWB	FIRE	(\$56.31)
FWO	FIRE	(\$12.13)
SAS	SPECIAL	(\$157.85)
Total		(\$7,347.81)

Dec-23

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$5,317.67)
CAS	CITY	(\$1,272.85)
CBF	CITY	(\$222.23)
CBM	CITY	(\$18.92)
CMT	CITY	(\$27.91)
CWO	CITY	(\$57.39)
CWV	CITY	(\$38.82)
FEB	FIRE	(\$9.80)
FEC	FIRE	(\$21.03)
FFA	FIRE	(\$279.45)
FFB	FIRE	(\$76.18)
FJU	FIRE	(\$21.96)
FLE	FIRE	(\$94.84)
FNB	FIRE	(\$1.30)
FRC	FIRE	(\$224.55)
FRI	FIRE	(\$1.47)
FSK	FIRE	(\$154.58)
FSW	FIRE	(\$6.04)
FUH	FIRE	(\$18.53)
FWB	FIRE	(\$18.09)
FWO	FIRE	(\$18.41)
SAS	SPECIAL	(\$173.83)
Total		(\$8,075.85)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

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

Description:

The Community Center fundraising program kicked off in February 2021, in order to raise money from the community to help complete the project. During August – December 2023 the Town collected an additional **\$1,288.06** in donations. The total collected to date now stands at \$46,299.26. These latest funds are being assigned to Fixtures & Equipment for the Recreation Complex phase of the project.

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

Action Requested:

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

Budget Amendment FY 2023-2024

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
070-300-000-19003	Fixtures & Equipment	\$1,288.06

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

Account	Account Description	Transfer Amount
070-000-300-60020	Community Center - Contributions	\$1,288.06

Justification: Please provide a brief justification for this budget amendment. *To record donations received from the public in Aug-Dec 2023 for the Community Center.*

Authorized by Finance Officer

Date

Authorized by Town Manager

Date

Authorized by Town Council (if applicable)

Date

Budget Ordinance Section 7:

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

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

The Town collected an additional **\$779.50** in Cops for Kids donations during December 2023, bringing the fiscal year-to-date total to **\$10,374.87**.

Two of the Town's police vehicles (2014 Dodge Charger and 2016 Dodge Charger) were recently retired and sold on GovDeals with net proceeds of **\$12,700**. The Police Chief has requested that these funds be used by the police department to purchase replacement radios that are beyond their service life.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2023-2024 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2023-2024

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26608	Cops for Kids (Expenditure)	\$779.50
010-430-431-50100	Police - Small Equipment	\$12,700.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09028	Cops for Kids (Revenue)	\$779.50
010-004-300-09050	Sale of Property	\$12,700.00

Justification: Please provide a brief justification for this budget amendment. *Cops for Kids donations received December 2023; Reclass GovDeal proceeds from sale of two vehicles in Police Department.*

Authorized by Finance Officer

Date

Authorized by Town Manager

Date

Authorized by Town Council (if applicable)

Date

Budget Ordinance Section 7:

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024

SUBJECT: Waterline Acceptance and Authorization for Staff Level Approval – Greenwood Park Phase 3

PRESENTER: Public Works Director

ATTACHMENTS: Approved Easement Plat

DESCRIPTION/SUMMARY OF REQUEST:

Greenwood Park LLC continues its development in the Reems Creek Village area, including Greenwood Park Phase 3. The waterlines within Greenwood Park Phase 3 have now been completed and the Town has been asked to accept the lines into the Town's public water system. A water easement plat is attached showing the lines and the easement area.

The Public Works Director is requesting that Town Council accept the waterline extension and related improvements into the Town's water system subject to staff level approval by the Public Works Director, Town Manager and Town Attorney. The Public Works Director also urges Town Council to set a waterline repair guaranty at \$10,000.00 to cover any defects that might be discovered within three years of our acceptance. Upon approval the Town Attorney will be working with the owner to get the necessary easement documents in place.

ACTION REQUESTED:

Council action to (1) accept the waterline extension and related improvements into the Town's water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and (2) set the repair guaranty amount at \$10,000.00. The following is suggested as a motion:

I move that we accept the waterline extension and related improvements for Greenwood Park Phase 3 into the Town's water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and to set the repair guaranty amount at \$10,000.00.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024
SUBJECT: Dry Ridge Historical Museum Lease Agreement
PRESENTER: Town Attorney
ATTACHMENTS: Current Lease Agreement

DESCRIPTION/SUMMARY OF REQUEST:

The Dry Ridge Historical Museum has leased space within the Community Center since it opened in 2021. The current lease agreement is attached. The lease term is 3 years and is due to expire September 1, 2024, but there is an automatic renewal provision that would renew the lease for up to two additional 1-year terms .

The Town Manager and Town Attorney would like an opportunity to renegotiate some of the terms of the lease and would recommend against the automatic renewal of the lease agreement. To avoid the automatic renewal, notice of the termination of the existing lease and intent to renegotiate the lease will need to be provided prior to March 1, 2024.

Any lease agreement that is renegotiated would be brought back to Town Council for review and approval in advance of September 1, 2024.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the termination of the lease with the Dry Ridge Historical Museum at the end of the original term (September 1, 2024) and authorize the Town Manager and Town Attorney to renegotiate for lease terms that they deem in the best interest of the Town. A proposed motion is as follows:

I move that the Town issue notice that the lease agreement with the Dry Ridge Historical Museum, Inc, will be terminated at the end of the original term, and authorize the Town Manager and Town Attorney to negotiate a new lease agreement with the Dry Ridge Museum representatives and bring back a proposed new lease agreement prior to September 1, 2024.

STATE OF NORTH CAROLINA

AMENDED LEASE AGREEMENT

COUNTY OF BUNCOMBE

THIS LEASE AGREEMENT is made on this the 27th day of September, 2021, between the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation having an address of PO Box 338, Weaverville, NC, 28787 (herein called the "Town"), and **THE DRY RIDGE HISTORICAL MUSEUM, INC.**, a North Carolina non-profit corporation having an address of PO Box 413, Weaverville, NC, 28787 (herein called the "Museum").

The Museum hereby offers to lease from the Town the premises as defined herein and the Town hereby agrees to such lease upon the following **TERMS AND CONDITIONS**:

1. **Premises.** The premises that is the subject of this lease agreement is collectively defined as the exclusive use and occupancy of the designated museum space ("museum space") within the Weaverville Community Center located at 60 Lakeshore Drive, Weaverville, NC, 28787, and the non-exclusive use of the restrooms and corridors within the Weaverville Community Center and outside areas designated by the Town for historical markers ("shared spaces").
2. **Term.** The initial term of the lease is for three years beginning on the 1st day of September, 2021, and is subject to the terms of this agreement.
3. **Option to Renew.** This lease is automatically renewable for up to two additional one-year terms unless either party gives a minimum 6-month written notice of termination of the lease, and such renewals shall be considered subsequent terms under this lease. Additional or modified terms may apply to subsequent terms as provided herein. Any amendments to the lease provisions for the additional terms shall be documented in writing and signed by both parties.
4. **Rent.** In consideration of the public purposes involved in the use of the premises by the Museum as defined herein, the rent shall be \$ -0- per month during the initial term of the lease. The Town reserves the right to fix a reasonable monthly rental amount for subsequent terms.
5. **Alterations, Fixtures and Improvements.** The Museum shall not, without the written consent of the Town, install any statues, markers, monuments, or landscaping, or otherwise make any improvements to the outside areas surrounding the Community Center.

Except as provided herein, the Museum shall not, without the written consent of the Town, make any alterations, additions, or improvements, in, to or about the premises, or affix any items to the walls, floor, or ceiling within or on the premises. Subject to the repair provisions set out in Section 9(b), the Museum is expressly allowed to attach or secure the following to the walls, but not the ceilings or floors, of the museum space:

- a. Dividers and displays in order to provide for the safety of Museum staff and volunteers and the general public;

- b. Shelving and cases as necessary for the display of Museum items, collections, and artifacts;
 - c. Sections of beadboard, barnwood, shiplap, and/or vintage wallpaper as deemed necessary by the Museum in order to enhance the educational value of the displays;
 - d. Photographs, historical documents, and other educational material for display purposes; and
 - e. Shelving, cases, and other storage racks for safe storage of the Museum's archives and collections.
- 6. **Equipment, Furniture and Supplies.** The Museum is solely responsible for providing all necessary equipment and furniture for operation of the museum within the museum space portion of the premises.
- 7. **Use.**
 - a. The Museum will be allowed to use and occupy the museum space for museum, genealogical, archival, and educational purposes and shall generally be open to the public. The premises shall be used for no other purpose without the written authorization of the Town. The Museum is solely responsible for supervision and security of the designated museum space.
 - b. The Museum will be allowed to use and occupy the shared spaces to the extent necessary to provide access to restrooms and to provide reasonable access to display cases within the corridors containing museum items and artifacts.
 - c. The normal operating hours of the Museum, where the Museum is accessible to the general public, shall be Wednesday through Saturday from 11 a.m. to 5 p.m. during the months of April through November and Thursday through Saturday from 11 a.m. to 5 p.m. during the months of December through March. The Museum can also be open at other times by appointment and for educational programming as a part of its normal activities. These times can be modified by the Museum upon consent of the Town Manager, which consent shall not be unreasonably withheld.
 - d. Upon one week's prior written notice and with the consent of the Town Manager, or their designee, the Museum may hold meetings and other functions on the premises outside their normal activities and normal times of operation. The Town Manager's consent shall not be unreasonably withheld.
 - e. The Lessee must incorporate all relevant public health directives and federal, state, or local emergency directives or orders into its operational planning.
- 8. **Care and Maintenance of Premises.**
 - a. The Museum acknowledges that the premises are in good order and repair. The Museum shall, at its own expense and at all times, maintain the premises in good and safe condition and shall surrender the same, at the termination hereof, in as good condition as received, except for normal wear and tear.

- b. The Museum must follow all rules and regulations established by the Town for the Community Center concerning the safety, security, and general use and upkeep of the facility and its grounds.
 - c. The Museum must keep all equipment and furniture in safe working order. Items within the museum's collection do not have to be in working order, but must be made safe prior to display or storage within the premises.
 - d. The Museum must keep the premises orderly and clean. The Town agrees to provide routine cleaning services for the shared spaces including the restrooms.
 - e. The Museum is responsible for taking all trash and recyclables from the museum space to the designated trash and recycling carts on at least a weekly basis. The Town is responsible for providing adequate trash and recycling receptacles for the premises and for placing trash and recyclables from the shared spaces into the appropriate trash and recycling carts.
 - f. The Museum will be responsible for adhering to the Town's security plan for the Community Center. Museum shall immediately notify the Town of any breach of security or breach of security protocol.
 - g. Approval from the Town Manager must be received before any items are affixed to the walls or doors within the museum space. No items may be affixed to the walls or doors within the shared space. It is preferred that posters, announcements, artwork, etc. be mounted on a centralized bulletin board that can be moved when needed.
 - h. The Lessee must incorporate all relevant public health directives and federal, state, or local emergency directives or orders into its cleaning and maintenance planning.
9. **Repairs.**
- a. The Town shall provide all maintenance and repairs to the Community Center facility, including the roof, structural foundation, electrical, plumbing, and the HVAC system. The Museum shall be financially responsible for all repairs to the premises made necessary due to the Museum's use of the premises, normal wear and tear excepted. The Museum must immediately notify the Town Manager of any repair or maintenance needed within or on the premises.
 - b. The Museum shall be responsible for returning the museum space to its original condition, normal wear and tear excepted, at the end of the lease term or upon earlier termination as provided in this agreement. This includes, but is not limited to, the repair of any and all damage to the walls due to the removal of items affixed or attached to or hung on the walls as allowed by Section 5.
10. **Ordinances and Statutes.** The Museum shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the premises affecting the use thereof by the Museum.

11. **Assignment and Subletting.** The Museum shall not assign this lease or sublet any portion of the premises without prior consent of the Town. Any such assignment or subletting without consent shall be void and, at the option of the Town, shall terminate this lease.
12. **Utilities.** For the initial term of this lease the Town shall pay for all utilities, including electricity, water and sewer, and internet, related to the premises, including the museum space. Town reserves the right to reasonably charge the Museum for utilities for subsequent terms with an amount to be negotiated.
13. **Entry and Inspection.** The Museum shall permit Town or Town's agents to enter upon the premises at reasonable times and upon reasonable notice, for the purpose of inspecting and/or performing routine or as-needed maintenance on the premises.
14. **Indemnification.** The Town shall not be liable for any damage or injury to the Museum, or any other person, or to any property, occurring on the premises or any part thereof, and the Museum agrees to hold the Town harmless from any claims for damages, except for the Town's own negligence. The Museum, its officers and employees shall, through the signing of this document by an authorized party or agent, indemnify, hold harmless, and defend the Town, and its officials, agents, and employees from all suits and actions, including attorney's fees and all cost of litigations and judgment of every name and description brought against the Town as a result of loss, damage or injury to person or property resulting from the Museum's use and occupancy of the premises.
15. **Insurance.**
 - a. **General Liability.** The Museum, at its expense, shall maintain public liability insurance which shall name the Town of Weaverville as an additional insured party on the policy. This coverage must be carried through an A-rated company recognized in the State of North Carolina, and must have a combined single limit for bodily injury and property damage of not less than \$1,000,000; insuring the Town against all claims, demands, and causes of action whatever for injuries received, or damage to property in connection with the use, occupancy, management, and control of the premises while in the use by the Museum. The Museum shall provide the Town with a Certificate of Insurance as evidence of liability insurance and agrees to notify the Town of any modification, cancellation or other changes in liability insurance. The Certificate of Insurance shall provide for at least a ten-day written notice to the Town in the event of cancellation or material change of coverage. To the maximum extent permitted by insurance policies owned by the Museum, the Museum waives any and all rights of subrogation which might otherwise exist.
 - b. **Property Loss/Damage.** The Town, at its expense, agrees to maintain property loss coverage on the building and on personal property of the Town contained therein to the extent of its full insurable value.

- c. **Personal Property Loss/Damage.** The Museum, at its expense, shall maintain insurance in such amounts as are deemed advisable by the Museum to adequately cover the loss of personal property located on the premises, including but not limited to items contained in the museum collection.
- 16. **Eminent Domain.** If the premises or any part thereof, or any other part of the building materially affecting the Museum's use of the premises, shall be taken by eminent domain, this lease shall terminate on the date when title vests pursuant to such taking. The rent, and any additional rent, shall be apportioned as of the termination date, and any rent paid for any period beyond that date shall be repaid to the Museum. The Museum shall not be entitled to any part of the award for such taking or any payment in lieu thereof.
- 17. **Option to Terminate by Museum.** The Museum shall have the option to terminate this lease, with or without cause, upon providing the Town with a 90-day written notice.
- 18. **Option to Terminate by Town.** The Town shall have the option to terminate this lease as follows:
 - a. Should the Museum be in default of any provision of this lease agreement, the Town shall have all remedies under the provisions of Paragraph 19 below.
 - b. Should the Museum lose its non-profit, 501(c)(3) status, the Town shall have the right to terminate this lease for cause upon 90 days advance written notice.
 - c. Should the Museum cease operating as a museum on the premises for more than 45 days, then the Museum shall be deemed to have abandoned this lease and the Town shall have the right to terminate for cause upon 90 days advance written notice. For the purposes of this section, the failure to be open to the general public without substantial justification shall be deemed a cessation of operations. Substantial justification to be temporarily closed to the public includes, but is not limited to, active reorganization of museum displays.
 - d. Should the Museum not be able to operate for enough hours to provide the general public with sufficient access to the museum, then the Town shall have the right to terminate for cause upon 90-days advance written notice. For the purposes of this provision, operating hours of 24 or more per week during the months of April through November and operating hours of 18 or more per week during the months of December through March, shall be deemed sufficient access for the general public.
 - e. Should the Town determine that the Museum's operations are an unanticipated unreasonable interference with the operations within the main areas of the Community Center, then the Town shall have the right to terminate for cause upon 90-days advance written notice; provided however, the Town shall be obligated to reimburse the Museum for the following: (1) cost to upfit of the museum space, and (2) cost of the equipment and furniture purchased solely for the museum space.

19. **Town's Remedies on Default.** If Museum defaults in the payment of rent or utilities, or defaults in the performance of any of the other covenants or conditions hereof, Town may give Museum notice of such default and if Museum does not cure any such default within thirty (30) days after giving such notice (or if such other default is of such nature that it cannot be completely cured within such period, if Museum does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Town may terminate this lease on not less than thirty (30) days' notice to Museum. On the date specified in such notice the term of this lease shall terminate, and Museum shall then quit and surrender the premises to the Town, but the Museum shall remain liable as hereinafter provided. If the lease shall have been so terminated by Town, Town may at any time thereafter resume possession of the premises by any lawful means and remove Museum or other occupants and their effects. No failure to enforce any term shall be deemed a waiver.
20. **Security Deposit.** Town hereby waives the requirement of a security deposit during the initial term, but reserves the right to require one during any subsequent term of this lease. Should one be required the security deposit shall be held as security of the performance of Museum's obligations under this lease, including without limitation, the surrender of possession of the premises to Town as herein provided.
21. **Attorney's Fees.** If a suit should be brought for recovery of the premises or for any sum due hereunder, or because of any act which may arise out of the possession of the premises, by either party, the prevailing party shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.
22. **Waiver.** No failure of Town to enforce any term hereof shall be deemed to be a waiver.
23. **Notice.** Any notice required under this agreement should be sent via first class mail and a copy emailed as follows:
- a. To the Town:
Weaverville Town Manager
PO Box 338
Weaverville, NC 28787
scoffey@weavervillenc.org
 - b. To the Museum:
Dry Ridge Historical Museum Board Chairman
PO Box 413
Weaverville, NC 28787
dryridgemuseum@gmail.com

24. **Entire Agreement.** The foregoing constitutes the entire agreement between the parties and may be modified only in writing signed by both parties.

TOWN:


TOWN OF WEAVERVILLE

BY: 
Patrick Fitzsimmons, Mayor

DATE: 9/27/2021

MUSEUM:

THE DRY RIDGE HISTORICAL MUSEUM, INC.

BY: 
Jan H. Lawrence, President/Board Chairman

DATE: 9/27/2021

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: NCLM Cybersecurity Services Grant
Presenter: Town Manager
Attachments: NCLM Resolution and NCLM Memorandum of Agreement

Description/ Summary of Request:

Utilizing grant funds under the American Rescue Plan, the League of Municipalities is providing Cybersecurity IT Services including technical assistance to local municipalities. The League's Cyber Security Advisor will conduct a comprehensive assessment of Weaverville's overall cyber security posture ("Security Assessment") and provide recommendations and additional funding towards cyber readiness to lessen the likelihood of an IT security breach.

Action Requested:

Town Manager recommends approval of attached Resolution and MOA with the NC League of Municipalities.

**RESOLUTION TO APPROVE A MUNICIPAL ACCOUNTING SERVICES,
CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF
AGREEMENT**

WITNESSETH:

WHEREAS, the North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the NC League of Municipalities (League) grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (ARP); and

WHEREAS, the League received two Award Agreements (OSBM-NCLM-65) from the Office of State Budget and Management (OSBM) and the North Carolina Pandemic Recovery Office (NCPRO); and

WHEREAS, the first Award Agreement is identified as OSBM-NCLM-65. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the Municipal Accounting Services and Cybersecurity Grant; and

WHEREAS, the second Award Agreement is identified as OSBM-NCLM-66. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the Guidance and Technical Assistance Grant; and

WHEREAS, the Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “League Grants”.

WHEREAS, the League Grants are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services; and

WHEREAS, pursuant to US Treasury Guidance, units of local government that receive services that are funded by one or both of the League Grants are beneficiaries of one or both of the League Grants, respectively, and such services are provided at no cost to these local governments; and

WHEREAS, the League has established a Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement pursuant to the terms of the League’s Municipal Accounting Systems and Cybersecurity Grant and the Guidance and Technical Assistance Grant; and

WHEREAS, this Municipal Accounting System, Cybersecurity and Technical Assistance Memorandum of Agreement will offer local municipalities:

(1) Services rendered by the League (League Services) including but not limited to capital expenditures for special purpose software and computer equipment as set forth in §2 C.F.R. 200.439; and

(2) Services rendered by one or more service providers (Contractor Services), retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459; and

(3) Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453; and

WHEREAS, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement, is attached hereto as Exhibit A; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY/TOWN COUNCIL/BOARD OF THE TOWN OF WEAVERVILLE:

1. That, the Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement is hereby approved.
2. That the Manager/Clerk is authorized to execute the attached Memorandum of Agreement (or one substantially equivalent thereto) and such other agreements and actions as necessary in accordance with the League's Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant.

Adopted, this the _____ day of _____, 2024

TOWN/CITY OF WEAVERVILLE:

By: _____

(Name)

Mayor

ATTEST:

(Name)

Town Clerk

Exhibit A
**MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND
TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT (MOA).**

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Weaverville (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the “Approved Budget”. The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

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

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF WEAVERVILLE**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

City/Town/Village Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

2. IT Evaluation

Prior to the installation of accounting software, including Black Mountain software, the League's IT technicians ("Technical Team") will review and evaluate the IT System's environment ("IT Evaluation") of the Municipality to verify the system is adequate to operate the software. The Technical Team will review the computer system for minimum security controls such as password protection, firewall installation and operation, and up to date antivirus programs. The Technical Team will act as a liaison to assist with communications between the software Contractor, which may include Black Mountain Software, and the Municipality. The Technical Team will make appropriate hardware and software recommendations if any deficiencies are found during the IT Evaluation.

3. Hardware and Software Acquisition

In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

In the event specific security hardware or software gaps are found during the Security Assessment, the League, utilizing funds from the Cybersecurity Grant, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Baseline Requirements" as determined by the Security Assessment. As determined by the League's Cyber Advisor, security hardware may be provided under this Agreement, which may include the following: ("NGFW") Next Generation Firewall, Layer 3 Network Switch. Security software may be provided under this agreement, which may include the following: Endpoint Detection & Response ("EDR"), Endpoint

Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

4. Hardware and Software Installation

Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

MUNICIPAL ACCOUNTING SERVICES, CYBERSECURITY AND TECHNICAL ASSISTANCE MEMORANDUM OF AGREEMENT

This Municipal Accounting Services, Cybersecurity and Technical Assistance Memorandum of Agreement (hereinafter the “Agreement”) is entered into as of the Effective Date set out below, by and between the Town of Weaverville (hereinafter the “Municipality”) and the NC League of Municipalities (hereinafter the League), each additionally referred to as a “Party”; and collectively as the “Parties.” This Agreement and the obligations hereunder shall be effective upon execution of this Agreement by all Parties (“Effective Date”).

For good and valuable consideration, the adequacy of which is hereby acknowledged, the Parties agree as follows:

Article I. Overview.

1. Enabling Law and Regulation.

The North Carolina State Budget Act of 2021 (SL 2021-180, as amended by SL 2021-189, and SL 2022-6) provided to the League grant funds provided to the State of North Carolina by the U.S. Treasury pursuant the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319, American Rescue Plan Act of 2021 (hereinafter ARP/CSLFRF). Pursuant to this legislation, the League received two Award Agreements from the Office of State Budget and Management (hereinafter OSBM) and the North Carolina Pandemic Recovery Office (hereinafter NCPRO).

The funds are deemed part of US Treasury Expenditure Category: 6, Revenue Replacement and shall only be spent on governmental services.

2. Grants Awarded to the NC League of Municipalities.

The first Award Agreement is identified as **OSBM-NCLM-65**. This grant enables the League to provide “financial software and assistance programs for units of local government for expenses related to the COVID-19 pandemic...” This grant is referred to as the **Municipal Accounting Services and Cybersecurity Grant**.

The second Award Agreement is identified as **OSBM-NCLM-66**. This grant enables the League “to provide guidance and technical assistance to units of local government in the administration of funds from the Local Fiscal Recovery Fund, as established in Section 2.6 of S.L. 2021-25, and in the administration of projects funded through the State Fiscal Recovery Fund, as established in Section 2.2 of S.L. 2021-25.” This grant is referred to as the **Guidance and Technical Assistance Grant**.

The Municipal Accounting Services and Cybersecurity Grant and the Guidance and Technical Assistance Grant are collectively referred to herein as the “**League Grants**”.

One or both of the League Grants fund this Agreement.

3. Status of the Parties.

The undersigned Municipality is a beneficiary of the League Grants. The service providers retained by the League and funded by the League Grants for the benefit of the Municipality are contractors (“Contractors”).

4. Services Offered.

Pursuant to this Agreement, the League hereby offers the following to the Municipality:

- Services rendered by the League (“League Services”). See Exhibit A.
- Services rendered by one or more service providers (“Contractor Services”) retained by the League on behalf of the Municipality, who are members of a particular profession or possess a special skill as set forth in §2 C.F.R. 200.459. See Exhibit B, as applicable (and subsequent Exhibits, as applicable).
- Equipment, including information technology systems, and supplies, including computing devices, as set forth in §2 C.F.R. 200.439 and §2 C.F.R. 200.453. The League shall fund League Services and Contractor Services pursuant to this Agreement.

The League shall fund League Services and Contractor Services pursuant to this Agreement. The Municipality accepts the League Grant(s) pursuant to this Agreement.

5. Additional Services.

Additional Services (hereinafter “Additional Services”) may be offered to the Municipality by the League during the League’s Grant period pursuant to this Agreement. The Municipality’s official, who is designated in the Municipality’s adopting Resolution, may execute further agreements, modifications of this Agreement, and agree to Additional Services to be provided to the Municipality. These Additional Services shall be described in additional Exhibits to this Agreement (Exhibit C, D, E, etc.) that, when executed by the Parties, shall become part of this Agreement.

6. Term of Agreement.

This Agreement shall begin on the Effective Date of this agreement and shall end when terminated at the discretion either party. All expenditures by the League under this Agreement must be obligated on or before December 31, 2024, and expended on or before December 31, 2026. Unless otherwise terminated, this Agreement shall expire on December, 31, 2026. Agreements executed by the Municipality and the Contractor, as may be reflected in Exhibit B, (and subsequent Exhibits attached hereto, as applicable) will survive termination of this Agreement, unless terminated early by the Municipality and the Contractor.

7. Termination of Agreement.

The League may terminate this Agreement, in whole or in part, at any time upon written notice to the Municipality and the Contractor. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the League to be paid. If the Contractor has any property

in its possession belonging to the League, the Contractor will account for the same, and dispose of it in the manner the League directs.

8. Duties of the Municipality.

The Municipality will utilize League Services and Contractor Services in accordance with this Agreement. It agrees to submit quarterly performance reports for the League Services and Contractor Services received pursuant to this Agreement and to cooperate with the League in appropriate review of these League Services and Contractor Services. The nature and scope of the reports will depend on the project. Any deficiencies or other performance concerns will be addressed with the Municipality and the Contractor.

The Municipality shall obtain and provide to the League a unique entity identifier assigned by the System for Award Management (SAM), which is accessible at www.sam.gov.

The Municipality shall provide the League with all relevant information requested by the League to enable the League to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (31 U.S.C. 6101 note) or other federal or state requirements or audits, unless such information is otherwise confidential under applicable federal or state laws.

Article II. Scope of Funded Activities.

1. Scope of Services

Services provided pursuant to this Agreement are set forth in the Exhibit A & B attached hereto (and subsequent Exhibits as applicable).

2. Approved Budget.

The League, in consultation with the Municipality and the Contractor, shall establish applicable rates and fees to align with the scope of services described in Exhibit B (and subsequent Exhibits as applicable) or amendments thereto as approved in writing by the League. Such charges and rates under this Agreement, once finalized and accepted by the League, are hereinafter referred to as the “Approved Budget”. The League shall furnish the Municipality with a copy of the Approved Budget, which will include a detailed summary of charges and rates that the League will be obligated to expend for the benefit of the Municipality using applicable grant funding.

3. Prior Approval for Changes.

The Municipality shall not make any changes, directly or indirectly, to the Contractor Services, or the Approved Budget, without the prior written approval of the League.

4. Allowable Costs for Services Rendered.

All services provided pursuant to this Agreement must fall within the definitions of allowable cost and not be otherwise prohibited under State or Federal law.

Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards, commonly called Uniform Guidance, Subpart E, defines those items of cost that are allowable, and which are unallowable. These allowable cost requirements are:

1. The costs must be reasonable;
2. The costs must be allocable to eligible projects under the Coronavirus State and Local Fiscal Recovery Funds of H.R. 1319 American Rescue Plan Act of 2021 (ARP);
3. The costs must be given consistent treatment through application of those generally accepted accounting principles appropriate to the circumstances;
4. The costs must conform to any limitations or exclusions set forth in these principles or in the ARP/CSLFRF grant award as to types or amounts of cost items.

5. Prohibited Uses of Funding.

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

1. To make a deposit into a pension fund that constitutes an extraordinary payment of an accrued, unfunded liability (Routine contributions which are part of a payroll obligation for an eligible project are allowed);
2. To borrow money or make debt service payments;
3. To replenish rainy day funds or to fund other financial reserves;
4. To satisfy an obligation arising from a settlement agreement, judgment, consent decree, or judicially confirmed debt restricting in a judicial, administrative, or regulatory proceeding;
5. For a project that includes a term or condition that undermines efforts to stop the spread of COVID-19 or discourages compliance with recommendations and guidelines in CDC guidance for stopping the spread of COVID-19;
6. In violation of the conflict-of-interest requirements imposed by the award terms and 2 CFR 200.318(c).
7. For any expenditure that would violate other applicable federal, state, and local laws and regulations.

Article III. Compensation.

1. Payment of Funds.

The League will pay the Contractor identified in Exhibit B (and other Contractors/Consultants identified in subsequent Exhibits as applicable) for services rendered in accordance with the Approved Budget and for the performance of the Contractor Services. No Contractor Services shall be funded by the League outside the parameters of the League Grants. Fees and costs must be supported by evidence of bona fide services rendered.

The Municipality has no obligation to pay for any services identified in the Approved Budget that are the League's responsibility. Services not expressly agreed to by the League shall be the responsibility of the Municipality.

2. Invoices.

Email invoices to Accountspayablearp@nclm.org. Expenses must be reasonable and necessary, documented, itemized, and incurred in accordance with this Agreement. All League expenditures under this Agreement must be obligated on or before December 31, 2024 and expended on or before December 31, 2026.

Article IV. Compliance with Grant Agreement and Applicable Laws.

1. Expenditure Authority.

This Agreement is subject to the laws, regulations, and guidance documents authorizing and implementing the ARP/CSLFRF grant, including, but not limited to, the following:

- Authorizing Statute. Section 603 of the Social Security Act (42 U.S.C. 803), as added by section 9901(a) of the American Rescue Plan Act of 2021 (Pub. L. No. 117-2).
- Implementing Regulations. Subpart A of 31 CFR Part 35 (Coronavirus State and Local Fiscal Recovery Funds), as adopted in the Coronavirus State and Local Fiscal Recovery Funds interim final rule (86 FR 26786, applicable May 17, 2021 through March 31, 2022) and final rule (87 FR 4338, applicable January 27, 2022 through the end of the ARP/CSLFRF award term), and other subsequent regulations implementing Section 603 of the Social Security Act (42 U.S.C. 803).
- Guidance Documents. Applicable guidance documents issued from time-to-time by the US Department of Treasury, including the currently applicable version of the Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds.

This Agreement is also subject to all applicable laws of the State of North Carolina.

2. Conflicts of Interest; Gifts & Favors.

The Municipality understands that (1) it will use Fiscal Recovery Funds to pay for the cost of this Agreement, and (2) the expenditure of Fiscal Recovery Funds is governed by the League's Conflict of Interest Policy and the Federal and State regulatory requirements (including, without limitation, N.C. Gen. Stat. § 14- 234(a)(1) and N.C. Gen. Stat. § 14-234.3(a)).

The Municipality certifies that, as of the date hereof, to the best of its knowledge after reasonable inquiry, no employee, officer, or agent of the Municipality involved in the selection, award, or administration of this Agreement (each, a "Covered Individual"), nor any member of a Covered Individual's immediate family, nor a Covered Individual's partner, nor an organization which employs or is about to employ a Covered Individual, has a financial or other interest in or has received a tangible personal benefit from Fiscal Recovery Funds, except as to the funds legally expended in this Agreement. Should the Municipality obtain knowledge of any such interest, or any tangible personal benefit described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

The Municipality certifies to the League that it has not provided, nor offered to provide, any gratuities, favors, or anything of value to an officer, employee, or agent of the League. Should the Municipality obtain knowledge of the provision, or offer of a provision, of any gratuity, favor, or anything of value to an officer, employee, or agent described in the preceding sentence after the date hereof, the Municipality shall promptly disclose the same to the League in writing.

3. Records Retention and Access.

The Municipality shall maintain all records, books, papers and other documents related to its performance of Approved Activities under this Agreement (including without limitation personnel, property, financial and medical records) through at least December 31, 2031, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit, or other inquiry involving this Agreement. The Municipality shall make all records, books, papers and other documents that relate to this Agreement, unless otherwise privileged, available at all reasonable times for inspection, review or audit by the authorized representatives of the League, the North Carolina State Auditor, the US Department of Treasury, the US Government Accountability Office, and any other authorized state or federal oversight office.

4. Suspension and Debarment.

The Municipality shall comply with the Office of Management and Budget (OMB) Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement) in 2 CFR Part 180, as adopted by the U.S. Department of Treasury at 31 CFR Part 19. The Municipality represents that neither it, nor any of its principals has been debarred, suspended, or otherwise determined ineligible to participate in federal assistance awards or contracts. The Municipality further agrees that it will notify the League immediately if it, or any of its principals, is placed on the list of parties excluded from federal procurement or nonprocurement programs available at www.sam.gov.

5. Byrd Anti-Lobbying Amendment.

The Municipality certifies to the League that it has not used and will not use Federally appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. The Municipality shall disclose any lobbying with non-Federally appropriated funds that takes place in connection with obtaining any Federal award. This certification is a material representation of fact upon which the League has relied when entering this Agreement and all liability arising from an erroneous representation shall be borne solely by the Municipality.

6. Publications.

Any publications produced with funds from this Agreement shall display the following language: “This project is supported, in whole or in part, by federal award number SLFRP0129 awarded to NC League of Municipalities through the State of North Carolina by the U.S. Department of the Treasury.”

7. Equal Opportunity and Other Relevant Federal Laws

The Municipality agrees during the performance of this Agreement the following:

Civil Rights Laws.

The Municipality shall comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance.

Fair Housing Laws.

The Municipality shall comply with the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability.

Disability Protections.

The Municipality shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance.

Age Discrimination.

The Municipality shall comply with the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 CFR Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance.

Americans with Disabilities Act.

The Municipality shall comply with Title II of the Americans with Disabilities Act of 1990 (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

Clean Air Act.

The Municipality agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Federal Water Pollution Control Act.

The Municipality agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The Municipality agrees to report each violation to Unit and understands and agrees that Unit will, in turn, report each violation as required to assure notification to the U.S. Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

Hatch Act.

The Municipality agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

Protections for Whistleblowers.

In accordance with 41 U.S.C. § 4712, the Municipality may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

Uniform Relocation Assistance and Real Property Acquisitions Act of 1970.

(42 U.S.C. §§ 4601-4655) The Municipality will implement standards for predictable real property acquisition and relocation expenses for homeowners and tenants of land acquired through eminent domain.

Governmentwide Requirements for Drug-Free Workplace.

31 C.F.R. Part 20. The Municipality will implement required statements, policies and procedures.

Increasing Seat Belt Use in the United States.

Pursuant to Executive Order 13043, 62 Fed. Reg. 19216 (Apr. 18, 1997), The Municipality encourages its employees to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company-owned, rented or personally owned vehicles.

Reducing Text Messaging While Driving.

Pursuant to Executive Order 13513, 74 Fed. Reg. 51225 (Oct. 6, 2009), The Municipality encourages its employees to adopt and enforce policies that ban text messaging while driving.

Article V. Limitations of Liability

1. Limitations of Liability.

In no event shall the League have any liability to the Municipality or any third party for damages resulting from Municipality's use of services provided through this Agreement or any separate agreement between the Municipality and the Contractor identified in Exhibit B (and other Contractors identified in subsequent Exhibits as applicable)

In no event shall the League be liable for any loss of profit or revenue, including but not limited to loss revenue caused by a cyber security breach, by the Municipality or any consequential, indirect, incidental, special, punitive, or exemplary damages incurred or suffered by the Municipality, even if the League has been advised of the possibility of such

loss or damage. Further, except for claims based on U.S. Patent or U.S. Copyright infringement or for personal injury or physical loss or damage to real or tangible personal property caused by the negligence of the League, Municipality agrees that the League's total liability for all claims of any kinds arising as a result of, or related to, this Agreement, whether based on contract, tort, (including but not limited to strict liability and negligence) warranty, or on other legal or equitable grounds, shall be limited to general money damages and shall not exceed the amounts actually received by Municipality under this Agreement.

THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES, EXCEPT FOR THE WARRANTIES SET FORTH IN THIS AGREEMENT. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, WHETHER ORAL OR WRITTEN, WITH RESPECT TO THE GOODS AND SERVICES COVERED BY OR FURNISHED PURSUANT TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES (I) OF MERCHANTABILITY, (II) OF FITNESS FOR A PRACTICAL PURPOSE, OR (III) ARISING FROM COURSE OF PERFORMANCE OR DEALING, OR FROM USAGE OF TRADE.

Article VI. General Conditions.

2. Venue and Jurisdiction.

This Agreement will be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement is the appropriate division of the North Carolina General Court of Justice in Wake County. Such actions may not be commenced in, nor removed to, federal court unless required by law.

3. Nonwaiver.

No action or failure to act by the League constitutes a waiver of any of its rights or remedies that arise out of this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach of this Agreement, except as specifically agreed in writing.

4. Limitation of Authority.

Nothing contained in this Agreement may be deemed or construed to in any way stop, limit, or impair the Municipality from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

5. Assignment.

The Municipality may not assign or delegate any of their rights or duties that arise out of this Agreement without the League's written consent.

6. Integration.

This Agreement contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed, or implied, between the parties, other than as set forth or referenced in this Agreement.

7. North Carolina Public Records Law

Notwithstanding any other provisions of this Agreement, this Agreement and all materials submitted to the Municipality by the League are subject to the public records laws of the State of North Carolina and it is the responsibility of the League to properly designate materials that may be protected from disclosure as trade secrets under North Carolina law as such and in the form required by law prior to the submission of such materials to the Municipality. League understands and agrees that the Municipality may take any and all actions necessary to comply with federal, state, and local laws and/or judicial orders and such actions will not constitute a breach of the terms of this Agreement. To the extent that any other provisions of this Agreement conflict with this paragraph, the provisions of this section shall control.

8. E-Verify

League shall comply with E-Verify, the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law and as in accordance with N.C.G.S. §64-25 et seq. In addition, to the best of League's knowledge, any subcontractor employed by League as a part of this contract shall be in compliance with the requirements of E-Verify and N.C.G.S. §64-25 et seq.

9. Iran Divestment Act

League certifies that, as of the date listed below, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 147-86.55, et seq. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 147-86.59, League shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.

10. Companies Boycotting Israel Divestment Act

League certifies that it has not been designated by the North Carolina State Treasurer as a company engaged in the boycott of Israel pursuant to N.C.G.S. 147-86.81.

[Remainder of page left blank intentionally. Signatures are on following page.]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by digital signature on the respective dates below, and this Agreement shall be effective upon the date of the Municipality's signature.

NC LEAGUE OF MUNICIPALITIES:

**MUNICIPALITY:
TOWN OF WEAVERVILLE**

By:

By:

Signature

Signature

Rose Vaughn Williams

Name

Executive Director

Title

Date of Signature

Date of Signature

ATTEST:

Town Clerk (or designee)

Exhibit A

League Services

In addition to the Contractor Services set out in Exhibit B, the League may provide some or all of the services described below.

1. Cyber Security Assessment

The League's Cyber Security Advisor, or Cyber Field Technician ("Security Team"), will conduct a comprehensive assessment of the Municipality's overall cyber security posture ("Security Assessment") against the current standardized framework established by the Center for Internet Security ("CIS"). The Security Team will review approximately 155 security controls in coordination with the Municipality's management, and will provide IT support to establish a baseline security posture matrix. The Security Team will review the results and make appropriate hardware, software, policy, and procedure recommendations in accordance with industry best practices and the baseline standards set by the CIS assessment framework.

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In the event that hardware or software deficiencies are found during the IT Evaluation, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will acquire and transfer title to the Municipality sufficient hardware and software to meet the "Minimum Requirements" as determined by the accounting software Contractor, which may include Black Mountain Software. As determined by the League's IT Director, Cyber Security Advisor, or Cyber Field Technician, computer hardware may be provided under this Agreement, which may include the following: 2 Computers, 1 Laser Printer, 1 Scanner, 2 Monitors, 2 Keyboards, 2 mouse devices, 2 UPS devices. Computer software to be provided under this Agreement may include a Microsoft Office license (if organization has no license).

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Protection Platform (“EPP”), Extended Detection and Response (“XDR”), or Multi-Factor Authentication (“MFA”).

All hardware and software shall be used only for governmental purposes and primarily used for MAS purposes. The Municipality is responsible for the security, operation, support and maintenance of the provided assets.

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Hardware and software provided by the League will be installed by the Municipality’s IT professionals. If the Municipality has no IT service provider, the League, utilizing funds from the **Municipal Accounting Services and Cybersecurity Grant**, will contract for a third-party IT professional installer to set up and load the hardware and software provided pursuant to this Agreement.

5. Finance Evaluation and Assistance During Implementation

Prior to the installation of the accounting software, which may include Black Mountain software, the League’s Finance Team (“Finance Team”), in consultation with the Municipality and the software Contractor, which may include Black Mountain Software, will determine the appropriate accounting software to be installed. League MAS representatives will further work with accounting software Contractor during the pre-implementation period to prepare the Municipality for conversion actions and assist the Municipality in adopting best practice options for the new system.

6. Ongoing Cyber Security Consulting

Following the initial Security Assessment described in Section 1, the Security Team will consult with the Municipality on an ongoing basis to assist with meeting the recommendations set forth in the assessment and municipal-related cyber security concerns that would typically be addressed by a Chief Information Security Officer (“CISO”).

7. Accounting Assistance Efforts

During the term of this Agreement (as described in Article I, Paragraph 6 above), League Accounting Assistance personnel will provide the Municipality with ongoing assistance with accounting issues, review and assist with best practice accounting and finance processes, and generally assist the Municipality to be current with its bookkeeping and accounting. An emphasis will be placed on ensuring participating Municipalities are prepared for their annual audit. The implementation of best practices and timely preparation should improve the audit experience for both the Municipality and the firm performing the audit.

8. Communication Services

The League’s ARP Communications Specialist will provide the Municipality with communications services to help document and describe how the Municipality utilized ARP/CSLFRF grant funding and the impact of those efforts on the community. Communication activities include, but are not limited to, conducting interviews of municipal staff and officials, researching plans and investment strategies, verifying details of grant investments to deliver community outreach strategies and a press conference.

9. Duties of the Municipality

The Municipality further agrees to: (1) give the League access to data managed by the Municipality in order to facilitate implementation of the Municipal Accounting Services and Cybersecurity Grant; (2) provide on-line “read only” access into the Municipal Accounting System by the League’s Accounting Assistance personnel; (3) permit the League to contact applicable Contractor, including but not limited to Black Mountain Software, on behalf of the Municipality as needed to facilitate implementation of the League’s Grants; (4) make reasonable efforts to maintain industry standards for cybersecurity, which may include allowing the League to perform security audits in the League’s sole discretion; (5) if applicable, use the Standardized Chart of Accounts as provided in the accounting software installation; (6) respond to all requests from the League or Contractor, as applicable, to verify accuracy of monthly invoices submitted to the League by Contractor for grant-funded services provided by Contractor on behalf of the Municipality; and (7) for an Engineering or Planning Project funded under Grant 66 where the estimated professional fee is in an amount less than fifty thousand dollars (\$50,000), the Municipality hereby exempts the particular Project from the provisions of G.S. 143-64.31 (the Mini-Brooks Act) as permitted under G.S. 143-64.32.

10. Duties of the League Related to Data Security

The League agrees to: (1) access only the Municipality’s data that is necessary to implement the software; (2) restrict access to the Municipality’s data to designated League employees and agents; and (3) take reasonable measures to safeguard the Municipality’s data.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: January 22nd 2024
Subject: Board Appointment - Local Firefighter Relief Fund Board of Trustees
Presenter: Chief Chief Scottie Harris
Attachments: General Statute and Recommendation

Description:

Attached please find a copy of N.C. Gen. Stat. Chapter 58, Article 84, Local Firefighters Relief Fund along with recommended names for appointment to the Board of Trustees. Town Council appoints two members to this Board and these positions have historically been filled by the Town's mayor and another resident of the Town of Weaverville.

Staff recommends the appointment of Mayor Patrick Fitzsimmons and Weaverville resident Jennifer Young to fill the positions.

Chief Harris will be present at the meeting to answer any questions Town Council may have.

Action Requested:

Motion to approve with a suggested motion of:

I move that Mayor Patrick Fitzsimmons and Weaverville resident Jennifer Young be appointed to fill the Town of Weaverville's positions on its Local Firefighters Relief Fund Board of Trustees



WEAVERVILLE FIRE DEPARTMENT

3 Monticello Rd
P.O. Box 338
Weaverville, NC 28787

Celebrating 100 years of service to our community

In accordance with (IAW) General Statute 58 Article 84 Local Firefighters Relief Fund (2) members of the (5) member Trustee Board must be appointed by the local Governing body and must reside within the fire district.

The following individuals meet the requirements and are presented before the council for consideration of appoint to the board.

Jennifer Young

54 South Main Street

P.O. Box 826

Weaverville Nc 28787

Mayor Patrick Fitzsimmons

30 South Main Street

P.O. Box 338

Weaverville Nc 28787

Article 84.

Local Firefighters' Relief Funds.

§ 58-84-1: Repealed by Session Laws 2006-196, s. 6, effective January 1, 2008, and applicable to proceeds credited to the Department of Insurance on or after that date.

§ 58-84-5. Definitions.

The following definitions apply in Articles 84, 85, 85A, 87, and 88 of this Chapter:

- (1) City. - A fire district.
- (2) Clerk. - The clerk of a fire district or, if there is no clerk, the person so designated by the governing body of the fire district.
- (3) Fire district. - Any political subdivision of the State or federally recognized Native American tribe within the State that meets all of the following conditions:
 - a. It has an organized fire department under the control of its governing body.
 - b. Its fire department has apparatus and equipment that is in serviceable condition for fire duty and is valued at one thousand dollars (\$1,000) or more.
 - c. It is rated and certified by the Commissioner.
 - d. Its response area has been approved by the local municipal government or, if there is no local municipal government, by the local board of county commissioners.
- (3a) Firefighter. - Any person who meets all of the following requirements:
 - a. Is a volunteer, employee, contractor, or member of a rated and certified fire department, or employee of a County Fire Marshal's Office whose sole duty is to act as fire marshal, deputy fire marshal, assistant fire marshal, or firefighter of the county.
 - b. Performs work or training connected with fire protection, fire prevention, fire control, fire education, fire inspection, fire investigation, rescue, Emergency Medical Services, special operations, or performs the statutory duties and responsibilities of the fire chief as set forth in G.S. 160A-292.
 - c. Performs work or training at the direction of the fire chief.
 - d. Is included on the certified roster submitted to the North Carolina State Firefighters' Association pursuant to G.S. 58-86-25.
- (4) Town. - A fire district. (1951, c. 1032, s. 1; 1995 (Reg. Sess., 1996), c. 747, s. 5; 2014-64, s. 1(a); 2015-88, s. 1; 2016-51, ss. 1, 6.)

§§ 58-84-10 through 58-84-20: Repealed by Session Laws 1995 (Regular Session, 1996), c. 747, s. 6.

§ 58-84-25. Disbursement of funds by Insurance Commissioner.

(a) Distribution. - The Insurance Commissioner shall deduct the sum of three percent (3%) from the tax proceeds credited to the Department pursuant to G.S. 105-228.5(d)(3) and pay the same over to the treasurer of the North Carolina State Firefighters' Association for administrative purposes. The Insurance Commissioner shall deduct the sum of two percent

(2%) from the tax proceeds and retain the same in the budget of the Department of Insurance for the purpose of administering the disbursement of funds by the board of trustees in accordance with the provisions of G.S. 58-84-35. The Insurance Commissioner shall, pursuant to G.S. 58-84-50, credit the amount forfeited by nonmember fire districts to the North Carolina State Firefighters' Association. The Insurance Commissioner shall distribute the remaining tax proceeds to the treasurer of each fire district as provided in subsections (b) and (c) of this section.

(b) Allocation to Counties. - The Insurance Commissioner shall allocate to each county an amount of tax proceeds based upon the amount allocated to it in the previous year. If the amount allocable in the current year is less than the amount allocated in the previous year, then the Commissioner shall reduce the amount allocated to each county. The amount of the reduction is equal to the difference in the amount allocated in the previous year and the amount allocable in the current year multiplied by a fraction, the numerator of which is the population of the county and the denominator of which is the population of the State. If the amount allocable in the current year is greater than the amount allocated in the previous year, then the Commissioner shall increase the amount allocated to each county. The amount of the increase is equal to the excess proceeds multiplied by a fraction, the numerator of which is the population of the county and the denominator of which is the population of the State.

(c) Distribution to Fire Districts. - Once the Insurance Commissioner has allocated the tax proceeds to a county under subsection (b) of this section, the Commissioner shall distribute those allocations directly to the fire districts in that county. The Commissioner shall distribute the allocations by electronic funds transfer, unless a fire district's account cannot accept electronic funds transfers, in which case the Commissioner shall distribute the district's allocation by paper check. The amount distributed to each fire district is equal to the total amount allocated to the county multiplied by a fraction, the numerator of which is the tax value of the property located in the fire district and the denominator of which is the tax value of all property located in any fire district in that county. A county shall provide the Commissioner with the tax value of property located in each fire district in that county by February 1 of each year. If a county does not submit information that the Commissioner needs to make a distribution by the date the information is due, the Commissioner shall distribute the allocation based on the most recent information the Commissioner has.

(c1) Certain Amounts Redistributed. - Notwithstanding subsection (c) of this section, the Insurance Commissioner shall not distribute funds to a fire district whose local relief fund's balance exceeds the amount provided under G.S. 58-84-33(a). Instead, the Commissioner shall, using the methodology provided in subsections (b) and (c) of this section, distribute those funds to the fire districts whose local relief funds' balances do not exceed the amount provided under G.S. 58-84-33(a). If all of a county's fire districts' local relief funds' balances exceed the amount provided under G.S. 58-84-33(a), then the Commissioner shall reallocate the amount the county would have received to the counties with fire districts that do not exceed the amount provided under G.S. 58-84-33(a).

(d) Administration. - These funds shall be held by the treasurer of a fire district as a separate and distinct fund. The fire district shall immediately pay the funds to the treasurer of the local board of trustees upon the treasurer's election and qualification, for the use of the board of trustees of the local Firefighters' Relief Fund in each fire district to be used by it for the purposes provided in G.S. 58-84-35. (1907, c. 831, s. 5; C.S., s. 6067; 1925, c. 41; 1985 (Reg. Sess., 1986), c. 1014, s. 168; 1989, c. 485, s. 63; 1995 (Reg. Sess., 1996), c. 747, s. 7; 2006-196, s. 7; 2007-250, s. 2; 2012-45, s. 1; 2013-360, s. 20.2(c); 2014-64, ss. 1(a), (c); 2016-51, ss. 2, 6.)

§ 58-84-30. Trustees appointed; organization.

For each county, town or city complying with and deriving benefits from the provisions of this Article, there shall be appointed a local board of trustees, known as the trustees of the local Firefighters' Relief Fund, to be composed of five members, two of whom shall be elected by the members of the local fire department who are qualified as beneficiaries of such fund, two of whom shall be elected by the mayor and board of aldermen or other local governing body, and one of whom shall be named by the Commissioner of Insurance. Their selection and term of office shall be as follows:

- (1) The members of the fire department shall hold an election to elect two representatives to the board to serve at the pleasure of the members of the department. The elected representatives may serve until their resignation or until the department holds an election to replace them. Board members elected pursuant to this subdivision shall be either (i) residents of the fire district or (ii) active or retired members of the fire department.
- (2) The mayor and board of aldermen or other local governing body shall appoint two representatives to the board to serve at the pleasure of the governing body. Board members appointed pursuant to this subdivision shall be residents of the fire district.
- (3) The Commissioner of Insurance shall appoint one representative to serve as trustee who shall serve at the pleasure of the Commissioner. The member appointed pursuant to this subdivision shall be either (i) a resident of the fire district or (ii) an active or retired member of the fire department.

All of the above trustees shall hold office for their elected or appointed time, or until their successors are elected or appointed, and shall serve without pay for their services. They shall immediately after election and appointment organize by electing from their members a chairman and a secretary and treasurer, which two last positions may be held by the same person. The treasurer of said board of trustees shall give a good and sufficient surety bond in a sum equal to the amount of moneys in his hand, to be approved by the Commissioner of Insurance. The cost of this bond may be deducted by the Insurance Commissioner from the receipts collected pursuant to G.S. 58-84-10 before distribution is made to local relief funds. If the chief or chiefs of the local fire departments are not named on the board of trustees as above provided, then they shall serve as ex officio members without privilege of voting on matters before the board. (1907, c. 831, s. 6; C.S., s. 6068; 1925, c. 41; 1945, c. 74, s. 1; 1947, c. 720; 1949, c. 1054; 1973, c. 1365; 1985, c. 666, s. 64; 1987, c. 174, ss. 1, 5; 2007-246, s. 3; 2012-45, s. 2; 2014-64, s. 1(a); 2016-51, s. 3.)

§ 58-84-32. Prudent management of funds.

Local boards of trustees shall manage local relief funds as prudent trustees of the funds, subject to Chapter 36E of the General Statutes. (2014-64, s. 1(a).)

§ 58-84-33. Maximum fund balances.

(a) The balance of a local fire department's Firefighters' Relief Fund for a given year shall not exceed the product of multiplying the number of members on the department's roster as of January 1 for that year by the sum of two thousand five hundred dollars (\$2,500).

(b) The North Carolina State Firefighters' Association shall annually calculate and notify each local department of its relief fund's maximum allowable balance.

(c) A local fire department whose relief fund balance, at the time of annual distribution by the Insurance Commissioner, exceeds the amount allowable under subsection (a) of this section shall not be entitled to receive a distribution for that year, and the Commissioner shall redistribute the funds that the department would have received, as provided under G.S. 58-84-25(c1).

(d) A board of trustees of a local Firefighters' Relief Fund may, with the authorization of and under guidelines provided by the North Carolina State Firefighters' Association, dedicate a portion of the local Firefighters' Relief Fund towards providing supplemental retirement. Notwithstanding subsection (a) of this section, if such dedicated amounts are used solely for supplemental retirement within the guidelines provided by the North Carolina State Firefighters' Association, then such dedicated amounts shall not count towards the maximum allowable balance under subsection (a) of this section. (2014-64, s. 1(d); 2016-51, ss. 4, 6.)

§ 58-84-35. Disbursement of funds by trustees.

(a) The board of trustees shall have entire control of the funds derived from the provisions of this Article, and shall disburse the funds only for the following purposes:

- (1) To safeguard any firefighter in active service from financial loss, occasioned by sickness contracted or injury received while in the performance of his duties as a firefighter.
- (2) To provide a reasonable support for those actually dependent upon the services of any firefighter who may lose his life in the fire service of his town, city, or State, either by accident or from disease contracted or injury received by reason of such service. The amount is to be determined according to the earning capacity of the deceased.
- (2a) To provide assistance, upon approval by the Executive Director of the North Carolina State Firefighters' Association, to a destitute member firefighter who has served or is serving honorably with a certified fire department. The determination of destitute shall be based on the inability of the firefighters, through no fault of their own, to provide basic provisions to themselves or their families. Such basic provisions include, but are not limited to, assistance with housing, vehicle or commuting expenses, food, clothing, utilities, medical care, and funeral expenses.
- (3) Repealed by Session Laws 1985, c. 666, s. 61.
- (4) To provide for the payment of any firefighter's assessment in the Firemen's Fraternal Insurance Fund of the State of North Carolina if the board of trustees finds as a fact that said firefighter is unable to pay the said assessment by reason of disability.
- (5) To provide for benefits of (i) supplemental retirement, including payment of firefighters' monthly assessments for the North Carolina Firefighters' and Rescue Squad Workers' Pension Fund, (ii) workers compensation, including the payment of premiums to the Workers' Compensation Fund established under G.S. 58-87-10, and (iii) other insurance and pension protection for firefighters otherwise qualifying for benefits from the Firefighters' Relief Fund as set forth in Article 85 of this Chapter.
- (6) To provide for educational benefits to firefighters and their dependents who otherwise qualify for benefits from the Firefighters' Relief Fund as set forth in Article 85 of this Chapter.

(7) To provide for annual physicals that are required for firefighter positions by the Department of Labor or are recommended by the National Fire Protection Association.

(8) To cover necessary management and investment costs that are reasonable and appropriate in relation to the assets, purpose, and financial security of the local Firefighters' Relief Fund.

(b) Notwithstanding any other provisions of law, no expenditures shall be made pursuant to subdivision (5), (6), or (7) of subsection (a) of this section unless the North Carolina State Firefighters' Association has certified that such expenditures will not render the Fund financially unsound for the purposes of providing the benefits set forth in subdivisions (1), (2), and (4) of subsection (a) of this section. If, for any reason, funds made available for subdivision (5), (6), or (7) shall be insufficient to pay in full any benefits, the benefits pursuant to subdivisions (5) and (6) shall be reduced pro rata for as long as the amount of insufficient funds exists, after first eliminating the benefits pursuant to subdivision (7). No claim shall accrue with respect to any amount by which a benefit under subdivisions (5) and (6) shall have been reduced.

(c) As used in subsection (b) of this section, the term "financially unsound" means that a local fund could not sustain a requested expenditure or could not make similar payments for five years without the local fund's balance falling below the greater of the following:

(1) Five hundred dollars (\$500.00) multiplied by the number of eligible firefighters in the local department.

(2) Twenty thousand dollars (\$20,000).

(d) A local board of trustees shall not be restricted to making disbursements solely from the interest earned on the local board's relief fund. (1907, c. 831, s. 6; 1919, c. 180; C.S., s. 6069; Ex. Sess. 1921, c. 55; 1923, c. 22; 1925, c. 41; 1945, c. 74, s. 2; 1985, c. 666, s. 61; 1987, c. 174, ss. 2, 3; 1997-456, s. 27; 2007-246, s. 4; 2008-187, s. 13; 2014-64, s. 1(a); 2016-51, ss. 5, 6; 2017-99, s. 1.)

§ 58-84-40. Trustees to keep account and file certified reports.

(a) Each local board of trustees shall keep a correct account of all moneys received and disbursed by them. On a form prescribed by the North Carolina State Firefighters' Association, each local board shall certify by October 31 of each year the following to the Association: the balance of the local fund, proof of sufficient bonding, a full and detailed accounting of the previous year's expenditures, and a full accounting of membership qualifications. Such certification shall be made concurrently with the local unit's statement of Fire Readiness. The accounting of the previous year's expenditures shall include the amounts spent on each of the purposes listed in G.S. 58-84-35(a), including the number of firefighters that received benefits for each of the purposes.

(b) In turn, the North Carolina State Firefighters' Association shall certify to the Department of Insurance by January 1 of each year on a form prescribed by the Department, the following:

(1) The local units that have complied with the requirements of subsection (a) of this section.

(2) A listing of the members of each of the local units.

(3) The fund balances for each of the local units' relief funds.

(4) Any departments that have exceeded the maximum balance provided under G.S. 58-84-33(a).

- (5) Details on the disbursements from local relief funds, including how much was disbursed for each allowable purpose and how many members received disbursements for those purposes, on both a unit-by-unit basis and total basis.
- (6) Information on any improper disbursements.
- (7) A listing of current members of the local board of trustees appointed pursuant to G.S. 58-84-30, including the chairman and treasurer of the board.

(c) In the event that any board of trustees in any of the towns and cities benefited by this Article shall neglect or fail to perform their duties, or shall willfully misappropriate the funds entrusted in their care by obligating or disbursing such funds for any purpose other than those set forth in G.S. 58-84-35, then the Insurance Commissioner shall withhold any and all further payments to such board of trustees, or their successors, until the matter has been fully investigated by an official of the North Carolina State Firefighters' Association, and adjusted to the satisfaction of the Insurance Commissioner.

(d) In the event that any local relief fund provided for in this Article becomes impaired, then the Statewide Firefighters' Relief Fund may in the discretion of its board of trustees assist the local unit administering the fund in providing for relief to injured firefighters and their dependents or survivors; provided, however, that any funds so provided to such impaired units shall be repaid in full at the statutory rate of interest from future local unit receipts if the impairment resulted from violations of this Article. (1907, c. 831, s. 7; C.S., s. 6070; 1925, c. 41; 1985, c. 666, s. 63; 2007-246, s. 5; 2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 2(a).)

§ 58-84-41. Commissioner of Insurance to maintain database of reports; fire department identification numbers.

(a) Working with the North Carolina State Firefighters' Association, the Commissioner of Insurance shall develop and maintain a database of the information reported under G.S. 58-84-40(b) and the certifications filed under G.S. 58-84-46.

(b) The Commissioner of Insurance shall issue to each fire department within the State a unique fire department identification number (FDID) that shall be used by the Commissioner and the North Carolina State Firefighters' Association to coordinate database records and reports. (2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 2(b).)

§ 58-84-45: Repealed by Session Laws 2000-67, s. 26.21(a).

§ 58-84-46. Certification to Commissioner.

On or before October 31 of each year, the fire chief of each city or county that has a local board of trustees under G.S. 58-84-30 shall file a certificate of eligibility with the North Carolina State Firefighters' Association on a form prescribed by the Association. If the certificate is not filed with the Association on or before January 31 in the ensuing year:

- (1) The Local Firefighters' Relief Fund for that fire department shall forfeit the payment next due to be paid to the Fund's board of trustees, if the fire chief fails to file the certificate required by this section.
- (2) The Association shall inform the Commissioner of the local Firefighters' Relief Funds that have not filed the certificate required by this section, and the Commissioner shall pay over that amount otherwise due to those local Funds to the treasurer of the North Carolina State Firefighters' Association.

- (3) That amount shall constitute a part of the Statewide Firefighters' Relief Fund. (2000-67, s. 26.21(b); 2001-421, s. 3; 2007-246, s. 6; 2014-64, s. 1(a); 2016-51, s. 6; 2017-99, s. 3.)

§ 58-84-50. Fire departments to be members of North Carolina State Firefighters' Association.

For the purpose of supervision and as a guaranty that provisions of this Article shall be honestly administered in a businesslike manner, it is provided that every department enjoying the benefits of this law shall be a member of the North Carolina State Firefighters' Association and comply with its constitution and bylaws. If the fire department of any city, town or village shall fail to comply with the constitution and bylaws of said Association, said city, town or village shall forfeit its right to the next annual payment due from the funds mentioned in this Article, and the Commissioner of Insurance shall pay over said amount to the treasurer of the North Carolina State Firefighters' Association and same shall constitute a part of the Statewide Firefighters' Relief Fund. (1907, c. 831, s. 9; 1919, c. 180; C.S., s. 6072; 1925, c. 41; c. 309, s. 2; 1965, c. 624; 2007-246, s. 7; 2014-64, s. 1(a); 2016-51, s. 6.)

§ 58-84-52. Benefits available to individual firefighters whose departments are not members of the North Carolina State Firefighters' Association.

(a) Individual firefighters whose departments are not members of the North Carolina State Firefighters' Association shall be covered under the line of duty coverage offered by the Association.

(b) Benefits under this section shall be paid from the funds that are forfeited from local departments to the Statewide Firefighters' Relief Fund. (2014-64, s. 1(a); 2016-51, s. 6.)

§ 58-84-55. No discrimination on account of race.

The local boards of trustees of the local Firefighters' Relief Funds shall make no discrimination based upon race in the payment of benefits. (1907, c. 831, s. 10; C.S., s. 6073; 1985, c. 666, s. 62; 2007-246, s. 8; 2014-64, s. 1(a).)

§ 58-84-60. Immunity.

A person serving on a local board of trustees of a local Firefighters' Relief Fund shall be immune individually from civil liability for monetary damages, except to the extent covered by insurance, for any act or failure to act arising out of this service, except where the person:

- (1) Was not acting within the scope of that person's official duties;
- (2) Was not acting in good faith;
- (3) Committed gross negligence or willful or wanton misconduct that resulted in the damages or injury;
- (4) Derived an improper personal financial benefit, either directly or indirectly, from the transaction; or
- (5) Incurred the liability from the operation of a motor vehicle. (2007-54, s. 1; 2007-246, s. 8.1; 2014-64, s. 1(a).)

§ 58-84-65. Repeal of certain local laws inconsistent with this Article.

The following provisions contained within any local act enacted or amended prior to January 1, 2014, are hereby repealed:

- (1) Any redirection, at the time of receipt, of funds directed to a fire district under G.S. 58-84-25(c) to a fund other than a local relief fund.

- (2) Any restriction that would be inconsistent with G.S. 58-84-35(d).
- (3) Any transfer of interest earned on a local relief fund from the local relief fund to another fund.
- (4) Any transfer of funds from a local relief fund to a supplemental retirement fund based on the local relief fund exceeding a certain amount.
- (5) Any allowable expenditures that are not within the scope of the list provided in G.S. 58-84-35(a).
- (6) Any variation from the certification requirement under G.S. 58-84-35(b). (2014-64, s. 1(a).)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: Proclamations: Arbor Day and Black History Month
Presenter: Town Manager Selena Coffey
Attachments: Proclamations

Description:

Attached are draft proclamations recognizing Friday, April 26, 2024 as Arbor Day in the Town of Weaverville and recognizing the month of February as Black History Month.

The Town will hold its Arbor Day Program that day at 11:00am and more detailed information will be distributed at a later date. Black History month programs will continue at the Community Center through the month of February 2024.

Action Requested:

The Town Manager recommends approval of the attached Proclamations.



OFFICIAL PROCLAMATION

WHEREAS in 1872, the Nebraska Board of Agriculture established a special day to be set aside for the planting of trees, *and*

WHEREAS this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, *and*

WHEREAS Arbor Day is now observed throughout the nation and the world, *and*

WHEREAS trees can be a solution to combating climate change by reducing the erosion of our precious topsoil by wind and water, cutting heating and cooling costs, moderating the temperature, cleaning the air, producing life-giving oxygen, and providing habitat for wildlife, *and*

WHEREAS trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and countless other wood products, *and*

WHEREAS trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, *and*

WHEREAS trees — wherever they are planted — are a source of joy and spiritual renewal.

NOW, THEREFORE, I, _____, Mayor of the Town of _____ do hereby proclaim _____ as **ARBOR DAY** In the Town of _____, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, *and*

FURTHER, I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

DATED THIS _____ day of _____,

Mayor 

PROCLAMATION

HONORING BLACK HISTORY MONTH 2024

WHEREAS, Black History Month is a time to honor the contributions and legacies of African Americans in United States history and society, from activists to civil rights pioneers and leaders in industry, politics, science, culture, spirituality, and more.

WHEREAS, Black History Month grew from the establishment of Negro History Month by noted historian Carter G. Woodson and the Association for the Study of African American Life and History in 1926; and

WHEREAS, since 1976 every United States President has officially designated the month of February as Black History Month; and

WHEREAS, the national theme for Black History Month 2024 is “African Americans and the Arts” and focuses on the many impacts that Black Americans have had on visual arts, music, cultural movements, and more; and

WHEREAS, this observance of Black History Month provides opportunities to gain a deeper understanding of African American History and acknowledge the centuries of struggles for equality and freedom; and

WHEREAS, the Town of Weaverville, urges its citizens to join it in honoring the history and contributions of African Americans in our community, and throughout our state and nation; and

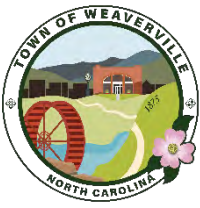
NOW, THEREFORE I, Patrick Fitzsimmons, by virtue of the authority vested in me as Mayor of the Town of Weaverville, and on behalf of Weaverville Town Council, do hereby proclaim the month of February 2024 as Black History Month in the Town of Weaverville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weaverville to be affixed this the **22nd day of January** in year of **2024**.

Patrick Fitzsimmons, Mayor
Town of Weaverville, North Carolina

ATTEST: Tamara Mercer, Town Clerk
Town of Weaverville, North Carolina





Town Manager's Monthly Report

Selena D. Coffey, ICMA-Credentialed Manager

January 2024

COUNCIL FOLLOW UP ITEMS & UPDATES

Water Treatment Plant Expansion Project Updates

I am providing the following public updates on the funding that the Town has received for the water treatment expansion project, although this information was provided at your January 16 workshop:

Appropriation for Water Treatment Plant Expansion:

As Town Council is aware, the Town will be receiving \$15 million from the 2023 Appropriations Act, [Session Law \(S.L. 2023-134\)](#), through the State's Drinking Water Reserve and the Wastewater Reserve. Staff has been completing the necessary paperwork to receive this funding and I wanted to inform Council that we will only receive \$14,550,000 of this grant, as the State will retain \$450,000 of the grant for their administrative costs. This represents three (3) percent of the appropriated amount for the project.

Appropriation from the State & Tribal Assistance Grants Drinking Water State Revolving Fund:

As Town Council is aware, we requested funding through Congressman Chuck Edwards for the Water Treatment Plant Expansion. I have been notified that we received \$1 million in funding, and we want to thank the Congressman for his advocacy for the Town in receiving this appropriation.

Additional Request for Appropriation through the Water Resources Development Act (WRDA)

On January 10 I submitted another request for \$4 million in funding to Congressman Edwards' office the WRDA. This funding is appropriated through the Army Corps of Engineers. For the inclusion in WRDA itself, the Congressman's office anticipates we will have a bill by March. The requests were due on Friday, January 12, and from there, the Committee will be reviewing requests and drafting the bill. The timeline between request submission and completion of the bill draft can range, but the Congressman's office estimates that this will take another month or so. Once the bill is passed, they will begin working with the Army Corps, advocating for the project to be funded with any available funds they have for fiscal year 2024, as well as talk to appropriations staff about inclusion in any upcoming financing legislation. The Congressman's staff advises that it's difficult to pinpoint a specific timeline for the funding but that the Army Corps receives a budget that they get to allocate to projects each year, and the House passes a new appropriation bill each year, therefore it would just depend on when we can get the Corps to fund the project and/or whether we can get it included in the next year's appropriations bill. I will keep Town Council updated as I work with Congressman Edwards' office and as I receive updates.

Solar Panel Project at the Weaverville Fire Department

I have learned that the US-made solar panels that qualify for the 10% tax reduction will not be available as soon as originally expected. There will likely be some available at the end of summer or early fall 2024. For this reason, and unless the Town Council directs me differently, I have postponed the installation until the US certified panels are available.

Short-Term Rentals Listening Sessions

Our short-term rental (STR) sessions began with the December 5 Planning Board meeting. At this meeting we had approximately 70 people in attendance. The audio from this session has been uploaded to the Town's website at <https://weavervillenc.org/lets-talk-about-short-term-rentals>. For the next input session, on January 9, we had approximately 35 participants. This session focused on input from the neighbors of short-term rentals. The audio from this session can be found at <https://weavervillenc.org/event/short-term-rentals-is-there-an-str-near-you>. The third and final input session was held via Zoom on January 16 and was for owners of short-term rentals. We had approximately 20 participants, with 12-13 of these as actual short-term rental owners, for this session. We can expect a report from our facilitator from Land of Sky Regional Council, Kayla DiCristina, in the near future.

Update on Eller Cove Trail Planning Study

Elevated Trail Design reports that they have had some very productive days exploring and flagging trail routes on the Eller Cove Watershed property and they hoped to finish their fieldwork last week. I had hoped to have a report in hand in time for this Council meeting but will make sure this is on a future agenda once it is received. The owner of Elevated Trail Design will be out of the country the remainder of January, but I anticipate that we will have an onsite meeting upon his return when he outlines the details of his findings and trail plan with the town staff. I can also ask that he present his findings to Town Council. Elevated Trail Design's fieldwork on the Quarry Road property and study will begin in February.

INFORMATION

Land of Sky Clean Vehicles Coalition Award

On January 16, the Town and Weaverville Police Department received an award for the Department's leadership in police fleet electrification. I want to again recognize and thank Chief Davis for his leadership in introducing electric and hybrid vehicles to the Department's fleet. Thank you, Chief, for your forward thinking!

Citizens Academy

We have had our first 2024 Citizens Academy class and have another record group – 28 participants! Of note, during my time as your manager (8 years) and with the current structure of the Academy, we have had 160 graduates, including a pandemic year when we were not able to host the Academy. This is great participation!

OSHA Consultation Visits

As some of you are aware, I regularly request consultative visits from OSHA. These visits are not mandatory but assist the Town in putting effective safety programs in place and help prevent injuries. The visits, which will be held on February 13 and 15, include an opening conference with management, followed by a walk-around assessment of all of our facilities to identify safety and health hazards and evaluate work practices. During the on-site visit, written programs are reviewed, and a safety and health assessment is conducted. After the visit, I will receive a report of the consultants' findings, which will give us the opportunity to make any corrections necessary.

Martin Luther King Jr Observance

In lieu of a speaker and program this year; we sponsored a community service opportunity with trash pickup (26 participants), hosted the traveling [Green Book Project Exhibit](#) at the Community Center, and worked with the Dry Ridge Museum to host a series of display cases honoring Weaverville's Black History. Thanks to Recreation Coordinator Sarah Myers for her work in coordinating a great observance day!

Pickleball Open House

Thanks to our Recreation Coordinator and our Ad Hoc Recreation Committee, the Town will be hosting a Pickleball Open House on Thursday, January 25 at 6pm. This will be an information session to educate people about the operations of the courts, and to share information about free monthly clinics we're coordinating. Below is a screenshot of the marketing flyer for this event.



UPCOMING EVENTS AND IMPORTANT DATES

- Month of February, Black History Month
- February 20, 2024 Town Council Workshop
- February 26, 2024 Town Council Regular Meeting

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: MSD Report
Presenter: MSD Appointee Doug Dearth
Attachments: None

Description:

The Town's Metropolitan Sewer District (MSD) appointee, Doug Dearth, will be present at the meeting to provide a report to Town Council.

Action Requested:

No Council action requested.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: French Broad Metropolitan Planning Organization (MPO) Update
Presenter: MPO Appointee, Councilwoman Catherine Cordell
Attachments: None

Description:

Town Council's French Broad Metropolitan Planning Organization (MPO) appointee, Councilwoman Catherine Cordell, will be present at the meeting to provide a report to Town Council.

Action Requested:

No Council action requested.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

Date of Meeting: January 22, 2024
Subject: Interlocal Agreement for the Woodfin-Weaverville Greenway Feasibility Study
Presenter: Town Manager Selena Coffey
Attachments: 1. Interlocal Agreement
2. Budget Amendment Form

Description:

As has been shared with Town Council in the past, the Towns of Woodfin and Weaverville have been awarded funding to collaborate in the development of a feasibility study for a greenway connecting the Towns. The total amount of funding for the study is \$120,000, which includes \$96,000 in Federal Highway Administration funding and a local cost-share of \$24,000. Weaverville and Woodfin are each responsible for \$12,000 to provide the cost-share funding.

Although Woodfin is listed as the primary point of contact on the grant, Weaverville will be included in all decisions related to the administration of the grant.

An appropriation of fund balance for \$12,000 for the Town's portion of the cost-share is necessary at this time.

Council Action Requested:

The Town Manager recommends that Town Council approve the authorization of the interlocal agreement and the approval of the attached budget amendment form, which will appropriate fund balance for Weaverville's \$12,000 cost-share.

Suggested Motion:

I make a motion to authorize the Town Manager to execute the attached interlocal agreement and approval of the attached budget amendment.

INTERLOCAL AGREEMENT - GREENWAY FEASIBILITY STUDY GRANT

THIS AGREEMENT, made and entered into this the ____ day of _____, 2024, by and between the TOWN OF WOODFIN, a municipal corporation chartered under the laws of the state of North Carolina, hereinafter referred to as “Woodfin”, and the TOWN OF WEAVERVILLE, a municipal corporation chartered under the laws of the State of North Carolina, hereinafter referred to as “Weaverville”;

WITNESSETH:

WHEREAS, both Woodfin and Weaverville have adopted goals related to multi-modal transportation and recreation for their respective residents; and

WHEREAS, both Woodfin and Weaverville have adopted bike and pedestrian plans calling for new greenway connections; and

WHEREAS, Woodfin applied for and received a grant from the Federal Highway Administration for the purpose of conducting a greenway feasibility study connecting Woodfin to Weaverville; and

WHEREAS, the total amount of funding for the study is \$120,000 including Federal Highway Administration funds of \$96,000 and a local cost-share of \$24,000; and

WHEREAS, Weaverville will benefit equally from this study and wishes to share in the costs; and

NOW, THEREFORE, pursuant to General Statutes Chapter 160A, Article 20 and for valuable consideration, the receipt and sufficiency of which is the hereby acknowledged, Weaverville and Woodfin, for themselves, their successor or assigns, agree as follows:

1. Woodfin shall serve as the primary point of contact and client for the purposes of the grant administration.
2. Weaverville shall be included in all decisions related to the administration of the grant, equal to that of Woodfin.
3. Woodfin shall be responsible for submitting the total amount of the local cost-share (\$24,000) to Land of Sky Regional Council, the administrator of the grant.
4. Weaverville shall reimburse Woodfin in the amount of \$12,000 to cover its share of the local cost within 60 days of Woodfin’s request.
5. This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of both Woodfin and Weaverville.

IN WITNESS WHEREOF, this agreement has been executed, in duplicate, the day and year heretofore set out, on the part of each party by authority duly given.

[Signatures appear on the following pages.]

TOWN OF WOODFIN

By: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State of North Carolina, County of Buncombe, do certify that
_____ personally appeared before me this day and acknowledged the execution
of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 2023.

Notary Public

Printed Name of Notary

My Commission Expires: _____

Date: _____

Preaudit Statement

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

Sheri Powers, Town Finance Officer

TOWN OF WEAVERVILLE

By: _____

Title: _____

Date: _____

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, a Notary Public of the State of North Carolina, County of Buncombe, do certify that
_____ personally appeared before me this day and acknowledged the execution
of the foregoing instrument.

Witness my hand and notarial seal this _____ day of _____, 2023.

Notary Public

Printed Name of Notary

My Commission Expires: _____

Date: _____

Preaudit Statement

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

Tonya Dozier, Town Finance Officer

Budget Amendment FY 2023-2024

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-600-612-50300	Grounds Maint – Capital Improvmt	\$12,000.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-310-09900	Appropriated Fund Bal (General)	\$12,000.00

Justification: Please provide a brief justification for this budget amendment. *Local match to partner with Woodfin on the Woodfin-Weaverville greenway connector.*

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

Budget Ordinance Section 7:

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024

SUBJECT: Voluntary Annexation Petition – 10.67+/- Acres at 9 Pleasant Grove Road

PRESENTER: Town Attorney

ATTACHMENTS: Voluntary Annexation Petition and Supporting Documentation Map and Property Tax Map Showing Property to be Annexed Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Pleasant Grove of WNC, LLC, has signed a voluntary annexation petition seeking to have +/- 10.67 acres located at and near 9 Pleasant Grove Road annexed into the Town of Weaverville. The purpose of the annexation appears to be to obtain Town services, including water, to support the development of 40 townhouse units that are planned for the property. The Town has already approved the water commitment, but it is conditioned upon annexation.

The petitioners are claiming vested rights to proceed with the County approved development plans for the 40 townhouse units and 3 single family residences to be constructed directly off of Pleasant Grove Road, but are requesting an underlying zoning designation of R-3.

Should Town Council wish to proceed with this annexation the next step is to direct the Town Clerk to investigate the sufficiency of the annexation petition and to send the initial zoning request to the Planning Board for review and recommendation. A resolution for this purpose is attached for consideration.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction and possible adoption of the attached resolution.



PETITION FOR VOLUNTARY ANNEXATION

PETITION/APPLICATION

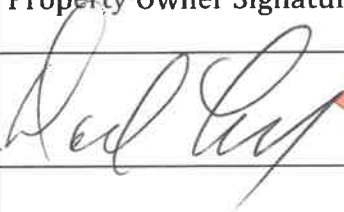
Town of Weaverville, North Carolina

Submittal Date: 1/16/2024
 Date Fee Paid: 1/16/2024
 Petition No: 2024-2

STATE OF NORTH CAROLINA
 COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Pleasant Grove of WNC LLC 1335 Cane Creek Rd Fletcher, NC 28732		DB: 6241 PG: 1356 PIN # 9752-24-0297 and 9752-24-0579	 SIGN HERE

5. Zoning vested rights ☐ are not claimed, ☒ have been established under G.S. §§ 160D-108 and/or 160D-108.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: 4.1067 ~~10.45~~ Acres

Population in annexed area: _____

Proposed Zoning District: R-3 (with Vested Rights)

Reason for annexation: ☒ Receive Town Services ☐ Other (please specify)

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

PETITION FOR VOLUNTARY ANNEXATION
DATA SHEET

Town of Weaverville, North Carolina

Submittal Date: January 2024
Petition No. 2024-2
Annexation Area Name: 9 Pleasant Grove Road

Petitioner: Warren Sugg, P.E.
Subject Area Acreage: 10.45 Acres 10.67 +/-
Current Land Use: Single Family Residential
Proposed Land Use or Development (describe): Single Family Residential with 40 townhome units in tract 1

Residential (single family): Number of Units: 43 Anticipated build out in 2 years
Average Sales Price: \$ /dwelling unit

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

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

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

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

Development Scale: Max building height of +/-35' ; max number of stories of 2

Infrastructure: Linear feet of publicly dedicated roadways proposed: 0' feet
Public water proposed (describe): +/- 850 lf of 6" water line to serve proposed development
Other Public Services Requested (describe):

Zoning Vested Rights Claimed (describe and attach documentation):

Signature of Owner(s)

**RESOLUTION CONCERNING VOLUNTARY ANNEXATION PETITION SUBMITTED BY
PLEASANT GROVE OF WNC, LLC, FOR 9 PLEASANT GROVE ROAD
WEAVERVILLE ANNEXATION NO. 2024-2**

WHEREAS, a petition requesting annexation of that property located at 9 Pleasant Grove Road and bearing Buncombe County Parcel Identification Number 9752-24-0297 and 9752-24-0579 was received from Pleasant Grove of WNC, LLC, by the Town of Weaverville; and

WHEREAS, N.C. Gen. Stat. §§ 160A-31 and 160A-58.2 provide that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the annexation petition includes a request for an R-3 zoning classification for the property to be annexed, even though vested rights are claimed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

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

1. With the assistance of the Town Attorney, the Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of her investigation; and
2. The Town Planner is directed to place the application for initial zoning of R-3 on the next regular meeting of the Weaverville Planning Board's so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 22nd day of January, 2024.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024

SUBJECT: Voluntary Annexation Petition – 6.09 Acres at 6 Pleasant Grove Rd

PRESENTER: Town Attorney

ATTACHMENTS: Voluntary Annexation Petition and Supporting Documentation
Map and Property Tax Map Showing Property to be Annexed
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

Athena Fox Brooks has signed a voluntary annexation petition seeking to have +/- 6.09 non-contiguous acres located at 6 Pleasant Grove Road annexed into the Town of Weaverville. The purpose of the annexation appears to be to obtain Town services, including water, to support the development of 50 townhouse units on the property.

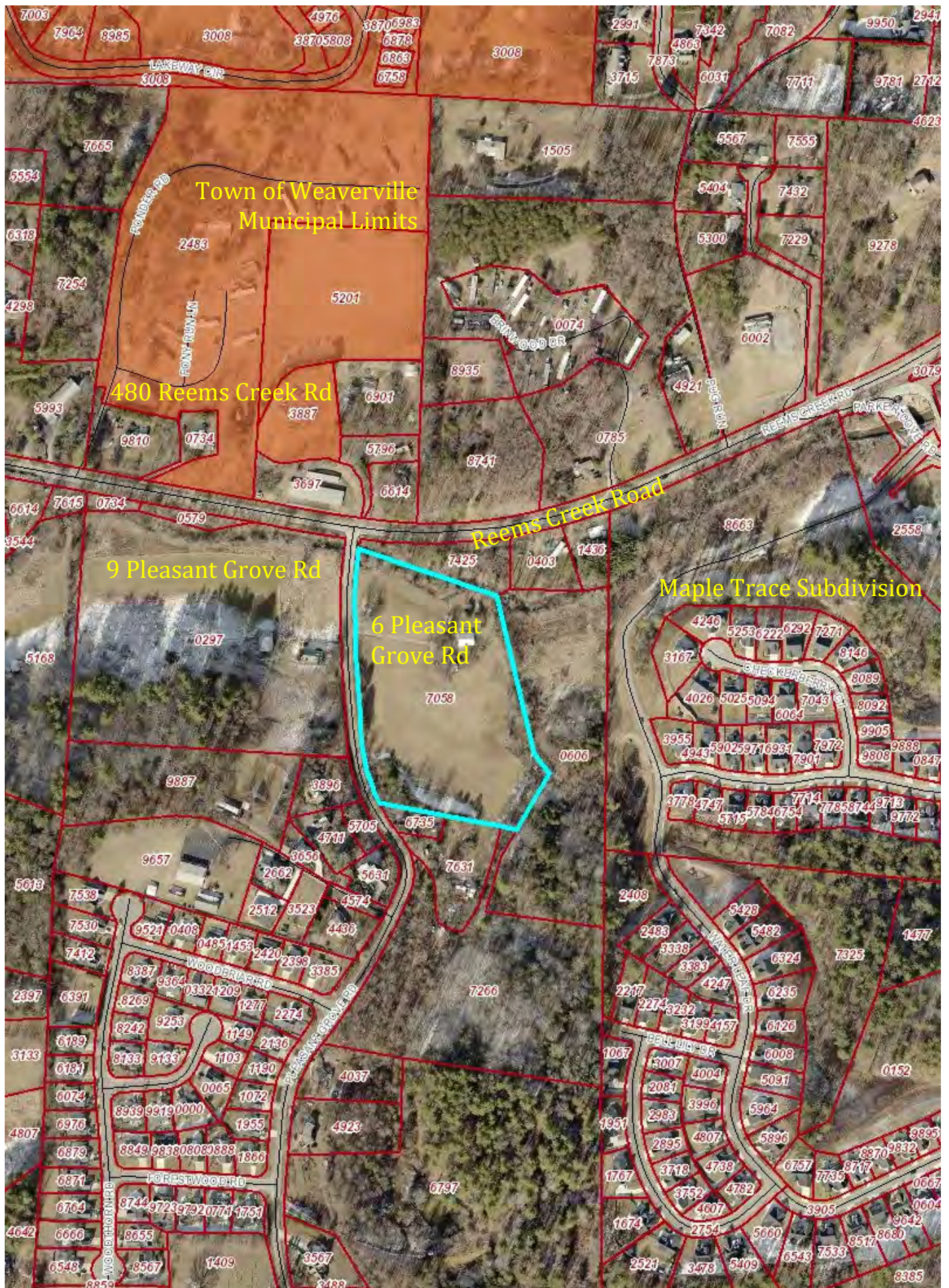
The petitioners are requesting an initial zoning designation of R-3.

A water commitment application has also been submitted and will be presented as a separate item on tonight's agenda.

Should Town Council wish to proceed with this annexation the next step is to direct the Town Clerk to investigate the sufficiency of the annexation petition and to send the initial zoning request to the Planning Board for review and recommendation. A resolution for this purpose is attached for consideration.

COUNCIL ACTION REQUESTED:

Town Council discussion and direction and possible adoption of the attached resolution.



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

Submittal Date: 1/9/2024
Date Fee Paid:
Petition No: 2024-1

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA

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

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Terrold Fox 6 Pleasant Grove Road Weaverville, NC 28787		DB: 4683 PG: 267 PIN # 9752-24-7058	DocuSigned by: <i>Athena Fox Brooks</i> 20862986C104B1... By: Athena Fox Brooks

- 5. Zoning vested rights ☒ are not claimed, ☐ have been established under G.S. §§ 160D-108 and/or 160D-108.1 as follows [describe and attach the order and approved site plan]:

Total Acreage to be annexed: 6.09 Acres
Population in annexed area:
Proposed Zoning District: R-3
Reason for annexation: ☒ Receive Town Services ☐ Other (please specify)

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

PETITION FOR VOLUNTARY ANNEXATION DATA SHEET

Town of Weaverville, North Carolina

Submittal Date: January 2024

Petition No. 2024-1

Annexation Area Name: 6 Pleasant Grove Road

Petitioner: Warren Sugg, P.E.

Subject Area Acreage: 6.09 Acres

Current Land Use: Single Family Residential

Proposed Land Use or Development (describe): Single Family Residential with 50 townhome units

Residential (single family): Number of Units: 50 Anticipated build out in 2 years
Average Sales Price: \$ /dwelling unit

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

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

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

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

Development Scale: Max building height of 30'; max number of stories of 2

Infrastructure: Linear feet of publicly dedicated roadways proposed: 0' feet
Public water proposed (describe): 1,047 lf of 6" water line to serve proposed development

Other Public Services Requested (describe):

Zoning Vested Rights Claimed (describe and attach documentation):

DocuSigned by:

Athena Fox Brooks

SIGN HERE

Signature of Owner(s)

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

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

OWNER/APPLICANT NAME: Warren Sugg, P.E.

APPLICATION DATE: January 2024

PHONE NUMBER: 828-252-5388

MAILING ADDRESS: 168 Patton Avenue
Asheville, NC 28801

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



The Zoning Map



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

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 6 Pleasant Grove Road

PIN: 9752-24-7058

LOT AREA (acres): 6.09 Acres

CURRENT ZONING DISTRICT: Buncombe County R-3 PROPOSED ZONING DISTRICT: R-3

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

☐
☐
☐
☐
☐
☐
☐

Total acreage

Current owner(s) and date of survey

Property location relative to streets

North arrow

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

Areas located within the floodplain

Adjoining property owners, addresses, and Buncombe County PINs

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 20 TO AMEND:

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

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**RESOLUTION CONCERNING VOLUNTARY ANNEXATION PETITION SUBMITTED BY
ATHENA FOX BROOKS FOR 6 PLEASANT GROVE ROAD
WEAVERVILLE ANNEXATION NO. 2024-1**

WHEREAS, a petition requesting annexation of that property located at 6 Pleasant Grove Road and bearing Buncombe County Parcel Identification Number 9752-24-7058 was received from Athena Fox Brooks, by the Town of Weaverville; and

WHEREAS, N.C. Gen. Stat. § 160A-58.2 provides that the sufficiency of the petition shall be investigated by the Town Clerk before further annexation proceedings may take place; and

WHEREAS, the Town of Weaverville is also in receipt of an application for a zoning map amendment request for an R-3 zoning classification for the property to be annexed; and

WHEREAS, the Town Council of the Town of Weaverville deems it advisable to proceed in response to this request for annexation and initial zoning;

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

1. With the assistance of the Town Attorney, the Town Clerk is hereby directed to investigate the sufficiency of the above-reference petition and to certify to Town Council the result of her investigation; and
2. The Town Planner is directed to place the application for initial zoning of R-3 on the next regular meeting of the Weaverville Planning Board's so that the Board can review the requested zoning for consistency with the Town's Comprehensive Land Use Plan and forward a recommendation to Town Council prior to or at a public hearing that may subsequently be held on this matter.

THIS the 22nd day of January, 2024.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024

Subject: Water Commitment Request – 6 Pleasant Grove Road

Presenter: Dale Pennell, Public Works Director

Attachments:

1. Application for Commitment Letter
2. Water Demand Calculations
3. Applicant Site Map

Description: The developer’s engineer (Civil Design Concepts) has submitted an “Application for a Commitment Letter” in October 2023 for 20,000 GPD to serve a proposed 50-unit townhouse project on property located at 6 Pleasant Grove Road, PIN 9752-24-7058..

The Public Works Department has reviewed the application and has determined that adequate water capacity is available to serve this request. , with the provision that the property be annexed by town as a condition of allocation approval.

This property is located close to the Town’s municipal borders and would be contiguous if the property at 9 Pleasant Grove Road is annexed (annexation petition pending). Staff recommends that the water approval be conditioned upon annexation (annexation petition pending on this property).

Action Requested: Council discussion and decision.



Transmittal

Date: October 10, 2023

Project Name: Fox Parcel Project

CDC Project: 12346

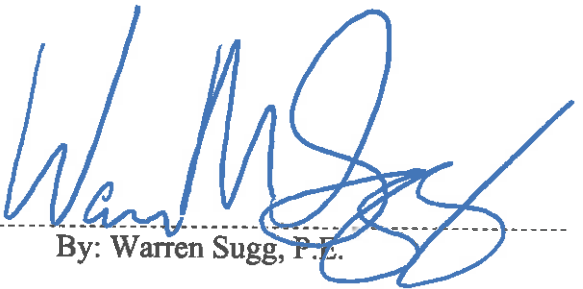
**To: Dale Pennell, P.E., P.L.S.
Town of Weaverville
Public Works Director
15 Quarry Road
Weaverville, NC 28787**

Via Mail ☐ Overnight ☐ Hand Delivered ☒ Pick up @ CDC Office ☐

Copies	Date	Description
1	10-10-2023	Application for a Commitment Letter
1	10-10-2023	Check for \$100.00 to cover processing
1	10-10-2023	11x17 Conceptual Layout Bulletin

REMARKS:

cc


By: Warren Sugg, P.E.

Mailing Address: P.O. Box 5432, Asheville, NC 28813

**168 Patton Avenue, Asheville, NC 28801
Phone 828-252-5388 Fax 828-252-5365**

**52 Walnut Street – Suite 9, Waynesville, NC 28786
Phone: 828-452-4410 Fax: 828-456-5455**



TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Warren Sugg, P.E. PROJECT NAME: Fox Parcel Project
ADDRESS: 168 Patton Avenue LOCATION: 6 Pleasant Grove Road
Asheville, NC 28801 Weaverville NC, 28787
PHONE NUMBER: 828-252-5388 PIN NUMBER: 9752-24-7058
ELEVATION: 2105

TYPE OF SERVICE:

- RESIDENTIAL ☐ SINGLE FAMILY HOME
☐ TWO FAMILY _____ NUMBER OF BUILDINGS
☒ MULTI-FAMILY 50 NO. OF BUILDINGS 1 UNITS PER BUILDING
☐ RESIDENTIAL SUBDIVISION _____ NO. OF LOTS
- COMMERCIAL ☐ SINGLE COMMERCIAL BUILDING
☐ UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS
_____ NO. OF UNITS
- INDUSTRIAL ☐ SANITARY FACILITIES ONLY
☐ SANITARY & INDUSTRIAL PROCESSWATER
- OTHER ☐ FIRE SPRINKLER SYSTEM
☐ IRRIGATION SYSTEM
☐ _____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 200
MAXIMUM GALLONS PER DAY 20,000
ANTICIPATED DATE OF SERVICE Fall 2023

PROJECT DESCRIPTION:

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

ACKNOWLEDGEMENT:

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

Signature

Date

10/12/23

WATER DEMAND CALCULATIONS

Project Scope: This project will consist of 50 - 3 bedroom/2 bath units.

AVERAGE DAILY DEMAND

Establishment Type	Daily Design Flow	No. of Units	Total Flow	Notes
3 Bed/2 Bath Units	400 gal / Unit	50	20,000 gpd	
			-	
Average Daily Demand			20,000 gpd	round to 20,000 gpd

Are fixture counts available: Yes

PEAK WATER DEMAND

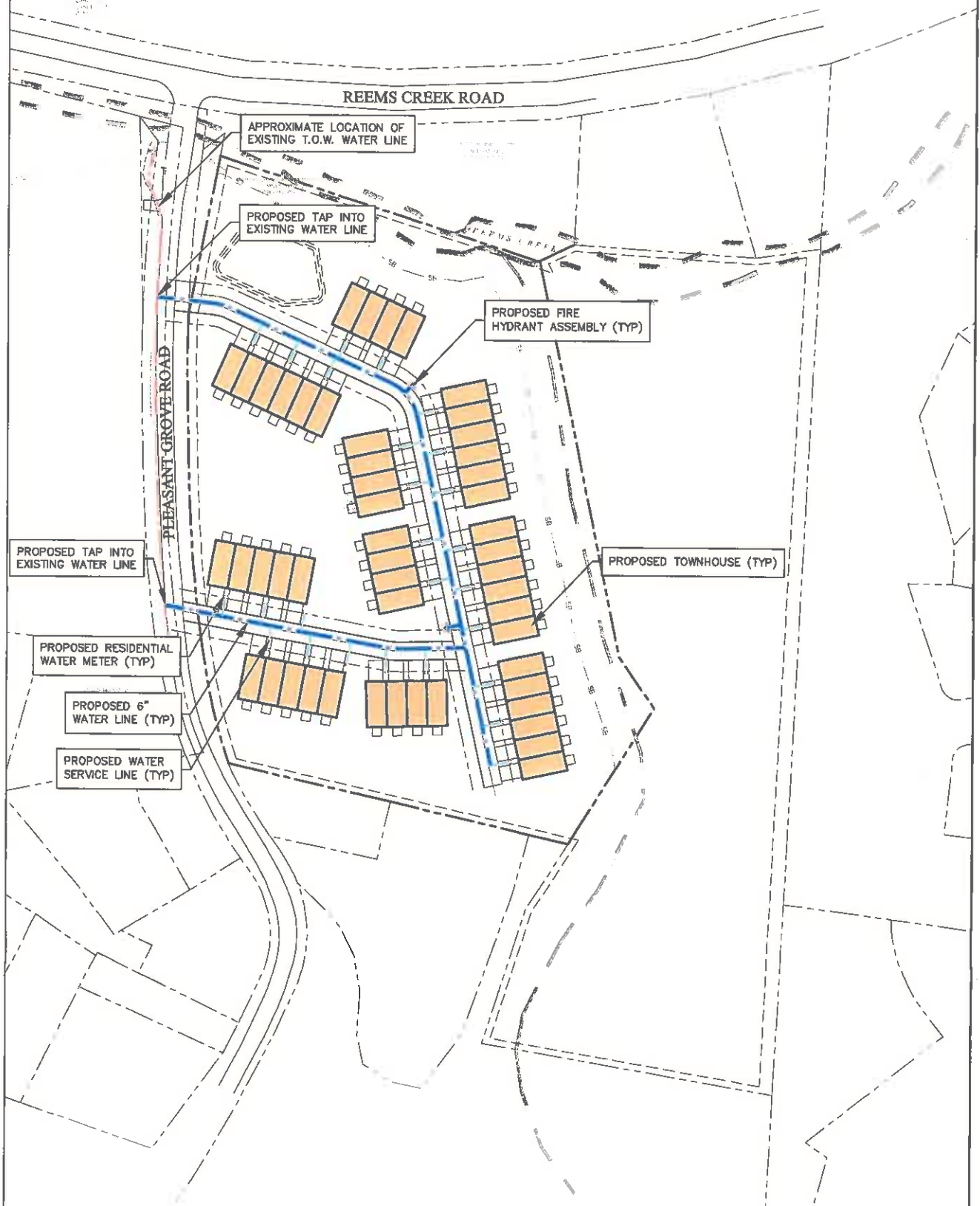
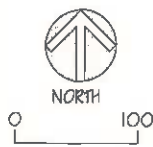
Fixture Type	Demand Weight of Fixtures	No. of Fixtures	Fixture Units
Sink/service	4 fixture units / fixture	150	600
Water Closet	5 fixture units / fixture	100	500
Bath/Shower	4 fixture units / fixture	100	400
Dishwasher	2 fixture units / fixture	50	100
Washing Machine	4 fixture units / fixture	50	200
Total Fixture Units			1,800
Total Peak Water Demand			180 gpm

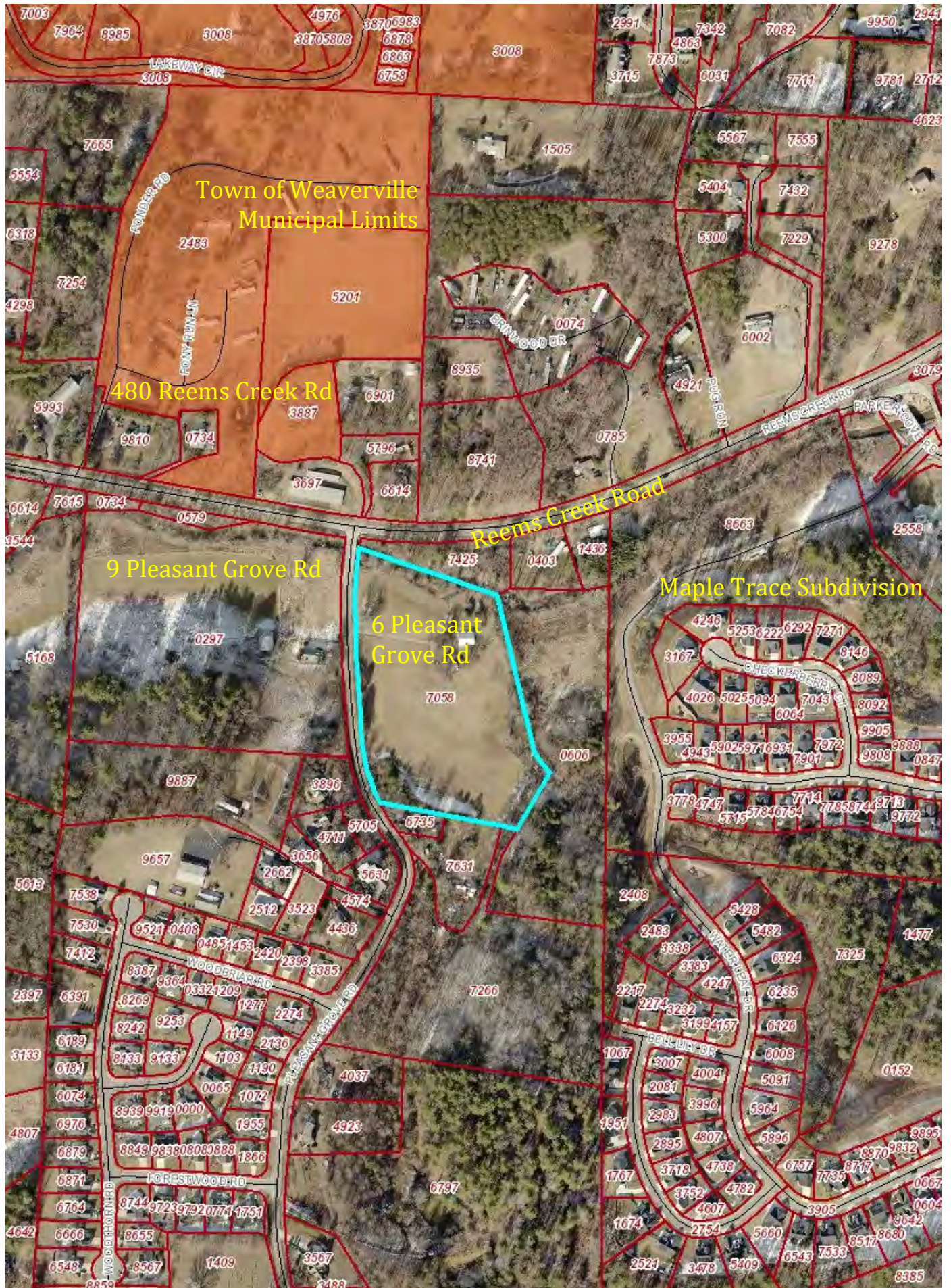
FIRE PROTECTION

Unit demand = 750 GPM

Notes:

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





TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024

Subject: Water Commitment Request - 75 Cole Road

Presenter: Dale Pennell, Public Works Director

Attachments:

1. Application for Commitment Letter
2. Water Demand Calculations
3. Proposed Site Map and Area Map

Description: The developer's engineer (Civil Design Concepts) submitted an "Application for a Commitment Letter" in November 2023 for 80,000 GPD to serve a proposed 200-unit apartment project on property located at 75 Cole Road, PIN 9743-35-2359.

The Public Works Department has reviewed the application and has determined that adequate water capacity is available to serve this request. The applicant is aware that a public water line will need to be extended at the developer's expense for approximately 800 feet along Cole Road from the Town's 10" water line in Clarks Chapel Road to serve the property.

This property is located very near the Town's primary municipal borders and staff recommends that water approval be conditioned upon annexation.

Action Requested: Council discussion and decision on the extension and commitment request.



Rec'd 11/1/23

Transmittal

Date: October 30, 2023
Project Name: 75 Cole Road
CDC Project: 12335

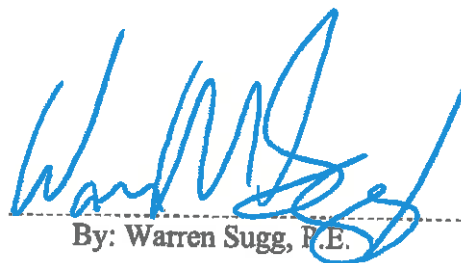
To: Dale Pennell, P.E., P.L.S.
Town of Weaverville
Public Works Director
15 Quarry Road
Weaverville, NC 28787

Via Mail ☐ Overnight ☐ Hand Delivered ☒ Pick up @ CDC Office ☐

Copies	Date	Description
1	10/31/2023	Application for a Commitment Letter
1	10/31/2023	Check for \$100.00 to cover processing
1	10/31/2023	11x17 Conceptual Layout Bulletin
1	10/31/2023	Daily Water Demand Calculations

REMARKS:

cc:


By: Warren Sugg, P.E.



TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Warren Sugg, P.E. PROJECT NAME: 75 Cole Road
ADDRESS: 168 Patton Avenue LOCATION: 75 Cole Road
Asheville, NC 28801 Weaverville NC, 28787
PHONE NUMBER: 828-252-5388 PIN NUMBER: 9743-35-2359
ELEVATION: 2157

TYPE OF SERVICE:

- RESIDENTIAL ☐ SINGLE FAMILY HOME
☐ TWO FAMILY _____ NUMBER OF BUILDINGS
☒ MULTI-FAMILY 8 NO. OF BUILDINGS 24 UNITS PER BUILDING
☐ RESIDENTIAL SUBDIVISION _____ NO. OF LOTS
- COMMERCIAL ☐ SINGLE COMMERCIAL BUILDING
☐ UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS
_____ NO. OF UNITS
- INDUSTRIAL ☐ SANITARY FACILITIES ONLY
☐ SANITARY & INDUSTRIAL PROCESSWATER
- OTHER ☐ FIRE SPRINKLER SYSTEM
☐ IRRIGATION SYSTEM
☐ _____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 500
MAXIMUM GALLONS PER DAY 80,000
ANTICIPATED DATE OF SERVICE Fall 2024

PROJECT DESCRIPTION:

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

ACKNOWLEDGEMENT:

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

Signature

Warren Sugg

Date

10/24/23



75 Cole Road
CDC Project No.: 12335

WATER DEMAND CALCULATIONS

Project Scope: This project will consist of 200 Units

AVERAGE DAILY DEMAND

Establishment Type	Daily Design Flow	No. of Units	Total Flow	Notes
3 Bed/2 Bath Units	400 gal / Unit	200	80,000 gpd	
Pools/amenities	10 gal / Unit		-	
Average Daily Demand			80,000 gpd	round to 80,000 gpd

Are fixture counts available: Yes

PEAK WATER DEMAND

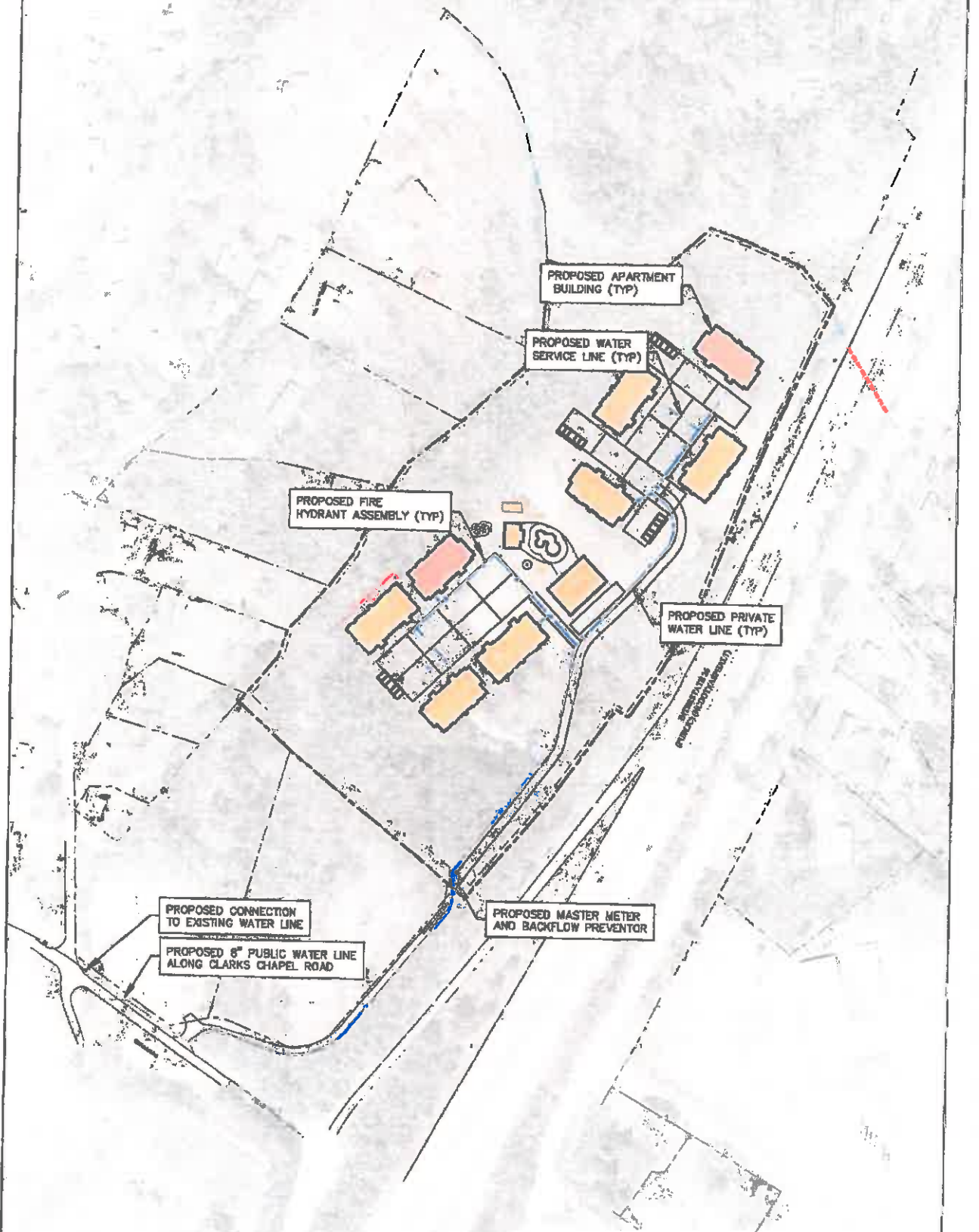
Fixture Type	Demand Weight of Fixtures	No. of Fixtures	Fixture Units
Sink/service	4 fixture units / fixture	600	2,400
Water Closet	5 fixture units / fixture	400	2,000
Bath/Shower	4 fixture units / fixture	400	1,600
Dishwasher	2 fixture units / fixture	200	400
Washing Machine	4 fixture units / fixture	200	800
Total Fixture Units			7,200
Total Peak Water Demand			500 gpm

FIRE PROTECTION

Unit demand = 750 GPM

Notes:

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



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024

SUBJECT: Code Amendment – Ch. 2 & 20 - Places of Gatherings, Home Occupations, Conservation Subdivisions, and Fees in Lieu of Sidewalk Construction

PRESENTER: Planning Director and Town Attorney

ATTACHMENTS: Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

Proposed Code Amendments to Chapter 20 include amended regulations concerning places of gatherings and home occupations, and new regulations concerning conservation subdivisions and fees in lieu of sidewalk construction. The proposed amendments concerning fees in lieu of sidewalk construction also include a revision to Ch. 2.

The Planning Board unanimously found that all of these proposed text amendments are consistent with the Town’s Comprehensive Plan and reasonable and recommended adoption of same.

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

Should Town Council wish to adopt the fee lieu of sidewalk construction program an amendment to the Fee Schedule is needed to add the following:

Fee in Lieu of Sidewalk Construction Approved Cost Estimate
The fee is the cost estimate approved by Town Council for the request with consideration to staff recommendations and the applicant provided cost estimate of sidewalk construction for the required linear feet, which includes surveying, engineering, permitting, grading, materials, installation, finishing, and restoration of area disturbed, and a 5% contingency.

TOWN COUNCIL ACTION REQUESTED:

Should Town Council wish to proceed with these recommended amendments, the following motion could be used:

I move that Town Council adopt the **ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTERS 2 AND 20 CONCERNING PLACES OF GATHERINGS, HOME OCCUPATIONS, FEES IN LIEU OF SIDEWALK CONSTRUCTION, AND CONSERVATION SUBDIVISIONS** *as presented/as amended and add the fee to the FY2023-2024 Fee Schedule as stated.*

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTERS 2 AND 20
CONCERNING PLACES OF GATHERINGS, HOME OCCUPATIONS, FEES IN LIEU OF
SIDEWALK CONSTRUCTION, AND CONSERVATION SUBDIVISIONS**

WHEREAS, the Planning Board met 4 April 2023 and 2 May 2023, in order to review the table of uses and, in so doing, considered certain Code amendments concerning places of gatherings and home occupations, and found that the proposed code amendment concerning the review process for places of gatherings and the regulation of home occupations is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for legal compliance and clarity of regulations which provides more orderly development;

WHEREAS, the Planning Board met 2 May 2023, 6 July 2023, and 6 December 2023, in order to considered regulations concerning conservation subdivision, and found that the proposed code amendments which requires conservation design in all subdivisions proposing 30 or more lots, is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for more open space and preservation of existing conditions;

WHEREAS, the Planning Board 6 December 2023 in order to consider regulations that implement a fee in lieu of sidewalk installation as contemplated by the Active Weaverville Bike/Ped Plan and found that the proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments increases pedestrian accessibility within the Town by providing a mechanism for new development to contribute to the desired sidewalk infrastructure within the Town;

WHEREAS, after proper notice the Town Council held a public hearing on 22 January 2024 in order to receive input from the public on these amendments;

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

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town's adopted comprehensive land use plan.
2. Concerning places of gatherings, and home occupations, Code Section 20-3205 is hereby amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-3205. Table of uses.

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

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

USES	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO
RESIDENTIAL								
Home Occupation	PS	PS	PS	PS	<u>PS</u>	<u>PS</u>	<u>PS</u>	-
ENTERTAINMENT / RECREATION								
Cultural or Community Facility	<u>PS C</u>	<u>PS C</u>	<u>PS C</u>	<u>PS C</u>	<u>P C</u>	<u>P C</u>	<u>P C</u>	-
CIVIC / INSTITUTIONAL								
Religious Institutions	C	C	C	C	C	C	C	
MISCELLANEOUS USES								
Event Center	-	-	-	-	C	C	C	-

3. Concerning home occupations and conservation subdivisions, Code Section 20-1202 is amended to add the following definitions of "*Conservation Area, Primary*", "*Conservation Area, Secondary*", "*Recreation Area, Active*", and "*Recreation Area, Passive*" and to amend the definition of "*Home Occupation*" as follows, with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-1202. Specific definitions.

Conservation area, primary. Consists of:

1. Floodplains (100-year and 500-year) and hydric soils identified as part of a Flood Insurance Study prepared by the Federal Emergency Management Agency (FEMA), or the County Soil Survey prepared by the USDA Natural Resources Conservation Service;
2. Land located within 50 feet of the bank of any perennial stream;

3. Natural areas, wildlife habitats and corridors identified as part of: (1) an Inventory of Natural Areas and Wildlife Habitats as prepared by a State agency, the Natural Conservancy, or a local land trust; (2) a required Environmental Assessment or Environmental Impact Statement; or (3) an independent site study conducted by a trained botanist or biologist; and
4. Historic or archeological sites including, but not limited to, sites listed on the National Register of Historic Places or included on the State's National Register study list, designated as a local historic landmark or district and/or designated as having a high potential for archaeological remains generally identified as part of a local architectural survey, local archaeological survey, required Environmental Assessment or Environmental Impact Statement, or independent site study conducted by a trained architectural historian or archaeologist.

Conservation area, secondary. Consists of:

1. Farmland (whether actively used or not) including cropland, fields, pastures, and meadows;
2. Slopes of 20% or greater (9 degrees or greater) which require special site planning due to their erosion potential, limitations for septic tank nitrification fields and terrain or elevation changes, or identified as part of a County Soil Survey prepared by the USDA Natural Resources Conservation Service, or a site analysis conducted by a registered professional engineer, professional land surveyor, landscape architect, architect or land planner and calculated using topographic maps from an actual survey or from the US Geological Society.
3. Non-commercial cemeteries; and
4. Viewsheds (scenic views, especially of natural and cultural features from designated scenic road corridors, including "views from the road" as well as views outward from potential home sites).

Recreation areas, active. Includes, but is not limited to the following: public recreation areas including playgrounds, sports courts, public parks, and community parks; private recreational facilities such as golf courses, playing fields, playgrounds, swimming pools, and sports courts, and commercial campgrounds.

Recreation areas, passive. Includes, but is not limited to the following: pedestrian, bicycle and equestrian trails, greenways, picnic areas, community commons or greens, and similar kinds of areas, whether public or private.

~~Home occupation. Any use An occupation conducted entirely within a dwelling or accessory structure and which use is clearly incidental and secondary to the use of the dwelling for residential purposes and which use does not change the residential character of the dwelling. and which meets the following: (a) no more than one employee, other than family members residing on the premises, shall be employed in connection with the home occupation; (b) no mechanical or electrical equipment shall be installed or used except such equipment as is normally used for domestic purposes; and (c) not over 25 percent of the total floor space of any residential structure shall be used for such home occupation. Home occupations include, but are not limited to, child care homes as defined herein.~~

4. Concerning home occupations, Code Section 20-3312 is hereby amended as follows with the added language shown as underlined and deleted language shown with strike-throughs:

Sec. 20-3312. Home occupation.

- (a) Home occupations shall be clearly incidental to the residential use of a dwelling and shall not change the residential character of the dwelling or the neighborhood.
- (b) Home occupations shall be contained entirely within the interior of the dwelling or accessory structure. Home occupations within a dwelling shall not occupy more than 25 percent of the gross floor area of the

dwelling. Should a home occupation occur within an accessory structure, said use shall not exceed 25 percent of the aggregate square footage of both the dwelling unit and accessory structure.

- (c) Only noncommercial vehicles are permitted in conjunction with a home occupation.
- (d) Business or product identification signs shall not be permitted.
- (e) ~~Commercial sale of merchandise shall not be permitted in conjunction with a home occupation.~~ Commerical sale of merchandise is limited to catalog and internet sales only. On-site customers are expressly prohibited. Products may be received and shipped from the premises to fulfill orders provided that goods, products or commodities are stored within the home, within an accessory structure, or off-site.
- (f) The installation or use of mechanical or electrical equipment not normally used for domestic purposes shall not be permitted.
- (g) Home occupations may include child care homes as defined herein.

5. Concerning fees in lieu of sidewalk installations, the following is added as Article VII of Part I of Chapter 20:

Article VII. Fee in Lieu of Sidewalk Construction

Sec. 20-1701. Purpose

In general, the Weaverville Town Council supports the installation of sidewalks by the development community at the time of development. However, there are circumstances when current site conditions or other considerations justify the acceptance of a fee in lieu of sidewalk construction.

It is the purpose of this ordinance, and the rules and regulations set forth, to establish clear, equitable, and consistent standards for carrying out the fee in lieu of construction alternative provided for in Section 20-2404 and 20-3503 of the town's code of ordinances, as it pertains to sidewalks and related pedestrian facilities. This objective shall be achieved by establishing defined standards related to project eligibility, prioritization, and implementation.

Sec. 20-1702. Discretionary Power

Nothing in this policy shall be construed to limit town council's authority to deny a fee in lieu of sidewalk construction request or credit for off-site sidewalk construction. The standards and material contained herein are meant to guide and support any decision made by Council regarding fee in lieu of sidewalk construction.

Sec. 20-1703. Fee in lieu of Sidewalk Construction Requests

Any project required to install sidewalk per the standards of this Chapter 20 may request to pay a fee in lieu of said physical improvements. All requests to pay a fee in lieu of sidewalk construction shall be reviewed and decided upon by Weaverville Town Council.

Sec. 20-1704. Evaluation Criteria

While any project may submit a request to pay a fee in lieu of sidewalk construction, it is the Town's intention to limit the approval of such requests to those projects which merit serious consideration. The following list of criteria shall be used by town council for the purpose of evaluating a payment in lieu of construction request. A request is not required to meet all of the following criteria to be considered eligible:

- (1) The applicable property will be developed for residential purposes with a density of less than 1 dwelling unit per acre.
- (2) There are no sidewalks in the vicinity of the project, and it is unlikely that there will be development

nearby that would require the installation of sidewalks in the future.

- (3) A stormwater drainage ditch or similar public utility facility prevents the installation of the sidewalk, and neither the sidewalk nor the facility can be reasonably relocated to accommodate both the sidewalk and the facility.
- (4) The topography would require the construction of a retaining wall more than 6 feet in height to accommodate the sidewalk.
- (5) There is a planned roadway or infrastructure improvement scheduled to be implemented within the next 5 years which would require the removal or relocation of the required sidewalk.
- (6) Other unusual circumstances make the sidewalk installation requirement unreasonable or inappropriate.

Sec. 20-1705. Fee Calculation

The Town may request a cost estimate of required sidewalk construction from a civil engineering firm to assist in the fee calculation for approved payments in lieu. Cost estimates and fee calculations are subject to review and recommendation by the Town's Public Works Department.

The fee for approved payments in lieu of sidewalk shall be based on the adopted fee schedule and shall be due prior to (1) final plat approval, or (2) issuance of a zoning permit for any projects requiring sidewalk construction in which final plat approval would not apply, whichever comes first.

Sec. 20-1706. Credits for Off-Site Sidewalk Construction

A fee in lieu of sidewalk construction may be credited by an equivalent amount of sidewalk construction in another location, based on estimated cost, subject to review and approval of Weaverville Town Council. The selected location for off-site sidewalk construction must be approved by the Zoning Administrator, as well as inspected by the Public Works department prior to pouring. Additionally, the developer must obtain all necessary encroachments and/or easements and provide copies of said agreements to the Town of Weaverville prior to commencement of work. Unless otherwise approved by the Zoning Administrator, off-site sidewalk construction permitted by this ordinance shall be due prior to (1) final plat approval or (2) issuance of a zoning permit for any projects requiring sidewalk construction in which final plat approval would not apply.

Sec. 20-1707. Use of Funds

Fees deposited with the Town in lieu of sidewalk construction shall only be used to install new sidewalks or new pedestrian facilities (such as curb ramps or crosswalks). Costs associated with sidewalk repairs shall be otherwise budgeted for by the town, and shall not come out of the fees in lieu of sidewalks.

Sec. 20-1708. Prioritization of New Sidewalk Installation

The Town shall periodically compile a priority listing for the installation of paved sidewalk improvements, giving full consideration to the following criteria:

- (1) Paved sidewalks along one side of the streets that constitute major walking routes to a public school shall normally be given first priority in an order established by the town after consideration of the service area.
- (2) Sidewalks along one side of the streets that constitute a major walking route to some public facility or along streets designated as a major or minor thoroughfare shall normally be given second priority in an order established by the town.
- (3) Sidewalks along a second side of the streets that constitute a major walking route to public schools, other public facilities, or along major or minor thoroughfares, where sidewalks already exist on one side, shall be given third priority.

- (4) Paved sidewalks in locations other than those described above shall normally be given fourth priority in an order established by the town.

Sec. 20-1709. Future Site Improvements or Changes

Any fee in lieu of sidewalk installation request approved by Town Council shall only apply to those requirements in place at the time of development. This ordinance shall not be construed to grant exceptions to sidewalk installation related to any future building or parking lot expansions, redevelopment, or changes in use which would require sidewalk installation per the standards of Chapter 20.

6. Concerning fees in lieu of sidewalk walk installations, Code Sections 2-165, 20-3108, 20-2404, and 20-3503 are amended as follows with the added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 2-165. Duties.

The board of adjustment shall primarily act in a quasi-judicial capacity and shall perform the following duties:

- (a) *Quasi-judicial procedures.* The board of adjustment shall follow quasi-judicial procedures as specified in G.S. 160D-406 and Code section 20-1309 when making any quasi-judicial decision.
- (b) *General.* The board of adjustment shall hear and decide all other matters which it is required to pass under any statute or development regulation adopted under the authority of GS Chapter 160D.
- (c) *Appeals.* Except as otherwise provided by G.S. Chapter 160D, the board of adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of all development regulations and may hear appeals arising out of any other ordinance that regulates land use or development all as set out in chapter 20, including specifically Code section 20-1308 and Code section 20-3108(b).
- (d) *Special use permits.* The board of adjustment shall hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in chapter 20, including specifically Code section 20-3108(c) and Code section 20-3204.
- (e) *Variances.* The board of adjustment shall hear and decide all variance requests in accordance with the principles, conditions, safeguards, and procedures specified in chapter 20, including specifically Code section 20-3108(d).
- (f) ~~*Sidewalk waivers.* The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements in accordance with principles, conditions, limitations and procedures specified in chapter 20, including specifically Code section 20-3108(e).~~
- ~~(g)~~ *Vegetative screening and/or buffer waivers.* The board of adjustment shall hear and decide all requests to alter or eliminate the required vegetative screening or buffering requirement in accordance with principles, conditions, limitations and procedures specified in chapter 20, including specifically Code section 20-3108(f).

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

- (a) *Quasi-judicial procedures.* The board of adjustment shall follow quasi-judicial procedures as specified in G.S. 160D-406 and Code section 20-1309 when making any quasi-judicial decision.
- (b) *Appeals of administrative decisions.* Except as otherwise provided by G.S. Chapter 160D, the board of adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of all development regulations and may hear appeals arising out of any other ordinance that regulates land use or development. A majority vote of the members shall be required to decide an appeal. The provisions of G.S. 160D-405 and Code section 20-1308 governing appeals of administrative decisions,

and G.S. 160D-406 and Code section 20-1309 governing quasi-judicial procedure are applicable to these appeals.

- (c) *Special use permits.* The board of adjustment shall hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in Code section 20-3204. A majority vote of the members shall be required to issue a special use permit.
- (d) *Variances.* When unnecessary hardships would result from carrying out the strict letter of a zoning regulation, the board of adjustment shall vary any of the provisions of the zoning regulation when, based on competent, material, and substantial evidence, it finds all of the following:
 - (1) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made on the property;
 - (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability;
 - (3) The hardship did not result from the actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship;
 - (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved;
 - (5) The requested variance is not a request to permit a use of land, building, or structure which is not permitted in the zoning district in which the property is located; and
 - (6) The requested variance is not a request to permit a prohibited sign or to eliminate a required sidewalk.

Appropriate conditions may be imposed on any variance, provided the conditions are reasonably related to the variance. Other development regulations that regulate land use or development, including the subdivision regulations, may provide for variances from the provisions of those ordinances consistent with the provision of this section. The concurring vote of four-fifths (4/5) of the board of adjustment shall be necessary to grant a variance. Approved variances are required to be recorded with the Buncombe County Register of Deeds upon approval.

- ~~(e) *Sidewalk waivers.* The board of adjustment shall hear and decide all requests for waivers of sidewalk requirements, with a majority vote of the members based on competent, material, and substantial evidence. Limitations and standards applicable to sidewalk waivers are as follows:~~
 - ~~(1) Sidewalk requirements imposed by a conditional district or special use permit are not eligible for a waiver of such sidewalk requirements.~~
 - ~~(2) Major subdivisions are not eligible for a waiver of the sidewalk requirement for sidewalks on new streets proposed for construction within the major subdivision. Major subdivisions may, however, be granted a sidewalk waiver of the sidewalk requirements along existing streets upon the finding that:~~
 - ~~(a) The construction of the sidewalk is proposed to be constructed within an existing right-of-way where sufficient right-of-way or easement width does not exist or cannot be dedicated to build the sidewalk; or~~
 - ~~(b) The construction of the sidewalk is not feasible due to special circumstances including but not limited to impending road widening or improvements or severe roadside conditions or slope which would prohibit sidewalk construction; or~~

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

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

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

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

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

- (e) *Vegetative screening and/or buffer waivers.* The board of adjustment shall have the authority to alter or eliminate the required vegetative screening or buffering requirement where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this chapter, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. These waivers may be granted by the board upon a majority vote of the members based on competent, material, and substantial evidence and any such agreements shall be attached to the approved waiver.

Sec. 20-2404. Sidewalks.

- (a) Sidewalks shall be constructed along all street frontages of the property or properties for which the subdivision, whether major or minor, is proposed if the street is shown on a sidewalk master plan, sidewalk improvement plan, or sidewalk priority list adopted by the town, state, or regional council.
- (b) Sidewalks shall be provided on at least one side of new streets constructed within major subdivisions.
- (c) Curbs and sidewalks shall be constructed in accordance with the Town of Weaverville Street Standard Specifications and Details Manual applicable to sidewalks and in full compliance with ADA accessibility standards, including specifically but not limited to width, ramp and crosswalk construction. Sidewalk rehabilitation shall be required where the existing sidewalk has been determined by the department of public works to be dilapidated.
- (d) ~~Subdivisions may apply to the board of adjustment for a sidewalk waiver in accordance with Code section 20-3108(e).~~ Subdivisions may apply to town council for a fee in lieu of sidewalk construction or credit for off-site sidewalk construction in accordance with Sec. 20-1701 through Sec. 20-1709, but are ineligible for a variance seeking to eliminate a required sidewalk.

Sec. 20-3503. Sidewalks.

- (a) *Purpose.* The purpose of this section is to ensure that applicants for new construction and renovations, additions, and/or expansions to existing structures consider the need for sidewalks as part of the proposed development and to establish requirements for the construction of sidewalks. While the town recognizes its need to maintain sidewalks and to construct sidewalks to meet the needs of the general population, project applicants may be required to participate in the construction of sidewalks to meet the pedestrian needs of the citizens of the town. The town also recognizes that in certain cases, sidewalks may not be needed or their construction may not be feasible.
- (b) *Sidewalks required.* Sidewalks shall be required for all new commercial construction and development, multi-family residential development, all major subdivision development, and certain minor subdivision development.

Sidewalks shall be constructed along all street frontages of the property for which the development is proposed and least one side of new streets constructed as a part of the development. Curbs and sidewalks shall be constructed in accordance with the Town of Weaverville Street Standard Specifications and Details Manual applicable to sidewalks and in full compliance with ADA accessibility standards, including specifically but not limited to width, ramp and crosswalk construction.

Sidewalk rehabilitation shall be required for the types of development projects identified above where the existing sidewalk has been determined by the department of public works to be dilapidated.

- (c) ~~Waiver of sidewalk requirement. Sidewalk requirements may only be waived as allowed by Code section 20-3108(e).~~ Developments may apply to town council for a fee in lieu of sidewalk construction or credit for off-site sidewalk construction in accordance with Sec. 20-1701 through Sec. 20-1709.

7. Concerning conservation subdivisions, Code Sections 20-2203 are amended as follows, with added language shown as underlined and deleted language, if any, is shown with strike-throughs:

Sec. 20-2203. Process of review of major subdivisions and conservation subdivisions.

- (a) *Submission of application and preliminary plan.* All applications for development of a major subdivision and/or conservation subdivision shall be submitted to the subdivision administrator at Weaverville Town Hall. The subdivision administrator shall determine if the application is complete and notify the subdivider of any deficiencies. Once the application is deemed complete, the subdivision administrator will schedule review of the application by the technical review committee. The application should include a water commitment application if the subdivider intends to extend the public water system of the town. The application should include a public street commitment application if the subdivider intends for the streets to be included within the town's public street system.
- (b) *Review of preliminary plan (and town public water/street commitment applications) by technical review committee and others.* The technical review committee shall review all major subdivisions and conservation subdivisions and preliminary plans, and plan revisions if necessary, for compliance with planning and development regulations applicable to major subdivisions. If town public water and/or street commitment application are part of the subdivision application, the technical review committee shall review them and provide a report and recommendation to town council on those requests. If state streets or highways are proposed the request must be submitted to the NCDOT district highway engineer for review and recommendation. If private water wells or septic systems are proposed, the request must be submitted to the Buncombe County Health Director for review and recommendation. If public sewer is proposed, the request must be submitted to MSD for review and recommendation.
- (c) *Review and action on town water commitment and/or public street commitment.* Any public water commitment or public street commitment applications shall be forwarded to town council for review and action. Depending on the action taken by town council, plan revisions may be necessary.
- (d) *Report and recommendation of technical review committee.* Based on its findings during its review and actions taken by the town concerning public water commitment and/or public street commitment, the technical review committee shall prepare and submit to the planning board a report and recommendation concerning the major subdivision and/or conservation subdivision application and the preliminary plan.
- (e) *Review of preliminary plan by the planning board.* The planning board shall review all major subdivisions and conservation subdivisions and preliminary plans for compliance with planning and development regulations applicable to major subdivisions.
- (f) *Approval of preliminary plan.* The planning board shall approve the preliminary plan once it is found compliant with the planning and development regulations of the town for major subdivisions and/or

conservation subdivisions. The planning board has 90 days from first consideration to approve or deny a preliminary plat. If the planning board has failed to act within that time period the preliminary plat shall be deemed approved.

- (g) *Submission of certain construction drawings and supporting documentation.* The subdivider shall submit engineer-sealed construction drawings and supporting documentation for required improvements related to the major subdivision as a whole, or for each phase which has achieved preliminary plan approval. The public works director or their designee, in conjunction with the technical review committee or their designees, shall review and approve or recommend approval of the construction drawings for all water system improvements intended to be conveyed to the town and all roads intended to be dedicated to the town as public streets. Construction drawings for sanitary sewer improvements must be provided to MSD.
- (h) *Installation of required improvements.* Upon approval of the preliminary plan, and not before, the subdivider may proceed with the installation for required infrastructure in accordance with the approved preliminary plan and construction plans submitted. Prior to the approval of a final plat, the subdivider shall have installed the required infrastructure improvements. Required infrastructure shall be installed within 18 months of approval of the preliminary plan or phase of a preliminary plan. Otherwise, the planning board shall have the authority to grant up to an additional 12 months for completion of the infrastructure for good cause shown.
- (i) *Submission of final plat and supporting documentation.* Upon completion of the required improvements, the subdivider shall prepare and submit a final plat and supporting documentation to the subdivision administrator. The subdivision administrator shall determine if the final plat is complete and the supporting documentation evidences the completion of the required improvements, and notify the subdivider of any deficiencies. Once the final plat and supporting documentation is deemed complete, the subdivision administrator will schedule review of the final plat by the technical review committee.
- (j) *Review of final plat by technical review committee.* The technical review committee shall review the final plat and supporting documentation, and plat revisions as necessary, for substantial compliance with the approved preliminary plan and with planning and development regulations for major subdivisions and/or conservation subdivisions.
- (k) *Approval of final plat.* The planning director, or their designee, shall approve the major subdivision final plat once it is found compliant by the technical review committee. The planning director, or their designee, shall have 30 days from a fully complete final plat submission within which to approve or deny the final plat. Failure to take such action within this time period will be deemed an approval of the plat.
- (l) *Recordation of final plat.* The final plat of the major subdivision must be recorded, at the subdivider's expense, in the Buncombe County Register of Deeds within 60 days of final plat approval otherwise said approval shall be null and void. A copy of the recorded final plat must be provided to the subdivision administrator or zoning administrator prior to the issuance of any zoning permits. Access easements and road maintenance agreements must be recorded prior to or contemporaneously with the final plat.
- (m) *Issuance of zoning permits.* No zoning permits authorizing work on the property can be issued by the zoning administrator prior to a copy of the recorded final plat being submitted to the subdivision administrator or zoning administrator.
- (n) *Town action on acceptance of town public water and/or public streets dedication.* Improvements installed within rights-of-way or easements including but not limited to utility lines, streets, drainage facilities or sidewalks pursuant to public commitments approved by town council, may be accepted for maintenance by the town upon approval by town council.

8. Concerning conservation subdivisions, a new Code Section 20-2116 is added to Article I, of Part II of Chapter 20 and new Code Section 20-2309 is added to Article II of Part II of Chapter 20 as follows:

Sec. 20-2116. Conservation Subdivision

The conservation subdivision standards found at Sec. 20-2309 are additional standards which shall apply to all subdivisions proposing 25 lots or more.

Sec. 20-2309. Conservation subdivision standards.

The following additional standards shall apply to all subdivisions proposing 25 lots or more:

(a) Open space shall:

- (1) Comprise a minimum of 25 percent of the project area. Floodplain areas are allowed to be calculated for both density and open space requirements.
- (2) Be composed of (in order of which lands should be designated as open space first): primary conservation area, secondary conservation area, and any remaining lands necessary.
- (3) Be designated so that a minimum of 50 percent of the proposed open space is contiguous and, where possible, adjoins open space or other protected areas (including protected forests or wildlife areas) outside the project area.
- (4) Be accessible by safe and convenient pedestrian access from all adjoining lots (except in the case of farmland or other resource areas vulnerable to trampling damage or human disturbance).
- (5) Be used as follows:
 - i. Conservation of natural resources, archaeological resources or historical resources;
 - ii. Agriculture, horticulture or silviculture, provided all applicable best management practices are used to minimize environmental impacts;
 - iii. Passive recreation
 - iv. Active recreation provided impervious surfaces are limited to a maximum of 12 percent of the total open space area;
 - v. Nonstructural stormwater management practices;
 - vi. Easements for drainage, access, and utility lines; and
 - vii. Water, septic and sewer systems.

(b) Open space ownership. The applicant must identify current and future owners of open space responsible for maintaining the area and/or facilities. The responsibility for maintaining the open space and its facilities shall be borne by the owner. If a homeowners' association is the owner:

- (1) Membership in the association shall be mandatory and automatic for all homeowners in the subdivision and their successors; and
- (2) The association shall have lien authority to ensure the collection of dues from all members.

(c) Open space management. The applicant shall submit an open space management plan which includes:

- (1) A statement allocating maintenance responsibilities and establishing guidelines for the upkeep of open space and its facilities.
- (2) Cost estimates for maintenance, operation and insurance needs for the open space.
- (3) A means by which funds will be obtained for all management expenses.
- (4) A provision allowing the subdivision administrator to approve plan change; and
- (5) Criteria for plan enforcement.

(d) Legal instrument for permanent protection. Open space shall be protected in perpetuity by a binding legal document recorded with the deed. The document shall be one of the following:

(1) Permanent conservation easement in favor of either:

- (i) A land trust or similar conservation oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or
- (ii) A governmental entity with an interest in pursuing goals consistent with the intentions of this section.

(2) Permanent restrictive covenant for conservation purposes.

(3) Equivalent legal tool providing permanent protection, subject to approval by the Town Attorney. The instrument shall include all restrictions contained in Section 20-2309 conservation subdivision standards and any further restrictions the applicant chooses to place on the use of the open space.

(e) Open space density bonus. Base density is determined by the zoning district in which the subdivision is located. Conservation subdivisions proposing more than the minimum required open space may be eligible for increased densities. The following table outlines the criteria for density bonuses. Lands under conservation easement shall not be counted when determining density bonuses.

Open Space Density Bonuses:

<u>Percent Open Space (%)</u>	<u>25-30</u>	<u>31-40</u>	<u>41-50</u>	<u>>50</u>
<u>Percent Housing Density Increases (%)</u>	<u>N/A</u>	<u>10</u>	<u>15</u>	<u>20</u>

(f) Structure Placement. Structures should be placed as closely to internal roads as permitted. Structures may be:

(1) Located in the side yard setback of other structures within the development required by the zoning district; and

(2) Placed as closely together as permitted by the North Carolina State Building Code.

9. 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.

10. These amendments shall be effective immediately upon adoption and codified.

ADOPTED THIS the ____ day of _____, 2024, by a vote of ____ in favor and ____ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

TAMARA MERCER, Town Clerk

JENNIFER O. JACKSON, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 22, 2024

SUBJECT: LDG Meribel Project – Minor Modification and Fee in Lieu of Sidewalk Construction

PRESENTER: Planning Director Eller

ATTACHMENTS: Sec. 20-1303 – Changes to Prior-Approved Development, Sec. 20-3203 – Conditional Districts, LDG Conditional District Ordinance, Construction Estimate

DESCRIPTION/SUMMARY OF REQUEST:

In conversations between NCDOT and LDG for sidewalk construction along Monticello Road, DOT has informed the developer that they prefer sidewalks to not be constructed until there is a connection to an existing sidewalk system.

As a result of these conversations Kimley-Horn, the civil engineering firm for the developer, has been instructed by DOT to seek a minor modification to the conditional district to allow a fee in lieu of construction of the sidewalk along its Monticello Road frontage required by subparagraph 2.g.ii of the conditional district ordinance. A fee in lieu of sidewalk construction is already required by the conditional district for a different section of sidewalk, and this request is for an additional fee.

Kimley-Horn has provided a sidewalk construction estimate that indicates that the estimated cost of the sidewalk along the Monticello Road frontage is \$112,560.

It is the belief of staff that this request may be handled as a minor modification based upon current municipal ordinance found at Sec. 20-1303(c), with notice to Town Council, but Town Council action is needed on the approval of the fee in lieu of sidewalk construction.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve a fee in lieu of sidewalk construction for the Monticello Road frontage sidewalk and to set the fee at \$112,560.

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

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

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

(Ord. of 5-24-2021(1) , § 5)

Sec. 20-3203. Conditional districts.

- (a) *Intent.* It is expected that, in most cases, a conventional district will appropriately regulate site-specific impacts of permitted uses and structures on surrounding areas, however conditional districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the underlying conventional district has insufficient standards to mitigate the site-specific impact on surrounding area.
- (b) *Consideration for any use.* Any use may be considered for a conditional district and shall be established on an individual basis, upon petition of the property owner.
- (c) *Conditions.* Specific conditions may be proposed by the petitioner or by the town, but only those conditions approved by the town and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by G.S. 160D-703(b) and this section, the town may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district must be limited to those that address the conformance of the development and use of the site to town ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site.
- (d) *Petition.* Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. The petition must be signed by all property owners, or agents of the owners, of all of the property to be included in the district and shall be accompanied by a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:
 - (1) A preliminary plan or site plan that is substantially in compliance with the mapping standards set out in Code section 20-2504 and supporting information that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined ordinance requirements, will govern the development and use of the property;
 - (2) The number and general location of all proposed structures;
 - (3) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;
 - (4) All yards, buffers, screening, landscaping, and sidewalks required by ordinance, and notations of any deviation from requirements;
 - (5) Proposed number and location of the signs;
 - (6) Proposed phasing, if any, and the approximate completion time for the project;
 - (7) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;
 - (8) Information on the height of all proposed structures;
 - (9) Exterior features of all of the proposed development including but not limited to construction and finishing materials.
- (e) *Approval procedure.* Except as specifically modified by this section, the procedures to be followed by the planning board and town council in reviewing, granting, or denying any petition for a conditional district shall

be the same as those established for zoning map amendments (see Code section 20-1504). The following additional procedures shall also apply for the approval of conditional districts:

- (1) *Initial consideration by town council.* Petitions for conditional districts shall be initially reviewed by town council. After its initial consideration of a petition for a conditional district, town council shall refer the request to the planning board for the full review process as required by G.S. Chapter 160D. Initial consideration of such petitions are intended to provide town council with the opportunity to express their preliminary thoughts related to the petition but shall not serve as a final determination on same.
- (2) *Community meeting.* Before a public hearing may be held by the town council on a petition for a conditional district the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review. Notice of the community meeting shall be posted on the property and mailed to all the property owners within 200 feet of the property boundaries not more than 25 days nor less than ten days prior to the meeting.
- (f) *Approval and ordinance.* If a petition for a conditional district is approved, the development and use of the property shall be governed by the ordinance establishing the conditional district, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved conditional district. Each conditional district will be given a special number, distinguishing such conditional district from another zoning district. Each ordinance adopted by town council which establishes a conditional district within the town is hereby incorporated into this chapter as a separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.
- (g) *Time limits.* Time limits for the completion of the project's infrastructure and completion of construction may be established as conditions of the conditional district, subject to consent of the property owner. Extensions to established time frames shall be subject to the approval of town council.
- (h) *Phasing of projects.* Project phasing must be reviewed and approved with the conditional district. Phases must be shown on the site plan that is adopted in conjunction with the ordinance approving the conditional district and the time periods related to the phasing must also be addressed in said ordinance.
- (i) *Performance guarantees.* At the discretion of the town council, the property owner may be required to post performance guarantees to guarantee the successful completion of required improvements included in the approved conditional district. Such performance guarantees are subject to the provisions of G.S. 160D-804.1.
- (j) *Judicial review.* Conditional district decisions under this section are legislative decisions that are presumed valid if there is a reasonable basis for the decision.
- (k) *Future variance request.* Properties subject to a conditional district are not eligible for variances on the approved project.
- (l) *Maintaining the conditional district.* A conditional district is a rezoning which represents both a text and map amendment and as such is must be maintained after the sale of the property district.
- (m) *Modifications.* Minor modifications and major amendments to approved conditional districts shall be in accordance with Code section 20-1303.

-
- (n) *Final plat approval process.* All water, sewer, stormwater infrastructure, and all street, sidewalk, and similar improvements must be installed and verified as complete by the appropriate authority prior to final plat review. Once the required infrastructure is complete, the final plat is to be reviewed by the zoning administrator and the technical review committee for compliance with the relevant portions of the ordinance approving the conditional district for the project. Upon finding that the required infrastructure is complete and the final plat is in compliance with the ordinance, the planning director, or their designee, shall approve the final plat and authorize the recordation of same. Final plats must contain all applicable information as set out in Code section 20-2504 and Code section 20-2505.
- (o) *Issuance of zoning permits.* The zoning administrator shall not issue a zoning permit until a final plat has been approved and recorded.

(Ord. of 5-24-2021(1) , § 5)

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Recorded: 03/27/2023 at 12:58:39 PM
Fee Amt: \$51.00 Page 1 of 9
Workflow# 0000818596-0003
Buncombe County, NC
Drew Reisinger Register of Deeds

BK **6305** PG **1660-1668**

PREPARED BY AND RETURN TO:

Jennifer O. Jackson, Weaverville Town Attorney
✓ 30 South Main Street, Weaverville, NC, 28787

**NON-STANDARD
FILING**

**COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA**

**ORDINANCE ESTABLISHING THE CONDITIONAL DISTRICT
DESIGNATED AS CD-7 FOR 171 MONTICELLO ROAD**

WHEREAS, the property located at 171 Monticello Road is owned by Betty Hollifield Roberts as described in Deed Book 1245 at Page 551, Buncombe County Registry, and bearing Buncombe County Parcel Identification Number 9733-60-3503;

WHEREAS, a petition requesting conditional district zoning on property located at 171 Monticello Road, Weaverville, North Carolina, was submitted to the Town of Weaverville by Betty Hollifield Roberts on October 18, 2022, with a voluntary annexation petition; and

WHEREAS, by contemporaneous adoption of an annexation ordinance by the Weaverville Town Council the property described herein is now located within the municipal jurisdiction of the Town of Weaverville;

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

WHEREAS, the proposed development is an affordable housing project consisting of 156 units and amenities on 10.68+/- acres and the Town's Code of Ordinances requires that a conditional district be created for a multifamily development with a density higher than 12 units per acre; and

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

WHEREAS, the Planning Board of the Town of Weaverville has reviewed the project and submitted a favorable recommendation along with its statement finding the reasonableness of the project and consistency with the Comprehensive Land Use Plan in that it supports the existing land uses and the growth contemplated by the Comprehensive Land Use Plan; and

WHEREAS, the property owner held a community meeting on November 20, 2022, as required by Town Code Sec. 20-3203(e)(2) and after proper notice, and provided a report to Town Council; and

WHEREAS, after proper notice required by law, Town Council held a public hearing on this application on January 17, 2023, in accordance with North Carolina law, at which time public input on this proposed development was taken;

WHEREAS, Town Council adopts the Planning Board's findings that the project is consistent with the Town's Comprehensive Land Use and reasonable and hereby approves such project with the conditions set forth below;

WHEREAS, as indicated by signatures below, the property owner, Betty Hollifield Roberts, and the developer, LDG Multifamily, LLC, have consented to all conditions set forth herein, which are hereby found to be reasonable and relevant;

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

1. The zoning classification of that certain real property described in Book 1245 at Page 551, Buncombe County Registry and which bears Buncombe County Parcel Identification Number 9733-60-3503 is designated as a conditional district known as CD-7 and is subject to compliance with the conditions set out herein. The official zoning map of the Town of Weaverville shall be amended to reflect this change upon the effective date of this ordinance.
2. The following conditions shall apply:
 - a. The project shall be constructed in substantial compliance with the Conditional District Site Plan dated 9 January 2023, and the data shown thereon, a copy of which is attached hereto.
 - b. The maximum allowed number of residential units in the Project is 156.
 - c. 100% of the total units in the Project shall be affordable housing units (as defined in the Buncombe County Code for Community Oriented Development, Buncombe Code sec. 78-650). Said units shall be maintained as affordable for a period of 30 years. In order to monitor compliance with this condition, LDG (or the owner) shall, upon request of the Town, provide the Town with such documentation regarding affordability of units in the Project as has been provided to the federal or State government in order to maintain LDG's eligibility for assistance and/or tax credits, provided that such information shall not reveal any information regarding the income of particular residents or other personal or private information.

- d. The maximum allowed density on the property is 14.61 units per acre, which reflects a “density bonus” for the Affordable Housing aspect of this project. If the Project fails to achieve or fails to maintain the required Affordable Housing within the 30-year period, then the maximum density on the property will revert to 12 units per acre, as allowed by R-12 zoning.
- e. The property shall not be eligible for subdivision for as long as this conditional zoning ordinance remains in effect.
- f. The number of units allowed in each building shall be as shown on the approved Site Plan, and may exceed 24 units per building.
- g. Related to pedestrian safety, LDG will:
 - i. construct and maintain an ADA accessible internal sidewalk network substantially as shown on the approved site plan;
 - ii. construct and maintain an ADA accessible sidewalk along the entire Monticello Road frontage of the Property as shown on the approved site plan;
 - iii. pay \$150,000 to the Town of Weaverville [sidewalk fund] as a fee in lieu of making other pedestrian or traffic improvements in the area, which improvements may include, without limitation:
 - 1. Sidewalk along Monticello Road (outside of the boundaries of the Property) to the intersection of Monticello Road and Northcrest Road;
 - 2. A pedestrian crosswalk across Monticello Road;
 - 3. Sidewalk along Northcrest Road;
 - 4. Traffic or pedestrian crossing signals associated with the above;
 - 5. Costs associated with design, construction, and installation of the pedestrian and/or traffic improvements described above.

Said payment shall be made upon the closing of the financing for construction of the Project, and in any event not later than 5 business days after said closing.
 - iv. negotiate in good faith with the owners of Northcrest Commons and others for the easements or right of way for the sidewalks and other pedestrian facilities on that property.

Nothing herein will prohibit LDG from agreeing to further participation in these improvements when said improvements have been designed and cost estimates have been provided.
- h. A traffic impact study/analysis is required by Sec. 20-3208(n). All traffic improvements required or recommended by NCDOT in the traffic impact study/analysis must be constructed and/or installed, to the extent that said improvements can be installed and/or constructed on property owned or controlled by LDG or NCDOT.

- i. All driveways/streets within the project shall be private. Said private driveways/streets shall be constructed to standards set forth in the North Carolina Department of Transportation subdivision road minimum construction standards, as required by Weaverville Code Sec. 24-83.
- j. The number of off-street parking spaces provided shall be determined by the developer, but shall be adequate to accommodate the multifamily residential use of the property, with the understanding that parking on or along Monticello Road is expressly prohibited.
- k. Construction related vehicles must be parked on the property and not on the public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on the public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Code Section 22-48.
- l. All outdoor lighting on the property shall comply with the outdoor lighting provisions of Code Section 20-3324. A plan shall be submitted and approved as required by Sec. 20-3603.
- m. One (1) freestanding sign per entrance is allowed pursuant to Code Section 20-4106, subsection (c), as long as said sign is no larger than 50 square feet of surface area per side of sign, up to a maximum of 100 square feet of aggregate surface area. Directional signs consistent with Code Section 20-4107(g) are allowed, and included directional signs which are not over six feet in sign height and which do not have a surface area greater than four square feet per side up to a maximum of eight square feet in aggregate surface area for all sides per sign. Notwithstanding anything herein to the contrary, signage required by federal or state is allowed.
- n. A minimum 35-foot landscape buffer must be maintained or installed along the western boundary of the property as shown on the approved Site Plan. Twenty feet of the 35-foot landscaped buffer must be undisturbed with existing trees and shrubbery maintained. Maintenance of the undisturbed area can include the removal of trees that are deemed dangerous, but must be replaced. Landscaping that is installed must comply with the list of recommended species that is maintained by the Town's Planning Department. A landscaping plan meeting the requirements of Town Code Sec 20-3403 must be submitted and approved in conjunction with a zoning permit application. If any revisions to the landscaping are required in order to comply with environmental ordinances administered by Buncombe County, approval of such revisions shall not be unreasonably withheld by the Town. Any landscaping required by the plan shall be maintained in accordance with Sec. 20-3404(e).
- o. Compliance with Buncombe County sedimentation and erosion control standards and with Buncombe County's stormwater regulations is required. All permitting and inspections on these issues will be conducted through Buncombe County.

- p. Onsite amenities shall be provided for the residents of the project as shown on the approved Site Plan. At a minimum, such amenities shall include or be substantially similar to the following: swimming pool, community building with multipurpose room and resident computer center, onsite leasing office, bicycle storage, covered picnic area with tables and grilling area, furnished fitness center/exercise room, commercial grade playground equipment, and toddler play lot.
 - q. This project is subject to a final review by the Town's technical review committee prior to issuance of any permits.
 - r. A zoning permit required by Sec. 20-3110 shall be applied for within one year from the effective date of the Conditional District Ordinance. Upon request of the owner/developer, Town Council may, in its sole discretion, grant such extension as Town Council deems appropriate under the circumstances. Progress on the construction of the Project and the establishment of vested rights shall thereafter be governed by NCGS 160D-108.
 - s. Code Section 20-3203 shall continue to govern the project including, but not limited, to those provisions regarding issuance of zoning permits, modifications (in accordance with Code Section 20-1303), appeals, and final plat approval.
 - t. The Conditional Zoning Ordinance shall be recorded in the Buncombe County Register of Deeds, and shall be binding on the property owner, her successors and assigns.
 - u. The conditional district zoning will be valid for five years from the date of approval by Town Council with building permits obtained within this 60-month period. Failure to obtain building permits within this time frame shall render the approval null and void.
2. This ordinance, including the conditions contained herein, shall be enforced as provided in Article III of Part 1 of Chapter 20 of the Weaverville Town Code, and Chapter 160D of the N.C. General Statutes.
 3. That the Town Zoning Administrator is hereby authorized and directed to make the changes as herein enacted on the official zoning map with said Conditional District labeled as "CD-7" and to issue a zoning permit for the improvements that are to be made in compliance with this Conditional District.
 4. That if any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, it will be up to Town Council to determine if the validity of the remaining portions of this ordinance is affected.
 5. That all ordinances and clauses of ordinances contained within the Town's Code of Ordinance which are in conflict herewith, are hereby repealed to the extent of such conflict.
 6. That this ordinance is effective immediately.

ADOPTED THIS the 27th day of February, 2023, with a vote of 5 for and 1 against, with Councilmember Doug Jackson excused from the vote due to a conflict of interest.

P. Fitzsimmons
PATRICK FITZSIMMONS, Mayor

J. Eller
JAMES ELLER, Town Clerk

OWNER/DEVELOPER CONSENT TO CONDITIONS: By signing below I acknowledge that I am the respective owner and developer of the property, and that I have read, agree, and accept the conditions set forth in this Ordinance.

OWNER:

see separate page
BETTY HOLLIFIELD ROBERTS

DEVELOPER:

LDG MULTIFAMILY, LLC
see separate page
CHRIS DISCHINGER, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

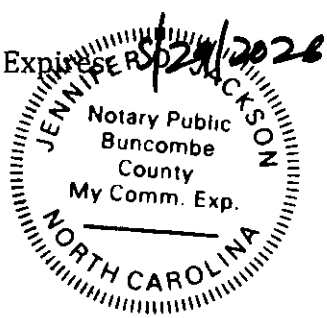
I, *Jennifer O. Jackson*, a Notary Public of Buncombe County, North Carolina, certify that **JAMES ELLER** personally came before me this day and acknowledged that he is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given, the foregoing instrument was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

Witness my hand and official seal, this the *28th* day of *February*, 2023.

[Signature]
Notary Public

My Commission Expires *5/24/2028*

[Notary Seal]



ADOPTED THIS the 27th day of February, 2023, with a vote of 5 for and 1 against, with Councilmember Doug Jackson excused from the vote due to a conflict of interest.

PATRICK FITZSIMMONS, Mayor

JAMES ELLER, Town Clerk

OWNER/DEVELOPER CONSENT TO CONDITIONS: By signing below I acknowledge that I am the respective owner and developer of the property, and that I have read, agree, and accept the conditions set forth in this Ordinance.

OWNER:

Betty Hollifield Roberts
BETTY HOLLIFIELD ROBERTS
HOLLIFIELD
BR

DEVELOPER:

LDG MULTIFAMILY, LLC

CHRIS DISCHINGER, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

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

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

Notary Public

My Commission Expires:

[Notary Seal]

ADOPTED THIS the 27th day of February, 2023, with a vote of 5 for and 1 against, with Councilmember Doug Jackson excused from the vote due to a conflict of interest.

PATRICK FITZSIMMONS, Mayor

JAMES ELLER, Town Clerk

OWNER/DEVELOPER CONSENT TO CONDITIONS: By signing below I acknowledge that I am the respective owner and developer of the property, and that I have read, agree, and accept the conditions set forth in this Ordinance.

OWNER:

BETTY HOLLIFIELD ROBERTS

DEVELOPER:

LDG MULTIFAMILY, LLC



CHRIS DISCHINGER, Managing Member

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

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

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

Notary Public

My Commission Expires:

[Notary Seal]



January 12, 2024

Mr. James Eller
Weaverville Planning
14 S. Main Street
Weaverville, NC 28787

RE: 171 Monticello Rd Sidewalk Engineering Cost Estimate

This letter is an Engineering Estimate of Probable Cost to construct a 5' wide sidewalk along the 710' (670LF of Sidewalk) of frontage of 171 Monticello Rd less the approximately 40' wide driveway for the proposed Meribel Development. Additional 10' of sidewalk assumed to connect to where the onsite sidewalk ends at the R/W.

Item	Cost Per Unit	Unit	Quantity	Total Cost
Topo Survey	\$5,000	Lump Sum	1	\$5,000
Design and Permitting	\$15,000	Lump Sum	1	\$15,000
Contractor Mobilization	\$5,000	Lump Sum	1	\$5,000
Grading and Erosion Control	\$35	Linear ft	670'	\$23,450
Concrete Sidewalk	\$50	Linear ft	680'	\$33,500
4" of compacted stone under sidewalk	\$50	Cubic Yd	75	\$3,750
ADA Sidewalk Ramps	\$2,000	Per Ramp	2	\$4,000
Storm Box and 20 LF of 15" RCP	\$7,500	Lump Sum	1	\$7,500
Closeout and As-Built Survey	\$10,000	Lump Sum	1	\$10,000
Sub-Total				\$107,200
5% Contingency				\$5,360
Total				\$112,560

Please note, the above is for estimating purposes only. Bid prices will vary.

Please contact me at (984) 275-3905 or Ashton.Smith@kimley-horn.com should you or your staff have any questions concerning this estimate.

Sincerely,

Ashton Smith, PE
Project Manager

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 22, 2024

Subject: Planning Department Report for the 4th Quarter of Calendar Year 2023 and Calendar Year End

Presenter: Planning Director

Attachments: Planning Department Report – Q4, 2023 and Year End

Description:

Attached you will find a report reflective of permits issued in October, November and December 2023 and Planning Board and Board of Adjustment activity during the same time. Year end numbers as well as year over year comparisons have also been provided.

Action Requested:

None



Planning Department Report – Q4 Calendar Year 2023

Zoning Permits: Total: 21

Single Family, New Construction: 3

Single Family, Addition or Upfit: 14

Multifamily, New Construction: 0

Commercial, New Construction: 1

Commercial, Addition or Upfit: 3

Planning Department Report – Year End 2023

Total Number of Zoning Permits Issued in 2023: 117

Single Family Residential, 20 new construction; 71 addition or upfit

Multifamily Residential, 3 new construction (497 total units)

Commercial, 2 new construction; 21 addition or upfit

Year over Year Zoning Permit Comparisons

2022: Residential, 82; Commercial, 16; Total, 98

2021: Residential, 155; Commercial, 27; Total, 182

2020: Residential, 101; Commercial, 25; Total, 126

2019: Residential, 102; Commercial, 25; Institutional, 2; Total, 129

2018: Residential, 100; Commercial, 23; Total, 123

2017: Residential, 102; Commercial, 18; Total, 120

2016: Residential, 79; Commercial, 8; Total, 87

2015: Residential, 27; Commercial, 4; Total, 31

2014: Residential, 49; Commercial, 4; Total, 53 (with ETJ)

Meetings of the Planning Board and Board of Adjustment

Planning Board Activity:

October: The Board reviewed and offered recommendations to Town Council on the initial zoning upon annexation of the properties or projects commonly know as Reems Creek recombination areas, 300 Hamburg Road, and Northridge Farms. The Board also provided a recommendation regarding the update to the comprehensive land use plan. Staff also reviewed responses provided from identified stakeholders related to short term rentals from the Planning Department, Police Department, Public Works Department and the Weaverville Business Association.

November: No meeting of the Planning Board in November.

December: The Board reviewed information and offered recommendations to Town Council on the topics of fee in lieu of sidewalk construction and conservation subdivisions. During the Board's meeting a facilitated listening session related to short term rentals was also conducted.

Board of Adjustment Activity:

The Board of Adjustment did not meet during this time.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 22, 2024
Subject: Departmental Quarterly Report: Finance
Presenter: Town Finance Director
Attachments: Quarterly Report – 2nd Quarter FY 2024

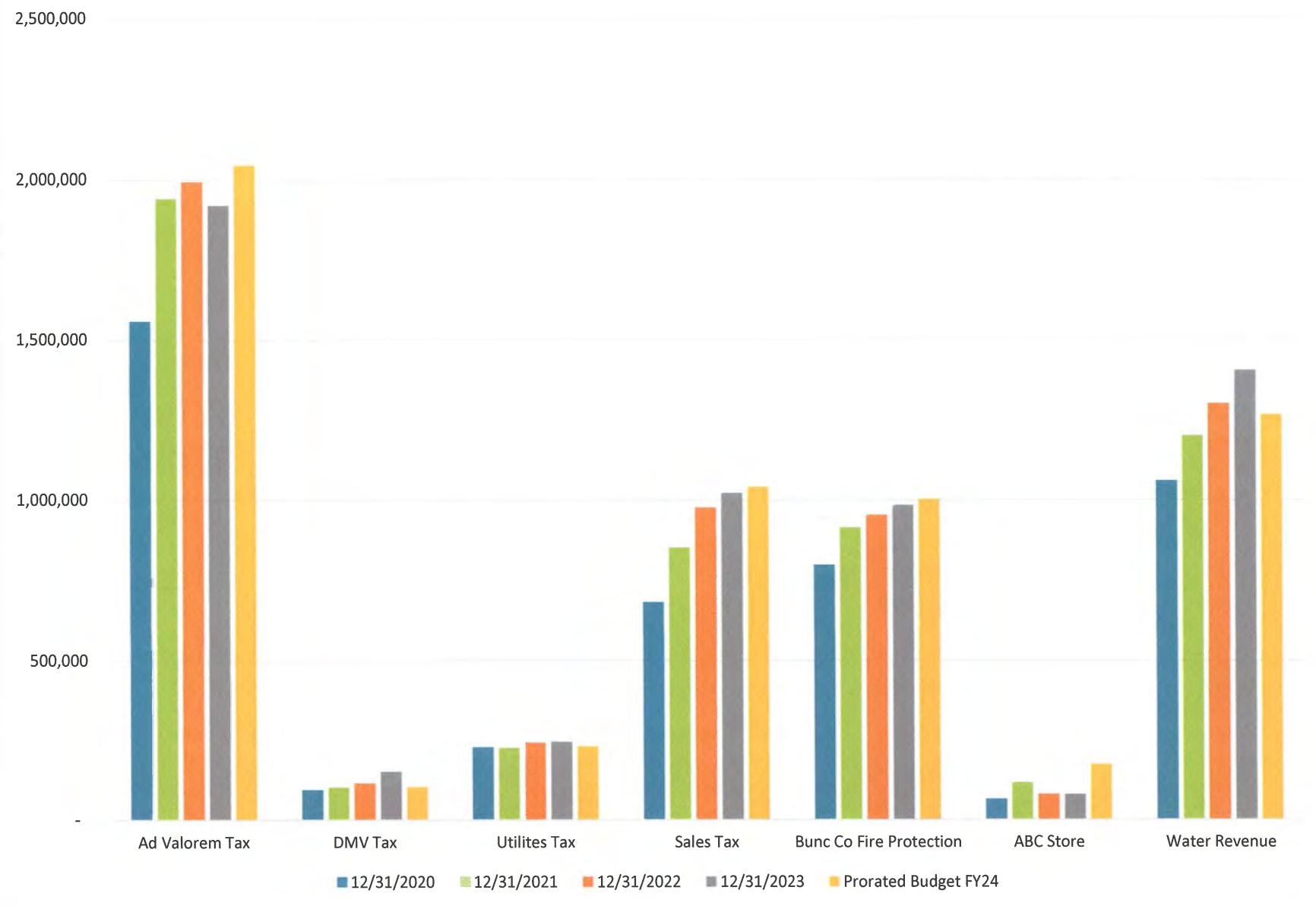
Description:

Attached please find the Finance Department's quarterly report, with charts summarizing revenues and expenditures as of 12/31/2023, as well as updated summaries of the Recreation Complex Project, the Water Treatment Plant Expansion Project, the Water System Resiliency Project, and the ARP Grant Fund Project.

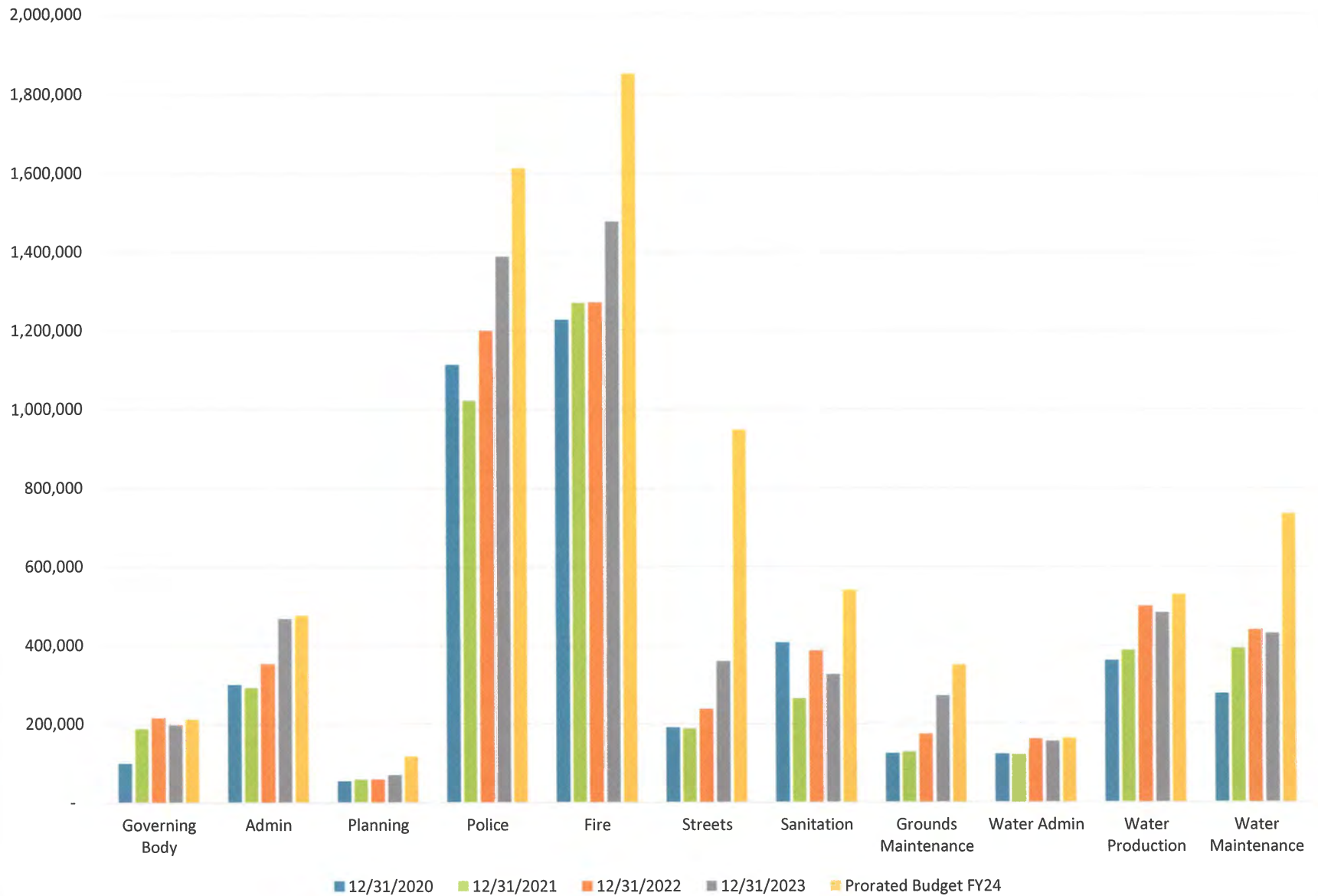
Council Action Requested:

No action requested.

YTD Revenue Analysis



YTD Expenditure Analysis



TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2023-2024

10/01/2023 TO 12/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
010-004-300-04010 PRIOR YEAR TAX REVEI	-2,037.93	-773.17	6,000.00	113
010-004-300-04020 AD VALOREM TAX REVI	1,726,381.41	1,919,721.00	4,089,368.00	53
010-004-300-04025 DMV TAX REVENUE	63,192.05	152,411.15	210,657.00	28
010-004-300-04030 TAX PENALTIES & INTE	9,092.06	9,932.47	6,000.00	-66
010-004-300-05010 UTILITIES TAX	138,792.18	245,401.72	466,961.00	47
010-004-300-05040 BEER & WINE TAX	0.00	0.00	17,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	81,892.10	148,439.71	134,558.00	-10
010-004-300-05060 LOCAL GOVT SALES TA	515,537.32	1,020,933.40	2,082,422.00	51
010-004-300-06040 ABC STORE DISTRIBUTI	79,634.63	79,634.63	350,000.00	77
010-004-300-06045 ABC STORE - ALCOHOL	3,246.00	3,246.00	3,246.00	0
010-004-300-06050 ABC STORE - POLICE DE	2,318.57	2,318.57	2,318.57	0
010-004-300-07070 GRANT FUNDS	0.00	0.00	18,000.00	100
010-004-300-09015 CELL TOWER REVENUE	5,562.84	11,125.68	22,300.00	50
010-004-300-09020 MISCELLANEOUS REVE	2,894.00	4,676.81	6,500.00	28
010-004-300-09022 CONTRIBUTIONS COMM	0.00	288.06	0.00	0
010-004-300-09028 COPS FOR KIDS	10,342.42	10,374.87	9,595.37	-8
010-004-300-09030 INTEREST EARNED	124,799.54	252,705.49	307,688.00	18
010-004-300-09031 INTEREST EARNED POW	10,739.64	20,208.92	28,500.00	29
010-004-300-09040 PLANNING & ZONING FI	5,028.80	8,828.80	18,000.00	51
010-004-300-09041 FACILITY USE RENTAL I	15,860.91	32,809.62	64,197.00	49
010-004-300-09044 PARKING ENFORCEMEN	560.00	1,440.00	3,098.00	54
010-004-300-09050 SALE OF PROPERTY	20,375.00	21,739.00	10,000.00	-117
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	3,603,861.92	100
030-004-300-08010 WATER REVENUE	713,170.02	1,404,598.02	2,534,300.00	45
030-004-300-08020 MISCELLANEOUS REVE	10,710.00	15,492.50	20,000.00	23
030-004-300-08030 WATER TAPS	1,500.00	7,500.00	22,680.00	67
030-004-300-08040 SYSTEM DEVELOPMEN	19,650.00	64,650.00	95,254.00	32
030-004-300-08060 FEES FOR MSD COLLEC	20,152.43	39,414.39	73,300.00	46
030-004-300-09030 INTEREST EARNED	0.00	0.00	131,800.00	100
030-004-310-09900 APPROPRIATED FUND B	0.00	0.00	296,146.25	100
040-004-300-09045 FIRE INSPECTION FEEES	100.00	500.00	500.00	0
040-004-610-09900 BUNC CO FIRE PROTECT	492,409.96	983,156.34	2,007,097.00	51
TOTAL REVENUE	4,071,903.95	6,460,773.98	16,641,348.11	61
OTHER FINANCING SOURCE:				
040-000-300-60010 TRANSFER FROM GENE	0.00	0.00	1,750,251.00	100
TOTAL OTHER FINANCING SOURCE	0.00	0.00	1,750,251.00	100
AFTER TRANSFERS	4,071,903.95	6,460,773.98	18,391,599.11	
320 TRANSFERS				
OTHER FINANCING USE:				
010-004-320-60500 TRANSFER TO NBFD SPI	0.00	0.00	1,750,251.00	100
TOTAL OTHER FINANCING USE	0.00	0.00	1,750,251.00	100

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2023-2024

10/01/2023 TO 12/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-1,750,251.00</u>	
411 GOVERNING BODY				
EXPENDITURE:				
010-410-411-12100 SALARIES & WAGES	9,950.00	19,100.00	36,600.00	48
010-410-411-12110 SALARIES & WAGES - LI	25,692.30	45,307.68	95,372.00	52
010-410-411-18100 FICA	2,707.49	4,891.34	10,096.00	52
010-410-411-18200 RETIREMENT	3,324.57	5,862.81	11,540.00	49
010-410-411-18210 401-K MATCH	1,541.54	2,718.47	5,722.00	52
010-410-411-18300 HEALTH INSURANCE	3,112.16	6,219.92	9,000.00	31
010-410-411-18500 EMPLOYEE INCENTIVE	0.00	0.00	10,000.00	100
010-410-411-19000 PROFESSIONAL SERVICE	25,056.25	37,752.87	62,000.00	39
010-410-411-19500 CONTRACT LABOR	150.00	925.00	15,000.00	94
010-410-411-26000 SUPPLIES / MATERIALS	1,404.36	1,404.36	500.00	-181
010-410-411-31000 TRAVEL & TRAINING	1,112.44	2,666.24	1,000.00	-167
010-410-411-35100 BUILDING REPAIR / MAINT	2,041.11	11,013.20	17,833.00	38
010-410-411-39100 ADVERTISING	1,978.08	2,423.08	4,500.00	46
010-410-411-39200 NEWS LETTERS	0.00	0.00	1,000.00	100
010-410-411-39300 PRINTING	0.00	400.00	600.00	33
010-410-411-39500 DUES & SUBSCRIPTIONS	0.00	40.00	500.00	92
010-410-411-39510 COMMUNITY PROMOTION	10,740.78	46,908.00	103,980.00	55
010-410-411-39520 ELECTION EXPENSES	0.00	0.00	22,000.00	100
010-410-411-39530 PUBLIC WI-FI	4,500.00	9,000.00	18,000.00	50
010-410-411-40450 INSURANCE	0.00	254.28	662.00	62
TOTAL EXPENDITURE	<u>93,311.08</u>	<u>196,887.25</u>	<u>425,905.00</u>	<u>54</u>
BEFORE TRANSFERS	<u>-93,311.08</u>	<u>-196,887.25</u>	<u>-425,905.00</u>	
AFTER TRANSFERS	<u>-93,311.08</u>	<u>-196,887.25</u>	<u>-425,905.00</u>	
412 ADMINISTRATION				
EXPENDITURE:				
010-410-412-12100 SALARIES & WAGES	113,717.81	204,950.64	420,995.00	51
010-410-412-18100 FICA	8,439.80	15,195.65	32,206.00	53
010-410-412-18200 RETIREMENT	14,715.11	26,520.62	54,477.00	51
010-410-412-18210 401-K MATCH	6,792.34	12,266.31	25,260.00	51
010-410-412-18300 HEALTH INSURANCE	17,163.86	36,268.58	59,725.00	39
010-410-412-18400 RETIREE HEALTH INSURANCE	1,581.96	4,295.58	11,129.00	61
010-410-412-19000 PROFESSIONAL SERVICE	15,173.97	24,016.55	95,230.00	75
010-410-412-19600 TAX COLLECTION FEES	34,668.70	38,577.60	81,787.00	53
010-410-412-25000 VEHICLE SUPPLIES	2,746.37	2,790.31	1,100.00	-154
010-410-412-26000 SUPPLIES / MATERIALS	5,179.67	13,858.94	18,000.00	23
010-410-412-31000 TRAVEL & TRAINING	2,756.36	5,859.81	10,000.00	41
010-410-412-32100 TELEPHONE / INTERNET	4,320.33	8,764.81	14,973.00	41
010-410-412-32500 POSTAGE	400.00	800.00	3,000.00	73
010-410-412-33100 UTILITIES	1,149.34	2,437.47	5,800.00	58

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2023-2024

10/01/2023 TO 12/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-412-35100 BUILDING REPAIR / MAINT	18,890.32	50,153.34	70,833.00	29
010-410-412-35200 EQUIPMENT MAINTENANCE	824.94	1,585.99	5,000.00	68
010-410-412-35300 VEHICLE MAINTENANCE	0.00	0.00	500.00	100
010-410-412-39100 ADVERTISING	0.00	0.00	500.00	100
010-410-412-39500 DUES & SUBSCRIPTIONS	409.42	1,737.81	4,600.00	62
010-410-412-39600 BANK SERVICE CHARGES	2,474.42	4,326.04	10,500.00	59
010-410-412-39800 ESC REIMBURSEMENT	0.00	0.00	8,000.00	100
010-410-412-40450 INSURANCE	0.00	6,426.85	9,932.00	35
010-410-412-50100 SMALL EQUIPMENT	0.00	6,667.10	10,000.00	33
TOTAL EXPENDITURE	251,404.72	467,500.00	953,547.00	51
BEFORE TRANSFERS	-251,404.72	-467,500.00	-953,547.00	
AFTER TRANSFERS	-251,404.72	-467,500.00	-953,547.00	

413 PLANNING

EXPENDITURE:

010-410-413-12100 SALARIES & WAGES	23,688.27	42,813.93	128,042.00	67
010-410-413-18100 FICA	1,808.84	3,268.86	7,095.00	54
010-410-413-18200 RETIREMENT	3,065.26	5,540.13	12,001.00	54
010-410-413-18210 401-K MATCH	1,421.29	2,568.82	5,564.00	54
010-410-413-18300 HEALTH INSURANCE	3,109.74	6,215.08	10,398.00	40
010-410-413-19000 PROFESSIONAL SERVICES	4,607.83	5,607.16	22,000.00	75
010-410-413-25000 VEHICLE SUPPLIES	0.00	0.00	1,200.00	100
010-410-413-26000 SUPPLIES / MATERIALS	11.50	11.50	500.00	98
010-410-413-31000 TRAVEL & TRAINING	1,750.00	1,750.00	1,300.00	-35
010-410-413-32100 TELEPHONE / INTERNET	479.12	944.14	2,100.00	55
010-410-413-32500 POSTAGE	827.21	827.21	1,000.00	17
010-410-413-35300 VEHICLE MAINTENANCE	278.20	318.20	3,000.00	89
010-410-413-39100 ADVERTISING	0.00	0.00	1,000.00	100
010-410-413-40450 INSURANCE	0.00	519.19	602.00	14
010-410-413-50100 SMALL EQUIPMENT	0.00	0.00	500.00	100
010-410-413-50500 CAPITAL EQUIPMENT	0.00	0.00	40,175.00	100
TOTAL EXPENDITURE	41,047.26	70,384.22	236,477.00	70
BEFORE TRANSFERS	-41,047.26	-70,384.22	-236,477.00	
AFTER TRANSFERS	-41,047.26	-70,384.22	-236,477.00	

431 POLICE

EXPENDITURE:

010-430-431-12100 SALARIES & WAGES	364,866.82	657,874.59	1,534,656.92	57
010-430-431-12500 SEPARATION ALLOWANCE	11,277.98	20,944.82	42,407.00	51
010-430-431-18100 FICA	27,341.51	49,384.46	117,230.00	58
010-430-431-18200 RETIREMENT	50,693.81	91,467.25	209,197.00	56
010-430-431-18210 401-K MATCH	20,070.23	34,703.27	89,401.00	61
010-430-431-18300 HEALTH INSURANCE	54,138.56	103,856.38	216,527.00	52

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01/15/2024 4:53:41PM

Page 3

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2023-2024

10/01/2023 TO 12/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-430-431-18400 RETIREE HEALTH INSURANCE	6,889.78	13,695.77	32,175.00	57
010-430-431-19000 PROFESSIONAL SERVICES	30,576.66	35,664.53	149,291.00	76
010-430-431-19600 COUNTY DISPATCH FEE	0.00	0.00	63,424.00	100
010-430-431-25000 VEHICLE SUPPLIES	6,520.57	15,955.39	64,690.00	75
010-430-431-26000 SUPPLIES / MATERIALS	3,602.90	6,927.47	12,000.00	42
010-430-431-26400 ALCOHOL EDUCATION / TRAINING	503.16	952.16	27,006.68	96
010-430-431-26450 ABC LAW ENFORCEMENT	0.00	0.00	19,290.49	100
010-430-431-26608 COPS FOR KIDS	0.00	0.00	10,013.63	100
010-430-431-26900 UNIFORMS	4,090.58	7,130.79	14,500.00	51
010-430-431-31000 TRAVEL & TRAINING	3,969.07	7,716.01	9,000.00	14
010-430-431-32100 TELEPHONE / INTERNET	5,695.92	11,671.34	25,028.00	53
010-430-431-32500 POSTAGE	122.59	122.59	200.00	39
010-430-431-33100 UTILITIES	1,118.49	2,415.94	6,486.00	63
010-430-431-35100 BUILDING REPAIR / MAINTENANCE	788.24	4,841.88	18,333.00	74
010-430-431-35200 EQUIPMENT MAINTENANCE	2,011.63	3,475.39	17,500.00	80
010-430-431-35300 VEHICLE MAINTENANCE	3,333.33	9,290.85	25,000.00	63
010-430-431-40450 INSURANCE	0.00	58,280.95	60,332.00	3
010-430-431-50100 SMALL EQUIPMENT	6,231.37	20,759.48	87,900.00	76
010-430-431-50300 CAPITAL IMPROVEMENTS	18,158.28	36,316.28	86,316.00	58
010-430-431-50500 CAPITAL EQUIPMENT	46,007.64	194,411.54	289,000.00	33
TOTAL EXPENDITURE	668,009.12	1,387,859.13	3,226,904.72	57
BEFORE TRANSFERS	-668,009.12	-1,387,859.13	-3,226,904.72	
AFTER TRANSFERS	-668,009.12	-1,387,859.13	-3,226,904.72	

434 FIRE

EXPENDITURE:

040-430-434-12100 SALARIES & WAGES	446,021.84	789,459.91	1,756,087.00	55
040-430-434-12800 RELIEF PAY	8,977.50	16,245.00	117,778.00	86
040-430-434-18100 FICA	33,107.93	58,698.44	143,350.00	59
040-430-434-18200 RETIREMENT	57,715.33	102,156.24	227,238.00	55
040-430-434-18210 401-K MATCH	20,840.88	37,122.55	105,365.00	65
040-430-434-18300 HEALTH INSURANCE	69,339.72	138,529.40	280,121.00	51
040-430-434-18400 RETIREE HEALTH INSURANCE	2,973.36	5,196.72	9,919.00	48
040-430-434-19000 PROFESSIONAL SERVICES	2,754.21	4,610.85	12,730.00	64
040-430-434-25000 VEHICLE SUPPLIES	15,255.28	20,084.95	36,200.00	45
040-430-434-26000 SUPPLIES / MATERIALS	4,193.37	7,055.26	12,000.00	41
040-430-434-26100 MEDICAL VACCINATIONS	0.00	260.00	12,000.00	98
040-430-434-26150 PREVENTION SUPPLIES	4,519.64	5,443.25	6,000.00	9
040-430-434-26260 MEDICAL EQUIP & SUPPLIES	2,181.30	4,408.00	13,500.00	67
040-430-434-26900 UNIFORMS	1,991.75	2,751.75	12,000.00	77
040-430-434-31000 TRAVEL & TRAINING	11,869.35	14,546.71	20,000.00	27
040-430-434-32100 TELEPHONE / INTERNET	5,399.59	11,788.86	23,924.00	51
040-430-434-33100 UTILITIES	4,321.11	8,095.54	15,800.00	49
040-430-434-35100 BUILDING REPAIR / MAINTENANCE	3,795.45	5,688.57	50,000.00	89
040-430-434-35200 EQUIPMENT MAINTENANCE	4,343.72	5,282.09	20,000.00	74

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040-430-434-35300 VEHICLE MAINTENANC	23,948.02	34,834.36	60,000.00	42
040-430-434-39500 DUES & SUBSCRIPTIONS	1,980.00	8,460.59	14,785.00	43
040-430-434-40450 INSURANCE	1,000.00	93,683.07	103,966.00	10
040-430-434-50100 SMALL EQUIPMENT	706.96	2,343.90	96,000.00	98
040-430-434-50300 CAPITAL IMPROVEMENT	0.00	5,000.00	75,544.00	93
040-430-434-50500 CAPITAL EQUIPMENT	40,213.25	95,334.50	480,000.00	80
TOTAL EXPENDITURE	<u>767,449.56</u>	<u>1,477,080.51</u>	<u>3,704,307.00</u>	<u>60</u>
BEFORE TRANSFERS	<u>-767,449.56</u>	<u>-1,477,080.51</u>	<u>-3,704,307.00</u>	
AFTER TRANSFERS	<u>-767,449.56</u>	<u>-1,477,080.51</u>	<u>-3,704,307.00</u>	
451 STREETS				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	51,127.11	95,250.39	184,810.00	48
010-450-451-18100 FICA	3,745.00	6,963.45	14,138.00	51
010-450-451-18200 RETIREMENT	6,615.89	12,324.10	23,914.00	48
010-450-451-18210 401-K MATCH	2,747.42	5,151.07	11,089.00	54
010-450-451-18300 HEALTH INSURANCE	7,670.56	16,554.02	48,985.00	66
010-450-451-19000 PROFESSIONAL SERVICES	395.96	798.95	7,500.00	89
010-450-451-19500 CONTRACT LABOR	0.00	0.00	23,000.00	100
010-450-451-19900 CONTRACT WORK	0.00	360.06	35,000.00	99
010-450-451-25000 VEHICLE SUPPLIES	2,620.39	4,793.26	11,500.00	58
010-450-451-26000 SUPPLIES / MATERIALS	5,610.84	10,144.10	40,000.00	75
010-450-451-26500 SAFETY MATERIALS	0.00	656.90	4,000.00	84
010-450-451-26900 UNIFORMS	1,670.34	1,670.34	3,000.00	44
010-450-451-31000 TRAVEL & TRAINING	0.00	0.00	5,000.00	100
010-450-451-32100 TELEPHONE / INTERNET	761.22	1,501.00	3,300.00	55
010-450-451-33100 UTILITIES	15,732.05	29,166.73	56,000.00	48
010-450-451-35100 BUILDING REPAIR / MAINT	112.40	362.40	2,000.00	82
010-450-451-35200 EQUIPMENT MAINTENANCE	0.00	401.46	7,800.00	95
010-450-451-35300 VEHICLE MAINTENANC	609.75	1,217.13	7,000.00	83
010-450-451-39500 DUES & SUBSCRIPTIONS	0.00	0.00	500.00	100
010-450-451-40450 INSURANCE	0.00	11,876.27	12,578.00	6
010-450-451-50100 SMALL EQUIPMENT	0.00	227.20	3,000.00	92
010-450-451-50300 CAPITAL IMPROVEMENT	159,929.39	159,929.39	1,394,000.00	89
TOTAL EXPENDITURE	<u>259,348.32</u>	<u>359,348.22</u>	<u>1,898,114.00</u>	<u>81</u>
BEFORE TRANSFERS	<u>-259,348.32</u>	<u>-359,348.22</u>	<u>-1,898,114.00</u>	
AFTER TRANSFERS	<u>-259,348.32</u>	<u>-359,348.22</u>	<u>-1,898,114.00</u>	
459 POWELL BILL				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	2,683.90	4,842.33	9,847.00	51
010-450-459-18100 FICA	191.14	344.14	753.00	54
010-450-459-18200 RETIREMENT	347.27	626.57	1,274.00	51

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010-450-459-18210 401-K MATCH	96.98	175.74	592.00	70
010-450-459-18300 HEALTH INSURANCE	303.34	602.52	1,510.00	60
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	0.00	409,944.00	100
TOTAL EXPENDITURE	3,622.63	6,591.30	423,920.00	98
BEFORE TRANSFERS	-3,622.63	-6,591.30	-423,920.00	
AFTER TRANSFERS	-3,622.63	-6,591.30	-423,920.00	
471 SANITATION				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	92,367.45	159,815.53	308,000.00	48
010-470-471-18100 FICA	6,832.74	11,791.89	23,562.00	50
010-470-471-18200 RETIREMENT	10,355.03	18,923.98	39,855.00	53
010-470-471-18210 401-K MATCH	3,706.37	6,718.67	18,480.00	64
010-470-471-18300 HEALTH INSURANCE	14,600.71	29,184.22	71,010.00	59
010-470-471-19000 PROFESSIONAL SERVICE	402.96	582.64	2,000.00	71
010-470-471-19500 CONTRACT LABOR	0.00	0.00	11,000.00	100
010-470-471-19900 CONTRACT WORK	0.00	554.16	0.00	0
010-470-471-25000 VEHICLE SUPPLIES	4,583.32	9,480.39	30,000.00	68
010-470-471-26000 SUPPLIES / MATERIALS	2,616.01	4,864.87	10,000.00	51
010-470-471-26500 SAFETY MATERIALS	0.00	1,046.08	9,000.00	88
010-470-471-26900 UNIFORMS	2,299.73	2,299.73	8,000.00	71
010-470-471-31000 TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-470-471-32100 TELEPHONE / INTERNET	465.72	920.25	1,890.00	51
010-470-471-33100 UTILITIES	562.40	1,176.77	4,000.00	71
010-470-471-35100 BUILDING REPAIR / MAINT	299.90	299.90	2,000.00	85
010-470-471-35200 EQUIPMENT MAINTENANCE	382.54	4,257.98	18,000.00	76
010-470-471-35300 VEHICLE MAINTENANCE	5,798.93	6,794.23	29,000.00	77
010-470-471-40100 TIPPING FEES	17,263.51	29,787.35	76,000.00	61
010-470-471-40450 INSURANCE	1,317.21	37,349.14	42,042.00	11
010-470-471-50100 SMALL EQUIPMENT	0.00	227.20	5,000.00	95
010-470-471-50500 CAPITAL EQUIPMENT	0.00	0.00	374,337.00	100
TOTAL EXPENDITURE	163,854.53	326,074.98	1,084,676.00	70
BEFORE TRANSFERS	-163,854.53	-326,074.98	-1,084,676.00	
AFTER TRANSFERS	-163,854.53	-326,074.98	-1,084,676.00	

473 STORMWATER MANAGEMENT

EXPENDITURE:

010-470-473-12100 SALARIES & WAGES	13,858.24	24,896.43	50,157.00	50
010-470-473-18100 FICA	1,014.40	1,818.34	3,837.00	53
010-470-473-18200 RETIREMENT	1,793.28	3,221.65	6,490.00	50
010-470-473-18210 401-K MATCH	703.42	1,274.20	3,009.00	58
010-470-473-18300 HEALTH INSURANCE	1,877.67	3,744.00	2,415.00	-55
010-470-473-19000 PROFESSIONAL SERVICE	0.00	0.00	5,000.00	100

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010-470-473-19500 CONTRACT LABOR	0.00	0.00	23,000.00	100
010-470-473-26000 SUPPLIES / MATERIALS	33.92	33.92	3,000.00	99
010-470-473-31000 TRAVEL / TRAINING	814.28	814.28	2,000.00	59
010-470-473-39500 DUES AND SUBSCRIPTIC	0.00	0.00	1,500.00	100
010-470-473-50300 CAPITAL IMPROVEMEN	0.00	0.00	136,000.00	100
010-470-473-50500 CAPITAL EQUIPMENT	0.00	320,837.04	321,000.00	0
TOTAL EXPENDITURE	20,095.21	356,639.86	557,408.00	36
BEFORE TRANSFERS	-20,095.21	-356,639.86	-557,408.00	
AFTER TRANSFERS	-20,095.21	-356,639.86	-557,408.00	
612 GROUNDS MAINTENANCE				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	49,109.88	84,703.54	166,915.00	49
010-600-612-18100 FICA	3,466.98	5,846.86	12,291.00	52
010-600-612-18200 RETIREMENT	5,747.03	10,242.82	20,790.00	51
010-600-612-18210 401-K MATCH	1,913.85	3,428.67	9,640.00	64
010-600-612-18300 HEALTH INSURANCE	10,674.15	19,316.77	26,799.00	28
010-600-612-19000 PROFESSIONAL SERVICE	1,771.42	2,258.54	3,000.00	25
010-600-612-19500 CONTRACT LABOR	0.00	0.00	23,000.00	100
010-600-612-19900 CONTRACT WORK	65.75	3,173.26	15,000.00	79
010-600-612-25000 VEHICLE SUPPLIES	1,628.21	2,542.17	7,500.00	66
010-600-612-26000 SUPPLIES / MATERIALS	47,832.60	52,070.21	62,533.15	17
010-600-612-26500 SAFETY MATERIALS	0.00	94.01	2,500.00	96
010-600-612-26900 UNIFORMS	1,011.51	1,011.51	2,800.00	64
010-600-612-31000 TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-600-612-32100 TELEPHONE / INTERNET	380.61	750.53	1,449.00	48
010-600-612-33100 UTILITIES	3,564.96	8,323.65	12,500.00	33
010-600-612-35100 BUILDING REPAIR / MAINT	112.40	112.40	1,000.00	89
010-600-612-35200 EQUIPMENT MAINTENANCE	20.00	20.00	5,000.00	100
010-600-612-35300 VEHICLE MAINTENANCE	85.00	201.91	1,100.00	82
010-600-612-40450 INSURANCE	0.00	5,341.38	7,938.00	33
010-600-612-50100 SMALL EQUIPMENT	0.00	227.20	1,500.00	85
010-600-612-50300 CAPITAL IMPROVEMENT	0.00	71,158.86	316,855.99	78
TOTAL EXPENDITURE	127,384.35	270,824.29	701,611.14	61
BEFORE TRANSFERS	-127,384.35	-270,824.29	-701,611.14	
AFTER TRANSFERS	-127,384.35	-270,824.29	-701,611.14	

614 COMMUNITY CENTER

EXPENDITURE:

010-600-614-12100 SALARIES & WAGES	16,051.37	31,486.56	85,582.00	63
010-600-614-18100 FICA	1,130.10	2,295.76	6,547.00	65
010-600-614-18200 RETIREMENT	2,077.06	4,074.37	11,074.00	63
010-600-614-18210 401-K MATCH	130.21	781.07	5,135.00	85

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010-600-614-18300 HEALTH INSURANCE	2,610.20	4,846.19	11,334.00	57
010-600-614-19000 PROFESSIONAL SERVICE	727.43	6,293.84	11,800.00	47
010-600-614-26000 SUPPLIES / MATERIALS	4,375.72	4,504.91	10,000.00	55
010-600-614-32100 TELEPHONE / INTERNET	2,864.51	6,119.60	13,123.00	53
010-600-614-33100 UTILITIES	2,236.94	4,371.66	10,780.00	59
010-600-614-35100 BUILDING REPAIR / MAINT	3,383.59	6,408.19	9,000.00	29
010-600-614-35200 EQUIPMENT MAINTENANCE	0.00	763.00	2,000.00	62
010-600-614-40450 INSURANCE	0.00	4,736.65	5,082.00	7
TOTAL EXPENDITURE	35,587.13	76,681.80	181,457.00	58
BEFORE TRANSFERS	-35,587.13	-76,681.80	-181,457.00	
AFTER TRANSFERS	-35,587.13	-76,681.80	-181,457.00	
711 WATER ADMINISTRATION				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	36,246.10	63,909.99	142,818.00	55
030-700-711-18100 FICA	2,678.33	4,712.68	10,924.00	57
030-700-711-18200 RETIREMENT	4,690.23	8,269.92	18,481.00	55
030-700-711-18210 401-K MATCH	2,190.49	3,780.65	8,569.00	56
030-700-711-18300 HEALTH INSURANCE	5,952.38	13,732.57	29,805.00	54
030-700-711-19000 PROFESSIONAL SERVICE	1,503.84	34,082.58	68,000.00	50
030-700-711-25000 VEHICLE SUPPLIES	108.81	302.66	2,000.00	85
030-700-711-26000 SUPPLIES / MATERIALS	904.86	1,711.02	3,200.00	47
030-700-711-26500 SAFETY MATERIALS	0.00	0.00	1,200.00	100
030-700-711-26900 UNIFORMS	486.65	486.65	400.00	-22
030-700-711-31000 TRAVEL & TRAINING	247.00	247.00	1,500.00	84
030-700-711-32100 TELEPHONE / INTERNET	1,338.84	2,638.77	4,990.00	47
030-700-711-32500 POSTAGE	3,876.85	6,476.65	13,000.00	50
030-700-711-35300 VEHICLE MAINTENANCE	10.00	40.00	1,000.00	96
030-700-711-39500 DUES & SUBSCRIPTIONS	860.00	3,655.00	3,500.00	-4
030-700-711-40450 INSURANCE	0.00	9,728.57	13,781.00	29
030-700-711-50100 SMALL EQUIPMENT	0.00	2,042.07	4,000.00	49
TOTAL EXPENDITURE	61,094.38	155,816.78	327,168.00	52
BEFORE TRANSFERS	-61,094.38	-155,816.78	-327,168.00	
AFTER TRANSFERS	-61,094.38	-155,816.78	-327,168.00	

712 WATER PRODUCTION

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	89,351.71	159,488.36	338,608.00	53
030-700-712-18100 FICA	6,588.31	11,740.57	25,904.00	55
030-700-712-18200 RETIREMENT	11,562.10	20,637.73	43,816.00	53
030-700-712-18210 401-K MATCH	4,380.60	7,815.77	20,316.00	62
030-700-712-18300 HEALTH INSURANCE	16,289.74	31,449.00	56,745.00	45
030-700-712-19000 PROFESSIONAL SERVICE	6,396.77	8,225.59	18,000.00	54

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030-700-712-19600 WATER TESTING / MAIN	2,292.00	4,833.00	17,000.00	72
030-700-712-19900 CONTRACT WORK	32.00	828.08	9,000.00	91
030-700-712-20000 CHEMICALS	20,764.42	22,101.02	90,000.00	75
030-700-712-25000 VEHICLE SUPPLIES	561.67	1,373.11	5,000.00	73
030-700-712-26000 SUPPLIES / MATERIALS	2,405.20	4,017.97	9,000.00	55
030-700-712-26500 SAFETY MATERIALS	9.03	9.03	1,500.00	99
030-700-712-26900 UNIFORMS	884.01	884.01	2,000.00	56
030-700-712-27001 LAB SUPPLIES	9,097.49	13,673.90	20,125.00	32
030-700-712-31000 TRAVEL & TRAINING	1,355.41	2,775.41	3,000.00	7
030-700-712-32100 TELEPHONE / INTERNET	803.10	1,695.19	5,500.00	69
030-700-712-33100 UTILITIES	25,108.01	49,529.64	110,000.00	55
030-700-712-34000 SLUDGE REMOVAL	75,743.64	76,763.64	76,763.63	0
030-700-712-35100 BUILDING REPAIR / MAI	4,042.12	14,072.89	27,343.00	49
030-700-712-35200 EQUIPMENT MAINTENA	39.99	66.84	8,000.00	99
030-700-712-35300 VEHICLE MAINTENANC	1,184.23	2,004.45	4,000.00	50
030-700-712-40450 INSURANCE	0.00	10,728.57	15,955.00	33
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	0.00	36,033.45	88,225.58	59
030-700-712-50500 CAPITAL EQUIPMENT	0.00	2,485.90	58,236.37	96
TOTAL EXPENDITURE	278,891.55	483,233.12	1,060,037.58	54
BEFORE TRANSFERS	-278,891.55	-483,233.12	-1,060,037.58	
AFTER TRANSFERS	-278,891.55	-483,233.12	-1,060,037.58	

713 WATER MAINTENANCE

EXPENDITURE:

030-700-713-12100 SALARIES & WAGES	92,752.17	170,307.61	358,533.00	52
030-700-713-18100 FICA	6,835.27	12,508.48	27,428.00	54
030-700-713-18200 RETIREMENT	12,002.08	22,037.71	46,394.00	52
030-700-713-18210 401-K MATCH	3,376.25	5,471.94	21,512.00	75
030-700-713-18300 HEALTH INSURANCE	17,441.97	33,972.84	81,615.00	58
030-700-713-18400 RETIREE HEALTH INSUF	3,959.15	10,345.72	21,099.00	51
030-700-713-19000 PROFESSIONAL SERVICI	1,013.16	1,853.38	35,000.00	95
030-700-713-19500 CONTRACT LABOR	0.00	0.00	46,000.00	100
030-700-713-19900 CONTRACT WORK	136.00	395.00	20,000.00	98
030-700-713-25000 VEHICLE SUPPLIES	1,437.50	3,758.50	19,400.00	81
030-700-713-26000 SUPPLIES / MATERIALS	23,055.58	27,797.91	115,374.37	76
030-700-713-26500 SAFETY MATERIALS	0.00	895.16	4,500.00	80
030-700-713-26900 UNIFORMS	2,550.54	2,550.54	7,000.00	64
030-700-713-31000 TRAVEL & TRAINING	670.00	770.00	4,400.00	83
030-700-713-32100 TELEPHONE / INTERNET	1,059.56	2,202.39	6,000.00	63
030-700-713-33100 UTILITIES	6,924.47	11,058.27	31,000.00	64
030-700-713-35100 BUILDING REPAIR / MAI	402.40	402.40	10,000.00	96
030-700-713-35200 EQUIPMENT MAINTENA	1,360.00	1,360.00	15,000.00	91
030-700-713-35300 VEHICLE MAINTENANC	509.90	1,227.99	6,900.00	82
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100

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TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2023-2024

10/01/2023 TO 12/31/2023

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
030-700-713-39500 DUES & SUBSCRIPTIONS	1,130.00	1,130.00	900.00	-26
030-700-713-40450 INSURANCE	0.00	9,728.53	13,976.00	30
030-700-713-50100 SMALL EQUIPMENT	0.00	227.20	8,500.00	97
030-700-713-50300 CAPITAL IMPROVEMENTS	0.00	81,334.00	541,967.00	85
030-700-713-50500 CAPITAL EQUIPMENT	0.00	28,896.92	29,036.30	0
TOTAL EXPENDITURE	<u>176,616.00</u>	<u>430,232.49</u>	<u>1,472,734.67</u>	<u>71</u>
BEFORE TRANSFERS	<u>-176,616.00</u>	<u>-430,232.49</u>	<u>-1,472,734.67</u>	
AFTER TRANSFERS	<u>-176,616.00</u>	<u>-430,232.49</u>	<u>-1,472,734.67</u>	
910 DEBT SERVICE				
EXPENDITURE:				
030-910-910-60020 USDA LOAN PAYMENT -	0.00	0.00	93,554.00	100
030-910-910-60030 RESERVE FOR BOND PA	13,493.00	13,493.00	204,986.00	93
040-910-910-91061 LOAN PAYMENT - FIRE	0.00	53,540.72	53,541.00	0
TOTAL EXPENDITURE	<u>13,493.00</u>	<u>67,033.72</u>	<u>352,081.00</u>	<u>81</u>
BEFORE TRANSFERS	<u>-13,493.00</u>	<u>-67,033.72</u>	<u>-352,081.00</u>	
AFTER TRANSFERS	<u>-13,493.00</u>	<u>-67,033.72</u>	<u>-352,081.00</u>	
999 OTHER FUNDING USES				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	20,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	<u>0.00</u>	<u>0.00</u>	<u>35,000.00</u>	<u>100</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-35,000.00</u>	
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-35,000.00</u>	

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

		BUDGETED	PAID IN FY 2022	PAID IN FY 2023	12/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:								
070-300-000-19900	CONSTRUCTION COST	425,000.00			316,596.71	316,596.71	108,403.29	26%
070-300-000-19002	ARCHITECTURAL FEES	14,500.00		12,872.22	1,894.80	14,767.02	(267.02)	-2%
070-300-000-19008	ENGINEERING FEES					-	-	0%
070-300-000-19003	FIXTURES & EQUIPMENT	16,583.06	16,295.00		7,763.46	24,058.46	(7,475.40)	-45%
070-300-000-19007	LANDSCAPING/SITE-WORK					-	-	0%
070-300-000-90000	CONTINGENCY	5,000.00				-	5,000.00	100%
TOTAL EXPENDITURE		461,083.06	16,295.00	12,872.22	326,254.97	355,422.19	105,660.87	23%
FINANCING SOURCE:								
070-000-300-60010	TRANSFER FROM GENERAL FUND	433,345.21		1,429.37	326,254.97	327,684.34	105,660.87	24%
	APPROPRIATED FUND BAL (FROM PHASE 1)	18,997.55	16,295.00	2,702.55		18,997.55	-	0%
070-000-300-60020	FUNDRAISING CONTRIBUTIONS	8,740.30		8,740.30		8,740.30	-	0%
TOTAL FINANCING SOURCE		461,083.06	16,295.00	12,872.22	326,254.97	355,422.19	105,660.87	23%

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

		BUDGETED	PAID IN FY 2021	PAID IN FY 2022	PAID IN FY 2023	12/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE
EXPENDITURE:								
061-300-000-19005	CONSTRUCTION ADMIN	- (TBD)	-	-	-	-	-	-
061-300-000-19007	LEGAL SERVICES	- (TBD)	-	-	-	-	-	-
061-300-000-19008	ENGINEERING FEES	1,270,680.00	23,850.00	316,029.98	9,375.00	22,882.50	372,137.48	898,542.52
061-300-000-19009	INTEREST ON INTERIM	- (TBD)	-	-	-	-	-	-
061-300-000-19900	CONSTRUCTION COST	- (TBD)	-	-	-	-	-	-
061-300-000-90000	CONTINGENCY	- (TBD)	-	-	-	-	-	-
TOTAL EXPENDITURE		1,270,680.00	23,850.00	316,029.98	9,375.00	22,882.50	372,137.48	898,542.52
FINANCING SOURCE:								
061-000-300-60031	TRANSFER FROM WATER CAPITAL RESERVE	349,255.00	23,850.00	316,029.98	9,375.00	22,882.50	372,137.50	(22,882.50)
061-000-300-60030	TRANSFER FROM WATER FUND	921,425.00	-	-	-	-	-	921,425.00
061-000-300-60035	PROCEEDS FROM DEBT	- (TBD)	-	-	-	-	-	-
TOTAL FINANCING SOURCE		1,270,680.00	23,850.00	316,029.98	9,375.00	22,882.50	372,137.50	898,542.50

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

	BUDGETED	PAID IN FY 2023	12/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:						
063-300-000-19003 FIXTURES AND EQUIPMENT	1,196,400.00	-	7,852.00	7,852.00	1,188,548.00	99%
063-300-000-19005 CONSTRUCTION ADMIN	- (TBD)	-	-	-	-	0%
063-300-000-19007 LEGAL SERVICES	- (TBD)	-	-	-	-	0%
063-300-000-19008 ENGINEERING FEES	98,500.00	16,750.00	11,250.00	28,000.00	70,500.00	72%
063-300-000-19009 INTEREST ON INTERIM	- (TBD)	-	-	-	-	0%
063-300-000-19900 CONSTRUCTION COST	- (TBD)	-	-	-	-	0%
063-300-000-90000 CONTINGENCY	- (TBD)	-	-	-	-	0%
TOTAL EXPENDITURE	1,294,900.00	16,750.00	11,250.00	28,000.00	1,259,048.00	97%
FINANCING SOURCE:						
063-000-300-60030 TRANSFER FROM WATER FUND	1,294,900.00	16,750.00	11,250.00	16,750.00	1,278,150.00	99%
TOTAL FINANCING SOURCE	1,294,900.00	16,750.00	11,250.00	16,750.00	1,278,150.00	99%

TOWN OF WEAVERVILLE
 GRANT PROJECT FUND
 CSLRF PROJECT (ARP) ESTABLISHED 7/26/2021

	BUDGETED	PAID IN FY 2022	PAID IN FY 2023	12/31/2023 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:							
CSLRF PROJECT	1,283,394.62	-	-	-	-	1,283,394.62	100%
TOTAL EXPENDITURE	1,283,394.62	-	-	-	-	1,283,394.62	100%
FINANCING SOURCE:							
CSLRF (ARP) GRANT FUNDS RECEIVED JULY 2021	641,697.31	-	-	-	-	641,697.31	100%
CSLRF (ARP) GRANT FUNDS RECEIVED JULY 2022	641,697.31	-	-	-	-	641,697.31	
TOTAL FINANCING SOURCE	1,283,394.62	-	-	-	-	1,283,394.62	100%