

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

TOWN COUNCIL AGENDA
Monday, March 25, 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 Hearings – Annexation and R-3 Zoning – 6 Pleasant Grove Road	3	Town Clerk/Planning Dir.
3. Public Hearings – Annexation and R-3 Zoning – 9 Pleasant Grove Road	13	Town Clerk/Planning Dir.
4. Public Hearing – Code Amendments – Environmental Regulations	35	Planning Dir./Town Atty
5. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
6. Conflict of Interests Statement		Mayor Fitzsimmons
7. Consent Agenda		Town Manager Coffey
A. February 26, 2024, Town Council Regular Meeting Minutes	49	
B. Monthly Tax Report and Request for Refunds/Releases	56	
C. Approval of Audit Contract with Gould Killian CPA	61	
D. Renewal of Water Commitment – 480 Reems Creek Road	82	
8. Town Manager’s Report	87	Town Manager Coffey
9. General Public Comments (see below for additional information)		Mayor Fitzsimmons
10. Discussion & Action Items		
A. Short-Term Rental Presentation	90	Kayla DiCristina, LOSRC
B. Water Fund Financial Analysis/Water Rate Study Presentation	99	Shannon Moore, Withers
C. PSIP/CDE Intergovernmental Agreements	140	Chief Davis & Eric Grau
D. Northridge Farms Project Update	185	Town Attorney Jackson
E. Annexation and Zoning – 6 Pleasant Grove Road	188	Town Attorney Jackson
F. Annexation and Zoning – 9 Pleasant Grove Road	193	Town Attorney Jackson
G. Code Amendments – Environmental Regulations and Technical Amdmts.....	198	Town Attorney Jackson
H. Code Amendments - Golf Cart Operations on Certain Town Streets	212	Town Attorney Jackson
I. Automatic Aid Agreement with Reems Creek Fire Department	217	Fire Chief Harris
J. Awarding of Service Badge and Sidearm to Retiring Chief Davis	224	Town Manager Coffey
K. Quarterly Report – Public Works and Water	225	Public Works Dir. Pennell
11. Adjournment		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest 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: March 25, 2024

SUBJECT: Annexation – 6 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Public Hearing Notice, Staff Report, Map,
Annexation Petition and Related Materials

DESCRIPTION/SUMMARY OF REQUEST:

Athena Fox Brooks and Cynthia Fox Clark are the owners of the property located at 9 Pleasant Grove Road and has submitted a voluntary annexation petition seeking to have a total of +/-6.09 acres annexed into the Town of Weaverville.

The Town Clerk has previously certified the sufficiency of the annexation petition and this annexation request is now eligible for public hearing.

Tonight's public hearing on the annexation petition was advertised in accordance with North Carolina law.

As a part of the public hearing staff will provide any written comments that were timely received regarding the proposed annexation, offer brief staff level comments, and be available to answer questions of Town Council.

The zoning on property, should it be annexed, is the subject of a separate public hearing scheduled for tonight. Questions and comments concerning the proposed R-3 zoning of this property, should it be annexed, should be made during that separate public hearing.

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the proposed annexation.

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, March 25, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as 6 Pleasant Grove Road, bearing the following Buncombe County parcel identification number 9752-24-7058, and the other public hearing will be on a zoning map amendment to designate that property as R-3 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (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) 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 Hearings, 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 Town Clerk Tamara Mercer at 828-484-7003 or tmercerc@weavervillenc.org.



ANNEXATION STAFF REPORT

ANNEXATION #2024-1 – 6 PLEASANT GROVE RD



PROPERTY DESCRIPTION

+/- 6.09 acres on Pleasant Grove Road (SR 2105);
PIN: 9752-24-7058

SUFFICIENCY OF PETITION – Town Clerk certified the sufficiency of the petition on 22 February 2024; this annexation is non-contiguous unless the adjoining property at 9 Pleasant Grove Road is also annexed

FINANCIAL PROJECTIONS

Town Tax Value = +/- \$12,500,000
Property Tax Revenue = +/- \$43,750 annually
System Development Fees = +/- \$137,500
Water Revenue = +/- \$18,000 annually

ZONING CLASSIFICATION - Town R-3 zoning was requested to accommodate a proposed 50-unit townhouse project. The Planning Board reviewed the zoning request and voted to recommend R-3 zoning on 6 February 2024. No development approvals have been granted so Town development regulations will apply, including density regulations that will limit development to 8 units per acre.

OPERATIONAL AND SYSTEM IMPACTS

WATER – A water commitment/extension application was approved by Town Council on 22 January 2024 for up to 50 townhouse units (20,000 GPD) with a connection to the existing 8" Town water main running along Pleasant Grove Road. The approved water commitment was conditioned upon annexation into the Town. There is WTP capacity to serve this project.

STREETS AND STORMWATER– It is expected that the new streets and stormwater system will be private.

SANITATION – If annexed the townhouse units must be added to the weekly garbage route and the leaf/yard waste schedule. This, by itself, will not significantly impact the ability of the Sanitation Division to provide Town services; however, when considered with the other annexation petitions that have recently been approved or are pending, there may be a need to add another garbage pickup day and staffing may have to be increased. The need for an additional garbage pickup day or increased staffing will not be known until the new garbage truck is put into service (purchased but not yet delivered).

POLICE – 50 townhouse units are not anticipated to have any real impact on the Police Department, at its approved staffing level, except that this new development will be added to a routine patrol route.

FIRE – Reems Creek Fire Department (RCFD) currently provides fire service to this property. If annexed this property will be removed from the RCFD district and the Town will be responsible for providing fire and first responder services to this property.

Weaverville's Fire Department (WFD) and RCFD have a long-standing agreement that RCFD will provide automatic aid to Town properties in the vicinity of the RCFD fire station, particularly east of the intersection of Hamburg Mountain Road and Reems Creek Road. WFD can provide fire and first responder services to this property, however, the response times from the WFD fire station will be pushing acceptable limits and a greater WFD presence in the Reems Creek Road corridor will likely be needed in the future. In the meantime, the Town and RCFD are working on formalizing an automatic aid agreement. Financial compensation to RCFD for providing automatic aid services to Town properties is under negotiation and will include any small amounts legally owed to RCFD for the Town's proportionate share of RCFD debt as a result of the anticipated reduction in their tax base.

PETITION FOR VOLUNTARY ANNEXATION

PETITION/APPLICATION

Town of Weaverville, North Carolina

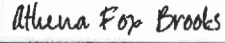
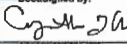
Submittal Date: January 2024
 Date Fee Paid: 1/12/2024
 Petition No: 2024-1

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 Heirs 6 Pleasant Grove Road Weaverville, NC 28787		DB: 4683 PG: 267 PIN # 9752-24-7058	DocuSigned by:  2C8B298BEC184B1... By: Athena Fox Brooks
			DocuSigned by:  67153678431487 Cynthia Fox Clark

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:
Alaina Fox Brooks
2D69238BEC184B1
Signature of Owner(s)



DocuSigned by:
Cynthia 20
A715357B67214E7...

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: March 25, 2024

SUBJECT: Initial Zoning – 6 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Public Hearing Notice
Planning Board Findings and Recommendation

DESCRIPTION/SUMMARY OF REQUEST:

The annexation petition submitted by Athena Fox Brooks and Cynthia Fox Clark for the property located at 6 Pleasant Grove Road was accompanied by a request for R-3 zoning.

On 6 February 2024 the Planning Board reviewed the property and the Town's Comprehensive Land Use Plan, and offers a favorable recommendation on R-3 zoning. The Planning Board found R-3 zoning to be reasonable and consistent with the Comprehensive Land Use Plan and Town Council's recently adopted resolution addressing Growth Area 5.

There were questions raised at the Planning Board concerning the development of this property as it relates to the Reems Creek floodplain.

Tonight's public hearing is on R-3 zoning and has been advertised in accordance with North Carolina law.

As a part of the public hearing, staff will formally present the Planning Board's findings and recommendations, provide any written comments that were timely received regarding the proposed zoning, and will also be available to answer questions.

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the proposed R-3 zoning for the property located at 6 Pleasant Grove Road.

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, March 25, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as 6 Pleasant Grove Road, bearing the following Buncombe County parcel identification number 9752-24-7058, and the other public hearing will be on a zoning map amendment to designate that property as R-3 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (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) 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 Hearings, 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 Town Clerk Tamara Mercer at 828-484-7003 or tmercerc@weavervillenc.org.

The Town of
Weaverville
NORTH CAROLINA

February 6, 2024

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *6 Pleasant Grove Rd - +/- 6.09 acres*
Proposed Zoning Map Amendment - R-3 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

At the direction of Town Council, the Planning Board reviewed the application for a zoning map amendment that was submitted in conjunction with the pending annexation petition on the above-referenced property, and submits this letter as its statement on plan consistency and reasonableness.

The property involved consists of approximately 6.09 acres and shown on the attached map, and located on Pleasant Grove Road near the intersection of Pleasant Grove Road and Reems Creek Road. The property is currently in the unincorporated portion of Buncombe County and zoned County R-3.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for plan consistency and reasonableness. **At the meeting on February 6, 2024, the Planning Board reviewed the project for compliance with the Comprehensive Land Use Plan and the reasonableness factors contained in Town Code Section 20-1505(d) and submits a favorable recommendation on the requested R-3 zoning.**

In a majority vote of 4 to 1, the Planning Board found that R-3 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP) and reasonable. In making this finding the Board considered that the future land use map identifies the properties as being within growth area 5. The Board found that the requested R-3 zoning offers a moderate level of residential development, which was viewed as transitional between the single family zoning that is prevalent in the residential area on the southern side of Reems Creek Road, including the Maple Trace and Woodbriar subdivisions, some limited existing commercial development, and the mixed use area shown on the southern side of Reems Creek Road, which can include high density residential development.

This proposed zoning district represents a consistent and compatible use when considering the zoning and current uses in the area, including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

To support the finding of reasonableness, the Board found that the R-3 zoning is compatible with the current residential uses of the properties within the area, including existing single-family residences and some limited multifamily development and a permitted townhouse development in the area.

Under current Buncombe County regulations, a wide array of residential uses can be accomplished on this property under R-3 zoning, and prevalent county R-3 in the immediate area can support a residential density of up to 12 units per acre and residential development on smaller lots.

This favorable recommendation reflects a majority vote and relies heavily on Town Council's adopted resolution concerning growth areas ("growth area resolution"), which was last adopted on 23 October 2023 and now incorporated in the CLUP. Concerns were raised about the increasing density of development negatively impacting the quality of life for the residents along Reems Creek Road and development within the floodplain areas along Reems Creek which does affect this property.

There was consensus among a majority of the Planning Board to strongly recommend that Town Council revisit the desired zoning districts within the Reems Creek Road Corridor (Growth Area 5) and consider removing the higher density districts, such as R-3 and R-12, as recommended districts within this growth area, or some portion of it. If changes are not made to that growth area resolution then the Planning Board must find these higher density developments along the Reems Creek Road Corridor compatible with the CLUP and reasonable, because the growth area resolution finds that they are.

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

Sincerely,

A handwritten signature in black ink that reads "Bob Pace". The signature is fluid and cursive, with the first name "Bob" and last name "Pace" clearly distinguishable.

Bob Pace
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: March 25, 2024

SUBJECT: Annexation – 9 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Public Hearing Notice, Staff Report, Map,
Annexation Petition and Related Materials

DESCRIPTION/SUMMARY OF REQUEST:

Pleasant Grove of WNC, LLC, is the owner of the properties located at 9 Pleasant Grove Road and has submitted a voluntary annexation petition seeking to have a total of +/-10.67 acres annexed into the Town of Weaverville. The development of 40 townhouse units has been approved by Buncombe County through the issuance of a special use permit and vested rights are claimed.

The Town Clerk has previously certified the sufficiency of the annexation petition and this annexation request is now eligible for public hearing.

Tonight's public hearing on the annexation petition was advertised in accordance with North Carolina law.

As a part of the public hearing staff will provide any written comments that were timely received regarding the proposed annexation, offer brief staff level comments, and be available to answer questions of Town Council.

The zoning on property, should it be annexed, is the subject of a separate public hearing scheduled for tonight. Questions and comments concerning the zoning of this property, should it be annexed, should be made during that separate public hearing.

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the proposed annexation.

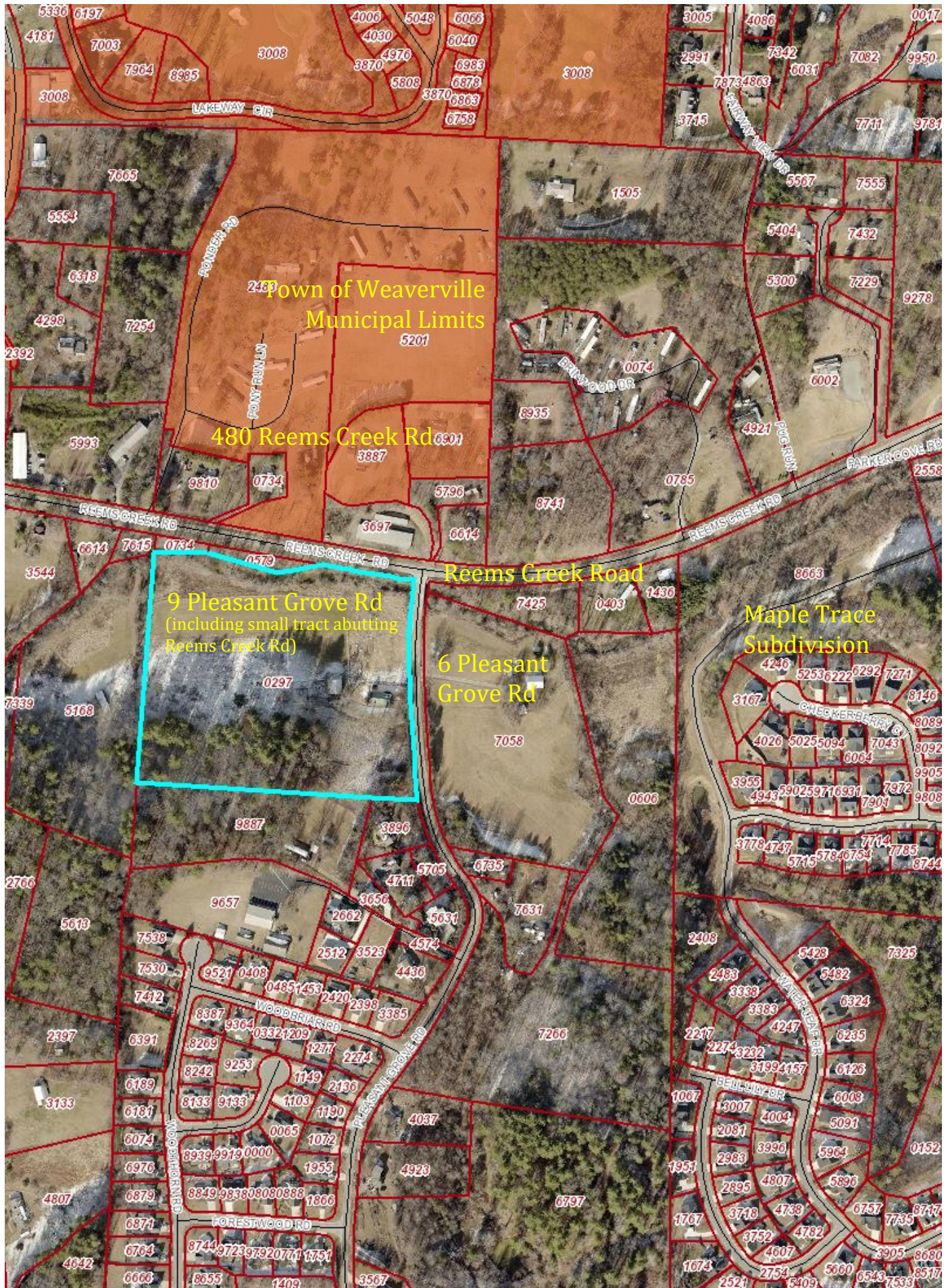
TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, March 25, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as 9 Pleasant Grove Road, bearing the following Buncombe County parcel identification number 9752-24-0297 and 9752-24-0579, and the other public hearing will be on a zoning map amendment to designate those properties as R-3 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (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) 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 Hearings, 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 Town Clerk Tamara Mercer at 828-484-7003 or tmercerc@weavervillenc.org.



ANNEXATION STAFF REPORT

ANNEXATION #2024-2 – 9 PLEASANT GROVE RD

PROPERTY DESCRIPTION

+/- 10.67 acres on Pleasant Grove Rd (SR 2105);
PIN: 9752-24-0297 and 9752-24-0579

SUFFICIENCY OF PETITION – Town Clerk
certified the sufficiency of the petition of this
contiguous annexation request on 22 February 2024

FINANCIAL PROJECTIONS

Town Tax Value = +/- \$10,000,000
Property Tax Revenue = +/- \$35,000 annually
System Development Fees = +/- \$220,000
Water Revenue = +/- \$14,400 annually

ZONING CLASSIFICATION/VESTED RIGHTS

Town R-3 zoning was requested and recommended by the Planning Board on 6 February 2024. Vested rights were properly claimed by the applicant for a 40-unit townhouse project that was approved by Buncombe County.

OPERATIONAL AND SYSTEM IMPACTS

WATER – A water commitment/extension application was originally approved in May 2022 and renewed on 24 May 2023 for 40 townhouse units (16,000 GPD) and a fire protection line. The approved water commitment was conditioned upon annexation into the Town. This is a direct connection off of the existing 8" Town water main running along Pleasant Grove Road. There is WTP capacity to serve this project.

STREETS AND STORMWATER– It is expected that the new streets/driveways and stormwater system will be private and will have no impact on the Town.

SANITATION – If annexed, the 40 residential dwelling units must be added to the weekly garbage route and the leaf/yard waste schedule. This, by itself, will not significantly impact the ability of the Sanitation Division to provide Town services; however, when considered with the other annexation petitions that have recently been approved or are pending, there may be a need to add another garbage pickup day and staffing may have to be increased. The need for an additional garbage pickup day or increased staffing will not be known until the new garbage truck is put into service (purchased by not yet delivered).

POLICE – 40 townhouse units are not anticipated to have any significant impact on the Police Department, at its approved staffing level, except that this new development will be added to a routine patrol route.

FIRE – Reems Creek Fire Department (RCFD) currently provides fire service to this property. If annexed this property will be removed from the RCFD district and the Town will be responsible for providing fire and first responder services to this property.

Weaverville's Fire Department (WFD) and RCFD have a long-standing agreement that RCFD will provide automatic aid to Town properties in the vicinity of the RCFD fire station, particularly east of the intersection of Hamburg Mountain Road and Reems Creek Road. WFD can provide fire and first responder services to this property, however, the response times from the WFD fire station will be pushing acceptable limits and a greater WFD presence in the Reems Creek Road corridor will likely be needed in the future. In the meantime, the Town and RCFD are working on formalizing an automatic aid agreement. Financial compensation to RCFD for providing automatic aid services to Town properties is under negotiation and will include any small amounts legally owed to RCFD for the Town's proportionate share of RCFD debt as a result of the anticipated reduction in their tax base.



PETITION FOR VOLUNTARY ANNEXATION

PETITION/APPLICATION

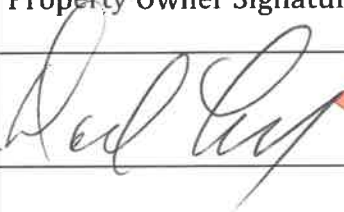
Town of Weaverville, North Carolina

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

Residential (single family): Number of Units: 40 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)

9 PLEASANT GROVE

BUNCOMBE COUNTY, NORTH CAROLINA

PREPARED FOR:
PLEASANT GROVE OF WNC, LLC
1335 CANE CREEK ROAD
FLETCHER, NC 28732
DAVID LUCK
(847) 323-7638

INDEX OF SHEETS	
Sheet No.	Title
C000	COVER
C101	EXISTING CONDITIONS & DEMOLITION PLAN
C201	SITE PLAN
C202	PRELIMINARY PLAT PLAN
C301	GRADING, EROSION CONTROL, & STORM DRAINAGE PLAN
C601	UTILITY PLAN ELEVATIONS

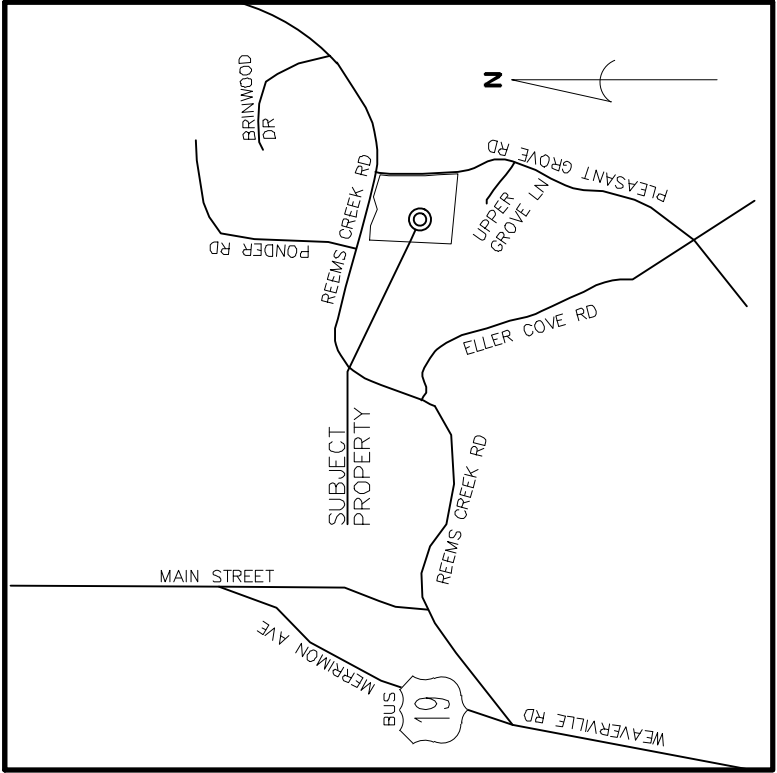
DEVELOPMENT DATA

OWNER/DEVELOPER: PLEASANT GROVE OF WNC, LLC
1335 CANE CREEK ROAD
FLETCHER, NC 28732
DAVID LUCK
(847) 323-7638

CONTACT:

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
1500 WILSON AVENUE
ASHEVILLE, NC 28901
WARREN SUGGS, P.E.
(828) 252-5388

CONTACT:



Know what's below.
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VICINITY MAP
(NOT TO SCALE)

AMP: 122.06
DRAWN BY: J. L. LUCK
CDC PROJECT NO.: 122.06
XXX PERMIT NO.: 122.06

SHEET

C000

COVER FOR:

9 PLEASANT GROVE

PLEASANT GROVE OF WNC, LLC - BUNCOMBE COUNTY, NORTH CAROLINA



NO.	DATE	DESCRIPTION	BY
1	07/07/2022	BUNCOMBE COUNTY BOA SUBMITTAL	MAD
2	07/22/2022	NCDOT DRIVEWAY PERMIT SUBMITTAL	MAD
3	08/12/2022	REVISED PER BOA/NCDOT COMMENTS	MAD
4	09/20/2022	REVISED PER BOA COMMENTS	MAD

NCBELS LICENSE #: C-2194

www.civildesignconcepts.com



168 PATTON AVENUE
ASHEVILLE, NC 28901
PHONE (828) 252-5388
FAX (828) 252-5385
92 WALNUT STREET - SUITE 9
WAYNESVILLE, NC 28796
PHONE (828) 452-4410
FAX (828) 456-5455

PRELIMINARY
NOT RELEASED
FOR
CONSTRUCTION
ALLEN M. SUGG
ENGINEER

DRAWN BY: AMP
CDC PROJECT NO.: 12219
XXX PERMIT NO. XXX

(IN FEET)
1 inch = 50 ft.

828-771-4755 OR INSPECTION@CDCGO.COM



PRELIMINARY PLAT PLAN



OWNER/DEVELOPER: COHEN-ESREY DEVELOPMENT GROUP
8500 SHAWNEE MISSION PKWY # 150
MERRIAM, KS 66202

CONTACT: CLARK MILLS
(843) 813-0889

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.

CONTACT: WARREN SUGG, P.E.

PIN: 9752-24-0297; 9752-24-0579
ADDRESS: 9 PLEASANT GROVE ROAD
DEED BOOK/PAGE: 4683/269; 6037/499
PROJECT ACREAGE: 6.70± ACRES - TRACT 1
ZONING: R-3

SIDES:	/ 15'
REAR:	

SIDES: 0 0
REAR: 0

PRODUCED:

DISTURBED AREA: 6.01

PIN: 9752-23-3896
 CRAZY HORSE 1877 CONF
 DB 5852 FG 1130
 ZONING: R-3
 USE: RESIDENTIAL

**TRACT 2
±3.7 AC
(NOT IN PROJ)**

PROPOSED PCA LOT LINE (TYP)

PROPOSED PERMANENT
UTILITY EASEMENT

NOTES

- NOTES
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.

2. SINGLE-PHASE CONSTRUCTION.

3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.

4. PROPOSED DEVELOPMENT WILL BE PROVIDED WITH UTILITIES VIA EXISTING RIGHT-OF-WAYS AND PROPOSED UTILITY EASEMENTS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATIONS FOR ALL UTILITIES PRIOR TO CONSTRUCTION, AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES MAY BE DIFFERENT FROM THE LOCATION SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.

5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.

6. PROPOSED DRIVES WITHIN THE DEVELOPMENT TO BE PRIVATE INTERNAL DRIVES. ALL STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (MUTCD). DRIVEWAY MAINTENANCE IS THE FINANCIAL RESPONSIBILITY OF THE DEVELOPER.

7. TOPOGRAPHICAL INFORMATION SHOWN PROPOSED FROM PHOTOGRAMMETRIC METHODS.

8. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY WSD SEWER AND TOWN OF WAYNESVILLE WATER UTILITY. PROPOSED PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE.

9. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT OF THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.

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11. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2023; AND BE COMPLETED IN APPROXIMATELY 12 MONTHS.

12. NO RETAINING WALLS GREATER THAN 15' TO BE PROPOSED FOR PROJECT.

13. PROPOSED UNITS TO BE SOLD BY THE DEVELOPER. MAINTENANCE OF RECREATION, OPEN SPACE, AND COMMON AREAS WILL BE THE FINANCIAL RESPONSIBILITY OF THE HOA.

168 PATTON AVENUE
WAYNESVILLE, NC 28781
PHONE (828) 252-4415
FAX (828) 456-5456

92 WALNUT STREET - SUITE 9
WAYNESVILLE, NC 28781
PHONE (828) 252-4415
FAX (828) 456-5456

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CDC

NCBLS LICENSE # C-2194

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FOR
CONSTRUCTION
HARRIS K. STUCK

NO.	DATE	DESCRIPTION	BY
1	07/07/2022	BUNCOMBE COUNTY BOA SUBMITTAL	MAD
2	07/22/2022	NCDOT DRIVEWAY PERMIT SUBMITTAL	MAD
3	08/12/2022	REVISED PER BOA/NCDOT COMMENTS	MAD
4	09/20/2022	REVISED PER BOA COMMENTS	MAD

9 PLEASANT GROVE

GRADING, EROSION CONTROL, & STORM DRAINAGE PLAN FOR:

PLEASANT GROVE OF WNC, LLC - BUNCOMBE COUNTY, NORTH CAROLINA

AMP
12206
xxx

DRAWN BY:
CDC PROJECT NO:
XXX PERMIT NO.

811
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CDC INSPECTIONS HOTLINE:
828-771-7335 OR INSPECTION@CDCGO.COM

GRADING, EROSION CONTROL, & STORM DRAINAGE PLAN

STORM DRAINAGE PLAN

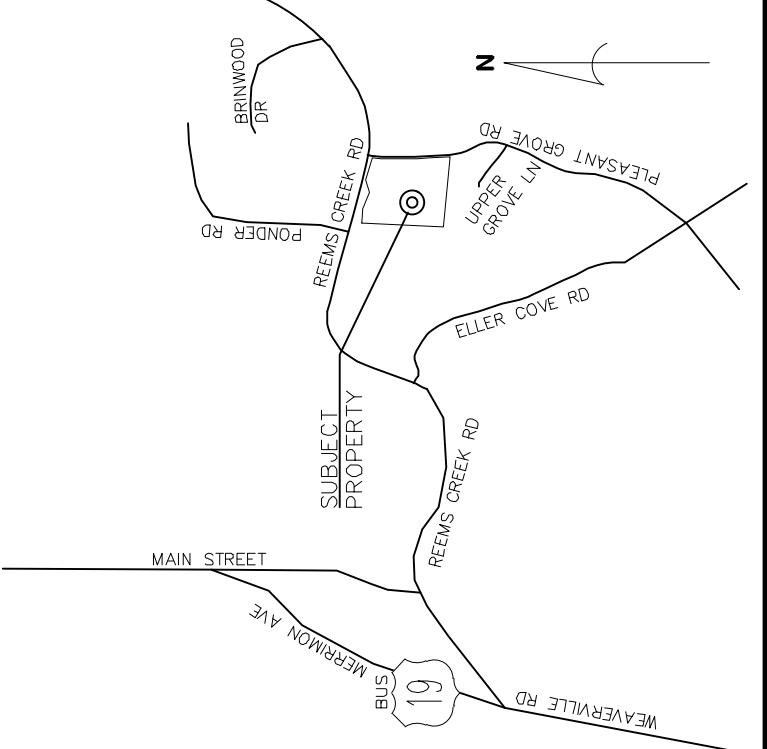
1 inch = 50 ft.
(IN FEET)

GRAPHIC SCALE

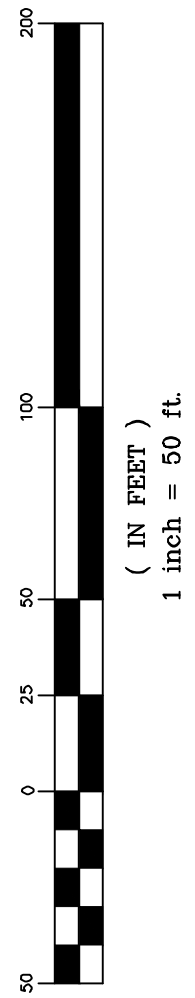
0 25 50 100 200

SHEET

C301



DEVELOPMENT DATA	
OWNER/DEVELOPER:	PLEASANT GROVE OF WNC, LLC 1335 CAME CREEK ROAD WAYNESVILLE, NC 28732
CONTACT:	DAVID LUCK (847) 323-7638
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 168 PATTON AVENUE ASHEVILLE, NC 28801
CONTACT:	WARREN SLOES, P.E. (828) 252-5388
PROJECT DATA	
PIN:	9752-24-0287; 9752-24-0579
ADDRESS:	9 PLEASANT GROVE ROAD
DEED BOOK/PAGE:	4683/269; 6037/499
PROJECT ACREAGE:	6.70± ACRES - TRACT 1
ZONING:	R-3
TRACT SETBACKS:	10' FRONT; 15' REAR;
ECA LOT SETBACKS:	0' FRONT; 0' REAR;
DENSITY SUMMARY:	12.0 UNITS/ACRE = 80 UNITS
ALLOWED PER ZONING:	40 PLANNED COMMUNITY ACT UNITS
PROPOSED:	RESIDENTIAL
EXISTING USE:	RESIDENTIAL - PLANNED COMMUNITY ACT
PROPOSED USE:	6.04 AC
DISTURBED AREA:	2 GARAGE SPACES PER UNIT
TOTAL PARKING:	2 GUEST PARKING SPACES PER UNIT



- NOTES
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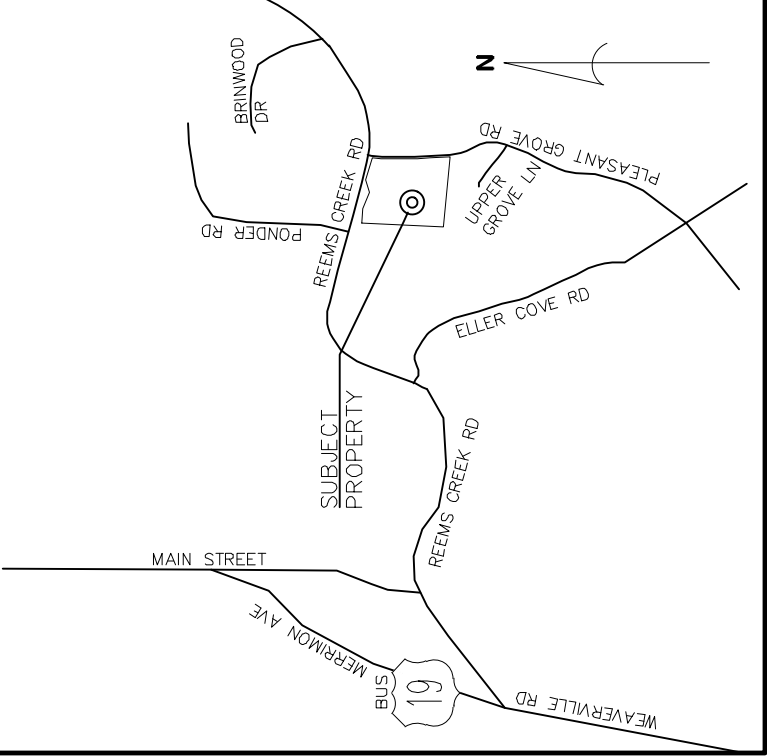
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VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT DATA	
OWNER/DEVELOPER:	PLEASANT GROVE OF WNC, LLC 1335 CANE CREEK ROAD WAYNESVILLE, NC 28786
CONTACT:	DAVID LUCK (847) 323-7638
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 198 PATTON AVENUE ASHEVILLE, NC 28801
CONTACT:	WARREN SLOES, P.E. (828) 252-5388
PROJECT DATA	
PIN:	9752-24-0287; 9752-24-0579
ADDRESS:	9 PLEASANT GROVE ROAD
DEED BOOK/PAGE:	4883/289; 6037/499
PROJECT ACREAGE:	6.70± ACRES - TRACT 1
ZONING:	R-3
TRACT SETBACKS	
FRONT:	10'
REAR:	15'
SIDES:	0'
REAR:	0'
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REAR:	0'
DENSITY SUMMARY:	
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EXISTING USE:	RESIDENTIAL
PROPOSED USE:	PLANNED COMMUNITY ACT
DISTURBED AREA:	6.04 AC
TOTAL PARKING:	2 GARAGE SPACES PER UNIT 2 GUEST PARKING SPACES PER UNIT

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CDC

92 WALNUT STREET - SUITE 9
WAYNESVILLE, NC 28786
PHONE (828) 452-4410
FAX (828) 456-5455

NCBLS LICENSE # C-2194

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UTILITY PLAN FOR:

9 PLEASANT GROVE

PLEASANT GROVE OF WNC, LLC - BUNCOMBE COUNTY, NORTH CAROLINA

PRELIMINARY
NOT RELEASED
FOR
CONSTRUCTION

NO.	DATE	DESCRIPTION	BY
1	07/07/2022	BUNCOMBE COUNTY BOA SUBMITTAL	MAD
2	07/22/2022	NCDOT DRIVEWAY PERMIT SUBMITTAL	MAD
3	08/12/2022	REVISED PER BOA/NCDOT COMMENTS	MAD
4	09/20/2022	REVISED PER BOA COMMENTS	MAD

DRAWN BY: AMP
CDC PROJECT NO.: 122206
XXX PERMIT NO.: xxx

CDC INSPECTIONS HOTLINE:
828-771-7335 OR INSPECTION@CDCGO.COM

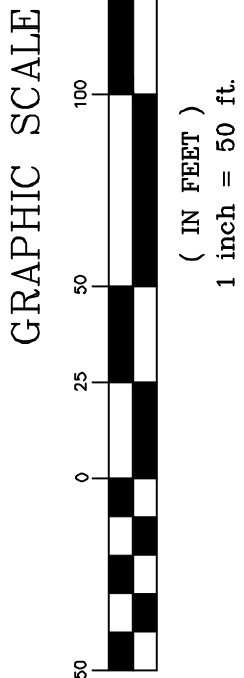
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NORTH

UTILITY PLAN



SHEET

C601

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: March 25, 2024

SUBJECT: Initial Zoning – 9 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Public Hearing Notice
Planning Board Findings and Recommendation
Project Plans

DESCRIPTION/SUMMARY OF REQUEST:

The annexation petition submitted by Pleasant Grove of WNC, LLC, for the properties located at 9 Pleasant Grove Road was accompanied by a claim for vested rights to develop the property into 40 townhouse units pursuant to a Special Use Permit (SUP) issued by Buncombe County on 9 November 2022 (see attached approved project plans).

Even though vested rights are legally claimed and acknowledged and will allow the project to proceed based on the SUP, if the properties are annexed they must still be assigned a Town zoning designation. While the zoning designation will not likely have much impact on the development that occurs, the applicant has requested R-3 zoning.

On 6 February 2024 the Planning Board reviewed the properties, the project, and the Town's Comprehensive Land Use Plan, and offers a favorable recommendation on R-3 zoning and found it consistent with the Comprehensive Land Use Plan and Town Council's recently adopted resolution addressing Growth Area 5, and reasonable.

There were questions raised at the Planning Board, and by at least one Town Councilmember, concerning the development of this property as it relates to the Reems Creek floodplain. Staff understands that the development that is occurring is fully compliant with the Floodway Permit (#FLD 2023-00037) that was issued by Buncombe County on 31 August 2023.

Tonight's public hearing is on R-3 zoning and has been advertised in accordance with North Carolina law.

As a part of the public hearing, staff will formally present the Planning Board's findings and recommendations, provide any written comments that were timely received regarding the proposed zoning, and will also be available to answer questions.

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the proposed R-3 zoning for the property located at 9 Pleasant Grove Road.

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARINGS

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold two separate public hearings during its regularly scheduled meeting on Monday, March 25, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter. One public hearing will be on a voluntary annexation petition for property commonly known as 9 Pleasant Grove Road, bearing the following Buncombe County parcel identification number 9752-24-0297 and 9752-24-0579, and the other public hearing will be on a zoning map amendment to designate those properties as R-3 zoning if such property is annexed into the Town.

These public hearings will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (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) 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 Hearings, 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 Town Clerk Tamara Mercer at 828-484-7003 or tmercerc@weavervillenc.org.

The Town of Weaverville

NORTH CAROLINA

February 6, 2024

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *9 Pleasant Grove Rd - +/- 10.67 acres*
Proposed Zoning Map Amendment - R-3 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

At the direction of Town Council, the Planning Board reviewed the application for a zoning map amendment that was submitted in conjunction with the pending annexation petition on the above-referenced property, and submits this letter as its statement on plan consistency and reasonableness.

The property involved consists of approximately 10.67 acres and shown on the attached map, and located on Pleasant Grove Road near the intersection of Pleasant Grove Road and Reems Creek Road. The property is currently in the unincorporated portion of Buncombe County and zoned County R-3.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for plan consistency and reasonableness. **At the meeting on February 6, 2024, the Planning Board reviewed the project for compliance with the Comprehensive Land Use Plan and the reasonableness factors contained in Town Code Section 20-1505(d) and submits a favorable recommendation on the requested R-3 zoning.**

In a majority vote of 4 to 1, the Planning Board found that R-3 zoning for these properties is consistent with the Town's Comprehensive Land Use Plan (CLUP) and reasonable. In making this finding the Board considered that the future land use map identifies the properties as being within growth area 5. The Board found that the requested R-3 zoning offers a moderate level of residential development, which was viewed as transitional between the single family zoning that is prevalent in the residential area on the southern side of Reems Creek Road, including the Maple Trace and Woodbriar subdivisions, some limited existing commercial development, and the mixed use area shown on the southern side of Reems Creek Road, which can include high density residential development.

This proposed zoning district represents a consistent and compatible use when considering the zoning and current uses in the area, including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

To support the finding of reasonableness, the Board found that the R-3 zoning is compatible with the current residential uses of the properties within the area, including existing single-family residences and some limited multifamily development and a permitted townhouse development in the area.

Under current Buncombe County regulations, a wide array of residential uses can be accomplished on this property under R-3 zoning, and prevalent county R-3 in the immediate area can support a residential density of up to 12 units per acre and residential development on smaller lots.

This favorable recommendation reflects a majority vote and relies heavily on Town Council's adopted resolution concerning growth areas ("growth area resolution"), which was last adopted on 23 October 2023 and now incorporated in the CLUP. A portion of this property is located within the 100-year floodplain and some steep topography is present on the site. Concerns were raised about both the development within steep slopes areas and the floodplain areas related to Reems Creek and the increasing density of development negatively impacting the quality of life for the residents along Reems Creek Road.

There was consensus among a majority of the Planning Board to strongly recommend that Town Council revisit the desired zoning districts within the Reems Creek Road Corridor (Growth Area 5) and consider removing the higher density districts, such as R-3 and R-12, as recommended districts within this growth area, or some portion of it. If changes are not made to that growth area resolution then the Planning Board must find these higher density developments along the Reems Creek Road Corridor compatible with the CLUP and reasonable, because the growth area resolution finds that they are.

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

Sincerely,

A handwritten signature in black ink that reads "Bob Pace". The signature is fluid and cursive, with the first name "Bob" and last name "Pace" clearly distinguishable.

Bob Pace
Planning Board Chairman

cc: James Eller, Town Planner
Selena Coffey, Town Manager
Jennifer Jackson, Town Attorney

9 PLEASANT GROVE

BUNCOMBE COUNTY, NORTH CAROLINA

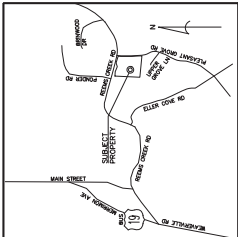
PREPARED FOR:

PLEASANT GROVE OF WNC, LLC
1335 CANE CREEK ROAD
FLETCHER, NC 28732
DAVID LUCK
(847) 323-7638

INDEX OF SHEETS

Sheet No.	Title
C000	COVER
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C002	SITE PLAN
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C004	GRADING, EROSION CONTROL, & STORM DRAINAGE PLAN
C005	UTILITY PLAN
C006	ELEVATIONS

DEVELOPMENT DATA
OWNER/DEVELOPER:
PLEASANT GROVE OF WNC, LLC
1335 CANE CREEK ROAD
FLETCHER, NC 28732
CONTACT: DAVID LUCK
(847) 323-7638
CIVIL ENGINEER:
1508 PATTON AVENUE, SUITE 5
WAYNESVILLE, NC 28786
CONTACT: DAVID LUCK
(847) 323-7638



VICINITY MAP
(NOT TO SCALE)



Know what's below.
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SHEET

C000

PROJECT: 9 PLEASANT GROVE
SHEET: C000
DATE: 07/20/2022

9 PLEASANT GROVE
BUNCOMBE COUNTY, NORTH CAROLINA



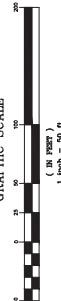
NO.	DATE	DESCRIPTION	BY
1	07/20/2022	BUNCOMBE COUNTY BOA SUBMITTAL	WAO
2	07/20/2022	NCDOT DRAINAGE PERMIT SUBMITTAL	WAO
3	08/17/2022	REVISED PER BOA/NCDOT COMMENTS	WAO
4	09/20/2022	REVISED PER BOA COMMENTS	WAO



150 PATTON AVENUE
WAYNESVILLE, NC 28786
PHONE: (847) 323-7638
FAX: (847) 323-7638
WWW.CDCGDESIGNCONCEPTS.COM

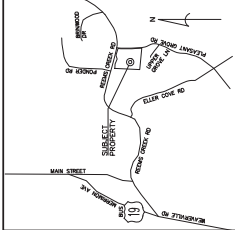
SHEET
C101

Call before you dig. NORTH
EXISTING CONDITIONS &
DEMOLITION PLAN
GRAPHIC SCALE



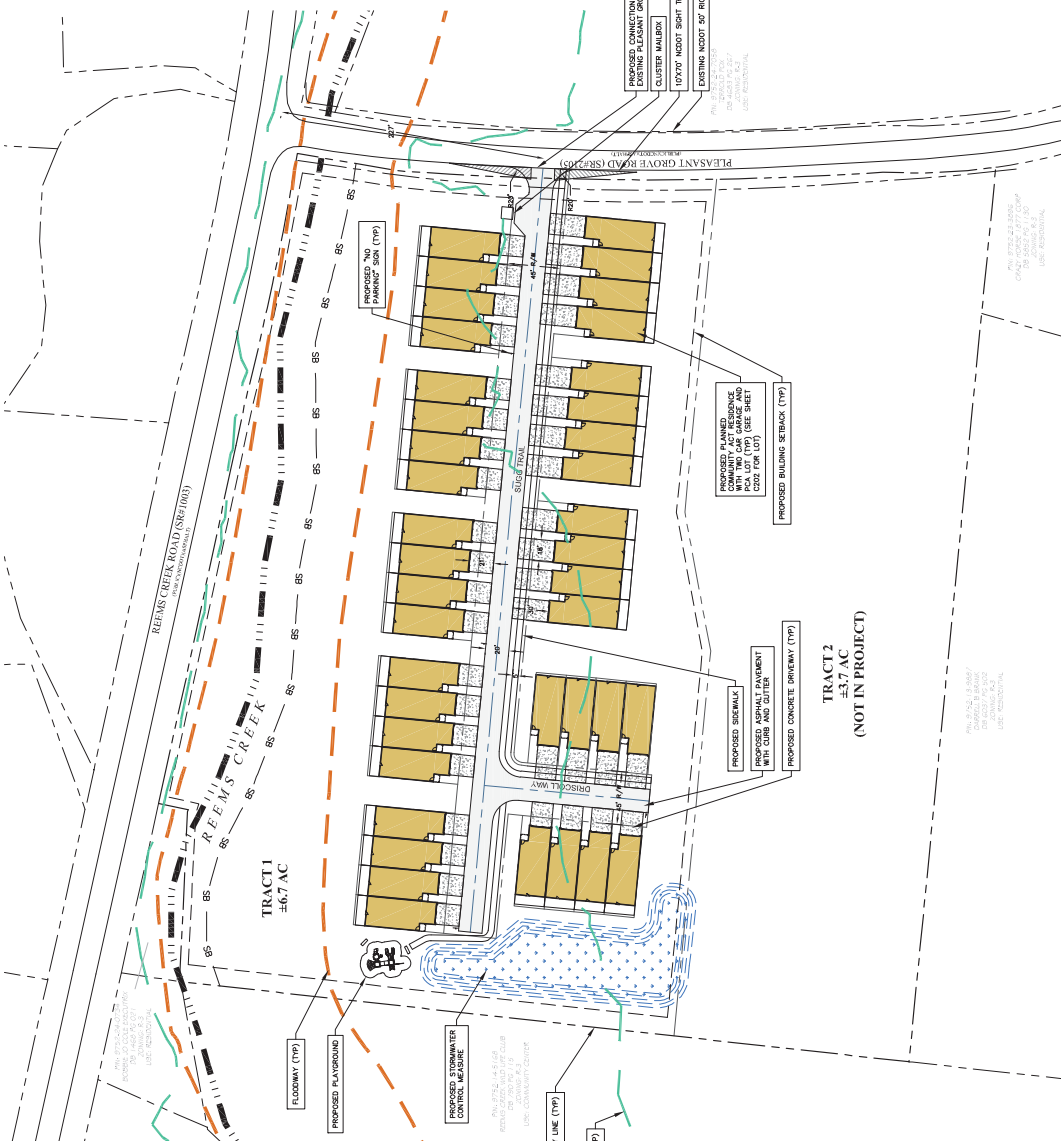
DESIGN CONDITIONS & DETECTION PLAN FOR
9 PLEASANT GROVE
DRAWN BY: JAC PROJECT NO.:
AMP 12206
PLEASANT GROVE OF MNC, LLC - BLUNDRE COUNTY, NORTH CAROLINA

EXISTING DRIVEWAY CONNECTION
TO BE REMOVED



-
- 30

- NOTES**
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE-PHASE CONSTRUCTION.
 3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
 4. PROPOSED DRAINAGE: CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES.
 5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES AND NEWLY COMPLETED WORK DURING CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES.
 6. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES.
 7. TOPOGRAPHICAL INFORMATION SHOWN PROPOSED FROM PHOTOGRAMMETRIC METHODS.
 8. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY WSD SIDER AND TOWN OF PLEASANT GROVE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS AND COORDINATING WITH ALL AFFECTED AGENCIES.
 9. APPROVED DESIGN CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO THE DEVELOPMENT OF THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
 10. A PORTION OF THE SITE LIES WITHIN THE 100-YR FLOODPLAIN.
 11. CONSTRUCTION SHALL BEGIN IN THE SUMMER OF 2023, AND BE COMPLETED IN THE SUMMER OF 2024.
 12. NO REMAINING WALLS GREATER THAN 4' IN HEIGHT SHALL BE PROVIDED FOR PROJECTS.
 13. SPACES AND COMMON AREAS WILL BE THE FINANCIAL RESPONSIBILITY OF THE HOA.



DEVELOPMENT DATA

OWNER/DEVELOPER: PLEASANT GROVE OF INC. LLC
CONTACT: [REDACTED]
CIVIL ENGINEER: [REDACTED]

PROJECT DATA

PROPOSED: 122 UNITS/AC = 80 UNITS
PROPOSED: 40 PLANNED COMMUNITY ACT UNITS
PROPOSED: 122 UNITS/AC = 80 UNITS
PROPOSED: 40 PLANNED COMMUNITY ACT UNITS
PROPOSED: 122 UNITS/AC = 80 UNITS
PROPOSED: 40 PLANNED COMMUNITY ACT UNITS

CDC Civil Design Concepts, PA

100 PATTON AVENUE
ARUNDEL, MD 21011
PHONE 410-326-3303
FAX 410-326-3303

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ARUNDEL, MD 21011
PHONE 410-326-3303
FAX 410-326-3303

100 PATTON AVENUE
ARUNDEL, MD 21011
PHONE 410-326-3303
FAX 410-326-3303

9 PLEASANT GROVE

SITE PLAN FOR

NO.	DATE	DESCRIPTION
1	07/27/2022	BUNCOMBE COUNTY BOA SUBMITTAL
2	07/27/2022	MDOT DOWNGRADE PERMIT SUBMITTAL
3	09/17/2022	REVISED PER BOA/MDOT COMMENTS
4	09/20/2022	REVISED PER BOA COMMENTS

C201

SHEET

GRAPHIC SCALE
1 inch = 66 ft

8 16 24 32 40 48 56 64 72 80 88 96 104 112 120 128 136 144 152 160 168 176 184 192 200

CDC INSPECTIONS HOTLINE:
833-774-4353 OR INSPECTING@CDCGA.COM

811

Know what's below.
Call before you dig.

NORTH



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: March 25, 2024

SUBJECT: Public Hearing on Code Amendments – Ch. 13 & 20 –
Environmental Protection and Technical Amendments

PRESENTER: Town Attorney and 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 13 and 20 pertaining to environmental protection, including regulations of steep slopes, mountain ridge protection, and various aspects of stormwater management, such as flood hazard area development, sedimentation and erosion control, stormwater, illicit discharge detection and elimination, and several related technical amendments.

The Planning Board reviewed the proposed text amendments on February 6, 2024, and submitted a unanimously favorable recommendation which concluded that the proposed regulations are consistent with the Town's Comprehensive Plan, 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 13 and 20.

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Weaverville Town Council will a public hearing during its regularly scheduled meeting on Monday, March 25, 2024, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter, for the purpose of receiving public input on proposed Code amendments to add a new Part V, entitled “Environmental Protection”, to Code Chapter 20, including regulations on steep slopes, mountain ridge protection, flood hazard area development, sedimentation and erosion control, stormwater, illicit discharge detection and elimination, and several related technical amendments to Code Chapters 13 and 20.

This public hearing will occur as an in-person meeting in Council Chambers/Community Room at Town Hall, 30 South Main Street, Weaverville, NC.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be distributed to Town Council and may be read into the record of the public hearing. Written public comments can be submitted: (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) 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 Hearings, 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 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 February 6, 2024, the Planning Board reviewed and, with a unanimous vote, submits a favorable recommendation to Town Council on the attached proposed text amendments. These Code amendments add a new Part V entitled “Environmental Protection” to Code Chapter 20 and include articles and/or regulations for steep slopes and mountain ridge protection, which are listed as priorities within the Comprehensive Land Use Plan. It also includes provisions on flood hazard area development, sedimentation and erosion control, stormwater, illicit discharge detection and elimination, and several technical amendments. This favorable recommendation is based on the findings as stated below.

While the Planning Board is not expert in matters of environmental protection, it 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 environmental protection within the Town’s municipal limits.

Bob Pace, Chairman of the Planning Board

February 7, 2024

CHAPTER 20 – PLANNING AND DEVELOPMENT

PART V. ENVIRONMENTAL PROTECTION

ARTICLE I. GENERAL PROVISIONS

Sec. 20-5101 Authority

The regulations contained within this Part V are adopted under the authority and provisions of Part 2 of Article 9 of G.S. Chapter 160D and Article 21 of G.S. Chapter 143, and in accordance with municipal separate storm sewer system (MS4) permit requirements.

Sec. 20-5102. Applicability and Jurisdiction

The regulations contained within this Part V apply to all property located within the municipal limits of the Town of Weaverville.

Sec. 20-5103 Purpose and Intent

A primary and fundamental element of this Part V is the protection of the Town's existing environmental resources including floodplains and other stream corridors, wetlands, watersheds and groundwater recharge areas, soils, forest stands, specimen trees and other significant vegetation and wildlife. These elements are of economic value and make the Town a desirable place to live and visit.

Sec. 20-5104 Definitions

The following words, terms and phrases, when used in this Part V, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Slope. An inclined ground or earth material surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance. For the purposes of this article, slope will be calculated based on the Buncombe County GIS Slope Calculation Tool, or as certified by a licensed surveyor, engineer, or landscape architect.

Steep slope. Any lot, parcel, or tract of land which (a) has an average slope of 25% or more, or (b) is designated with a slide hazard ranking of 'moderate' or 'high' on a Stability Index Map prepared by the NCGS, and are determined irrespective of tract boundaries. Steep slope areas refer to natural grades and shall not include man-made grades.

Stormwater conveyance. Natural elements of a stormwater conveyance include swales and small drainage courses, streams, rivers, lakes, and wetlands. Manmade elements of a stormwater conveyance include gutters, inlets, ditches, pipes, culverts, channels, and most retention/detention facilities.

Stormwater conveyance system (or storm drainage facilities). A series of drainage facilities, both natural and manmade, which collect, contain, and provide for the flow of surface and storm water from the highest points on the land down to a receiving water and includes the Town's municipal separate storm sewer system (MS4).

ARTICLE II. LAND SUITABILITY

Sec. 20-5201 Land Suitability

Land subject to flood hazard, improper drainage, erosion, or that is for topographical or other reasons unsuitable for residential use as determined by the Town of Weaverville, shall not be platted or developed for residential use, nor for any other uses that will continue or increase the danger to health, safety, or property, unless the hazards can be and are corrected.

Sec. 20-5202 Flood Hazard Area Development

- (a) Construction and re-grading of areas lying with a floodplain can obstruct or divert water to other areas, limiting the floodplain's ability to (i) store and slow floodwater; (ii) filter sediments, nutrients and impurities; and (iii) provide fish and wildlife habitat. Proper management of development within the floodplain can help to protect lives and property, and prevent increased flooding.
- (b) The Town has adopted floodplain regulations consistent with the Buncombe County floodplain regulations that were authorized by Part 6 of Article 21 of G.S. Chapter 143, with said regulations being contained in Code Chapter 13.
- (c) The Town has authorized Buncombe County to be the Floodplain Administrator within the Town and, as such, Buncombe County has the authority for all permitting, inspections, and enforcement for all land disturbing and construction activities within the areas of the Town lying within the 100-year floodplain.
- (d) The land designated within the Areas of Special Flood Hazard that are subject to periodic inundation by 100-year flood as shown on FEMA flood insurance rate maps for the Weaverville area shall be identified on all plats.
- (e) Land designated as Special Flood Hazard Areas shall be developed only in accordance with Town Code Chapter 13, and any other applicable federal, state, or local regulation.
- (f) No grading, clearing, removal of significant vegetation, the placement of structures, fill, or any other encroachment activity shall occur within designated Special Flood Hazard Areas zones which would interfere with the natural water course without approval from the Floodplain Administrator based upon certification that such activity mitigates the potential adverse impact of flood hazard. Streets and utility lines and structures may be placed within the flood hazard area only if their elevation is raised above maximum flood heights or if they are otherwise flood protected.

ARTICLE III. SEDIMENTATION AND EROSION CONTROL

Sec. 20-5301 Purpose

The regulation of certain land disturbing activities is necessary in order to prevent the pollution and damage of water sources, lakes, streams and rivers, and other public and private property from erosion and sedimentation.

Sec. 20-5302 Sedimentation and Erosion Control Regulations

- (a) In order to prevent soil erosion and sedimentation pollution of streams, springs, flat waterbodies, drainage networks, or off site sedimentation damage, and when there are plans for land disturbing activity of one (1) acre or more, the Owner shall show proof of an erosion and sedimentation control plan which has been approved by the delegated permitting authority having jurisdiction in accordance with the North Carolina Administrative Code, Title 15A Chapter 4, as adopted by the North Carolina Sedimentation commission, January 11, 1978, as amended.
- (b) The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has authorized Buncombe County to be the permitting authority for all land disturbing activities within the Town. Persons disturbing one (1) acre or more shall comply with Buncombe County Erosion Control Program regulations (Buncombe County Code, Article V, of Chapter 26), as from time-to-time may be amended, including permitting procedures, inspection, and enforcement protocols.
- (c) The developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected. Temporary erosion and sedimentation control measures shall be placed in accordance with the approved Erosion Control Plan prior to any construction.
- (d) Erosion and sedimentation from land disturbance activities shall be controlled with appropriate methods as indicated in the NCDEQ NC Erosion and Sediment Control Planning and Design Manual or any other method approved by Buncombe County to prevent sediment runoff and siltation of adjoining parcels, lots, and streets.
- (e) In accordance with 15A NCAC 02H .0153, the Town of Weaverville relies upon the North Carolina Sedimentation Pollution Control Act (SPCA) of 1973 as a qualifying alternative program to meet a portion of the NPDES MS4 Permit requirements for construction site runoff control measures. The SPCA requirements include reducing pollutants in stormwater runoff from construction activities that result in land disturbance of greater than or equal to one (1) acre and includes any construction activity that is part of a larger common plan of development that would disturb one acre or more. The State SPCA Program has designated Buncombe County as a delegated county. In addition to the Buncombe County Erosion Control Program, the

Town of Weaverville implements the following measures to meet NPDES MS4 Permit Requirements:

- i. A stormwater hotline is available for reporting sediment run-off from construction sites and for questions concerning construction site activities.
 - ii. Construction site operators are required to control and manage waste at the construction site. Construction site waste items include, but are not limited to sediment, solid and sanitary wastes, oil and grease, concrete truck washout, construction chemicals, construction debris, and pesticides, and shall be handled appropriately so as not to impact water quality. (See Town of Weaverville Code of Ordinances Sec. 22-48 and NCG01)
- (f) The NPDES (NCG01) Construction Stormwater Permit process shall be followed, and the permit acquired prior to start of construction for all construction sites requiring an Erosion and Sediment Control Approval from the State or Buncombe County.

ARTICLE IV. STORMWATER CONTROL

Sec. 20-5401 Purpose

Proper management of stormwater runoff protects property, lessens stream channel erosion, prevents increased flooding, and provides additional protection for floodplains, wetlands, and other water resources and aquatic ecosystems.

Sec. 20-5402 Stormwater Regulations

The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has consented to the application of the Buncombe County construction and post-construction stormwater control regulations within the Town's jurisdiction and has authorized Buncombe County to perform all permitting procedures, inspections, and enforcement of those regulations.

ARTICLE V. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sec. 20-5501. Purpose

It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources. The purpose of the regulations set forth in this article is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of illicit discharges into the municipal stormwater conveyance system.

Sec. 20-5502. Illicit Discharges and Connections

(a) *Prohibited Discharges*

No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the state, or upon the land in such a manner and/or amount as is likely to reach a stormwater conveyance or the waters of the state, unless permitted by an NPDES permit. Prohibited substances and discharges include but are not limited to:

- (1) Wastewater lines (such as from washing machines)
- (2) Sanitary sewer lines
- (3) Food waste
- (4) Oil
- (5) Grease
- (6) Household, industrial, and chemical waste
- (7) Anti-freeze
- (8) Animal waste
- (9) Paint
- (10) Paint wash water
- (11) Garbage
- (12) Litter
- (13) Swimming pool discharges
- (14) Leaves
- (15) Grass clippings
- (16) Dead plants

(b) *Allowable Discharges*

Non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:

- (1) Drinking water line flushing
- (2) Discharge from emergency firefighting activities
- (3) Irrigation water
- (4) Diverted stream flows
- (5) Uncontaminated groundwater
- (6) Uncontaminated pumped groundwater
- (7) Discharges from potable water sources
- (8) Residential foundation/footing drains
- (9) Air conditioning condensation
- (10) Uncontaminated springs
- (11) Water from crawl space pumps
- (12) Individual non-commercial car washing operations
- (13) Flows from riparian habitats and wetlands
- (14) Street wash water
- (15) Other non-stormwater discharges for which a valid NPDES discharge permit has been authorized and issued by the US Environmental Protection Agency or by the State of North Carolina, and provided that any such discharges to

the municipal separate storm sewer system shall be authorized by the Town of Weaverville

(c) *Illicit Connections*

Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in subsection (b) above, are unlawful.

Prohibited connections include, but are not limited to: industrial/commercial floor drains, waste water or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.

Where such illicit connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance or regulation prohibiting such connections, the property owner or the person using said connection shall remove the connection within one (1) year following the effective date of this article; however, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

Where it is determined that said connection either (a) may result in the discharge of hazardous materials or may pose an immediate threat to health or safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or (b) was made in violation of any applicable regulation or code, other than this section, then the Stormwater Administrator shall designate the time period within which the illicit connection shall be removed. In setting the time limit for compliance, the Stormwater Administrator shall take into consideration the following:

- (1) The quantity and complexity of the work;
- (2) The consequences of delay;
- (3) The potential harm to the environment, to the public health, and to public and private properties; and
- (4) The cost of remedying the damage.

(d) *Spills and Accidental Discharges*

In the case of accidental discharges, the responsible party shall immediately begin to collect and remove the discharge and restore all affected areas to their original condition. The responsible party shall immediately notify the Town of Weaverville of the accidental discharge, including the location of the discharge, type of pollutant, volume or quantity discharged, time of discharge, and the corrective actions taken.

Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by federal, state, or other law.

(e) *Notice of Violation*

When the Town Manager, Stormwater Administrator, or other authorized representative finds that a discharge or connection violates any provisions of this article, the Town Manager, Stormwater Administrator, or authorized representative, may issue a Notice of Violation. The Notice of Violation shall identify the nature of the violation, amount of penalty (if applicable), set forth the measures necessary to comply with this article and provide a specific time period for compliance.

The Notice may be served by registered or certified mail, hand delivery, or any other means determined to give actual notice. Refusal to accept the notice shall not relieve the violator's obligation to comply with this article or to pay any applicable penalty.

(f) *Enforcement and Penalties*

Any person that violates the provisions of this article is subject to a civil penalty.

- (1) No penalty shall be assessed until the person alleged to be in violation has been notified of the violation.
- (2) The maximum civil penalty for each violation of this article is \$5,000. Each day of violation shall constitute a separate violation and can be assessed from the date the violation first occurs.
- (3) The Town Manager, Stormwater Administrator, or other authorized representative shall determine the amount of the civil penalty assessment. In determining the amount of a civil penalty, all relevant mitigating and aggravating factors shall be considered including, but not limited to, the following:
 - i. Degree and extent of harm caused by the violation;
 - ii. Cost of rectifying the damage;
 - iii. Whether the violator saved money through noncompliance;
 - iv. Whether the violator voluntarily took reasonable measures to restore any areas damaged by the violation;
 - v. Whether the violation was committed willfully;
 - vi. Whether the violator reported the violation;
 - vii. Prior record of the violator in complying or failing to comply with this Code or any other local, state, or federal water pollution control rule or regulation;
- (4) In addition to the civil penalty, penalties for costs to restore damaged property may be assessed based on restoration costs, which include but are not limited to, cleanup costs, devaluation of property, and value of animal and plant life damaged or destroyed.
- (5) If an alleged violator does not pay a civil penalty assessed within 30 days after it is due, or does not appeal a civil penalty assessment as provided in subsection (g) below entitled "Appeals Process", the Stormwater Administrator shall request the North Carolina Department of Environmental Quality, Division of Water Quality, to administer the penalty.
- (6) Violation of these regulations shall not constitute a misdemeanor or infraction punishable under the criminal laws of North Carolina.

(g) Appeals Process

Any person who desires to appeal a demand for payment of the civil penalty shall have 30 days from said demand of payment to submit an appeal in writing to the Town Manager or Stormwater Administrator. The Town of Weaverville shall then grant an appeal hearing before the Weaverville Town Council within 30 days after receipt of the appeal. The Town of Weaverville shall provide the appellant with a minimum of 10 days advanced written notice of the time and place of the appeal hearing. Thereafter, the appellant shall have 30 days to comply with the final decision of the appeal hearing.

ARTICLE VI. STEEP SLOPE REGULATION AND MOUNTAIN RIDGE PROTECTION

Sec. 20-5601 Purpose and Objectives

This article regulates development on mountains and hillsides to ensure growth occurs in a manner that will preserve the Town's visual character, protect the public health, safety and welfare, and promote environmentally sound design and planning. The regulations established in this article recognize development in hilly or mountainous areas involves special considerations due to the slope of the land. The following objectives serve as general guidelines to fulfill the purpose of this section.

- (a) To reduce the likelihood of slope failures by promoting safe and stable slopes on developed or disturbed land;
- (b) To prevent inappropriate development and to protect life and property from potentially hazardous conditions;
- (c) To protect the quality of wetlands and watercourses from increased sedimentation;
- (d) To minimize grading, cut and fill operations, and impervious surfaces;
- (e) To protect plant and animal habitat from disturbance, development, and the removal of vegetation;
- (f) To preserve the aesthetics and qualities of the natural terrain and to respect the existing topography and natural conditions; and
- (g) To require disclosure of landslide hazards to purchasers of properties located in area vulnerable to landslides as indicated on maps prepared by the North Carolina Geological Survey (NCGS)

Sec. 20-5602 Applicability

The provisions of this article apply in the following circumstances:

- (1) Any portion of a lot, parcel, or tract of land which has been approved for development or subdivision after the date of adoption of this section shall be required to comply with the provisions of this section.

- (2) Additions to existing structures greater than 600 square feet of disturbed area.
- (3) Site disturbances encompassing more than 600 square feet of disturbed area.

Sec. 20-5603 Exemptions

The following land uses or activities are exempt from the requirement of this article provided they comply with any limitations or conditions specified herein and all other provisions of this Chapter 20:

- (a) Lots containing an average natural slope of less than 25%
- (b) Agricultural and forestry uses or activities consistent with all state and federal laws and the latest Best Management Practices for those activities;
- (c) Landscape maintenance activities, including the removal of diseased, dead or damaged trees.
- (d) Previously approved developments are exempt for a period of two years subsequent to the effective date of this article.
- (e) Any legally non-conforming lots of record, referring to the owner or any successor in interest of a vacant lot of record existing as of the effective date of this section, shall be entitled to build one single-family home thereon, provided, however, that approval shall be in accordance with Code Sec. 20-1602(b) related to nonconforming lots.

Sec. 20-5604 General Regulations for Development and Other Land Disturbing Activity on Steep Slopes

- (a) *Plan Requirements* – Steep slope areas shall be clearly indicated on all site plans, development plans, preliminary plats, final plats, special use permits and plans submitted as a part of a conditional district.
- (b) *Appeal of Administrative Decisions* –When a property owner or developer disagrees with an administrative decision which determines the presence or location of a steep slope area, the property owner or developer may present a topographical map and slope calculation certified by a professional surveyor, engineer, or architect, and request a new determination. Appeals of final administrative decisions or determinations shall be made to the Board of Adjustment pursuant to Code Sec. 20-1308 and 20-1309.
- (c) *Requirements for Roads and Driveways*
 - i. All new public and private roads and driveways shall be designed and constructed to minimize the potential for landslides, erosion, and runoff.
 - ii. Roads and driveways shall be located to preserve the maximum number of existing trees on the site.

- iii. Roads and driveway shall be designed to create the minimum feasible amounts of land coverage and the minimum feasible soil disturbance. Variations in road design and construction specified by the Town in its regulations shall be permitted, as approved by the Administrator, to prevent the dedication of unnecessarily large amounts of land to such roads or driveways.
- (d) *Development Limitations* – Development and land disturbance on steep slope areas shall be conducted in accordance with the following requirements. Compliance with these requirements shall be determined by the approving authority.
 - i. Artificial or reconstructed slopes shall not exceed 50% or 2H:1V. All fill shall be stabilized in conformance with generally accepted engineering standards, including a compacted density of at least 95%. Non-load bearing retaining walls shall be encouraged to reduce the amount of disturbance to the natural slope.
 - ii. To accommodate building placement on steep slope areas, front and side yard setbacks on interior lots of the development may be reduced by up to 50% at the discretion of Board of Adjustment using the procedures for a variance. Where appropriate, buildings and structures should be located as close to the road as possible to preserve the natural terrain and to minimize disturbance and the length of driveways.
 - iii. Sedimentation and erosion control shall be provided during and after construction consistent with the requirements of Article III of this Part V and Buncombe County’s Erosion and Sedimentation Control Program.
- (e) *Density and Lot Size* – Densities of residential development shall be reduced in steep slope areas to support the goals and objectives of this article. Development on lands subject to this article shall meet the density requirements shown below in the table.

Maximum Density by Existing Slope		
Existing Slope	Minimum Lot Size (Acres)	Maximum Density (units per acre)
25.00% - 44.99%	0.5	1.00
45.00% - 59.99%	2.0	1.00
60.00% +	4.0	1.00

Sec. 20-5605 Structure Height and Mountain Ridge Protection

The maximum height of any building shall not extend closer than 15 feet to any point on a mountain ridge on which said building is constructed. For the purposes of this article, mountain ridge refers to geological formations and not vegetation.

TECHNICAL AMENDMENTS

CHAPTER 13 – FLOOD DAMAGE PREVENTION

Sec. 13-80. Appeals.

...

- (6) *Appeals from decision of board of adjustment.* Appeals from the board of adjustment may be taken to the courts pursuant to G.S. ~~160A-388, as amended~~ 160D-1402, as from time to time may be amended.

CODE SECTIONS TO BE REPEALED IN FAVOR OF NEW PART V OF CHAPTER 20:

- Article VII of Part III of Chapter 20 entitled “Hillside Development Regulations” – repeal; replaced with new regulations at Article VI of Part V of Chapter 20
- Code Sec. 20-1110 entitled “Erosion and Sedimentation Control” – repeal; content moved to new Article III of Part V of Chapter 20
- Code Sec. 20-1111 entitled “Floodplain Regulations” – repeal; content expanded and moved to new Code Sec. 20-5202 entitled “Flood Hazard Area Development”
- Code Sec. 20-1112 entitled “Stormwater Control” – repeal; content moved to new Article IV of Part V of Chapter 20

MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, February 26, 2024**

The Town Council for the Town of Weaverville held its regular meeting on February 26, 2024, 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, Vice Mayor Catherine Cordell and Council members Doug Jackson, John Chase, 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, Assistant Police Chief Somer Oberlin, 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

Council member Wood requested to adjust items E. Annexation & Zoning 9 Pleasant Grove Road and F. Annexation & Zoning 6 Pleasant Grove Road from Consent Agenda to Discussion and Action Items, to which Mayor Fitzsimmons moved the two items to discussion. Mayor Fitzsimmons added the Proclamation for Blue Mountain Pizza under Consent Agenda items for Proclamations.

Council member Jackson motioned to approve the agenda as adjusted above. 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.

Mayor Fitzsimmons reminded everyone of the importance of the vote in democracy. The Primary Election is March 5th, and early voting ends Saturday, March 2nd.

4. Consent Agenda

Town Manager Coffey reviewed the following consent agenda items:

- A. *January 16, 2024, Town Council Workshop Minutes – approved as presented*
- B. *January 22, 2024, Town Council Regular Meeting Minutes – approved as amended to include MPO report*
- C. *Monthly Tax Report and Request for Refunds/Releases – approved as presented*
- D. *Budget Amendments Police Department – approved as presented*
- E. *Annexation & Zoning – 9 Pleasant Grove Rd – (delayed for discussion)*
- F. *Annexation & Zoning – 6 Pleasant Grove Rd – (delayed for discussion)*
- G. *Proposed Environmental Regulations – Public Hearing set for 3/25/24 @ 6pm*
- H. *Revisions to Weaverville Tailgate Market MOU – approved as presented*
- I. *Earth Day Proclamation and Blue Mountain Pizza Proclamation – approved with amendment to Earth Day Proclamation*

Vice Mayor Cordell clarified that the MPO report from January 22nd should be included and attached to the meeting minutes. Council member McGuire requested a correction to the preamble in the Earth Day Proclamation.

Council member Chase moved to approve the Consent Agenda with the aforementioned amendments. The motion was approved unanimously 7-0.

5. Town Manager's Report Town Manager Coffey

Town Manager Coffey provided the Town Council with project updates and program highlights:

- Short-term rentals Community Engagement session and report
- OSHA Consultation and Safety Committee report
- Outdoor Recreation Complex basketball and pickleball court usage and noise reduction panel materials and vegetative buffers installation
- Eller Cover Watershed and Elevated Trail System
- Quarry Road Trail System report and updates
- Active Weaverville Committee Update- Hillside and Main Streets intersection and Main Street streetscape Project
- Avian Bird Flu and Lake Louise secondary lab testing and results
- Dry Ridge Historical Museum Annual Report for 2023
- Annual Budget Process and workshop and meeting schedule March 19th is first workshop
- Weaverville Business Association Candlelight Stroll and Holiday Parade collaboration
- Appointment of Assistant Chief Oberlin as new Police Chief
- Retirement Reception for Police Chief Davis on March 21st
- Early Voting and Primary Voting schedule

In response to Council member Jackson's question regarding the Electric Vehicle program, Chief Davis said the Town has six charging stations, but they are not fast-charging station. He reviewed the plan to expand, the expected costs, and to consult with Duke Energy.

6. General Public Comments

Mr. Bo Platt of Crescent Court requested that Town Council consider an ordinance to add golf cart usage for the Golf Club.

Mr. Ward Patton owner of Weaver House on Main Street addressed the 10:00 p.m. noise ordinance, stating that it negatively impacts his clients between 25-35 age range, particularly in summer months. Mr. Patton requested Town Council to consider allowing a few events extended to 11:00 pm. He suggested they notify the neighborhood if there were to be any later events.

Ms. Alexandra Bertram, manager at Weaver House for five years, reiterated the request to extend the noise ordinance hours for amplified sound to 11:00 p.m.

Mr. Doug Dennison of Weaverville spoke in opposition to noise ordinance amendments to increase to later hours. Mr. Dennison complained of the noise from Weaver House as it negatively impacts his family at his home behind the event space.

Ms. Janie Neely of Alabama Avenue objects to a special event noise ordinance. She is opposed to any changes past 10 p.m. as other businesses will be allowed to stay open later and there will be noise pollution.

Mr. John Philips of Valley Drive spoke in favor of code amendments that will allow golf cart usage on the Town streets in the Reems Creek golfing community. He is in favor of expansion of water distribution system in particular the water main at Ponder Road property and Lakeway Circle. Mr. Philips requested consideration at the Budget Workshops to address the drainage system at Reems Creek Golf Course. There are holes in drain lines under the major roadways causing drainage problems.

Kevin Ude of Alabama Avenue was opposed to an extended hour noise ordinance. The loud music at Weaver House events vibrates his dwelling. The 10:00 p.m. timeframe was a compromise at the time of the noise ordinance adoption. Mr. Ude was in favor of sound buffer requirements. Mr. Ude agrees with the notification suggestion by Mr. Patton of any later events.

7. Discussion & Action Items

A. Audit Contract Renewal

Finance Director Dozier stated the Audit Contract with Gould Killian CPA Group was a 3 year agreement that has now expired. Staff recommended approval to renew for another 3-year period without going through an RFP process.

There was discussion regarding the RFP from 2018, and who is to staff future audits if Gould Killian continues as the Town's auditing firm.

Council member Jackson moved to renew a three-year contract for audit services with Gould Killian CPA, but to request that they change the personnel staff who perform the audit. The motion was approved unanimously 7-0.

B. Annexation Petition – 75 Cole Road

Attorney Jackson reviewed the voluntary annexation petition located at 75 Cole Road. She explained the resolution, if approved, directs the Clerk's Office to investigate the sufficiency of petition and the Planning Board to review and recommend a zoning district. She clarified the definition of satellite annexation. Additionally, the Public Works Director would provide the

analysis of the water allocation next month for 220 units in a multifamily development proposed at the subject site.

There was discussion regarding the MSD sewer lines, survey and connections. Attorney Jackson indicated the applicant's engineer and developer will have to address this as the developer needs a public sewer connection which is currently on the east side of I-26.

Council member Lawrence moved to adopt the Resolution concerning Voluntary Annexation Petition which directed the Clerk's Office to investigate the sufficiency of the annexation petition located at 75 Cole Road and directed the Planning Board to evaluate the R-12 zoning request. The motion was approved unanimously 7-0.

C. Resolution Supporting County Passive Recreation Lands Grant Application

Attorney Jackson reviewed the Resolution Supporting County Passive Recreation Lands Grant Application noting the request provides authority to submit an application for funding. She explained that Elevated Trail Design has provided preliminary information on the Eller Cove Watershed trail system, as well as Reems Creek and Quarry Road areas, and that presentation is expected in the near future to be presented by Mr. Mark Endries.

If granted authority, the Town can apply for the Buncombe County Open Space Bond monies. Application deadline is end of March, if the Town has this funding option, Town Council would then review this grant if it wished to move forward. Manager Coffey added volunteers cannot complete the work for this project, so funding helps.

Council member Jackson moved to approve the Resolution that authorizes Staff to submit an application for the County Passive Recreation Lands Grant funding for the Weaverville Watershed Trail's Projects. The motion was approved unanimously 7-0.

D. Waterline Easement Approval – Lakeway Circle

Public Works Director Pennell presented the proposed easement for the Lakeway Circle waterline system. He reviewed the layout of the water system, noting the narrow buffer area located between the subject site and the Town's right-of-way. The developer would connect to Lakeway Circle at the right-of-way.

Mr. Pennell reviewed the negotiations with the Reems Creek Homeowners Association, Golf Course, the State Agency review and permitting process, and the easement agreement. The Staff recommends granting the easement, subject to final review and minor modifications that are approved by Town Manager, Town Attorney and Public Works Director.

Council member Jackson moved to approve waterline easement agreement subject to staff level review and approval by the Town Manager, Town Attorney and Public Works Director. The motion was approved unanimously 7-0.

E. Paving Contract Change Order – ADA Sidewalk Ramps

Public Works Director Pennell summarized the ADA sidewalk ramp and paving project and the request for the Paving Project change order to include the ADA compliant sidewalk ramps.

Council member McGuire noted the project contract time was not updated on the change order and should be.

Council member Wood moved to approve change order with the project contract time correction. The motion was approved unanimously 7-0.

F. Citizen Requested Code Amendments – Initial Consideration

Mayor Fitzsimmons addressed the Weaver House request to extend noise ordinance hours. There was discussion regarding Ashville's downtown noise ordinance at music venues, the current Weaverville noise ordinance, the Police Department's enforcement and complaints.

Council member Jackson was concerned that there should be consistency and standards applied throughout the town. He disagreed with allowing a few events to have an extended hour of amplified sound. Council member Wood read a letter she received from the homeowners at 19 Alabama Avenue who were opposed to extended hours of amplified noise.

Mayor Fitzsimmons stated there was general consensus to take no action and pursue no changes to the current noise ordinance.

Mayor Fitzsimmons addressed the request from the Reems Creek golfing community to allow the use of privately owned golf carts on a select number of public streets around the Reems Creek Golf Course.

In response to Vice Mayor Cordell inquiry, Manager Coffey said staff investigated several ordinances from cities that allow golf cart usage within golf communities. Staff recommend that there be a list of specific streets within the golf community they would apply to. Further discussion regarding safety features, roadway miles-per-hour speed, licensed drivers, and list of streets and Police Department procedures and town impacts and concerns were addressed.

Mayor Fitzsimmons stated there was general consensus for Staff to prepare a proposed ordinance for golf cart usage for a list of streets within the golf course community for Council's consideration.

G. Tree Board

Manager Coffey noted staff seeks direction from Council regarding the Tree Board. She reviewed the history of the previous Tree Board, National Arbor Day requirements, Tree Ordinance process, and impacts on town property.

Mayor Fitzsimmons stated there was general consensus to move forward with re-establishing an independent Tree Board and asked staff to work on any needed code amendments to Chapter 2 and 32.

H. Rules of Procedure – Meeting Cancellation

Attorney Jackson noted there was some council member interest in discuss the parameters in place to govern meeting cancellations. Attorney Jackson indicated that there was nothing in Town Council's Rules of Procedures that addresses meeting cancellations, but that would be a good place to include some parameters. The Attorney reviewed possible amendments with the highlighted sections being want could be added.

Council member Wood said she requested the amendments and Council member Chase said he reviewed the language and would be in favor of amending the Rules of Procedure.

Council member Chase moved to adopt the amendments to the Rules of Procedure for Town Council as presented. The motion was approved unanimously 7-0.

I. Annexation & Zoning – 9 Pleasant Grove Road request to set the Public Hearings for March 25, 2024

Planning Director Eller reviewed the voluntary annexation request located at 9 Pleasant Grove Road containing approximately 10 acres. The subject site is claiming vested rights as they have Buncombe County approved development plans for 40 townhouse units. The water allocation by the Town was renewed conditioned upon voluntary annexation into the town. The Town Clerk previously submitted her Certificate of Sufficiency and the Planning Board has completed its review of the requested zoning.

Council member Wood questioned the density. There was discussion regarding the flood plain, grading and elevation requirements and steep slope, vested rights, floodplain construction requirements, and the County's floodplain inspection procedures. Mr. Warren Sugg, Engineer for the applicant was available for questions.

In response to Vice Mayor Cordell's question regarding the infrastructure in the area, Mr. Pennell explained that the water lines infrastructure would not be affected by the grading and construction or from flooding. He described the layout of the site area and subject site.

Mr. Sugg said the design addressed the 100-year floodplain elevation and the driveways must be at least 2-foot above the units.

Council member McGuire moved to set the Public Hearing for Annexation and Zoning located at 9 Pleasant Grove Road for March 25, 2024 at 6:00 p.m. or soon thereafter. The motion was approved unanimously 7-0.

J. Annexation & Zoning – 6 Pleasant Grove Road to set Public Hearings for March 25, 2024

Mayor Fitzsimmons requested staff review of the voluntary annexation request. Attorney Jackson stated that 6 Pleasant Grove Road annexation petition covers approximately 6 acres. Annexation was requested for the purpose of obtaining town services to support a development of up to 50 townhouse units on the property. The approval of water allocation would be subject to annexation by the town. Mr. Warren Sugg is the same engineer who is available to answer questions. The subject site does not have vested rights.

Council member Lawrence moved to set the Public Hearing for Annexation and Zoning located at 6 Pleasant Grove Road for March 25, 2024 at 6:00 p.m. or soon thereafter. The motion was approved unanimously 7-0.

K. Quarterly Report – Police

Chief Davis provided the Police Department quarterly report including the town-wide trends.

L. Quarterly Report – Fire

Chief Harris reviewed the Fire Department quarterly report, and highlighted the response times, inspections, safety, community engagement, wildfire season education, stewardship and partnerships with various agencies, such as the nursing home facility.

8. Closed Session NCGS § 143-318.11(a)(3), NCGS § 143-318.11(a)(5), NCGS § 143-318.11(a)(6)

At approximately 8:02, Council member Chase moved to enter closed session as allowed by N.C.G.S. § 143-318.11(a)(3) to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, NCGS § 143-318.11(a)(5) – To establish or to instruct the public body's staff or negotiating agents concerning the amount of compensation or other material terms of a proposed employment contract; and NCGS § 143-318.11(a)(6) – To consider the qualifications, competence, performance, character, fitness, conditions of appointment/employment of a public officer or employee. The motion was approved unanimously (7-0) and Town Council entered into closed session.

[Closed Session]

At approximately 8:56 pm, Vice Mayor Cordell motioned to exit closed session and reenter open session. The motion was approved unanimously 7-0.

9. Adjournment Mayor Fitzsimmons

There being no further business and without objection, Mayor Fitzsimmons adjourned the meeting at approximately 8:57 p.m.

ATTEST:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024
SUBJECT: Monthly Tax Report and Request for Refunds/Releases
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for February

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of February 2024 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **98.63% of the Town's property taxes have been collected as of the end of February**. This totals \$4,146,814 out of the \$4,204,339 total tax levy (real property, personal property, and business personal property). At the end of February 2024, there was only \$57,525 left to collect of the 2023 property taxes.

There were no Motor Vehicle Levy Releases/Refunds for February.

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

February 2024	Property Tax Levy Release/Refund	\$1.01
February 2024	Motor Vehicle Levy Release/Refund	\$0.00

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 February 2024:

Original Billed Amts	\$	4,196,765
Abs Adj (Adjustments by Assessor)	\$	(2,949)
Bill Releases	\$	(55)
Discovery Levy	\$	8,428
Additional Levy	\$	2,149
Net Levy	\$	4,204,339
Total Current Year Collections	\$	4,146,814
% Collected		98.63%
Total Left to be Collected:	\$	57,525
Prior Years Tax Paid	\$	-
Prior Years Interest Paid	\$	3,693

Date run: 3/4/2024 9:09:09 AM
Data as of: 3/3/2024 11:31:32 PM

TR-401G Net Collections Report

NCPTS V4

Report Parameters:

Date Sent to Finance Start: Min - February 1, 2024 Date Sent to Finance End: Max - February 29, 2024 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: 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, Year For: 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, Collapse
2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, Districts: N
2006, 2005, 2004 2005, 2004, 2003

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

Fiscal Year Activity from July 1, 20XX to February 29, 2024										Activity from February 1, 2024 to February 29, 2024			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Collection Fee Amt (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Unpaid Balance (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest													
2023	0.00	0.00	0.00	0.00	0.00	0.00	4,350.94	0.00	0.00	1,965.50	0.00	0.00	0.00
				4,350.94	0.00	0.00	NA	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	4,860.95	0.00	0.00	19.23	0.00	0.00	0.00
			0.00	4,860.95	0.00	0.00	NA	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	0.00	5,050.81	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	5,050.81	0.00	0.00	NA	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	11,900.51	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	11,900.51	0.00	0.00	NA	NA	NA			0.00	0.00
2019	0.00	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
			0.00	5,056.63	0.00	0.00	NA	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	316.01	0.00	0.00	NA	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00	0.00
			0.00	39.57	0.00	0.00	NA	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00	0.00

			0.00	64.92	0.00	0.00	0.00	0.00	NA			0.00	0.00	0.00
2015		0.00	0.00	0.00	0.00	0.00	0.00	0.00	NA			0.00	0.00	0.00
			0.00	100.08	0.00	0.00	0.00	0.00	NA				0.00	0.00
2014		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			2.92	0.00	0.00
			0.00	13.46	0.00	0.00	0.00	0.00	NA				0.00	0.00
2013		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
			0.00	1,020.36	0.00	0.00	0.00	0.00	NA				0.00	0.00
2012		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
			0.00	730.74	0.00	0.00	0.00	0.00	NA				0.00	0.00
2011		0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00			0.00	0.00	0.00
			0.00	12.59	0.00	0.00	0.00	0.00	NA				0.00	0.00
			0.00	12.59	0.00	0.00	0.00	0.00	NA				0.00	0.00
Sub.	0.00		0.00	0.00	0.00	0.00	0.00	0.00	0.00			1,987.65	0.00	0.00
			0.00	33,517.57	0.00	0.00	0.00	0.00	NA				0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY														
2024		0.00	0.00	0.00	21.25	21.25	21.25	21.25	0.00			21.25	0.00	21.25
			0.00	21.25	0.00	0.00	0.00	100 %	0 %				0.00	0.00
2023		9,154.90	55.02	0.36	36.73	9,216.60	9,106.13	9,106.13	110.47			45.40	0.00	0.00
			0.00	9,106.13	80.35	0.00	98.80 %	98.80 %	1.20 %				0.00	0.00
2022		2,555.97	4.77	0.80	733.13	3,283.53	3,266.55	3,266.55	16.98			2.56	0.00	0.00
			0.00	3,266.55	0.00	0.00	99.48 %	99.48 %	0.52 %				0.00	0.00
2021		1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	4,392.09	21.83			0.00	0.00	0.00
			0.00	4,392.09	0.00	0.00	99.51 %	99.51 %	0.49 %				0.00	0.00
2020		1,211.84	478.88	0.96	6,083.77	7,047.59	7,032.49	7,032.49	15.10			0.00	0.00	0.00
			0.00	7,032.49	231.82	0.00	99.79 %	99.79 %	0.21 %				0.00	0.00
Sub.	14,243.02		603.87	2.66	10,034.23	23,982.89	23,818.51	23,818.51	164.38			69.21	0.00	21.25
			0.00	23,818.51	312.17	0.00	99.31 %	99.31 %	0.69 %				0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX														
2024		0.00	0.00	0.00	53.12	53.12	53.12	53.12	0.00			53.12	0.00	53.12
			0.00	53.12	0.00	0.00	100 %	100 %	0 %				0.00	0.00
2023		4,196,765.41	2,948.95	54.68	8,428.28	4,204,338.92	4,146,813.68	4,146,813.68	57,525.24			73,412.14	0.00	0.00
			0.00	4,146,813.68	2,148.86	0.00	98.63 %	98.63 %	1.37 %				0.00	0.00
2022		3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,022.52	3,989,022.52	1,487.46			161.07	0.00	0.00
			735.06	3,989,757.58	0.00	0.00	99.96 %	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	3,725,357.32	3,725,357.32	3,050.39			0.00	0.00	0.00
			726.57	3,726,083.89	2,934.84	0.00	99.92 %	99.92 %	0.08 %				0.00	0.00
2020		3,354,216.35	6,680.68	71.80	22,650.56	3,373,041.19	3,372,001.29	3,372,001.29	1,039.90			0.00	0.00	0.00

		2,156.28	3,374,157.57	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	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
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00	0.00
Sub.	15,396,249.14	17,244.50	3,327.50	51,204.65	15,434,692.25	15,371,589.26	63,102.99	73,626.33	0.00	1.01	53.12	
		3,617.91	15,375,207.17	7,810.46	0.00	99.59 %	0.41 %			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
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %			0.00	0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %			0.00	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
		0.00	145.15	0.00	0.00	70.60 %	29.40 %			0.00	0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %			0.00	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
		0.00	160.43	0.00	0.00	83.22 %	16.78 %			0.00	0.00	0.00
2014	2,126.15	0.00	5.98	0.00	2,120.17	31.99	2,088.18	3.32	0.00	0.00	0.00	0.00
		0.00	31.99	0.00	0.00	1.51 %	98.49 %			0.00	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
		0.00	1.15	0.00	0.00	0.20 %	99.80 %			0.00	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
		0.00	204.72	0.00	0.00	31.94 %	68.06 %			0.00	0.00	0.00
Sub.	56,171.30	0.00	891.45	0.00	55,279.85	46,050.65	9,229.20	3.32	0.00	0.00	0.00	0.00
		0.00	46,050.65	0.00	0.00	83.30 %	16.70 %			0.00	0.00	0.00
Total	15,466,663.46	17,848.37	4,221.61	61,238.88	15,513,954.99	15,474,975.99	72,496.57	75,686.51	0.00	1.01	74.37	
		3,617.91	15,478,593.90	8,122.63	0.00	99.53 %	0.47 %			0.00	0.00	

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 25, 2024
Subject: Approval of FY 2023-2024 Audit Contract
Presenter: Town Finance Director
Attachments: Audit Contract with Gould Killian CPA Group

Description:

At the direction of Town Council staff has negotiated another three-year contract with Gould Killian for our annual financial audit, beginning with fiscal year 2023-2024. The total fee is \$28,600 for the audit plus \$5,900 for completion of the Annual Comprehensive Financial Report, for a total of \$34,500.

This amount is an increase of \$8,600 over the prior three audits. The increased cost is due to additional regulatory requirements related to OPEB (Other Post-Employment Benefits), independence issues, compliance with state laws and regulations that now require more audit work, and an overall increase in labor costs. The fee will increase 2% annually over the next three fiscal years.

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2023-2024 Audit. The contract binds the Town for this one year only. This contract must be executed by the Town in order for the auditor to provide same to the Local Government Commission (LGC).

Per the Mayor's request, Gould Killian has stated that they will try to assign a different lead auditor if possible.

Council Action Requested:

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

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

February 19, 2024

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

Agreement to Provide Services

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

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2024. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Weaverville’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Required schedules for Law Enforcement Officers’ Special Separation Allowance
3. Required schedules for the Local Government Employees’ Retirement System
4. Required schedules for Other Postemployment Benefits

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

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

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

Audit Objectives

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

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

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

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

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

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

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

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

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

1. Management's override of internal controls

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

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

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

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

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

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

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

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

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

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

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

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

Reproduction of Audit Report

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

Posting of Audit Report and Financial Statements on Your Website

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

Review of Documents In Connection With Offering of Sale of Debt

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

Availability of Records and Personnel

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

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

Assistance by Your Personnel

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

Peer Review Reports

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

Other Services

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

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

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

Independence

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

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

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

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

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

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit in June 2024 and to issue our reports no later than October 31, 2024. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the Town for the services described above of \$34,500 are expected to be \$28,600 for the financial statement audit and \$5,900 for financial statement preparation. An additional variable fee of \$3,900 per major program will be charged should a federal and/or state single audit be necessary.

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

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

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

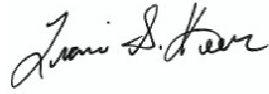
Reporting

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

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

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

Very truly yours,



Travis S. Kever
Certified Public Accountant

RESPONSE:

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

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: ☒ Auditor ☐ Governmental Unit ☐ Third Party

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

Name:

Title and Unit / Company:

Email Address:

Tonya Dozier

Fin Director/Town of Weaverville

tdozier@weavervillenc.org

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

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

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


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

Primary Government Unit	Town of Weaverville
Audit Fee (financial and compliance if applicable)	\$ 28,600
Fee per Major Program (if not included above)	\$ 3,900 (Not to exceed amount includes 1 major program)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 5,900
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 38,400

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Travis S. Keever	Signature* 
Date* 02/27/24	Email Address* tkeever@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Weaverville	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 38,400
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit Certificate*	Email Address*

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024

SUBJECT: Water Commitment and Extension Renewal – Encore at Reems Creek - 480 Reems Creek Road

PRESENTER: Public Works Director Dale Pennell

ATTACHMENTS: Application for Renewal
Original Letter of Water Commitment dated 2/9/2023

DESCRIPTION/SUMMARY OF REQUEST:

The Town granted a water commitment for a 139-unit townhouse project to be located at 480 Reems Creek Road by letter dated February 9, 2023. The applicant/developer has indicated that their project, which is now known as Encore at Reems Creek, is underway but that they have not yet started construction of the water system improvements. The applicant/developer is requesting a one-year extension of the water commitment for the above project.

No conditions have changed from the original development plans and the requested water usage amount remains the same. As with the original water request, the Public Works Director has found that, at this time, there is sufficient capacity within the Town's water system to provide this project with water without affecting existing customers.

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

COUNCIL ACTION REQUESTED:

Town Council is asked to consider approval of the renewed water request through the adoption of the following motion:

I move that the water commitment and line extension request for the 139-unit townhouse project on 480 Reems Creek Road be extended for an additional year upon payment of the associated fees as set out in the Town's current fee schedule



Rec'd 3/4/24

Transmittal

Date: February 29, 2024

Project Name: Encore at Reems Creek / 480 Reems Creek

CDC Project: 12317

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 ☐ Digital

Copies	Date	Description
1	02/29/2024	Application for Commitment Letter (renewal)
1	09/29/2024	Check for \$100 Application Fee

Remarks:

Name: Daniel Smyers, PE

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: Dave Braun, PE

PROJECT NAME: Encore at Reems Creek/ 480 Reems Creek

ADDRESS: 168 Patton Ave

LOCATION: 480, 488, 492 Reems Creek Rd.

Asheville NC 28801

Weaverville, NC

PHONE NUMBER: 828-252-5388

9752-25-2483, 9752-25-5201,
PIN NUMBER: 9752-24-3887, 9752-24-6901

ELEVATION: 2180

TYPE OF SERVICE:

- | | | |
|-------------|-------------------------------------|--|
| RESIDENTIAL | <input type="checkbox"/> | SINGLE FAMILY HOME |
| | <input type="checkbox"/> | TWO FAMILY _____ NUMBER OF BUILDINGS |
| | <input checked="" type="checkbox"/> | MULTI-FAMILY <u>139</u> NO. OF BUILDINGS <u>1</u> UNITS PER BUILDING |
| | <input type="checkbox"/> | RESIDENTIAL SUBDIVISION _____ NO. OF LOTS |
| COMMERCIAL | <input type="checkbox"/> | SINGLE COMMERCIAL BUILDING |
| | <input type="checkbox"/> | UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS |
| | | _____ NO. OF UNITS |
| INDUSTRIAL | <input type="checkbox"/> | SANITARY FACILITIES ONLY |
| | <input type="checkbox"/> | SANITARY & INDUSTRIAL PROCESS WATER |
| OTHER | <input type="checkbox"/> | FIRE SPRINKLER SYSTEM |
| | <input type="checkbox"/> | IRRIGATION SYSTEM |
| | <input type="checkbox"/> | _____ |

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 675

MAXIMUM GALLONS PER DAY 58,380

ANTICIPATED DATE OF SERVICE Fall 24

Renewal of expired
Feb 09, 2023 letter

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 Dave Braun, PE 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 Dave Braun

Date 2.29.24

The Town of
Weaverville
NORTH CAROLINA

February 9, 2023

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

Re: Water Commitment for 480 Reems Creek
PIN 9752-24-3887; 9752-24-5201; 9752-24-2483

Dear Mr. Sugg:

This letter represents the Town of Weaverville's approval of the most recent water commitment request that was submitted by you on behalf of the owners of property at 480 Reems Creek Road dated December 5, 2022. Your request indicated that a proposed development on this property would consist of 139 townhouses, amenities building, leasing office, and pool. You requested domestic water service for 139 apartments at 400 GPD each (55,600 GPD) plus 2,780 GPD for the pool for a total of 58,380 GPD (675 GPM peak demand) and fire protection service demand at 500 GPM. Based on the information that you have provided, your commitment request is hereby approved in order to provide your project with domestic water service and fire protection flow. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. Please coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water system extension and related permits and services.
2. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
3. The Owner/Developer is to pay all costs associated with the installation of the water service, water service line, taps, meters, valves, and other related appurtenances.
4. Tap fees are not required where taps, meters, and associated appurtenances are

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

(828) 645-7116 • Fax (828) 645-4776

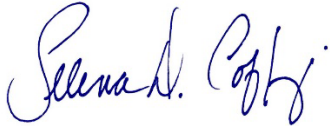
www.weavervillenc.org

provided and installed by Owner/Developer; a Tap Fee must be paid if the tap is made by Town Staff. System Development Fees, Service Charges, and Deposits will be assessed at the time water service is to be turned on.

5. This water commitment is valid only for the project described in this letter and is valid for 1 year from the date of this letter. Installation of the water system improvements must therefore begin before the expiration date unless otherwise extended per town policy.
6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. Your water tap(s) for the project must be installed to be eligible for a building permit.

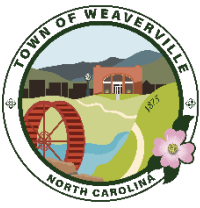
You paid \$100 on October 14, 2022, as part of your original Application for a Commitment Letter. Additional fees based on the inside-town-limits connections per the Town's current Fee Schedule will be required to activate your account.

Sincerely,



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

cc: Dale Pennell, Public Works Director



March 2024

COUNCIL FOLLOW UP ITEMS & UPDATES

Budget Process Update

I appreciated Town Council's discussion and input at the March 19 budget workshop. Your input will be very helpful as I complete my proposed budget. At the next budget workshop, Tuesday, April 16, I will be presenting the proposed budget.

Update on Governor's Crime Commission Grant

Representatives of the Weaverville Police Department met with representatives from NCDOT to discuss our grant request for RRFBs (rectangular rapid flashing beacons). There were many complications identified in the grant request. For example, ADA platforms will be needed at the sending and receiving sides of each crosswalk, which include upgrading to robust signposts with accessible push buttons. Each crosswalk was estimated to cost an additional \$40,000. Not every crosswalk could be modified due to existing features that do not (and likely cannot) meet current requirements. The consensus was that deploying an RRFB at only one site would not be recommended since it may further complicate the interactions between drivers and pedestrians. Ultimately, the plan for RRFBs has been temporarily suspended while we explore other options. Traffic Planning and Designs have been included in the dialogue concerning crosswalks, and these conversations are also being included in the Active Weaverville meetings in an effort to achieve the most efficient results on Main Street projects.

Pickleball Courts and Noise Reduction Efforts

Public Works has ordered 40 trees (20 American Holly like were planted at Town Hall for Arbor Day and 20 Arborvitae). the 41 acoustic panels were delivered on Monday and PW installed 10 panels on Court B on March 30 and were hoping to be finished with these installation by the end of the week. This will be the first step in addressing concerns about noise from the courts from neighbors that live on Lakeshore Drive and Metcalf Drive.

Tree Board Applications Update

At this point in time, we have only received a couple of Tree Board applications and therefore I do not have recommendations for appointments to that Board at this time. Hopefully we will have this on your April agenda.

Active Weaverville Committee Update

The Active Weaverville Committee continues to meet monthly, focusing on a Hillside improvement project, ideas for Main Street improvements, and the potential for a Yost sidewalk. Following some conversations between the Police Department and the DOT, the committee is ready for Town Staff to investigate next steps for a Main Street improvement project. This could entail performing a formal study or looking into a more detailed planning and design in order to bring NCDOT to the table. On behalf of the Committee, staff met with Town Planning Director and Town Attorney to discuss Code recommendations included in the Plan. The recommendation to implement a fee in lieu of sidewalks has already been done by Town Council, and many of the ADA recommendations are already in process. Other items in the Code Recommendations section are on a priority list for the Comprehensive Land Use Plan for 2024/2025. Committee is interested in working with Town Staff to brainstorm a bike awareness/bike safety event during the day on July 4th when Main Street is closed.

Strategic Plan Update

In follow-up to our retreat, I have been to begin a draft of the strategic plan. Councilman Lawrence has offered his assistance in this process and I will be sharing the initial draft to him as soon as possible.

INFORMATION

Grant Application for County Open Space Bond for Passive Recreation Lands

Staff, along with Mark Endries and Byron Hamstead, has been working on completing an application for funding the Eller Cove watershed trail system through the Buncombe County Open Space Bond for Passive Recreation Land. This application is due to the County on March 31 and we are on target to request funds for this project. As you will recall, we can expect a presentation from Elevated Trail Design with their proposal for this trail system during the April meeting. I would be remiss if I didn't offer our gratitude to Mark and Byron for assisting staff on this grant application.

Recent Meeting with Weaverville Business Association regarding Music on Main

As we discussed during the strategic planning retreat, one of our goals is to continue collaborating with the WBA on many issues, to include Music on Main. As a heads up, the WBA has indicated that they are likely to ask for this year's Music on Main event to be in a social district. I anticipate that they will bring their request to Town Council formally in April.

Application for Cybersecurity and IT Assessment Program Grant

Under the ARP grant funding program, the Town recently applied for the Cybersecurity and IT Assessment program, delivered by North Carolina League of Municipalities at no charge or match funding from the Town. The Cybersecurity and IT Assessment team will work alongside our provider,

Epsilon, for help the Town improve their posture against cyber security threats. This program aims to improve cybersecurity to lessen the likelihood of security breaches that, at a minimum, could impact the daily operations and services to our citizens. In addition to receiving the cyber security assessment, recommendations for continued IG1 compliance, individualized cyber security consulting on concerns from the Town, and potentially grant funding for future cybersecurity expenses.

Invasive Species and Live Staking Workshop Sponsored by River Link, Land of Sky Regional Council, and the Town of Weaverville

Mary Roderick coordinated this event held on March 16 from 10am-2:30pm. The event provided hands-on learning about invasive management and live staking techniques for erosion control. There were 21 people to show up Saturday and removed a large amount of invasive material by the lower bridge near the permanent pavilion foundation in the meadow. Participants also put a few hundred live stakes in the streambank that was cleared where there is erosion.



UPCOMING EVENTS AND IMPORTANT DATES

- Saturday, April 13, 5pm, Weaverville Fire Department Awards Banquet
- Tuesday, April 16, 2024, 6pm, Budget Workshop – Proposed Budget Presentation
- Friday, April 26, 2024, 11am, Arbor Day Program, Town Hall

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 25, 2024

Subject: Presentation of Short-Term Rentals Public Input Report

Presenter: Kayla DiCristina, Land of Sky Regional Council

Attachments: PowerPoint Presentation

Description:

As Town Council will recall, staff entered into an agreement with Land of Sky Regional Council for Kayla DiCristina to lead a public engagement process regarding short-term rentals. This process is now complete and Ms. DiCristina has presented her findings to the Planning Board. The contract also calls for a presentation to Town Council and Ms. DiCristina will be providing a brief presentation this evening.

Council Action Requested:

The Town Manager recommends Town Council discussion regarding its desire to regulate short-term rentals in Town limits. If Town Council determines that it is in the best interest of the Town to regulate short-term rentals to some extent, it would be appropriate to return this decision back to the Planning Board and ask them to begin their deliberations on the issue.

LETS TALK ABOUT SHORT-TERM RENTALS

PUBLIC ENGAGEMENT ANALYSIS | TOWN OF WEAVERVILLE

AGENDA:

1. Background & Process
2. Public Engagement Summary
3. Results & Key Takeaways

MARCH 25, 2024

PRESENTED BY:

LAND OF SKY REGIONAL COUNCIL

KAYLA DICRISTINA, REGIONAL PLANNER

BACKGROUND

- In 2023, Weaverville Town Council determined that it would like to evaluate the impact of short-term rentals within its corporate limits and tasked the Planning Board with beginning the evaluation process.
- The Town Manager recommended partnering with the Land of Sky Regional Council (LOSRC) to facilitate a public engagement process surrounding this topic.
- The goal for the short-term rental public engagement process was to identify any community concerns and issues that currently exist or may exist with the knowledge that planning is best when it is done proactively.

PROCESS

- The process focused on direct and personal community engagement to obtain input and identify any existing or future concerns surrounding short-term rentals in Weaverville.
- LOSRC planned three engagement sessions between December of 2023 and January of 2024.

PROCESS SUMMARY TABLE

DATE	# OF ATTENDEES	FOCUS
12/05/23	80 (approx.)	General public
01/09/24	33 (approx.)	Residents living in neighborhoods with short-term rentals
01/17/24	32	Short-term rental owners and operators

ENGAGEMENT SESSIONS

A

12/05/23

- Listening forum for the general public to share their questions, concerns, comments, and experiences on short-term rentals in Weaverville.
- Attendees were asked about challenges in affordability and availability of securing housing and the impacts on community and neighborhood character from short-term rentals.
- Those who responded shared that finding available and affordable housing was challenging, that they were concerned about new short-term rentals impacting the feeling of “neighborliness” in their communities, and that, for some neighborhoods, there were positive experiences with short-term rental owners.

B

01/09/24

- Focused conversation for residents living in neighborhoods with short-term rentals. Short-term rental owners and operators who personally lived in the neighborhoods their rentals were located in also attended. Other groups attended as observers.
- Attendees were asked what community elements they valued. Responses included a sense of community and walkability. Attendees then shared experiences that were both positive and negative with short-term rental owners in their neighborhoods.
- New and long-term residents shared challenges with the availability of housing, while affordability was primarily an issue with newer residents.

C

01/17/24

- Targeted short-term rental owners and operators. Other groups attended as observers.
- Participants were asked a series of polls about their primary residence and short-term rental.
- Attendees were asked to respond to the feedback of Session B. Most responded that they felt similarly and expanded on what they do as short-term rental owners to positively influence their communities.
- Attendees were also asked what supportive actions for short-term rental owners the Town could take and responses included sharing general business information and more communication.



- The median age in Weaverville did not significantly change between 2017 and 2022.
- However, the proportional composition of Weaverville's population shifted to older age brackets from 2017 to 2022.

WORKING AGE POPULATION COMPOSITION CHANGE

AGE BRACKET	2017 %	2022 %	% CHANGE
20 to 29	11%	8%	-29%
30 to 39	10%	11%	11%
40 to 49	10%	12%	27%
50 to 59	12%	16%	34%

RESULTS

DATA FROM 2017 ACS-5 YEAR WEAVERVILLE &
2022 ACS 5-YEAR WEAVERVILLE

SCHOOL AGED POPULATION (UNDER 18 Y.O.)

2017	2022
15.8%	12.7%



CHILD-DEPENDENCY RATIO

2017	2022
30.0	20.7





- Both new and long-term residents, independent of age, experienced challenges with availability and affordability in securing housing in Weaverville. However, it is more difficult for younger age brackets to purchase or rent housing in Weaverville.
- Housing construction has become outpaced by population growth in Weaverville.
- A major factor in housing affordability in Weaverville may be the challenge of availability. However, housing affordability in Weaverville is compounded by national-level issues.
- Existing issues of affordability and availability may be exacerbated by the conversion of long-term rentals or for-purchase residences to short-term rentals, particularly in desirable downtown walkable areas.

RESULTS

DATA FROM 2017 ACS-5 YEAR WEAVERVILLE &
2022 ACS 5-YEAR WEAVERVILLE

POPULATION CHANGE

2017	2022	% CHANGE
3,857	4,559	19%

OCCUPIED HOUSING-UNIT CONSTRUCTION DATE

YEAR BUILT	% OF UNITS CONSTRUCTED (#)
Before 2000	62% (1,216)
2000 - 2009	24% (471)
2010 - 2019	14% (275)
2020 - Current	0% (0)

CHANGE IN MEDIAN VALUE OF OWNER-OCCUPIED HOUSING

MEDIAN VALUE OF OWNER OCCUPIED HOUSING (2017)	MEDIAN VALUE OF OWNER OCCUPIED HOUSING (2022)	% CHANGE
\$257,700	\$423,000	64%

NC = 64%
US = 47.5%



- Positive upkeep of short-term rentals appeared to be consistent and was not of large concern except for a few specific locations.
- Short-term rental owners viewed positively by the community are those who make a concerted effort to connect with those around their short-term rentals.
- The older age of guests staying in short-term rentals in Weaverville may have resulted in fewer disturbances.
- Short-term rentals positively impact the local economy both in terms of economic growth and opportunities for entrepreneurship. The guests of short-term rentals in Weaverville frequently support local businesses.
- Many locally owned businesses, including short-term rentals, operate as LLCs.
- Ownership structure itself is less of a factor in determining and managing negative impacts from short-term rentals compared to management approaches by individual short-term rental owners and operators.
- The Town cannot regulate land use based on ownership. Should the Town implement any regulations that define who can own property and in what form, such as an “individual”, a “trust”, a “corporation”, or an “LLC”, it will encounter future litigation.

KEY TAKEAWAYS

Weaverville's population composition is aging.

There are both veritable and pre-emptive concerns from the public surrounding short-term rentals.

Short-term rentals have a positive economic impact on Weaverville's local businesses.

Housing affordability is a national issue compounded by local factors. There are not enough new housing units being constructed in Weaverville. This is a historic issue that remains present today.

Short-term rental owners and operators who engage directly with their neighbors and communities are viewed more positively than those who don't.

Tourism currently is and has historically been a local economic driver for Weaverville. Tourism is prevalent throughout the regional economy.

It is unclear from this process the true extent to which short-term rentals contribute to population composition change, housing affordability, and housing availability in Weaverville.

Community-led solutions may be effective in resolving issues with short-term rentals.

The Town cannot regulate land use based on ownership and will face future litigation if it chooses to do so.

LETS TALK ABOUT SHORT-TERM RENTALS

PUBLIC ENGAGEMENT ANALYSIS | TOWN OF WEAVERVILLE

CONTACT INFORMATION

LAND OF SKY REGIONAL COUNCIL
KAYLA DICRISTINA, REGIONAL PLANNER
kayla@landofsky.org

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 25, 2024

Subject: Water Fund Financial Analysis/Water Rate Study

Presenter: Shannon Moore and Steven Miller, Withers Ravenel

Attachments: A. Presentation
B. Water Fund Financial Analysis Report

Description:

One of the objectives approved by Town Council in preparation for the expansion of the Water Treatment Plant was to authorize a water rate study and determine the need for potential water rate increases to offset the expansion of the Town's Water Treatment Plant. The Town entered into an agreement with Withers-Ravenel to perform this analysis, which has now been completed and will be presented this evening. Representatives from WithersRavenel including Director of Finance Services Shannon Moore, Senior Project Manager Steven Mill, and Client Officer Alison Alexander will be presenting the resulting Water Fund Financial Analysis at this evening's meeting. Ms. Moore and Ms. Alexander will be present at the meeting and Mr. Miller will be presenting via Zoom.

Council Action Requested:

The Town Manager recommends Town Council's review of the WithersRavenel presentation and discussion amongst itself, staff, and WithersRavenel representatives in order to determine the best course of action with regard to future water rates with the expansion of the Water Treatment Plant. Staff would like to receive direction from Town Council at this meeting or during a future budget workshop regarding water rates.



Water Fund Financial Analysis

Town of Weaverville



WithersRavenel
Our People. Your Success.

MEET YOUR TEAM



Shannon Moore
Director of Finance
Services



Steven Miller
Sr. Project Manager



Alison Alexander
Client Officer



WithersRavenel
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Objectives & Goals of Project

- Project and prioritize the 10-year capital improvement needs, including the water treatment plant expansion
- Develop plan for funding those needs
- Rate Structure Goals:
 - Examine rates to promote conservation
 - Examine base rate versus volumetric
 - Review Residential/Commercial rates, but not penalizing industries
 - Best Practices Explored

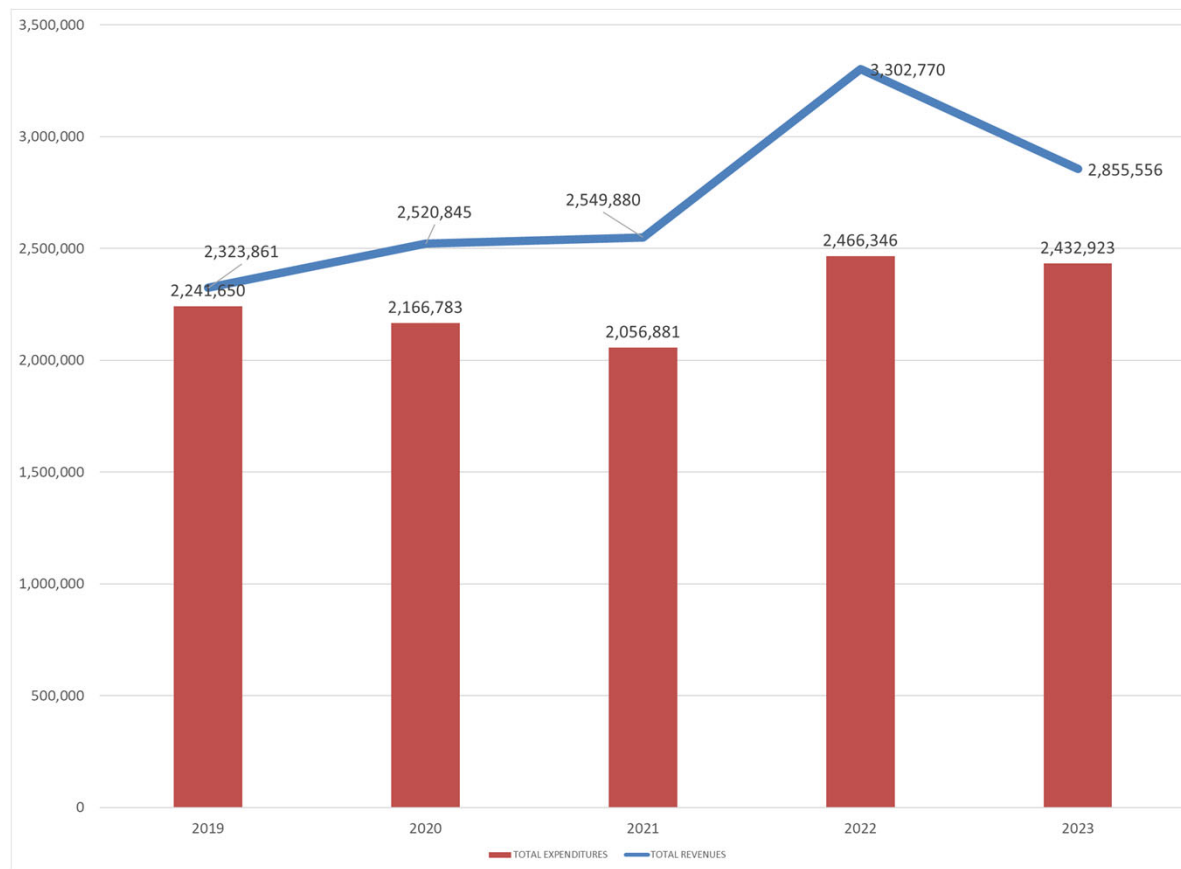


Water Fund Current State

- Revenues have increased by annual average of 7% between FY 2019 and FY 2023, partially due to rate increases
- Revenue and rate increases have allowed fund to keep up with expenses increases & inflation in study period
- Unrestricted Net Position was \$5.08 million or 209% of expenditures in FY 2023 Audit
- Servicing debt on past projects



Revenue vs. Expenses



FUTURE INVESTMENT PLANNING



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Largest Water Fund Projects

TOTAL INVESTMENT = \$27.8 MILLION

Project Name	Expense
WTP Expansion including Drum Thickener	17,934,000
Waterline Repair & Replacement Program	5,541,967
Liquid Chlorine Changeover and Generator Procurement	2,000,000
WTP Expansion Design	930,800



HOW DO WE FUND THE INVESTMENTS?



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No New Debt

- **Direct Appropriation** \$14.55M
- **ARPA** \$1.3M
- **Federal Funds** \$1M
- **General Fund** \$1.084M
- **Pay Go** \$9.9M



PROPOSED RATES ALTERNATIVES

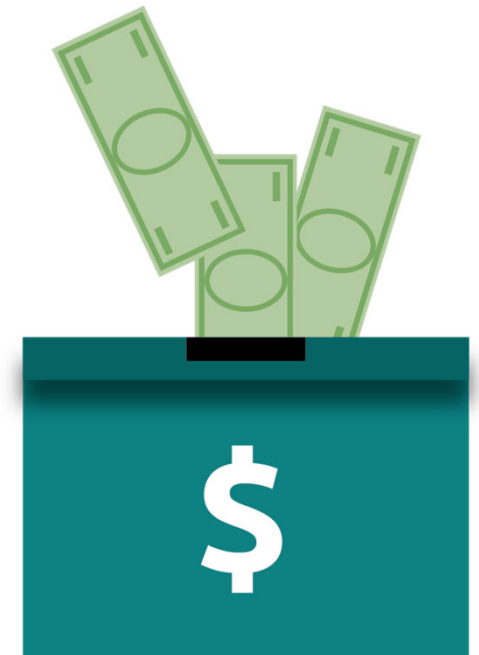


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First Proposed Rate Change

Split the 3,000 to 25,000 gallon rate tier into two tiers to encourage conservation from larger residential customers

- 3,000 – 5,000
 - 5,001 - 25,000
- Encourages conservation
 - Best practice to set tier block rate structures in areas experiencing growth in water demand
 - Doesn't significantly penalize industries

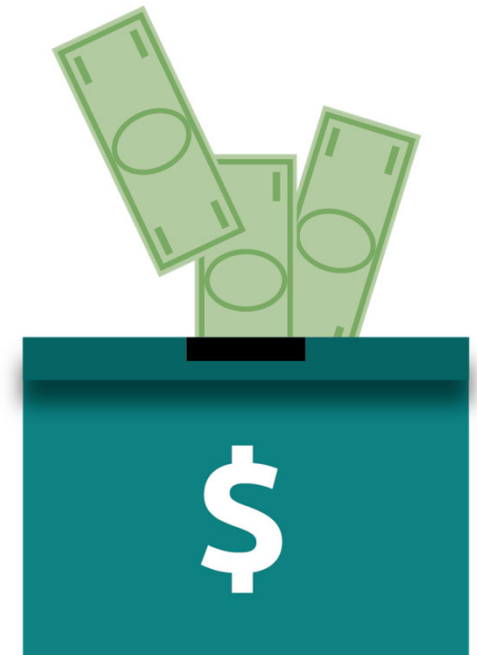


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Second Proposed Rate Change

Flow Allowances Change to Fixed Monthly Charges per Meter Size in FY 2025. Allocations Decline by 20% per year until no allocation by FY 2029.

- Simplifies rates
- Encourages conservation
- Best practice to charge fixed and volumetric charges without usage allocation
- Doesn't significantly penalize industries when applied over five years

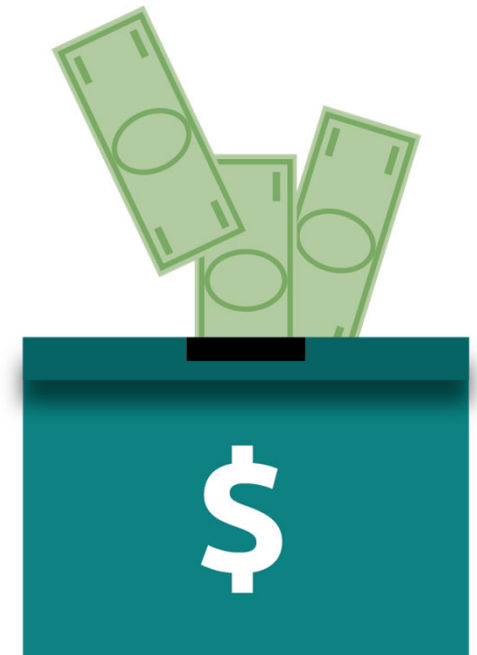


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Third Proposed Rate Change

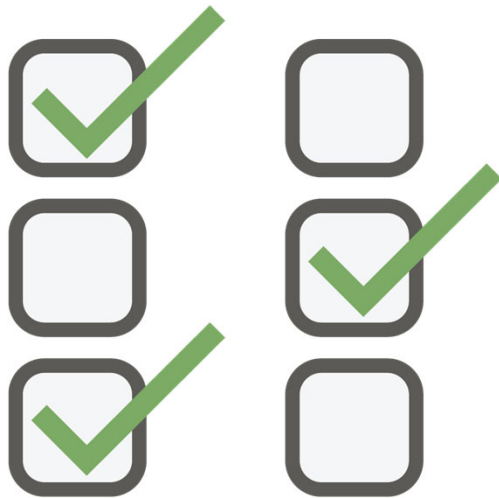
Charge 50% rate premium for irrigation usage

- Encourages conservation
- Irrigation usage not a necessity
- Best practice to push costs of meeting peak water demands to those individual customers contributing the most to those peaks



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Rate Study Goals

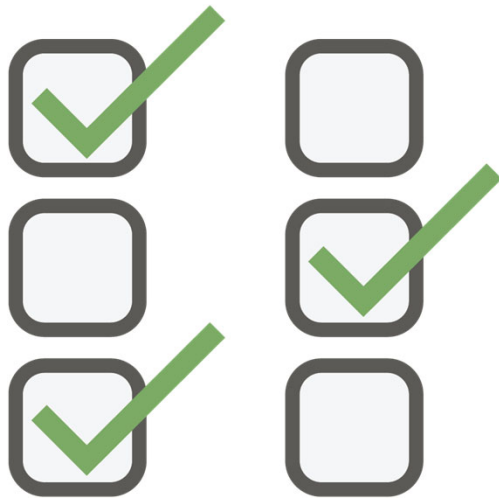


- Structure to promote conservation
 - Additional Volume Tier (3,001 - 5,000 gallons)
 - Irrigation premium
 - Apply volume rate to all usage by Year 5
- Examine base rate versus volumetric
 - Base rates support fixed charges of system



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Rate Study Goals



- Review Residential/Commercial rates, but not penalizing industries
 - Same rate structure
- Best Practices Explored
 - Irrigation premium
 - Propose fixed and volumetric charges
 - Target new rate tier to impact large residential



Discussion



“WithersRavenel commends the Town for undertaking this type of planning project. It demonstrates the Town’s recognition and commitment to investing in its future.”





TOWN OF WEAVERVILLE
WATER FUND FINANCIAL ANALYSIS AND RATE STUDY
MARCH 2024

TABLE OF CONTENTS

Introduction	1
Revenue Requirement.....	2
Financial History	3
Capital Improvements Plan	6
Debt Service Requirements	8
Financial Analysis.....	11
Rate Study Findings	15
Outcomes	19
Conclusions	21

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TABLES AND CHARTS

Table 1 Revenue Requirement	2
Chart 2 FY 2019 – 2023 Revenues vs Expenditures.....	3
Chart 3 FY 2019 - 2023 Unrestricted Net Assets.....	4
Table 4 Development Forecast.....	5
Table 5 Capital Improvements Plan	7
Table 6 Existing Debt Service.....	9
Table 7 Proposed CIP Funding Sources	10
Table 8 Financial Analysis.....	12
Chart 9 Days Cash on Hand.....	13
Chart 10 Projected Revenues and Expenditures.....	14
Table 11 FY 2024 Water Rates.....	16
Chart 12 Monthly Water Usage Distribution.....	17
Table 13 Proposed Water Rates.....	20

Introduction

The Town of Weaverville (Town) engaged WithersRavenel to update the long-term capital and financial plan for its water fund. This plan is utilized to evaluate and enhance decision making and to ensure there is sufficient funding for the program's needs. This report documents the resultant findings and analysis and proposes utility rate changes.

The water utility was established in 1913 and currently serves a population of over 5,000. The Town receives water from the Ivy River and treats at a plant built in 1996. Additionally, it is connected to Mars Hill and Asheville water systems but normally doesn't use those sources. The Town operates the water fund as a separate self-supporting enterprise, with revenues and expenditures accounted for separately from its General Fund.

WithersRavenel assisted the Town in updating and prioritizing its Capital Improvements Plan (CIP) from 2018 and reviewed the order and timing in which projects should be completed, including the expansion of its water treatment plant. In addition to the CIP, the analysis addresses financing and future water rates for the Town of Weaverville. In conducting this study, WithersRavenel examined the past and present rates, reviewed previously prepared studies and usage projections, and projected the financial impact projected changes would have on the fund and its users. The following objectives were identified for the study:

- Assist the Town with updating its 10-year CIP for the water fund and summarize capital funding assumptions.
- Update the 10-year financial analysis of the fund.
- Determine the adequacy of existing rates and charges to recover current and future operating and capital costs.
- Propose rates that maintain positive net income and are practical to implement.
- Review viable and defensible alternative water rate structures and develop a plan to implement a new structure to accomplish the revenue forecasts established in the financial analysis and accomplish board objectives.

Certain assumptions have been made with respect to conditions that may occur in the future. While these assumptions are reasonable for the purposes of this study, they are dependent upon future events and actual conditions may differ from those assumed. In addition, information has been used and relied upon which has been provided by others. This information includes, among other things, audited financial statements, annual operating budgets, capital improvement projects plan, and customer billing information. While this information is deemed reliable, the information has not been independently verified and no assurances are offered with respect thereto. To the extent that actual future conditions differ from those assumed herein or provided by others, the actual results may differ from those anticipated.

This analysis addresses revenue requirements, the financial analysis, the CIP summary, debt service requirements and packages, water rates, and presents findings and conclusions.

Revenue Requirement

The revenue requirement for the water fund consists of the costs required to assure the adequacy and continuity of safe and reliable services and includes costs associated with operations, maintenance, financing of capital improvements, and replacement of facilities. The determination of the fund's revenue requirements was made in a manner consistent with standard accounting and American Water Works Association (AWWA) utility rate-making principles. The revenue requirement for the system consists of the following cost components.

- **Operating Expenses:** The operation costs, equipment, utilities, water treatment costs, purchased services, and other expenses necessary to operate the system and maintain the facilities. Also included are the costs incurred from staffing the system. These costs consist of items such as salaries, retirement programs, insurance plans, and other benefits for the employees.
- **Capital Outlay:** One-time expenses paid with available funds to purchase items such as equipment, facility improvements, and additions.
- **Debt Service:** The annual payments of principal and interest to pay back funds used to finance capital projects in the past.

The total of all the above items is the required revenue for the fund and is shown in the following table for the last audited fiscal year, FY 2023. These figures serve as the basis for helping project the financial status of the fund in the future.

TABLE 1
Revenue Requirement

CATEGORY	FY 2023 COST
OPERATIONS AND MAINTENANCE	1,759,416
CAPITAL OUTLAY	380,461
DEBT SERVICE	293,046
TOTAL	2,432,923

Financial History

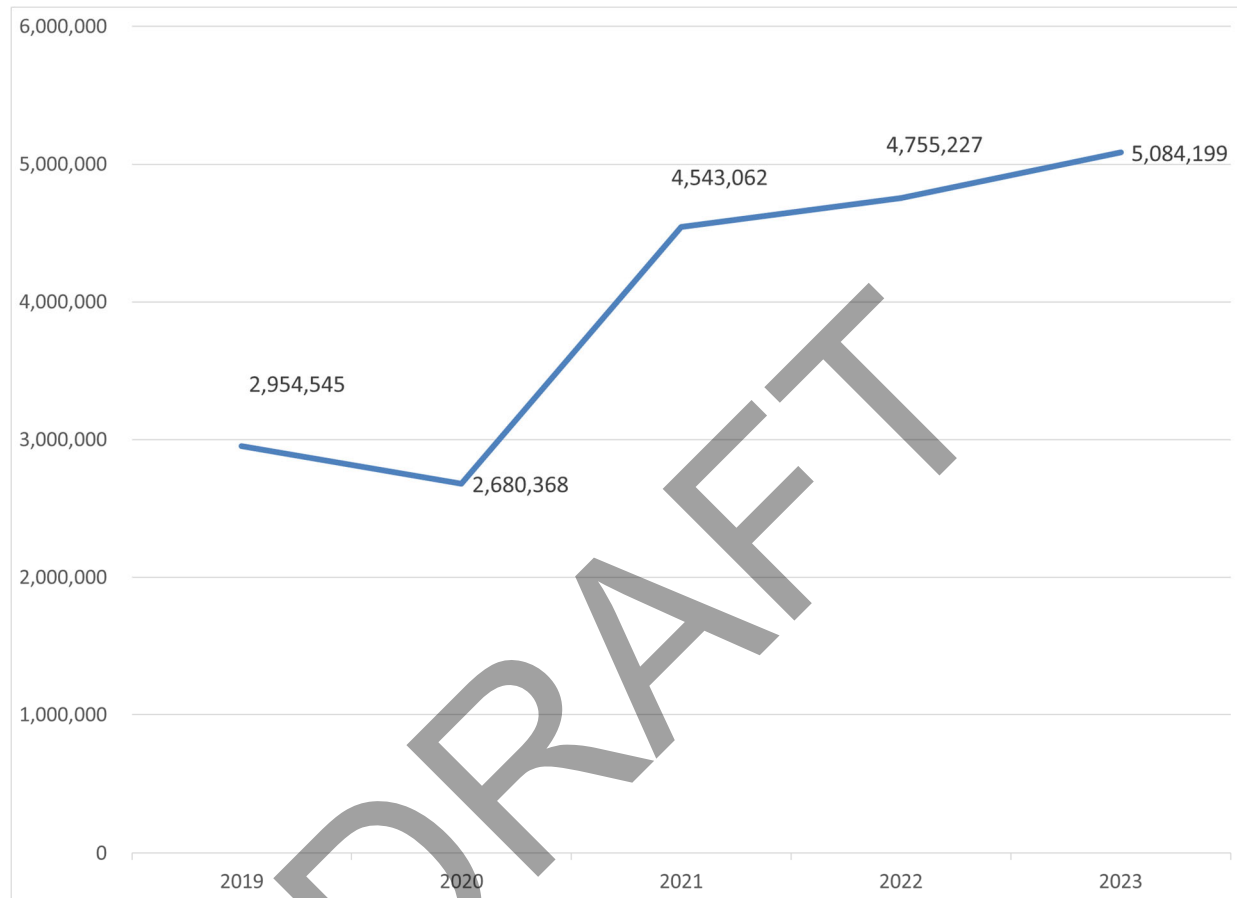
In conducting the financial analysis, the Town's audited financial statements from FY 2019 through FY 2023 were compiled along with the Year-to-Date and Budget reports for FY 2024. Non-recurring capital outlays were separated from other expenditures to ensure the costs used for projections were consistent with prior years. Historical trends for each of the line items were analyzed to anticipate how each revenue and expenditure would change over the next ten (10) years. As shown in Chart 2, the water fund revenues have exceeded their expenditures before accruals every year over the past five (5) years.

Chart 2
FY 2019 – 2023 Revenues vs Expenditures



Unrestricted Net Assets have consistently increased due to the years of positive net income. Details are shown in Chart 3.

Chart 3
FY 2019 - 2023 Unrestricted Net Assets



After discussions with Town staff, it is assumed that water charges for services in FY 2024 will exceed its respective budget since the year-to date FY 2024 total is tracking higher than last year. In future years, Town staff concur that water revenues will increase according to its estimated developer schedule depicted in Table 4. Other operating revenues are expected to increase by 1%. This growth rate is based upon the North Carolina Office of State Budget and Management for Buncombe County's annual population projection. Interest rates for investments are not projected to increase and related revenue varies according to the amount of cash in the bank. Salaries and benefits for treatment and distribution are estimated by Town staff to exceed the budget by approximately \$60,000 in FY 2024. Thereafter all department salaries and benefits are projected to increase by an average annual rate of 7% and other operating costs are expected to increase by an average annual rate of 5%.

TABLE 4
Water Allocations and Estimated Construction Schedules as of January 2024
NORTHRIDGE DEVELOPMENT WITHIN 5 YEARS

PROJECT NAME (# OF UNITS)	ESTIMATED END OF CONSTRUCTION	DEVELOPMENT ORDER	AMOUNT OF WATER APPROVED @ 400 GPD	AVERAGE USAGE @ 100 GPD	CUMULATIVE WATER AMOUNTS (ALLOCATED)	CUMULATIVE WATER AMOUNTS (ACTUAL)	COUNT	ANNUAL USAGE REVENUE	SDF REVENUE	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
CURRENT AVERAGE DAILY AMOUNT OF WATER PUMPED FROM RIVER TO WTP AS OF 1-1-2024	Jan-24			668,000	668,000	668,000														
20 individual water meters in 2024	Jan-24		8,000	2,000	676,000	670,000	20	\$ 7,200	\$ 55,000	\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
20 individual water meters in 2025	Jan-25		8,000	2,000	684,000	672,000	20	\$ 7,200	\$ 55,000		\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
20 individual water meters in 2026	Jan-26		8,000	2,000	692,000	674,000	20	\$ 7,200	\$ 55,000			\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
20 individual water meters in 2027	Jan-27		8,000	2,000	700,000	676,000	20	\$ 7,200	\$ 55,000				\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
CLARK CHAPEL CROSSING (13)	Jan-27	1	5,200	1,300	705,200	677,300	13	\$ 4,680	\$ 35,750				\$ 35,750	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680	\$ 4,680
9 PLEASANT GROVE TOWNHOUSES (40)	Apr-27	2	16,000	4,000	721,200	681,300	40	\$ 14,400	\$ 110,000				\$ 110,000	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400	\$ 14,400
16-18-20 GARRISON BRANCH RD (3)	Aug-27	3	14,824	4,000	736,024	685,300	3	\$ 1,080	\$ 8,250					\$ 8,250	\$ 1,080	\$ 1,080	\$ 1,080	\$ 1,080	\$ 1,080	\$ 1,080
20 individual water meters in 2028	Jan-28		8,000	2,000	744,024	687,300	20	\$ 7,200	\$ 55,000					\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
OLLIE WEAVER APTS (202)	Jan-28	4	55,600	13,900	791,624	699,200	202	\$ 72,720	\$ 68,750					\$ 68,750	\$ 72,720	\$ 72,720	\$ 72,720	\$ 72,720	\$ 72,720	\$ 72,720
MERIBEL APTS (156)	Mar-28	5	56,600	14,150	848,224	713,350	156	\$ 56,160	\$ 44,000					\$ 44,000	\$ 56,160	\$ 56,160	\$ 56,160	\$ 56,160	\$ 56,160	\$ 56,160
WINDSOR BUILD (35)	May-28	6	14,000	3,500	862,224	716,850	35	\$ 12,600	\$ 96,250					\$ 96,250	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600	\$ 12,600
PLEASANT GROVE TOWNHOUSES (50)	Jul-28	7	20,000	5,000	882,224	721,850	50	\$ 18,000	\$ 137,500						\$ 137,500	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000	\$ 18,000
COLE ROAD APTS (200)	Sep-28	8	80,000	20,000	962,224	741,850	200	\$ 72,000	\$ 44,000						\$ 44,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000	\$ 72,000
20 individual water meters in 2029	Jan-29		8,000	2,000	970,224	743,850	20	\$ 7,200	\$ 55,000						\$ 55,000	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200	\$ 7,200
NORTHRIDGE FARMS (568)	Jan-29	9	227,200	56,800	1,189,424	798,650	568	\$ 204,480				\$ 40,896	\$ 81,792	\$ 122,688	\$ 163,584	\$ 204,480	\$ 204,480	\$ 204,480	\$ 204,480	\$ 204,480
NORTHRIDGE FARMS SDF									\$ 770,000		\$ 154,000	\$ 154,000	\$ 154,000	\$ 154,000	\$ 154,000					
480 REEMS CREEK TOWNHOUSES (139)	Jun-29	10	55,600	13,900	1,245,024	812,550	139	\$ 50,040	\$ 382,250						\$ 382,250	\$ 50,040	\$ 50,040	\$ 50,040	\$ 50,040	\$ 50,040
GREENWOOD SUBDIVISION (73)	Jan-34	11	29,200	7,300	1,274,224	819,850	73	\$ 26,280	\$ 200,750											\$ 200,750
SDF REVENUE										\$ 55,000	\$ 209,000	\$ 209,000	\$ 354,750	\$ 426,250	\$ 772,750	0	0	0	0	\$ 200,750
USAGE REVENUE										\$ -	\$ 7,200	\$ 55,296	\$ 103,392	\$ 170,568	\$ 361,224	\$ 549,360	\$ 549,360	\$ 549,360	\$ 549,360	\$ 549,360
TOTAL										\$ 55,000	\$ 216,200	\$ 264,296	\$ 458,142	\$ 596,818	\$ 1,133,974	\$ 549,360	\$ 549,360	\$ 549,360	\$ 549,360	\$ 750,110

SOURCE: TOWN OF WEAVERVILLE STAFF

Capital Improvements Plan

The Capital Improvements Plan reflects the fund's planned capital improvements for the next ten (10) years. Discussions with Town staff led to the update of the Town's CIP, which includes projects of various priorities totaling approximately \$27.8 million. As illustrated in Table 5, there are seven (7) vehicle and equipment, two (2) maintenance, and ten (10) treatment improvement projects proposed for the fund through FY 2034. Due to the financial hardships that these projects may place upon the fund, the analysis assumes that each improvement is planned to be funded by awarded grants, direct appropriations, capital outlay / paygo cash, or general fund contribution. The largest projects include:

- \$17,940,000 for Water Treatment Plant Expansion Including Drum Thickener.
- \$5,541,000 for Waterline Repair & Replacement Program.
- \$2,000,000 for Liquid Chlorine Changeover and Generator Procurement.
- \$930,800 for Water Treatment Plant Expansion Design.

DRAFT

TABLE 5
TOWN OF WEAVERVILLE WATER FUND
CAPITAL IMPROVEMENTS PLAN

PROJECT LOCATION	COST	2024	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
VEHICLES AND EQUIPMENT:												
Replace Ford 555E backhoe with skid steer	126,000		126,000									
Add emergency generator at Meadowbrook Pump Station	74,000		74,000									
Replace Ford F150 Truck at WTP	53,000		53,000									
Replace Ford Utility Truck with new utility truck	83,000			83,000								
Replace Chevrolet Tahoe at WTP	55,000			55,000								
Replace Ford F150 pickup with new pickup	52,000				52,000							
Replace GMC Dump Truck with new dump truck	109,000					109,000						
MAINTENANCE:												
Waterline Repair & Replacement Program	5,541,967	541,967	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000	500,000
Reappropriated from prior year for equipment ordered but not received by June 30	29,036	29,036										
TREATMENT:												
WTP Expansion including Drum Thickener	17,934,000		11,956,000	5,978,000								
Liquid Chlorine Changeover and Generator Procurement	2,000,000		2,000,000									
WTP Expansion Design	930,800		930,800									
WTP Expansion Startup Costs	50,000				50,000							
Reconfigure the Dubose Hill 1.0 MG storage tank piping and controls to improve water quality	95,000			95,000								
Replace the altitude valve with a butterfly valve and electric acuator on the Hamburg Mountain 1.0 MG tank	75,000			75,000								
Replace the altitude valve with a butterfly valve and electric acuator on the Ridge 1.0 MG tank	75,000			75,000								
Replace the altitude valve with a butterfly valve and electric acuator on the Dubose 1.0 MG tank	75,000			75,000								
Rehabilitate the existing settling basins and mixing chambers at the WTP after the expansion is completed	400,000					400,000						
Equipment at the WTP nearing the end of its life	58,237	58,237										
TOTAL	27,816,040	629,240	15,639,800	6,936,000	602,000	1,009,000	500,000	500,000	500,000	500,000	500,000	500,000

DIRECT APPROPRIATION	14,550,000		11,956,000	2,594,000								
ARPA	1,300,000			1,300,000								
FEDERAL FUNDS	1,000,000			1,000,000								
GENERAL FUND CONTRIBUTION	1,084,000			1,084,000								
ANNUAL CAPITAL OUTLAY	9,882,040	629,240	3,683,800	958,000	602,000	1,009,000	500,000	500,000	500,000	500,000	500,000	500,000

SOURCE: TOWN OF WEAVERVILLE STAFF AND ENGINEER

Debt Service Requirements

The water fund has two (2) outstanding debt obligations in FY 2024. A refunding General Obligation (GO) bond will mature in FY 2030 and a USDA waterline extension loan will mature in FY 2060. The GO bond maturity will reduce the annual debt service payments from approximately \$298,000 in FY 2024 to \$94,000 in FY 2031. Consequently, some financial capacity will become available to the fund. A summary of the existing debt packages is shown in Table 6.

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TABLE 6
TOWN OF WEAVERVILLE WATER FUND
DEBT SERVICE SUMMARY

RATE	NAME	2024	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
2.060%	2016 GO REFUNDING	204,986	207,319	210,528	207,594	204,639	195,663	187,790				
2.125%	2021 USDA WATERLINE EXT	93,554	93,640	93,705	93,749	93,771	93,773	93,753	93,711	93,649	93,565	93,460
TOTAL		298,540	300,959	304,233	301,343	298,410	289,436	281,543	93,711	93,649	93,565	93,460

SOURCE: TOWN OF WEAVERVILLE STAFF

To maintain a positive net income with large capital improvement projects, the analysis assumes that funds will be acquired from grants, direct appropriations, and general fund contribution. The remaining yearly capital requirements will be paid by cash outlays. The annual average cash outlay is expected to be approximately \$898,000. The planned method to finance the improvements in the CIP is shown in the following table:

TABLE 7
Proposed CIP Funding Sources

FISCAL YEAR	SOURCE	AMOUNT
2025 & 2026	STATE DIRECT APPROPRIATION	\$ 14,550,000
2026	AMERICAN RESCUE PLAN ACT	\$ 1,300,000
2026	FEDERAL FUNDS	\$ 1,000,000
2026	GENERAL FUND	\$ 1,084,000
2024-2034	WATER FUND	\$ 9,882,040

When including the above sources into the fund's financial analysis, it was concluded that the net income will remain positive over most of the next ten (10) years. Furthermore, net income will abide by General Statue 159-181, which states that net income should not be negative for three (3) or more consecutive fiscal years.

Financial Analysis

Each of the columns in the financial model shown in Table 8 represents the Town's water fund revenues and expenditures for a specific fiscal year. Revenues and expenditures from past audited years appear in columns on the left side of the table, with adjacent columns on the right showing projections for the current fiscal year and ten (10) additional years thereafter. Each row in the table shows a revenue or expense line item from the audit and/or projections. Revenues are listed at the top of the table followed by operating expenses, capital outlays, and debt payments.

Several notable line items are highlighted in yellow including capital outlay, debt, and new revenue sources. Also highlighted are each fiscal year's net income or loss followed by projected Unrestricted Net Position. Highlighted in blue are the adjusted forecasts of water revenues and salaries/benefits for FY 2024. The proposed water revenue increases over the next ten (10) years are also highlighted in the table. These increases are high enough to yield feasible operations for the funds yet not so high as to create excessive Unrestricted Net Position or Cash balances. In fact, cash will be used in FY 2025 to fund over \$3 million of planned capital projects.

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TABLE 8
TOWN OF WEAVERVILLE WATER FUND
FINANCIAL ANALYSIS - NORTHRIDGE DEVELOPMENT WITHIN 5 YEARS

	AUDIT 2019	AUDIT 2020	AUDIT 2021	AUDIT 2022	AUDIT 2023	ESTIMATE 2024	YEAR 1 2025	YEAR 2 2026	YEAR 3 2027	YEAR 4 2028	YEAR 5 2029	YEAR 6 2030	YEAR 7 2031	YEAR 8 2032	YEAR 9 2033	YEAR 10 2034
REVENUES																
CHARGES FOR SERVICES	1,940,742	2,003,994	2,118,474	2,443,200	2,495,242	2,667,000	2,674,200	2,722,296	2,770,392	2,837,568	3,028,224	3,216,360	3,216,360	3,216,360	3,216,360	3,216,360
TAPS						22,680	22,793	22,907	23,022	23,137	23,253	23,485	23,720	23,957	24,197	24,439
SDF FEES						95,254	209,000	209,000	354,750	426,250	772,750	0	0	0	0	200,750
MSD COLLECTIONS						73,300	73,667	74,035	74,405	74,777	75,151	75,902	76,661	77,428	78,202	78,984
OTHER OPERATING REVENUE	323,214	460,552	404,413	413,317	239,364	20,000	20,100	20,201	20,302	20,403	20,505	20,710	20,917	21,126	21,338	21,551
TOTAL OPERATING REVENUE	2,263,956	2,464,546	2,522,887	2,856,517	2,734,606	2,878,234	2,999,760	3,048,439	3,242,870	3,382,135	3,919,883	3,336,458	3,337,659	3,338,872	3,340,097	3,542,084
NON OPERATING REVENUE:																
SALE OF PROPERTY		3,284	26,993													
CAPITAL PROJECTS				442,462												
INTEREST EARNED	59,905	53,015	0	3,791	120,950	131,800	128,330	48,422	38,105	41,554	37,982	62,411	73,583	89,731	105,994	122,257
TOTAL PRESENT REVENUES	2,323,861	2,520,845	2,549,880	3,302,770	2,855,556	3,010,034	3,128,089	3,096,860	3,280,975	3,423,689	3,957,864	3,398,869	3,411,242	3,428,603	3,446,091	3,664,341
NEW SOURCES OF REVENUE:																
NEW REVENUE FROM WATER USERS							120,339	250,519	391,086	546,285	745,494	972,177	1,160,662	1,357,628	1,563,457	1,778,549
PROJECTED RATE OF INCREASE							4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%	4.5%
TOTAL REVENUES	2,323,861	2,520,845	2,549,880	3,302,770	2,855,556	3,010,034	3,248,428	3,347,380	3,672,061	3,969,974	4,703,358	4,371,046	4,571,904	4,786,230	5,009,548	5,442,890
EXPENDITURES																
ADMINISTRATION																
SALARIES AND BENEFITS	171,285	154,065	162,180	175,326	174,269	210,597	225,339	241,113	257,990	276,050	295,373	316,049	338,173	361,845	387,174	414,276
PROFESSIONAL SERVICES	20,779	25,244	14,326	31,634	70,000	68,000	40,000	42,000	44,100	46,305	48,620	51,051	53,604	56,284	59,098	62,053
OTHER	33,308	29,968	43,030	34,552	46,004	48,571	51,000	53,550	56,227	59,038	61,990	65,090	68,344	71,761	75,350	79,117
TREATMENT AND DISTRIBUTION																
SALARIES AND BENEFITS	767,842	790,192	790,435	898,468	965,801	1,100,000	1,177,000	1,259,390	1,347,547	1,441,876	1,542,807	1,650,803	1,766,360	1,890,005	2,022,305	2,163,866
SUPPLIES AND MATERIALS	134,851	133,388	143,871	201,623	214,574	244,774	257,013	269,863	283,357	297,524	312,401	328,021	344,422	361,643	379,725	398,711
UTILITIES	123,846	106,962	107,032	114,615	126,804	141,000	148,050	155,453	163,225	171,386	179,956	188,953	198,401	208,321	218,737	229,674
OTHER	178,862	190,338	215,619	197,703	161,964	417,759	438,647	460,579	483,608	507,789	533,178	559,837	587,829	617,220	648,081	680,485
TOTAL OPERATING EXPENDITURES	1,430,773	1,430,157	1,476,493	1,653,921	1,759,416	2,230,701	2,337,048	2,481,947	2,636,055	2,799,968	2,974,325	3,159,805	3,357,132	3,567,079	3,790,470	4,028,183
CAPITAL OUTLAY	436,008	383,330	51,683	115,000	380,461	629,240	3,683,800	958,000	602,000	1,009,000	500,000	500,000	500,000	500,000	500,000	500,000
EXISTING DEBT	204,269	203,973	243,711	578,308	293,046	298,540	300,959	304,233	301,343	298,410	289,436	281,543	93,711	93,649	93,565	93,460
CAPITAL FUND				119,117												
CAPITAL PROJECTS	170,600	149,323	284,994													
TOTAL EXPENDITURES	2,241,650	2,166,783	2,056,881	2,466,346	2,432,923	3,158,481	6,321,807	3,744,180	3,539,397	4,107,378	3,763,760	3,941,347	3,950,843	4,160,728	4,384,035	4,621,643
REVENUE OVER EXPENDITURES	82,211	354,062	492,999	836,424	422,633	(148,447)	(3,073,379)	(396,800)	132,663	(137,404)	939,598	429,699	621,060	625,502	625,512	821,247
ACCRUAL ADJUSTMENTS	416,404	(16,885)	80,043	(161,004)	55,603											
NET INCOME	498,615	337,177	573,042	675,420	478,236	(148,447)	(3,073,379)	(396,800)	132,663	(137,404)	939,598	429,699	621,060	625,502	625,512	821,247
UNRESTRICTED NET POSITION																
UNRESTRICTED NET POSITION	2,954,545	2,680,368	4,543,062	4,755,227	5,084,199	4,935,752	1,862,373	1,465,573	1,598,236	1,460,832	2,400,430	2,830,129	3,451,189	4,076,691	4,702,204	5,523,450
UNRESTRICTED NET POSITION / EXPENDITURES	131.80%	123.70%	220.87%	192.80%	208.97%	156.27%	29.46%	39.14%	45.16%	35.57%	63.78%	71.81%	87.35%	97.98%	107.26%	119.51%
CASH AND CASH EQUIVALENTS																
CASH AND CASH EQUIVALENTS	3,241,435	3,470,012	4,737,086	4,726,932	5,169,910	5,021,463	1,948,084	1,551,284	1,683,947	1,546,543	2,486,141	2,915,840	3,536,900	4,162,402	4,787,915	5,609,161
DAYS CASH ON HAND																
DAYS CASH ON HAND	528	585	841	700	776	580	112	151	174	137	241	270	327	365	399	443

NOTES:
REVENUES INCREASE BY TOWN STAFF PROJECTIONS IN YEARS 1-10. NORTHRIDGE DEVELOPS WITHIN 5 YEARS.
EXPENDITURES INCREASE BY AVERAGE ANNUAL RATES OF 5-7%.

Lastly, Days Cash on Hand, an estimate of the number of days the fund can pay its daily operation and maintenance costs before running out of cash, is projected to grow to 443 days by FY 2034. The impacts on the fund are shown in Charts 9 and 10.

Chart 9
Days Cash on Hand

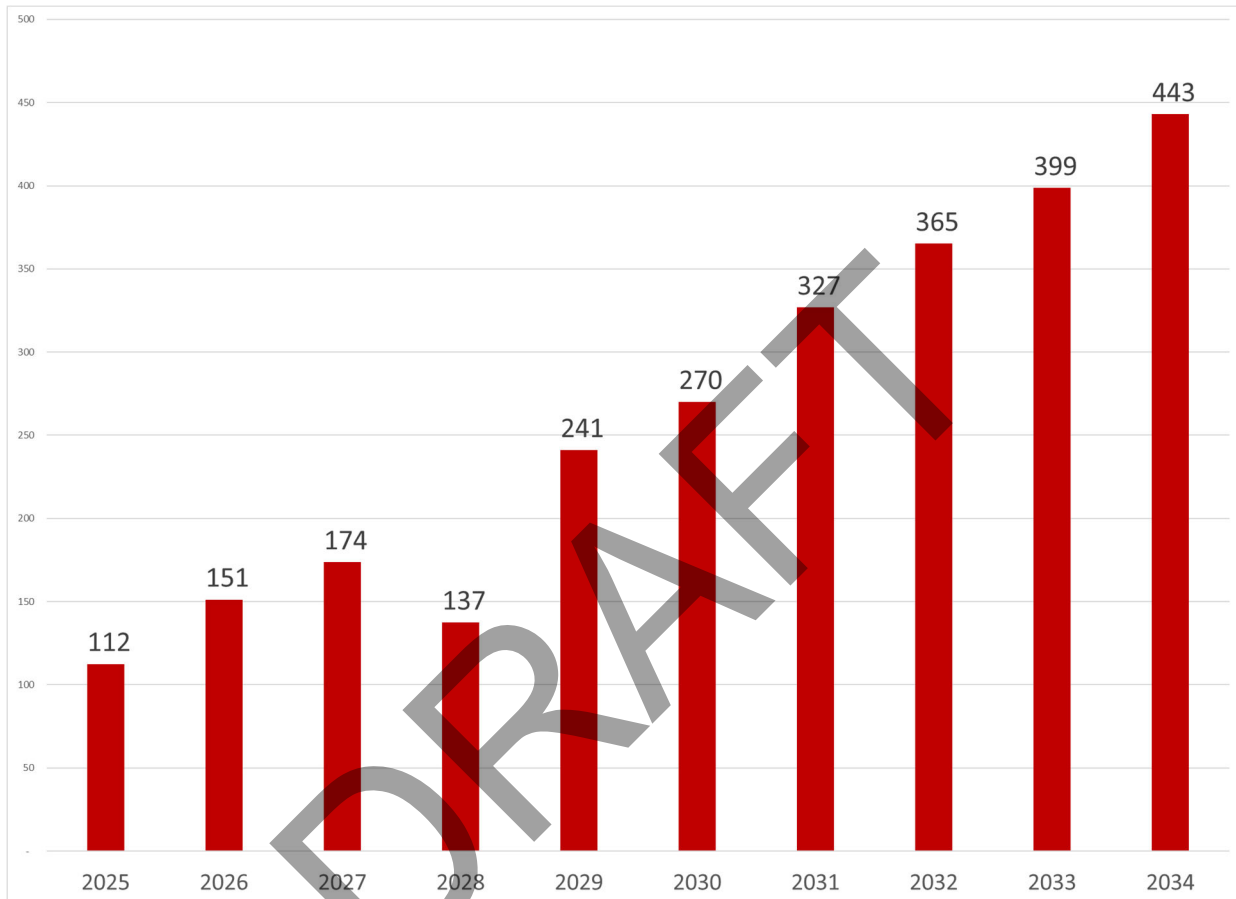


Chart 10
Projected Revenues and Expenditures



As discussed next, the current rates charged by the water fund are high enough to yield feasible operations but may not be adequate for funding future increases in operating costs and capital needs.

Rate Study Findings

The following characteristics stand out when analyzing the Town's water usage and rates, as shown in Table 11.

- There are 3,155 water customers, of which 2,892 are residential and 2,151 are located inside Town limits.
- Average residential monthly usage is approximately 2,700 gallons.
- Nearly 70% of residential customers use 5,000 gallons per month or less.
- Residential customers generate 52% of annual revenue.
- The rate schedule is comprised of five tiered volumetric charges with minimum purchase allocations that vary by meter size.
- The minimum purchase allocation effectively acts as a fixed charge.
- Only two of the five volumetric rate tiers impact typical residential usage.
- Irrigation customers pay the same rates as water customers.
- Outside users are charged more than inside users because infrastructure costs per connection are higher and outside customers do not pay taxes within the Town's jurisdiction.

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TABLE 11
FY 2024 Water Rates

<u>INSIDE</u>		
Flow Allowances & Minimum Monthly Charges per Meter Size		
<u>Meter Size</u>	<u>Minimum Flow Charged</u>	<u>Min Vol Charge</u>
5/8 & 3/4	1,000	\$9.88
1	6,000	\$62.34
1.5	11,200	\$119.02
2	18,200	\$195.31
3	36,200	\$401.86
4	58,500	\$665.56
6	112,000	\$1,298.18
8	180,000	\$2,102.27
10	258,000	\$3,080.70
Volume Charges per 1000 gallons		
0 - 3,000		\$9.88
3,001 - 25,000		\$10.90
25,001 - 200,000		\$11.82
200,001 - 500,000		\$12.79
500,001 +		\$13.72

<u>OUTSIDE</u>		
Minimum Monthly Charges per Meter Size		
<u>Meter Size</u>	<u>Minimum Flow Charged</u>	<u>Min Vol Charge</u>
5/8 & 3/4	1,000	\$19.76
1	6,000	\$124.68
1.5	11,200	\$238.04
2	18,200	\$390.62
3	36,200	\$803.72
4	58,500	\$1,331.12
6	112,000	\$2,596.36
8	180,000	\$4,204.54
10	258,000	\$6,161.40
Volume Charges per 1000 gallons		
0 - 3,000		\$19.76
3,001 - 25,000		\$21.80
25,001 - 200,000		\$23.64
200,001 - 500,000		\$25.58
500,001 +		\$27.44

To analyze the present water rates and the impact of any changes, a financial model was created to show the impact of various rate modifications. In proposing changes to rates, the primary objective is to maintain positive revenue generation for the fund, yet not create excessive fund balance. During discussions with the Town, staff requested to also pursue the following objectives:

- Simple structure and promote conservation
- Examine a base plus volumetric rate
- Review Residential and Commercial rates, not penalizing industries
- Explore best practices

Below are the discussed structural changes for the Town's future consideration:

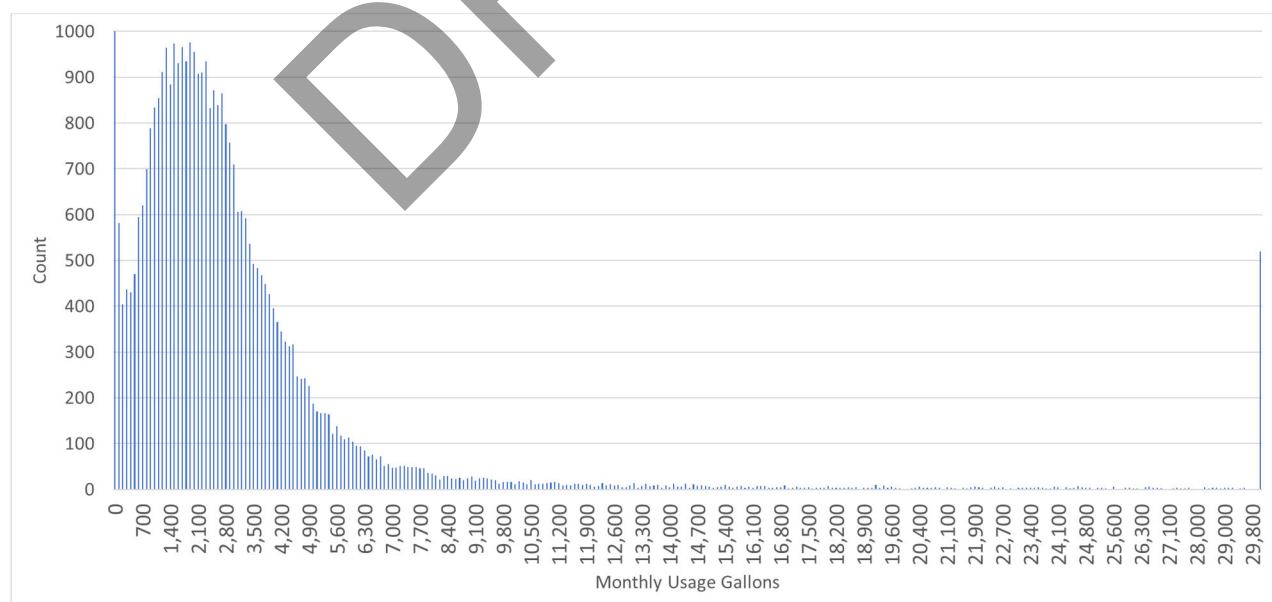
OPTION 1 – Commercial Rates Premium

Split the 3,000 to 25,000 gallon rate tier into the following two tiers:

- 3,000 – 5,000
- 5,001 – 25,000

This will encourage conservation from larger residential customers and some commercial customers. It is a best practice to set tier block rate structures in areas experiencing growth in water demand. The following distribution of monthly billed water usages indicates that a new tier at 5,000 gallons would be meaningful but not penalize industries.

Chart 12
Monthly Water Usage Distribution



OPTION 2 – Fixed Charges

Change Flow Allowances to Fixed Monthly Charges per Meter Size in FY 2025. Decrease flow allocations by 20% per year until no allocation remains in FY 2029. This will simplify rates by removing the ambiguous flow allocations and simply charge a volumetric charge for any usage. It also encourages conservation since user charges would increase at all usage levels. It is a best practice to charge fixed and volumetric charges without usage allocation since water programs have both fixed and variable operating costs. However, when it is applied over five years, it spreads out the impact to customers and doesn't significantly penalize industries.

OPTION 3 – Irrigation Rates

Charge a 50% rate premium for irrigation meter usage. Irrigation usage is a luxury and not a necessity. This will encourage conservation and promote the best practice of pushing costs of meeting peak water demands to those individual customers contributing the most to those peaks.

Each of these rate structure options is provided to help facilitate discussion between Town staff and Town leaders about ways to provide simple, fair, and defensible methods to recover water program costs from its customers and achieve the Town board objectives while employing industry best practices. However, it is worth noting that the program water rates currently recover costs, and structural changes are not vital for the program to remain healthy. Instead, new revenue is necessary for the program to address growing operation costs and planned capital costs, as depicted below.

Outcomes

As a result of WithersRavenel's analysis, the following water revenue increases to plan for inflation and capital needs have been modeled. The water increases would affect volume and proposed fixed charges but not tap or other miscellaneous charges. These increases, as shown below, are arranged over time to minimize the impact to most users, yet address the need for more revenue.

- FY 2025 – 2033 4.5% annual increases in water revenues.

The increases will help strengthen unrestricted net position, fund large capital needs and operating costs, while considering planned growth in water usage. It is worth mentioning that an increase in water revenue requires a greater increase in rates due to the price elasticity of demand. When rates increase, customers' usage slightly decreases. However, the revenue loss from the lower water usage is less than the revenue gained from higher rates. Consequently, rate increases generate more revenue for the program but the percentage increases in rates must exceed the percentage increases in required revenues. The proposed differential is 0.5% more than 4.5% revenue increases, or 5% rate increases. Proposed rates for the first five (5) of the next ten (10) years are shown in the following table. It should be noted that if the planned Northridge development occurs over ten years instead of five, an additional 0.5% or more of revenue may be needed to supplement the delayed new revenue.

TABLE 13
Proposed Water Rates

		CURRENT	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5
		2024	2025	2026	2027	2028	2029

INSIDE

Flow Allowances Change to Fixed Monthly Charges per Meter Size and Decline by 20% per year.

Meter Size	Minimum Flow Charged	Fixed Charge										
5/8 & 3/4	1,000	\$9.88	\$	10.40	\$	10.95	\$	11.50	\$	12.10	\$	12.75
1	6,000	\$62.34	\$	65.50	\$	68.80	\$	72.25	\$	75.90	\$	79.70
1.5	11,200	\$119.02	\$	125.00	\$	131.25	\$	137.85	\$	144.75	\$	152.00
2	18,200	\$195.31	\$	205.10	\$	215.40	\$	226.20	\$	237.55	\$	249.45
3	36,200	\$401.86	\$	422.00	\$	443.10	\$	465.30	\$	488.60	\$	513.05
4	58,500	\$665.56	\$	698.85	\$	733.80	\$	770.50	\$	809.05	\$	849.55
6	112,000	\$1,298.18	\$	1,363.10	\$	1,431.30	\$	1,502.90	\$	1,578.05	\$	1,657.00
8	180,000	\$2,102.27	\$	2,207.40	\$	2,317.80	\$	2,433.70	\$	2,555.40	\$	2,683.20
10	258,000	\$3,080.70	\$	3,234.75	\$	3,396.50	\$	3,566.35	\$	3,744.70	\$	3,931.95

Volume Charges per 1000 gallons

0 - 3,000	\$9.88	\$	10.40	\$	10.95	\$	11.50	\$	12.10	\$	12.75					
3,001 - 5,000	\$10.90	✓	\$	10.95	✓	\$	11.50	✓	\$	12.10	✓	\$	12.75	✓	\$	13.40
5,001 - 25,000	\$10.90	\$	11.45	\$	12.05	\$	12.70	\$	13.35	\$	14.05					
25,001 - 200,000	\$11.82	\$	12.45	\$	13.10	\$	13.80	\$	14.50	\$	15.25					
200,001 - 500,000	\$12.79	\$	13.45	\$	14.15	\$	14.90	\$	15.65	\$	16.45					
500,001 +	\$13.72	\$	14.45	\$	15.20	\$	16.00	\$	16.80	\$	17.65					

OUTSIDE

Flow Allowances Change to Fixed Monthly Charges per Meter Size and Decline by 20% per year.

Meter Size	Minimum Flow Charged	Min Vol Charge											
5/8 & 3/4	1,000	\$19.76	\$	20.80	\$	21.90	\$	23.00	\$	24.20	\$	25.50	
1	6,000	\$124.68	\$	131.00	\$	137.60	\$	144.50	\$	151.80	\$	159.40	
1.5	11,200	\$238.04	\$	250.00	\$	262.50	\$	275.70	\$	289.50	\$	304.00	
2	18,200	\$390.62	\$	410.20	\$	430.80	\$	452.40	\$	475.10	\$	498.90	
3	36,200	\$803.72	\$	844.00	\$	886.20	\$	930.60	\$	977.20	\$	1,026.10	
4	58,500	\$1,331.12	\$	1,397.70	\$	1,467.60	\$	1,541.00	\$	1,618.10	\$	1,699.10	
6	112,000	\$2,596.36	\$	2,726.20	\$	2,862.60	\$	3,005.80	\$	3,156.10	\$	3,314.00	
8	180,000	\$4,204.54	\$	4,414.80	\$	4,635.60	\$	4,867.40	\$	5,110.80	\$	5,366.40	
10	258,000	\$6,161.40	\$	6,469.50	\$	6,793.00	\$	7,132.70	\$	7,489.40	\$	7,863.90	

Volume Charges per 1000 gallons

0 - 3,000	\$19.76	\$	20.80	\$	21.90	\$	23.00	\$	24.20	\$	25.50					
3,001 - 5,000	\$21.80	✓	\$	21.85	✓	\$	23.00	✓	\$	24.20	✓	\$	25.45	✓	\$	26.80
5,001 - 25,000	\$21.80	\$	22.90	\$	24.10	\$	25.40	\$	26.70	\$	28.10					
25,001 - 200,000	\$23.64	\$	24.90	\$	26.20	\$	27.60	\$	29.00	\$	30.50					
200,001 - 500,000	\$25.58	\$	26.90	\$	28.30	\$	29.80	\$	31.30	\$	32.90					
500,001 +	\$27.44	\$	28.90	\$	30.40	\$	32.00	\$	33.60	\$	35.30					

* IRRIGATION RATES 1.5X WATER RATES

Conclusions

Based upon the analysis, the water fund recovers its system costs through current revenues and has maintained sound unrestricted net position and cash levels. However, the water rates will not be enough to support future increases in operating costs and planned capital projects. The estimated annual revenue increases will prepare for the phase-in of additional debt service payments, operating, and capital costs associated with the CIP. The Town should continue to support additional grants and appropriations to help fund its capital improvements. This would allow less contributions from the general and water funds. Furthermore, it should consider the implementation of structural changes to rates to achieve board objectives.

The increases are estimated from the current fiscal year's data and projections of future events. If net income declines due to several risks, rates may need to increase further to replace the lost revenue. The risks include, but are not limited to, the following:

- Declines in usage and tourism due to new COVID-19 outbreaks.
- Economic changes.
- Water usage decline due to higher fees.
- Operating costs increasing at unsustainable levels, exceeding those projected.
- Higher than projected CIP cost estimates.

Due to the multiple risks facing the Town, it is recommended that the Town continues to review the assumptions and calculations regularly using updated information to determine if adjustments are required at that time to meet established financial objectives.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: Monday, March 25, 2024

Subject: Authorization of PSIP/CDE Agreements

Presenter: Buncombe I.T Director Eric Grau/Chief Police Ron Davis

Attachments: Power Point for PSIP and CDE agreements

Description:

As previous Town Councils should recall, each of the County municipalities have worked with the County for a number of years to determine the most efficient and effective ways to provide emergency call dispatching for our citizens, to include the Public Safety Interoperability Partnership (PSIP)/Service Level Agreement (SLA) and Central Data Entry (CDE). PSIP is a formal agreement of services that the County is already providing for all jurisdictions except for a few jurisdictions and agencies, such as Biltmore Forest, who have their own dispatch and record systems.

During this evening's meeting, Town Council is being asked to authorize the Town Manager to execute the attached PSIP, SLA, and CDE agreements with the County. Please note that these are services that have already been provided by the County for the last 4 years. This evening's presentation will help Town Council understand why these agreements are necessary to continue utilizing the County's dispatch services, CAD, records management system, and jail intake procedures.

Action Requested:

After hearing the presentation by Eric Grau, Buncombe County IT Director and Chief Davis and discussion by Town Council, the Town Manager recommends Town Council's authorization to execute the aforementioned agreements.

Suggested Motion:

I make a motion to authorize the Town Manager to execute the agreements as discussed.



Public Safety Interoperability Partnership (PSIP)

Presented by

Eric Grau, Information Technology Director

Weaverville Council Briefing

March 25th, 2024



History of BCIT and Collaborative Public Safety

- 2002 – Original “CJIS” agreement
 - Pros
 - Created a model for BC IT to support BC and City of Asheville agencies
 - Provided framework for interagency software acquisition and data sharing
 - Created Central Date Entry (CDE) and Master Name records
 - Cons
 - Did not provide good governance model for decision making
 - Did not provide ways for other agencies to join
 - Cost model was static and unequitable
 - No standards on what was in scope for IT support
- These cons were the major drivers of re-establishing a new interlocal agreement



PSIP Agreement Foundational Statements

- The goal of the PSIP Agreement is to cooperatively leverage technology to improve public safety operations.
- Initial and recurring costs are reduced, and public safety operational effectiveness is increased when multiple organizations share a technology system.
- A formal agreement is needed with all relevant jurisdictions to provide appropriate access to and support for public safety technology systems and data.



Results of the new agreement

- Better represents the current environment
- More equitable and transparent cost structure
- All agencies/partners in agreement
- Improved interagency governance through the PSIP Executive Committee (PEC)
- Defined service level agreements



PSIP Members

- Law Agencies
 - Asheville PD
 - Buncombe County Sheriff's Office
 - Black Mountain PD
 - Weaverville PD
 - Woodfin PD
- County Departments
 - Emergency Services
 - Public Safety Communications
 - Pretrial
 - CDE

- Fire Departments
 - Asheville
 - Barnardsville
 - Black Mountain
 - Broad River
 - Enka
 - Fairview
 - French Broad
 - Garren Creek
 - Jupiter
 - Leicester
 - Reems Creek
 - Reynolds Fire
 - Riceville
 - Skyland
 - Swannanoa
 - Upper Hominy
 - Weaverville
 - West Buncombe
 - Woodfin Fire

PEC Members

- Sheriff
- Asheville Police Chief
- PS Comms Director
- EMS Director
- Asheville Fire Chief
- BC IT Director
- Asheville IT Director
- Representative from other PDs *
- Representative from other FDs **
- 2 Community Members (2025)

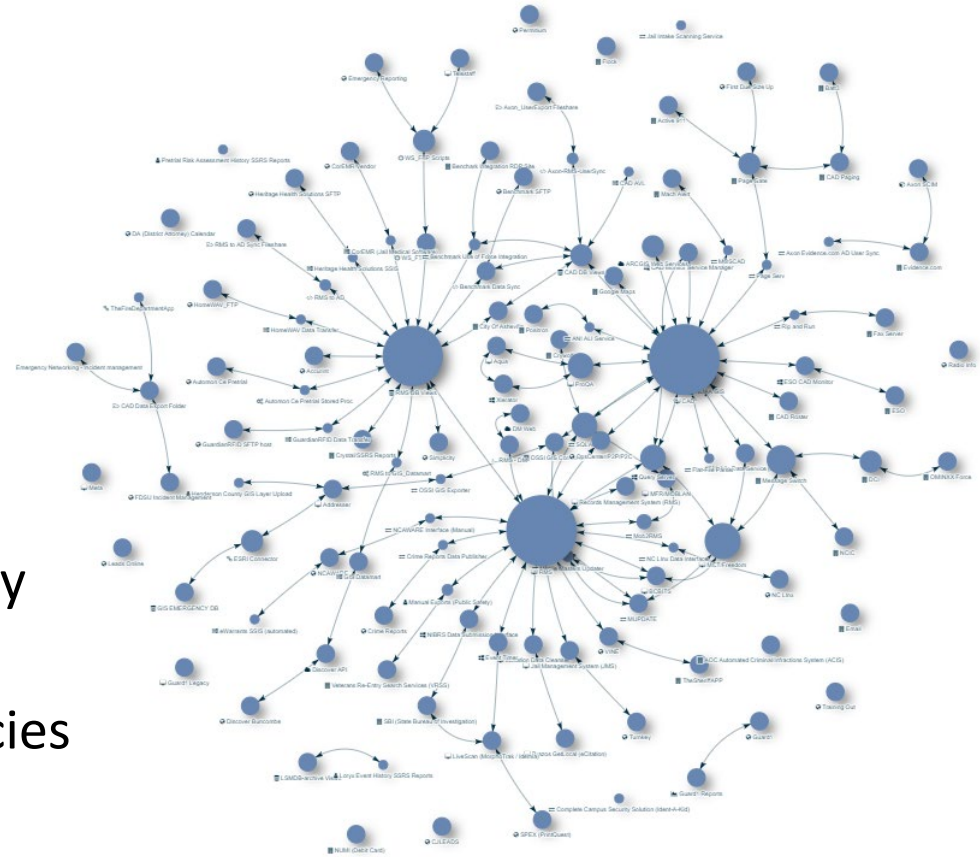
* 2-year term - appointed by PDs

** Fire Chief's Association President



BC IT Support for PSIP

- Core Application Support
 - Computer Aided Dispatch (CAD) – 911
 - Mobile CAD Terminals (MCT)
 - Law Records Management System (RMS)
 - Jail Management System (JMS)
- Integrations and Interfaces
 - Send and receive data with PSIP Agency 3rd party software
 - Send and receive data from State\Federal agencies
- Infrastructure, Security, & Business Administration



Next Steps

- Interlocal Agreements are being presented to Councils and BOCC for adoption
- Quarterly PSIP governance meetings
- Continue work of Core Systems Migration project



Questions and Discussion



	BASE PSIP		BASE PSIP Costs		
	Budget FY24		FY25	Delta	
Buncome County	\$ 770,734.02	\$	813,357.24	\$ 42,623.21	52.5%
City of Asheville	\$ 456,838.70	\$	479,841.37	\$ 23,002.67	31.0%
Woodfin PD	\$ 54,286.38	\$	57,446.78	\$ 3,160.41	3.7%
Weaverville PD	\$ 48,142.23	\$	50,861.25	\$ 2,719.01	3.3%
Black Mountain PD	\$ 64,907.84	\$	68,942.43	\$ 4,034.59	4.5%
County Fire	\$ 75,687.86	\$	77,387.30	\$ 1,699.45	5.0%
	\$ 1,470,597.03	\$	1,547,836.37	\$ 77,239.34	5.3%

Consultant Costs

	Phase I FY24 *	Phase 2 FY25+ **	PSIP % ***
	\$ 189,665.00		
BC	\$ 99,665.19	\$ 86,704.22	52.5%
CoA	\$ 58,797.63	\$ 51,151.29	31.0%
Woodfin PD	\$ 7,039.27	\$ 6,123.85	3.7%
Weaverville PD	\$ 6,232.31	\$ 5,421.83	3.3%
Black Mountain PD	\$ 8,447.90	\$ 7,349.29	4.5%
County Fire	\$ 9,482.70	\$ 8,249.52	5.0%
Totals	\$ 189,665.00	\$ 165,000.00	

* already budgeted in FY24

** looking to budget in Capital

*** Consultant costs are divided by PSIP Base Cost proportions

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERGOVERNMENTAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE TOWN OF WEAVERVILLE

This Intergovernmental Agreement made and entered into this 1st day of July, 2023, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter referred to as “County”), and the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as “Town”). (Town and County are hereinafter collectively referred to as “Parties” and individually as “Party”).

WHEREAS, towns and counties are authorized to enter into joint undertakings as authorized by N.C. Gen. Stat. § 153A-445 and N.C. Gen. Stat. § 160A-461; and

WHEREAS, public safety operational effectiveness is increased when multiple jurisdictions share a technological system; and

WHEREAS, the County and Town wish to leverage enumerated technology systems in a cost-effective manner to improve public safety operations; and

WHEREAS, the County and Town wish to implement an effective, integrated, multi-jurisdictional public safety technology system that will achieve collaboration, cooperation, and communication between all of the agencies; and

WHEREAS, increased situational awareness through shared technology systems thereby improving safety for the residents and first responders of Buncombe County.

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the parties hereby agree to the following:

I. Definitions.

PSIP - Public Safety Interoperability Program.

PEC – PSIP Executive Committee.

II. Purpose.

- A. The purpose of this Agreement is to define the terms and conditions under which criminal justice, emergency medical and fire protection software will be accessed and used by the public safety agencies in Buncombe County, North Carolina and mutually administered, supported, and maintained by the County, by and through its Department of Information Technology.

- B. The primary goal of this agreement is to allow for the creation and maintenance of an effective automated multijurisdictional public safety information technology system. This will be an integrated system used by multiple public safety agencies throughout Buncombe County.

III. Effective Date and Term.

- A. This agreement shall become effective upon ratification by the Town and County's governing boards.
- B. This Agreement shall have an "Initial Term" of three (3) years, running from July 1, 2023 until June 30, 2026, or whenever a new agreement is executed by the parties in relation to the Core Software Systems Migration project whichever occurs first.
- C. Either Party may terminate this Agreement upon giving the other Party six (6) months advance written notice of its intent to terminate.

IV. Roles and Responsibilities.

- A. No joint agency is created by this agreement. The County shall have sole responsibility and authority to appoint or otherwise employ personnel necessary for the PSIP services outlined in this Agreement.
- B. County's Responsibilities.
 - 1. The County, through its Information Technology Department, shall be responsible for the operation of the PSIP system in Buncombe County. The County shall be responsible for the day-to-day operation and supervision subject to the policies and procedures adopted by the PEC and subject to the terms and conditions of this Agreement and the corresponding Service Level Agreement.
 - 2. The County shall purchase or lease all PSIP software to be used on the system.
 - 3. The County shall be responsible for all aspects of PSIP including, but not limited to, the letting and awarding of bids, payment of debt, maintenance, standards, response time, conversion of data, system installation, project management and operation. The County shall be fully responsible for ensuring that the terms of the contract awarded or to be awarded for PSIP, including but not limited to schedule, cost, and performance specifications, shall be complied with by the vendor. The

proposed terms of said contract, regarding schedule, cost, and performance specifications, will be reviewed by and concurred with by PEC prior to execution of the contract by the County.

- a. The County will provide a PSIP Project Manager who will be responsible for managing the day-to-day activities of the above.
4. The County Manager will be responsible for the adoption of the annual budget for PSIP.
5. The County will be responsible for implementing a Service Level Agreement to be entered by the Parties which sets forth in greater detail the County's obligations to its partner agencies through PSIP.
6. The County agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement.
7. The County acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic, and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.
8. If the County has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by County, the County shall immediately notify the Town and any other affected partner agency.

C. Town's Responsibilities.

1. The Town shall be responsible for paying its proportional share of the costs as determined by the Cost Model developed by the County. A copy of the FY 2024 Cost Model is attached as Exhibit A to this Agreement and incorporated herein. The Cost Model may be amended, and the County shall present any amended Cost Model to the PEC by November 1 of each successive year.
2. The Town shall be responsible for providing the appropriate resources and manpower necessary to help ensure successful and timely

implementation of PSIP software for Town use. Responsibilities would include but not limited to providing the appropriate personnel to participate in PSIP project status and review meetings; define agency requirements; perform end-user testing of software and system functionality to assure compliance with requirements and specifications; attend/provide necessary training; provide support during final system testing and "go-live" operations.

3. Notify the County of any process or technological changes or needs that could increase the PSIP cost.
4. Appoint personnel to serve as members of the PEC and ensure their reasonable attendance at the meetings.
5. The Town agrees to comply with all current and future Federal and State Public Safety Technology requirements in all manners that have, or could reasonably be expected to have, an impact on the public safety systems governed by this Agreement.
6. The Town acknowledges that data contained within the public safety systems operated and maintained by the County is confidential, and shall ensure that physical, electronic, and procedural safeguards and controls are implemented and maintained within the agency, and between agencies, to ensure that all confidential information is secure and to prevent unauthorized access to or use of such information by unauthorized individuals.
7. If the Town has reason to believe that any confidential information has or may become known by unauthorized persons, whether or not employed by the Town, the Town shall immediately notify the County.
8. The Town will enter into Service Level Agreement (herein "SLA") drafted by the County for PSIP services. The SLA may be updated in future years.
9. If necessary, the Town will enter into any agreement with the State of North Carolina to access certain data from State IT systems.

V. PSIP Executive Committee.

- A. The County shall create the PEC that is responsible for providing the County and participating agencies feedback regarding the operation of the PSIP project for its users.

- B. The PEC will consist of the following members:
1. Buncombe County Public Safety Communications Director.
 2. Buncombe County Emergency Services Director.
 3. Sheriff or designee.
 4. Chief of Asheville Police Department or designee.
 5. Asheville Fire Chief or designee.
 6. The County IT Director or designee.
 7. The Town IT Director or designee.
 8. A representative from among other municipalities' law enforcement agencies using PSIP.
 9. A representative from among other municipal and county fire departments using PSIP.
 10. Two (2) community members at large.
- C. The selection for members 8 and 9 will be determined via majority vote of those participating agencies, not including the County, to serve a three-year term. The County will coordinate the voting processes. When reviewing the application for community members at large, for one of the vacancies, preference will be given to a resident from one of the towns in Buncombe County.
- D. The Community Representatives will be selected through a competitive application process. From that list, the PEC will select the representatives by a majority vote for a two-year term. These members should be included no later than two (2) years from the signing of this agreement.
- E. The PEC will convene no later than 90 days after the agreement's effective start date.
- F. The PEC's responsibilities are defined below.
1. The PEC will meet at least quarterly to review performance and compliance data and to consider and resolve questions, issues, and disputes relating to PSIP.
 2. Decisions will be made by a majority vote of the PEC.

3. The County shall be responsible for convening the PEC, setting, and distributing its agenda, and providing timely information regarding meetings to all members and member agencies.
 - a. Any PEC member, or member agency, may place an item on the PEC meeting agenda for discussion with the concurrence of at least 2 other members.
 4. The County IT Director will provide a recommended PSIP budget to PEC for review before submitting it to the County Manager for consideration in the annual County Budget.
 - a. The County shall provide PEC with a draft budget by November 1 of each year and a final estimate by April 1.
 5. The County Manager shall appoint a chair from the members who will serve a two-year term and may be re-appointed for an additional term. The PEC Chair shall have the following responsibilities:
 - a. To preside over regular and special meetings of the PEC.
 - b. Facilitate the election of a Vice Chair from the PEC members. The Vice Chair will serve a two-year term and may be re-elected for subsequent terms.
 - c. To call special meetings.
 - d. To appoint committees.
- G. Escalation of Issues.
1. Should the PEC be unable to resolve a dispute among the parties regarding PSIP, the parties may appeal the unresolved issue to the County Manager, the Town Manager, and the Sheriff for resolution. If the Managers and the Sheriff are unable to come to a resolution, the final decision on resolving a dispute will be with the County Manager.

VI. Data Governance and Security.

- A. Both Parties shall safeguard by appropriate means the confidentiality of the information contained in the PSIP network.
- B. Each Party shall maintain network security that meets FBI and industry

standards.

- C. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by Federal, State, local or tribal authorities regarding the access, use, storage, and release of information obtained through various electronic means.
- D. All PSIP Agreement agencies agree to comply with all applicable rules and regulations established by the PEC regarding the access, use, storage, and release of information obtained through various electronic means.
- E. The originating agency of PSIP related data is the owner of the data and has sole authority regarding the release of the data. No data can be released by any PSIP agency without formal approval of the originating agency. In the event of this Agreement's termination, the parties will take all appropriate steps to ensure that all PSIP data is transferred to the originating agency.
- F. If several agencies work a mutual event, the assisting agencies cannot share any data specific to the originating agency without consent of the originating agency.
- G. Public Record requests received by the County shall be forwarded to the appropriate agency prior to the release of any data.
- H. The County reserves the right to suspend service to individual Town employees when the County determines that this agreement or any applicable state or federal law, rule or regulation has been violated by an employee of the Town. The County may reinstate service following such instances upon receipt of satisfactory assurances that such violations have been corrected and measures have been taken to prevent future violations. All costs for reconnection of the service are the responsibility of the Town. The County shall have the authority to inspect Mobile Computer Terminals (MCTs) as well as laptops, tablets, and desktop computers used to access PSIP data under the authorization of this Agreement provided such access is authorized in advance by the PEC.

VII. New Agency Onboarding.

- A. Any new agency shall complete a request form and submit it to the PSIP Manager.
- B. The PSIP Manager shall review the request and determine the level of participation including what applications and interfaces the new agency has requested. The PSIP Manager will produce a report that includes all aspects of onboarding the new agency including:

1. Initial and recurring costs – Infrastructure, equipment, applications, licenses, and staffing.
 2. Level of effort to onboard and provide required services.
- C. The PSIP Manager shall forward the request to the PEC.
- D. The PEC will approve or deny the request. If approved,
1. The new agency and Buncombe County will sign a new ILA with associated SLA as a participating agency.
 2. The PSIP Cost Model will be updated reflecting the new agency's involvement.
 3. Any non-planned costs associated with onboarding will be paid by the new agency.
- E. Within ten (10) business days of a denial by PEC, the new agency may appeal the PEC decision to the County Manager for a final decision on whether the new agency can join PSIP.

VIII. Procurement of additional PSIP Technology and Services.

- A. PSIP Funded Technology and Services.
1. All PSIP technology and service acquisitions should be planned through a budgeting cycle.
 2. Requests for PSIP funded technology and services should be submitted to the PSIP Manager by September 1st for consideration for the following fiscal year.
 3. County IT will evaluate the requests and provide a technical recommendation, security review, and support impact to the PEC. County IT will also update a cost model to reflect how these additional costs will be allocated.
 4. The PEC will vote to add the technology or services to the following fiscal year's budget.
- B. Agency owned technology needing integration support.

1. Agencies should submit a request for an integration to be built and maintained by PSIP IT.
2. County IT will evaluate the request and provide a technical recommendation, security review, and support impact to the PEC. County IT will also update a cost model to reflect how these additional costs will be allocated.
3. The PEC will vote to add the interface to the PSIP portfolio and budget.
4. Any costs associated with the interface will be charged in accordance with the PSIP Cost Model.

IX. General Terms and Conditions.

- A. Notice. Except as otherwise provided in this Agreement, all notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail, return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Town:

Town Manager, Town of Weaverville
P.O. Box 338
Weaverville, NC 28787

To County:

County Manager
200 College Street, STE 300
Asheville, NC 28801.

All such notices and other communications, which are addressed as provided in this Paragraph, shall be effective upon receipt. The parties hereto may from time to time change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is received by the party sought to be charged with its contents.

- B. Whole Agreement. This Agreement contains all of the agreements and representations between the parties with respect to the subject matter hereof. None of the terms of this Agreement shall be waived or modified to any extent, except by written instrument signed and delivered by both parties.
- C. Severability/Survival. If any provision of this Agreement shall be declared invalid

or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.

- D. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
- E. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- F. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
- G. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference and they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, the day and year first above written.

TOWN OF WEAVERVILLE

By: _____

COUNTY OF BUNCOMBE

By: _____

This Service Level Agreement herein ("SLA") is made and first entered into this 1st day of July 2023 by and between Buncombe County, (herein "County"), and the Town of Weaverville, (herein "Agency"), for the purpose of providing the Agency with technology services as described herein, (County and Agency are collectively referred to as "Parties").

I. Purpose.

- A. The Parties entered into an Intergovernmental Agreement dated regarding the coordination of a multi-jurisdictional public safety technology system known as Public Safety Interoperability Program or PSIP ("PSIP Interlocal Agreement").
- B. This SLA establishes the expectations and service norms in which the County's information and technology (herein "IT") services are provided and received in the course of supporting PSIP applications and the necessary infrastructure and processes for the Agency to utilize PSIP applications.
- C. This SLA outlines the parameters of all County information and technology services as they are mutually understood by the Agency.
- D. This Agreement remains valid until superseded by a revised agreement mutually endorsed by the Parties.

II. Services Provided.

- A. All services in the SLA are provided in the context of the PSIP Interlocal Agreement. IT Services provided by the County to the Agency include the following service areas:
 - 1. Service Desk.
 - 2. PSIP Application Support Services.
 - 3. Infrastructure Services.
 - 4. Administrative Services.
- B. Services will be provided in adherence to any related policies, processes, and procedures.

III. County IT Service Desk.

A. Services Description

1. Provides the Agency with information and support related to PSIP applications, infrastructure, and administrative services.

B. Service Components

1. Incident and Request Management: logging requests and incidents, assigning to appropriate individuals for resolution, tracking progress, and providing status updates.
2. Incident Support: remote and in-person incident support involving PSIP applications and infrastructure.
3. Problem Determination and Resolution: diagnosis, resolution coordination, and customer notification.
4. Account Management: creating, updating, and deprovisioning of user accounts.
5. Email Distribution Lists: creating and maintaining PSIP notification groups.

C. Service Levels

1. Incident and Requests Management.
 - a. For responses to Service Requests, the goal for the County is to respond in a timely manner. The County will use reasonable efforts to resolve Service Requests that are within the control of PSIP support staff responsibilities. Circumstances beyond the County's control (response from user, or third-party involvement) will constitute a temporary suspension of the SLA clock until appropriate response or services have been received.
 - b. PSIP application vendors each have their own SLA with the County that is articulated in each contract/support agreement. When relevant, an SLA with contracted vendors will supersede this SLA (e.g., response time to issue resolution). The resolution of certain types of issues for a Commercial Off the Shelf (COTS) application requires the COTS company to solve the problem.
2. Definitions.

- a. **Incident** -- any interruption in the normal functioning of a supported service or system. Incidents that cannot be legitimately resolved within the timeframe of this SLA or that do not have an available workaround, will become part of a Problem Management process.
 - b. **Request** -- any new service, a change to an existing service, or removal of an existing service.
 - c. **Inquiry** -- a request for information.
 - 3. Normal (Non-Urgent Request - Low & Medium Priority) – Should be logged via the BCIT Cherwell Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal than an email should be sent to servicedesk@buncombecounty.org.
 - 4. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.
- D. Incident Support.
- 1. The County provides incident support based on the following which assess Critically and Priority Levels.
 - a. **L1 - Urgent (can't work, no other options, system down/serious degraded functionality)** - problem resolution initiated and customer contacted within 30 minutes of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of problems affecting either critical business functions or multiple users immediately; County IT Manager and/or staff notifies and Agency's designated point of problems within 2 hours. Our goal is to have a temporary fix or problem resolution in place within 1 day.
 - b. **L2 - Important (can't work as normal, but have a work around to allow work to continue)** - problem resolution initiated and customer contacted within 30 minutes of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of problems affecting either critical business functions or multiple users within 4 hours; County IT Manager notifies Agency's designated point of contact of problems by next business day. The County's goal is to have the problem resolved within 2 days.

- c. **L3 - Normal (can work, but experiencing a disturbance of some type, limited loss functionality)** - problem resolution initiated, and customer contacted within 2 hours of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the problem; County IT Manager notified of the problems affecting either critical business functions or multiple users within 1 business day. Our goal is to have the problem resolved within 5 business days.
 - d. **L4 - Low (can work, need a service of some type)** - service request initiated, and customer contacted within 1 business day of notification; status updates provided to customer by the appropriate IT staff member at regular intervals based on the nature of the request. Request completed within 10 business days.
2. Critical Level Determination.
- a. Critically levels will be determined by examining:
 - 1. Life – Lives are dependent on the application/system performing as designed.
 - 2. Mission – Application/system is essential to the operation of a public safety organization.
 - 3. Business – Application/system is part of the day-to-day operations of a public safety organization but neither Life nor Mission critical.
3. Incident Priority Level Determination.
- a. Priority levels will be determined by examining:
 - 1. Impact (Single user, 2 -9 users or 10 or more users).
 - 2. Urgency:
 - (a) **Urgent** – User is unable to work.
 - (b) **Important** – User(s) can't work as normal but have a work around to allow work to continue.
 - (c) **Normal** – User's work is impacted can work but experiencing a disturbance of some type.

- (d) **Low** – A workaround can be implemented or a user's ability to work is not greatly impacted.)

Priority Levels for incidents

	Single User	2 – 9 users (depending on agency size)	10+ Users (depending on agency size)
Urgent	Important	Important	Urgent
Important	Important	Important	Important
Normal	Normal	Important	Important
Low	Low	Normal	Normal

E. Account Management.

1. Account request completed within 7-10 business days. Each agency should have a primary and secondary contact to submit new account requests. This person should also notify County IT staff for account deprovision.

F. BC IT Service Desk Availability.

1. The BC IT Service Desk is staffed from 7:30 AM to 5:00 PM Monday through Friday for standard support.
2. ***Service Desk staff are on-call from 5:00 PM to 7:30 AM Monday through Friday and 24 hours per day on Saturday, Sunday and Holidays for Emergency/Urgent issues for Tier 3 applications that are defined as Life/Mission critical.***
3. County IT Support staff provide 24-hour on-call coverage for Urgent Issues.

G. Reporting an Incident.

1. Normal (Non-Urgent Request - Low & Medium Priority) – Should be logged via the BCIT Service Desk Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal than an email should be sent to servicedesk@buncombecounty.org. All users should complete the Incident Reporting Guide provided by BC IT prior to submitting an incident. The guide includes basic diagnosing and troubleshooting to help define the problem, workstations, and applications involved and basic steps to try to initially resolve the problem. This information will help streamline IT response as well as help assign priority levels.
2. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.

H. Submitting a Request for Service

1. Normal (Non-Urgent Request - Low & Medium Priority) – Should be logged via the BCIT Service Desk Portal at servicedesk.buncombecounty.org. If a user is unable to log into the portal, then an email should be sent to servicedesk@buncombecounty.org.
2. Urgent Request (High-Urgent) – Users call the BCIT Service Desk at 828-250-HELP and follow the instructions for Urgent requests.

I. Agency IT Staff.

1. Agencies with their own internal IT staff will have their IT staff work with County IT support staff to analyze, troubleshoot, and resolve PSIP application issues when they occur. Agency IT staff will first work with their departments to determine the scope and extent of PSIP application issues before contacting County IT support. Subsequently, Agency IT staff and County IT support will work together to communicate and resolve issues and requests Agency IT staff will also be responsible for deploying, installing, and updating local PSIP applications within their Agency with the support and assistance from County IT staff.
2. Agencies without their own internal IT must establish a primary and secondary Technical Assistance Coordinator (TAC) that will contact County IT support staff for issue and service requests. Since County IT staff have limited access and visibility within the external IT environments, the TAC will be responsible for determining the scope and extent of PSIP applications issues and work with County IT support staff to resolve these issues. The TAC will also be responsible for deploying, installing, and updating PSIP applications for their agencies with support and assistance from County IT staff.

IV. PSIP Application Support Services

A. Services Description.

1. These services allow the Agency to fully utilize PSIP applications. Services include software administration, security, configuration, and the maintenance of software applications and their data.
2. PSIP Application Support and funding are provided at different levels based on a 3-tier system. Applications and Interfaces are provided in Table 1.

- a. Tier 1 – No PSIP support and funding. These applications are used by public safety agencies and partners independent of PSIP. They are provided for awareness and possibly future PSIP consideration.
- b. Tier 2 – Applications that are funded and supported by the hosting agency. These applications integrate with PSIP application or data. Integrations for these applications will be funded and supported by PSIP.
- c. Tier 3 – Applications that are fully funded and supported by PSIP.

B. Service Components

- 1. Application Security - Application security includes activities involved in making PSIP applications and interfaces secure including administering, configuring, and managing user access, identifying, fixing, and improving security issues, and working with the vendor as needed.
- 2. Software Updates, Upgrades, and Patching - Software updates is the process of keeping the PSIP software current with the latest version(s) to take advantage of new functionality, provide security updates, or other updates recommend by vendors.
- 3. Software Configuration - Software configuration is the way applications are setup up to support the Agency's business workflow or process.
- 4. Module Implementation - Module implementation refers to enabling a new or additional feature of PSIP applications.

5. Software Implementation - Software implementation is the process of installing or creating new software to support the Agency's business process.
6. Application Interfaces - Application interfaces are an intermediary that allows PSIP applications to communicate with other applications.
7. Document Management - Document management is storing, managing, and tracking electronic documents. PSIP includes document management as part of the PSIP application suite (i.e., .pdfs, .jpeg, .gifs, or other file types via CAD/RMS/JMS.)
8. Data Warehousing - Data warehousing is a form of storing historical data for reporting and data analysis for business intelligence purposes.
9. Reporting - Reporting services enable the creation of graphical and printed reports using SQL Server and other data sources from PSIP data.

C. Service Levels – Roles and Responsibilities

1. Application Security.
 - a. Service Provider.
 - (1) User Account Management
 - (2) Login/Password management
 - (3) Handle requests for audit records
 - (4) Default security rights for groups and modules
 - (5) Apply changes based on CJIS and legal other requirements
 - (6) Secure custom built PSIP Interfaces
 - b. Service Recipient.
 - (1) Notifications for new hires, changes, or departures.
 - (2) Review\verify security roles match job duties.
 - (3) User training and education.
 - (4) Auditing for compliance\best practices (i.e., CJIS certifications).
 - (5) Breach notifications.
 - c. Vendors.
 - (1) Create security patches in software.
2. Software Updates, Upgrades, and Patching.

- a. County IT Support.
 - (1) Plan upgrade process.
 - (2) Working with vendor to evaluate and/or deploy current versions.
 - (3) Provide Agencies upgrade/release notes.
 - (4) Factory Testing.
 - (5) Provide test/training environments when possible.
 - (6) Coordinate and communicate with stakeholders.
 - (7) Document stakeholder input regarding configuration.
 - b. Agency.
 - (1) SME engagement and direction regarding the implementation of any new functionality.
 - (2) Test and evaluate pending and deployed updates.
 - (3) Notify County IT staff of any potential update issues.
3. Software Configuration.
- a. County IT Support.
 - (1) Application administration.
 - (2) Complete configuration based on stakeholder design requirements.
 - (3) Update Configuration log.
 - b. Agency.
 - (1) Assignment of SME(s) for each PSIP application. Responsible for public safety operations input.
 - (2) Expert on what the system can do/not do and how to leverage it for maximum operational effectiveness.
 - (3) Design of business process / workflow requirements.
 - (4) The PSIP Executive Committee is responsible for all final configuration decisions and conflict resolution.
4. Software / Module Implementation.
- a. County IT Support.
 - (1) Works with agencies to recommend IT best practices.
 - (2) Participates in discussions regarding configuration options.
 - (3) Identifies interface requirements.

- (4) Data preparation for software implementation (conversion, interfaces).
- (5) Installation of hardware and server software.
- (6) Factory Acceptance Testing.
- (7) Interface Testing.
- (8) Participate in vendor led training.

b. Agency.

- (1) Assignment of SME(s) for each PSIP application. Responsible for public safety operations input.
- (2) Facilitate workshops and configuration sessions.
- (3) Strategic Objectives.
- (4) Develop system processes and best practices.
- (5) User role design.
- (6) Installation of client-based software.
- (7) Train and educate users on how to use software.
- (8) Configuration Testing
- (9) User Acceptance Testing
- (10) Coordinate and communicate with County IT to establish reasonable timelines.
- (11) Ensure external parties are meeting internal and external policy requirements/compliance.

5. Application Interfaces.

a. County IT Support.

- (1) Communicates with internal and external stakeholders to develop interface requirements, plan, deploy and implement interfaces.
- (2) Provide the infrastructure for interfaces.
- (3) Support and monitor the connectivity of data transfers.
- (4) Communicate with all relevant vendors involved in the interface.
- (5) Obtain initial and recurring costs for the interface.

b. Agency.

- (1) SME input regarding interface requirements.
- (2) Coordinate and communicate with County IT to establish reasonable timelines. This means giving proper lead times.
- (3) Ensure external parties are meeting internal and external policy requirements/compliance.

6. Data Warehousing

a. County IT Support.

- (1) Provide a data warehouse style environment and connectivity for agencies to utilize data in a non-production environment.
- (2) SQL access with tables and view.
- (3) Open Data APIs.

b. Agency.

- (1) Access data warehouse through reporting tools like Excel, SSRS, etc.
- (2) Delegate staff to work with County IT during development to discuss goals and limitations.
- (3) Define security, compliance, and determination of data classification requirements.
- (4) Define control, limit, and audit access requirements of restricted or confidential data.

7. Reporting.

a. County IT Support.

- (1) Custom view reports from PSIP data.
- (2) adhere to any PSIP Data Governance agreements.

b. Agency.

- (1) Review and determine if reports are needed or valid.
- (2) Define security, compliance, and determination of data classification requirements.
- (3) Define control, limit, and audit access requirements of restricted or confidential data.
- (4) Adhere to PSIP Data Governance agreement.

D. Service Availability

PSIP Application Support Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

V. PSIP Infrastructure Services

A. Service Description.

1. These services provide the necessary infrastructure for Agencies to utilize PSIP applications.

B. Service Components.

1. Server Administration.

- a. Includes, but is not limited to, the installation, configuration, troubleshooting and maintenance of server resources necessary for PSIP application functionality.

2. SQL Administration.

- a. Includes, but is not limited to, the installation, configuration, troubleshooting and maintenance of database resources necessary for PSIP application functionality.

3. Active Directory Trust Integration.

- a. Allows existing Agency-based Active Directory user accounts to be utilized for authentication into PSIP related applications. This is accomplished by engineers from the Agency (or their designee) working with County engineers to establish the trust between the two Active Directory domains. A Site-to-Site VPN is a prerequisite for Active Directory Trust Integration.

4. Site to Site VPN.

- a. A secure/encrypted network tunnel established between the Agency's firewall and the County's firewall through which all PSIP related application network traffic for the Agency will traverse. This is accomplished by engineers from the Agency (or their designee) working with County engineers to establish the tunnel between the two firewalls.

5. Disaster Recovery.

- a. The County will architect solutions to strive for the highest possible availability and uptime for PSIP applications. This is accomplished through, among other things, redundant datacenters, redundant network connections and equipment, data replication solutions, best of breed backup solutions, and server/network/application architecture.

- b. Systems that rely upon 3rd party hosted services will be subject to uptime standards as provided by the vendors.
 - 6. LAN.
 - a. Acronym for Local Area Network and it is the internal County network where PSIP related applications reside and communicate.
 - 7. Network Monitoring.
 - a. The County actively monitors their networks for anomalies or issues related to, among other things, hardware failure, performance, and security. When detected, the County responds as necessary to strive for the highest possible availability of network resources.
 - 8. Data Center Management.
 - a. The County maintains redundant datacenters which includes the infrastructure necessary for PSIP related applications to function. This includes, but is not limited to, server infrastructure, network infrastructure, physical cabling, electrical facilities, HVAC facilities, fire suppression and detection, and physical access security. The County's General Services Department will provide building and facility maintenance.
- C. Service Levels
 - 1. Infrastructure services are often performed "behind the scenes." County IT will handle all disruptions towards these services as Incidents. Requests for new Infrastructure Services will come through triggers such as, but not limited to, Agency onboarding events, implementations of new interfaces and applications, and hardware and system upgrades.
 - 2. Service interruptions to infrastructure will be handled as Service Desk Incidents with associated response times determined by severity and life/mission/business nature of the applications effected. Interruptions will be communicated to all participating agencies.
 - 3. Service interruptions from 3rd party supported infrastructure will be subject to the SLAs with the vendors.
- D. PSIP Infrastructure Service Availability.

1. PSIP Infrastructure Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

VI. PSIP Administrative Support Services

A. Service Description.

1. Administrative Support services include business, financial, legal, and other non-technical support.

B. Service Components

1. License Management.
 - a. License management involves the process of documenting and controlling IT costs related to PSIP application and ensuring compliance.
2. Vendor Relationship Management.
 - a. Building and managing relationships with software providers that supply services to PSIP.
3. RFQ, RFP, RFI Support.
 - a. Responsibilities and actions related to Request for Proposals, Quotes, Information, etc.
4. Security and Privacy.
 - a. Support for risk management and security through various Buncombe County staff including IT Security, Compliance Officers, Legal, and Internal Audit.
5. Contract Administration.
 - a. Contract management lifecycle processes for PSIP applications and their vendors.
6. Financial Management.
 - a. Financial management includes administrative activities including invoices and billing processes, cost allocation, budgeting, procurement.

D. Service Levels.

1. License Management.

a. County IT.

- (1) Provide precise license counts.
- (2) Assignment of licenses.
- (3) Report license costs and increases.
- (4) New license acquisition.

b. Agency.

- (1) Inform County IT of any staffing changes that affect licensing.

2. Vendor Relationship Management.

a. County IT.

- (1) Primary contact for vendor.
- (2) Perform 3rd Party Risk Assessment.
- (3) Maintain consistent dialogue with vendor on product road maps, upgrades, and patches.
- (4) Inform Agency of vendor issues and risks.

b. Agency.

- (1) Evaluation and selection of new vendors.

3. RFQ, RFP, RFI Support .

a. County IT.

- (1) Provide technical requirements.
- (2) Review and provide feedback for vendor responses.

b. Agency.

- (1) Provide public safety operations requirements.
- (2) Author and lead RFx efforts.

4. Contract Administration.

a. County IT.

- (1) Contract initiation, review, and negotiation with PSIP vendors.

5. Financial Management.

a. County IT.

- (1) Invoice and billing.
- (2) Cost allocation.
- (3) Budget preparation.
- (4) Procurement.

b. Agency.

- (1) Budgetary approval.

E. PSIP Administration Support Services Availability.

1. County Administration Support Services are available from 8:00 AM to 5:00 PM Monday through Friday (not including County Office closures) for standard support.

VII. Maintenance.

A. Scheduled Maintenance.

1. County IT plans scheduled maintenance windows (usually on the 3rd Wednesday of each month, starting at 4:30 am until 5:30 am) to maintain and increase the security, availability, and performance of the network and supported applications. County IT works to minimize or avoid any disruption to public safety agencies during the maintenance windows. Agencies will be notified if we are aware of an anticipated interruption to public safety systems. A notification reminder will be sent out the day before the scheduled maintenance day with information about the maintenance being performed.

B. Unscheduled Maintenance.

1. Occasionally County IT may be required to interrupt services to Agency users due to unpredictable maintenance requirements that had not been previously planned but require prompt attention and must have action taken to allow for

system restoration and protection of county resources. When possible, email notification will be sent 24 hours, or more, prior to maintenance specifying the work to be performed.

VIII. Staffing.

- A. The Buncombe County IT staff are responsible for supporting the services as defined in this agreement. Each agency is required to provide or acquire their own IT support for non-PSIP applications and hardware.
- B. Service Desk.
 - 1. IT staff funded by the PSIP program for incident response to PSIP applications. Service Desk staff troubleshoot and resolve problems or provide scripted support through known issues. Larger issues will require escalation to specific IT domains. Positions include:
 - a. Desktop Support Specialist.
 - b. IT System Administrators.
 - c. Database Administrators.
 - d. Infrastructure Analysts.
 - e. Security Analysts.
- C. Application Support Staff.
 - 1. IT staff funded by the PSIP program to support the PSIP applications. Application support staff troubleshoot and resolve issues that are unable to be resolved by the BCIT Service Desk. Application support staff handle advanced support and services for PSIP applications and integrations. Positions include:
 - a. County IT Manager.
 - b. IT System Administrators.
 - c. Database Administrators.
- D. Infrastructure Support Staff.
 - 1. IT staff funded by the PSIP program to support PSIP infrastructure. Infrastructure support staff troubleshoot and resolve issues and provide advanced support and services for server administration, databases, network, and security. Positions include:
 - a. Database Administrators.
 - b. Infrastructure Analysts.
 - c. Security Analysts.

E. Administrative Support Staff

1. IT and County staff ***not funded*** by PSIP program to support PSIP administration.
 - a. IT Director.
 - b. Chief Information Security Officer.
 - c. Software Services Division Manager.
 - d. Operations Division Manager.
 - e. IT Office Manager.
 - f. HR, Finance, Legal, Risk & Compliance and other County Staff.

IX. General Provision.

- A. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
- B. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of the Agency and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
- C. Conflict. Any conflict between the SLA and the PSIP Interlocal Agreement, the terms of the PSIP Interlocal Agreement shall control.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their respective names, the day and year first above written.

TOWN OF WEAVERVILLE

By: _____

COUNTY OF BUNCOMBE

By: _____

This Service Agreement ("Agreement") made and entered into this ____ day of March 2024, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina ("County") and the Town of Weaverville, a municipal corporation, also organized and existing under the laws of the State of North Carolina ("Town").

WITNESSETH

WHEREAS, under N.C. Gen. Stat. § 153A-11 through § 153A-13 counties are authorized to enter into contracts and under N.C. Gen Stat. § 160A-17, towns are likewise authorized to enter into contracts;

WHEREAS, the Parties to this Agreement are also partners in the Western North Carolina Public Safety Interoperability Program (PSIP) through which the County provides criminal justice and public safety data entry services to its PSIP partners, through the Centralized Data Entry (CDE) division of the Buncombe County Bureau of ID;

WHEREAS, this Agreement establishes the Parties' rights and obligations with respect to CDE and data entry services provided by the County to the Town; and

NOW THEREFORE, for and in consideration of the mutual promises contained herein, the Parties hereby agree to the following:

I. Roles and Responsibilities

- a. No Joint Agency. No joint agency is created by this Agreement. The County shall have the sole authority and responsibility to employ and supervise personnel providing the CDE services described in this Agreement .
- b. County Responsibilities. CDE shall provide timely and accurate data entry services, including but not limited to:
 - i. Maintaining all name records and name alerts in the records management system ("RMS").
 - ii. Responding to inquiries from law enforcement agencies regarding processes and name record information.
 - iii. Entering data associated with all arrests and legal processes initiated by law enforcement, magistrates, clerks of court, and judges into local RMS.
 - iv. Initiating detention facility bookings.
 - v. Entering data associated with all pawn transactions.
 - vi. Ensuring that all non-digital citations are entered into RMS/eCitations and mobile name candidating.
 - vii. Ensuring all non-support, 50B protection order, and ex-parte civil processes are correctly entered into RMS.
 - viii. Providing eWarrant requisition numbers to Town law enforcement officers upon arrest or upon issuance of a criminal process.

- c. Town Responsibilities. The Town shall provide timely and accurate data to CDE, including but not limited to:
 - i. Updating master name file when making an arrest or requesting the issuance of legal process.
 - ii. Updating master name file when serving a legal process.
 - iii. Contacting CDE to verify existing legal process status.
 - iv. Delivering paper citations to the CDE drop box.
 - v. Delivering non-support, 50B protection order, and ex-parte civil processes to CDE.
 - vi. Delivering paper pawn transactions to CDE.
- II. Ad Hoc Requests. In support of the services described in Section I(b) of this Agreement, CDE will respond to related requests submitted by the Town. Such requests by the Town must be submitted to the CDE Supervisor who will review the request with the Department Head and coordinate with the Town to determine how the request will be addressed.
- III. Cost Share.
 - a. The Parties shall each bear a proportional share of CDE costs which shall be a function of three CDE service areas: RMS master name record entry and maintenance, arrest data entry, and booking data entry.
 - b. CDE service areas shall be quantified as follows:
 - i. RMS master name record entry and maintenance: the number of sworn law enforcement Public Safety Interoperability Program ("PSIP") users.
 - ii. Arrest data entry: the number of arrests entered in RMS by CDE on behalf of the law enforcement agency. Cost associated with arrests entered on behalf of non-PSIP agencies are covered by the County.
 - iii. Booking data entry: the number of bookings entered in RMS by CDE on behalf of the Buncombe County Sheriff's Office.
 - c. The Town's cost share shall be its portion of all sworn law enforcement PSIP users multiplied by the percent of CDE staff time spent on RMS master name record entry and maintenance (44%) plus its portion of all arrests entered in RMS multiplied by the percent of CDE staff time spent on arrest data entry (28%). The County shall pay for 100% of booking entry data requirements; the Town shall not share in the cost of booking entry data.
 - d. The County shall invoice the Town quarterly for its share of CDE costs. The Town shall remit payment for its share of CDE costs to the County within thirty (30) days of receipt of the invoice.
- IV. Term. This Agreement shall have an initial term of July 1, 2024, until June 30, 2025, and shall thereafter automatically renew for one (1) year renewal terms ("Renewal Term") running from July 1 until June 30 of successive years, if not earlier terminated, in accordance its provisions.
- V. Termination. This Agreement may be terminated only if the PSIP is terminated or if the Town or County discontinues its participation in the PSIP. If the PSIP is terminated and/or one or both Parties

discontinue participation in the PSIP, the Town shall remain liable to the County for its share of CDE costs under Section III, above, unless and until the County ceases providing data entry services to the Town.

VI. Amendments. None of the terms of this Agreement shall be amended or modified to any extent, except by written instrument executed by both parties.

VII. Miscellaneous

- a. This Agreement supersedes any previous agreements between the County and the Town concerning the provision and cost-share of criminal justice and public service data entry services by the County to the Town.
- b. Notice. All notices and communications required to be sent pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand delivery, certified mail return receipt requested, or by Federal Express or similar overnight courier service, addressed as follows:

To Town:
Selena Coffey
Manager, Town of Weaverville
P.O. Box 338
Weaverville, NC 28787

To County:
Avril Pinder
County Manager
200 College Street
Asheville, NC28801

All such notices and other communications which are addressed as provided in this paragraph shall be effective upon receipt. The parties hereto may, from time to time, change their respective addresses for the purpose of notice to that party by a similar notice specifying a new address, but no such change shall be deemed to have been given until it is received by the party sought to be charged with its contents.

- c. Disputes.
 - i. Mediation. Any claim, dispute, or other matter in question arising out of or related to this Agreement shall be subject to voluntary non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If the parties are unable to agree upon a certified mediator to hear their dispute, the Buncombe County Resident Superior Court Judge shall name a mediator to hear the matter. The parties shall equally share the mediator's fee. The mediation shall be held in Asheville at a location designated by the mediator selected to hear the matter.
 - ii. Legal Proceedings. Claims, disputes and/or other matters in question between the parties that are not resolved by mediation shall be heard in the North Carolina General Courts of Justice in Asheville, Buncombe County, North Carolina, which said Court shall have jurisdiction to hear any dispute between the parties arising out of this agreement. The Parties hereby agree that this paragraph establishes exclusive and sole jurisdiction for any legal proceeding in Buncombe County, North Carolina.

- d. Whole Agreement. This Agreement contains all agreements and representations between the parties with respect to the subject matter hereof.
- e. Severability/Survival. If any provision of this Agreement shall be declared invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect. The covenants contained in this Agreement, which by their terms require their performance after the expiration or termination of this Agreement, shall be enforceable notwithstanding the expiration or termination of this Agreement.
- f. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina.
- g. Duplicate Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.
- h. Authority. The individuals signing this Agreement personally warrant that they have the right and power to enter into this Agreement on behalf of the Town and County, to grant the rights granted under this Agreement, and to undertake the obligations undertaken in this Agreement.
- i. Captions. The captions or headings in this Agreement are inserted only as a matter of convenience and for reference; they in no way define, limit, or describe the scope of this Agreement or the intent of any provision hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Service and Cost Share Agreement to be executed in their respective names, the day and year first above written.

Buncombe County

Town of Weaverville

Avril Pinder
County Manager

Selena Coffey
Town Manager

Town Questions and County Response
CDE Services and Cost Model
Updated 12/18/2023

- 1. Based on the current cost model if we decide to opt-out will you still process non-PSIP users at no cost?**

If a town opts out of CDE services, CDE will continue to be responsible for the processes required to create the short booking at the jail in the Jail Management System (JMS) on behalf of the Sheriff's Office. The cost of creating the short booking is covered by the 100% allocation to the Sheriff's Office in the proposed cost model. Non-PSIP agencies enter and maintain their arrests records in their own records management system.

RMS operates as a name-based application, and the name candidating services are included in the cost model as a shared PSIP function. PSIP agencies are the only ones able to view the RMS application supported by the County; non-PSIP agencies do not have access to the shared RMS.

- 2. The current cost model shows Black Mountain, Weaverville, and Woodfin account for 4.87% of arrestees. Proposed processing cost per year \$170,000 per year. The original cost model is based on all 3 towns arresting 217 people. That equals to a charge of \$783 to process a prisoner which takes around 20 minutes. Asheville arrested 1,413 based on the model and is charged \$202,118. That equals \$143 per prisoner to process. Why the huge disparity? The population shouldn't have that big of an effect on the time of work.**

The model first proposed applied a 20% allocation across the five PSIP agencies for name candidating services. The local RMS is a name-based system, and CDE is charged with maintaining those name records. Currently, there are 262,572 AKA name records in the RMS database (all name types), representing 23% of all name records in the RMS database. Each of these AKA records represents a record merger that CDE has performed to ensure there is a master name record that ties all involvements that individual, business, etc. has had together. This includes, but is not limited to, criminal and civil processes, gun permits, arrests, incidents, citations, and property records.

County staff, at the direction of the County Manager, has come up with an alternative accounting for name candidating services provided by CDE based on agency utilization. In this model, instead of an even distribution across agencies, we are basing utilization on the number of sworn LEO users across agencies. We have also applied a weight to the services provided by CDE – 44% of CDE time dedicated to the maintenance of name records, and 28% of time dedicated arrest entry and booking entry. These time allocations were based on CDE processing time for an arrest and booking into the jail:

CDE Process	Amount	Units	Percent of Time
Name Record Creation/Update	4	Minutes	44%
Arrest Entry	2.5	Minutes	28%
Booking Creation	2.5	Minutes	28%
Total Active Processing Time	9	Minutes	100%

Average Staff Time Spent per CDE Service	Service -- RMS Master Name		Service - Arrest Entry		Service- Booking Entry		Total Cost Share	
	44%		28%		28%			
	Sworn Officers (PSIP Budgeted Positions)	\$412,024.80	Arrest Counts	\$262,197.60	Booking Entry	\$262,197.60		
Jurisdiction in Buncombe County								
Buncombe County Sheriff's Office	229	\$183,567.47	3957	\$117,021.87	100%	\$262,197.60	\$562,786.94	60.1%
Asheville Police Department	239	\$191,583.52	3073	\$90,879.00	0%	\$0.00	\$282,462.52	30.2%
Woodfin Police Department	15	\$12,024.07	195	\$5,766.81	0%	\$0.00	\$17,790.88	1.9%
Black Mountain Police Department	16	\$12,825.67	173	\$5,116.19	0%	\$0.00	\$17,941.87	1.9%
Weaverville Police Department	15	\$12,024.07	88	\$2,602.46	0%	\$0.00	\$14,626.53	1.6%
CDE (Non PSIP Agency Entry, No RMS Access)	0	\$0.00	1380	\$40,811.27	0%	\$0.00	\$40,811.27	4.4%
Total	514	\$412,024.80	8,866	\$262,197.60	100%	\$ 262,197.60	\$936,420.00	100.0%

Arrests = All arrests in FY23

Arrest entry accounts for 28% of CDE time. Applied to the CDE FY24 budget, the cost of arrest entry is \$262,197, translating to \$29.57 per arrest. Black Mountain, Woodfin, and Weaverville accounted for 456 arrests (5.14% of all arrests) entered last fiscal year. Under this model, they would collectively pay \$13,485.46 of arrest entry cost (5.14% of all arrest entry cost), or \$29.57 per arrest.

As noted above, the cost of name candidating services in this model is based on PSIP budgeted positions and is not a flat percentage across agencies. Booking entry is attributed to the Sheriff's Office at 100%.

- All non-PSIP users (Montreat, UNC Asheville, Biltmore Forest, NCHP, etc..) equaled 17.26 (767) arrests totaling \$42,387 in money the county will absorb. That's a processing charge of \$55.26 per prisoner. Why is there such another huge disparity in cost analysis? All other agencies arrest 17% with an estimated cost of \$42,000. That's 12% more arrest and time than the 3 towns with a \$126,000 difference in cost increase for the towns. Giving us access to the software decreases the time and the effort of CDE it does not increase CDE time compared to non-participating agencies.**

Non-PSIP agencies do not have access to RMS and therefore do not benefit from the name candidating services provided by CDE. In their own records management systems (if it is name-based) someone or some group is performing name records management and merging duplicate records. The County absorbs the cost of arrest entry because an arrest with the associated charges must exist in RMS for a booking to be created in JMS. In the model above, the County absorbs \$40,811.27 for the entry of 1,380 arrests in FY23. That translates to \$29.57 per arrest.

- Best practices shown in studies from IACP and DOJ is that newer software have algorithm or AI to decrease master name indexing in the future. What will the cost look like if we had new software that all speaks to each other, and data entry is decreased by all the end users?**

The service scope of CDE will need to be considered when a new records management system is selected by PSIP agencies. AI technology is improving, and it is likely that name candidating technology within the selected application will be an improvement upon what is available in the current RMS. However, it is highly likely there will still need to be an individual or entity charged with performing the merges, as noted in the IACP document that was shared (p. 14):

*Once a list of possible matches is provided, the **user** can decide whether the information should be linked to an existing master name record or whether a new master name entry should be added. This step is very important in maintaining the quality and integrity of the master name file in the system. **Automatic matching should not replace the need of the user to assess***

possible matches and the user should only match one record to another when confident that they are the same entity.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024
SUBJECT: Northridge Farms Project Update
PRESENTER: Town Manager Coffey
ATTACHMENTS: Water Commitment Letter dated 1/4/2024

DESCRIPTION/SUMMARY OF REQUEST:

Town staff was able to meet with the Northridge Farms Project developer and engineer last week and would like to provide an update to Town Council on this project at tonight's meeting.

As part of the conversation that occurred on March 14 the developer has asked that Town Council consider removing the condition in the water commitment that requires them to provide a secondary connection to the Town's system at the waterline in Monticello Road via Gill Branch Road. This condition was discussed on December 18 and included as a condition at the recommendation of the Town's Public Works Director and Town Engineer, Dale Pennell, in order to protect this new community from serious public safety dangers and inconveniences associated with water outages that might occur without a looped water source.

Town Council input and possible action concerning this particular condition may be appropriate at tonight's meeting.

COUNCIL ACTION REQUESTED:

Town Council discussion and possible action regarding the developer's request to remove the requirement that they provide a secondary connection to the Town's water system via Gill Branch Road. Initial input on other project-related matters may also be appropriate.

The Town of
Weaverville
NORTH CAROLINA

January 4, 2024

Liam Cahill
Brooks Engineering Associates.PA
Via email to: lcahill@brooksea.com

Re: Water Commitment for Northridge Farms
56 Gill Branch Road

Dear Mr. Cahill:

On December 18, 2023, the Town of Weaverville approved the water commitment/extension request that was submitted by you for the Northridge Farms development on the following parcels: 9732-78-9228, 9732-77-7382, 9732-76-5731, 9732-76-5475, 9732-76-2936, and 9732-66-5806. Your request indicated that a proposed development on the property listed above would consist of a total of 568 residential units in a combination of duplexes, apartment buildings, townhouses, and single-family lots as stated on your application. You requested domestic water service for those units totaling approximately 227,200 GPD and total peak demand of 1689 GPM. Based on our review it was determined that our water system has adequate capacity to serve this connection over the approximate timeline as described in an email from Bo Carpenter to Jennifer Jackson dated 16 November 2023.

Your commitment request was approved at a Town Council meeting subject to certain conditions listed herein. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. To safely provide domestic water and fire suppression to the project, your plans must include connections to the Town's water system at the existing Town waterlines located at the following: (1) towards the end of Northridge Commons Parkway and (2) in Gill Branch Road near Monticello Road. This will create a looped system so that vulnerabilities and inconveniences due to water outages are avoided.
2. Please coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water service.
3. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
4. This water commitment is valid only for the project described in this letter.

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

(828) 645-7116 • Fax (828) 645-4776

www.weavervillenc.org


5. Unless otherwise extended by a renewal approved by Town Council, this commitment shall automatically expire one year from the date of this letter if the installation of the water system improvements has not begun within that one-year time frame. I anticipate that you will need an extension of this commitment and your project will be eligible for such for another year (or two) but that must be approved by Town Council upon your request and payment of an application fee and additional commitment fees as set out in the fee schedule that is effective at the time of the extension request.
6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
8. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.

You have paid the non-refundable application fee of \$100.

A commitment fee of \$10,020 has been calculated based on inside rates for the following: (1) 272 individual meters [$\frac{5}{8}$ " or $\frac{3}{4}$ "] at \$35 per meter; and (2) 1 apartment master meter [4"] at \$500 per meter. If the meter count and sizing are incorrect, please contact Dale Pennell to discuss and we will revise the invoice. Otherwise, these commitment fees are now due and payable (invoice attached) and must be paid within 60 days of the date of this letter to keep this commitment letter active. Failure to pay this fee by that date will result in a staff recommendation to Town Council requesting them to void the approval.

Additional fees will be required to activate **each account** based on the Town's Fee Schedule applicable at the time of activation. Those fees currently include the following: account establishment service charges, water system account deposits, and water system development fees. For information purposes only, I am attaching the FY2024 Fee Schedule, which is subject to change on an annual basis.

Sincerely,



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

cc: Dale Pennell, Public Works Director
Bo Carpenter

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024

SUBJECT: Annexation and Zoning – 6 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Proposed Annexation Ordinance
Map Showing Annexation Area

DESCRIPTION/SUMMARY OF REQUEST:

Athena Fox Brooks and Cynthia Fox Clark are the owners of the property located at 6 Pleasant Grove Road and have submitted a voluntary annexation petition seeking to have a total of +/-6.09 acres annexed into the Town of Weaverville. The purpose of their annexation petition appears to be to obtain Town services to support up to 50 townhouse units that are proposed on the property. The petitioners are requesting an initial zoning designation of R-3 to support that townhouse project.

The Town Clerk has previously certified the sufficiency of the annexation petition and public hearings were held earlier in the meeting on 25 March 2024 on both the annexation and the proposed R-3 zoning.

The annexation petition is now eligible for Town Council action.

Depending on whether or not Town Council chooses to annex the properties at 9 Pleasant Grove Road, this annexation will either be contiguous or a satellite annexation.

The proposed annexation ordinance is attached for Town Council review and possible adoption and includes an R-3 zoning designation as requested by the petitioner and recommended by the Planning Board.

COUNCIL ACTION REQUESTED:

Should Town Council wish to annex this property into the municipal limits of the Town of Weaverville, action to adopt the annexation ordinance is appropriate.

PREPARED BY AND RETURN TO:

Jennifer O. Jackson, Weaverville Town Attorney
P.O. Box 338, Weaverville, NC, 28787

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
6 PLEASANT GROVE ROAD– +/-6.09 ACRES
ANNEXATION #2024-1**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-58.1 to annex the area described below and the Town Clerk investigated the petition and certified the sufficiency of the petition; and

WHEREAS, the Town of Weaverville has the authority pursuant to Part 3 of Article 19 of Chapter 160A 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 initial zoning designation was requested to be R-3 and by letter dated 6 February 2024, the Planning Board found R-3 zoning to be reasonable and consistent with the Town's Comprehensive Land Use;

WHEREAS, a public hearing on the question of annexation was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

WHEREAS, a public hearing on the question of R-3 zoning was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

WHEREAS, at the public hearings the residents of Weaverville and the surrounding area were given an opportunity to be heard on any questions regarding the desirability of the annexation and the R-3 zoning requested;

WHEREAS, Town Council finds that the annexation petition is valid and the public health, safety, and welfare of the inhabitants of the Town and the area proposed for annexation will best be served by annexation of the area proposed;

WHEREAS, Town Council finds that R-3 zoning is consistent with the Town's Comprehensive Land Use Plan and the resolution adopted by Town Council on 23 October 2023;

WHEREAS, when considering such factors as the size, physical conditions, and other attributes of the property, the benefits and detriments to the landowners, the neighbors, and the surrounding community, and the relationship between the current actual and permissible development on the property and the adjoining areas and the development that would be permissible under the proposed zoning, Town Council finds that R-3 zoning is reasonable and in the public interest in that R-3 zoning is compatible with the current uses and zoning of several properties within the area including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-58.1, that the +/- 6.09 acre tract shown on the map that is recorded in Map Book ____ at Page ____, Buncombe County Registry, reference to which is hereby made for a more complete description, is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.
2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-3 zoning classification for the property so annexed.
4. The property owners are directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes if they have already done so.
5. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory and a copy of this Ordinance within 30 days of the effective date of the annexation. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.
6. This annexation ordinance shall be effective immediately.

ADOPTED THIS the ____ day of _____, 2024, with ____ voting in favor and ____ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

TAMRA MERCER, Town Clerk

JENNIFER O. JACKSON, Town Attorney

STATE OF NORTH CAROLINA

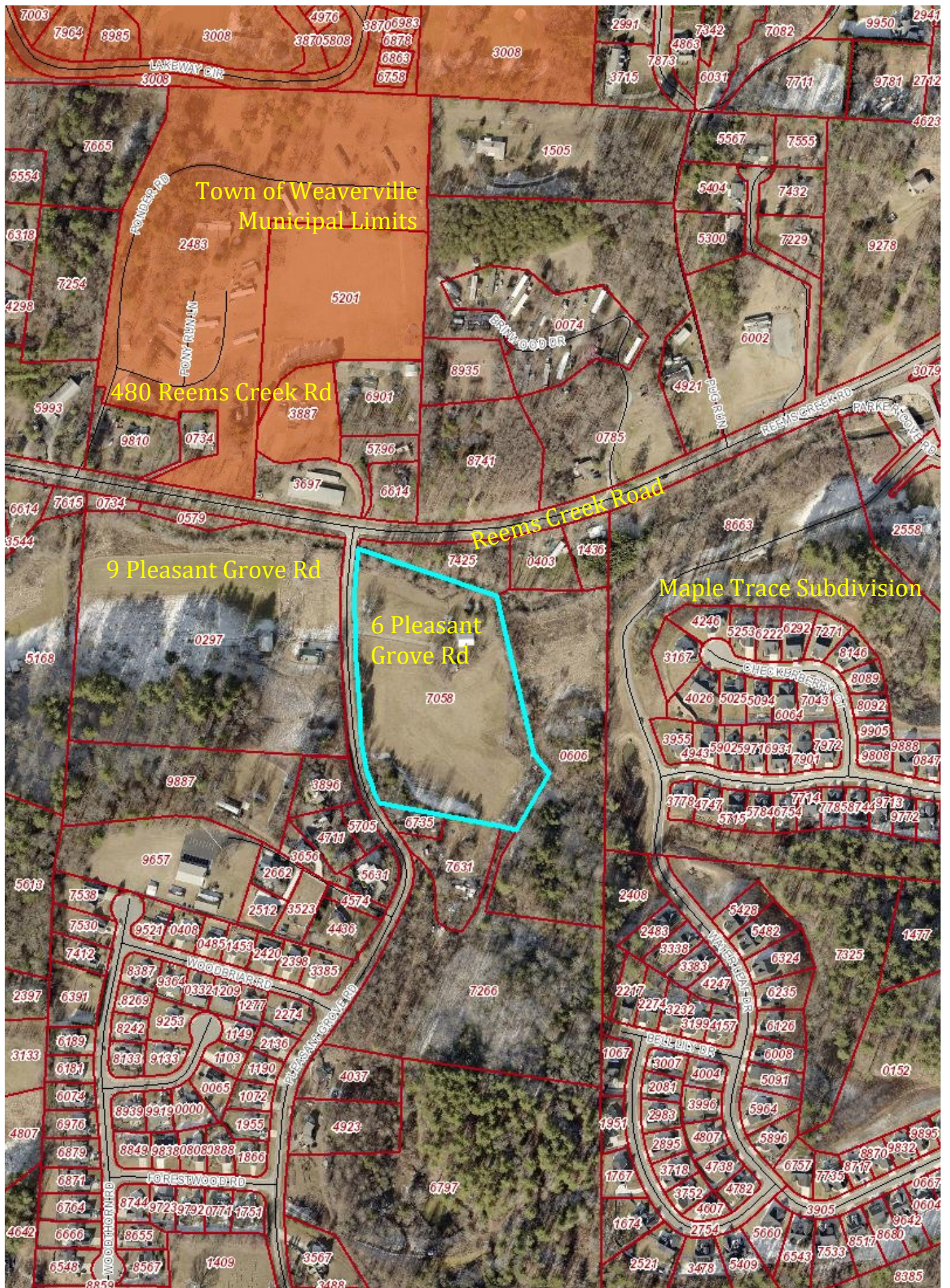
COUNTY OF BUNCOMBE

I, _____, a Notary Public, certify that Tamara Mercer personally came before me this day and acknowledged that she is the Town Clerk for the Town of Weaverville and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its Town Clerk.

Witness my hand and seal this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024

SUBJECT: Annexation and Zoning – 9 Pleasant Grove Road

PRESENTER: Town Attorney Jennifer Jackson

ATTACHMENTS: Proposed Annexation Ordinance
Map Showing Annexation Area

DESCRIPTION/SUMMARY OF REQUEST:

Pleasant Grove of WNC, LLC, is the owner of the properties located at 9 Pleasant Grove Road and has submitted a voluntary annexation petition seeking to have a total of +/-10.67 acres annexed into the Town of Weaverville. The purpose of their annexation petition appears to be to obtain Town services to support the townhouse project consisting of 40 townhouse units that has been permitted by Buncombe County and under development. Vested rights are claimed and the petitioners are requesting an underlying zoning designation of R-3.

The Town Clerk has previously certified the sufficiency of the annexation petition and public hearings were held earlier in the meeting on 25 March 2024 on both the annexation and the proposed R-3 zoning.

The annexation petition is now eligible for Town Council action.

The proposed annexation ordinance is attached for Town Council review and possible adoption and includes an R-3 zoning designation as requested by the petitioner and recommended by the Planning Board.

COUNCIL ACTION REQUESTED:

Should Town Council wish to annex this property into the municipal limits of the Town of Weaverville, action to adopt the annexation ordinance is appropriate.

PREPARED BY AND RETURN TO:

Jennifer O. Jackson, Weaverville Town Attorney
P.O. Box 338, Weaverville, NC, 28787

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
PLEASANT GROVE OF WNC, LLC– +/-6.09 ACRES AT 9 PLEASANT GROVE ROAD
ANNEXATION #2024-1**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-31 to annex the area described below and the Town Clerk investigated the petition and certified the sufficiency of the petition; and

WHEREAS, the Town of Weaverville has the authority pursuant to Part 3 of Article 19 of Chapter 160A 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 initial zoning designation was requested to be R-3 and by letter dated 6 February 2024, the Planning Board found R-3 zoning to be reasonable and consistent with the Town's Comprehensive Land Use;

WHEREAS, a public hearing on the question of annexation was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

WHEREAS, a public hearing on the question of R-3 zoning was held during a meeting of Town Council on 25 March 2024 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 14 March 2024 and 21 March 2024, and a written comment period beginning on 5 March 2024;

WHEREAS, at the public hearings the residents of Weaverville and the surrounding area were given an opportunity to be heard on any questions regarding the desirability of the annexation and the R-3 zoning requested;

WHEREAS, Town Council finds that the annexation petition is valid and the public health, safety, and welfare of the inhabitants of the Town and the area proposed for annexation will best be served by annexation of the area proposed;

WHEREAS, Town Council finds that R-3 zoning is consistent with the Town's Comprehensive Land Use Plan and the resolution adopted by Town Council on 23 October 2023;

WHEREAS, when considering such factors as the size, physical conditions, and other attributes of the property, the benefits and detriments to the landowners, the neighbors, and the surrounding community, and the relationship between the current actual and permissible development on the property and the adjoining areas and the development that would be permissible under the proposed zoning, Town Council finds that R-3 zoning is reasonable and in the public interest in that R-3 zoning is compatible with the current uses and zoning of several properties within the area including properties within the Town and just outside its municipal limits, and could serve to diversify the housing stock within the Town's municipal limits.

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, that the +/- 10.67 acre tract shown on the map that is recorded in Map Book ____ at Page ____, Buncombe County Registry, reference to which is hereby made for a more complete description, is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.
2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town.
3. The Zoning Map of the Town of Weaverville is hereby amended to establish an R-3 zoning classification for the property so annexed.
4. Vested rights to develop the annexed property pursuant to that Special Use Permit issued by Buncombe County on 9 November 2022 are hereby recognized.
5. The property owners are directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes if they have already done so.
6. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory and a copy of this Ordinance within 30 days of the effective date of the annexation. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.

7. This annexation ordinance shall be effective immediately.

ADOPTED THIS the ____ day of _____, 2024, with ____ voting in favor and ____ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

APPROVED AS TO FORM:

TAMRA MERCER, Town Clerk

JENNIFER O. JACKSON, Town Attorney

STATE OF NORTH CAROLINA

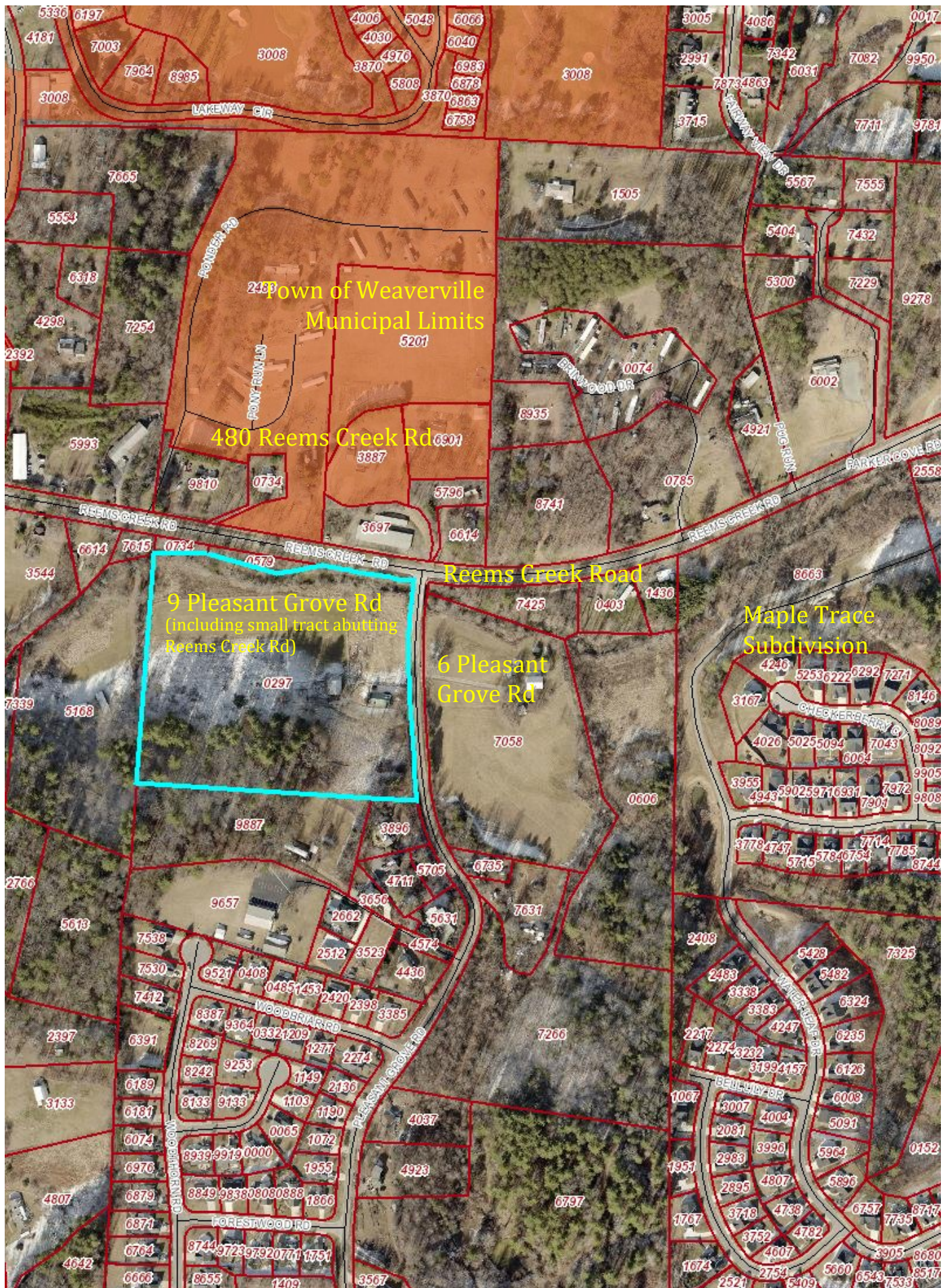
COUNTY OF BUNCOMBE

I, _____, a Notary Public, certify that Tamara Mercer personally came before me this day and acknowledged that she is the Town Clerk for the Town of Weaverville and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its Town Clerk.

Witness my hand and seal this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024
SUBJECT: Code Amendment – Ch. 13 & 20 – Environmental Protection
PRESENTER: Planning Director and Town Attorney
ATTACHMENTS: Proposed Code Amendment

DESCRIPTION/SUMMARY OF REQUEST:

Proposed Code Amendments to Chapter 13 and 20 for environmental protection, include regulations of steep slopes, mountain ridge protection, and various aspects of stormwater management, such as flood hazard area development, sedimentation and erosion control, stormwater, illicit discharge detection and elimination, and several related technical amendments.

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

The only staff recommended change to these proposed regulations is to clarify that charity carwashes are allowable discharges under new Code Section 20-5502(b).

The Town Manager, Planning Director, Public Works Director (who serves as the Town’s Stormwater Administrator), and Town Attorney all support the adoption of these proposed Code Amendments.

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

TOWN COUNCIL ACTION REQUESTED:

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 13 AND 20 CONCERNING ENVIRONMENTAL PROTECTION** *as presented/as amended.*

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTERS 13 AND 20
CONCERNING ENVIRONMENTAL PROTECTIONS**

WHEREAS, the Planning Board met 6 February 2024 in order to considered regulations concerning environmental protection, including regulations for steep slopes, mountain ridge protection, and various aspects of stormwater regulation, including flood hazard area development, sedimentation and erosion control, stormwater, and illicit discharge detection and elimination, and related technical amendments;

WHEREAS, the Planning Board found the proposed code amendments to be 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 environmental protection within the Town's municipal limits, and unanimously recommended adoption;

WHEREAS, after proper notice, the Town Council held a public hearing on 25 March 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, reasonable, and in the best interest of the public.
2. The attached Part V of Chapter 20, entitled "Environmental Protection", is hereby added to the Town's Code Ordinances.
3. The following article and sections of the Code are hereby repealed in favor of the new Part V of Chapter 20:
 - a. Article VII of Part III of Chapter 20 entitled "Hillside Development Regulations";
 - b. Code Section 20-1110 entitled "Erosion and Sedimentation Control";
 - c. Codes Section 20-1111 entitled "Floodplain Regulations"; and
 - d. Code Section 20-1112 entitled "Stormwater Control".
4. Subparagraph (6) of Code Section 13-80 is hereby amended as follows with the added language shown as underlined and deleted language shown with strike-throughs:

Sec. 13-80. Appeals.

...

- (6) *Appeals from decision of board of adjustment.* Appeals from the board of adjustment may be taken to the courts pursuant to G.S. ~~160A-388, as amended~~ 160D-1402, as from time to time may be amended.

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

ADOPTED THIS the ____ day of _____, 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

CHAPTER 20 – PLANNING AND DEVELOPMENT

PART V. ENVIRONMENTAL PROTECTION

ARTICLE I. GENERAL PROVISIONS

Sec. 20-5101 Authority

The regulations contained within this Part V are adopted under the authority and provisions of Part 2 of Article 9 of G.S. Chapter 160D and Article 21 of G.S. Chapter 143, and in accordance with municipal separate storm sewer system (MS4) permit requirements.

Sec. 20-5102. Applicability and Jurisdiction

The regulations contained within this Part V apply to all property located within the municipal limits of the Town of Weaverville.

Sec. 20-5103 Purpose and Intent

A primary and fundamental element of this Part V is the protection of the Town's existing environmental resources including floodplains and other stream corridors, wetlands, watersheds and groundwater recharge areas, soils, forest stands, specimen trees and other significant vegetation and wildlife. These elements are of economic value and make the Town a desirable place to live and visit.

Sec. 20-5104 Definitions

The following words, terms and phrases, when used in this Part V, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Slope. An inclined ground or earth material surface, the inclination of which is expressed as a ratio of horizontal distance to vertical distance. For the purposes of this article, slope will be calculated based on the Buncombe County GIS Slope Calculation Tool, or as certified by a licensed surveyor, engineer, or landscape architect.

Steep slope. Any lot, parcel, or tract of land which (a) has an average slope of 25% or more, or (b) is designated with a slide hazard ranking of 'moderate' or 'high' on a Stability Index Map prepared by the NCGS, and are determined irrespective of tract boundaries. Steep slope areas refer to natural grades and shall not include man-made grades.

Stormwater conveyance. Natural elements of a stormwater conveyance include swales and small drainage courses, streams, rivers, lakes, and wetlands. Manmade elements of a stormwater conveyance include gutters, inlets, ditches, pipes, culverts, channels, and most retention/detention facilities.

Stormwater conveyance system (or storm drainage facilities). A series of drainage facilities, both natural and manmade, which collect, contain, and provide for the flow of surface and storm water from the highest points on the land down to a receiving water and includes the Town's municipal separate storm sewer system (MS4).

ARTICLE II. LAND SUITABILITY

Sec. 20-5201 Land Suitability

Land subject to flood hazard, improper drainage, erosion, or that is for topographical or other reasons unsuitable for residential use as determined by the Town of Weaverville, shall not be platted or developed for residential use, nor for any other uses that will continue or increase the danger to health, safety, or property, unless the hazards can be and are corrected.

Sec. 20-5202 Flood Hazard Area Development

- (a) Construction and re-grading of areas lying with a floodplain can obstruct or divert water to other areas, limiting the floodplain's ability to (i) store and slow floodwater; (ii) filter sediments, nutrients and impurities; and (iii) provide fish and wildlife habitat. Proper management of development within the floodplain can help to protect lives and property, and prevent increased flooding.
- (b) The Town has adopted floodplain regulations consistent with the Buncombe County floodplain regulations that were authorized by Part 6 of Article 21 of G.S. Chapter 143, with said regulations being contained in Code Chapter 13.
- (c) The Town has authorized Buncombe County to be the Floodplain Administrator within the Town and, as such, Buncombe County has the authority for all permitting, inspections, and enforcement for all land disturbing and construction activities within the areas of the Town lying within the 100-year floodplain.
- (d) The land designated within the Areas of Special Flood Hazard that are subject to periodic inundation by 100-year flood as shown on FEMA flood insurance rate maps for the Weaverville area shall be identified on all plats.
- (e) Land designated as Special Flood Hazard Areas shall be developed only in accordance with Town Code Chapter 13, and any other applicable federal, state, or local regulation.
- (f) No grading, clearing, removal of significant vegetation, the placement of structures, fill, or any other encroachment activity shall occur within designated Special Flood Hazard Areas zones which would interfere with the natural water course without approval from the Floodplain Administrator based upon certification that such activity mitigates the potential adverse impact of flood hazard. Streets and utility lines and structures may be placed within the flood hazard area only if their elevation is raised above maximum flood heights or if they are otherwise flood protected.

ARTICLE III. SEDIMENTATION AND EROSION CONTROL

Sec. 20-5301 Purpose

The regulation of certain land disturbing activities is necessary in order to prevent the pollution and damage of water sources, lakes, streams and rivers, and other public and private property from erosion and sedimentation.

Sec. 20-5302 Sedimentation and Erosion Control Regulations

- (a) In order to prevent soil erosion and sedimentation pollution of streams, springs, flat waterbodies, drainage networks, or off site sedimentation damage, and when there are plans for land disturbing activity of one (1) acre or more, the Owner shall show proof of an erosion and sedimentation control plan which has been approved by the delegated permitting authority having jurisdiction in accordance with the North Carolina Administrative Code, Title 15A Chapter 4, as adopted by the North Carolina Sedimentation commission, January 11, 1978, as amended.
- (b) The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has authorized Buncombe County to be the permitting authority for all land disturbing activities within the Town. Persons disturbing one (1) acre or more shall comply with Buncombe County Erosion Control Program regulations (Buncombe County Code, Article V, of Chapter 26), as from time-to-time may be amended, including permitting procedures, inspection, and enforcement protocols.
- (c) The developer shall cause all grading, excavations, open cuts, side slopes, and other land surface disturbances to be mulched, seeded, sodded, or otherwise protected. Temporary erosion and sedimentation control measures shall be placed in accordance with the approved Erosion Control Plan prior to any construction.
- (d) Erosion and sedimentation from land disturbance activities shall be controlled with appropriate methods as indicated in the NCDEQ NC Erosion and Sediment Control Planning and Design Manual or any other method approved by Buncombe County to prevent sediment runoff and siltation of adjoining parcels, lots, and streets.
- (e) In accordance with 15A NCAC 02H .0153, the Town of Weaverville relies upon the North Carolina Sedimentation Pollution Control Act (SPCA) of 1973 as a qualifying alternative program to meet a portion of the NPDES MS4 Permit requirements for construction site runoff control measures. The SPCA requirements include reducing pollutants in stormwater runoff from construction activities that result in land disturbance of greater than or equal to one (1) acre and includes any construction activity that is part of a larger common plan of development that would disturb one acre or more. The State SPCA Program has designated Buncombe County as a delegated county. In addition to the Buncombe County Erosion Control Program, the

Town of Weaverville implements the following measures to meet NPDES MS4 Permit Requirements:

- i. A stormwater hotline is available for reporting sediment run-off from construction sites and for questions concerning construction site activities.
 - ii. Construction site operators are required to control and manage waste at the construction site. Construction site waste items include, but are not limited to sediment, solid and sanitary wastes, oil and grease, concrete truck washout, construction chemicals, construction debris, and pesticides, and shall be handled appropriately so as not to impact water quality. (See Town of Weaverville Code of Ordinances Sec. 22-48 and NCG01)
- (f) The NPDES (NCG01) Construction Stormwater Permit process shall be followed, and the permit acquired prior to start of construction for all construction sites requiring an Erosion and Sediment Control Approval from the State or Buncombe County.

ARTICLE IV. STORMWATER CONTROL

Sec. 20-5401 Purpose

Proper management of stormwater runoff protects property, lessens stream channel erosion, prevents increased flooding, and provides additional protection for floodplains, wetlands, and other water resources and aquatic ecosystems.

Sec. 20-5402 Stormwater Regulations

The Town, through an intergovernmental agreement entered into by the Town of Weaverville and Buncombe County, has consented to the application of the Buncombe County construction and post-construction stormwater control regulations within the Town's jurisdiction and has authorized Buncombe County to perform all permitting procedures, inspections, and enforcement of those regulations.

ARTICLE V. ILLICIT DISCHARGE DETECTION AND ELIMINATION

Sec. 20-5501. Purpose

It has been determined that proper management of stormwater runoff will minimize damage to public and private property and infrastructure; safeguard the public health, safety, and general welfare; and protect water and aquatic resources. The purpose of the regulations set forth in this article is to protect, maintain, and enhance the public health, safety, environment, and general welfare by establishing minimum requirements and procedures to control the adverse effects of illicit discharges into the municipal stormwater conveyance system.

Sec. 20-5502. Illicit Discharges and Connections

(a) *Prohibited Discharges*

No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the state, or upon the land in such a manner and/or amount as is likely to reach a stormwater conveyance or the waters of the state, unless permitted by an NPDES permit. Prohibited substances and discharges include but are not limited to:

- (1) Wastewater lines (such as from washing machines)
- (2) Sanitary sewer lines
- (3) Food waste
- (4) Oil
- (5) Grease
- (6) Household, industrial, and chemical waste
- (7) Anti-freeze
- (8) Animal waste
- (9) Paint
- (10) Paint wash water
- (11) Garbage
- (12) Litter
- (13) Swimming pool discharges
- (14) Leaves
- (15) Grass clippings
- (16) Dead plants

(b) *Allowable Discharges*

Non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:

- (1) Drinking water line flushing
- (2) Discharge from emergency firefighting activities
- (3) Irrigation water
- (4) Diverted stream flows
- (5) Uncontaminated groundwater
- (6) Uncontaminated pumped groundwater
- (7) Discharges from potable water sources
- (8) Residential foundation/footing drains
- (9) Air conditioning condensation
- (10) Uncontaminated springs
- (11) Water from crawl space pumps
- (12) Individual and charitable non-commercial car washing operations
- (13) Flows from riparian habitats and wetlands
- (14) Street wash water
- (15) Other non-stormwater discharges for which a valid NPDES discharge permit has been authorized and issued by the US Environmental Protection Agency or by the State of North Carolina, and provided that any such discharges to

the municipal separate storm sewer system shall be authorized by the Town of Weaverville

(c) *Illicit Connections*

Connections to a stormwater conveyance or stormwater conveyance system that allow the discharge of non-stormwater, other than the exclusions described in subsection (b) above, are unlawful.

Prohibited connections include, but are not limited to: industrial/commercial floor drains, waste water or sanitary sewers, wash water from commercial vehicle washing or steam cleaning, and waste water from septic systems.

Where such illicit connections exist in violation of this section and said connections were made prior to the adoption of this provision or any other ordinance or regulation prohibiting such connections, the property owner or the person using said connection shall remove the connection within one (1) year following the effective date of this article; however, the one-year grace period shall not apply to connections which may result in the discharge of hazardous materials or other discharges which pose an immediate threat to health and safety, or are likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat.

Where it is determined that said connection either (a) may result in the discharge of hazardous materials or may pose an immediate threat to health or safety, or is likely to result in immediate injury and harm to real or personal property, natural resources, wildlife, or habitat, or (b) was made in violation of any applicable regulation or code, other than this section, then the Stormwater Administrator shall designate the time period within which the illicit connection shall be removed. In setting the time limit for compliance, the Stormwater Administrator shall take into consideration the following:

- (1) The quantity and complexity of the work;
- (2) The consequences of delay;
- (3) The potential harm to the environment, to the public health, and to public and private properties; and
- (4) The cost of remedying the damage.

(d) *Spills and Accidental Discharges*

In the case of accidental discharges, the responsible party shall immediately begin to collect and remove the discharge and restore all affected areas to their original condition. The responsible party shall immediately notify the Town of Weaverville of the accidental discharge, including the location of the discharge, type of pollutant, volume or quantity discharged, time of discharge, and the corrective actions taken.

Notification shall not relieve any person of any expenses related to the restoration, loss, damage, or any other liability which may be incurred as a result of said spill or leak, nor shall such notification relieve any person from other liability which may be imposed by federal, state, or other law.

(e) *Notice of Violation*

When the Town Manager, Stormwater Administrator, or other authorized representative finds that a discharge or connection violates any provisions of this article, the Town Manager, Stormwater Administrator, or authorized representative, may issue a Notice of Violation. The Notice of Violation shall identify the nature of the violation, amount of penalty (if applicable), set forth the measures necessary to comply with this article and provide a specific time period for compliance.

The Notice may be served by registered or certified mail, hand delivery, or any other means determined to give actual notice. Refusal to accept the notice shall not relieve the violator's obligation to comply with this article or to pay any applicable penalty.

(f) *Enforcement and Penalties*

Any person that violates the provisions of this article is subject to a civil penalty.

- (1) No penalty shall be assessed until the person alleged to be in violation has been notified of the violation.
- (2) The maximum civil penalty for each violation of this article is \$5,000. Each day of violation shall constitute a separate violation and can be assessed from the date the violation first occurs.
- (3) The Town Manager, Stormwater Administrator, or other authorized representative shall determine the amount of the civil penalty assessment. In determining the amount of a civil penalty, all relevant mitigating and aggravating factors shall be considered including, but not limited to, the following:
 - i. Degree and extent of harm caused by the violation;
 - ii. Cost of rectifying the damage;
 - iii. Whether the violator saved money through noncompliance;
 - iv. Whether the violator voluntarily took reasonable measures to restore any areas damaged by the violation;
 - v. Whether the violation was committed willfully;
 - vi. Whether the violator reported the violation;
 - vii. Prior record of the violator in complying or failing to comply with this Code or any other local, state, or federal water pollution control rule or regulation;
- (4) In addition to the civil penalty, penalties for costs to restore damaged property may be assessed based on restoration costs, which include but are not limited to, cleanup costs, devaluation of property, and value of animal and plant life damaged or destroyed.
- (5) If an alleged violator does not pay a civil penalty assessed within 30 days after it is due, or does not appeal a civil penalty assessment as provided in subsection (g) below entitled "Appeals Process", the Stormwater Administrator shall request the North Carolina Department of Environmental Quality, Division of Water Quality, to administer the penalty.
- (6) Violation of these regulations shall not constitute a misdemeanor or infraction punishable under the criminal laws of North Carolina.

(g) Appeals Process

Any person who desires to appeal a demand for payment of the civil penalty shall have 30 days from said demand of payment to submit an appeal in writing to the Town Manager or Stormwater Administrator. The Town of Weaverville shall then grant an appeal hearing before the Weaverville Town Council within 30 days after receipt of the appeal. The Town of Weaverville shall provide the appellant with a minimum of 10 days advanced written notice of the time and place of the appeal hearing. Thereafter, the appellant shall have 30 days to comply with the final decision of the appeal hearing.

ARTICLE VI. STEEP SLOPE REGULATION AND MOUNTAIN RIDGE PROTECTION

Sec. 20-5601 Purpose and Objectives

This article regulates development on mountains and hillsides to ensure growth occurs in a manner that will preserve the Town's visual character, protect the public health, safety and welfare, and promote environmentally sound design and planning. The regulations established in this article recognize development in hilly or mountainous areas involves special considerations due to the slope of the land. The following objectives serve as general guidelines to fulfill the purpose of this section.

- (a) To reduce the likelihood of slope failures by promoting safe and stable slopes on developed or disturbed land;
- (b) To prevent inappropriate development and to protect life and property from potentially hazardous conditions;
- (c) To protect the quality of wetlands and watercourses from increased sedimentation;
- (d) To minimize grading, cut and fill operations, and impervious surfaces;
- (e) To protect plant and animal habitat from disturbance, development, and the removal of vegetation;
- (f) To preserve the aesthetics and qualities of the natural terrain and to respect the existing topography and natural conditions; and
- (g) To require disclosure of landslide hazards to purchasers of properties located in area vulnerable to landslides as indicated on maps prepared by the North Carolina Geological Survey (NCGS)

Sec. 20-5602 Applicability

The provisions of this article apply in the following circumstances:

- (1) Any portion of a lot, parcel, or tract of land which has been approved for development or subdivision after the date of adoption of this section shall be required to comply with the provisions of this section.

- (2) Additions to existing structures greater than 600 square feet of disturbed area.
- (3) Site disturbances encompassing more than 600 square feet of disturbed area.

Sec. 20-5603 Exemptions

The following land uses or activities are exempt from the requirement of this article provided they comply with any limitations or conditions specified herein and all other provisions of this Chapter 20:

- (a) Lots containing an average natural slope of less than 25%
- (b) Agricultural and forestry uses or activities consistent with all state and federal laws and the latest Best Management Practices for those activities;
- (c) Landscape maintenance activities, including the removal of diseased, dead or damaged trees.
- (d) Previously approved developments are exempt for a period of two years subsequent to the effective date of this article.
- (e) Any legally non-conforming lots of record, referring to the owner or any successor in interest of a vacant lot of record existing as of the effective date of this section, shall be entitled to build one single-family home thereon, provided, however, that approval shall be in accordance with Code Sec. 20-1602(b) related to nonconforming lots.

Sec. 20-5604 General Regulations for Development and Other Land Disturbing Activity on Steep Slopes

- (a) *Plan Requirements* – Steep slope areas shall be clearly indicated on all site plans, development plans, preliminary plats, final plats, special use permits and plans submitted as a part of a conditional district.
- (b) *Appeal of Administrative Decisions* –When a property owner or developer disagrees with an administrative decision which determines the presence or location of a steep slope area, the property owner or developer may present a topographical map and slope calculation certified by a professional surveyor, engineer, or architect, and request a new determination. Appeals of final administrative decisions or determinations shall be made to the Board of Adjustment pursuant to Code Sec. 20-1308 and 20-1309.
- (c) *Requirements for Roads and Driveways*
 - i. All new public and private roads and driveways shall be designed and constructed to minimize the potential for landslides, erosion, and runoff.
 - ii. Roads and driveways shall be located to preserve the maximum number of existing trees on the site.

- iii. Roads and driveway shall be designed to create the minimum feasible amounts of land coverage and the minimum feasible soil disturbance. Variations in road design and construction specified by the Town in its regulations shall be permitted, as approved by the Administrator, to prevent the dedication of unnecessarily large amounts of land to such roads or driveways.
- (d) *Development Limitations* – Development and land disturbance on steep slope areas shall be conducted in accordance with the following requirements. Compliance with these requirements shall be determined by the approving authority.
 - i. Artificial or reconstructed slopes shall not exceed 50% or 2H:1V. All fill shall be stabilized in conformance with generally accepted engineering standards, including a compacted density of at least 95%. Non-load bearing retaining walls shall be encouraged to reduce the amount of disturbance to the natural slope.
 - ii. To accommodate building placement on steep slope areas, front and side yard setbacks on interior lots of the development may be reduced by up to 50% at the discretion of Board of Adjustment using the procedures for a variance. Where appropriate, buildings and structures should be located as close to the road as possible to preserve the natural terrain and to minimize disturbance and the length of driveways.
 - iii. Sedimentation and erosion control shall be provided during and after construction consistent with the requirements of Article III of this Part V and Buncombe County’s Erosion and Sedimentation Control Program.
- (e) *Density and Lot Size* – Densities of residential development shall be reduced in steep slope areas to support the goals and objectives of this article. Development on lands subject to this article shall meet the density requirements shown below in the table.

Maximum Density by Existing Slope		
Existing Slope	Minimum Lot Size (Acres)	Maximum Density (units per acre)
25.00% - 44.99%	0.5	1.00
45.00% - 59.99%	2.0	1.00
60.00% +	4.0	1.00

Sec. 20-5605 Structure Height and Mountain Ridge Protection

The maximum height of any building shall not extend closer than 15 feet to any point on a mountain ridge on which said building is constructed. For the purposes of this article, mountain ridge refers to geological formations and not vegetation.

This section shall not operate to prohibit the construction of any residence pursuant to a validly issued development approval or variance order in effect at the time of adoption of this section. Sec. 20-1603, concerning nonconforming structures, shall apply to all structures existing at the time of adoption and not in compliance within the maximum structure height as established in this section.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024

SUBJECT: Code Amendments – Golf Cart Operations on Certain Town Streets

PRESENTER: Town Attorney Jackson

ATTACHMENTS: Proposed Regulations

DESCRIPTION/SUMMARY OF REQUEST:

Representatives from the Reems Creek Homeowners Association, Inc., and the Reems Creek golfing community have requested a golf cart ordinance that would allow the use of privately owned golf carts on a select number of public streets in and around the Reems Creek Golf Course.

There is statutory authority for the Town to adopt this type of ordinance and, at its meeting in February, Town Council indicated a willingness to consider adoption of a golf course ordinance to address the Reems Creek golf course community's request.

The Town Attorney has worked with the Town Manager and Police Department to develop some proposed regulations, which are attached. These regulations have been reviewed by the Reems Creek HOA and John Phillips, as a representative of the HOA, has indicated that the draft has received many positive comments.

While a public hearing is not legally required on these regulations, staff recommends that Town Council hold one in order to gather public input from as much of the Reems Creek golf course community as possible before possible adoption.

COUNCIL ACTION REQUESTED:

It is recommended that Town Council take action to set a public hearing on these regulations for April 22, 2024, at 6 pm in the Community Room/Council Chambers, 30 South Main Street, Weaverville, NC.

ARTICLE 28 – TRAFFIC AND PARKING

ARTICLE IV. GOLF CART OPERATION ON CERTAIN TOWN STREETS

Sec. 28-401 Authority

The regulations contained within this article are adopted pursuant to N.C. Gen. Stat. § 160A-300.6, which provides authority for the Town to regulate the operation of golf carts on any public street, road, or highway within its municipal limits where the speed limit is 35 miles per hour or less.

Sec. 28-402. Applicability

The regulations contained within this article allow golf cart use on certain Town streets located near or associated with a golf course or golf course community and do not apply generally within the municipal limits of the Town of Weaverville.

This article does not apply to the operation of golf carts on private property with the consent of the owner or the operation of golf carts within private, gated, or limited access communities where roads are privately owned and maintained.

Sec. 28-403 Purpose and Intent

The purpose of this article is to establish golf cart regulations within the Town's golfing community(ies) in order to promote the health, safety, and welfare of persons operating golf carts within the Town, by providing rules and regulations deemed necessary to protect the safety of their passengers and other users of the roads.

Sec. 28-404 Disclaimer and Assumption of Risks

Golf carts are not designed or manufactured to be used on public streets and the Town does not advocate or endorses the golf cart as a safe means of travel on public streets, roads, or highways. This article is not to be relied on as a determination that operation of golf carts on public streets or roads is safe or advisable even if done in accordance with the regulations herein.

The Town shall in no way be liable for accidents, property damages, injuries, or deaths involving or resulting from the operation of a golf cart pursuant to this article.

All person who own, operate, or ride on a golf cart on a public street, road, or highway pursuant to this article do so at their own risk and peril and assumes all liability resulting from the operation of the golf cart.

Sec. 28-405 Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Golf cart. A vehicle designed and manufactured for operation on a golf course for sporting or recreational purposes and that is not capable of exceeding speeds of 20 mph, or the

definition of golf cart contained in G.S. § 20-4.01(12a), as from time-to-time may be amended. Expressly excluded from this definition are all-terrain vehicles, four-wheel utility vehicles, go-karts, and other similar utility vehicles which are not manufactured for operation on a golf course, and/or golf carts that have been modified so that they no longer meet the definition of a golf cart under G.S. § 20-4.01(12a).

Daylight hours. The hours between sunrise and sunset when the use of lights and/or reflectors are not necessary for the safe operation of the golf cart.

Driver's license. A valid license issued to operate a motor vehicle by North Carolina or any other state.

Operate. To drive or be in physical control of a golf cart that is moving or has its key inserted and in the on position.

Sec. 28-406 Liability Insurance

No golf cart shall be operated on any public street within the Town without liability insurance coverage being provided for that golf cart. Any person who owns a golf cart that is operated within the Town shall be responsible for procuring liability insurance sufficient to cover the risk involved in operating a golf cart on public streets.

Sec. 28-407 Operation of Golf Carts Permitted

The operation of golf carts on the following public streets within the Town of Weaverville is permitted if the posted speed limit is 35 mph or less and all of the requirements, rules, and regulations of this article are fully complied with:

Hillcrest Drive	Twin Courts Drive
Lakeway Circle	Meadowbrook Lane
Valley Drive	Crescent Court
Manor Way	Ridgemont Drive
Birkdale Drive	Preston Court
Hawtree Court	High Bluff Drive
High Meadow Drive	High Meadow Cove
Devonshire Drive	Courseview Drive
Highland Pointe Drive	Highland Pointe Court

Sec. 28-408 Rules and Regulations for Operation

It is unlawful to operate a golf cart on any of the public streets named in Code Sec. 28-406 above unless the following requirements are met:

- (a) Only persons 16 years of age or older and in possession of a valid driver's license or other validly issued State or government photo identification showing a date of birth may operate a golf cart on public streets. Golf cart operators must carry their driver's license or photo ID on their person at all times when operating a golf cart on public streets, roads, and highways.

- (b) The owner of a golf cart must possess and maintain liability insurance in an amount not less than required by North Carolina law for traditional motor vehicles operated on a public highway in North Carolina.
- (c) Golf carts may only be operated during daylight hours.
- (d) Headlights must be used during periods of low visibility, such as inclement weather.
- (e) Golf carts must be operated at the extreme right of the roadway and must yield to all vehicular and pedestrian traffic.
- (f) A golf cart may cross a road with a posted speed limit greater than 35 mph; however, once that segment of road has been traversed, the golf cart is still required to travel only on or along a roadway with a speed limit of 35 mph or less. Golf carts must cross in a manner that is the most direct route in order to decrease crossing distance (i.e. no riding along a road or crossing at an angle).
- (g) The driver and passengers must be properly seated while the golf cart is in motion;
- (h) The golf cart is limited to a maximum of 3 rows.
- (i) Passengers are only allowed to ride in the seats that were designed for the purpose and the designed seating capacity of the golf cart may not be exceeded. Passengers are specifically not allowed to ride in the part of the golf cart that is designed to carry golf clubs.
- (j) No golf cart may be operated at a speed greater than reasonable and prudent for the existing conditions, and in no instance at a speed greater than 20 mph.
- (k) All persons operating golf carts must be observant of and attentive to the safety of themselves, their passengers, other motorists, bicyclists, and pedestrians.
- (l) No golf cart shall be operated in a careless or reckless manner.
- (m) Golf carts must be operated in accordance with all applicable North Carolina and Town of Weaverville traffic laws and ordinances, including laws, regulations, and ordinances pertaining to the possession and consumption of alcoholic beverages.
- (n) Golf carts must have the basic equipment supplied by the manufacturer, including a vehicle identification number and all safety devices as installed by the manufacturer; including but not limited to the following, all of which must be in good working order:
 - i. Rear view mirror or side mirrors mounted on both sides of the cart;
 - ii. Headlights on both sides of the front of the cart;
 - iii. Taillights on both sides of the back of the cart or two red reflectors that are 3 inches in diameter or larger and located at the back of the cart so as to be visible for at least 500 feet when approached by a motor vehicle displaying lawful undimmed headlights; and
 - iv. Parking brake (whether automatic or pedal/handle activated).
- (o) Golf carts are subject to the same Town parking regulations as traditional motor vehicles and may only be parked in the same manner and in the same places designated for the parking of traditional motor vehicles on Town property and Town streets. Parking restrictions specific to private parking lots or on private property may also apply.

- (p) Golf carts may not be used for the purpose of towing another cart, trailer, or vehicle of any kind, or any person on roller skates, skateboard, or bicycle.
- (q) Golf carts may not be operated or parked on Town maintained sidewalks.
- (r) The possession of open containers or alcohol and/or consumption of alcohol by the driver and/or passengers of a golf cart is prohibited.
- (s) The operator of a golf cart must always yield the right-of-way to traditional motor vehicles and pedestrians.

Sec. 28-409 Community Signage

The community in which golf cart operations are allowed under this article may be required to provide signage at entrances to the community to alert motor vehicle drivers that golf carts may be in use on the roadways.

Sec. 28-410 Penalties and Enforcement

Violators of the provisions of this article shall constitute an infraction in accordance with N.C. Gen. Stat. Chapter 20 and N.C. Gen. Stat. § 14-4 and shall subject the violator to a civil penalty in the amount as set out on the Town's adopted Fee Schedule in effect at the time of the violation.

Notwithstanding the foregoing, persons who, while driving golf carts on public streets or roads within the Town, violate the rules of the road applicable to motor vehicles as set forth in Part 10 of Article 3 of N.C. Gen. Stat. Chapter 20, shall be subject to the same penalties applicable to the operators of other motor vehicles.

Operating a golf cart under the influence of an impairing substance (i.e. drugs or alcohol) on a public street, road, or highway, is a violation of North Carolina criminal laws and punishable as provided therein.

This article shall be enforced by the Town of Weaverville Police Department or other responding law enforcement.

PROPOSED FEE SCHEDULE ADDITIONS

Golf Cart Violations

<i>First Offense</i>	\$50.00
<i>Second Offense</i>	\$75.00
<i>Third and Subsequent Offenses</i>	\$100.00

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: March 25, 2024

SUBJECT: Automatic Aid Agreement with Reems Creek Valley Fire Department

PRESENTER: Town Manager Coffey and Fire Chief Harris

ATTACHMENTS: Proposed Agreement with Map
Contract dated 19 December 2011

DESCRIPTION/SUMMARY OF REQUEST:

Weaverville's Fire Department (WFD) and the Reems Creek Valley Fire Department (RCVFD) have a long-standing agreement that RCVFD will provide automatic aid to Town properties in the vicinity of the RCFD fire station, particularly east of the intersection of Hamburg Mountain Road and Reems Creek Road. This arrangement provides faster response times to the Reems Creek Valley area than the WFD can typically provide from its station on Monticello Road.

The Reems Creek Valley area currently consists of approximately 552 parcels of land, encompasses approximately 650 acres, and accounts for approximately \$223,281,900 in tax value. The Reems Creek Valley has seen an uptick in growth and several Town annexations have recently occurred in this area and a few more are pending.

Annexations pull properties out of the RCVFD tax district and directly impact their tax base and revenues.

In 2011 the Town entered into a contract with RCVFD that provides for automatic aid. Based on the growth happening in the Reems Creek Valley, both Town staff and the RCVFD agreed that the contract needed to be updated and have been working on that for several months.

Attached is an agreement that the Town Manager, Fire Chief, and Town Attorney all support and recommend. The terms of the proposed agreement have been shared with RCVFD in draft form and they have found it acceptable.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the proposed Automatic Aid Agreement for Fire Protection and Emergency Medical Response in the Reems Creek Valley either as presented or with amendments that Town Council deems necessary or advisable.

**STATE OF NORTH CAROLINA
BUNCOMBE COUNTY**

**AUTOMATIC AID AGREEMENT FOR FIRE PROTECTION
AND EMERGENCY MEDICAL RESPONSE IN THE
REEMS CREEK VALLEY AREA**

THIS AGREEMENT, made and entered into this ____ day of _____, 2024, by the **REEMS CREEK VALLEY FIRE DEPARTMENT, INCORPORATION**, a North Carolina nonprofit corporation having a mailing address of 730 Reems Creek Road, Weaverville, NC 28787 (hereinafter "RCVFD"), and the **TOWN OF WEAVERVILLE**, a North Carolina municipal corporation having a mailing address of P.O. Box 338, Weaverville, NC, 28787 (hereinafter "Town");

WHEREAS, N.C. Gen. Stat. 58-83-1 authorizes mutual and automatic aid assistance between fire departments whereby full authority may be exercised by fire departments to send firemen and apparatus beyond the territorial limits which they normally serve;

WHEREAS, certain properties and residents within the Town's municipal limits in the Reems Creek Valley area are closer in proximity to the fire station operated by RCVFD than the fire station operated by the Weaverville Fire Department (hereinafter "WFD");

WHEREAS, both the WFD and RCVFD desire to provide the highest level of fire protection possible to their respective fire districts along with the lowest possible ISO public protection classification ratings, and

WHEREAS, the RCVFD may be able to provide a faster response time to emergencies within the Town's municipal limits in the Reems Creek Valley area than the WFD;

WHEREAS, the Town, WFD, and RCVFD desire to enter into an agreement whereby a pre-determined response plan and automatic aid assistance as described herein is provided;

NOW, THEREFORE, in consideration of the sums specified herein and other valuable consideration, the sufficiency of which is hereby acknowledged, it is hereby agreed as follows:

1. For the purposes of this agreement, the automatic aid area is defined as:
 - a. All areas within the Weaverville Fire District and municipal limits lying east and southeast of the boundary line shown on the attached map, which is incorporated herein by reference, and which are generally described as being all of those properties within the Town's municipal limits lying east of Hamburg Mountain Road; and
 - b. Any area added to the Weaverville Fire District in the Reems Creek Valley area by virtue of annexation into the Town during the term of the agreement, subject to the provisions herein (see paragraph 15 below).
2. Both parties agree to provide accurate information to Buncombe County for dispatch and communications purposes pertaining to the automatic aid area and this automatic aid agreement.

3. The parties agree that Buncombe County Emergency Operations Center and/or 911 Communications Call Center will dispatch both the WFD and the RCVFD to any fire or emergency medical call in the automatic aid area.
4. Automatic Aid assistance rendered by the RCVFD shall include all equipment, apparatus, and personnel reasonably necessary and available to respond to automatic aid calls, with an EMT level responder or higher for all emergency medical calls.
5. RCVFD agrees to follow normal response protocols for all responses within the automatic aid area.
6. It shall be the responsibility of the RCVFD and its officers to ensure that all personnel responding and providing emergency assistance under this agreement are responsible persons and the conduct and actions of said personnel shall be the responsibility of the RCVFD.
7. RCVFD shall assume all liability and responsibility for damage to its own apparatus and/or equipment incurred on automatic aid calls. RCVFD shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location.
8. RCVFD shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all cost involving the use of apparatus, equipment, tools used specifically in response to the request for aid and shall make no charge for such use.
9. RCVFD shall assume all responsibilities for workers' compensation coverage for all of its personnel responding to automatic aid calls.
10. When RCVFD fire department personnel respond pursuant to this agreement, the jurisdiction, authority, rights, privileges, and immunities shall be extended to RCVFD personnel during the entire incident until completion.
11. RCVFD agrees to relinquish incident command to WFD once WFD is on site and ready to assume that responsibility unless it is mutually agreed that RCVFD will retain incident command.
12. For the valuable services that RCVFD has agreed to undertake pursuant to this agreement, the Town agrees to pay to the RCVFD the sum of \$45,000 annually, with such payment being due and payable in August of each year. Payments not made by the Town to RCVFD within 30 days of invoice shall be considered a breach of this agreement and may subject the Town to termination of this agreement as provided herein.
13. The term of this agreement shall be 3 years beginning on July 1, 2024.
14. This agreement can be terminated as follows:
 - a. Upon mutual agreement of both parties;
 - b. Upon 12 months' advance written notice given by either party;

- c. Upon 6 months' advance written notice given to the Town by RCVFD if the parties are unsuccessful in negotiations related to annexation significantly impacting the RCVFD tax base;
 - d. Immediately if either party breaches any material provision of this agreement and fails to cure the default within 30 days' notice of breach.
15. Both parties agree to renegotiate the monetary compensation owed by the Town to RCVFD under this agreement if Town annexations significantly impact the RCVFD tax base, including but not limited to the annexation of the Maple Trace subdivision.
16. Any amendment to this agreement must be approved by both parties and made in writing.
17. Notices required under this agreement shall be mailed to the addresses noted at the beginning of the agreement.
18. This agreement supersedes and replaces that contract between the parties dated 19 December 2011.

**REEMS CREEK VALLEY FIRE DEPARTMENT,
INCORPORATED**

By: _____
Burgin Parker, President Date

By: _____
Jeff Justice, Fire Chief Date

TOWN OF WEAVERVILLE

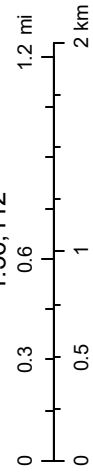
By: _____
Selena D. Coffey, Town Manager Date

By: _____
Scottie Harris, Fire Chief Date

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

Tonya Dozier, Finance Officer

1:36,112



STATE OF NORTH CAROLINA

CONTRACT

COUNTY OF BUNCOMBE

THIS CONTRACT is entered into as of the 19th day of December, 2011, by and between the Town of Weaverville, a municipal corporation organized and existing under the laws of the State of North Carolina, (hereinafter referred to as the "Town") and the Reems Creek Valley Fire Department, Inc., a Non-Profit Corporation in North Carolina (hereinafter referred to as "RCVFD").

WITNESSETH:

WHEREAS, the Town and RCVFD desire to enter into a mutual aid agreement; and

WHEREAS, this agreement between the Town and RCVFD will provide a faster response time to emergency medical and fire related calls in the mutual aid area; and

WHEREAS, the Town Council of the Town, at its meeting on December 19, 2011 authorized the execution of a contract with RCVFD; and

WHEREAS, the Board of Directors of the RCVFD at its meeting on December 6, 2011 authorized the execution of this agreement with the Town.

NOW, THEREFORE, for one dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The RCVFD agrees to respond to any fire, first responder, or other call for service from the Weaverville Fire Department in the area between Hamburg Mountain Road and the beginning of the Reems Creek Fire District as established by Buncombe County (hereinafter "Mutual Aid Area").
2. The parties agree that Buncombe County Emergency Operations Center will mutually dispatch both the Town and RCVFD to a call for service in the mutual aid area.
3. The Town agrees to provide domestic water service to the RCVFD Fire Station located at 730 Reems Creek Road at no cost to the RCVFD.
4. RCVFD agrees to respond with personnel trained to at least the EMT level for all medical related calls and to respond the RCVFD ambulance if available to medical calls in the mutual aid area.
5. RCVFD agrees to follow normal response protocol when responding to fire related calls in the mutual aid area.
6. The initial term of this agreement shall be for 12 months. It shall mutually renew for additional 12 month periods unless terminated by either party with 12 months' written notice.

7. RCVFD will assume all responsibility and liability for damage to its own apparatus and/or equipment when responding under the terms of this agreement. RCVFD shall also assume all liability and responsibility for any damage caused by its own apparatus while responding to or returning from a specific location, in the mutual aid area.
8. RCVFD shall assume all costs of salaries, wages, bonuses, or other compensation for its own personnel that responds for duty under the terms of this agreement and shall also assume all costs involving the use of apparatus, equipment, tools used when responding, in the mutual aid area, under the terms of this agreement.
9. RCVFD shall assume all responsibility for worker's compensation insurance for its employees when responding to a call in the mutual aid area under the terms of this agreement.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first set forth above.

TOWN OF WEAVERVILLE

By: 
James Michael Boaz
Town Manager

REEMS CREEK VALLEY FIRE DEPARTMENT, INC.

By: 

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: March 25, 2024

Subject: Award of Badge and Service Side Arm and to Retiring Chief of Police

Presenter: Town Manager Selena Coffey

Attachments: None

Description:

In recognition of Weaverville's Police Chief Ron Davis' retirement after 40 years of public service, serving in the military, law enforcement, and fire services, the Town Manager recommends that Town Council approve the award of his service side arm and badge of office to Chief Davis upon his retirement. This is permitted within North Carolina General Statute (N.C.G.S) §20-187.2. The statutes permit the governing body to award a retiring chief's badge at no cost, while it identifies a price determined by the governing body for awarding a chief's service side arm.

Council Action Requested:

The Town Manager recommends that Town Council award Chief of Police Ron Davis his official badge at no cost and his service side arm at the price of \$1.00 in accordance with General Statutes provisions.

Suggested Motion:

I make the motion to authorize the awarding of retiring Chief Ron Davis' service side arm and official badge per the Town Manager's recommendation and in accordance with the General Statute stated above.

Town of Weaverville
Town Council Agenda Item

Date of Meeting: March 25, 2024
Subject: Public Works & Water Department Quarterly Report
Presenter: Dale Pennell, Public Works Director
Attachments: Quarterly Report (December 2023 – February 2024)

Description:

Attached please find the quarterly report from the Public Works Department including the Water Department.

Action Requested: None.

TOWN OF WEAVERVILLE PUBLIC WORKS ACTIVITY SHEET

DECEMBER 2023 - FEBRUARY 2024

WATER MAINTENANCE DIVISION:

Water Leaks Repaired	Dec-23	Jan-24	Feb-24	3 month average
	4	0	1	2
New Water Taps	0	1	6	2
Total Active Water Meters	3,247	3,238	3,249	3,245
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	32	36	32	33
General Service Calls	69	66	60	65
Water Door Tags Delivered	25	24	26	25
Water Line Locate Utility Service Calls (811)	121	172	202	165
Reservoir-Pump Station Site Checks	21	21	21	21
Water Line Construction Inspections:				
	Greenwood Park (75%)	Greenwood Park (75%)	Greenwood Park (85%)	
	Chapel Crossing (50%)	Chapel Crossing (90%)	Chapel Crossing (90%)	

WATER PRODUCTION DIVISION:

(Gallons per month)

1A. Raw water pumped from river to Water Treatment Plant

(daily average vs. 1.5 MGD plant capacity)

1B. Raw water used at the WTP

1C. Finished water Produced at WTP

2. Water Purchased from Mars Hill

A1. TOTAL WATER PRODUCTION (1.C. + 2)

3. Finish Water used at WTP

A2. TOTAL WATER AVAILABLE FOR SALES**B. TOTAL METERED FOR BILLING**

C. Metered, Non-Metered & Non-Billed Use by Town

D. Total Accounted For Water (3 + B + C)

E. TOTAL UNACCOUNTED (A1-D)**F. MONTHLY UNACCOUNTED WATER (E/A1x100)**

	Dec-23	Jan-24	Feb-24	3 month average
	20,064,000	16,320,000	21,701,000	19,361,667
	45%	35%	48%	43%
	1,298,000	937,000	1,632,000	1,289,000
	18,766,000	15,383,000	20,069,000	18,072,667
	0	0	0	0
	18,766,000	15,383,000	20,069,000	18,072,667
	675,576	553,788	722,484	650,616
	18,090,424	14,829,212	19,346,516	17,422,051
	15,514,300	10,282,200	15,064,000	13,620,167
	844,000	3,030,500	2,367,700	2,080,733
	17,033,876	13,866,488	18,154,184	16,351,516
	1,732,124	1,516,512	1,914,816	1,721,151
	9.2%	9.9%	9.5%	9.5%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

Water Plant Design Capacity

Average Daily Production

Total Water Production (A1 above) / 30 days in month

AVERAGE USE RELATIVE TO DESIGN CAPACITY

Current Water Commitments for future development

MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD

Dec-23	Jan-24	Feb-24	3 month average
1,500,000	1,500,000	1,500,000	1,500,000
625,533	512,767	668,967	602,422
41.7%	34.2%	44.6%	40.2%
719,074	719,074	719,074	719,074
89.6%	82.1%	92.5%	88.1%

STREETS DIVISION:

Street/Sidewalk/Drainage /Sign Repairs Completed

Roads paved

Dec-23	Jan-24	Feb-24	3 month average
5	5	3	4
0	0	0	0

GROUNDS MAINTENANCE DIVISION:

Special Projects/Repairs Completed

Dec-23	Jan-24	Feb-24	3 month average
5	4	3	4

STORMWATER MANAGEMENT DIVISION:

Storm drain pipes/structures cleaned or replaced

Miles of curbs and streets sweeping

Dec-23	Jan-24	Feb-24	3 month average
0	0	9	3
0	15.7	46.4	21

SANITATION DIVISION:

	Dec-23	Jan-24	Feb-24	3 month average
Residential Collection Points	2259	2261	2261	2261
Monthly Residential Collections (4/month)	9044	9044	9044	9044
Business Pick Ups	80	80	80	80
Business Pick Ups (4/month)	320	320	320	320
Residential Set-Outs	107	109	109	108
Residential Set-Outs (4/month)	428	436	436	433
TOTAL points picked up per month	9792	9800	9800	9797
Total Tons to Landfill	113.19	137.77	109.97	120.31
Average Pounds Per Collection Point (per week)	23.1	28.1	22.4	24.6
Cubic Yards - Yard Debris	36	4.5	45.0	28.5
Cubic Yards - Brush Chipped	55	104.5	115.5	91.7
Cubic Yards - Leaf Collection	350	0	0	117

MISC

1. Construction on Recreation Complex was completed in January and opened on February 3.
2. The FY 23-24 Paving Project has continued during the winter with concrete drive entrances and handicap ramps under construction on Central Ave, Lakeshore Drive and Highland Street. Paving should resume in April (weather depending) on Alabama Avenue, Central Avenue, Birkdale Avenue, Courseview Drive, Roberts Street, Twin Courts Drive, Preston Court, and Central Avenue Extension.
3. Work has continued on the Water Line Replacement Project, with preliminary plans being prepared for new water lines in the Stoney Knob and Boyds Chapel area.
4. New garbage truck delivery is expected in June; current driver Jack McKinney is retiring on March 29 with 25 years of service to the town.

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by: Dale Pennell, Public Works Director

REVISED 03-21-2024

Water Line Status (commitment expiration date)	Project with current commitment	Address	Description	Number of Units	Gallons per Connection (GPD)	Projected Demand per NCDEQ standards (GPD)	Estimated Demand at 100 GPD/apr and 100 GPD/home
1) Construction (8/31/2024)	Clarks Chapel Subdivision	601 Clarks Chapel Road	13 homes	13	400	5,200	1,300
2) Construction (3/8/2024)	Greenwood Park	Union Chapel Road	73 homes	73	400	29,200	7,300
3) Construction (5/24/2024)	9 Pleasant Grove Townhouses	9 Pleasant Grove Road	40 townhouses	40	400	16,000	4,000
4) Construction (3/6/2024)	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14824	14,824	3,706
5) Pending (5/15/2024)	Ollie Weaver Apartments	60 Ollie Weaver Road	202 apartments + clubhouse	202	200-400	55,600	13,900
6) Pending (10/5/2024)	Monticello Family Apartments	171 Monticello Road	7 buildings + clubhouse	156	108@300 + 60@400	56,600	14,150
7) Pending (2/9/2024)	480 Reems Creek Townhouses	480 Reems Creek Road	139 townhouses + clubhouse	139	400	55,600	13,900
8) Pending (10/26/2023)	Windor Build	300 Hamburg Mtn Road	35 homes	35	400	14,000	3,500
9) Pending (01/23/2025)	6 Pleasant Grove (Fox Property)	6 Pleasant Grove Road	50 townhouses	50	400	20,000	5,000
10) Pending (01/04/2025)	Northridge Farms	601 Clarks Chapel Road	568 homes, condos, apts	568	400	227,200	56,800
11) Pending (n/a)	Cole Road Apartments	75 Cole Road	200 apartments	200	400	80,000	20,000
			Subtotal Current Projects			574,224	143,556
on-going	Existing meter sets w/o meters			149	250	37,250	9,313
on-going	Projected inside-town vacant land development per zoning (rev 8/27/2020)			246	400	98,400	24,600
on-going	Projected Outside-town-limit individual residential units			23	400	9,200	2,300
			12) Subtotal On-going Projections			144,850	36,213
			Total Outstanding Commitments			719,074	179,769
SUMMARY OF PROJECTED WATER DEMANDS (GPD)							
Average metered and unmetered town usage per day	Average Unaccounted-for daily water Dec 2023 - February 2024	Outstanding Commitments (as of Mar 21, 2024)	Mars Hill agreement for emergency water (see note 3 below) (approved Nov. 15, 2022)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed	Notes
Dec 2023 - February 2024	57,371	719,074	0	1,321,495	1,500,000	88.10%	see note 1 below
545,050	57,371	179,769	0	782,190	1,500,000	52.15%	see note 2 below
545,050							
Outstanding Wtr Commitments 03-21-2024							
	Note 1. Chart uses only December - February usage data and NCDEQ projected flow for future commitments. Note 2. Chart uses only December - February usage data with estimated actual demand for future commitments. Note 3. Projections do not include any future flow to the Town of Mars Hill (estimated 200,000 GPD).						