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

TOWN COUNCIL AGENDA

Monday, February 24, 2025
Regular Meeting at 6:00 pm

Livestreaming of meeting via the "Live" Tab on the Town's YouTube Channel – Click this link: Youtube.com Weaverville NC government Live streams ; and Meeting recordings viewable under the "Videos" Tab
(unless technical difficulties are experienced)

		Pg #	*Presenter*
1.	**Call to Order**		Mayor Fitzsimmons
2.	**PUBLIC HEARING – Code Ch. 20 – Parking, Tree Conservation, Setbacks**	3	Mayor Fitzsimmons
3.	**Approval/Adjustments to the Agenda**		Mayor Fitzsimmons
4.	**Conflict of Interests Statement**		Mayor Fitzsimmons
5.	**Consent Agenda**		Interim Manager Harris
	A. December 16, 2024, Town Council Regular Meeting Minutes	24	
	B. January 17, 2025, Town Council Special Called Meeting Minutes	30	
	C. January 21, 2025, Town Council Workshop Meeting Minutes	32	
	D. January 27, 2025, Town Council Regular Called Meeting Minutes	35	
	E. January 28, 2025, Town Council Special Called Meeting Minutes	42	
	F. January 29, 2025, Town Council Special Called Meeting Minutes	44	
	G. January 30, 2025, Town Council Special Called Meeting Minutes	46	
	H. February 1, 2025, Town Council Special Called Meeting Minutes	48	
	I. Monthly Tax Report, Refunds/Releases	50	
	J. Budget Amendments – Public Works and Police	56	
	K. Response Letter to LGC – Water Asset Depreciation	58	
	L. Law Enforcement Mutual Assistance/Aid Agreements	60	
	M. Amendments to Position Classification and Pay Plan	68	
	N. Storm Debris Removal – Amendment #1 and #2 to SDR Agreement	71	
	O. Uniform Guidance Procurement Policy and Micro-Purchase Resolution	113	
	P. Annexation and Conditional District Zoning – 21 Parker Cove Road	126	
	Q. Code Amendments – Ch. 20 – MultiFamily – Set PH for 3/24 at 6pm	136	
	R. Proclamation Honoring Black History Month	151	
6.	**Interim Town Manager's Report**	152	Interim Manager Harris
7.	**General Public Comments** (see end note[i] for additional information)		Mayor Fitzsimmons
8.	**Discussion & Action Items**		
	A. Town of Weaverville's 150 Year Anniversary	158	Mayor Fitzsimmons
	B. WBA St. Patrick's Day Event – Road Closure and Social District Approvals	161	Interim Manager Harris
	C. Quarterly Report – Fire	177	Deputy Fire Chief Hunter
	D. Quarterly Report – Police	180	Police Chief Oberlin
9.	**Closed Session**		Mayor Fitzsimmons
	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, which privilege is hereby acknowledged; N.C.G S. 143-318.11(a)(5) – To establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation and other material terms or an employment contract or proposed employment contract; and N.C.G.S. 143-318.11(a)(6) – To consider the qualifications, competence,		

performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

10. Discussion & Action Items (Continued)

E. Town Manager Hiring – Update and Possible Action ..... 185 Mayor Fitzsimmons

11. Adjournment ..... Mayor Fitzsimmons

[i] 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.

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

PUBLIC HEARING

Date of Meeting:	Monday, February 24, 2025
Subject:	Text Amendments: Parking Regulations, Tree Preservation, Setback Requirements for Certain Lots
Presenter:	Planning Director
Attachments:	Public Notice, Planning Board Recommendations, Staff Reports with Proposed Ordinance Amendments

Description:

Parking Regulations:

The current goals of the Comprehensive Land Use Plan (CLUP) call for a review of the town's parking regulations. The goal of reviewing parking regulations s was given a number 1 (highest) priority in the update of the goals and priorities for this coming year. Staff and the Planning Board have identified a number of enumerated uses where the town requires more parking than may be needed by a particular establishment, more parking than would be required in similar jurisdictions, and therefore creating unnecessary impervious surface.

Tree Preservation:

The current goals of the Comprehensive Land Use Plan (CLUP) call for an ongoing review of tree preservation regulations. The goal of reviewing zoning regulations was also given number 1 (highest) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 12 months. During the Planning Board's deliberations on the topic, it was determined that an efficient way to address this goal would be to couple it with recently enacted conservation subdivision standards. As such, the proposed text amendment aims to lower the threshold for conservation subdivision standards from 25 lots to 10 lots.

Setback Requirements for Certain Lots:

Though rarely encountered, staff has experienced a scenario where the property lines for a certain lot extend into or across a roadway. Given current ordinance language and in this scenario, a structure is permitted to be constructed closer to the road than would otherwise be allowed. The Planning Board has reviewed and offer a recommendation on a text amendment which would address this issue.

Action Requested:

Town Council is asked to hear from the public on these proposed text amendments.

TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled meeting on **Monday February 24, 2025, beginning at 6:00 p.m.**, or as soon thereafter as Town Council can reach the matter, on proposed **updates to the Town's Code Chapter 20. Text amendments: Parking Regulations, Tree Preservation, Setback Requirements for Certain Lots.** To review the proposed updates and for further information contact Planning Director James Eller, at jeller@weavervillenc.org or Planner Graham Crawford at gcrawford@weavervillenc.org .

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 read into the record of the public hearing. Written public comments can be submitted as follows: (1) by EMAILING to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) by putting your written comment in a DROP BOX at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, or (3) BY MAILING your written comment (must be received not later than 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 Hearing, or have further questions, 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 tmercer@weavervillenc.org.

Town of Weaverville
Planning Board

Recommendation and Plan Consistency Statement for
Proposed Text Amendments

On September 3, 2024, and January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for reduced parking requirements for certain enumerated uses. During the September 3 meeting of the Board, it was determined that the current parking regulations for these enumerated uses were more than what is needed for these establishments and what is currently required for similarly sized jurisdictions. The Board proposes that certain parking requirements be lowered as shown in the attached proposed ordinance to reduce unnecessary parking spaces and to also reduce unnecessary impervious surfaces. These amended parking regulations also account for electric vehicle charging stations and buy online pick up in store spaces which current regulation do not address. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of parking regulations, a high priority within the CLUP priorities. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which reduce current parking requirements and the creation of unnecessary impervious surfaces.

Jane Kelley

Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-3501. Off-street parking.

(a) Off-street automobile storage or parking space shall be provided on every lot on which any of the following uses are hereafter established. Each parking space shall have an all-weather surface with minimum dimensions of nine by 18 feet. The number of parking spaces provided shall be at least as great as the number specified below for various uses. Each space shall be provided with vehicular access to a street or alley.

Uses	Required Parking
Residential	
Dwelling - Single Family	Two spaces
Dwelling - Duplex	Two spaces for each dwelling unit
Dwelling - Multifamily (four or less units/building)	~~Two~~ 1.5 spaces for each dwelling unit
Dwelling - Multifamily (more than four units/building)	~~Two~~ 1.5 spaces for each dwelling unit
Dwelling - Secondary	One space
Family Care Home (6 or fewer residents)	Two spaces
Child Care Home (6 or fewer children)	-
Home Occupation	-
Manufactured Home	Two spaces
Manufactured Home Park	-
Recreational Vehicle	-
Recreational Vehicle Park, Campground	One space for each RV/camp site
Bed & Breakfast	One space for each bedroom
Hotel, Motel, Inn	One space for each room plus one space for each employee working on the shift of greatest employment
Office / Service	
Animal Services, Veterinary Clinic	One space for each 200 square feet of gross floor space
Automated Teller Machines	Two spaces
Automobile Services, Gas Station	One space for each 300 feet of gross floor space
Automobile Services, Repair	Five spaces for each service bay
Banks, Credit Unions, Financial Services	Five spaces for each employee
Child Care Center (more than 6 children)	One space for each room plus one space for each employee working on the shift of greatest employment
Community Service Organization	One space for each 200 square feet of gross floor space
Equipment Rental (Exterior Storage)	One space for each 300 feet of gross floor space
Equipment Rental (Interior Storage)	One space for each 300 feet of gross floor space
Funeral Home	One space for each four seats in the principal assembly room
Group Care Facility (more than 6 residents)	One space for each room plus one space for each employee working on the shift of greatest employment
Government Services	One space for each room plus one space for each employee working on the shift of greatest employment
Kennels	One space for each 200 square feet of gross floor space
Medical Services - Clinic, Urgent Care Center, Hospital	~~One space for each 200 square feet of gross floor space~~ 2.5 per patient room

Medical Services - Doctor Office	~~Five spaces for each office~~ 2.5 per patient room
Personal Services	One space for each 200 square feet of gross floor space
Post Office	One space for each 200 square feet of gross floor space
Professional Services	One space for each 200 square feet of gross floor space
Studio - Art, Dance Martial Arts, Music	One space for each 200 square feet of gross floor space
Retail / Restaurants	
Accessory Retail	One space for each 300 feet of gross floor space
Alcoholic Beverage Sales Store	One space for each 300 feet of gross floor space
Auto / Mechanical Parts Store	One space for each 300 feet of gross floor space
Bar / Tavern / Night Club	One space for each 300 feet of gross floor space
Drive-Thru Retail / Restaurant	One space for each 200 square feet of gross floor space
General Retail (Under 10,000 sq. ft.)	One space for each ~~300~~ 400 feet of gross floor space
General Retail (10,000 - 24,999 sq. ft.)	One space for each ~~300~~ 400 feet of gross floor space
General Retail (25,000 sq. ft. or more)	One space for each ~~300~~ 400 feet of gross floor space
Multi-tenant Development (Under 25,000 sq. ft.)	One space for each ~~300~~ 400 feet of gross floor space
Multi-tenant Development (25,000 sq. ft. or more)	One space for each ~~300~~ 400 feet of gross floor space for the entire facility
Pawn Shop	One space for each 300 feet of gross floor space
Restaurant	One space for each three seats plus one space for each employee working on the shift of greatest employment
Vehicle / Heavy Equipment Sales - Indoor	One space for each 300 feet of gross floor space
Vehicle / Heavy Equipment Sales - Outdoor	One space for each 300 feet of gross floor space
Entertainment / Recreation	
Amusements - Indoor	One space for each 200 square feet of gross floor space
Amusements - Outdoor	One space for each 200 square feet of gross floor space
Cultural or Community Facility	One space for each two hundred square feet within the principal assembly room
Recreation Facilities - Indoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Recreation Facilities - Outdoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Theater - Motion Picture	One space for each four seats in the principal assembly room
Manufacturing / Wholesale / Storage	
Manufacturing, Heavy	~~One space for each 200 square feet of gross floor space~~ One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Manufacturing, Light	~~One space for each 200 square feet of gross floor space~~ One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Manufacturing, Neighborhood	~~One space for each 200 square feet of gross floor space~~ One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space

Metal Product Fabrication, Machine or Welding Shop, Auto Body Shop	One space for each 200 square feet of gross floor space
Mini-Warehouses	One space for each 300 square feet of gross floor space
Outdoor Storage Yard	One space for each 200 square feet of gross floor space
Warehousing and Distribution - Exterior Storage	~~One space for each 300 feet of gross floor space~~ One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Warehousing and Distribution - Interior Storage	~~One space for each 300 feet of gross floor space~~ One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Civic / Institutional	
Cemeteries	-
Public Safety Facilities	One space for each 200 square feet of gross floor space
Religious Institutions	One space for each four seats in the principal assembly room
Schools	Two spaces for each classroom and for each administrative office or one space for each four pupils for high schools or higher.
Utilities	
Wireless Telecommunication Facility - Stealth	-
Wireless Telecommunication Facility - Tower	-
Miscellaneous Uses	
Adult Establishment	One space for each 200 square feet of gross floor space
Agriculture - Commercial	One space for each 200 square feet of gross floor space
Agriculture - Neighborhood	-
Crematories	One space for each 200 square feet of gross floor space
Event Center	One space for each four seats in the principal assembly room
Gaming Terminals	-
Tattoo Parlors	One space for each 200 square feet of gross floor space
Mixed-Use Building or Structure	Match parking requirements with closest uses
Noxious Uses	One space for each 200 square feet of gross floor space
Temporary Uses	
Farmers Market	-
Mobile Food Vendor	-
Temporary Use	-

(b) Extension of parking space into a residential district. Required parking space may not extend from a commercial district (C-1 and C-2) or from a conditional district that contains any commercial or office use into any residential use district.

(c) Notwithstanding the foregoing, no additional off-street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use in which event the parking regulations of this section shall be fully applicable to said property.

(d) Joint use of parking lots. The required parking space for any number of separate uses may be combined in one lot, but the required number of spaces assigned to one use may not be assigned to another for use during the same hours.

(e) Remote parking. For any use except residential, if the off-street parking spaces required by this division cannot be reasonably provided on the same lot on which the use is located, such spaces may be provided on

any land within 800 feet walking distance of any entrance to such use, provided that the district use regulations for the district in which the remote parking spaces are located permit the use which the parking space serves.

(f) Parking spaces may be occupied by electric vehicle charging stations and online order pick up and shall not count against minimum parking spaces required.

Staff Report: Parking Standards

Prepared August 2024

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in November 2023, call for the study and consideration of parking regulations. The goal of considering the use of flag lots was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months.

General Observations

As noted during the recent joint meeting of Town Council and the Planning Board, the town's land use regulations currently require more parking spaces for certain uses than other jurisdictions. This has led to existing facilities being nonconforming upon annexation and generally created more impervious surface than is being used for parking.

New Parking Spaces in C-1

The town's current parking regulations do not require additional off street parking spaces for most new uses established in the district. Subparagraph 20-3501(c) states in part "no additional off street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use."

Other Jurisdictions

The following is a chart showing what certain town parking requirements are in other jurisdictions.

	Weaverville	Black Mountain	Brevard	Buncombe Co.
Multifamily Res.	2 per unit	2 per unit	1.5 per unit	1.75 per unit
Gen. Retail	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq.ft	1 per 300 sq. ft.
Multitenant	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq. ft.
Manufacturing	1 per 200 sq. ft.	1 space per employee (max shift)	1 per 750 sq. ft. of admin space / +1 per 4,000 sq. ft. of industrial space	2 per 3 employees + I per company vehicle
Warehousing	1 per 300 sq. ft.	1 space per employee (max shift)	1 per 750 sq. ft. of admin space / +1 per 4,000 sq. ft. of industrial space	2 per 3 employees + I per company vehicle

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

The parking regulations for multifamily residential, manufacturing and warehousing most often appear to be problematic.

The apartment complexes along Monticello Road were each established at two spaces per unit while the impending Maribel complex was granted a reduction in parking spaces in the conditional district which was granted to govern the project. All others noted that less parking would be required in most other jurisdictions.

Manufacturing and warehousing have also been problematic in that the town requires parking spaces for the aggregate of the entire facility. This does not take into account, what is like to be the case, that a massive amount of space within the facility is not occupied by vary many people. For instance, in the case of Brevard, more parking is required for a portion of the facility occupied by administrative space, while requiring less parking for the portion of the facility occupied by industrial space.

Variances

Over the years, the Board of Adjustment have heard and granted variances from the town's parking requirements. In each case, the applicant for the variance substantiated that they did not desire, and/or would use, the number of spaces required by the town. Ingles alone has achieved three such variances related to parking (construction of garden center, fuel center and carwash, conversion of garden center to Ace Hardware). It may be worth looking into reducing the amount of spaces required for general retail and multitenant developments as well.

Administrative Reductions of Parking Requirements

Other ordinances allow for the administrative reduction of parking standards based upon objective variables. These variables include tree preservation, bicycle parking, BOPIS (buy online pickup in store) spaces, and EV (electronic vehicle) parking spaces. The town's current parking requirements do not permit such a reduction or even the acknowledgement that BOPIS or EV spaces do not reduce the number of required parking spaces.

October Update – Hospital/Medical Parking Requirements

	Weaverville	Black Mountain	Brevard	Buncombe Co.
Medical-Hospital	1 per 200 sq. ft.	6 spaces per doctor =+ 1 per employee	2.5 per patient room	1 per 2 beds + 1 per doctor + per 2 employees

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Proposed Ordinance Amendments

Sec. 20-3501. Off-street parking.

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Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

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Wireless Telecommunication Facility - Tower	-
Miscellaneous Uses	
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Agriculture - Neighborhood	-
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Mixed-Use Building or Structure	Match parking requirements with closest uses
Noxious Uses	One space for each 200 square feet of gross floor space
Temporary Uses	
Farmers Market	-
Mobile Food Vendor	-
Temporary Use	-

(b) Extension of parking space into a residential district. Required parking space may not extend from a commercial district (C-1 and C-2) or from a conditional district that contains any commercial or office use into any residential use district.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

(c) Notwithstanding the foregoing, no additional off-street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use in which event the parking regulations of this section shall be fully applicable to said property.

(d) Joint use of parking lots. The required parking space for any number of separate uses may be combined in one lot, but the required number of spaces assigned to one use may not be assigned to another for use during the same hours.

(e) Remote parking. For any use except residential, if the off-street parking spaces required by this division cannot be reasonably provided on the same lot on which the use is located, such spaces may be provided on any land within 800 feet walking distance of any entrance to such use, provided that the district use regulations for the district in which the remote parking spaces are located permit the use which the parking space serves.

(f) Parking spaces may be occupied by electric vehicle charging stations and online order pick up and shall not count against minimum parking spaces required.



Town of Weaverville
Planning Board

Recommendation and Plan Consistency Statement for
Proposed Text Amendments

On September 3, 2024, and January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for regulations concerning tree conservation. During the September 3 meeting of the Board, it was determined that tree conservation regulations could be coupled with the recently enacted conservation subdivision standards and therefore propose that the lot threshold where conservation subdivision standards are applicable, be lowered as shown in the attached proposed ordinance. This favorable recommendation is based on the findings as stated herein.

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

Jane Kelley
_____

Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-2309. Conservation subdivision standards.

The following additional standards shall apply to all subdivisions proposing ~~25~~ 10 lots or more:

(a) Open space shall:

(1) Comprise a minimum of 25 percent of the project area. Floodplain areas are allowed to be calculated for both density and open space requirements.

(2) Be composed of (in order of which lands should be designated as open space first): primary conservation area, secondary conservation area, and any remaining lands necessary.

(3) Be designated so that a minimum of 50 percent of the proposed open space is contiguous and, where possible, adjoins open space or other protected areas (including protected forests or wildlife areas) outside the project area.

(4) Be accessible by safe and convenient pedestrian access from all adjoining lots (except in the case of farmland or other resource areas vulnerable to trampling damage or human disturbance).

(5) Be used as follows:

i. Conservation of natural resources, archaeological resources or historical resources;

ii. Agriculture, horticulture or silviculture, provided all applicable best management practices are used to minimize environmental impacts;

iii. Passive recreation

iv. Active recreation provided impervious surfaces are limited to a maximum of 12 percent of the total open space area;

v. Nonstructural stormwater management practices;

vi. Easements for drainage, access, and utility lines; and

vii. Water, septic and sewer systems.

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

(1) Membership in the association shall be mandatory and automatic for all homeowners in the subdivision and their successors; and

(2) The association shall have lien authority to ensure the collection of dues from all members.

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

(1) A statement allocating maintenance responsibilities and establishing guidelines for the upkeep of open space and its facilities.

(2) Cost estimates for maintenance, operation and insurance needs for the open space.

(3) A means by which funds will be obtained for all management expenses.

(4) A provision allowing the subdivision administrator to approve plan change; and

(5) Criteria for plan enforcement.

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

(1) Permanent conservation easement in favor of either:

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

(ii) A governmental entity with an interest in pursuing goals consistent with the intentions of this section.

(2) Permanent restrictive covenant for conservation purposes.

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

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

Open Space Density Bonuses:

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

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

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

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

(Ord. of 1-22-2024(1), § 8)

Town of Weaverville, North Carolina

Staff Report: Tree Conservation

Prepared August 2024

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in November 2023, call for the study and consideration of tree conservation regulations. The goal of considering tree conservation regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months.

Exiting Conditions – Landscaping Regulations, Conservation Subdivision, and Vegetation

Current town ordinance requires development of a certain type or scope to comply with landscape regulations. These regulations include the submittal of a landscape plan, landscaping requirements that require at least 5% of the subject property to be landscaped, street tree requirements, and landscaping requirements for off street parking and loading areas. These landscape regulations do provide a credit for existing trees of a certain size to be preserved instead of planting new required trees so there exists a build in incentive if it is chosen by the property owner.

Not included for spatial considerations, the landscaping regulations may be found at the following link: https://library.municode.com/nc/weaverville/codes/code_of_ordinances?nodeId=PTIICOOR_CH20PLDE_PTIIIZORE_ARTIVLARE

These landscape regulations are not applicable to land used for the following purposes.

- Single-family residences
- Duplex residences
- Properties located within the C-1 central business district

In January 2024 the town implemented conservation subdivision standards which were incorporated into the subdivision ordinance. These standards now require that all subdivisions of 25 lots or more be comprised of at least 25% of conservation area and set the standards for how this open space may be used. These stands, in part, require that this open space may be used for the conservation of natural resources; and/or agriculture, horticulture, or silviculture.

The town also has a vegetation ordinance which is overseen by a combination of municipal staff and the Tree Board. The primary focus of the vegetation ordinance is on trees and vegetation within puclic street rights-of-way, town parks, and town owned property. These regulations are not applicable to private property. The newly reestablished Tree Board meets on a semi-monthly basis to discuss public tree care. A Tree Board is a requirement of the Arbor Day Foundation which administers the Tree City USA program the town has applied for and received for many years now.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Not included for spatial considerations, the landscaping regulations may be found at the following link: https://library.municode.com/nc/weaverville/ordinances/code_of_ordinances?nodeId=1291170

Other Jurisdictions

Similar to the town's regulations, The Town of Black Mountain does not apply their landscape regulations to single- and two-family residential uses and provide an exemption to properties located in their central business district. They also allow variances from their landscaping requirements based upon subjective standards which are heard by the Board of Adjustment.

The Town of Brevard also exempts properties developed for single family and duplex uses. Where Brevard and Weaverville differ is that Brevard has a Main Street National Historic District, which is administered by Transylvania County Planning and Development. Trees within this historic district are afforded protection in the City of Brevard's tree protection standards.

General Information

At present date, there are 2,684 parcels of land within the Town of Weaverville. Of these parcels, 1,474 are zoned R-1 and 644 are zoned R-2. While there will never be a clean 1 to 1 ratio of structure to property, or more specifically undeveloped parcels, this does represent 2,118 parcels zoned for single- and two-family use which are currently largely exempt from the landscaping and/or or tree reservation ordinances of the town's of Weaverville, Black Mountain, and Brevard.

Similar to the town's conservation subdivision, Black Mountain and Brevard may have similar standards in their subdivision ordinance which could be applicable but staff did not have sufficient time to confirm.

RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING SETBACK REQUIREMNTS FOR CERTAIN LOTS

Town of Weaverville
Planning Board

Recommendation and Plan Consistency Statement for
Proposed Text Amendments

On January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendment which provides for revised setbacks requirements where a property line extends into or across a roadway. The Board proposes that current setback measurement requirements be altered to better address this scenario. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of setback requirements for certain lots, believed to be a high priority within an update the CLUP in January. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which amend setback requirements for certain lots which otherwise would be allowed to build closer to a road than intended.

Jane Kelley
_____

Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-3208. Miscellaneous provisions.

(c) *Setback calculations.* All setbacks shall be calculated from the property line. If the property line extends into a roadway, the setback shall be measured from the edge of the road or the back of curb closest to the subject property.

Town of Weaverville, North Carolina

Staff Report: Setback Requirements

Prepared December 2024

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), to be updated in January 2025, call for the consideration of altering setback requirements for certain lots. The goal of considering altering setback requirements for certain lots is to be given number 1 (highest) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 12 months.

Current Conditions

Sec. 20-1202. Specific definitions.

Unless otherwise provided in this chapter or any other development regulations adopted by the town, the following definitions shall apply in the administration of all development regulations adopted by the town:

Setback means:

(1) The required minimum horizontal distance between the building line and the related front, side, or rear property line.

(2) For the sign regulations found in article 1 of part IV of this chapter, setback shall mean the horizontal distance between the leading face of the curb of a street and the closest point of a sign or sign structure on such lot. Where there is no curb, the measurement shall be made from the edge of the pavement.

Sec. 20-3208. Miscellaneous provisions.

(c) *Setback calculations.* All setbacks shall be calculated from the property line.

Though rarely encountered, staff has experienced a scenario where the property lines for a certain lot extend into or across a roadway. In this scenario, a structure is permitted to be constructed closer to the roadway than would otherwise be allowed. A simple text amendment is being proposed to address this issue.

Proposed Ordinance Amendment

Sec. 20-3208. Miscellaneous provisions.

(c) *Setback calculations.* All setbacks shall be calculated from the property line. If the property line extends into a roadway, the setback shall be measured from the edge of the road or back of curb.

Town Council Regular Meeting - Minutes

Monday, December 16, 2024, at 6:00 PM

The Town Council for the Town of Weaverville held its regular meeting on December 16, 2024, at 6:00 p.m. in Council Chambers within Town Hall at 30 South Main Street, Weaverville, NC.

1. Call to Order

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

Councilmembers present: Mayor Patrick Fitzsimmons and Vice Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

Staff members present: Interim Town Manager Scottie Harris, Town Attorney Michael Frue, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Police Chief Sommer Oberlin, Public Works Director Dale Pennell, Water Plant Superintendent Randall Wilson, Mike DeSerio, and A/V Coordinator Lauren Ward.

2. Approval/Adjustments to the Agenda

Motion to approve and adopt the agenda as presented.

Moved by: John Chase

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

3. Conflict of Interests Statement

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

4. Community Recognition- Gary Burge

Vice Mayor Chase read the Town of Weaverville recognition and appreciation statement for past-Planning Board Chairman and member Gary Burge who served the Town Weaverville. Condolences to the family and friends of Mr. Burge on his passing.

5. Consent Agenda

Interim Town Manager Harris reviewed the consent agenda.

Motion to approve the consent agenda as presented.

Draft

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

5.1 November 12, 2024, Town Council Workshop Minutes – *approved as presented*

5.2 November 18, 2024, Town Council Regular Meeting Minutes – *approved as presented*

5.3 Monthly Tax Report, Refunds/Releases – *approved as presented*

5.4 Budget Amendment- Police Dept – *approved as presented*

5.5 Annexation/Zoning- 21 Parker Cove Rd - *Public Hearing set for January 21, 2025 at 6pm*

5.6 Annexation/Zoning- AdventHealth - *Public Hearing set for January 21, 2025 at 6pm*

5.7 2025 Town Council Meeting and Holiday Schedule – *adopted with deletion of strategic planning session in January*

5.8 Town Manager Hiring Update - *Special Called Meeting to be held on December 18th for a closed session of potential candidate review.*

5.9 Board Reappointment - *Metropolitan Sewer District Representative Doug Dearth reappointed for three-year term from 1/1/2025 through December 31, 2027*

5.10 Main Street Nature Park Stormwater Project Grant Application – *resolution adopted as presented*

6. Interim Town Manager's Report

Interim Town Manager Harris reviewed his manager's report, including the following:

- Fire Department Solar Panel Project Completion
- Debris Removal SDR, FEMA,
- Damage Assessment Update
- FEMA Recovery Assistance Center
- Community Center event Children Toys Give Away
- Community Center Manager Position Hired
- AdventHealth will hold a public safety officials and community members meeting
- HR Audit
- Succession Planning Eric Cutshall as Assist Director of Public Works Department
- Holiday Closures

7. Public Comment

7.1 Mayor Fitzsimmons reviewed the guidelines for Public Comment (see below for additional information)

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7.2 Ken Yount from Philly Run Drive addressed Parker Cove area and increased development in the Reems Creek corridor. Mr. Yount was against environmental impacts of higher density caused by development.

Chris Callaway said he is a not a Weaverville resident but is from Twin Hills Drive off of Reems Creek Cove. He said he was opposed to the Parker Cove Road development. Mr. Calloway was concerned with increased traffic from growth, higher density and those impacts on the roadway connectors which NCDOT improvements are not expected to address.

Angelica Parker who resides off of Philly Run Drive, said she was opposed to the 21 Parker Cove project as she is concerned with higher density, traffic, unique landscape, and consistency of her neighborhood's character.

Jim Ebert resident of Maple Trace subdivision said he was concerned with property values opposed to 21 Parker Cove Road. Discussed 17 Parker Cove Road.

Jeff Camp resident of Maple Trace subdivision said he was opposed to 21 Parker Cove Road development. Mr. Camp discussed Weaverville and his community.

Joe Kasben resident of Weaverville at Governor Thomson Terrace thanked the Police Department, and stated he disagreed with use of paper bags for trash pick-up. Mr. Kasben requested tarps be allowed instead.

Sherry Shumate resident of Maple Trace subdivision said she was opposed to 21 Parker Cove Road development as she was concerned with traffic, road improvements, ingress and egress, and emergency evacuation.

8. Discussion & Action Items

8.1 **FY2023-24 Audit Presentation**

Mr. Dan Mullinax of Gould Killian CPA Group presented the audit report findings. Mr. Mullinax highlighted that the auditors issued an unmodified (clean) opinion, there were no material weaknesses, and no instances of material noncompliance with the State laws and regulations. He provided the status and results of the audit, the internal controls, requirements for reporting, as well as the impacts of Hurricane Helene and estimated costs of managing the disaster. He explained the funding levels for the General Fund and Enterprise funds and working capital.

Mr. Mullinax noted the concern that the water fund assets are approximately 50% depreciated. This is indicative of capital needs related to water and sewer infrastructure overall and the LGC (Local Government Commission) comparison data.

The General Fund Summary and funding sources explained, ad valorem taxes, local options sales tax, unrestricted intergovernmental revenues with expenditures for public safety, sanitation, storm water, and general government revenues.

General fund summary expenditures reviewed for the operating budget, sanitation and stormwater, and public safety. Threshold of fund balance was discussed. 40% target balance as per the Town Council policy, the municipal average was noted and population growth trends highlighted. The town has a growing customer base, expansions, new construction and higher earnings on investments, new capital assets were acknowledged.

Draft

Mr. Mullinax said the ARPA fund, working capital, expenditures, unrestricted net position, operating income and net position with the cash flows explains the reasons for net increases in cash.

Finance Director Dozier addressed expected monies from FEMA, further impacts of the disaster and indicated that the Town will adhere to the procedures, requirements of the audits and reporting thresholds related to the federal funding.

8.2 **Maple Trace Annexation and Street Acceptance**

Jennifer Jackson reviewed the final report as provided by the Public Works Department to address the street acceptance and indicated that Town Council could now consider taking action to adopt the annexation ordinance with R-2 zoning and to adopt the resolution that addresses the conditional acceptance of the streets within the subdivision.

Jackson reviewed the highlights of the stormwater drainage assessment that was completed by the consulting engineer for Maple Trace HOA, Mattern and Craig, and the Public Work's comments and recommendations based on that report. She further explained the engineers' findings regarding the defects and included the updated and agreements to undertake the repairs of the stormwater pipes. The HOA has agreed to undertake certain repairs and maintenance as requested by the Public Works Director. That agreement and the list is included in an amended resolution. Public Works has offered some assistance to coordinate the work and can help flush the lines and provides the processes and procedures to the complete the work on this project.

Staff recommends adoption of the annexation ordinance and the amended resolution concerning public acceptance of the streets.

Motion to adopt the Ordinance Extending the Corporate Limits of the Town of Weaverville, North Carolina to include Maple Trace Subdivision- Annexation #2023-1 and #2023-2 with an effective date of January 1, 2025, and to adopt the Resolution Concerning the Maple Trace Subdivision and Town Acceptance of the Subdivision Streets as amended.

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

8.3 **Town Staffing Needs**

Vice Mayor Chase has had several recent conversations with management level Town staff that have highlighted a need for Town Council to consider whether there is a need for additional Town staff in order to keep up with the Town's current service level in its various departments. The HR audit that has recently been completed is expected to reveal that Town staffing appears to be too lean, which could lead to retention challenges and risk management issues.

Out of fear that waiting until the new budget year might be too late, Vice Mayor Chase would like some preliminary Town Council discussion on this topic and possible consensus on whether Town Council is willing to consider the creation of some new employment positions in advance of the next budget year. Staffing demands and the

Draft

organizational structural were briefly discussed and it was acknowledged that some of the work might be undertaken by an assistant town manager.

Community Center staffing was discussed with good Town Council consensus on being open to managing and operating the facility differently in order to keep the focus on the community programming and less on the events that attribute to so much of the weekend and after hours staffing.

It was agreed that these will be some items to be addressed by the new town manager.

8.4 **Northridge Farms Update and Renewal of Water Commitment**

Public Works Director Pennell addressed Northridge Farms and the new developer's request for water commitment renewal, as the current water allocation expires this month. Staff received the completed application request from the new developer, for the same plans and allocation, and the department recommends renewal for another year.

There was further discussion regarding the private and public streets, the original developer and the plans, rights-of-way and ownership. Mr. Pennell explained site plan and layout of the roads, infrastructure and water lines and a secondary source for a back-up line.

Motion to approve the renewal of water commitment for Northridge Farms Project as presented.

Moved by: Doug Jackson

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

8.5 **Quarterly Report - Public Works and Water**

Public Works Director Pennell presented the Public Works Department quarterly report and highlights such as the late payments/ cut-off process, which was stopped during Tropical Storm Helene recovery. The Town resumed this procedure in December.

He reviewed water utility calls, servicing and averages, overtime, hurricane stress and the Employee Assistance Program used since the disaster, repairs, debris and conditions assessments, costs for water purchased from Mars Hill, under the shared emergency water agreement with usage and losses highlighted in the report.

The new grapple truck was delivered the day before the storm and is in constant usage for clean-up of Helene debris. Mr. Pennell added that the Maple Trace subdivision services such as sanitation and curbside pickups are scheduled to begin on Mondays and Curbie recycle collections on Mondays effective January 1, 2025.

10. Closed Session

Attorney Frue requested that Town Council go into 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 public body, which privilege is hereby acknowledged to recess to closed session under client attorney privilege.

Motion to enter into closed session pursuant to N.C. G.S. 143-318.11 (a)(3) at 7:30 p.m.

Moved by: John Chase

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

[CLOSED SESSION]

Motion to exit closed session and enter into open session at 7:50 p.m.

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

11. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the regular meeting at 7:59 p.m.

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

Draft

Town Council Special Called Meeting- Minutes

Friday, January 17, 2025 at 2:30 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council special-called meeting held on Friday, January 17, 2025, at 2:30 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER - Mayor Fitsimmons called the meeting to order at 2:30 p.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice-Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire and Dee Lawrence.

Staff members present: Town Attorney John Henning, Town Clerk Tamara Mercer

2. CLOSED SESSION

Attorney Henning asked Town Council to enter into closed session as allowed by N.C. General Statute: §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in order to review town manager candidates and conduct candidate selection, and 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, which privilege is hereby acknowledged.

Motion for Town Council to enter into closed session as allowed by *N.C.G.S. §143-318.11(a)(6) and N.C.G.S. §143-318.11(a)(3).*

Moved by: John Chase

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

[CLOSED SESSION]

3. RETURN TO OPEN SESSION

Motion to exit closed session and return to open session at approximately 5:07 p.m.

Moved by: Catherine Cordell

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

Draft

4. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the special-called meeting at 5:08 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Regular Workshop - Minutes

Tuesday, January 21, 2025, at 6:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council regularly scheduled workshop and public hearings on Tuesday, January 21, 2025, at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER - Mayor Fitzsimmons called the meeting to order at 6:00 p.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice-Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

Staff members present: Attorney Michael Frue, Interim Town Manager Scottie Harris, Planning Director James Eller, Planner Graham Crawford, Public Works Director Dale Pennell, Police Chief Somer Oberlin, Town Clerk Tamara Mercer, and A/V Coordinator Lauren Ward.

2. PUBLIC HEARING - ADVENTHEALTH VOLUNTARY ANNEXATION

Mayor Fitzsimmons opened the public hearing for the AdventHealth voluntary annexation request for two properties located at 24 and 24A Ollie Weaver Road, encompassing a total of +/- 7.41 acres bearing Buncombe County parcel identification numbers 9733-72-6639 and 9733-82-0659. It was noted that the hearing had been duly advertised in accordance with North Carolina law and Town Code of Ordinances.

Jan Blakely stated she was an Ollie Weaver Road resident adjacent to the proposed facility and said she had traffic concerns. Ms. Blakely requests signage at the intersection to not block the intersection for Ollie Weaver Road and the CVS drug store and noted that the developers said there would be a traffic study scheduled.

Stan Cross stated he was an Ollie Weaver Road resident, and he addressed the AdventHealth annexation and zoning request. Mr. Cross is concerned with increased traffic in the surrounding area and requested multiple points of entrance into the hospital from Highway 25/70 and not off Ollie Weaver Road. He encouraged usage of Highway 25/70 for all phases of construction for traffic flow, and after completion with an exception for emergency services off Ollie Weaver.

Attorney Frue stated that the Town received an online submission from Beatriz Lothrop, and her comments were that she was in favor of the AdventHealth Hospital facility annexation request.

After all present were given an opportunity to speak, Mayor Fitzsimmons closed the public hearing.

3. PUBLIC HEARING - ADVENTHEALTH CONDITIONAL DISTRICT ZONING

Mayor Fitzsimmons opened the public hearing for the zoning map amendment to designate the AdventHealth properties as a conditional district based on a site-specific plan that was presented and

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incorporated into the district. It was noted that the hearing had been duly advertised in accordance with North Carolina law and Town Code of Ordinances.

After all present were given an opportunity to speak, Mayor Fitzsimmons closed the public hearing.

4. PUBLIC HEARING - 21 PARKER COVE ROAD VOLUNTARY ANNEXATION

Planning Director Eller reviewed the annexation request located at 21 Parker Cove Road.

Mayor Fitzsimmons opened the public hearing for the 21 Parker Cove voluntary annexation request for the property located at 21 Parker Cove Road, being +/- 9.385 acres bearing Buncombe County parcel identification number 9752-44-2568. It was noted that the hearing had been duly advertised in accordance with North Carolina law and Town Code of Ordinances.

Maria Bips said she lives on Philly Run Drive near 21 Parker Cove Road and is concerned with the preservation of nature in her rural area. Ms. Bips requested the subject site continue to be rural in nature with R-1 zoning.

Greg Jones said he lives on Philly Run Drive and he is the president of the HOA for Philly Run. Mr. Jones questioned the reasonableness of the plan and if the proposal was similar to the surrounding area. He disagreed with zero lot line development and does not support the annexation.

Eileen Poolus said she lives in the vicinity of the subject property and was concerned with safety and the inconsistency of the development. She discussed affordable housing and that the conditional district doesn't require any price points and disagreed with the high density.

After all present were given an opportunity to speak, Mayor Fitzsimmons closed the public hearing.

5. PUBLIC HEARING - 21 PARKER COVE ROAD CONDITIONAL DISTRICT ZONING AND TRADITIONAL R-2 ZONING

Mr. Eller reviewed conditional district zoning in general and the conditional district zoning request for the subject site including the site-specific plan that accompanied the conditional district application. He indicated that the Town of Weaverville has passed nine (9) Conditional District Zonings since the conditional districts were authorized.

Mr. Eller indicated that all conditions must be agreed to by the property owner and developer. In response to Mayor Fitzsimmon's inquiry regarding the dwelling units and setting an affordable price point on the houses for sale, Attorney Frue said there is no case law to set market price. Mr. Frue reviewed typical conditions set in a Conditional District Zoning such as open space and natural greenspace, traffic flow, and the structure of the site plan. If there are no conditions and it meets regulations, then a zoning district could be a traditional R-2 district. Mr. Eller agreed and noted that the Planning Board's recommendation was for traditional R-2 zoning and that there was a spit decision, 4 to 1, that the request is consistent with the Town's Comprehensive Land Use Plan.

There was further discussion regarding the Reems Creek corridor and the Comprehensive Land Use Plan, density and development, zero lot line construction, traditional zoning districts, required setbacks. Mr. Eller said density for R-2 allows for 6 units per area which does not take into account topography such as slope or floodplain. Mr. Eller reviewed and confirmed, and that North Carolina law allows agent authorization, and we have the agent authorization from the property owners on behalf of the developers.

Mayor Fitzsimmons opened the public hearing for the 21 Parker Cove conditional district zoning and traditional R-2 zoning. It was noted that the hearing had been duly advertised in accordance with North Carolina law and Town Code of Ordinances.

Becky Dickson, a Maple Trace resident, discussed the subject site, safety, wildlife, Reems Creek trout and animals. Ms. Dickson was opposed to the conditional district zoning.

Michael Harris, a Maple Trace resident, recounted his history living in North Carolina. He discussed the Lillie Farm subdivision and Planning Board meetings and agreed with R-2 zoning at the subject site.

Kim Kosa Harris, a Maple Trace resident, said she was concerned with wildlife, the natural area, and her neighbors. Ms. Kosa Harris was opposed to the conditional district zoning at the subject site.

Doug Curtis, of Fairway View Drive, said he was concerned with the community's traffic impacts.

William Crawford said he was from Tennessee and the executor of the James B. Robert estate and the trustee of the Blanche Roberts trust, representative of the sellers of the subject site. He recounted how the Roberts estate property was sold off, portions of the Roberts estate which became the Maple Trace subdivision. Mr. Crawford was asking for the same opportunities to develop the land at the subject site. He asked for Council's support in favor of approving the annexation and zoning request.

Attorney Frue stated that the Town received an online comment from Doug Murray, who requested that the proposed project be no denser than Maple Trace subdivision.

After all present were given an opportunity to speak, Mayor Fitzsimmons closed the public hearing.

6. PUBLIC HEARING - COMPREHENSIVE LAND USE PLAN UPDATE

Mayor Fitzsimmons opened the public hearing on the Comprehensive Land Use Plan update. It was noted that the hearing had been duly advertised in accordance with North Carolina law and Town Code of Ordinances.

Planning Director Eller presented the Planning Board’s favorable recommendation on the updates, reviewed the packet and resolution concerning growth areas.

Mr. Eller reviewed the ETJ (extraterritorial jurisdiction) and county zoning, and the legal limitations of downzoning.

After all present were given an opportunity to speak, Mayor Fitzsimmons closed the public hearing.

After the closing of the public hearing, audience members spoke out and a general open discussion ensued but could not be documented since the podium and microphone were not used by those offering comments.

7. ADJOURNMENT

There being no further business for the Town Council and, without objection, Mayor Fitzsimmons adjourned the meeting at 6:51 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Regular Meeting - Minutes

Monday, January 27, 2025 at 6:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council held a regularly scheduled meeting on Monday, January 27, 2025 at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Call To Order

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

Councilmembers present: Mayor Patrick Fitzsimmons and Vice Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

Staff members present: Town Attorney Michael Frue, Planning Director James Eller, Public Works Director Dale Pennell, Water Plant Superintendent Randall Wilson, Finance Director Tonya Dozier, Town Clerk Tamara Mercer, Planner Graham Crawford, Community Center Director Mike DeSerio, and A/V Coordinator Lauren Ward.

Absent: Interim Town Manager Scottie Harris

2. Approval/Adjustments to the Agenda

Mayor Fitzsimmons requested that agenda item 4. F. (4.6) concerning Planning Board appointments, be revised to remove the appointment to fill the vacate alternate seat, but all other appointments be made as recommended.

Motion to approve the agenda with the adjustment to item 4.F (4.6).

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

3. Conflict of Interests Statement

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

4. Consent Agenda

Planning Director Eller reviewed the consent agenda.

Draft

Motion to approve the consent agenda as presented and with the aforementioned adjustment.

Moved by: Doug Jackson

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

4.1 Minutes of Town Council Workshop Dec. 10, 2024 – *approved as presented*

4.2 Minutes of Town Council Special Called Meeting Dec. 18, 2024 - *approved as presented*

4.3 Monthly Tax Report, Refunds/Releases - *approved as presented*

4.4 Conflicts of Interest Policy – *ratified as requested*

4.5 Budget Amendment - *approved as presented*

4.6 Board Appointments-Planning Board and Tree Board – *appointments approved with adjustments*

4.7 Cooperative Interlocal Agreement- Wayfinding Signs – *resolution adopted*

4.8 Comprehensive Land Use Plan Update – *resolution adopted*

4.9 Code Amendments- Chapter 2- Parking, Tree Preservation, Setbacks - *Public Hearing set for 2/24/2025 at 6pm*

5. Interim Town Manager's Report

Mayor Fitzsimmons reviewed the Interim Town Manager's Report and updates for the following:

- Fire Station Solor Panel Project completion
- Debris Removal status and on-going process
- Damage Assessment Update and FEMA inventory
- Private Property Debris Removal program with DebrisTech
- FEMA Disaster Recovery Center at Town Hall
- Departmental Communications and backup equipment
- Community Center Updates - new manager and assistant hired
- Weaverville Water Wheel repairs and update
- Maple Trace Subdivision Annexation update
- WBA to host St. Patrick's Day event downtown March 16th

6. Public Comment

Mary Hilton, a Weaverville resident, said she was in favor of the resolution permitting the Buncombe County non-discrimination ordinance to be applicable within the Town limits.

Jane Jaskevich, a non-resident, was opposed to the higher density develop at 21 Parker Cove in favor of single family for R-1 or R-2.

Moses Goldstein, a non-resident, was opposed to annexing 21 Parker Cove Road.

Draft

Anjelica Parker, a non-resident who resides adjacent to 21 Parker Cove Road, said she was opposed the development proposed for 21 Parker Cove Road.

Nancy Nelson, a non-resident, was opposed to the 21 Parker Cove Road development.

Barbara Kent, a Weaverville resident, discussed a tree problem on her private property.

Jeff McKenna, a Weaverville resident, addressed the Buncombe County non-discrimination ordinance. Mr. McKenna was concerned with investigating cases, fines, penalties and the mechanism and process of the town processing discrimination cases of businesses.

Erin McGredy, a Weaverville resident, said she was in favor of the resolution permitting the Buncombe County non-discrimination ordinance to be applicable within the Town limits.

Town Clerk Mercer noted that several online responses were received. She said that email comments stating they were in support of the resolution permitting the Buncombe County non-discrimination ordinance to be applicable within the Town limits as follows: Maggie Schroder, Robert Fong, Sue Vrooman, David Vrooman, Caroline Whatley, Darla LeTourneau, Nancy Waldrop, JoAnn Stanley, Inger Stallman Jorgensen, Lorraine Silverman, Sarah Gregory, Michelle Rippon, Judy Craggs, Mari Fox, Joan D'Entremont, and Mel Kelley. Jason Deal submitted an email that he was not in favor of the non-discrimination resolution nor in support of the Buncombe County ordinance. Other comments received included: Doug Murray was opposed to the density of the 21 Parker Cove Road proposed development; Beatriz Lothrop was in favor of the proposed AdventHealth hospital.

7. Discussion & Action Items

7.1 Annexation/Zoning- AdventHealth

Planning Director Eller reviewed the annexation request and conditional district zoning request. Mr. Eller noted that the voluntary annexation petition was submitted by AdventHealth Asheville, Inc., seeking to have two parcels located at or near Ollie Weaver Road and US Highway 25/70 totaling +/- 7.30 acres annexed into the Town of Weaverville. The purpose of this annexation is to bring the proposed AdventHealth project into the Town's municipal jurisdiction.

AdventHealth is also requesting conditional district zoning including the 7.30 acres to be annexed, to develop a hospital campus that includes a 67-bed hospital with a 26-bed hospital wing, emergency department, medical office buildings, and an out-patient surgical center.

Public hearings on the annexation and conditional district zoning were held on 21 January 2025, and the matter is eligible for Town Council's consideration pursuant to N.C. Gen. Stat. § 160A-31.

Motion to adopt and approve the annexation ordinance extending the corporate limits of the Town of Weaverville and the conditional district ordinance establishing CD-9 for AdventHealth as presented.

Moved by: Doug Jackson

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

7.2 Annexation/Zoning- 21 Parker Cove Road

Planning Director Eller reviewed the annexation request and conditional district zoning request for 21 Parker Cove Road. He said the voluntary annexation petition seeking to have approximately 9.385 acres annexed into the Town of Weaverville was for the purposes of obtaining Town services, including water, to support a 45-lot single family subdivision according to the original application. The petitioners are requesting conditional district zoning due to small lot sizes and reduced setbacks due to clustering of dwellings.

Public hearings on the proposed annexation and possible zoning, including the requested conditional district and traditional R-2 zoning, were held on 21st of January 2025, pursuant to N.C. Gen. Stat. § 160A-31.

Mr. Eller added that there were too many variables and options for the Town Attorney or staff to effectively develop draft ordinances for consideration at this meeting and Town Council direction would be appreciated.

Mr. Nicholas Parker applicant and manager at GreenStreet Land Development addressed the Board and said the request is still for a conditional district zoning, but he presented a revised site plan. The initial density for a 45-unit project was driven by sustainable and attainable price points. Due to the surrounding community opposition, the developer has reduced the number of units to 27 for a similar density to R-2. They are still proposing a clustered style but are planning to include detached garages. Mr. Parker said if they can cluster the units, they can provide a 100-foot undisturbed vegetative buffer to save trees and buffer to the south adjacent to Maple Trace properties. GreenStreet will build sustainable, zero energy units, the clustering project means less land disturbance, they reduced another 13.5% of impervious surface, but he added the plan is no longer attainable housing prices, so the prices will go up.

There was further discussion regarding the history of Maple Trace subdivision, R-2 zoning and density, conditional district zoning and density versus a special use permitting procedure, units per acre, minimum lot sizes, the 100-foot vegetative buffer, side setbacks, cluster development and styles, and code regulations.

Mr. Eller noted that Maple Trace subdivision setbacks are less than the Town's regulations, but the subdivision was built under Buncombe County's code of regulations.

Vice Mayor Chase requested that easements to allow for greenway construction along Reems Creek be included as a condition and Mr. Parker affirmed that they agree to include greenway easements. There was a general consensus that the developer met all the requests from the surrounding neighborhoods for a less dense project, more vegetative buffering, and the developer agrees to the greenway easement for the Town.

Mr. Eller and Town Attorney Frue agreed that with a reduction in intensity and density, the project does not need to go before the Planning Board and that an ordinance can now be drafted with these conditions. Mayor Fitzsimmons agreed there was general consensus to approve the request for annexation and conditional district zoning based upon the added conditions and contingent upon the future Reems Creek greenway language to be included in the ordinance.

Motion to approve the annexation and conditional district zoning for 21 Parker Cove Road incorporating the revised plan of 27 units with vegetative buffers as shown and

greenway easements, and direction that staff and Town Attorney are to provide the ordinance language at the next regular meeting for formal action by Town Council.

Moved by: Doug Jackson

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

After the vote, Mayor Fitzsimmons called a short recess to clear the chambers at 6:50 p.m. and the meeting resumed at 6:55 p.m.

7.3 **Non-Discrimination Ordinance**

Mayor Fitzsimmons introduced the item Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations, a draft resolution permitting the Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations to be Applicable Within Town Limits; and draft Interlocal Agreement Between Buncombe County and the Town of Weaverville.

Mayor Fitzsimmons reviewed the history in the State of North Carolina and said it is one of just five states that does not have a state public accommodation law. After a survey of North Carolina Public Accommodations Ordinances and a proposal for a Statewide Public Accommodations Law, N.C. L. Rev. 303 (2023), members of the community have expressed concerns that federal protections are inadequate and have urged local leaders to enact a ban on discrimination in employment and public accommodations. Mayor Fitzsimmons noted that the Town of Weaverville is a welcome and inclusive place. There was discussion regarding enforcement between the towns and the County to which the draft of the local agreement and enforcement mechanism was questioned. Attorney Frue said this is a Resolution permitting the County Ordinance to be applied within the Town.

There was discussion regarding law in North Carolina since the State does not have a non-discrimination policy. Attorney Frue explained that the research was conducted by Buncombe County. Further discussion regarding the Town's research and the Ordinance, holding a Public Hearing, the definition of the EO and investigations regarding discrimination allegations, assignments and mechanisms, internal and third-party processes, implementation timeframe, and Staff drafting the Town's policy to address the procedures, appeals and quasi-judicial decisions and civil enforcement, after which Mayor Fitzsimmons suggested Council pass the non-discrimination ordinance contingent on the final language to include the enforcement mechanism and brought before Council by May first.

Motion that a non-discrimination ordinance be drafted and brought back to Town Council for final vote with the ordinance to include provisions on administration, an enforcement mechanism, and with an effective date of May 1, 2025.

Moved by: Patrick Fitzsimmons

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

7.4 **Hurricane Relief Donations from Weaverville, California**

After deliberations there was a general consensus to use the monetary donations from Weaverville, California, to offset the cost of repair and maintenance of the Lake Louise playground equipment affected by the storm.

Ms. Dozier said the Finance Department will draft the budget amendment.

7.5 **Human Resources Audit**

Finance Director Dozier reviewed the highlights of the Human Resources Audit Report that was recently completed by ADEPT HRM Solutions. The executive summary was provided and includes a high-level overview of the audit's purpose, scope, and key findings.

There is a need for strategic HR planning to mitigate potential risks associated with resource constraints. In addition to addressing compliance, risk, and exposure, a critical responsibility of HR is to proactively consider contingency planning and succession planning to ensure organizational sustainability. This presents an opportunity for the Town of Weaverville to conduct a broader evaluation of departmental operations and allocate additional resources where needed.

ADEPT HRM recommended exploring options to centralize HR tasks, allocate additional resources, and prioritize the areas identified in the audit.

Limited staffing, time, and tools hinder the ability to focus on proactive HR initiatives, such as employee engagement, strategic planning, and risk management.

Many of the issues identified—such as outdated job descriptions, file management inconsistencies, and compliance gaps—can be attributed to a lack of centralized HR expertise and adequate resources. With more dedicated support, these challenges could be addressed more effectively.

7.6 **Finance Department Quarterly Report**

Finance Director Dozier provided her quarterly report, highlighting the revenues and expenditures, Recreation Complex Project, Water Treatment Plant Expansion Project, Water System Resiliency plan, as well as an update to Helene Disaster Response and recovery and funding projections.

7.7 **Planning Department Quarterly Report**

Planning Director Eller reviewed the end of calendar year report, and he highlighted trends in permitting from 2014 to current. Included were the Planning Board and Board of Adjustment activity. He noted a recent case before the BOA.

9. Closed Session

Attorney Frue requested that Town Council go into 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, which privilege is hereby acknowledged; and N.C.G.S. §143-318.11(a)(6), to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee.

Draft

Motion to enter into closed session citing N.C.G.S. §143-318.11(a)(3) and N.C.G.S. §143-318.11(a)(6) at 7:32 p.m.

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

[CLOSED SESSION]

Moved to exit closed session and to re-enter open session at 8:11 p.m.

Moved by: Catherine Cordell

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

10. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the regular meeting at 8:13 p.m.

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

Draft

Town Council Special Called Meeting - Minutes

Tuesday, January 28, 2025, at 4:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council special-called meeting on Tuesday, January 28, 2025, at 4:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER- Mayor Fitzsimmons called the meeting to order at 4:00 p.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice-Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, and Dee Lawrence.

NOTE: Peter McGuire arrived at 5:30 p.m.

Staff members present: Town Attorney John Henning, Town Clerk Tamara Mercer

2. CLOSED SESSION

Attorney Henning asked that Town Council enter closed session as allowed by N.C.G.S. §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in order to review town manager candidates and conduct candidate selection, and 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, which privilege is hereby acknowledged.

Motion to enter Closed Session as authorized by *N.C.G.S. §143-318.11(a)(6) and N.C.G.S. §143-318.11(a)(3).*

Moved by: Dee Lawrence

Aye Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried 6-0

[CLOSED SESSION]

3. RETURN TO OPEN SESSION

Motion to exit closed session and re-enter to open session at 5:45 p.m.

Moved by: Catherine Cordell

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously 7-0

Draft

4. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the special-called meeting at 5:50 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Special Called Meeting - Minutes

Wednesday, January 29, 2025, at 4:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council special-called meeting on Wednesday, January 29, 2025, at 4:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. **CALL TO ORDER** – Mayor Fitzsimmons called the meeting to order at 4:00 p.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

NOTE: Vice-Mayor John Chase arrived at 4:15 p.m.

Staff members present: Town Attorney John Henning and Town Clerk Tamara Mercer.

2. **CLOSED SESSION**

Attorney Henning asked that Town Council enter closed session as allowed by N.C.G.S. §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in order to review town manager candidates and conduct candidate selection, and 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, which privilege is hereby acknowledged.

Motion to go to closed session pursuant to N.C.G.S. §143-318.11(a)(6) and N.C.G.S. §143-318.11(a)(3).

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, Catherine Cordell, and Michele Wood

Carried unanimously. 6-0

[CLOSED SESSION]

3. **RETURN TO OPEN SESSION**

Motion to exit closed session and re-enter into open session at approximately 5:55 p.m.

Moved by: Catherine Cordell

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

Draft

4. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the special-called meeting at 5:55 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Special Called Meeting - Minutes

Thursday, January 30, 2025 at 4:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council held a special-called meeting on Thursday, January 30, 2025 at 4:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER - Mayor Fitzsimmons called the meeting to order at 4:00 p.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

NOTE: Vice-Mayor John Chase arrived at 4:25 p.m.

Staff members present: Town Attorney Michael Frue and Town Clerk Tamara Mercer.

2. CLOSED SESSION

Attorney Frue requested that Town Council enter closed session as allowed by N.C.G.S. §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in order to review town manager candidates and conduct candidate selection, and 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, which privilege is hereby acknowledged.

Motion to go to closed session pursuant to N.C.G.S. §143-318.11(a)(6) and N.C.G.S. §143-318.11(a)(3).

Moved by: Dee Lawrence

Carried unanimously. 6-0

[CLOSED SESSION]

3. RETURN TO OPEN SESSION

Motion to exit closed session at 5:50 p.m. and re-enter into open session.

Moved by: Catherine Cordell

Aye	Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

Draft

4. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the special-called meeting at 5:55 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Special Called Meeting - Minutes

Saturday, February 1, 2025 at 9:00 AM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council held a special-called meeting on Saturday, February 1, 2025 at 9:00 a.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. **CALL TO ORDER –** Mayor Fitzsimmons called the meeting to order at 9:00 a.m.

Councilmembers present: Mayor Patrick Fitzsimmons, Vice Mayor John Chase, Councilmembers Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, and Dee Lawrence.

Staff members present: Deputy Town Clerk Jennifer Jackson; Town Clerk Tamara Mercer (remote)

2. **CLOSED SESSION**

Mayor Fitzsimmons stated that Town Council needed to go into closed session as allowed by N.C.G.S. §143-318.11(a)(6) in order to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee, in order to review town manager candidates and conduct candidate selection, and 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, which privilege is hereby acknowledged.

Motion to go to closed session pursuant to N.C.G.S. §143-318.11(a)(6) and N.C.G.S. §143-318.11(a)(3).

Moved by: Peter McGuire

Aye	Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

[CLOSED SESSION]

3. **RETURN TO OPEN SESSION**

Motion to exit closed session and re-enter into open session at 9:45 a.m.

Moved by: John Chase

Draft

Aye Peter McGuire, Doug Jackson, Dee Lawrence, Patrick Fitzsimmons, John Chase, Catherine Cordell, and Michele Wood

Carried unanimously. 7-0

4. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the special-called meeting at 9:45 a.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

SUBJECT: Monthly Tax Report

PRESENTER: Tax Collector

ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for January 2025
RMV Refund/Release Report for January 2025

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of January 2025 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **97.50% of the Town's property taxes have been collected as of the end of January** (which is a little higher at this time of year). This totals $4,194,284 out of the $4,301,859 total tax levy (real property, personal property, and business personal property). At the end of January 2025 there was $107,574.24 left to collect of the 2024 property taxes.

The Motor Vehicle Levy Releases/Refunds report for January is attached.

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

Jan 2025	Property Tax Levy Release/Refund	$1,317.07
Jan 2025	Motor Vehicle Levy Release/Refund	$13.80

COUNCIL ACTION REQUESTED:

The monthly report is provided for information only.

Town Council action to 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 2024-2025

Tax Year 2024
Summary for YTD Jan 2025:

Original Billed Amts	$	4,297,291
Abs Adj (Adjustments by Assessor)	$	(3,690)
Bill Releases	$	(44)
Discovery Levy	$	5,305
Additional Levy	$	2,997
Net Levy	$	4,301,859
Total Current Year Collections	**$**	**4,194,284**
% Collected		**97.50%**
Total Left to be Collected:	**$**	**107,574**
Prior Years Tax Paid	$	2,300
Prior Years Interest Paid	$	224

Date run: 2/5/2025 4:02:38 PM **TR-401G Net Collections Report** NCPTS V4

Data as of: 2/5/2025 12:02:53 AM

Report Parameters:

Date Sent to Finance Start: **Min - January 1, 2025** Date Sent to Finance End: **Max - January 31, 2025** 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, STORMWATER, TAX, VEHICLE FEE, WEAVERVILLE TAX**

Tax Year: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004**

Year For: **2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003**

Collapse Districts: **N**

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

Fiscal Year Activity from July 1, 20XX to January 31, 2025								Activity from January 1, 2025 to January 31, 2025			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest											
2024	0.00	0.00	0.00	0.00	0.00	1,216.54	0.00	1,216.54	0.00	0.00	0.00
		0.00	1,216.54	0.00	0.00	NA	NA			0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	6,582.45	0.00	0.44	0.00	0.00	0.00
		0.00	6,582.45	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,908.28	0.00	46.43	0.00	0.00	0.00
		0.00	4,908.28	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,059.05	0.00	0.00	0.00	0.00	0.00
		0.00	5,059.05	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	11,905.62	0.00	0.00	0.00	0.00	0.00
		0.00	11,905.62	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	5,056.63	0.00	0.00	0.00	0.00	0.00
		0.00	5,056.63	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00
		0.00	64.92	0.00	0.00	NA	NA			0.00	0.00

Fiscal Year Activity from July 1, 20XX to January 31, 2025								Activity from January 1, 2025 to January 31, 2025			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00
		0.00	100.08	0.00	0.00	NA	NA			0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	47.72	0.00	0.00	0.00	0.00	0.00
		0.00	47.72	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00
		0.00	1,020.36	0.00	0.00	NA	NA			0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00
		0.00	730.74	0.00	0.00	NA	NA			0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00
		0.00	12.59	0.00	0.00	NA	NA			0.00	0.00
Sub.	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**37,060.56**	**0.00**	**1,263.41**	**0.00**	**0.00**	**0.00**
		0.00	**37,060.56**	**0.00**	**0.00**	**NA**	**NA**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: LATE LIST PENALTY**									
2024	2,330.93	1.55	0.36	215.40	2,544.42	2,236.03	308.39	49.76	0.00	0.00	0.00
		0.00	2,236.03	0.00	0.00	87.88 %	12.12 %			0.00	0.00
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,169.10	47.05	0.80	0.00	0.00	0.00
		0.00	9,169.10	80.35	0.00	99.49 %	0.51 %			0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,267.17	16.36	0.00	0.00	0.00	0.00
		0.00	3,267.17	0.00	0.00	99.50 %	0.50 %			0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	21.83	0.00	0.00	0.00	0.00
		0.00	4,392.09	0.00	0.00	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	15.10	0.00	0.00	0.00	0.00
		0.00	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
Sub.	**16,573.95**	**605.87**	**3.02**	**10,228.38**	**26,505.61**	**26,096.88**	**408.73**	**50.56**	**0.00**	**0.00**	**0.00**
		0.00	**26,096.88**	**312.17**	**0.00**	**98.46 %**	**1.54 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: TAX**									
2024	4,297,291.04	3,690.41	43.73	5,304.73	4,301,858.68	4,194,284.44	107,574.24	651,942.27	875.35	4.05	0.00
		437.67	4,194,722.11	2,997.05	0.00	97.50 %	2.50 %			437.67	437.68
2023	4,196,765.41	2,953.48	60.16	8,428.28	4,204,328.91	4,202,523.89	1,805.02	7.95	0.00	0.00	0.00
		0.00	4,202,523.89	2,148.86	0.00	99.96 %	0.04 %			0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,260.90	1,249.08	232.18	0.00	0.00	0.00
		735.06	3,989,995.96	0.00	0.00	99.97 %	0.03 %			0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,387.29	3,020.42	0.00	0.00	0.00	0.00
		726.57	3,726,113.86	2,934.84	0.00	99.92 %	0.08 %			0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,017.69	1,023.50	0.00	0.00	0.00	0.00

Fiscal Year Activity from July 1, 20XX to January 31, 2025								Activity from January 1, 2025 to January 31, 2025			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
		2,156.28	3,374,173.97	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**19,693,540.18**	**20,939.44**	**3,376.71**	**56,456.26**	**19,736,487.80**	**19,621,815.54**	**114,672.26**	**652,182.40**	**875.35**	**4.05**	**0.00**
		4,055.58	**19,625,871.12**	**10,807.51**	**0.00**	**99.42 %**	**0.58 %**			**437.67**	**437.68**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: WEAVERVILLE TAX**									
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	0.00	0.00
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %			0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %			0.00	0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %			0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %			0.00	0.00
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %			0.00	0.00
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	2,047.01	0.00	0.00	0.00	0.00
		0.00	72.85	0.00	0.00	3.44 %	96.56 %			0.00	0.00
2013	570.35	0.00	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.00	0.20 %	99.80 %			0.00	0.00
2012	316.30	0.00	111.58	0.00	204.72	204.72	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**55,735.14**	**0.00**	**891.76**	**0.00**	**54,843.38**	**46,091.51**	**8,751.87**	**0.00**	**0.00**	**0.00**	**0.00**
		0.00	**46,091.51**	**0.00**	**0.00**	**84.04 %**	**15.96 %**			**0.00**	**0.00**
Total	**19,765,849.27**	**21,545.31**	**4,271.49**	**66,684.64**	**19,817,836.79**	**19,731,064.49**	**123,832.86**	**653,496.37**	**875.35**	**4.05**	**0.00**
		4,055.58	**19,735,120.07**	**11,119.68**	**0.00**	**99.38 %**	**0.62 %**			**437.67**	**437.68**

Signature (Tax Collector) _____

District Refunds FY2024
July 2024 through June 2025

NCVTS Pending refund report Fiscal Year 2025

Jan-25

Tax Jurisdiction		District Type	Net Change
BUN		COUNTY	($11,399.57)
CAS		CITY	($2,641.97)
CBF		CITY	($38.89)
CBM		CITY	($307.78)
CMT		CITY	($12.97)
CWV		CITY	($13.80)
CWO		CITY	($457.36)
FBA		FIRE	($39.84)
FBR		FIRE	($11.57)
FEB		FIRE	($46.61)
FEC		FIRE	($347.77)
FFA		FIRE	($107.75)
FFB		FIRE	($115.49)
FJU		FIRE	($61.40)
FLE		FIRE	($12.72)
FNB		FIRE	($25.76)
FRC		FIRE	($30.43)
FRE		FIRE	($6.26)
FRI		FIRE	($36.66)
FSK		FIRE	($575.30)
FSW		FIRE	($125.04)
FUH		FIRE	($17.75)
FWB		FIRE	($81.94)
FWO		FIRE	($139.87)
IAD		SPECIAL	($9.48)
SAS		SPECIAL	($355.52)
FAS		SPECIAL	($15.23)
Total			**($17,034.73)**

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting:	February 24, 2025
Subject:	Budget Amendment – Police, Public Works
Presenter:	Town Finance Director
Attachments:	Budget Amendment Form

Description/Summary of Request:

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education and Law Enforcement activities. For the quarter ending 12/31/2024 the Town received **$2,242.52** for Alcohol Education and **$1,601.80** for Law Enforcement.

The Town recently received generous donations from the citizens of Weaverville, California totally $1,281.00 to help with the Town's disaster recovery efforts following Hurricane Helene. Per Town Council's direction, the funds will be used to help repair and restore the playground at Lake Louise, which suffered damage from the storm.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2024-2025 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2024-2025

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-430-431-26400	Police – Alcohol Ed & Prevention	$2,242.52
010-430-431-26450	Police – ABC Law Enforcement	$1,601.80
010-600-612-26000	Supplies/Materials – Grounds Maint	$1,281.00

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

Account	Account Description	Transfer Amount
010-004-300-06045	ABC Store – Alcohol Education	$2,242.52
010-004-300-06050	ABC Store – Police Dept Revenue	$1,601.80
010-004-300-09039	Contributions – Public Works Dept	$1,281.00

Justification: Please provide a brief justification for this budget amendment. *ABC Store Distribution for Q2 FY 2025; Donations received from Weaverville California to help with restorations after Hurricane Helene.*

Authorized by Finance Officer **Date**

Authorized by Town Manager **Date**

Authorized by Town Council (if applicable) **Date**

Budget Ordinance Section 12:

B. *The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.*

C. *The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.*

D. *The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed $10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.*

E. *The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.*

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting:	February 24, 2025
Subject:	Response Letter to LGC – Audit – Financial Performance Indicator of Concern – Water Asset Depreciation
Presenter:	Town Finance Director
Attachments:	Response Letter to Local Government Commission (LGC)

Description/Summary of Request:

As recently explained by the Town's auditor during his audit presentation at the December 16, 2024, meeting, the Fiscal Year 2023-2024 Audit revealed a Financial Performance Indicator of Concern (FPIC) that requires a response letter to the Local Government Commission (LGC). The following is a summary of the FPIC noted:

> *Water and Sewer fund assets are greater than 50% depreciated. This can be indicative of significant capital needs related to water/sewer infrastructure in the near future.*

The attached letter to the LGC explains the Town's current plan to expand our water treatment plant and shows that we are already addressing the issue. The letter must be signed by all members of Town Council as well as the Town Manager and Finance Director.

Action Requested:

Interim Town Manager Harris and Finance Director Dozier recommend signing the attached letter to the Local Government Commission.

The Town of
Weaverville
NORTH CAROLINA

February 24, 2025

Department of State Treasurer
Local Government Commission
3200 Atlantic Ave, Raleigh NC 27604

Re: Financial Performance Indicator of Concern from FY 2023-2024 Audit

To Whom It May Concern:

This letter is to address a Financial Performance Indicator of Concern (FPIC) that was identified in our recent fiscal year 2023-2024 audit. The FPIC that is noted is that the Town's water assets are now greater than 50% depreciated.

At this time, the Town has actively begun the process of upgrading and expanding its Water Treatment Plant. Engineers have been retained and are currently working on the design and permitting for the project and a capital project fund for this purpose was established in 2021. The Town was recently awarded a $15 million grant from the State of North Carolina to help fund the expansion. The plant expansion is estimated to be completed by 2027 and, once completed, aging elements of the existing plant can also be addressed.

In addition to the Water Treatment Plant expansion, the Town implemented a *Waterline Repair & Replacement Program* in 2023 to annually fund waterline upgrades needed as the infrastructure ages. The current year budget includes $500,000 for this program.

The Mayor, Town Council, Town Manager, and the Finance Director of the Town of Weaverville have reviewed this Financial Performance Indicator of Concern and, as indicated by the signatures below, hereby submit this response to the LGC.

Mayor Patrick Fitzsimmons

Town Councilmember Doug Jackson

Town Councilmember Catherine Cordell

Town Councilmember John Chase

Town Councilmember Michele Wood

Town Councilmember Peter McGuire

Town Councilmember Dee Lawrence

Interim Town Manager, David Scott Harris

Town Finance Director, Tonya Dozier

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 24, 2025
SUBJECT:	Law Enforcement Mutual Assistance/Aid Agreements
PRESENTER:	Police Chief Oberlin
ATTACHMENTS:	Proposed Resolution Mutual Assistance Agreement with Mars Hill Law Enforcement Inter-Agency Mutual Aid Agreement with the Buncombe County Sheriff's Office

DESCRIPTION/SUMMARY OF REQUEST:

Cooperation between law enforcement agencies is authorized by N.C. Gen. Stat. 160A-288.

The Town of Marshall's Police Department and the Buncombe County Sheriff's Office have both requested a mutual assistance/aid agreement with the Town of Weaverville. Police Chief Oberlin believes that these agreements are mutually beneficial.

Both of the proposed agreements follow the statutory authority.

The Interim Town Manager recommends that Town Council consider approval of these agreements.

COUNCIL ACTION REQUESTED:

Town Council action to adopt the proposed resolution as presented so that the Mutual Assistance Agreement and Law Enforcement Inter-Agency Mutual Aid Agreement are approved and the Police Chief is authorized to finalize and sign the agreements.

TOWN OF WEAVERVILLE

RESOLUTION APPROVING LAW ENFORCEMENT MUTUAL ASSISTANCE/AID AGREEMENTS

WHEREAS, the Police Chief of the Town of Weaverville has authority under N.C Gen. Stat. § 160A-288 to enter into mutual assistance agreements with other law enforcement jurisdiction if approved by Town Council;

WHEREAS, both the Buncombe County Sheriff's Office and the Town of Mars Hill Police Department have requested law enforcement mutual assistance/aid agreements with the Town of Weaverville;

WHEREAS, mutual assistance/aid agreements are beneficial to the Town of Weaverville;

NOW, THEREFORE, BE IT RESOLVED, that, as allowed by and in accordance with N.C. Gen. Stat. §160A-288, Town Council hereby approves of a Law Enforcement Inter-Agency Mutual Aid Agreement with the Buncombe County Sheriff's Office and a Mutual Assistance Agreement with the Town of Mars Hill Police Department, and authorizes the Weaverville Police Chief to execute the same with any recommended Town Attorney and staff level changes.

ADOPTED this the 24th day of February, 2025.

_____

PATRICK FITZSIMMONS, Mayor

_____

TAMARA MERCER, Town Clerk

Buncombe County Sheriff's Office
MOA
Weaverville Police Department

LAW ENFORCEMENT INTER-AGENCY MUTUAL AID AGREEMENT

This AGREEMENT, made and entered into this the 13th day of November 2024 by and between the law enforcement agencies of the political subdivisions of the State of North Carolina, which now or hereafter become signatories hereto.

WHEREAS, the political subdivisions of the State of North Carolina have determined that the provision of the law enforcement mutual aid across jurisdictional lines for temporary assistance will increase the ability to preserve the safety and welfare of all of the residents of the State of North Carolina, and

WHEREAS, the political subdivisions of the State of North Carolina are authorized by N.C.G.S. 153A-212 and N.C.G.S. 160A-288 to provide law enforcement mutual aid,

NOW, THEREFORE, THE PARTIES HERETO DO AGREE AS FOLLOWS:

l. Upon determining a need for temporary law enforcement assistance beyond the capability of locally available resources, the party or parties bound by this agreement shall notify the other party or parties to this agreement of the need for law enforcement assistance. Such assistance shall be rendered, if it is feasible to do so in the judgment of the assisting agency, according to the procedures established in the operational plans developed and agreed to by the parties to this agreement pursuant to the provisions in paragraph (3) below. The head law enforcement officer of each of the parties hereto is empowered to request assistance under this agreement.

2. Such a request shall be in writing and executed by the Chief or Sheriff of the requesting agency or, in his/her absence, by such other person as has been designated to make or grant such requests. Provided further that where a request is made on an emergency basis, the execution of this contract shall be deemed the required written request and the requesting agency shall furnish the specified request in writing as soon as practical.

3. The mutual assistance to be rendered under this agreement shall be available upon the development and approval by the parties hereto of an operational plan to address the specific situation requiring mutual assistance. The plan shall outline the exact procedures to be followed in requesting the mutual aid assistance and in responding to the request(s) for mutual aid assistance. The parties shall meet as necessary to review and, if necessary, to propose amendments to the operational plan. Any proposed amendments shall not be effective until approved in writing by all the parties to this agreement. IT IS THE INTENTION OF THE PARTIES THAT AN OPERATIONAL PLAN SHALL NOT BE REQUIRED FOR REQUESTS FOR EMERGENCY ASSISTANCE, rather, operational plans shall be required for long-term assistance such as undercover narcotics operations.

4. Law enforcement officers rendering assistance under this agreement shall do so under the direction and control of the head law enforcement officer of the jurisdiction requesting

the mutual aid.

5. The officer in charge of the division of the requesting agency, to which the assisting agency's officer is temporarily assigned, shall provide a weekly report to the officer in charge of the division of the assisting agency by which the temporarily assigned officer is employed. Such report shall contain a daily breakdown of the number of hours worked and the assignments performed by the temporarily assigned officer.

6. The requesting agency shall furnish the temporarily assigned officer with the money, equipment and personnel reasonably necessary to perform his/her assigned duties, however, the temporarily assigned officer shall report for work with the equipment issued to him/her by the assisting agency. The assisting agency may furnish equipment and supplies to the requesting agency, as mutually agreed to be necessary.

7. For personnel and administrative purposes, the temporarily assigned officer shall remain under the control of the assisting agency and shall be entitled to Worker's Compensation and other benefits to which the officer would be entitled when functioning within the normal course and scope of employment with the assisting agency.

8. Any disciplinary actions arising out of the temporary work assignments of any assisting officer shall remain the responsibility of the assisting agency. At any time, the officer of the requesting agency charged with the direction and control of the assisting officer, may relieve such assisting officer of all duties. The head law enforcement officer of the requesting agency taking such action shall immediately forward a written statement setting forth the reason for such action to the head law enforcement officer of the assisting agency.

9. The requesting agency specifically covenants and agrees to assume all liability for any act or omission committed by the assisting officer within the course and scope of his temporary assignments, and further agrees to indemnify and hold harmless the assisting agency, its officers, employees and agents, for any damages, including the payment of attorney's fees incurred by the assisting agency pursuant to such temporary assignment.

I 0. In addition, the requesting agency agrees to hold harmless the assisting agency, it' s officers, employees and agents, for any damage to property of the requesting agency incurred in the course and scope of the assisting officer' s temporarily assigned duties. Further, the assisting agency agrees to hold the requesting agency, its officers, employees, and agents, harmless of any damage to the property of the assisting agency occasioned by such act. This agreement shall not be construed as a bar to any other rights or claims, either direct or by subrogation, which either agency shall have against any other party.

11. While on duty with the requesting agency, the temporarily assigned officer of the assisting agency shall have the same jurisdiction, powers, rights, privileges, benefits and immunities as the officers of the requesting agency, in addition to those which he/she normally possesses.

12. This agreement shall remain in effect until terminated by the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by any one party hereto shall be made by thirty (30) days written notice to all parties but shall not terminate this agreement among the remaining parties, if any.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first written above.

Quentin Miller, Sheriff of Buncombe County	Date
Somer Oberlin, Chief of Weaverville Police Dept.	Date

Request for Temporary Assistance Pursuant to a Mutual Aid Agreement

In accordance with North Carolina General Statute G.S. 160A-288 and 90-95.2 and a Mutual Assistance Agreement entered pursuant to these statutes between and among the following agencies more specifically known as the "Mutual Aid Agreement," this is adopted by the department heads of each of these agencies, to wit:

It is the intent and desire of the agency heads of each of these agencies to provide mutual assistance as allowed by statute to each other. As such, and pursuant to the mutual aid agreement between and among these agencies known as the "Mutual Aid Agreement," the department head of each of these agencies requests the temporary assistance of each of the other agencies. Any request made under the terms of this written request is a request for assistance from the date signed by the department head.

Pursuant to these statutes, any requested officers, while working with any of the agencies designated below, shall have the same jurisdiction, power, rights, privileges, and immunities as the officers of the requesting agency in addition to those he normally possesses.

While on duty with the requesting agency; such officers shall be subject to the lawful operational commands of the superior officers within the requesting agency's department, but they shall, for workers' compensation; health insurance, personnel and administrative purposes, remain under the control of their own agency, including for purposes of pay.

Such officers shall, furthermore, be entitled to workers' compensation from their own agency when acting pursuant to this statute to the same extent as though they were functioning within the normal scope of their duties.

This request for mutual aid and assistance is made on the date as indicated beside each party's signature and is a request for assistance.

_____ _____

Quentin Miller, Sheriff of Buncombe County — Date

_____ _____

Somer Oberlin, Chief of Weaverville Police Dept. — Date

MUTUAL ASSISTANCE AGREEMENT

Pursuant to North Carolina General Statutes§ 160A-288 the undersigned do hereby request of each other, and agree to provide to the other, when feasible to do so, temporary assistance in enforcing the laws of North Carolina and other matters. This MUTUAL ASSISTANCE AGREEMENT shall serve as the request, in writing for such assistance. The assistance may consist of, but is not limited to, the loaning of officers (including in an undercover capacity) and equipment and supplies.

1. While working with a requesting agency, an officer shall have the same jurisdiction, powers, rights, privileges and Immunities (including those relating to the defense of civil actions and payments of judgments) as the officers of the requesting agency in addition to those the loaned officer normally possesses.

2. While on duty with the requesting agency an officer shall be subject to the lawful operational commands of the officer's superior officers in the requesting agency, but the loaned officer shall for personnel and administrative purposes, remain under the control of the officer's own agency, including for purposes of pay. An officer shall furthermore be entitled to worker's compensation and the same benefits to the extent as though he were functioning within the normal scope of the officer's duties.

3. When temporary assistance is needed pursuant to this MUTUAL ASSISTANCE AGREEMENT, the requesting agency shall notify the assisting agency of the need for such assistance and the assistance shall be provided if feasible to do so. A requesting agency which needs temporary assistance shall notify the assisting agency of such need in writing, when possible. In an emergency situation, the notification of the need for temporary assistance need not be in writing, but a written notification shall be provided as soon thereafter as possible.

4. Any disciplinary actions arising out of the temporary work assignment of any loaned officer will remain the responsibility of the officer's own agency.

5. The requesting agency specifically covenants and agrees to assume all liability for any act committed by the temporarily assigned officer within the course and scope of the officer's temporary assignment or damage or injury caused by the use or misuse of loaned equipment, and further agrees to hold harmless and indemnify the assisting agency for any damages, including the payment of attorney's fees, incurred by the assisting agency pursuant to such temporary assignment.

6. The requesting agency agrees to hold harmless the assisting agency for any damage to the property of the requesting agency incurred in the scope and course of the temporarily assigned officer's duties or in the course and scope of the use of loaned equipment not accompanied by a temporarily assigned officer. Further, the assisting agency agrees to hold the requesting agency harmless for any damage to the property of the assisting agency occasioned by such act. The agreement shall not be construed as a bar to any other rights or claim, either direct or by subrogation, which either agency shall have against any other party.

7. This agreement shall remain in effect until terminated by the parties hereto upon written notice setting forth the date of such termination. Withdrawal from this agreement by any one party hereto shall be made by thirty (30) days written notice to all parties but shall not terminate this agreement among the remaining parties, if any.

8. The undersigned enter into this agreement pursuant to duly adopted resolutions of their respective governing bodies, as authorized by North Carolina General Statutes § 160A-288.

SO AGREED.

Town of Mars Hill

_____
By:

NORTH CAROLINA
COUNTY OF _____

Witness my hand and notarial seal, this the _____
day of _____, 20___.

_____
Notary Public
My Commission Expires:

Town of Weaverville

_____
By:

NORTH CAROLINA
COUNTY OF _____

Witness my hand and notarial seal, this the _____
day of _____, 20___.

_____
Notary Public
My Commission Expires:

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

SUBJECT: Amendments to Position Classification Plan and Pay Plan

PRESENTER: Interim Town Manager Harris

ATTACHMENTS: Position Classification/Pay Plan with Amendments

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to create a couple of positions that are deemed critical to the success of any town manager and to the continued provision of the high level of services that the residents have grown to expect in Weaverville: Assistant Town Manager and Facilities Maintenance Technician. Each of these positions, whether hired as parttime or fulltime positions, will provide valuable support to each of the Town's departments. Both positions have been reviewed by an independent consultant so that an appropriate salary grade could be determined.

TOWN COUNCIL ACTION REQUESTED:

Town Council action to approve the amendments to the position classification and pay plan as proposed. Suggested motion:

> *Motion to approve the amendments to the Town's Position Classification and Pay Plan as presented*

TOWN OF WEAVERVILLE
PAY PLAN & POSITION CLASSIFICATION PLAN
FY 2024-2025

GRADE	CLASSIFICATION	FLSA STATUS	MINIMUM	MID-POINT	MAXIMUM
20	**Maintenance Technician**	Non-Exempt	$37,036.00	$46,295.00	$55,554.00
21			$38,517.00	$48,147.00	$57,776.00
22	**Senior Maintenance Technician**	Non-Exempt	$40,058.00	$50,073.00	$60,087.00
23	**Administrative Assistant**	Non-Exempt	$41,660.00	$52,076.00	$62,491.00
	Financial Administrative Assistant	Non-Exempt			
	Police Administrative Assistant	Non-Exempt			
	Public Works Administrative Assistant	Non-Exempt			
	Recreation Assistant	Non-Exempt			
24	**Meter Technician**	Non-Exempt	$43,327.00	$54,159.00	$64,990.00
	Water Treatment Plant Operator I	Non-Exempt			
25	**Police Records Specialist**	Non-Exempt	$45,060.00	$56,325.00	$67,590.00
26	**Firefighter**	Non-Exempt	$46,862.00	$58,578.00	$70,294.00
	Police Officer	Non-Exempt			
	School Resource Officer	Non-Exempt			
	Public Works Crew Leader	Non-Exempt			
	Water Treatment Plant Operator II	Non-Exempt			
	Facilities Maintenance Technician	Non-Exempt			
27	**Senior Police Officer**	Non-Exempt	$48,737.00	$60,921.00	$73,105.00
	Police Detective	Non-Exempt			
	Senior Firefighter	Non-Exempt			
28	**Fire Engineer**	Non-Exempt	$50,686.00	$63,358.00	$76,029.00
	Recreation Coordinator	Non-Exempt			
	Finance Specialist	Non-Exempt			
	Senior Police Detective	Non-Exempt			
	Water Treatment Plant Operator III	Non-Exempt			
29	**Police Sergeant**	Non-Exempt	$52,714.00	$65,892.00	$79,071.00
	Detective Sergeant	Non-Exempt			
	Community Resource Officer	Non-Exempt			

30	**Planner / Code Enforcement Technician**	Non-Exempt	$54,822.00	$68,528.00	$82,233.00
	Town Clerk	Exempt			
	Assistant to the Town Manager	Exempt			
31	**Police Lieutenant**	Non-Exempt	$54,856.00	$68,570.00	$82,284.00
	Fire Captain	Non-Exempt			
32	**Public Works Superintendent**	Non-Exempt	$57,598.00	$71,998.00	$86,397.00
	Water Maintenance Superintendent	Non-Exempt			
	Water Treatment Plant Chief Operator	Non-Exempt			
33	**Fire Battalion Chief**	Non-Exempt	$60,478.00	$75,598.00	$90,717.00
	Police Captain	Non-Exempt			
34	**Fire Marshal**	Exempt	$63,502.00	$79,378.00	$95,253.00
	Water Treatment Plant Supervisor	Exempt			
35	**Assistant Police Chief**	Exempt	$66,677.00	$83,346.00	$100,016.00
	Deputy Fire Chief	Exempt			
	Assistant Public Works Director	Exempt			
36	**Water Treatment Plant Superintendent**	Exempt	$70,011.00	$87,514.00	$105,017.00
37	**Planning Director**	Exempt	$73,512.00	$91,890.00	$110,268.00
38	**Fire Chief**	Exempt	$77,187.00	$96,484.00	$115,781.00
	Police Chief	Exempt			
39	**Finance Director**	Exempt	$81,047.00	$101,309.00	$121,571.00
	Public Works Director	Exempt			
40			$85,099.00	$106,374.00	$127,649.00
41	**Assistant Town Manager**	Exempt	$89,354.00	$111,693.00	$134,031.00
42			$93,822.00	$117,278.00	$140,733.00
43			$98,513.00	$123,141.00	$147,770.00

Town Manager - Exempt; Pay established by employment agreement

Town Attorney - Exempt; Pay established by employment agreement

Exempt = Classification eligible to be exempt from the Wage and Hour provisions of the Fair Labor Standards Act (FLSA)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

SUBJECT: Storm Debris Removal – Amendment #1 and #2 to SDR Contract

PRESENTER: Town Manager Harris

ATTACHMENTS: Explanation Memo dtd 2/2/2025;
Proposed Amendment #1 and #2

DESCRIPTION/SUMMARY OF REQUEST:

In October 2024 Town Council approved the use of Southern Debris Recovery (SDR) for debris removal related to Tropical Storm. SDR is a storm response vendor approved by the State for use by municipalities under the terms and pricing that the State has negotiated. The State has approved some changes to their agreement with SDR in order to maintain Federal and State contract compliance and increase the pace of disaster debris removal, and the Town of Weaverville is now asked to approve those changes as well.

Amendment #1 increases some pricing on the approved Fee Schedule. The State of North Carolina and FEMA have approved an updated Fee Schedule for the State disaster debris removal contract (19-IFB-015120-DAD) after careful consideration of the unique disaster debris removal requirements in WNC and the aggressive truck market conditions created by elevated pricing in surrounding states.

Amendment #2 adds a few items to the scope of work and/or rates or fees to existing items. Changes are to address the unique challenges and needs presented by this storm recovery and include the following: (1) rates and fees for removal of sand, silt, soils debris deposited by the storm, (2) demolition rates for those properties approved and require demolition, (3) tree care handling through Sennebogen Tree Care Handler and associated day rates, and (4) production of a double ground mulch product for beneficial reuse in the community and associated rates.

The State and SDR have indicated that they are committed to continuing quality, professional debris removal in impacted communities, including the Town of Weaverville, and to increase the pace of debris removal by implementing this updated Fee Schedule and other related changes.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve these amendments based on the following suggested motion:

I move that Town Council: (1) approve Amendment #1 and Amendment #2 to the Southern Disaster Recovery (SDR) Agreement as presented, and (2) authorize the Town Manager and Finance Director to execute any and all documents necessary to put these agreements in place as soon as possible.

February 2, 2025

To: Scott Harris, Town Manager
Town of Weaverville

From: Robert "Chip" Patterson, President
SDR

Subject: State of North Carolina Contract (19-IFB-015120-DAD) Amendment 01

Strong Push Toward Recovery: Debris Removal

"Due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts."

On January 30, 2025; the NC Department of Public Safety issued SDR a Contract Amendment to the Statewide Disaster Debris Removal Contract. The Contract Amendment has two broad affects:

1. Updating contract provisions to align with State and Federal requirements
2. Providing an updated Fee Schedule that aligns with present market conditions for trucking and regional debris removal activities.

Requested Action

As soon as practical; the Town adopt the North Carolina Contract Amendment as the Activating Entity.
The State of North Carolina established the contract for statewide use with Activating Entities (Villages, Towns, Counties, State Agencies, etc.) implementing the contract by issuing a Notice to Proceed. The State of North Carolina has communicated to SDR the necessity for Activating Entities to implement this Contract Amendment.

Reference:

- Attached proposed local Contract Amendment including Contract 19-IFB-015120-DAD Contract Amendment 001.
- Bob Barker; State of NC Debris Specialist; bob.barker@ncdps.gov; 919.825.2360
- Joe Stanton; Deputy Director/Recovery; joe.stanton@ncdps.gov; 919.218.6325

Contract Amendment #001

This Contract Amendment, made and entered into this 24th day of February, 2025, by and between ***Town of Weaverville, NC,*** hereinafter termed the "Owner", and ***Southern Disaster Recovery, LLC (SDR),*** hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed;

WHEREAS, due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price-only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts;

WHEREAS, the State of North Carolina has provided a Contract Amendment to SDR on January 30, 2025, updating the Federal/State contract provisions and Fee Schedule in the interest of maintaining Federal and State contract compliance and increasing the pace of disaster debris removal;

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Adoption of the State of North Carolina Contract (19-IFB-015120-DAD) Addendum (Attachment A) effective upon the date of adoption.

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

TOWN OF WEAVERVILLE, NC	**SOUTHERN DISASTER RECOVERY, LLC**
By: _____	By: _____
David Scott Harris	
Title: **Town Manager**	Title: _____
Date: _____	Date: _____

AMENDMENT NUMBER 1
State of North Carolina Department of Public Safety
NC Emergency Management
AND
Southern Disaster Recovery
IFB No. 19-IFB-015120-DAD

This Amendment # 1 ("Amendment") is entered by and between the North Carolina Department of Public Safety ("Agency") and Southern Disaster Recovery ("Contractor"), collectively known as "the Parties."

Whereas, the Parties agree that they entered into Contract 19-IFB-015120-DAD on September 24, 2020 (contract ending July 31, 2025 per extension) to implement/deliver debris hauling services with a cost not to exceed $4,500,000.00;

Whereas, due to the unforeseen large-scale damage caused by Hurricane Helene and emergency and exigent circumstances created as a result, the Division of Emergency Management is requesting a price-only adjustment to contract 19-IFB-015120-DAD from State Purchase and Contracts.

The Parties hereby agree to amend the Contract as follows:

1. To add $50,000,000.00 for additional debris hauling services as per Item 2, (Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of Way) and hauled to DMS/TDSRS or other disposal sites, for an increased cost of $24.90.

2. The cost of this Amendment # 1 is not to exceed $50,000,000.00. The Total Contract Cost upon execution of Amendment #1 is $54,500,000.00, for a new cumulative contract value of $54,500,000.00.

3. Updates have also been made to State and Federal Terms and Conditions so that they align with current state and federal laws.

ITEM	DESCRIPTION OF WORK	COST	UNIT
1	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Debris Management Sites (DMS/TDSRS) or other disposal sites (NOTE 1 & 7)	$ 17.50	/CY
2	Vegetative and/or C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to DMS/TDSRS or other disposal sites (NOTE 1 & 7)	$ 21.75	/CY
3	Vegetative and/or C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 2, 3 & 7)	$ 17.75 $ 163.00	/CY /TON
4	Vegetative and/or C&D Debris Removal from Debris Management Sites (DMS/TDSRS) and Hauling to Final Disposal Site (NOTES 2, 3 & 7)	$ 12.25 $ 143.00	/CY /TON
5	Management of DMS/TDSRS (NOTE 4)	$ 2.50	/CY
6	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 5.00	/CY
7	Grinding, reduction, compaction, or consolidation of C&D debris at DMS/TSDSRS	7a $ 6.00 7b $ 1.75	/CY
8	Processing (Open Burning) of Vegetative Debris at DMS/TDSRS or Final Disposal	$ 2.75	/CY
9	Processing Burning of Vegetative debris using air curtain incinerators at DMS/TDSRS or final disposal	$ 3.90	/CY
10	Pick Up and Haul of White Goods to an Approved Disposal Site Activating Entities area	$ 1.00	/LB
11	Pick Up and Disposal of Hazardous Material	$4.00	/LB
12	Freon Management and Recycling	$ 31.00	/UNIT
13	Biowaste transportation and disposal	$ 8.50	/LB
	Extraction of hazardous stumps resulting from trees growing on the right of way & Hauling to Final Disposal Site (NOTE 5)		
14	24-inch diameter to 47.99-inch diameter measured 24" above ground	$ 375.00	/STUMP
15	48-inch diameter and greater	$ 525.00	/STUMP
	Removal of Boulders		
16	Removal of hazardous boulders from 18" – 35.99" in diameter	$ 65.00	EACH
17	Removal of hazardous boulders more than 36" in diameter	$ 105.00	EACH
	Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 1 – 9		
18	Removal of hazardous hanging limbs 2 inches or more at point of break	$ 102.00	/TREE
19	Removal of hazardous standing trees 6" – 12.99" in diameter (NOTE 8)	$ 95.00	EACH

20	Removal of hazardous standing trees 13" – 24.99" in diameter (NOTE 8)	$225.00	EACH
21	Removal of hazardous standing trees 25" – 36.99" in diameter (NOTE 8)	$350.00	EACH
22	Removal of hazardous standing trees 37" – 48.99" in diameter (NOTE 8)	$525.00	EACH
23	Removal of hazardous standing trees more than 49" in diameter (NOTE 8)	$650.00	EACH
Marine Debris Removal			
24	Canal, waterway and ditch clearing	$ 30.25	/LF
25	Bays and other open waters	$ 245.00	/ACRE
26	Marine vessel and other land vehicle removal	$ 45.00	/LF
The following items shall be billed on a time and material basis.			
27	Emergency Road Clearance	See Attachment II	

NOTES:

1. This price assumes that DMS/TDSRS's, final disposal site or other approved disposal sites are within 45 miles. For distances, over 45 miles but less than 150 miles add __$5.00____ per cubic yard.
2. This price assumes final disposal is within 150 miles. For distances, over 150 miles but less than 300 miles add _ $8.00__ per cubic yard.
3. If scales are available at the final disposal site /TON cost will be used in lieu of /CY. The Vendor pays tipping fee at final disposal site(s) and bills the Activating Entity at cost.
4. Includes management of site remediation to include but not limited to pre and post use soil and water testing.
5. Boulders are defined for these purposes as any rock fragment with a size equal to or greater than 18 inches in diameter at its greatest point.
6. All stumps placed on the right of way by citizens will be converted to cubic yards using guidance provided in FEMA 325 (FEMA Public Assistance Debris Management Guide). Once converted amounts will be charged using item 1-4 rates as appropriate.
7. Invoices to be based on incoming and/or outgoing load tickets.
8. Measured at 4.5 feet above ground.
9. Items 1-24 include all personnel cost needed to deliver the service to include lodging and meals. Pricing will be adjusted for option year awards using a % equal to the % change (+/-) in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.
10. Private property debris removal (right of entry work) upon private property, if authorized by FEMA, will be done according to the rates listed herein. Vendor shall engage in PPDR work only with a written right of entry and hold harmless document executed by the private property owner and upon the written approval of the Activating Entity.

ITEM DESCRIPTION (or equivalent)	Proposed Hourly Rate	
JD 544 Wheel Loader with debris grapple	$145.00	
JD 644 Wheel Loader with debris grapple	$165.00	
Extendaboom Forklift with debris grapple	$128.00	
753 Bobcat Skid Steer Loader with debris grapple	$115.00	
753 Bobcat Skid Steer Loader with bucket	$115.00	
753 Bobcat Skid Steer Loader with street sweeper	$118.00	
30-50 H Farm Tractor with box blade or rake	$45.00	
2 – 2 ½ cu. yd. Articulated Loader with bucket	$145.00	
3 – 4 cu. yd. Articulated Loader with bucket	$165.00	
JD 648E Log Skidder	$210.00	
CAT D4 Dozer	$97.00	
CAT D5 Dozer	$124.00	
CAT D6 Dozer	$142.00	
CAT D7 Dozer	$175.00	
CAT D8 Dozer	$195.00	
CAT 125 – 140 HP Motor Grader	$135.00	
JD 690 Trackhoe with debris grapple	$165.00	
JD 690 Trackhoe with bucket and thumb	$162.00	
Rubber Tired Trackhoe with debris grapple	$165.00	
Rubber Tired Excavator with debris grapple	$162.00	
JD 310 Rubber Tired Backhoe with bucket and hoe	$89.00	
210 Prentiss Knuckleboom with debris grapple	$185.00	
CAT 623 Self-Loader Scraper	$135.00	
Hand-Fed Debris Chipper	$85.00	
300 – 400 HP Tub Grinder	$230.00	
800 – 1000 HP Tub Grinder	$290.00	
30 Ton Crane	$115.00	
50 Ton Crane	$180.00	
100 Ton Crane	$225.00	
40 – 60' Bucket Truck	$195.00	
Greater than 60' Bucket Truck	$220.00	
Fuel/Service Truck	$79.00	
Water Truck	$67.00	
Portable Light Plant	$42.00	
Equipment Transports	$115.00	
Lowboy Trailer with Tractor	$151.00	
Flatbed Truck	$56.00	
½ ton Pickup Truck	$36.00	
¾ ton Pickup Truck	$42.00	
1-ton Pickup Truck	$48.00	
Off road truck	$165.00	

Self-Loading Dump Truck with debris grapple	95	
Single Axel Dump Truck, 5 – 12 cu. yd.	$125.00	
Tandem Axle Dump Truck, 16 – 20 cu. yd.	$175.00	
Tandem Axle Dump Truck, 21 – 30 cu. yd.	$205.00	
Tandem Axle Dump Truck, 31 – 50 cu. yd.	$245.00	
Tandem Axle Dump Truck, 51 – 80 cu. yd.	$275.00	
Power Screen	$310.00	
Stacking Conveyor	$55.00	
Chainsaw (without operator)	$2.00	
Air Curtain Incinerator, self-contained	$24.00	
Temporary Office Trailer	$6.00	
Mobile Command and Communications Trailer	$12.00	
Generators from 10KW to 30KW	$18.00	
PERSONNEL DESCRIPTION	**Hourly Rate**	
Operations Manager	$67.00	
Superintendent	$61.00	
Foreman	$45.00	
Safety Officer/Quality Control Inspector	$64.00	
Laborer & Traffic Control Flag person	$35.00	
Documentation Clerk	$50.00	
Time Keeper	$30.00	
HAZMAT Operator	$93.00	
HAZMAT Technician	$115.00	
Household HAZMAT Inspection and Removal Crew	$315.00	
Skilled Sawman	$42.00	
Crew Foreman with cell phone	$45.00	
Tree Climber	$92.00	
MATERIAL DESCRIPTION	**/YARD**	
Fill dirt for stump holes – installed (includes purchase, placement and shaping)	$ 12.00	

ATTACHMENT C: NORTH CAROLINA GENERAL TERMS & CONDITIONS

1. **PERFORMANCE**

   a) It is anticipated that the tasks and duties undertaken by the Vendor under the contract which results from the State solicitation in this matter (Contract) shall include Services, and/or the manufacturing, furnishing, or development of goods and other tangible features or components, as deliverables.

   b) Except as provided herein, and unless otherwise mutually agreed in writing prior to award, any deliverables not subject to an agreed Vendor license and provided by Vendor in performance of this Contract shall be and remain property of the State. During performance, Vendor may provide proprietary components as part of the deliverables that are identified in this Contract. Vendor grants the State a personal, permanent, non-transferable license to use such proprietary components of the deliverables and other functionalities, as provided under this Contract. Any technical and business information owned by Vendor or its suppliers or licensors made accessible or furnished to the State shall be and remain the property of the Vendor or such other party, respectively. Vendor agrees to perform under the Contract in at least the same or similar manner provided to comparable users and customers. The State shall notify the Vendor of any defects or deficiencies in performance or failure of deliverables to conform to the standards and specifications provided in this Contract. Vendor agrees to timely remedy defective performance or any nonconforming deliverables on its own or upon such notice provided by the State.

   c) In Vendor has a limited, non-exclusive license to access and use State Data provided to Vendor, but solely for performing its obligations under and during this Agreement and in confidence as further provided for herein or by law.

   d) Vendor or its suppliers, as specified and agreed in the Contract, shall provide support assistance to the State related to all Services performed or other deliverables procured hereunder during the State's normal business hours. Vendor warrants that its support, customer service, and assistance will be performed at a minimum in accordance with generally accepted and applicable industry standards.

   e) The State may document and take into account in awarding or renewing future procurement contracts the general reputation, performance and performance capabilities of the Vendor under this Contract as provided by G.S. 143-52 and 143-135.9 (a) and (b) (Best Value).

2. **DEFAULT AND TERMINATION:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered prior to acceptance, it shall be the responsibility of the Vendor to notify the Contract Lead at once, in writing, indicating the specific regulation which required such alternations. The State reserves the right to accept any such alternations, including any price adjustments occasioned thereby, or to cancel the Contract.

   a) In the event of default by the Vendor, the State may, as provided by NC law, procure goods and services necessary to complete performance hereunder from other sources and hold the Vendor

responsible for any excess cost occasioned thereby. See, G.S. 25-2-712. In addition, and in the event of default by the Vendor under the Contract, or upon the Vendor filing a petition for bankruptcy or the entering of a judgment of bankruptcy by or against the Vendor, the State may immediately cease doing business with the Vendor, terminate the Contract for cause, and take action to recover relevant damages, and if permitted by applicable law, debar the Vendor from doing future business with the State. 01 NCAC 05B.1520.

b) If, through any cause, Vendor shall fail to fulfill in a timely and proper manner the obligations under the Contract, including, without limitation, in these North Carolina General Terms and Conditions, the State shall have the right to terminate the Contract by giving thirty days written notice to the Vendor and specifying the effective date thereof. In that event, any or all finished or unfinished deliverables that are prepared by the Vendor under the Contract shall, at the option of the State, become the property of the State (and under any applicable Vendor license to the extent necessary for the State to use such property), and the Vendor shall be entitled to receive just and equitable compensation for any acceptable deliverable completed (or partially completed at the State's option) as to which such option is exercised. Notwithstanding, Vendor shall not be relieved of liability to the State for damages sustained by the State by virtue of any breach of the Contract, and the State may withhold any payment due the Vendor for the purpose of setoff until such time as the exact amount of damages due the State from such breach can be determined. The State, if insecure as to receiving proper performance or provision of goods deliverables, or if documented Vendor Services performance issues exist, under this Contract, may require at any time a performance bond or other alternative performance guarantees from a Vendor without expense to the State as provided by applicable law. G.S. 143-52(a); 01 NCAC 05B.1521; G.S. 25-2-609.

c) If this Contract contemplates deliveries or performance over a period of time, the State may terminate this Contract for convenience at any time by providing 60 days' notice in writing from the State to the Vendor. In that event, any or all finished or unfinished deliverables prepared by the Vendor under this Contract shall, at the option of the State, become its property, and under any applicable Vendor license to the extent necessary for the State to use such property. If the Contract is terminated by the State for convenience, the State shall pay for those items or Services for which such option is exercised, less any payment or compensation previously made.

3. **INTERPRETATION, CONFLICT OF TERMS:**

a) The definitions in the Instructions to Vendors in the relevant solicitation for this Contract, and in 01 NCAC 05A.0112 are specifically incorporated herein.

b) If federal funds are involved in the transactions under this Contract, the Vendor shall comply with all applicable state and federal requirements and laws, except where State requirements are more restrictive. See the additional federal requirements included in the "Federal Funds Provisions" section below.

c) "Purchasing Agency" herein is as defined in 01 NCAC 05A.0112, except that if this Contract has been entered into by the NC Department of Administration, Division of Purchase and Contract

(P&C) as indicated in the Contract (e.g., a State Term Contract), then P&C will then be a Purchasing Agency for the purposes herein and in the Federal Funds Provisions, below.

d) Contracts made in contravention of General Statutes, Chapter 143, Article 3 and the Rules in 05 NCAC Chapter 5, are void. G.S. 143-58.

e) In cases of conflict between specific provisions in this Contract and any other referenced documents, the Order of Precedence shall be (high to low) (1) any special terms and conditions specific to this Contract, including any negotiated terms; (2) requirements, specifications and administrative terms; (3) these NORTH CAROLINA GENERAL TERMS AND CONDITIONS, including the Federal Funds Provisions; (4) Definitions and other provisions in INSTRUCTIONS TO VENDORS in this solicitation, which is specifically incorporated in this Contract; (5) PRICING, and (6) Vendor's Bid, to the extent specifically and mutually incorporated into this Contract.

f) In the event of conflict of terms between applicable provisions of the Federal Funds Provisions and the other provisions of these North Carolina General Contract Terms and Conditions, the more restrictive provision will govern.

4. **GOVERNMENTAL RESTRICTIONS:** In the event any Governmental restrictions are imposed which necessitate alteration of the goods, material, quality, workmanship, or performance of the Services offered, prior to acceptance, it shall be the responsibility of the Vendor to notify the State Contract Lead or Administrator indicated in the Contract at once, in writing, indicating the specific regulation which requires such alterations. The State reserves the right to accept any such alterations, including any price adjustments occasioned thereby, or to cancel the Contract.

5. **AVAILABILITY OF FUNDS:** Any and all payments to the Vendor shall be dependent upon and subject to the availability of funds appropriated or allocated to the agency for the purpose set forth in the Contract.

6. **TAXES:** Any applicable taxes shall be invoiced as a separate item

a) G.S. 143-59.1 bars the Secretary of Administration from entering into Contracts with Vendors if the Vendor or its affiliates meet one of the conditions of G.S. 105-164.8(b) and refuses to collect use tax on sales of tangible personal property to purchasers in North Carolina. Conditions under G.S. 105-164.8(b) include: (1) Maintenance of a retail establishment or office, (2) Presence of representatives in the State that solicit sales or transact business on behalf of the Vendor and (3) Systematic exploitation of the market by media-assisted, media-facilitated, or media-solicited means. By execution of the bid document the Vendor certifies that it and all of its affiliates, (if it has affiliates), collect(s) the appropriate taxes.

b) The agency(ies) participating in the Contract are exempt from Federal Taxes, such as excise and transportation. Exemption forms submitted by the Vendor will be executed and returned by the using agency.

c) Prices offered are not to include any personal property taxes, nor any sales or use tax (or fees) unless required by the North Carolina Department of Revenue.

7. **SITUS AND GOVERNING LAW:**

a) This Contract is made under and shall be governed by and construed in accordance with the laws of the State of North Carolina, including, without limitation, the relevant provisions of G.S. Chapter 143, Article 3, and the Rules in 01 NCAC Chapter 05, and any applicable successor provisions, without regard to its conflict of laws rules, and within which State all matters, whether sounding in Contract, tort or otherwise, relating to its validity, construction, interpretation and enforcement shall be determined. G.S. 22B-3.

b) Vendor shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with the Contract, including those of federal, state, and local agencies having jurisdiction and/or authority, and including, without limitation, the applicable requirements in the Federal Funds Provisions, below.

c) Non-resident Vendor corporations not formed under NC law must be domesticated in the Office of the NC Secretary of State in order to contract with the State of North Carolina. G.S. 55A-15-01.

8. **NON-DISCRIMNATION COMPLIANCE:**

Wholly State Funded Contracts.

a) The Vendor will take affirmative action in complying with all State requirements and laws concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability or rights, such as preserved by Governor Roy Cooper Order E.O. 24 or 25, and will take necessary action to ensure that its internal employee policies and procedures are consistent with Executive Order #82 (Roy Cooper, December 6, 2018), which extends workplace protections and accommodations to pregnant employees.

b) Federal Law, such as the following, applies as provided for therein: Titles VI and VII of the Civil Rights Act of 1964 (PL 88-352), and the regulations issued pursuant thereto (prohibiting discrimination on the basis race, color, national origin and ensuring that individuals are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age); Title IX of the Education Amendments of 1972 (codified as amended at 20 U.S.C. § 1681 et seq.) (prohibiting discrimination on the basis of sex); Titles I, II, III, IV, and V of the Americans with Disability Act of 1990 (prohibiting discrimination on the basis of disability); Section 504 of the Rehabilitation Act of 1973 (codified as amended at 29 U.S.C. § 794) (prohibiting discrimination on the basis of handicap); the Age Discrimination Act of 1975 (codified as amended at 42 U.S.C. § 6101 et seq.) (prohibiting age discrimination); Executive Order 11063 as amended by Executive Order 2259; and Section 109 of the Housing and Community Development Act of 1974, as amended.

Contracts Partially or Wholly Federally Funded.

To the extent federal funding is involved in this procurement, in whole or in part, compliance with the following is required:

c)The Vendor shall comply with all Federal Funds Provisions requirements (below) and not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading,

demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. The Vendor shall, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

d) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

e) The Vendor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Vendor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

f) The Vendor shall comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

g) The Vendor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

h) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

i) The Vendor shall include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding

upon each subcontractor or vendor. The Vendor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Vendor (or herein "applicant," as applicable in context within these Federal Funds Provisions) becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

j) The Vendor further agrees that it shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the Vendor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract.

k) The Vendor agrees that it shall assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

l) The Vendor further agrees that it shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a Vendor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Vendor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part any relevant grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Vendor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such Vendor; and refer the case to the Department of Justice for appropriate legal proceedings.

9. **PAYMENT TERMS:** Payment terms are net not later than 30 days after receipt of a correct invoice or acceptance of goods, whichever is later. The Procuring Agency is responsible for all payments to the Vendor under the Contract. Payment by some agencies may be made by procurement card. If the Vendor accepts Visa, MasterCard, etc., from other customers, it shall accept procurement card payment by the State under the terms provided for the procurement card. 01 NCAC 05B.1523. If payment is made by procurement card, then payment for amounts then due may be processed immediately by the Vendor. The State does not agree in advance, in contract, pursuant to Constitutional limitations, to pay costs such as interest, late fees, penalties or attorney's fees. This Contract will not be construed as an agreement by the State to pay such costs and will be paid only as ordered by a court of competent jurisdiction.

10. **CONDITION AND PACKAGING:** Unless otherwise expressly provided by special terms and conditions or specifications in the Contract or by express, specific federal law or rule, it is understood and agreed that any item offered or shipped has not been sold or used for any purpose, is newly manufactured, and shall be in first class condition. All containers/packaging shall be suitable for handling, storage or shipment.

11. **INTELLECTUAL PROPERTY WARRANTY AND INDEMNITY:** Vendor shall hold and save the State, its officers, agents and employees, harmless from liability of any kind, including costs and expenses, resulting from infringement of the rights of any third party in any Services or copyrighted material, patented or patent-pending invention, article, device or appliance delivered in connection with the Contract.

    a) Vendor warrants to the best of its knowledge that:

        i. Performance under the Contract does not infringe upon any intellectual property rights of any third party; and

        ii. There are no actual or threatened actions arising from, or alleged under, any intellectual property rights of any third party.

    b) Should any deliverables supplied by Vendor become the subject of a claim of infringement of a patent, copyright, trademark or a trade secret in the United States, the Vendor, shall at its option and expense, either procure for the State the right to continue using the deliverables, or replace or modify the same to become non-infringing. If neither of these options can reasonably be taken in Vendor's judgment, or if further use shall be prevented by injunction, the Vendor agrees to cease provision of any affected deliverables and refund any sums the State has paid Vendor for such deliverables and make every reasonable effort to assist the State in procuring substitute deliverables. If, in the sole opinion of the State, the cessation of use by the State of any such deliverables due to infringement issues makes the retention of other items acquired from the Vendor under this Agreement impractical, the State shall then have the option of terminating the Agreement, or applicable portions thereof, without penalty or termination charge; and Vendor agrees to refund any sums the State paid for unused Services or other deliverables.

    c) The Vendor, at its own expense, shall defend any action brought against the State to the extent that such action is based upon a claim that the deliverables supplied by the Vendor, their use or operation, infringe on a patent, copyright, trademark or violate a trade secret in the United States. The Vendor shall pay those costs and damages finally awarded or agreed in a settlement against the State in any such action. Such defense and payment shall be conditioned on the following:

        i. hat the Vendor shall be notified within a reasonable time in writing by the State of any such claim; and

        ii. That the Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise provided, however, that the State shall have the option to participate in such action at its own expense.

    d) Vendor will not be required to defend or indemnify the State to the extent any claim by a third party against the State for infringement or misappropriation results solely from the State's

material alteration of any Vendor-branded deliverables or Services, or from the continued use of the Services or other deliverables after receiving written notice from the Vendor of the claimed infringement.

12. **ADVERTISING:** Vendor agrees not to use the existence of the Contract or the name of the State of North Carolina as part of any commercial advertising or marketing of products or Services except as provided in 01 NCAC 05B.1516. A Vendor may inquire whether the State is willing to be included on a listing of its existing customers.

13. **ACCESS TO PERSONS AND RECORDS:**

a) During, and after the term hereof during the relevant period required for retention of records by State law (G.S. 121-5, 132-1 et seq., typically five years), the State Auditor and any Purchasing Agency's internal auditors shall have access to persons and records related to the Contract to verify accounts and data affecting fees or performance under the Contract, as provided in G.S. 143-49(9). However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of such retention of records period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the record retentions period, whichever is later.

b) The following entities may audit the records of this contract during and after the term of the contract to verify accounts and data affecting fees or performance:

1. The State Auditor.
2. The internal auditors of the affected department, agency or institution.
3. The Joint Legislative Commission on Governmental Operations and legislative employees whose primary responsibility is to provide professional or administrative services to the Commission.

c) The Joint Legislative Commission on Governmental Operations has the authority to:

1. Study the efficiency, economy and effectiveness of any non-State entity receiving public funds.
2. Evaluate the implementation of public policies, as articulated by enacted law, administrative rule, executive order, policy, or local ordinance, by any non-State entity receiving public funds.

3. Investigate possible instances of misfeasance, malfeasance, nonfeasance, mismanagement, waste, abuse, or illegal conduct by officers and employees of a non-State entity receiving, directly or indirectly, public funds, as it relates to the officer's or employee's responsibilities regarding the receipt of public funds.

4. Receive reports as required by law or as requested by the Commission. 5. Access and review

a. Any documents or records related to any contract awarded by a State agency, including the documents and records of the contractor, that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance; and

b. Any records related to any subcontract of a contract awarded by a State agency that is utilized to fulfill the contract, including, but not limited to (i) records related to the drafting and approval of the subcontract, and (ii) documents and records of the contractor or subcontractor that the Commission determines will assist in verifying accounts or will contain data affecting fees or performance.

d) The Joint Legislative Commission on Governmental Operations has the power to:

1. Compel access to any document or system of records held by a non-State entity receiving, directly or indirectly, public funds, to the extent the documents relate to the receipt, purpose or implementation of a program or service paid for with public funds.
2. Compel attendance of any officer or employee of any non-State entity receiving public funds, provided the officer or employee is responsible for implementing a program or providing a service paid for with public funds.

e) Unless prohibited by federal law, the Commission and Commission staff in the discharge of their duties under this Article shall be provided access to any building or facility owned or leased by a non-State entity receiving public funds provided (i) the building or facility is used to implement a program or provide a service paid for with public funds and (ii) the access is reasonably related to the receipt, purpose, or implementation of a program or service paid for with public funds.

f) Any confidential information obtained by the Commission shall remain confidential and is not a public record as defined in G.S. 132-1.

g) Any document or information obtained or produced by Commission staff in furtherance of staff's duties to the Commission is confidential and is not a public record as defined in G.S. 132-1.

h) A person who conceals, falsifies, or refuses to provide to the Commission any document, information, or access to any building or facility as required by this Article with the intent to mislead, impede, or interfere with the Commission's discharge of its duties under this Article shall be guilty of a Class 2 misdemeanor.

14. **ASSIGNMENT OR DELEGATION OF DUTIES:**

a) As a convenience to the Vendor, the State may include any person or entity designated by the Vendor in writing as a joint payee on the Vendor's payment check. In no event shall such approval and action obligate the State to anyone other than the Vendor.

b) If Vendor requests any assignment, or delegation of duties, the Vendor shall remain responsible for fulfillment of all Contract obligations. Upon written request, the State may, in its unfettered discretion, approve an assignment or delegation to another responsible entity acceptable to the State, such as the surviving entity of a merger, acquisition or a corporate reorganization if made as part of the transfer of all or substantially all of the Vendor's assets. 01 NCAC 05B.1507. Any purported assignment or delegation made in violation of this provision shall be void and a material breach of the Contract. G.S. 143-58.

15. **INSURANCE:** This section provides minimum insurance coverage rates that are applicable to most moderate risk solicitations. Agency Risk Analysis will determine if higher insurance coverage amounts are needed based on the likelihood and severity of exposure to the State. The analysis is documented in writing in the official file and considers the following non-exclusive factors: (1) Potential for damage to State property or property of a third party, (2) Potential for bodily injury to State employees or third parties, (3) Whether Vendor will transport State property, clients, or employees, (4) Use of a vehicle to accomplish the work or to travel to or from State locations, (5) Anticipated physical contacts of the Vendor with the State, (6) Anticipated number and activity of Vendor personnel within the State, and (7) Any other unique considerations that could result in harm, bodily injury, or property damage. The Purchasing Agency has specified elsewhere in this Contract any increase in the minimum insurance coverage requirements below if the risk from the above factors is high.

a) **REQUIREMENTS -** Providing and maintaining adequate insurance coverage is a material obligation of the Vendor and is of the essence of the Contract. All such insurance shall meet all laws of the State of North Carolina. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the NC Commissioner of Insurance to do business in North Carolina. The Vendor shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any such insurance policies, except as they may conflict with existing North Carolina laws or the Contract. The limits of coverage under each insurance policy maintained by the Vendor shall not be interpreted as limiting the Vendor's liability and obligations or the indemnification requirements under the Contract. As provided above, a State agency is authorized, upon written evaluation and substantiation in the official file of the significant risk of bodily injury and/or property or other damage in the contract, to require and enforce higher coverage limits to mitigate the potential risk of liability to the State.

b) **COVERAGE -** During the term of the Contract, the Vendor at its sole cost and expense shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. At a minimum, the Vendor shall provide and maintain the following coverage and limits, subject to higher requirements by an agency after the risk analysis indicated above:

   i. For Small Purchases as defined under North Carolina Administrative Code 01 NCAC 05A.0112 (35) and 05B.0301 (1), the minimum applicable insurance requirements for Worker's Compensation and Automobile Liability will apply as required by North Carolina law. The Purchasing Agency may require Commercial General Liability coverage consistent with the assessed risks involved in the procurement.

   ii. For Contracts valued in excess of the Small Purchase threshold, but up to $1,000,000.00 the following limits shall apply:

      1. Worker's Compensation - The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $250,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

      2. Commercial General Liability - General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $500,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

      3. Automobile - Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $250,000.00 bodily injury and property damage.

iii. For Contracts valued in excess of $1,000,000.00 the following limits shall apply:

1. **Worker's Compensation -** The Vendor shall provide and maintain Worker's Compensation Insurance, as may be required by the laws of North Carolina, as well as employer's liability coverage, with minimum limits of $500,000.00, covering all of Vendor's employees who are engaged in any work under the Contract in North Carolina. If any work is sub-Contracted, the Vendor shall require the sub-contractor to provide the same coverage for any of its employees engaged in any work under the Contract within the State.

2. **Commercial General Liability -** General Liability Coverage on a Comprehensive Broad Form on an occurrence basis in the minimum amount of $1,000,000.00 Combined Single Limit. Defense costs shall be in excess of the limit of liability.

3. **Automobile -** Automobile Liability Insurance, to include liability coverage covering all owned, hired and non-owned vehicles, used within North Carolina in connection with the Contract. The minimum combined single limit shall be $500,000.00 bodily injury and property damage; $500,000.00 uninsured/under insured motorist; and $5,000.00 medical payment.

16. **GENERAL INDEMNITY**:

a) The Vendor shall indemnify, defend and hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, Services, materials, or supplies in connection with the performance of the Contract, and also from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the Vendor in the performance of the Contract that are attributable to the negligence or intentionally tortious acts of the Vendor, provided that the Vendor is notified in writing within 30 days from the date that the State has knowledge of such claims.

b) The Vendor, at its own expense shall defend any action brought against the State, under this section. The Vendor shall have the sole control of the defense of any action on such claim and all negotiations for its settlement or compromise, provided, however, that the State shall have the option to participate in such action at its own expense.

c) The Vendor represents and warrants that it shall make no claim of any kind or nature against the State's agents who are involved in the delivery or processing of Vendor deliverables or Services as part of this Contract with the State.

d) As part of this provision for General indemnity, if federal funds are involved in this procurement, the Vendor warrants that it will comply with all relevant and applicable federal requirements and laws, and will indemnify, defend and hold and save the State harmless from any claims or losses resulting to the State from the Vendor's noncompliance with such federal requirements or law in the performance of this Contract. The representations and warranties in the preceding two sentences shall survive the termination or expiration of the Contract.

e) The State does not participate in indemnification due to Constitutional restrictions, or arbitration, which effectively and unacceptably waives jury trial. See, G.S. 22B-3, -10.

17. **ELECTRONIC PROCUREMENT**: (G.S. 143-48.3)

GENERALLY APPLICABLE TO GOODS AND SERVICES PURCHASES:

a) Purchasing shall be conducted through the Statewide E-Procurement Service. The State's third-party agent shall serve as the Supplier Manager for this E-Procurement Service. The Vendor shall register for the Statewide E-Procurement Service within two (2) business days of notification of award in order to receive an electronic purchase order resulting from award of this Contract.

b) The Supplier Manager will capture an order from a State approved user, including the shipping and payment information, and submit the order in accordance with E-Procurement Service procedures. Subsequently, the Supplier Manager will send those orders to the appropriate Vendor on State Contract. The State or State-approved user, not the Supplier Manager, shall be responsible for the solicitation, bids received, evaluation of bids received, award of Contract, and the payment for goods delivered.

c) Vendor shall at all times maintain the confidentiality of its username and password for the Statewide E-Procurement Services. Vendor shall be responsible for all activity and all charges by its agents or employees. Vendor agrees not to permit a third party to use its E-Procurement Services account. If there is a breach of security through the Vendor's account, Vendor shall immediately change its password and notify the Supplier Manager of the security breach by email. Vendor shall cooperate with the State and the Supplier Manager to mitigate and correct any security breach.

18. **SUBCONTRACTING**: Performance under the Contract by the Vendor shall not be subcontracted without prior written approval of the State's assigned Contract Lead. Unless otherwise agreed in writing, acceptance of a Vendor's bid shall include approval to use the subcontractor(s) that have been specified there in.

19. **CONFIDENTIALITY:** Vendor information that cannot be shown to be, e.g., a trade secret, may be subject to public disclosure under the terms of the State Public Records Act (SPRA), beginning at G.S. 132.1. Blanket assertions of confidentiality are not favored, but confidentiality of specific material meeting one or more exceptions in the SPRA will be honored. Vendors are notified that if the confidentiality of material is challenged by other parties, the Vendor has the responsibility of defending the assertion of confidentiality. G.S. 143-52(a).

20. **CARE OF STATE DATA AND PROPERTY:** Any State property, information, data, instruments, documents, studies or reports given to or prepared or assembled by or provided to the Vendor under the Contract shall be kept as confidential, used only for the purpose(s) required to perform the Contract and not divulged or made available to any individual or organization without the prior written approval of the State.

    The State's data and property in the hands of the Vendor shall be protected from unauthorized disclosure, loss, damage, destruction by a natural event or another eventuality. The Vendor agrees to reimburse the

State for loss or damage of State property while in Vendor's custody. Such State Data shall be returned to the State in a form acceptable to the State upon the termination or expiration of this Agreement. The Vendor shall notify the State of any security breaches within 24 hours as required by G.S. 143B1379. For further information, see, G.S. 75-60 et seq. Notice is given to the Vendor that the NC Department of Information Technology (DIT) has requirements relating to the security of the State network, and rules relating to the use of the State network, IT software and equipment, that the Vendor must comply with, as applicable. See, e.g., G.S. 143B-1376.

21. **OUTSOURCING:** Any Vendor or subcontractor providing call or contact center services to the State of North Carolina or any of its agencies shall disclose to inbound callers the location from which the call or contact center services are being provided. If, after award of a Contract, and consistent with any applicable NC DIT security provisions, the Contractor wishes to relocate or outsource any portion of performance to a location outside the United States, or to contract with a subcontractor for any such performance, which subcontractor and nature of the work has not previously been disclosed to the State in writing, prior written approval must be obtained from the State Purchasing Agency. Vendor shall give notice to the Purchasing Agency of any relocation of the Vendor, employees of the Vendor, subcontractors of the Vendor, or other persons providing performance under a State Contract to a location outside of the United States. See, G.S. 143- 59.4.

22. **ENTIRE AGREEMENT:** The Contract (including any documents mutually incorporated specifically therein) resulting from a relevant solicitation represents the entire agreement between the parties and supersedes all prior oral or written statements or agreements. All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the Contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable Federal or State statutes of limitation.

23. **ELECTRONIC RECORDS:** The State will digitize all Vendor responses to the relevant solicitation, if not received electronically, as well as any awarded Contract together with associated procurement related documents. These electronic copies shall constitute a preservation record and shall serve as the official record of this procurement with the same force and effect as the original written documents comprising such record. Any official electronic copy, printout or other output readable by sight shown to reflect such record accurately shall constitute an "original."

24. **AMENDMENTS:** This Contract may be amended only by a written amendment duly executed by the State and the Vendor.

25. **NO WAIVER:** Notwithstanding any other language or provision in the Contract or in any Vendor supplied material, nothing herein is intended nor shall be interpreted as a waiver of any right or remedy otherwise available to the State under applicable law. The waiver by the State of any right or remedy on any one occasion or instance shall not constitute or be interpreted as a waiver of that or any other right or remedy on any other occasion or instance.

26. **FORCE MAJURE**: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations as a result of events beyond its reasonable control, including, without limitation, fire, power failures, any act of war, hostile foreign action, nuclear explosion,

riot, strikes or failures or refusals to perform under subcontracts, civil insurrection, earthquake, hurricane, tornado, other catastrophic epidemic or pandemic, natural event or Act of God.

27. **SOVEREIGN IMMUNITY:** Notwithstanding any other term or provision in the Contract, nothing herein is intended nor shall be interpreted as waiving any claim or defense based on the principle of sovereign immunity or other State or federal constitutional provision or principle that otherwise would be available to the State under applicable law.

28. **FEDERAL FUNDS PROVISIONS:** ***Where federal funds are utilized in connection with this procurement, and to the extent applicable*** **and absent stricter or controlling State provisions, the following federal provisions (in addition to the North Carolina General Terms and Conditions above) may apply consistent with Uniform Guidance in 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, and its Appendix II. Relevant federal authorities may require additional provisions depending on the scope and context of the Contract.** Failure or unwillingness of the Vendor to continually meet any of these requirements, as applicable, may result in Contract termination. Any links to websites not maintained by the State are provided as a courtesy. **Some of these same provisions are contained later in the document under Attachment H: FEMA Rules and Regulations.** The State does not warrant or guarantee the accuracy of the hyperlink or the information contained therein.

    a) **No Governmental Non-Competes**. Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside of the first Term of the Contract. By executing this Contract, the Vendor affirms this condition. This affirmation is a material condition for the State's award of any work under this Contract.

    b) **Program Monitoring**. Vendor agrees to assist and cooperate with the Federal grantor or funding agency and the relevant Purchasing Agency or their duly designated representatives in the monitoring of the project or projects to which this Contract relates, and to provide in form and manner approved by the Purchasing Agency such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.

    c) **Remedies and Termination.** For purposes of this section the State Remedies and Termination provisions above apply as written.

    d) **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).** Compliance with the Contract Work Hours and Safety Standards Act.

        i. *Overtime requirements.* No Vendor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-North Carolina General Terms and Conditions Version Date: 11/2021 Page | 12 half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. §5.5(b)(1) the Vendor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Vendor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. §5.5(b)(1), in the sum of $26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. §5.5(b)(1).

iii. *Withholding for unpaid wages and liquidated damages.* The Purchasing Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Vendor or subcontractor under any such contract or any other Federal contract with the same prime Vendor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Vendor, such sums as may be determined to be necessary to satisfy any liabilities of such Vendor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in 29 C.F.R. §5.5(b)(2).

iv. *Subcontracts.* The Vendor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of 29 C.F.R. §5.5 and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Vendor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 C.F.R. §5.5(b)(2) through (4).

e) **Clean Air Act and The Federal Water Pollution Control Act.**

i. Clean Air Act

1. The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

ii. Federal Water Pollution Control Act

1. The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The Vendor agrees to report each violation to the Purchasing Agency and understands and agrees that the Purchasing Agency will, in turn, report each violation as required to assure notification to the federal agency providing funds hereunder, and the appropriate Environmental Protection Agency Regional Office.

3. The Vendor agrees that these requirements will be included in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance.

f) **Debarment and Suspension.**

i. This Contract, if federal funding is used, is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The Vendor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by a federal agency providing federal funds herein and the Purchasing Agency. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to federal agency providing federal funds herein and the Purchasing Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of the Contract resulting from a relevant solicitation herein. The Vendor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

g) **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)** (as Amended).

i. To the extent applicable, Vendors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that

takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

ii. Required Certification. If applicable, Vendors must sign and submit to the Purchasing Agency the certification. See the latest version of "Certification for Contracts, Grants, Loans, and Cooperative Agreements" found at https://ncadmin.nc.gov/documents/vendor-forms.

h) **Procurement of Recovered Materials.**

i. Unless specified otherwise in the Contract, in the performance of this Contract, the Vendor shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired: • Competitively within a timeframe providing for compliance with the Contract performance schedule; • Meeting Contract performance requirements; or • At a reasonable price.

ii. Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site: https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

iii. The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

i) **Access to Records.** In addition to the North Carolina General Contract Terms & Conditions section entitled "ACCESS TO PERSONS AND RECORDS" included in this Contract, the following access to records requirements apply to this Contract:

i. The Vendor agrees to provide the Purchasing Agency, the Administrator of the federal agency providing funds hereunder, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Vendor which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.

ii. The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

iii. The Vendor agrees to provide the Administrator of the federal agency providing funds hereunder or his authorized representative access to construction or other work sites pertaining to the work being completed under the Contract.

iv. In compliance with the Disaster Recovery Act of 2018, the Purchasing Agency and the Vendor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the Administrator of the federal agency providing funds hereunder or the Comptroller General of the United States.

j) **Modifications to Contract.** Modifications to the Contract are governed by the North Carolina General Contract Terms & Conditions section above entitled **"AMENDMENTS,"** except as approval and signature by any federal official may also be required.

k) **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending matters under the grant for this project have been closed. However, if any audit, litigation, or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

l) **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).

m) **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.

n) **No Obligation by Federal Government.** The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the Contract.

o) **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the Contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, the policies of the federal agency(ies) providing funding, procedures, and directives.

p) **Federal Seals, Logos, and Flags.** In addition to the prohibitions of the North Carolina General Contract Terms & Conditions section above entitled "ADVERTISING," the Vendor shall not use the seal(s), logos, crests, or reproductions of flags of a federal agency providing funding herein, or likenesses of federal agency officials without specific pre-approval of the relevant federal agency.

q) **System for Awards Management.** Vendor shall be responsible to ensure that it has checked the federal System for Awards Management (SAM) https://www.sam.gov/SAM/ and the State Debarred Vendors Listing, https://ncadmin.nc.gov/documents/nc-debarred-vendors to verify that Contractors or sub-Recipients have not been suspended or debarred from doing business with federal or State government.

29. **PREA:** NCDPS is committed to a standard of zero-tolerance pertaining to unduly familiar or sexually abusive behavior either by another juvenile or by staff, volunteer, vendor, contractor, or party. Staff, volunteers, vendors, contractors, or parties are strictly prohibited from engaging in personal dealings or and conduct of a sexual nature with an inmate or juvenile. Conversation and conduct with any inmate or juvenile must be professional at all times. Sexual acts between a juvenile or inmate and staff member will contradict the standards of the Federal Prison Rape Elimination Act of 2003 (PREA). Such acts also may be punishable, at a minimum, as a Class E felony in North Carolina. Under State law, consent of the inmate or

juvenile may not be available as a defense for an individual who is charged criminally based on sexual conduct with the inmate or juvenile. Also, no juvenile or inmate can consent to engage in sexual activity with staff, volunteers, vendors, contractors, or parties. Any contractual facility will comply with national standards to prevent, detect, and respond to PREA (115.12, 212, 312) and permit the Department to monitor this aspect of the contract to ensure compliance with the PREA standards. As a valued partner with NCDPS, it is important to remember that if you become aware of a report of any incidents of unduly familiar or sexually abusive behavior or sexual harassment, you have a duty to report this information immediately to your contact person with the Agency, by email to prea@ncdps.gov, or the DPS Communications office at (800) 368-1985. Also, it may violate State law to sell or give an inmate or juvenile and alcoholic beverages, barbiturates or stimulant drug, or any narcotic, poison, or poisonous substance, except upon the prescription of a physician; and it may violate State law to give an inmate or juvenile any tobacco or tobacco products, alcohol, or cell phones. It may also violate NCDPS policy to convey to or take from any juvenile or inmate any letters, or verbal messages; to convey any weapon or instrument by which to effect an escape, or that will aid in an assault or insurrection; to trade with any inmate for clothing or stolen goods or to sell any inmate any article forbidden by NCDPS policy. By signing this document, you acknowledge that you understand and will abide by this policy as outlined above.

ATTACHMENT G: REQUIRED ELEMENTS FOR UTILIZATION OF FEDERAL FUNDS

To the extent applicable, the following are the requirements that Vendor must agree to in order to be awarded any contract under this solicitation. If Vendor is unwilling to meet any of these requirements, Vendor's submittal shall not be considered.

1. **No Governmental Non-Competes.** Vendor shall not impose or enforce any non-competition agreement upon the employees included in Vendor's bid that would prevent those employees from accepting any offer of employment from the State of North Carolina outside the first Term of the Contract. By executing this RFP, the Vendor affirms this condition, as directed in the Vendor Experience Section 4.4 of this RFP. This affirmation is a material condition for the State's award of any work under this RFP.
2. **Program Monitoring.** Vendor agrees to assist and cooperate with the Federal grantor agency and NCEM or their duly designated representatives in the monitoring of the projects to which this contract relates, and to provide in form and manner approved by NCEM such monitoring reports, progress reports, and the like as may be required and to provide such reports at the times specified.
3. **Remedies.** Remedies for performance and default are governed under Sections 1 and 2 and related sections of the N.C. General Terms & Conditions included in this solicitation and Section 4 of the FEMA Rules and Regulations below.
4. **Termination for Cause.** In addition to Section 2 of the N.C. General Terms & Conditions included in this solicitation, if through any cause, Vendor shall fail to fulfill in a timely or proper manner any obligation under this Contract, or if Vendor shall violate any of the covenants, agreements, or stipulations of The Contract, NCEM shall thereupon have the right to terminate this Contract by giving written notice to Vendor of such termination and specifying the effective date of such termination. Unless a shorter time is determined by NCEM to be necessary, NCEM shall affect termination according to the following procedure:
    a) Notice to Cure. NCEM shall give written notice of the conditions of default, setting for the ground or grounds upon which such default is declared ("Notice to Cure"). The Vendor shall have ten (10) days from receipt of the Notice to Cure or any longer period that is set forth in the Notice to Cure to cure the default.
    b) Notice of Termination. If the conditions set forth in the Notice to Cure are not cured within the period set forth in the Notice to Cure, NCEM may terminate the Contract, in whole or in part. NCEM shall give the Vendor written notice of such termination ("Notice of Termination"), specifying the applicable provision(s) under which the Contract is terminated and the effective date of the termination.
    c) In such event, all finished or unfinished documents, data, studies, and reports prepared by Vendor entitle Vendor's receipt of just and equitable compensation for any satisfactory work completed on such documents. Notwithstanding the above, Vendor shall not be relieved of liability to NCEM for damage sustained to NCEM by virtue of any breach of this Contract by Vendor. NCEM may withhold any payments to Vendor for the purpose of set off until such time as the exact amount of damages due NCEM from Vendor is determined.
5. **Termination for Convenience.** Termination of the Contract for convenience shall be governed by Section 2 of the N.C. General Terms & Conditions included in this solicitation.
6. **Equal Employment Opportunity.** During the performance of this Contract, the contractor agrees as follows:
    a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but are not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation;

and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or change, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

d) The contractor will send each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e) The contractor will comply with all provision of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and shall permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g) In the event of the contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be cancelled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 25, 1965, or by rule, regulations, or orders of the Secretary of Labor, or as otherwise provided by law.

h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

The Applicant further agrees that is shall be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. *Provided*,

that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Applicant agrees that it shall assist the cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Vendors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that is shall furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it shall otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Applicant further agrees that is shall refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Vendors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the cause to the Department of Justice for appropriate legal proceedings.

7. **Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).**
Compliance with the Contract Work Hours and Safety Standards Act.

a) *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in 29 C.F.R. § 5.5(b)(1) the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in 29 C.F.R. § 5.5(b)(1), in the sum of $32 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in 29 C.F.R. § 5.5(b)(1).

c) *Withholding for unpaid wages and liquidated damages.*
    a. *Withholding Process.* NCEM may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Vendor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this paragraph (b) on this contract, any other federal contract with the same prime contractor, or any other federally assisted contract subject to the Contract Work Hours and Safety Standards Act that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the Vendor under this contract, any

other federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both, over claims to those funds by:
    i. A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
    ii. A contracting agency for its reprocurement costs;
    iii. A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
    iv. A contractor's assignee(s);
    v. A contractor's successor(s); or
    vi. A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

d) *Subcontracts.* The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (b)(1) through (5) of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (5). In the event of any violations of these clauses, the prime contractor, and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate

e) *Anti-retaliation.* It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:
    a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
    b. Filing any complaint, initiating, or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
    c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
    d. Informing any other person about their rights under CWHSSA or this part."

Further Compliance with the Contract Work Hours and Safety Standards Act.

(1) The contractor or subcontractor must maintain regular payrolls and other basic records during the course of the work and must preserve them for a period of three years after all the work on the prime contract is completed for all laborers and mechanics, including guards and watchpersons, working on the contract. Such records must contain the name; last known address, telephone number, and email address; and social security number of each such worker; each worker's correct classification(s) of work performed; hourly rates of wages paid; daily and weekly number of hours actually worked; deductions made; and actual wages paid.

(2) Records to be maintained under this provision must be made available by the contractor or subcontractor for inspection, copying, or transcription by authorized representatives of the Department of Homeland Security, the Federal Emergency Management Agency, and the Department of Labor, and

the contractor or subcontractor will permit such representatives to interview workers during working hours on the job.

8. **Clean Air Act and The Federal Water Pollution Control Act.**

Clean Air Act

a) The Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c) The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

a) The Vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
b) The Vendor agrees to report each violation to NCEM and understands and agrees that NCEM will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
c) The Vendor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. **Debarment and Suspension.**

a) This contract is a covered transaction for purposes of 2 C.F.R. part 180 and 2 C.F.R. part 3000. As such, the Vendor is required to verify that none of the Vendor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
b) The Vendor must comply with 2 C.F.R. part 180, subpart C and 2 C.F.R. part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
c) The certification is a material representation of the fact relied upon by NCEM. If it is later determined that the Vendor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to NCEM, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
d) The Vendor agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352)** (as amended).

Vendors that apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. If applicable, Vendors must sign and submit to NCEM the certification regarding lobbying.

11. **Procurement of Recovered Materials.**

a) In the performance of this contract, the Vendor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be

acquired: competitively within a timeframe providing for compliance with the contract performance schedule, meeting contract performance requirements, or at a reasonable price

b) Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines website http://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

c) The Vendor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

12. **Prohibition on Contracting for Covered Telecommunications Equipment or Services.**

a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

b) Prohibitions.

1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug.13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

i. Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

iii. Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

iv. Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

c) Exceptions.

1) This clause does not prohibit contractors from providing—

i. A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

2) By necessary implication and regulation, the prohibitions also do not apply to;

i. Covered telecommunications equipment or services that:

a. Are not used as a substantial or essential component of any system; and

b. Are not used as critical technology of any system

ii. Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

d) *Reporting Requirement.*

1) In the event the contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the contractor is notified of such by a subcontractor at any tier or by any other source, the contractor shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.
2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:
    i. Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
    ii. Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services

e) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

13. **Domestic Preference for Procurements.** As appropriate, and to the extent consistent with law, the contractor should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products. For purposes of this clause: Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
14. **Build American, Buy American Act (BABAA).** Contractors and their subcontractors who apply or bid for an award for an infrastructure project subject to the domestic preference requirement in the Build America, Buy America Act shall file the required certification to (insert name of recipient/subrecipient) with each bid or offer for an infrastructure project, unless a domestic preference requirement is waived by FEMA. Contractors and subcontractors certify that no federal financial assistance funding for infrastructure projects will be provided unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States. BABAA, Pub. L. No. 117-58, §§ 70901-52. Contractors and subcontractors shall also disclose any use of federal financial assistance for infrastructure projects that does not ensure compliance with BABAA domestic preference requirements. Such disclosures shall be forwarded to the recipient who, in turn, will forward the disclosures to FEMA, the federal agency; subrecipients will forward disclosures to the passthrough entity, who will, in turn, forward the disclosures to FEMA. Note that even if the project does not involve construction and only requires project scoping, this requirement must be kept in mind for those programs that are required to be compliant with BABAA including but not limited to BRIC and FMA projects.
15. **Access to Records.** In addition to Section 13 of the N.C. General Terms & Conditions included in this solicitation, the following access to records requirements apply to this contract:
    a) The Vendor agrees to provide NCEM, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents,

papers, and records of the Vendor which are directly pertinent to this contract for the purposes of making audits, examinations, excepts, and transcriptions.

b) The Vendor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

c) The Vendor agrees to provide FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

d) In compliance with the Disaster Recovery Act of 2018, NCEM and the Vendor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator of the Comptroller General of the United States.

16. **Modifications to Contract.** Modifications to the Contract are governed by Section 24 of the N.C. General Terms & Conditions included in this solicitation.
17. **DHS, Seal, Logo, and Flags.** In addition to the prohibitions in Section 28 of the N.C. General Terms & Conditions included in this solicitation, the Vendor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
18. **Compliance with Federal Law, Regulations, and Executive Orders.** This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
19. **No Obligation by Federal Government.** The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, Vendor, or any other party pertaining to any matter resulting from the contract.
20. **Program Fraud and False or Fraudulent Statements or Related Acts.** Vendor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the Contract.
21. **Socioeconomic Contracting.** The Vendor is encouraged to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)- (5) to ensure small businesses, minority businesses, women's business enterprises, veteranowned businesses, and labor surplus area firms are considered when possible."
22. **Build America, Buy America Act (BABAA) for Architectural and/or Engineering Contracts.** Contractors and subcontractors agree to incorporate the Buy America Preference into planning and design when providing architectural and/or engineering professional services for infrastructure projects. Consistent with the Build America, Buy America Act (BABAA) Pub. L. 117- 58 §§ 70901-52, no federal financial assistance funding for infrastructure projects will be used unless all the iron, steel, manufactured projects, and construction materials used in the project are produced in the United States.
23. **Providing Good, Safe Jobs to Workers.** Pursuant to FEMA Information Bulletin No. 520, the contractor will comply with all applicable federal labor and employment laws. To maximize cost efficiency and quality of work, the contractor commits to strong labor standards and protections for the project workforce by creating an effective plan for ensuring high-quality jobs and complying with federal labor and employment laws. The contractor acknowledges applicable minimum wage, overtime, prevailing wage, and health and safety requirements, and will incorporate Good Jobs Principles wherever appropriate and to the greatest extent practicable
24. **Buy Clean.** NCEM encourages the use of environmentally friendly construction practices in the performance of this Agreement. In particular, NCEM encourages that the performance of this agreement include considering the use of low-carbon materials which have substantially lower levels of embodied greenhouse-gas emissions associated with all relevant stages of production, use, and disposal, as compared to estimated industry averages of similar materials or products as demonstrated by their environmental product declaration.
25. **Records Retention.** All records required to be kept on the project shall be maintained for at least five (5) years after final payments and until all other pending maters under the grant for this project have been closed. However, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the five (5) year period, the records shall be retained for one (1) year after all

issues arising out of the action are finally resolved or until the end of the five (5) year period, whichever is later.

26. **Energy Efficiency.** All participants in the projects funded hereby shall recognize mandatory standards and policies relating to energy efficiency, which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (PL 94-163).
27. **DHS Standard Terms and Conditions.** In addition to the FEMA Rules and Regulations above, DHS Standard Terms and Conditions apply to the agreement as pertinent to the program as FEMA is a subdivision of DHS. The applicable DHS Standard Terms and Conditions for grants, cooperative agreements, fixed amount awards, and other types of federal financial assistance are based on the fiscal year in which the financial assistance award was funded. For access to the conditions, please see https://www.dhs.gov/publication/fy15-dhs-standard-terms-and-conditions.
28. **Debarment, Suspension and Ineligibility (2 C.F.R. 200, Appendix II(I)).** Contractor represents and warrants that it and its Subcontractors are not debarred, suspended, or placed in ineligibility status under the provisions of 2 C.F.R. 180 and 24 C.F.R. 24.1 (government debarment and suspension regulations).
29. **Subcontracts.** Contractor shall not enter into any subcontract with any Subcontractor who has been debarred, suspended, declared ineligible, or voluntarily excluded from participating in contacting programs by any agency of the United States Government or the State of North Carolina.
Contractor shall be as fully responsible to NCEM for the acts and omissions of Contractor's Subcontractors, and of persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by Contractor.

    Contractor shall cause appropriate provisions to be inserted in all subcontracts relative to the work to bind Subcontractor to Contractor by the terms of the Contract Documents insofar as applicable to the work of Subcontractors and to give Contractor the same power in regard to terminating any subcontract that NCEM may exercise over Contractor under any provision of the Contract Documents.

    Nothing contained in this contract shall create any contractual relationship between any Subcontractor and NCEM.

30. **Assignability.** Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of NCEM, provided that claims for money due or to become due Contractor from NCEM under this Contract may be assigned to a bank, trust company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to NCEM.
31. **Termination for Unavailable Funding.** The continuation of this Contract is contingent upon the appropriation and release of sufficient funds to NCEM to fulfill the requirements of this Contract. Failure of the appropriate authorities to approve and provide an adequate budget to NCEM for fulfillment of the Contract terms shall constitute reason for termination of the Contract by either Party. Contractor shall be paid for all authorized services properly performed prior to termination.
32. **Iran Divestment Act Certification.** Contractor certifies that, as of the date listed above, it is not on the Final Divestment List as created by the State Treasurer pursuant to N.C.G.S. § 143-6A-4. In compliance with the requirements of the Iran Divestment Act and N.C.G.S. § 143C-6A-5(b), Contractor shall not utilize in the performance of the contract any subcontractor that is identified on the Final Divestment List.
33. **Federal Funding Accountability and Transparency Act (FFATA).** The Contractor shall comply with the requirements of 2 C.F.R. part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.
34. **Client Data and Other Sensitive Information.** The Contractor must comply with 2 C.F.R. §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R.

200.82, and other information NCEM designates as sensitive or consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

35. **Davis-Bacon Act.** If applicable, Compliance with the Davis-Bacon Act.

    a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The Vendor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

    b. Vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

    c. Additionally, Vendor is required to pay wages not less than once a week.

36. **Funding Contingency.** The awarded Contract may be suspended and/or terminated without liability to the State if any grant is suspended or terminated, and unless and until the State receives funds in an amount that is deemed sufficient to enable it to fund the Contract awarded, the State is under no obligation to make any payments to the Vendor.

37. **Personnel**. Vendor represents that it has, or will secure at its own expense, all personnel required in performing the work under this Contract. Such personnel shall not be employees of or have any contractual relationship with State. All of the work required hereunder will be performed by Vendor or under its supervision, and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and State law to perform such work. No person who is serving a sentence in penal or correctional institution shall be employed to work under this Contract.

Except as modified herein all other terms and conditions as set forth in the original Contract 19-IFB-015120-DAD shall remain in effect for the duration of the Contract. A new solicitation is being prepared to address ongoing debris removal efforts beyond this emergency and exigency.

Executed by authorized officials as of the date indicated below.

Southern Disaster Recovery

Name: Al McClaran

Title: CEO

Signature: AMcMcC

Date: 01/24/2025

North Carolina Department of Public Safety

Name: Tim Pendergrass

Title: Procurement Specialist III

Signature: Tim Pendergrass

Date: 1/30/205

Contract Amendment #002

This Contract Amendment, made and entered into this 24th day of February, 2025, by and between ***Town of Weaverville, NC*** hereinafter termed the "Owner", and ***Southern Disaster Recovery, LLC (SDR),*** hereinafter termed the "Contractor".

WITNESSETH

WHEREAS, the parties entered into a certain Contract Agreement for Disaster Debris Removal Services (19-IFB-015120-DAD) via a Notice to Proceed;

WHEREAS, the contract instrument created by the State of North Carolina is a good pre-disaster instrument; the contract has missing Fee Schedule components;

WHEREAS, hurricane wind damage on steep slopes at elevation has created conditions to require specialized equipment to mitigate the hazard and keep the public and workers safe in the process;

WHEREAS, recovery from Hurricane Helene damage has presented the need to provide debris removal fee schedule items for:

1. proper removal of sand, silt, soils debris deposited by the storm and
2. demolition rates for those properties approved and require demolition
3. Sennebogen Tree Care Handler day rates
4. production of a double ground mulch product for beneficial reuse in the community

NOW, **THEREFORE**, in consideration of the mutual covenants contained herein, the parties hereby agree as follows:

Initialed missions and fee schedule items are approved in this contract.

Approval Initials	**Mission**
_____	Proper removal of sand, silt, soils debris deposited by the storm
_____	Demolition rates for those properties approved and require demolition
_____	Sennebogen Tree Care Handler day rates
_____	Production of a double ground mulch product for beneficial reuse in the community

Sand, Silt, Dirt Removal

Item	Sand, Silt, Dirt	Distance	Per CY
27.	Loading of materials and hauling to final disposal site	0-14.99 miles	$38.00
28.		15-29.99 miles	$49.00
29.		30-45 miles	$61.00
30.		>45 miles	$78.00
31.	ROW Sand, silt, dirt collection – collect and stage material in preparation for loading/hauling of materials.		$4.50
32.	Public or Private Property Sand, Silt, Dirt collection – collect and stage material in preparation for loading/hauling of materials.		$6.95
	Sampling of sand, silt, dirt as required by NCDEQ or disposal locations		At cost; no markup

Demolition

Item	Demolition		Unit	Cost
33.0	Asbestos Survey – At cost; no markup			
34.0	Personnel Air Monitoring, asbestos		Day	$1,067.00
35.0	Asbestos Abatement, three person asbestos abatement crew		Day	$2,670.00
36.0	Asbestos Abatement, per CY cost for proper removal, transport and disposal		CY	$173.00
37.0	Water Truck		Day	$1,576.00
38.0	PPDR Demolition – structure demolition; haul under other pay items		CY	$ 23.30
39.0	PPDR Concrete demolition; haul under other pay items		CY	$35.00
40.0	PPDR Demolition - Water Disconnect and Cap		Each	$1,295.00
41.0	PPDR Demolition - Sewer Disconnect and Cap		Each	$1,153.00
42.0	PPDR Demolition - Cap/Plug Septic Line		Each	$1,153.00
43.0	PPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed		FT	$57.00
44.0	Direct Haul to Landfill PPDR concrete		Ton-mile	$5.00
45.0	CPDR Demolition – structure demolition; Haul under other pay items		CY	$23.30
46.0	CPDR Concrete demolition; Haul under other pay items		CY	$55.00
47.0	CPDR Demolition - Water Disconnect and Cap		Each	$2,589.00
48.0	CPDR Demolition - Sewer Disconnect and Cap		Each	$2,118.00
49.0	CPDR Demolition - Cap/Plug Septic Line		Each	$2,118.00
50.0	CPDR Demolition - 6-foot Safety Fence (leave in place) As Needed/Directed		FT	$111.00

51.0	Direct Haul to Landfill CPDR concrete		Ton-mile	$5.00
*Includes capping of utilities, with all equipment, materials, and labor in accordance with local requirements.				
**Disconnection of utilities shall be coordinated by the contractor with the appropriate local service providers.				
52.0	Septic Abandonment		Each	$6,775.00
53.0	CPDR Site Restoration		SF	$1.67
54.0	PPDR Site Restoration		SF	$ 1.71
55.0	PPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	$ 37.00
56.0	CPDR Sediment/sand – removal of deposited sediment/sand/dirt		CY	$37.00
57.0	PPDR/CPDR Direct haul to the Landfill Sediment/sand/dirt		Ton-mile	$5.00
58.0	Fill Dirt (for below grade filling; basements, etc.)		CY	$17.75

Sennebogen Tree Care Handler

Item	Description of work	Cost	Unit
.	Provide a Sennebogen Tree Care Handler for taking down and stacking on nearest ROW hazardous trees that are damaged by the hurricane on steep slopes at elevation. Rate includes all mobilization, operating and sustainment costs; includes all labor, safety and maintenance of traffic requirements for safe operation of machinery.	$968.00	Hourly Rate

Double Ground Mulch for Beneficial Re-use

Item	Description of work	Cost	Unit
6.a.	Processing (Grinding/Chipping) of Vegetative Debris at DMS/TDSRS or Final Disposal. Double grind the woody, vegetative debris for a useful, beneficial product for community and residents.	$ 5.70	/CY

This Amended Agreement shall be binding upon and inure to the benefit of the parties, their successors, and personal representatives. This document, including the original Contract Agreement, is the entire agreement between the parties.

All other terms and conditions of the original Contract Agreement remain unchanged.

TOWN OF WEAVERVILLE, NC	**SOUTHERN DISASTER RECOVERY, LLC**
By: _____	By: _____
David Scott Harris	
Title: **Town Manager**	Title: _____
Date: _____	Date: _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

SUBJECT: Uniform Guidance Procurement Policy and Micro-Purchase Resolution

PRESENTER: Finance Director Dozier

ATTACHMENTS: Proposed Uniform Guidance Procurement Policy
Proposed Resolution

DESCRIPTION/SUMMARY OF REQUEST:

The Town is currently receiving federal funding through FEMA to aid in Weaverville's recovery from Tropical Storm Helene. To be eligible to receive these federal funds the Town must follow all of the federal procurement regulations. Staff recommends that Town Council adopt a procurement policy that is consistent with the federal Uniform Guidance. This adoption will allow the Town to continue to receive federal funding.

The federal threshold for purchases exempt from competitive bidding ("micro-purchases") is lower than those required by North Carolina law. Federal regulations allow the Town to increase the thresholds of micro-purchases to match those in place in North Carolina. Staff recommends that Town Council consider adopting a resolution that would increase the micro-purchase thresholds to the applicable North Carolina thresholds to support efficient and cost-effective recovery efforts. This resolution is only applicable for the current fiscal year and must be re-adopted each fiscal year.

COUNCIL ACTION REQUESTED:

Town Council is asked to approve the Uniform Guidance Procurement Policy and the Resolution Authorizing Increases to Micro-Purchase Thresholds based on the following suggested motion:

> *I move that Town Council: (1) approve the Uniform Guidance Procurement Policy and (2) adopt the Resolution Authorizing Increases to Micro-Purchase Thresholds, both as presented.*

TOWN OF WEAVERVILLE RESOLUTION AUTHORIZING AN INCREASE IN MICRO-PURCHASE THRESHOLDS

WHEREAS, from time to time, the Town of Weaverville purchases goods and services using federal funding subject to the procurement standards in 2 C.F.R. Part 200, Subpart D;

WHEREAS, the Town of Weaverville's procurement of such goods and services is subject to the purchasing policies of the Town, including but not limited to the Uniform Guidance Procurement Policy adopted by the Weaverville Town Council;

WHEREAS, the Town of Weaverville is a non-Federal entity under the definition set forth in 2 C.F.R. 200.1;

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(ii), a non-Federal entity may award micro-purchases without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history, or other information and documents that the non-Federal entity files accordingly;

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iii), a non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures;

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv), a non-Federal entity may self-certify on an annual basis a micro-purchase threshold not to exceed $50,000 and maintain documentation to be made available to a Federal awarding agency and auditors in accordance with 2 C.F.R. 200.334;

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv), such self-certification must include: (1) a justification for the threshold, (2) a clear identification of the threshold, and (3) supporting documentation which, for public institutions, may be a "higher threshold consistent with State law"; and

WHEREAS, N.C. Gen. Stat. 143-129(a) and N.C. Gen. Stat. 143-131(a) require the Town of Weaverville to conduct a competitive bidding process for the purchase of (1) "apparatus, supplies, materials, or equipment" where the cost of such purchase is equal to or greater than $30,000, and (2) "construction or repair work" where the cost of such purchase is greater than or equal to $30,000; and

WHEREAS, North Carolina law does not require a unit of local government to competitively bid for purchase of services other than services subject to the qualifications-based selection process set forth in Article 3D of Chapter 143 of the North Carolina General Statutes (the "Mini-Brooks Act"); and

WHEREAS, N.C. Gen. Stat. 143-64.32 permits units of local government to exercise, in writing, an exemption to the qualifications-based selection process for services subject to the Mini-Brooks Act for particular projects where the aggregate cost of such services does not exceed $50,000; and

WHEREAS, pursuant to 2 C.F.R. 200.320(a)(1)(iv), the Town Council of the Town of Weaverville now desires to adopt higher micro-purchase thresholds than those identified

in 48 C.F.R 2.101 in order to take advantage of increased efficiencies and cost savings that are available under an increase micro-purchase threshold exemption;

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

1. In accordance with 2 C.F.R. 200.320(a)(1)(iv) and the applicable provisions of North Carolina law, the Town of Weaverville hereby self-certifies the following micro-purchase thresholds, each of which is a "higher threshold consistent with State law" under 2 C.F.R 200.320(a)(1)(iv)(C) for the reasons set forth in the recitals to this resolution:
    a. $30,000 for the purchase of "apparatus, supplies, materials, or equipment";
    b. $30,000 for the purchase of "construction or repair work";
    c. $50,000 for the purchase of services not subject to competitive bidding under North Carolina law;
    d. $50,000 for the purchase of services subject to the qualification-based selection process in the Mini-Brooks Act; provided that such threshold shall apply to a contract only if the Town has exercised an exemption to the Mini-Brooks Act, in writing, for a particular project pursuant to N.C. Gen. Stat. 143-64.32, and if the exemption is not authorized, the micro-purchase threshold shall be $10,000.
2. The self-certification made herein shall be effective as of the date hereof and shall be applicable until the end of the Town's current fiscal year, but shall not be applicable to Federal financial assistance awards issued prior to November 12, 2020, including financial assistance awards issued prior to that date under the Coronavirus Aid Relief, and Economic Support (CARES) Act of 2020 (Pub. L. 116-136).
3. In the event that the Town of Weaverville receives funding from a federal grantor agency that adopts a threshold more restrictive than those contained herein, the Town shall comply with the more restrictive threshold when expending such funds.
4. The Town of Weaverville shall maintain documentation to be made available to a Federal awarding agency, any pass-through agency, and auditors in accordance with 2 C.F.R. 200.334.
5. The Town Manager and Finance Director are hereby authorized, individually and collectively, to revise the purchasing policies of the Town, but not limited to the Town of Weaverville Uniform Guidance Procurement Policy, to reflect the increased micro-purchase thresholds specified herein, and to take all such actions, individually and collectively, to carry into effect the purpose and intent of this resolution.

ADOPTED this the 24th day of February 2025.

_____

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

_____

TAMARA MERCER, Town Clerk

TOWN OF WEAVERVILLE
UNIFORM GUIDANCE PROCUREMENT POLICY

Section 1. Purpose

The purpose of this policy is to establish guidelines that meet or exceed the procurement requirements for purchases of goods (apparatus, supplies, materials, and equipment), services, and construction or repair projects when federal funds are being used, in whole or in part, to pay for the cost of the contract. This policy also reflects the State of North Carolina procurement procedures and thresholds. To the extent that other sections of procurement policies and procedures adopted by the Town of Weaverville are more restrictive than those contained in this policy, local policies and procedures shall be followed.

Section 2. Policy

A. **Application of Policy.** This policy applies to contracts for purchases, services, and construction or repair work funded with federal financial assistance (direct or reimbursed). The requirements of this Policy also apply to any subrecipient of the funds.

   All federally funded projects, loans, grants, and sub-grants, whether funded in part or wholly, are subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards (Uniform Guidance) codified at 2 C.F.R. Part 200 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds.

B. **Compliance with Federal Law.** All procurement activities involving the expenditure of federal funds must be conducted in compliance with the Procurement Standards codified in 2 C.F.R. § 200.317 through § 200-327 unless otherwise directed in writing by the federal agency or state pass-through agency that awarded the funds. The Town of Weaverville will follow all applicable local, state, and federal procurement requirements when expending federal funds. Should the Town of Weaverville have more stringent requirements, the most restrictive requirement shall apply so long as it is consistent with state and federal law.

C. **Contract Award.** All contracts shall be awarded only to the lowest responsive responsible bidder possessing the ability to perform successfully under the terms and conditions of the contract.

D. **No Evasion.** No contract may be divided to bring the cost under bid thresholds or to evade any requirements under this Policy or state and federal law.

E. **Contract Requirements**. All contracts paid for, in whole or in part, with federal funds shall be in writing. The written contract must include or incorporate by reference the provisions required under 2 C.F.R § 200.326 and as provided for under 2 C.F.R. Part 200, Appendix II.

F. **Contractors' Conflict of Interest.** Designers, suppliers, and contractors that assist in the development or drafting of specifications, requirements, statements of work, invitation for bids or requests for proposals shall be excluded from competing for such requirements.

G. **Approval and Modification.** The administrative procedures contained in this Policy are administrative and may be changed as necessary at the staff level to comply with state and federal law.

Section 3. General Procurement Standards and Procedures

Either the Purchasing Department or the Requesting Department shall procure all contracts in accordance with the requirements of this Section of the Policy.

A. Necessity. Purchases must be necessary to perform the scope of work and must avoid acquisition of unnecessary or duplicative items. The Purchasing Department and/or the Requesting Department should check with the federal surplus property agency prior to buying new items when feasible and less expensive. Strategic sourcing should be considered with other departments and/or agencies who have similar needs to consolidate procurements and services to obtain better pricing.

B. Clear Specifications. All solicitations must incorporate a clear and accurate description of the technical requirements for the materials, products, or services to be procured, and shall include all other requirements which bidders must fulfill and all other factors to be used in evaluating bids or proposals. Technical requirements must not contain features that restrict competition.

C. Notice of Federal Funding. All bid solicitations must acknowledge the use of federal funding for the contract. In addition, all prospective bidders or offerors must acknowledge that funding is contingent upon compliance with all terms and conditions of the funding award.

D. Compliance by Contractors. All solicitations shall inform prospective contractors that they must comply with all applicable federal laws, regulations, executive orders, and terms and conditions of the funding award.

E. Fixed Price. Solicitations must state that bidders shall submit bids on a fixed price basis and that the contract shall be awarded on this basis unless otherwise provided for in this Policy. Cost plus percentage of cost contracts are prohibited. Time and materials contracts are prohibited in most circumstances. Time and materials contracts will not be used unless no other form of contract is suitable and the contract includes a "Not to Exceed" amount. A time and materials contract shall not be awarded without express written permission of the federal agency or state pass-through agency that awarded the funds.

F. Use of Brand Names. When possible, performance or functional specifications are preferred to allow for more competition leaving the determination of how to reach the required result to the contractor. Brand names may be used only when it is impractical or uneconomical to write a clear and accurate description of the requirement(s). When a brand name is listed, it is used as reference only and "or equal" must be included in the description.

G. Lease versus Purchase. Under certain circumstances, it may be necessary to perform an analysis of lease versus purchase alternatives to determine the most economical approach.

H. Dividing Contract for M/WBE Participation. If economically feasible, procurements may be divided into smaller components to allow maximum participation of small and minority businesses and women business enterprises. The procurement cannot be divided to bring the cost under bid thresholds or to evade any requirements under this Policy.

I. Documentation. Documentation must be maintained by the Purchasing Department and/or the Requesting Department detailing the history of all procurements. The documentation should include the procurement method used, contract type, basis for contractor selection, price, sources solicited, public notices, cost analysis, bid documents, addenda, amendments, contractor's responsiveness, notice of award, copies of notices to unsuccessful bidders or offerors, record of protests or disputes, bond documents, notice to proceed, purchase order, and contract. All documentation relating to the award of any contract must be made available to the granting agency upon request.

J. Cost Estimate. For all procurements costing $250,000 or more, the Purchasing Department and/or Requesting Department shall develop an estimate of the cost of the procurement prior to soliciting bids. Cost estimates may be developed by reviewing prior contract costs, online review of similar products or services, or other means by which a good faith cost estimate may be obtained. Cost estimates for construction and repair contracts may be developed by the project designer.

K. Contract Requirements. The Requesting Department must prepare a written contract incorporating the provisions referenced in Section 2.E. of this Policy.

L. Debarment. No contract shall be awarded to a contractor included on the federally debarred bidder's list.

M. Contractor Oversight. The Requesting Department receiving the federal funding must maintain oversight of the contract to ensure that the contractor is performing in accordance with the contract terms, conditions, and specifications.

N. Open Competition. Solicitations shall be prepared in a way to be fair and provide open competition. The procurement process shall not restrict competition by imposing unreasonable requirements on bidders, including but not limited to unnecessary supplier experience, excessive or unnecessary bonding, specifying a brand name without allowing for "or equal" products, or other unnecessary requirements that have the effect of restricting competition.

O. Geographic Preference. No contract shall be awarded on the basis of a geographic preference.

Section 4. Specific Procurement Procedures

Either the Purchasing Department or the Requesting Department shall solicit bids in accordance with the requirements under this Section of the Policy based on the type and cost of the contract.

Solicitation requirements depend on the type of Federal Contract, which types include:

- Contracts for construction or repair work ("Construction Contracts");
- Contracts for the procurement of apparatus, supplies, materials or equipment ("Purchase Contracts");
- Contracts for the procurement of architectural, engineering or surveying services ("AES Contracts"); and
- Contracts for the procurement of services other than AES Contracts ("Service Contracts").

Solicitation requirements also depend on the amount of the Federal Contract, determined by the following thresholds which are set and adjusted from time to time by the Federal Acquisition Regulation at 48 C.F.R. § Subpart 2.1, or as self-certified by the Town as permitted by 2 C.F.R. § 200.320(a)(1)(iv):

- Micro-Purchase Threshold (currently $30,000 for Construction Contracts and Purchase Contracts, $50,000 for AES Contracts if exempted from the Mini-Brooks Act, and $50,000 for Service Contracts.)
- Simplified Acquisition Threshold (currently $250,000)

Also relevant to the type of solicitation method required is the formal bid threshold established by North Carolina law from time to time through G.S. $143-129 (the "NC Formal Bid Thresholds"). As of the date of this Policy, the NC Formal Bid Threshold for Purchase Contracts for the Town is $90,000, and the NC Formal Bid Threshold for Construction Contracts is $500,000.

References to both the federal and state thresholds in this Policy shall mean the then current thresholds. The Town Attorney shall serve as a resource for the departments in tracking and updating these thresholds as adjustments are made over time.

A. Service Contracts (except for A/E professional services) and **costing less than or equal $50,000 and Purchase Contracts costing less than or equal $30,000** shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, purchases must be distributed among qualified suppliers.

B. Service Contracts (except for A/E professional services) and **Purchase Contracts costing more than the micro-purchase threshold in Section 4.A. up to $90,000** shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the Requesting Department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).

2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids.
4. Award the contract on a fixed-price basis (a not-to-exceed basis is permissible for service contracts where obtaining a fixed price is not feasible).
5. Award the contract to the lowest responsive, responsible bidder.

C. Service Contracts (except for A/E professional services) and **Purchase Contracts <u>costing $90,000 and above</u>** shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids.
2. Complete specifications or purchase description must be made available to all bidders.
3. The bid must be formally advertised in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
5. Open bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. Award the contract to the lowest responsive, responsible bidder on a fixed-price basis. Governing board approval is required for purchase contracts unless the governing board has delegated award authority to an individual official or employee. Any and all bids may be rejected only for "sound documented reasons."

Note Regarding Service Contracts Costing $90,000 up to $250,000: *Local government service contracts are not subject to state competitive bidding requirements. If a local government does not require competitive proposals (RFPs) for service contracts under its local policy, it may choose to follow the UG small purchase procedure for service contracts costing $10,000 up to $250,000, and then follow the UG sealed bid or competitive proposal method for service contracts costing $250,000 or more. If the local policy regarding service contracts is more restrictive, the local policy should be followed.*

D. Service Contracts (except for A/E professional services) **<u>costing $250,000 and above</u>** may be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)) when the "sealed bid" procedure is not appropriate for the particular type of service being sought. The procedures are as follows:

1. A Request for Proposals (RFP) must be publicly advertised. Formal advertisement in a newspaper is not required so long as the method of advertisement will solicit proposals from an "adequate number" of qualified firms.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify evaluation criteria and relative importance of each criteria (criteria weight) in the RFP.
4. Consider all responses to the publicized RFP to the maximum extent practical.
5. Must have a written method for conducting technical evaluations of proposals and selecting the winning firm.
6. Award the contract to the responsible firm with most advantageous proposal taking into account price and other factors identified in the RFP. Governing board approval is not required.
7. Award the contract on a fixed-price or cost-reimbursement basis.

E. Construction and repair contracts <u>costing less than or equal to $30,000</u> shall be procured using the Uniform Guidance "micro-purchase" procedure (2 C.F.R. § 200.320(a)(1)) as follows:

1. The contract may be awarded without soliciting pricing or bids if the price of the goods or services is considered to be fair and reasonable.
2. To the extent practicable, contracts must be distributed among qualified suppliers.

F. Construction and repair contracts <u>costing more than $30,000 up to $250,000</u> shall be procured using the Uniform Guidance "small purchase" procedure (2 C.F.R. § 200.320(a)(2)) as follows:

1. Obtain price or rate quotes from an "adequate number" of qualified sources (a federal grantor agency might issue guidance interpreting "adequate number," so the requesting department should review the terms and conditions of the grant award documents to confirm whether specific guidance has been issued).
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as required under 2 C.F.R. § 200.321.
3. Cost or price analysis is not required prior to soliciting bids, although price estimates may be provided by the project designer.
4. Award the contract on a fixed-price or not-to-exceed basis.
5. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required.

G. Construction and repair contracts <u>costing $250,000 up to $500,000</u> shall be procured using the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1)) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate may be provided by the project designer).
2. Complete specifications must be made available to all bidders.

3. Publicly advertise the bid solicitation for a period of time sufficient to give bidders notice of opportunity to submit bids (formal advertisement in a newspaper is not required so long as other means of advertising will provide sufficient notice of the opportunity to bid). The advertisement must state the date, time, and location of the public bid opening, and indicate where specifications may be obtained.
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed. A minimum of 2 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders. Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is not required. Any and all bids may be rejected only for "sound documented reasons."

H. Construction and repair contracts <u>costing $500,000 and above</u> shall be procured using a combination of the most restrictive requirements of the Uniform Guidance "sealed bid" procedure (2 C.F.R. § 200.320(b)(1)) and state formal bidding procedures (G.S. 143-129) as follows:

1. Cost or price analysis is required prior to soliciting bids (this cost estimate should be provided by the project designer).
2. Complete specifications must be made available to all bidders.
3. Formally advertise the bid in a newspaper of general circulation for at least seven full days between the date of the advertisement and the date of the public bid opening. Electronic-only advertising must be authorized by the governing board. The advertisement must state the date, time, and location of the public bid opening, indicate where specifications may be obtained, and reserve to the governing board the right to reject any or all bids only for "sound documented reasons."
4. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
5. Open the bids at the public bid opening on the date, time, and at the location noticed in the public advertisement. All bids must be submitted sealed and in paper form. A minimum of 3 bids must be received in order to open all bids.
6. A 5% bid bond is required of all bidders (a bid that does not include a bid bond cannot be counted toward the 3-bid minimum requirement). Performance and payment bonds of 100% of the contract price is required of the winning bidder.
7. Award the contract on a firm fixed-price basis.
8. Award the contract to the lowest responsive, responsible bidder. Governing board approval is required and cannot be delegated. The governing board may reject and all bids only for "sound documented reasons."

I. **Construction or repair contracts involving a building <u>costing $300,000 and above</u>** must comply with the following additional requirements under state law:

1. Formal HUB (historically underutilized business) participation required under G.S. 143-128.2, including local government outreach efforts and bidder good faith efforts, shall apply.
2. Separate specifications shall be drawn for the HVAC, electrical, plumbing, and general construction work as required under G.S. 143-128(a).
3. The project shall be bid using a statutorily authorized bidding method (separate-prime, single-prime, or dual bidding) as required under G.S. 143-128(a1).

J. **AES Contracts less than $50,000 may be exempted from the North Carolina Mini-Brooks Act (G.S. 143-64.31). These exempted AES Contracts do not require competitive proposals under the Uniform Guidance as they are under the micro-purchase threshold. AES Contracts under $250,000 that are not exempted from the state "Mini-Brooks Act" requirements (G.S. 143-64.31), shall be procured as follows:**

1. Issue a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided for under 2 C.F.R. § 200.321.
3. Evaluate the qualifications of respondents based on the evaluation criteria developed by the Purchasing Department and/or Requesting Department.
4. Rank respondents based on qualifications and select the best qualified firm. Price cannot be a factor in the evaluation. Preference may be given to in-state (but not local) firms.
5. Negotiate fair and reasonable compensation with the best qualified firm. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
6. Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

K. **Contracts for Architectural and Engineering Services costing <u>$250,000 or more</u>** shall be procured using the Uniform Guidance "competitive proposal" procedure (2 C.F.R. § 200.320(b)(2)(iv)) as follows:

1. Publicly advertise a Request for Qualifications (RFQ) to solicit qualifications from qualified firms (formal advertisement in a newspaper is not required). Price (other than unit cost) shall not be solicited in the RFQ.
2. Take affirmative steps to solicit price quotes from M/WBE vendors and suppliers as provided under 2 C.F.R. § 200.321.
3. Identify the evaluation criteria and relative importance of each criteria (the criteria weight) in the RFQ.

4. Proposals must be solicited from an "adequate number of qualified sources" (an individual federal grantor agency may issue guidance interpreting "adequate number").
5. Must have a written method for conducting technical evaluations of proposals and selecting the best qualified firm.
6. Consider all responses to the publicized RFQ to the maximum extent practical.
7. Evaluate qualifications of respondents to rank respondents and select the most qualified firm. Preference may be given to in-state (but not local) firms provided that granting the preference leaves an appropriate number of qualified firms to compete for the contract given the nature and size of the project.
8. Price cannot be a factor in the initial selection of the most qualified firm.
9. Once the most qualified firm is selected, negotiate fair and reasonable compensation. If negotiations are not successful, repeat negotiations with the second-best qualified firm.
10. Award the contract to the best qualified firm with whom fair and reasonable compensation has been successfully negotiated. Governing board approval is not required.

Section 5. Exceptions

Non-competitive contracts are allowed ***only*** under the following conditions and with the written approval of the federal agency or state pass-through agency that awarded the federal funds:

A. Sole Source. A contract may be awarded without competitive bidding when the item is available from only one source. The Purchasing Department and/or Requesting Department shall document the justification for and lack of available competition for the item. A sole source contract must be approved by the governing board.

B. Public Exigency. A contract may be awarded without competitive bidding when there is a public exigency. A public exigency exists when there is an imminent or actual threat to public health, safety, and welfare, and the need for the item will not permit the delay resulting from a competitive bidding.

C. Inadequate Competition. A contract may be awarded without competitive bidding when competition is determined to be inadequate after attempts to solicit bids from a number of sources as required under this Policy does not result in a qualified winning bidder.

D. Federal Contract. A contract may be awarded without competitive bidding when the purchase is made from a federal contract available on the U.S. General Services Administration schedules of contracts.

E. Awarding Agency Approval. A contract may be awarded without competitive bidding with the express written authorization of the federal agency or state pass-through agency that awarded the federal funds so long as awarding the contract without competition is consistent with state law.

ADOPTED BY the Weaverville Town Council on the _____ day of February 2025.

TOWN OF WEAVERVILLE

BY: _____
Patrick Fitzsimmons, Mayor

ATTESTED BY:

_____
Tamara Mercer, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 24, 2025
SUBJECT:	Annexation and Zoning – 21 Parker Cove Road
PRESENTER:	Interim Town Manager Harris
ATTACHMENTS:	Proposed Annexation Map Proposed Annexation Ordinance Proposed Conditional District Ordinance with attached Rezoning Plan

DESCRIPTION/SUMMARY OF REQUEST:

A voluntary annexation petition seeking to have approximately 9.385 acres located at 21 Parker Cove Road annexed into the Town of Weaverville and a conditional district request have been pending since September 2024.

The original plan included 45 single family lots, but based on public comments the developer has reconfigured the proposed plan from 45 to 27 single family lots to meet the desired density of R-2. Each lot is planned to have a detached garage, and landscaped buffers have been included as shown on the modified plan, including a significant undisturbed landscape buffer to the south. The new rezoning plan is attached. Conditional district zoning is still required for small lot sizes and reduced setbacks due to clustering of dwellings on the property and the unique configuration.

The Town Clerk has certified the sufficiency of the annexation petition and the public hearing on the proposed annexation was held on 21 January 2025.

Concerning the zoning of the property, the Planning Board has previously submitted its recommendation, and a public hearing was held on 21 January 2025 on the conditional district as originally proposed and traditional R-2 zoning. As the modification to the plan represents a reduction in the number of lots and density, a new public hearing is not required on the modified plan and action on these items is now appropriate.

Based on Town Council direction on 27 January 2025, the Town Attorney and staff have prepared the annexation ordinance and conditional district ordinance based on the modified plan and those are attached for Town Council's consideration.

The water request associated with this project will be brought back to Town Council at an upcoming meeting once the plans are revised to reflect the modified project.

COUNCIL ACTION REQUESTED:

Town Council action to adopt the annexation ordinance and conditional district ordinance as present or modified by Town Council.

MAP REFERENCE:
NC GRID NAD 83/2011

SURVEYING
CLONINGER BELL
MAPPING

REEMS CREEK ROAD
NCSR #1003
60' PUBLIC RIGHT-OF-WAY
MB 104 PG 171

MARIETTA ELIZABETH CAMERON
DB 4908 PG 902
PID # 975245307900000

ZONE X

ZONE AE

REEMS CREEK

PARKER COVE ROAD

MAPLE TRACE HOMEOWNERS' ASSOCIATION, INC.
DB 6405 PG 957
MB 168 PG 152
MB 239 PG 86
PID # 975233865200000

DEPARTMENT OF TRANSPORTATION
TRACT 1 OF
DB 6145 PG 1222
1,131 SQ. FT.
0.0260 ACRES

DEPARTMENT OF TRANSPORTATION
TRACT 2 OF
DB. 6145 PG 1222
16,495 SQ. FT.
0.3787 ACRES

DEPARTMENT OF TRANSPORTATION
TRACT 4 OF
DB. 6145 PG 1222
623 SQ. FT.
0.0143 ACRES

DEPARTMENT OF TRANSPORTATION
TRACT 3 OF
DB. 6145 PG 1222
6,615 SQ. FT.
0.1925 ACRES

408,809 SQ. FT.
9.3850 ACRES
JAMES B. ROBERTSON and
DAVID B. ROBERTSON
DB 4673 PG 1806
MB 104 PG 171
PID # 975244256800000

#21
1 STORY BRICK
FOOTPRINT AREA: 2,692 SQ. FT.
BUILDING HEIGHT: 21.5'

#17
2 STORY FRAME
FOOTPRINT AREA: 1,451 SQ. FT.
BUILDING HEIGHT: 23.1'

1 STORY BARN
FOOTPRINT AREA: 1,280 SQ FT
BUILDING HEIGHT: 25.3'

CONCRETE PAD
FOUNTAIN
COVERED PORCH
SHED
SPRING COVER
CHAIN LINK FENCE
WIRE FENCE W/ WOOD POSTS
WIRE FENCE W/ METAL POSTS
GRAVEL ROAD
RIPRAP
CONCRETE
WOODS

ELLEN BOYD REVOCABLE TRUST
DB 6178 PG 349
MB 58 PG 105
PID # 975244687300000

PHILLY RUN
40' PRIVATE RIGHT-OF-WAY
MB 223 PG 14

PATTY LYNN RUDLEY and
LISA ROBINSON JARRETT
DB 6344 PG 1101
PID # 975244645800000

WILLIAM RAY GEOUGE and
JUDY ELAINE GEOUGE
DB 3211 PG 610
PID # 975244727700000

MAPLE TRACE HOMEOWNERS' ASSOCIATION, INC.
DB 6256 PG 237
COMMON AREA #1
MB 185 PG 30
PID # 975244214900000

MAPLE TRACE - PHASE 3
MB 185 PG 30
LOT 33
LOT 34
LOT 35
LOT 36

WATER LEAF DRIVE
50' PRIVATE RIGHT-OF-WAY
MB 239 PG 86

APPROXIMATE LOCATION 0.2% ANNUAL CHANCE FLOOD HAZARD
PER COMMUNITY PANEL NO. 3700975200J
DATED JANUARY 6, 2010

APPROXIMATE LOCATION FLOODWAY AREA "AE"
PER COMMUNITY PANEL NO. 3700975200J
DATED JANUARY 6, 2010

CONTROL NAIL
NC GRID, NAD83
N: 724654.29
E: 954198.69
ELEV: 2119.16

N40°45'40"E
13.44'
TIE LINE

N62°34'45"E 229.33'
S58°10'04"E 167.35'
S58°10'04"E 60.51'
S45°16'35"W 51.22'
S73°36'49"E 94.55'
N64°22'15"E 65.35'
S73°38'49"E 61.50'
N72°31'49"E 229.58'
N72°52'00"E 82.11'
N23°29'36"W 122.76'
N17°08'24"W 220.97'
N44°57'40"E 61.44'
N13°22'40"W 84.14'
N42°51'47"W 335.97'
S60°01'46"E 94.14'
S60°35'43"W 74.54'
S69°53'23"E 53.54'
S53°04'21"W 94.34'
S87°17'46"W 436.15'
S58°10'04"E 51.33'
S07°15'38"E 63.35'
S58°16'02"E 62.87'
S32°53'25"E 62.87'
N75°32'22"E 254.67'
TIE LINE

1/2"ER W/CAP
1/2"NIR AT BASE OF TREE 36"PINE

VICINITY MAP
NOT TO SCALE

NOTES:

1. THIS PLAT IS NOT FOR RECORDATION AS PER G.S. 47-30 AS AMENDED.
2. ALL CORNERS MONUMENTED AS SHOWN.
3. NO RECOVERABLE NGS MONUMENT LOCATED WITHIN 2,000 FEET OF SUBJECT PROPERTY.
4. THE LOCATION OF UNDERGROUND UTILITIES SHOWN ON THIS MAP IS APPROXIMATE, BASED ON INFORMATION PROVIDED BY OTHERS OR BY FIELD LOCATION. UTILITY LOCATIONS AS SHOWN HEREON ARE INTENDED FOR PLANNING ONLY. ACTUAL LOCATION, SIZE, OR DEPTH OF LINE SHOULD BE VERIFIED WITH THE INDIVIDUAL UTILITY COMPANY BEFORE CONSTRUCTION.
5. THIS SURVEY WAS PERFORMED WITHOUT BENEFIT OF A TITLE COMMITMENT REPORT. CLONINGER BELL SURVEYING & MAPPING, PLLC DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
6. SITE LOCALIZED TO NC GRID NAD83 COORDINATES AND NAVD88 ELEVATIONS AT AN ON SITE CONTROL POINT SHOWN HEREON.
7. BROKEN LINES INDICATE PROPERTY LINES NOT SURVEYED.
8. THE OFF-SITE RIGHT-OF-WAY SHOWN HEREON IS FOR ILLUSTRATIVE PURPOSES ONLY. THE UNDERSIGNED CERTIFIES ONLY TO THE RIGHT-OF-WAYS SURVEYED, AND DOES NOT CERTIFY TO THE RIGHT OF WAY WIDTH OF ANY ADJACENT PROPERTIES.

ZONING:

SUBJECT PROPERTY ZONED: R-1 (RESIDENTIAL)
ZONING RESTRICTIONS AS PER ZONING ORDINANCE:

MINIMUM SETBACK: 20 FEET
MINIMUM SIDE YARD: 10 FEET
MINIMUM REAR YARD: 20 FEET

FOR FURTHER INFORMATION CONTACT THE BUNCOMBE COUNTY ZONING DEPARTMENT.

PARKING:

NO MARKED PARKING SPACES EXIST ON THE SUBJECT PROPERTY.

ANNEXATION MAP FOR TOWN OF WEAVERVILLE

CURVE TABLE:

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	1035.00'	20.54'	20.53'	N46°17'44"E
C2	405.54'	58.03'	57.98'	N76°57'56"E
C3	34.50'	48.14'	44.29'	S58°27'44"E
C4	372.50'	24.64'	24.64'	S19°55'54"E
C5	97.67'	23.64'	23.59'	N81°10'08"E
C6	52.67'	16.16'	16.10'	N82°38'25"E
C7	1142.60'	8.69'	8.69'	S53°41'03"W
C8	77.50'	125.40'	112.18'	N72°37'13"W
C9	135.00'	128.78'	123.95'	N89°00'22"E
C10	920.80'	30.47'	30.47'	N46°39'33"E
C11	1142.60'	198.38'	198.13'	N48°23'33"E
C12	1187.60'	214.91'	214.62'	S48°22'19"W
C13	32.50'	21.04'	20.68'	S79°11'48"W
C14	1142.60'	41.80'	41.80'	N42°11'54"E
C15	1141.53'	37.10'	37.10'	N64°04'18"E
C16	1096.53'	17.87'	17.87'	N63°34'14"E
C17	1187.60'	35.82'	35.82'	S42°52'34"W
C18	79.50'	43.67'	43.12'	N62°02'56"W

LINE TABLE:

LINE	BEARING	DISTANCE
L1	N45°09'32"W	44.72'
L2	N44°52'05"W	13.17'
L3	N12°43'12"E	16.61'
L4	S72°51'59"W	50.49'
L5	N17°08'00"W	7.50'
L6	S17°59'11"E	48.36'
L8	S25°53'12"E	46.35'
L9	S26°18'03"E	2.54'
L10	N44°28'34"W	11.80'
L11	S29°24'17"E	7.50'
L12	S16°35'13"E	18.89'
L13	S53°34'21"W	32.71'

ALTA CERTIFICATION:

TO: AMICUS PARTNERS,PLLC:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS , AND INCLUDES ITEMS 1, 2, 3, 4, 5, 6a, 8, 9, 11 AND 13 OF TABLE A THEREOF. THE FIELD WORK WAS COMPLETED ON AUGUST 6, 2024.

PRELIMINARY

CHARLES E. BELL — DATE
NCPLS, L-4804
charles@cloningerbell.com

NORTH CAROLINA PROFESSIONAL SEAL L-4804 LAND SURVEYOR CHARLES E. BELL

THIS IS TO CERTIFY THAT ON THE 6th DAY OF AUGUST 20 24 AN ACTUAL SURVEY WAS MADE UNDER MY SUPERVISION OF THE PROPERTY SHOWN ON THIS PLAT, AND THAT THE BOUNDARY LINES AND THE IMPROVEMENTS, IF ANY, ARE AS SHOWN HEREON. THIS PLAT MEETS THE MINIMUM STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE .1600 (21 NCAC 56) AND THE RATIO OF PRECISION DOES NOT EXCEED AN ERROR OF CLOSURE OF ONE (1) FOOT PER 10,000 FEET OF PERIMETER SURVEYED NOR 20 SECONDS TIMES THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

SIGNED PRELIMINARY

LEGEND:

C - COLUMN
CMP - CORRUGATED METAL PIPE
CP - CALCULATED POINT
CPP - CORRUGATED PLASTIC PIPE
DB - DEED BOOK
DI - DROP INLET
DIP - DUCTILE IRON PIPE
ECM - EXISTING CONCRETE MONUMENT
EIP - EXISTING IRON PIPE
EIR - EXISTING IRON ROD
EMM - EXISTING METAL MONUMENT
EN - EXISTING NAIL
EPH - EXISTING PUNCH HOLE
EOG - EDGE OF GRAVEL
EU - END UNKNOWN
FFE - FINISHED FLOOR ELEVATION
FM - FIBEROPTIC MARKER
GV - GAS VALVE
GW - GUY WIRE
INV -INVERT
LP - LIGHT POLE
(M) - MEASURED
MBX - MAILBOX
MB - MAP BOOK
NGS - NATIONAL GEODETIC SURVEY
NIR - NEW IRON ROD
NN - NEW NAIL
NPH - NEW PUNCH HOLE
PID - PARCEL IDENTIFICATION NUMBER
PM - POWER METER
PP - POWER POLE
PG - PAGE
RCP - REINFORCED CONCRETE PIPE
RRS - RAILROAD SPIKE
TBM - TEMPORARY BENCHMARK

NCDOT FEE PROPERTY

LINE LEGEND:

EASEMENT
PROPERTY LINE
PROPERTY LINE (NOT SURVEYED)
RIGHT-OF-WAY
RIGHT-OF-WAY (NOT SURVEYED)
SETBACK
FIBER OPTIC LINE — FO —
GAS LINE — G —
OVERHEAD ELECTRIC — E —
SANITARY SEWER LINE — SS —
STORM DRAIN PIPE — SD —
UNDERGROUND ELECTRIC — UE —
WATER LINE — W —
CHAIN LINK FENCE — X —
GUARD RAIL

Know what's below. Call before you dig.

GRAPHIC SCALE
40 0 20 40 80 160
(IN FEET)
1 inch = 40 ft.

FLOOD CERTIFICATION
THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS PARTLY LOCATED IN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON MAPS PREPARED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY, FEDERAL INSURANCE ADMINISTRATION, DATED JANUARY 6, 2010
COMMUNITY PANEL NO: 3700975200J; ZONES "X" AND "AE"

ALTA/ NSPS LAND TITLE SURVEY
PREPARED FOR
AMICUS PARTNERS, PLLC
21 PARKER COVE ROAD
REEMS CREEK TOWNSHIP,BUNCOMBE COUNTY, N.C.
DEED REFERENCE: 4673-1806; MAP REFERENCE: 104-171
TAX PARCEL: 975244256800000

SURVEYING CLONINGER BELL MAPPING

CLONINGER BELL
SURVEYING & MAPPING, PLLC
107 RIVERSIDE DR.
MCADENVILLE, NC 28101
704.864.9007
LICENSE P-2326

CREW:	DRAWN:	REVISED:	SCALE:	DATE:	FILE NO.
WA	TLM		1"=40'	AUGUST 6, 2024	4084

PLOTTED: 10/1/2024 Z:\CLONINGER SURVEYING 2021\JOBS\4\01\4084\DWG\4084.DWG

PREPARED BY AND RETURN TO:
Michael C. Frue, Town of Weaverville
P.O. Box 338, Weaverville, NC, 28787

AN ORDINANCE EXTENDING THE CORPORATE LIMITS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA – 21 PARKER COVE ROAD - ANNEXATION #2024-4

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 on 12 December 2024; and

WHEREAS, a public hearing on the question of annexation was held during a meeting of Town Council on 21 January 2025 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 9 January 2025 and 16 January 2025, and a written comment period beginning on 30 December 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;

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;

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 +/- 9.385 acre tract shown on the map that is recorded in 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, said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.

3. 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.
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 not 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.G.S. §163-288.1.
6. As allowed by N.C.G.S. §160A-58.2 this annexation ordinance shall be effective upon adoption.

ADOPTED THIS the ____ day of _____, 2025, with ___ voting in favor and ___ against.

_____
PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

_____
TAMARA MERCER, Town Clerk

APPROVED AS TO FORM:

_____
MICHAEL FRUE, 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 _____, 2025.

_____
Notary Public
My Commission Expires: _____

PREPARED BY AND RETURN TO:
Michael C. Frue, Weaverville Town Attorney
30 South Main Street, Weaverville, NC, 28787

COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA

ORDINANCE ESTABLISHING THE CONDITIONAL DISTRICT DESIGNATED AS CD-10 FOR 21 PARKER COVE ROAD

WHEREAS, +/- 9.385 acres of property located at 21 Parker Cove Road which is shown on the proposed Annexation Map which is attached hereto and incorporated herein by reference, and which currently bears Buncombe County Parcel Identification Number 9752-44-2568, is owned by the James B. Robertson Estate and/or the Blanche R. Robertson Marital Trust, with William B. Crawford servings as the Executor of the Estate and the Successor Trustee for the Trust; and

WHEREAS, a petition requesting conditional district zoning on property located at 21 Parker Cove Road was submitted to the Town of Weaverville on or about 10 September 2024 with a voluntary annexation petition; and

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

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

WHEREAS, the proposed development is a single family residential development consisting of 45 lots on +/- 9.385 acres in a clustered development configuration and the Town's Code of Ordinances requires that a conditional district be created where the residential setbacks required by Weaverville Code Sec. 20-3206 are not observed; and

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

WHEREAS, the Planning Board of the Town of Weaverville has reviewed the project and submitted a finding that the proposed development is consistent with the Comprehensive Landu Use Plan but unreasonable due to the density as proposed was too high and that the small lot configuration that was proposed for the project is not consistent with the other residential uses within the area; and

WHEREAS, the property owner held a community meeting on 19 November 2024 as required by Town Code Sec. 20-3203(e)(2) and after proper notice, and provided a report to Town Council; and

WHEREAS, a public hearing on the requested conditional district and R-2 was held during a meeting of Town Council on 21 January 2025 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 9 January 2025 and 16 January 2025, and a written comment period beginning on 30 December 2024;

WHEREAS, at the public hearing the residents of Weaverville and the surrounding area were given an opportunity to be heard on any questions regarding the desirability of the proposed conditional district and R-2 zoning;

WHEREAS, the property owner/developer has amended its proposed development and conditional district request in order to address the concerns raised by the Planning Board and the public for more consistency with R-2 zoning; and

WHEREAS, Town Council finds that the conditional district as amended is consistent with the Comprehensive Land Use Plan for all of the reasons noted by the Planning Board, and reasonable and in the public interest in that the residential proposed development is single family in natural, which 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 that open space and tree preservation is provided; and

WHEREAS, as indicated by signatures below, the property owner has consented to all conditions set forth herein, which are hereby found to be reasonable and relevant;

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

1. The zoning classification of that certain real property shown on that Annexation Map recorded in Book _____ at Page _____, Buncombe County Registry, and which currently bears Buncombe County Parcel Identification Number 9752-44-2568 is designated as a conditional district known as CD-10 and is subject to compliance with the conditions set out herein. The official zoning map of the Town of Weaverville shall be amended to reflect this change upon the effective date of this ordinance.
2. The following conditions shall apply:
    a. The project shall be constructed in substantial compliance with the Rezoning Plan dated 27 January 2025, and the data shown thereon, a copy of which is attached

hereto and hereafter referred to as the "Approved Site Plan".

b. The maximum allowed number of residential lots in the project is 27, which is a density of 2.87 lots per acre.

c. The accessory structures shown on the Approved Site Plan are to be detached garages. No secondary dwelling/accessory dwelling unit is allowed to be constructed on any lot and the garages are not allowed to be converted into secondary dwellings/accessory dwelling unit. In other words, only one residence is allowed per lot.

d. The undeveloped property and/or open spaces shown on the Approved Site Plan shall not be eligible for subdivision.

e. All driveways/streets within the project shall be private. Said private driveways/streets shall be constructed to standards set forth in the North Carolina Department of Transportation subdivision road minimum construction standards, as required by Weaverville Code Sec. 24-83.

f. The number of off-street parking spaces provided shall be determined by the developer, but shall be adequate to accommodate the residential use of the property, with the understanding that parking on or along Water Leaf Drive is expressly prohibited.

g. Construction related vehicles must be parked on the property and not on the public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on the public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Code Section 22-48.

h. All outdoor lighting on the property shall comply with the outdoor lighting provisions of Code Section 20-3324. A plan shall be submitted and approved as required by Sec. 20-3603.

i. All signs shall comply with the provisions of Code Section 20-4104. Notwithstanding anything herein to the contrary, signage required by federal or state is allowed.

j. All landscape buffers shown on the Approved Site Plan must be maintained or installed. The 100-foot buffer to the south must be undisturbed with existing trees and shrubbery maintained. Maintenance of the undisturbed area can include the removal of trees that are deemed dangerous, but must be replaced. Landscaping that is installed must comply with the list of recommended species that is maintained by the Town's Planning Department. A landscaping plan meeting the requirements of Town Code Sec 20-3403 must be submitted and approved in conjunction with a zoning permit application. If any revisions to the landscaping are required in order to comply with environmental ordinances administered by Buncombe County, approval of such revisions shall not be unreasonably withheld by the Town. Any landscaping required by the plan shall be maintained in accordance with Sec. 20-3404(e).]

k. Compliance with Buncombe County sedimentation and erosion control standards and with Buncombe County's stormwater regulations is required. All permitting and inspections on these issues will be conducted through Buncombe County.

l. Compliance with all applicable floodplain regulations is required.

m. This project is subject to a final review by the Town's technical review committee prior to issuance of any permits.

n. Zoning permits required by Sec. 20-3110 shall be applied for within two years from the effective date of the Conditional District Ordinance. Upon request of the owner/developer, Town Council may, in its sole discretion, grant such extension as Town Council deems appropriate under the circumstances. Progress on the construction of the project and the establishment of vested rights shall thereafter be governed by NCGS 160D-108.

o. Code Section 20-3203 shall continue to govern the project including, but not limited, to those provisions regarding issuance of zoning permits, modifications (in accordance with Code Section 20-1303), appeals, and final plat approval.

p. Property owner/developer agrees to convey an easement to the Town of Weaverville for the purposes of the construction, installation, and maintenance of a greenway for public use. Said easement is to be a minimum of 30 feet in width on each side of Reems Creek with the exact locations to be determined prior to the completion of the project.

3. This ordinance shall be recorded in the Buncombe County Register of Deeds, and shall be binding on the property owner, their successors and assigns.
4. The conditional district zoning will be valid until amended or repealed.
5. This ordinance, including the conditions contained herein, shall be enforced as provided in Article III of Part 1 of Chapter 20 of the Weaverville Town Code, and Chapter 160D of the N.C. General Statutes.
6. The Town Zoning Administrator is hereby authorized and directed to make the changes as herein enacted on the official zoning map with said Conditional District labeled as "CD-10" and to issue a zoning permit for the improvements that are to be made in compliance with this Conditional District.
7. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, it will be up to Town Council to determine if the validity of the remaining portions of this ordinance is affected.
8. All ordinances and clauses of ordinances contained within the Town's Code of Ordinance which are in conflict herewith, are hereby repealed to the extent of such conflict.
9. This ordinance shall be effective immediately upon adoption.

ADOPTED THIS the ____ day of _____, 2025, with a vote of ___ for and ____ against.

_____

PATRICK FITZSIMMONS, Mayor

_____

TAMARA MERCER, Town Clerk

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

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

Witness my hand and official seal, this the _____ day of _____, 2025.

_____

Notary Public

My Commission Expires:

[Notary Seal]

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

OWNER:

_____

WILLIAM B. CRAWFORD, Individually, as Executor of the JAMES B. ROBERTSON ESTATE, and as Successor Trustee of the BLANCHE R. ROBERTSON MARITAL TRUST

DEVELOPER:

GREEN STREET CAPITAL PARTNERS, LLC

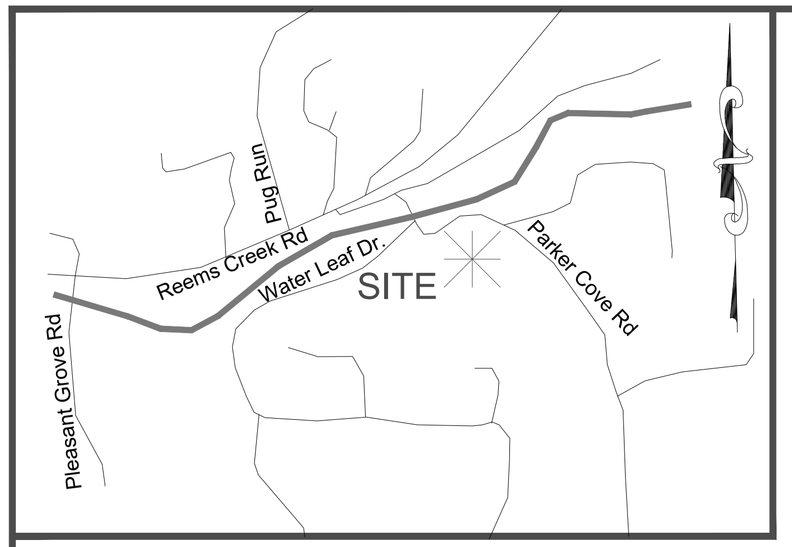
_____

_____, Managing Member

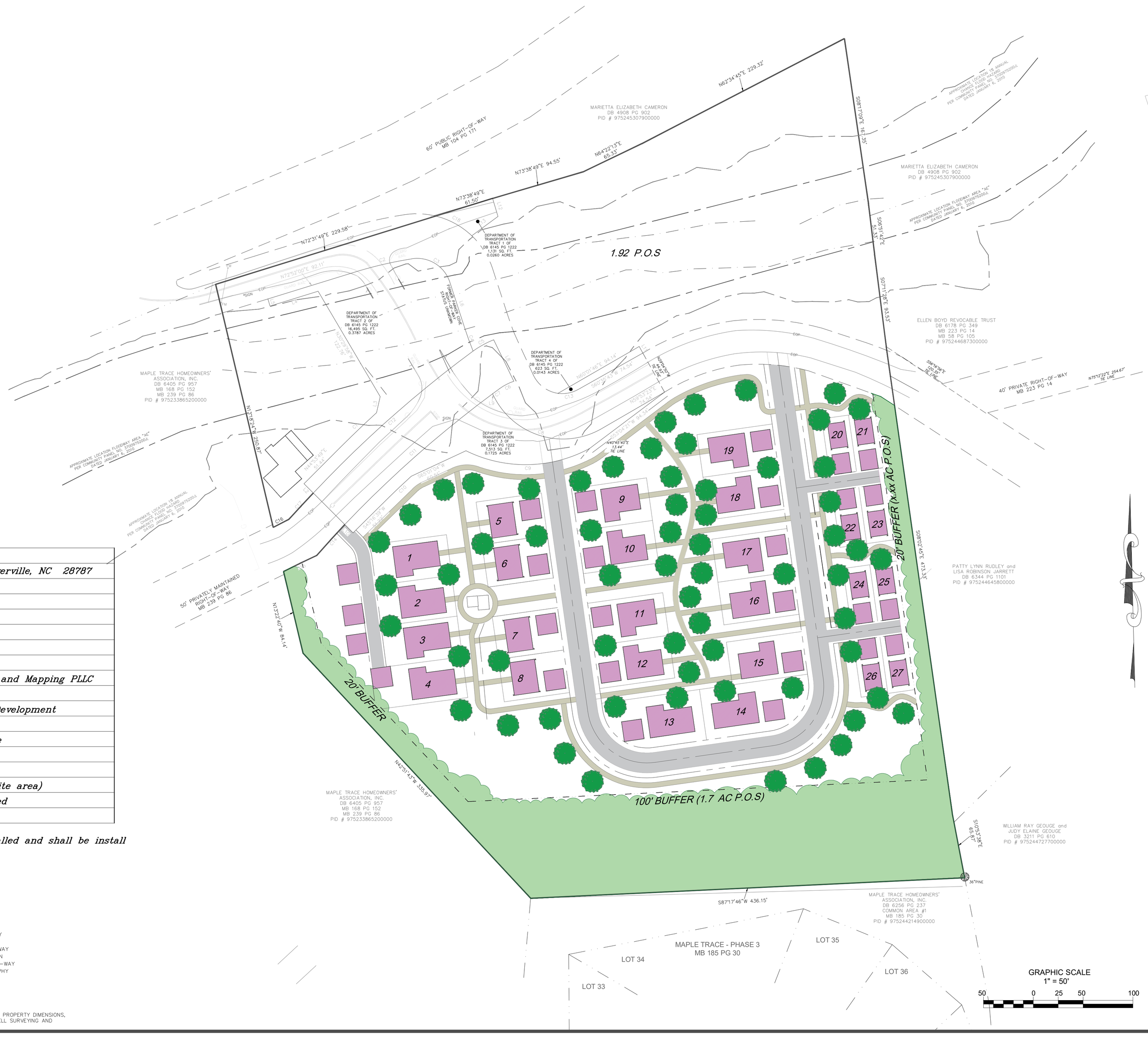
AMICUS PARTNERS, PLLC

_____

_____, Managing Member



VICINITY MAP
N.T.S.



REZONING PLAN DATA TABLE	
Site Address	21 Parker Cove Rd; Weaverville, NC 28787
Jurisdiction	Town of Weaverville
Parcel ID(s)	97524425600000
Deed Reference	DB 4673; Page 1806
Map Reference	MB 104; Page 171
Total Acreage	9.385-acres
Total Square Feet	408,908 sq. ft
Survey Prepared By:	Cloninger Bell Surveying and Mapping PLLC
Date Surveyed	08-15-2024
Principal Use(s)	Residential/Sustainable Development
Existing Zoning District	R1 - Bucombe County
Proposed Zoning District	CD - Town of Weaverville
Common Open Space (C.O.S)	3.87 Acres
Tree Save/Passive Open Space (P.O.S)	1.7 Acres
Impervious Area	1.27 Acres (13.5% total site area)
Total Number of Units	27 Single Family Detached
Total Density	2.87 units/acre

*Natural Gas, telephone, electric, and cable lines are to be installed and shall be install underground.

LEGEND:

- SUBJECT BOUNDARY
- EOP — EXISTING EOP
- COMMUNITY FLOODWAY
- 100-YR FLOODPLAIN
- EXISTING RIGHT-OF-WAY
- 2170 — EXISTING TOPOGRAPHY
- SS — PROPOSED SEWER
- W — W — PROPOSED WATER

GRAPHIC SCALE
1" = 50'
50 0 25 50 100

BEFORE YOU DIG STOP. CALL THE NC ONE-CALL CENTER AT 811. IT'S THE LAW.

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REFERENCE: ALL PARCEL AND BOUNDARY INFORMATION, ADJACENT PROPERTIES, PROPERTY DIMENSIONS, TOPOGRAPHY AND COORDINATES REFERENCED FROM A SURVEY BY CLONINGER BELL SURVEYING AND MAPPING, PLLC.

Amicus Partners, PLLC
Firm License # P-1191
2925 Senna Drive
Suite 202
Matthews, NC 28105
Civil Site Design
Low Impact Development
Small-Scale Building Design
Telephone: 704.936.6676

Seals:

PRELIMINARY NOT FOR CONSTRUCTION

THE SANCTUARY AT REEMS CREEK
TOWN OF WEAVERVILLE
BUNCOMBE COUNTY, NORTH CAROLINA

FOR:
GREEN STREET CAPITAL PARTNERS, LLC
2925 SENNA DRIVE, SUITE 202
MATTHEWS, NC 28105

Project Number: 17.24.001
Date: 08/29/2024
Drawn By: NRP
Checked By: NRP

Revisions:

	08/29/24	ORIGINAL SUBMITTAL

Sheet Title:

Rezoning Plan

Sheet No:

RZ-1

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Tuesday, February 24, 2025

Subject: Multifamily Residential Density – Min. Lot Area, Setbacks

Presenter: Planning Director

Attachments: Planning Board Recommendation, Staff Report

Description:

Staff has encountered a scenario where several of the goals of the comprehensive land use plan may be woven together to address the issue at hand. In short, we have a blind spot in our ordinances as it relates to the ownership of individual units, and the application of minimum lot area and setbacks within multifamily residential developments.

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for the determination on how to regulate condominiums (minimum lot area, setbacks within multifamily projects) which was given a number 1 priority, an ongoing review of zoning regulations which was given a number 2 priority, and the continued analysis of ways to provide standards regulations in order to reserve the use of conditional zoning which was given a number 3 priority.

Action Requested:

Town Council is asked to set a public hearing on the proposed text amendment for March 24 at 6pm or at such time as Council reaches the matter.

RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING MULTIFAMILY RESIDENTIAL,
TABLE OF DIMENSIONAL REQUIREMENTS AND ADDITIONAL STANDARDS

Town of Weaverville
Planning Board

Recommendation and Plan Consistency Statement for
Proposed Text Amendments

On February 4, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendment which provides for a new footnote within the table of dimensional requirements and adds new additional standards for multifamily residential developments allowing an alteration from the minimum dimensional requirements for multifamily projects. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of standards applicable to multifamily residential developments finding that such uses are treated differently by the land use regulations based upon the ownership of the property. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments seek to treat identical uses commonly, not based upon the ownership of the property; currently conditional zoning would be required for all multifamily projects in which individual dwelling units are offered for sale rather than rent; and the CLUP calls for a determination on how to regulate condominiums (minimum lot area and setbacks within multifamily developments), an ongoing review of zoning regulations, and the continued analysis of ways to provide standard regulations in order to reserve the use of conditional zoning for unique proposals.

Jane Kelley

Jane Kelley, Chairman of the Planning Board
February 4, 2025

RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING MULTIFAMILY RESIDENTIAL,
TABLE OF DIMENSIONAL REQUIREMENTS AND ADDITIONAL STANDARDS

Sec. 20-3206. Table of dimensional requirements.

Zoning District	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO[11]
Minimum Lot Area (sq. Ft.)	10,000[2,7]	7,500[1, 2,3,4,7,12]	5,445[1,2,3,4, 7, 12]	7,500[4,7, 8,12]	0	0	0	5,445[1,2,3,4,7]
Minimum Lot Width(ft.)	100	75[12]	75[12]	75[12]	0	50	0	75
Minimum Front Yard (ft.)	30	30[12]	30[12]	30[12]	0	0	0	30
Major Thoroughfare	30	30	30	30[5]	0	60	35[5]	30
Minor Thoroughfare	30	30	30	30[5]	0	25[5]	35[5]	30
With Parking in Front	-	-	-	-	-	60	-	-
Without Parking in Front	-	-	-	-	-	40	-	-
Minimum Side Yard (ft.) Abutting Residential District	10	10[6, 12]	10[6, 12]	10[6, 12]	0	30	40	10[6]
Minimum Side Yard (ft.) Abutting Commercial or Industrial District	10	10[6]	10[6]	10[6]	0	0	40	10[6]
Minimum Rear Yard (ft.) Abutting Residential District	10	10[6, 12]	10[6, 12]	10[6, 12]	0	30	40	10[6]
Minimum Rear Yard (ft.) Abutting Commercial or Industrial District	10	10[6]	10[6]	10[6]	0	0	40	10[6]
Height Limit (ft.)	35	35	35	45 and no more than 3 stories	Note 10	75	75	18
Buffer if Abutting a Residential District (ft.)	0	0	0	20	Note 9	20	20	0

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

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

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.
3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 8 units per acre.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 12 units per acre.

9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:

(a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.

(b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.

(c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.

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

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

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

12. For multifamily residential projects as defined herein, the dimensional requirements for projects which are meant for the offer of individual dwelling units or lots for sale rather than rent, the additional standards described at Sec. 20-3324. Dwelling – Multifamily (d) shall apply.

Sec. 20-3324. Dwelling – Multifamily (more than 4 units/building).

(a) Street lighting requirements made necessary by article VI of this part III are fully applicable to the use of Dwelling – Multifamily (more than four units/building) as defined in Code section 20-1202 except that such requirements are hereby modified to provide the following:

(1) All lighting on the property shall be mounted on posts no more than 16 feet tall.

(2) Blocking, shielding and aiming of all exterior lighting shall be used to minimize light trespass on to adjoining residential properties.

(3) The exterior lighting plan shall be subject to review and approval by the town's zoning administrator prior to installation.

(b) All containment devices for trash and recyclables (including but not limited to compactors, dumpsters, roll-out bins, and areas for storing cardboard) shall be placed in the side or rear yards only and located and designed so as not to be visible from the view of adjacent streets and properties. All containment areas shall meet the following standards:

(1) All containment areas shall be enclosed to contain windblown litter.

(2) Enclosures shall be at least as high as the highest point of the compactor or dumpster.

(3) Enclosures shall be made of materials that are opaque at the time of installation (such as a fence, wall, or mature opaque vegetation) and compatible with and/or similar to the design and materials of the principal building.

(4) Compactors and dumpsters shall be placed on a concrete pad that is large enough to provide adequate support and allow for positive drainage, and conform to the Buncombe County Health Department regulations governing compactor pads. A concrete apron shall also extend from the pad for support and access.

(5) Enclosures shall contain gates to allow for access and security.

(6) Dumpsters and compactors shall be located within the side or rear yard behind buildings and away from sidewalks or pedestrian circulation. Such locations should be accessible to service vehicles.

(7) Enclosures shall be landscaped in accordance with article IV of this part III.

(c) Maximum number of units per building – No more than 24 units per building are permitted.

(d) For multifamily residential projects as defined herein, certain dimensional requirements found at Sec. 20-3206 Table of dimensional requirements, for projects which are meant for the offer of individual dwelling units or lots for sale rather than rent, the additional standards for dimensional requirements contained in this subparagraph are applicable.

(1) Minimum lot area for each individual dwelling unit or lot may be reduced to O provided the overall density of the project does not eclipse the density as allowed by the underlying zoning district in which the property is located and the aggregate acreage or square footage of the parent parcel and each parcel created.

(2) Minimum lot width may be reduced to accommodate the project provided the overall density of the project does not eclipse the density as allowed by the underlying zoning district in which the property is located.

(3) Front, side and rear yard setbacks for each individual dwelling unit or lot may be reduced to O provided the generally applicable setbacks required by the underlying zoning district are made applicable to the exterior property lines of the parent parcel.

(4) Other dimensional requirements not specifically enumerated in this section, but generally applicable and found within Sec. 20-3206 Table of dimensional requirements, including but not limited to height and buffering shall remain in effect.

Town of Weaverville, North Carolina

Staff Report: Technical Change, Table of Dimensional Requirements

Prepared January, 2025

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Comprehensive Land Use Plan Stated Goal and Background Information

Staff has encountered a scenario where several of the goals of the comprehensive land use plan may be woven together to address the issue at hand. In short, we have a blind spot in our ordinances as it relates to the ownership of individual units, and the application of minimum lot area and setbacks within multifamily residential developments.

- Excerpt from recent technical review committee report*: Because these lots are to be platted and sold, the subdivision of the property is required and the table of dimensional requirements for the R-3 district must be adhered to. Even if by accident, all other townhome projects have been for rent, meaning individual lots did not have to be created and a reset back to the original minimum lot area did not have to occur. The density in units per acre is met, but the minimum lot area and setbacks for each unit/property is not met. This being said, preliminary plans for a subdivision of this nature cannot be administratively approved by our Planning Board.*

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for the determination on how to regulate condominiums (minimum lot area, setbacks within multifamily projects) which was given a number 1 priority, an ongoing review of zoning regulations which was given a number 2 priority, and the continued analysis of ways to provide standards regulations in order to reserve the use of conditional zoning which was given a number 3 priority.

Additionally, legal compliance with statutory standards which prohibit the regulation of property ownership could be considered. Even if by accident, our land use regulations encourage single ownership of multifamily residential projects which produce individual dwelling units for rent rather than sale. Under current regulations, the same project which offers individual dwelling units for sale will experience additional approvals (subdivision regulations which cannot be administratively adhered to, therefore requiring conditional zoning) which would not be applicable to for rent projects. This appears to be an unintended violation of the case law which prohibits ownership from determining regulations or subjecting similar projects to substantially different approval processes based on ownership.

Subjecting similar projects, and in this case identical uses, to differing approvals based upon their ownership should be addressed and it has been the practice of staff to bring forth technical changes when such necessary revisions to the zoning ordinance should be considered.

Town of Weaverville, North Carolina

Staff Report: Technical Change, Table of Dimensional Requirements

Prepared January, 2025

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Approval Process for Similar Projects and Identical Uses – Illustrated

PROJECT 1
RENTED



PROJECT 2
OWNED



	Rented	Owned
Approval Process	Permitted with standards. Subdivision ordinance not applicable as the property does not need to be subdivided to create individual lots or units for sale. Administrative zoning approval at staff level based upon objective standards of the ordinance.	Conditional zoning required as the administrative minimum subdivision standards cannot be met. Then the property is subdivided based upon the site-specific development plan incorporated with the conditional district. Then administrative zoning approval at staff level based upon the standards of the conditional district ordinance and plan.

Existing Table of Dimensional Requirements

Sec. 20-3206. Table of dimensional requirements.

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

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

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

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

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

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.
3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 8 units per acre.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 12 units per acre.
9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction

of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:

(a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.
(b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.
(c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.

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

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

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

Potential Texts Amendments

Though staff will be advocating for one particular text amendment (adding an additional footnote to the table of dimension requirements which reference additional standards applicable to multifamily development; or amending existing footnotes; or an exemption from the subdivision ordinance) to address the issue, it is prudent to present all options for consideration. Other options include:

- Converting multifamily projects back to special use permits. Unlikely to come to fruition, this would exempt projects from the subdivision ordinance and alleviate the problem encountered. In this route, projects would be heard by the Board of Adjustment and subject to quasi-judicial standards and procedure.
- Continued use of conditional districts. A goal of the comprehensive land use plan notes the desire to reserve conditional zoning for unique projects. This project should not be considered unique in that multifamily residential has become the most common form of residential development experienced over the last several years. As this type of development is common (absent the issue of ownership previously described), this would potentially expose the town to being overrun with conditional district requests where a text amendment would provide standard regulations.
- An additional revision of the conservation subdivision standards. In a likely upcoming revision to the conservation subdivision standards, the threshold for such development would drop from 25 lots to 10. These standards speak to structure placement but not necessarily lot standard reduction. This would not address smaller multifamily projects, or the conversion of an existing for rent project to a for sale project.
- The abolishment of minimum lot area. Also unlikely to come to fruition, other ordinances use dwelling unit per acre as the density standard rather than minimum lot area. In other words, you are capped at a certain density and the property owner can configure the lots and/or units however they see fit provided the density of the parent parcel is not exceeded.

- Leaving us with an additional footnote on the table of dimensional requirements or the revision of existing footnotes. This, in staff's estimation, is the cleanest way to move forward. It would be appliable to existing and future development and would subject similar projects and uses, regardless of ownership, to similar development approval. It would also allow for the reduction of minimum lot area and setbacks for individual lots within multifamily residential projects while applying a density standard to the project based upon the underlying zoning district and apply setback to the exterior of the property rather than each individual lot and/or unit. Lastly, an exemption from the subdivision ordinance could be a viable option.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

Proposed Text Amendment

Sec. 20-3206. Table of dimensional requirements.

Zoning District	R-1	R-2	R-3	R-12	C-1	C-2	I-1	MHO[11]
Minimum Lot Area (sq. Ft.)	10,000[2,7]	7,500[1, 2,3,4,7,12]	5,445[1,2,3,4, 7, 12]	7,500[4,7, 8,12]	0	0	0	5,445[1,2,3,4,7]
Minimum Lot Width(ft.)	100	75[12]	75[12]	75[12]	0	50	0	75
Minimum Front Yard (ft.)	30	30[12]	30[12]	30[12]	0	0	0	30
Major Thoroughfare	30	30	30	30[5]	0	60	35[5]	30
Minor Thoroughfare	30	30	30	30[5]	0	25[5]	35[5]	30
With Parking in Front	-	-	-	-	-	60	-	-
Without Parking in Front	-	-	-	-	-	40	-	-
Minimum Side Yard (ft.) Abutting Residential District	10	10[6, 12]	10[6, 12]	10[6, 12]	0	30	40	10[6]
Minimum Side Yard (ft.) Abutting Commercial or Industrial District	10	10[6]	10[6]	10[6]	0	0	40	10[6]
Minimum Rear Yard (ft.) Abutting Residential District	10	10[6, 12]	10[6, 12]	10[6, 12]	0	30	40	10[6]
Minimum Rear Yard (ft.) Abutting Commercial or Industrial District	10	10[6]	10[6]	10[6]	0	0	40	10[6]
Height Limit (ft.)	35	35	35	45 and no more than 3 stories	Note 10	75	75	18
Buffer if Abutting a Residential District (ft.)	0	0	0	20	Note 9	20	20	0

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

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

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.

3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 8 units per acre.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 12 units per acre.
9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:

(a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.
(b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.
(c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.

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

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

11. The dimensional standards for the MHO district only apply to manufactured homes. To the extent that a dimensional requirement for a manufactured home in the MHO district is

inconsistent with the corresponding dimensional requirement of the underlying use district, the more restrictive dimensional requirement shall apply to that manufacture home.

12. For multifamily residential projects as defined herein, the dimensional requirements for projects which are meant for the offer of individual dwelling units or lots for sale rather than rent, the additional standards described at Sec. 20-3324. Dwelling – Multifamily (d) shall apply.

Sec. 20-3324. Dwelling – Multifamily (more than 4 units/building).

(a) Street lighting requirements made necessary by article VI of this part III are fully applicable to the use of Dwelling – Multifamily (more than four units/building) as defined in Code section 20-1202 except that such requirements are hereby modified to provide the following:

(1) All lighting on the property shall be mounted on posts no more than 16 feet tall.

(2) Blocking, shielding and aiming of all exterior lighting shall be used to minimize light trespass on to adjoining residential properties.

(3) The exterior lighting plan shall be subject to review and approval by the town's zoning administrator prior to installation.

(b) All containment devices for trash and recyclables (including but not limited to compactors, dumpsters, roll-out bins, and areas for storing cardboard) shall be placed in the side or rear yards only and located and designed so as not to be visible from the view of adjacent streets and properties. All containment areas shall meet the following standards:

(1) All containment areas shall be enclosed to contain windblown litter.

(2) Enclosures shall be at least as high as the highest point of the compactor or dumpster.

(3) Enclosures shall be made of materials that are opaque at the time of installation (such as a fence, wall, or mature opaque vegetation) and compatible with and/or similar to the design and materials of the principal building.

(4) Compactors and dumpsters shall be placed on a concrete pad that is large enough to provide adequate support and allow for positive drainage, and conform to the Buncombe County Health Department regulations governing compactor pads. A concrete apron shall also extend from the pad for support and access.

(5) Enclosures shall contain gates to allow for access and security.

(6) Dumpsters and compactors shall be located within the side or rear yard behind buildings and away from sidewalks or pedestrian circulation. Such locations should be accessible to service vehicles.

(7) Enclosures shall be landscaped in accordance with article IV of this part III.

(c) Maximum number of units per building – No more than 24 units per building are permitted.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

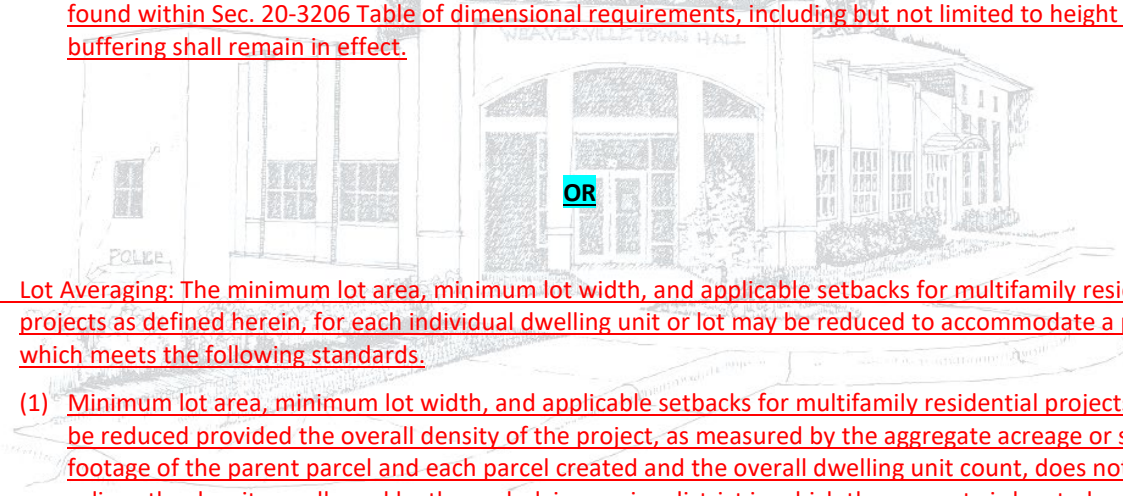
(d) For multifamily residential projects as defined herein, certain dimensional requirements found at Sec. 20-3206 Table of dimensional requirements, for projects which are meant for the offer of individual dwelling units or lots for sale rather than rent, the additional standards for dimensional requirements contained in this subparagraph are applicable.

(1) Minimum lot area for each individual dwelling unit or lot may be reduced to O provided the overall density of the project does not eclipse the density as allowed by the underlying zoning district in which the property is located and the aggregate acreage or square footage of the parent parcel and each parcel created.

(2) Minimum lot width may be reduced to accommodate the project provided the overall density of the project does not eclipse the density as allowed by the underlying zoning district in which the property is located.

(3) Front, side and rear yard setbacks for each individual dwelling unit or lot may be reduced to O provided the generally applicable setbacks required by the underlying zoning district are made applicable to the exterior property lines of the parent parcel.

(4) Other dimensional requirements not specifically enumerated in this section, but generally applicable and found within Sec. 20-3206 Table of dimensional requirements, including but not limited to height and buffering shall remain in effect.



OR

(d) Lot Averaging: The minimum lot area, minimum lot width, and applicable setbacks for multifamily residential projects as defined herein, for each individual dwelling unit or lot may be reduced to accommodate a project which meets the following standards.

(1) Minimum lot area, minimum lot width, and applicable setbacks for multifamily residential projects may be reduced provided the overall density of the project, as measured by the aggregate acreage or square footage of the parent parcel and each parcel created and the overall dwelling unit count, does not eclipse the density as allowed by the underlying zoning district in which the property is located.

(2) Other generally applicable dimensional standards including but not limited to height and buffering remain in effect.

OR

Sec. 20-2103. Applicability.

Subdivision regulations shall be applicable to all divisions of a tract or parcel of land into two or more lots, building sites, or other divisions when any one or more of those divisions is created for the purpose of sale or building development (whether immediate or future), and shall include all divisions of land involving the dedication of a new street or a change in existing streets; but the following shall not be included within this definition nor be subject to any regulations authorized by this chapter:

(1) The combination or recombination of portions of previously subdivided and recorded lots where the total number of lots is not increased and the resultant lots are equal to or exceed the standards of the town as shown in its subdivision regulations.

(2) The division of land into parcels greater than ten acres where no street right-of-way dedication is involved.

(3) The public acquisition by purchase of strips of land for the widening or opening of streets, or for utility easements for water, sewer or other purposes.

(4) The division of a tract in single ownership whose entire area is no greater than two acres into not more than three lots, where no street right-of-way dedication is involved and where the resultant lots are equal to or exceed the standards of the town as set forth in the zoning ordinance or herein.

(5) The division of a tract into parcels in accordance with the terms of a probated will or in accordance with intestate succession under G.S. Chapter 29.

(6) Special use permits and conditional districts which have been approved in accordance with the provisions of this chapter, and development agreements established pursuit to Article 10 of G.S. Chapter 160D. (also could go here)

(7) The division of land pursuant to an order of a court of the general court of justice.

(8) The division of land for cemetery lots or burial plots.

(9) The division of land for the purpose of changing the boundary line(s) between adjoining property owners and no new road right-of-way dedication is involved, providing said division does not cause either property to be in violation of any town ordinance.

(10) Multifamily residential projects as defined herein, where the density does not exceed the overall dwelling unit count allowed by the underlying zoning district in which the property is located and the applicable setbacks of the underlying zoning district are applied to the exterior of the parent parcel.

PROCLAMATION

HONORING BLACK HISTORY MONTH 2025

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

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

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

WHEREAS, the national theme for Black History Month 2025 is "African Americans and Labor" and focuses on the profound ways that work and working of all kinds – free and unfree, skilled, and unskilled, vocational and voluntary – intersect with the collective experiences of Black people and more; and

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

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

NOW, THEREFORE I, Patrick Fitzsimmons, by virtue of the authority vested in me as Mayor of the Town of Weaverville, and on behalf of Weaverville Town Council, do hereby proclaim the month of February 2025 as Black History Month in the Town of Weaverville.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town of Weaverville to be affixed this the **24th day of February** in year of **2025**.

P Fitzsimmons

Patrick Fitzsimmons, Mayor
Town of Weaverville, North Carolina

Tamara Mercer

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

TOWN OF WEAVERVILLE
CORPORATE
SEAL
NORTH CAROLINA

INTERIM TOWN MANAGER'S REPORT
February 2025

Mayor/Council,

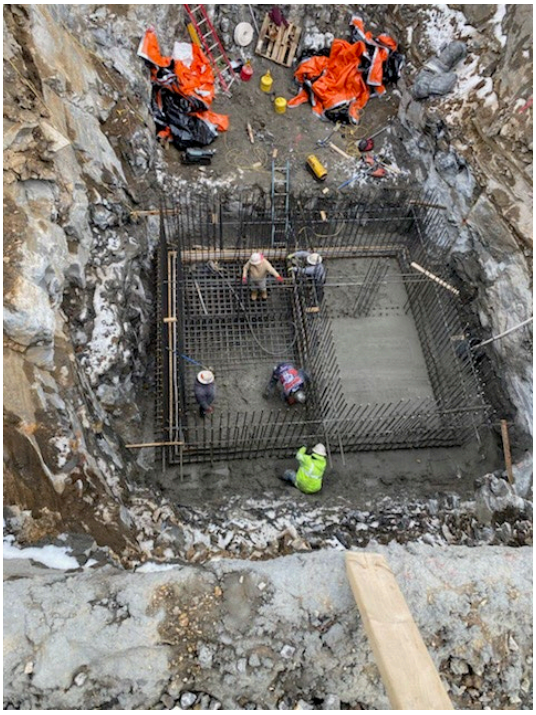
Arbor Day Celebration
The Town's Tree Board has been working on an Arbor Day event to be held in the Main Street Nature Park on April 10th at 11:00 am (stage area). A red oak will be planted in this beautiful park in part to memorialize the vast loss of trees in our area due to Hurricane Helene.

Federal Funding Request for Community Projects
Congressman Chuck Edward's office reached out and asked the Town to submit a few community projects for federal funding consideration in the FY2026 budget. The attached list of projects was submitted to his office on February 18th.

Citizens Academy
This year's Citizen's Academy is in full swing with about 25 fully engaged participants. Sessions on General Government and Land Use have already been held. The next session is scheduled for March 6th at the Community Center and will include information on the Community Center and Community Engagement. Information on Town boards (Planning Board, Board of Adjustment, Tree Board, etc.) will be discussed and a representative from the Board of Elections will also give a brief presentation on running for Town Council. This will also be an opportunity for the participants to get to know each other. The remaining schedule of sessions is: Fire Department – April 3rd, Police Department – May 1st, Public Works and Water – May 29th, and Graduation/Certificate Ceremony at the Town Council meeting on June 23rd.

Budget Calendar
Town staff is actively working on their budgets with a submittal deadline of March 7th. Department meetings with me will be held during the week of March 10th. I plan to use Budget Workshop #1 on March 18th to provide you with a high-level review of each department's budgetary needs as background information for the upcoming budget deliberations. It is my hope that this may provide some context for some of the budget requests that you will be seeing. Following a similar schedule as last year, the FY2025-2026 budget calendar includes workshops on March 18th, April 15th, May 13th, June 3rd, and June 17th. The public hearing will be requested for May 13th and adoption requested on June 17th.

Dry Ridge Historical Museum Report
Judy Craggs has provided the Town with their fourth quarter and 2024 end-of-year reports of the Dry Ridge Historical Museum activity. See attached.



MSD Weaverville Pump Station Update

Doug Dearth, the Town's MSD Representative, has passed along some information concerning this pump station project. The Weaverville Pump Station project is progressing despite a couple of storm related setbacks. Construction of the pump station is expected to continue through February 2026. The new force main (discharge pipe out of the pump station) is approximately 22,000 linear feet and all clearing and vegetation removal has been completed. Installation of the new 24" force main will begin north of MSD's hydroelectric facility and work back towards the pump station. The new pumping system is expected to be fully operational and in service by Spring 2026.

Parking Lot Paving

The recently added 20 parking spaces at Lake Louise were paved earlier this month. This brings the total number of parking spaces at Lake Louise to 83, four (4) of which are handicapped spaces [not including the dedicated spaces at the Recreation Complex (28) or the Community Center (43)]. Hopefully we will be able to string together the right number of warm, dry days in the very near future to allow the Town Hall parking lot to be paved and opened back up to more public use.

FEMA Recovery Center and Private Property Debris Removal (PPDR)

We will continue hosting the FEMA DRC (Disaster Recovery Center) in the Town Hall Community Room during the month of March (subject to cancellation due to inclement weather): Monday through Friday from 8am-6pm, Saturdays 9am-2pm. DebrisTech will be onsite on Friday February 28 and on every Monday in March from 8am-4pm for the PPDR intake process. We hope this gives the community more flexibility to come in and get signed up for PPDR and FEMA requests handled. We have reiterated with FEMA staff that there is limited parking at Town Hall and we have gotten them approval to park in the school lot.

Water Wheel Update

This week the Public Works staff started to "dig" out the water wheel so that it can be fully assessed and the repair/replacement project can get underway. The crane removed the water wheel today (February 24th). The repair estimate is approximately $39,000.

Respectfully submitted,
Scottie Harris, Interim Town Manager

TOWN OF WEAVERVILLE, NORTH CAROLINA
FY26 COMMUNITY PROJECTS FUNDING REQUEST

PROJECT NAME	**Water Meter Conversion Project**
REQUESTED AMOUNT	**$1,000,000**
PROJECT DESCRIPTION	The Town's radio-read water meters were last installed in 2020, but are no longer being supported by the vendor and replacements and parts are not available. **The Town must replace the transmitter component in all of its water meters to allow cellular read capability. Once converted these meters will constantly transmit usage data to Town offices, eliminating the need for Town personnel to drive to each of the 3,300+/- customer locations to collect data.** These new meters will also allow water customers 24/7 access to water data and provide easy monitoring and alerts to help them detect leaks and spikes in usage. This should help reduce the loss of water, damage to Town infrastructure due to prolonged leaks, and cost to water customers when breaks occur.
PROJECT NAME	**Rescue Truck Replacement Project**
REQUESTED AMOUNT	**$1,500,000**
PROJECT DESCRIPTION	**The Town needs to replace an aging rescue truck to better serve the emergency needs of the citizens, visitors, and businesses of Weaverville and North Buncombe County.** The current rescue truck is a 2009 model and has been in continuous service for 16 years. It is increasingly out-of-service for repair and maintenance costs are expensive and increasing each year. In natural disasters and daily technical emergencies, rescue trucks carry crucial equipment and personnel for flood rescues, structural collapses, land area searches, confined and technical rescues. Rescue trucks are essentially massive toolboxes that support firefighters' efforts to save lives.
PROJECT NAME	**Public Works Sanitation Equipment Project**
REQUESTED AMOUNT	**Up to $950,000**
PROJECT DESCRIPTION	The Town is experiencing rapid and sustained growth in its jurisdiction which is straining the Town's sanitation services. **The Town's garbage routes are increasing and there is a need for a second sanitation truck ($400,000), a new leaf vacuum ($300,000), and an additional knuckleboom truck ($250,000) to continue to provide safe, timely, effective, and reliable pickup of garbage and vegetative debris for all of its citizens.** The second sanitation truck and knuckleboom truck allow for all customers to be served in a timely manner under ordinary circumstances and provides a critical backup if the other truck is out of service for maintenance. The leaf vacuum will help the Town keep its streets free of flooding associated with stormwater.

TOWN OF WEAVERVILLE CONTACT INFORMATION:

Patrick Fitzsimmons – Weaverville Mayor
pfitzsimmons@weavervillenc.org
(828)777-2495 (Cell)

Scottie Harris – Weaverville Town Manager
sharris@weavervillenc.org
(828)645-7116 (Office) and (919)215-0774 (Cell)

DRY RIDGE
Historical Museum

Fourth Quarter Report 2024
December 31, 2024

- Visitors to the Museum -138
- Volunteer Hours - 240
- Author Terry Roberts talk - 60
- Candlelight Stroll - Van was provided for transportation to Main Street

  Live music and refreshments were provided at the Community Center

  Cost to the Museum was $875
- Two new showcases were installed including a large exhibit in two cases,

  Then and Now-The History of Main Street

  Showcases were viewed by the more than 9,000 people who voted at the Community Center that resulted in many inquiries about the Museum and interest in volunteering

Due to Hurricane Helene and voting at the Community Center 4th Quarter attendance at the Museum was severely impacted. The Candlelight Stroll was also impacted by the freezing weather and the confusion over the date. Facebook and Instagram posts, online requests and research continued to be fulfilled and Board meetings were held.

The Google Business account had a 36% increase in profile views and a 65% increase searches

Respectfully submitted,

Judith Reagan Craggs, Chair

DRY RIDGE
Historical Museum

Annual Report 2024

In 2024 the Dry Ridge Historical Museum has continued efforts to expand its reach to fulfill our mission of collecting, preserving and sharing the history of Weaverville and the surrounding area.

January - December 2024

Volunteer Hours - 2259
Visits - 793
Five group tours - 35 participants
Kindergarten visit from Weaverville Primary - 131 students
Six History talks - 282 participants
Three Community presentations - 94 participants

Facebook and Instagram followers continue to grow, new video and reels on Instagram increased views substantially. The Google Business account allows searches and directions to the Museum for out of town visitors. The Website was updated, 23 requests for information and research were completed

Major projects:

Two large exhibits were installed, *Weaverville Then and Now,* in 2 cases as requested by the Town, and a Schools exhibit that has garnered very positive feedback and inquiries for pictures and Museum research

For Black History Month, a traveling Green Book exhibit was displayed as well as 2 showcases featuring the Hillside Community and families who have been important to the history of the town

The Oral History Project recorded four interviews

Storage space was acquired for excess Museum equipment and large items not on display

Inventory started in 2023 was completed and is on the computer

Summer intern scanned photographs and documents into the computer
2 student volunteers contributed time to the Museum

The Museum participated in a Community Center committee with other town groups for purposes of cooperation and communication. We are also active in other area Museum groups

In cooperation with the Weaverville Business Association the Museum sponsored the Candlelight Stroll at the Community Center, providing a shuttle to downtown, entertainment and refreshments. Exhibit space was provided for Art in Autumn and Art Safari as well as other Community activities.

Although visits in the 4th Quarter were severely impacted by Hurricane Helene and Voting at the Community Center, over 9,000 people viewed the Showcases while in line for voting with many positive comments and inquiries about the Town and the Museum.

Acquisitions:
Portable organ over 100 years old was restored by Larry Sprinkle and installed in the Museum
An original journal belonging to Dr. James Americus Reagan was donated and is being transcribed

Respectfully submitted,

Judith Reagan Craggs, Chair
Dry Ridge Historical Museum

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 24, 2025
SUBJECT:	Town of Weaverville's 150th Anniversary
PRESENTER:	Mayor Fitzsimmons
ATTACHMENTS:	Proclamation Brochure on Dry Ridge Historical Museum Coffee Talk

DESCRIPTION/SUMMARY OF REQUEST:

The Town of Weaverville is celebrating its 150th anniversary this year beginning on March 16, 2025.

Town Council is encouraged to discuss ways in which the Town can celebrate its past, present, and future during this special anniversary year.

To kick things off, the Dry Ridge Historical Museum will be holding a coffee talk on Weaverville's history on March 28, 2025, at 10:30 am.

TOWN COUNCIL ACTION REQUESTED:

Town Council discussion and possible direction.

Proclamation
Town of Weaverville's 150th Anniversary

WHEREAS, on March 16, 1875, the North Carolina General Assembly passed "An Act to Incorporate the Town of Weaverville" in Buncombe County, North Carolina; and

WHEREAS, Weaverville was named after Michael Montraville Weaver whose descedants still have connections to the area;

WHEREAS, the population at incorporation was about 200 people and the original municipal limits originally extended ½ mile in all directions from J.W. VanDiver's Store which is the oldest commercial building in Western North Carolina still in use and currently home to Tessa's Shop Around the Corner, Keller Williams Realty, and Blue Mountain Pizza;

WHEREAS, Weaverville is now a thriving Town of approximately 5,000 people that is known for its small-town charm and excellent quality of life; and

WHEREAS, over the last 150 years, the Town was shaped by people from all backgrounds and beliefs, each contributing to the Town's rich history and the current fabric of our community; and

WHEREAS, the sesquicentennial celebration year will be one of unification, common understanding, and a year that challenges community members to celebrate Weaverville's past, present, and future;

NOW THEREFORE, I, Patrick Fitzsimmons, Mayor of the Town of Weaverville, do hereby proclaim March 16, 2025, through March 15, 2026, **WEAVERVILLE'S SESQUICENTENNIAL YEAR**, and urge all residents, businesses, and community organizations to join in the celebration. Let us all come together to recognize, appreciate, and build upon the hard work, dedication, and resilience of those who have contributed to the formation of our Town, and enthusiastically embrace our bright future together.

I hereby set my hand and have caused the Seal of the Town of Weaverville, North Carolina, to be affixed this the 24th day of February, 2025.

P Fitzsimmons

PATRICK FITZSIMMONS, Mayor

Dry Ridge Museum Coffee Talk

March 28th @ 10:30 am



Judy Craggs, Dry Ridge Museum Director, will present:

Weaverville 150 Years of History

Free & Open to the Public
museum donations are welcome
Weaverville Community Center
60 Lakeshore Drive

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 24, 2025
SUBJECT:	WBA St. Patrick's Day Event – Road Closure and Social District
PRESENTER:	Interim Town Manager Harris
ATTACHMENTS:	Road Closure Ordinance with Event Map Social District Ordinance with Map & Management Plan

DESCRIPTION/SUMMARY OF REQUEST:

The WBA has planned a St. Patrick's Day event to be held on Sunday, March 16, from 2 pm to 6 pm. To accommodate their planned activities they are requesting a road closure of a portion of Florida Avenue and a portion of Merchants Alley and a social district for this event. The attached event map shows what is planned and where.

Town Council approval is required on both the road closure and social district.

WBA representatives and Town staff will be at tonight's meeting to answer any questions that Town Council might have on this request.

TOWN COUNCIL ACTION REQUESTED:

Town Council action to adopt the road closure ordinance and the social district ordinance as presented. Suggested motion:

> *Motion to adopt the Road Closure Ordinance and the Ordinance Creating an Event-Specific Social District for the WBA St. Patrick's Day Event to be held on March 16, 2025*

Town Hall
30 South Main Street | P.O. Box 338
Weaverville, N.C. 28787

The Town of Weaverville NORTH CAROLINA

Phone: (828) 645-7116
Fax: (828) 645-4776
Website: www.weavervillenc.org

AN ORDINANCE DECLARING A TOWN ROAD CLOSURE FOR A ST. PATRICK'S DAY SPECIAL EVENT

WHEREAS, the Town Council of Weaverville wishes to continue its support the Weaverville Business Association and its community center events; and

WHEREAS, the Weaverville Business Association has planned a St. Patrick's Day special event for Sunday, March 16, 2025, and requests a temporarily road closure of a portion of Florida Avenue and a portion of Merchants Alley from 1:00 pm and 9:00 pm to accommodate the activities planned, set up and break down; and

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

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

St. Patrick's Day Special Event

Date:	March 16, 2025
Begin time:	1:00 pm
End time:	9:00 pm

Description of closure: portion of Florida Avenue and portion of Merchants Alley as shown on the attached map;

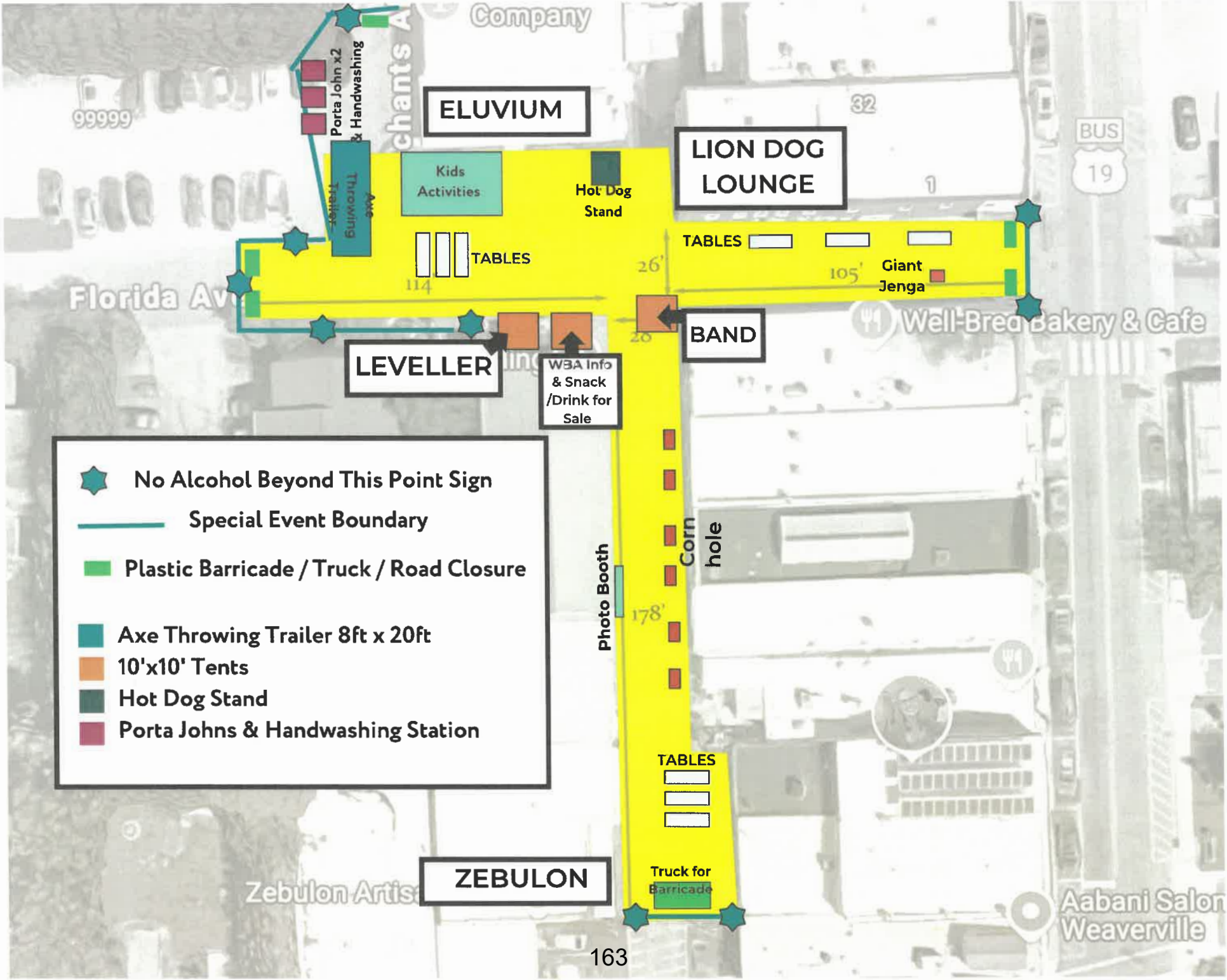
and, pursuant to Weaverville Code of Ordinances, it shall be (1) unlawful for any person to remove any barrier (traffic cone or barrel, barricade, caution tape, etc.) or sign stating that a street or roadway is closed to traffic, and (2) unlawful to drive on or over a street or roadway that is marked, signed or barricaded to indicate that it is closed to traffic. A person who violates any provision of this ordinance may be subject to criminal and/or civil penalties.

This ordinance is adopted this the _____ day of February, 2025, and is to become effective when signs are erected giving notice of the road closures and detour routes and the implementation of adequate traffic control.

_____
Patrick Fitzsimmons, Mayor

Attest:

_____
Tamera Mercer, Town Clerk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LION DOG LOUNGE
LEVELLER
BAND
ZEBULON
Porta John x2 & Handwashing
Throwing Trailer Axe
Kids Activities
Hot Dog Stand
TABLES
TABLES
Giant Jenga
WBA Info & Snack /Drink for Sale
Photo Booth
Corn hole
TABLES
Truck for Barricade
114
26'
105'
28
178'
No Alcohol Beyond This Point Sign
Special Event Boundary
Plastic Barricade / Truck / Road Closure
Axe Throwing Trailer 8ft x 20ft
10'x10' Tents
Hot Dog Stand
Porta Johns & Handwashing Station
Florida Av
Well-Bred Bakery & Cafe
Aabani Salon Weaverville
Zebulon Artis
99999
32
BUS 19

TOWN OF WEAVERVILLE ORDINANCE
CREATING AN EVENT-SPECIFIC SOCIAL DISTRICT

WHEREAS, the Town has the legal authority under G.S. §§ 160A-205.4 and 18B-300.1 to adopt an ordinance designating one or more social districts within its municipal limits;

WHEREAS, the Town of Weaverville wishes to adopt a social district for the Weaverville Business Association's St. Patrick's Day special event that is to be held on March 16, 2025, in which the possession and consumption of alcoholic beverages are allowed within a certain geographic area during the event, subject to applicable laws, rules and regulations;

NOW, THEREFORE, the Town Council of the Town of Weaverville, North Carolina, hereby adopts this temporary ordinance as follows:

1. **Effectiveness**. This ordinance shall only be effective during the St. Patrick's Day event which is from 2:00 pm to 6:00 pm on March 16, 2025. If the St. Patrick's Day event is postponed to another date and time, then the date on which this ordinance shall be effective shall automatically be changed to coincide with the new date of the event. If the St. Patrick's Day event is cancelled, then this ordinance shall be immediately repealed and of no force and effect.
2. **Definitions**. The following definitions shall apply:
    a. *ABC Commission* – The North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200.
    b. *ABC permit(s)* – Any written or printed authorization issued by the ABC Commission pursuant to the provisions of Chapter 18B of the N.C General Statutes, other than a purchase-transportation permit. Unless the context clearly requires otherwise, as in the provisions concerning applications for permits, "ABC permit" or "permit" means a presently valid permit.
    c. *Alcoholic beverage* – Any beverage containing at least one half of one percent (0.5%) alcohol by volume, including beer or malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed beverages, and any alcohol consumable.
    d. *Alcohol consumable (or consumable alcohol)* – Any manufactured and packaged ice cream, ice-pop, gum-based or gelatin-based food product containing at least 0.5% alcohol by volume.
    e. *Customer* – A person who purchases an alcoholic beverage from a permittee that is in a social district.
    f. *Malt beverage (or beer)* – Beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage or alcohol consumable, except for fortified

and unfortified wine as defined by Chapter 18B of the N.C. General Statutes, containing at least 0.5% and not more than 15% alcohol by volume.

g. *Mixed beverage* – Either a drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package or a premixed cocktail served from a closed package containing only one serving.

h. *Non-permittee business* – A business that is located in a social district and does not hold any ABC permit.

i. *Open container* – A container whose seal has been broken or a container other than the manufacturer's unopened original container.

j. *Permittee* – An establishment holding any of the following permits issued by the ABC Commission:

   i. An on-premises malt beverage permit issued pursuant to G.S. § 18B-1001(1);
   ii. An on-premises unfortified wine permit issued pursuant to G.S. § 18B-1001(3);
   iii. An on-premises fortified wine permit issued pursuant to G.S. § 18B-1001(5);
   iv. A mixed beverages permit issued pursuant to G.S. § 18B-1001(10);
   v. A wine shop permit issued pursuant to G.S. § 18B-1001(16);
   vi. A special one-time permit issued pursuant to G.S. § 18B-1002.

k. *Person* – An individual, firm, partnership, association, corporation, limited liability company, other organization or group or other combination of persons acting as a unit.

l. *Police Department* – The Town of Weaverville Police Department

m. *Premises* – A fixed permanent establishment, including all areas inside or outside of the licensed premises, where the permittee has control through a lease, deed, or other legal instrument.

n. *Social district* – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the Town by ordinance pursuant to G.S. § 18B-300.1(d). A social district may include privately owned property, including permittees and non-permittee businesses, multi-tenant establishments, as defined in G.S. § 18B-1001.5, and public streets, sidewalks, crosswalks, and parking areas, whether or not the streets, sidewalks, or parking areas are closed to vehicle traffic.

o. *Spirituous liquor (or liquor)* – Distilled spirits or ethyl alcohol, and any alcohol consumable containing distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin, and all other distilled spirits or mixtures of cordials, liqueur, and premixed cocktails, in closed-containers regardless of their dilution.

p. *Town* – The Town of Weaverville

q. *Wine, fortified* – Any wine or alcohol consumable containing more than 16% and no more than 24% alcohol by volume, made be fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

r. *Wine, unfortified* – Any wine or alcohol consumable containing 16% or less alcohol by volume that is made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.

3. **Boundaries and Map**. The boundaries of the social district shall be as shown on the designated map which is attached hereto as Exhibit A and which shows the restaurants, businesses, streets, sidewalks, dining areas, alleyways, and other areas that are part of the social district.

4. **Management and Maintenance Plan**. The Management and Maintenance Plan which is attached hereto as Exhibit B is found to be in compliance with the requirements of this ordinance and applicable law and is hereby approved. The Town Clerk shall post the approved Management and Maintenance Plan on the Town's website within 24 hours of the adoption of this ordinance and the Plan must remain readily available for public inspection from the date of ordinance adoption through the end of the event.

5. **Sale of Alcoholic Beverages**. Permittees are allowed to sell alcoholic beverages pursuant to their ABC permit in the social district. Nothing in this ordinance shall alter the duties and responsibilities of any permittees to abide by North Carolina's laws and regulations regarding the sale of alcoholic beverages. Permittees operating within or contiguous to the social district and participating in the social district may allow its customers to leave its premises with one alcoholic beverage purchased from the permittee as long as the alcoholic beverage is contained within an appropriate container as set out in the Management and Maintenance Plan and as described in section 6(b) of this ordinance.

6. **Possession and Consumption of Alcoholic Beverages**. Notwithstanding any state or local law or ordinance prohibiting open containers, the possession and consumption of alcoholic beverages are allowed as follows:

    a. Alcoholic beverages purchased from a permittee located within or contiguous to the social district may be possessed and consumed within the

designated social district (including within participating businesses located within the social district).

b. Alcoholic beverages within the social district must be in containers meeting the requirements of G.S. § 18B-300.1(e), and the approved Management and Maintenance Plan, including the following:

    i. The container must clearly identify the permittee from which the alcoholic beverage was purchased;

    ii. The container must clearly display a logo or other mark that is unique to the social district in which it will be consumed;

    iii. The container must not be made of glass;

    iv. The container must display the following statement in no less than 12-point font – "Drink Responsibly – Be 21";

    v. The container may not hold more than 16 fluid ounces.

c. Alcoholic beverages may only be possessed and consumed during the designated hours of the St. Patrick's Day event which is from 2:00 pm to 6:00 pm on March 16, 2025.

d. Any person in possession of an alcoholic beverage within the social district must dispose of the alcoholic beverage before exiting the social district or entering or mounting a vehicle (including a bicycle or similar transportation device) located within the social district. Possession of an open container outside of the social district is a violation of G.S. §§ 18B-300 and/or 18B-301, which is punishable in criminal court as a misdemeanor.

e. Alcoholic beverages that are purchased from a permittee within the social district for off-premises consumption (i.e. uncorked bottle of wine, etc.) are not allowed to be consumed within the social district.

7. **Alcoholic Beverages Not Purchased within the Social District Prohibited**. North Carolina law does not allow the possession or consumption of alcoholic beverages within the social district that are not purchased from a permittee located within the social district. Alcoholic beverages brought from home are not allowed within the social district.

8. **All Other Laws Remain in Effect**. All other laws regarding the possession and consumption of alcoholic beverages and the actions resulting from impaired judgment remain in effect including, but not limited to the following: driving while impaired; intoxicated and disruptive conduct, disorderly conduct; possession and consumption of alcoholic beverages by a minor, aiding and abetting underage possession and consumption of alcoholic beverages, indecent exposure, public urination; trespassing; vandalism, destruction of property, littering; sale, possession and/or use of illegal substances.

9. **Enforcement**. A violation of this ordinance is a misdemeanor or infraction as provided by G.S. §§ 14-4 and 160A-175. As an alternative or additional measure of enforcement, any law enforcement officer or authorized Town employee may issue a citation for a civil penalty for violation of this ordinance in accordance with the requirements of Town Code Section 1-6. This authority shall be in addition to any other authority and shall not preclude in any way any law enforcement officer from exercising any authority or carrying out the duties of a law enforcement officer, nor preclude the Town from any other available legal enforcement procedure. Enforcement of an unpaid citation may be by issuance of a criminal summons, by the filing of a complaint to collect the unpaid debt owed to the Town or by other means authorized by North Carolina law and/or Town Code.
10. **Non-Severability**. Should any provision of this ordinance be deemed illegal or unconstitutional, then the ordinance shall immediately terminate and cease to be effective.

ADOPTED THIS the 24th day of February, 2025, with _____ voting in favor and ____ against.

_____

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

_____

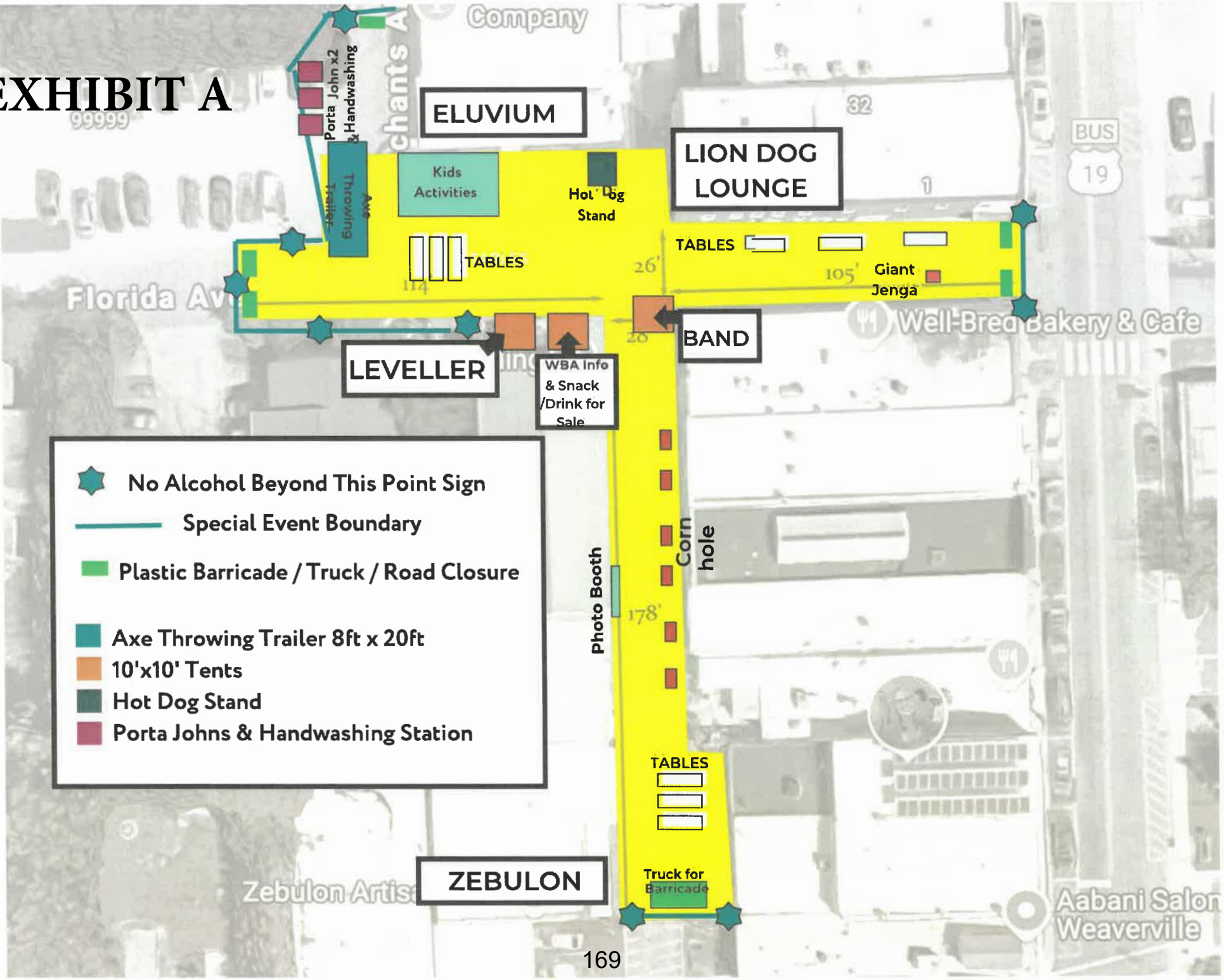
TAMARA MERCER, Town Clerk

APPROVED AS TO FORM:

_____

Town Attorney

EXHIBIT A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LION DOG LOUNGE
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ZEBULON
Porta John x2 & Handwashing
Throwing Trailer
Axe
Kids Activities
Hot Dog Stand
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Giant Jenga
WBA Info & Snack /Drink for Sale
Photo Booth
Corn hole
TABLES
Truck for Barricade
26'
105'
114'
178'
Florida Ave
Well-Bred Bakery & Cafe
Aabani Salon Weaverville
No Alcohol Beyond This Point Sign
Special Event Boundary
Plastic Barricade / Truck / Road Closure
Axe Throwing Trailer 8ft x 20ft
10'x10' Tents
Hot Dog Stand
Porta Johns & Handwashing Station

EXHIBIT B

Weaverville Social District Management and Maintenance Plan

as of February 18th, 2025

RULES OVERVIEW

Alcohol may be consumed in the Social District on Sunday, March 16th from 2pm to 7pm. No outside alcohol is permitted within the district. All alcoholic beverages must be purchased from permitted establishments located within the Social District, served in specially labeled cups, and consumed within the district. Only one Social District beverage per person can be served at a time. An establishment may allow patrons to enter their premises with an alcoholic beverage purchased at a different permitted establishment within the Social District. Any alcoholic beverage must be consumed or discarded before exiting the Social District or entering a vehicle.

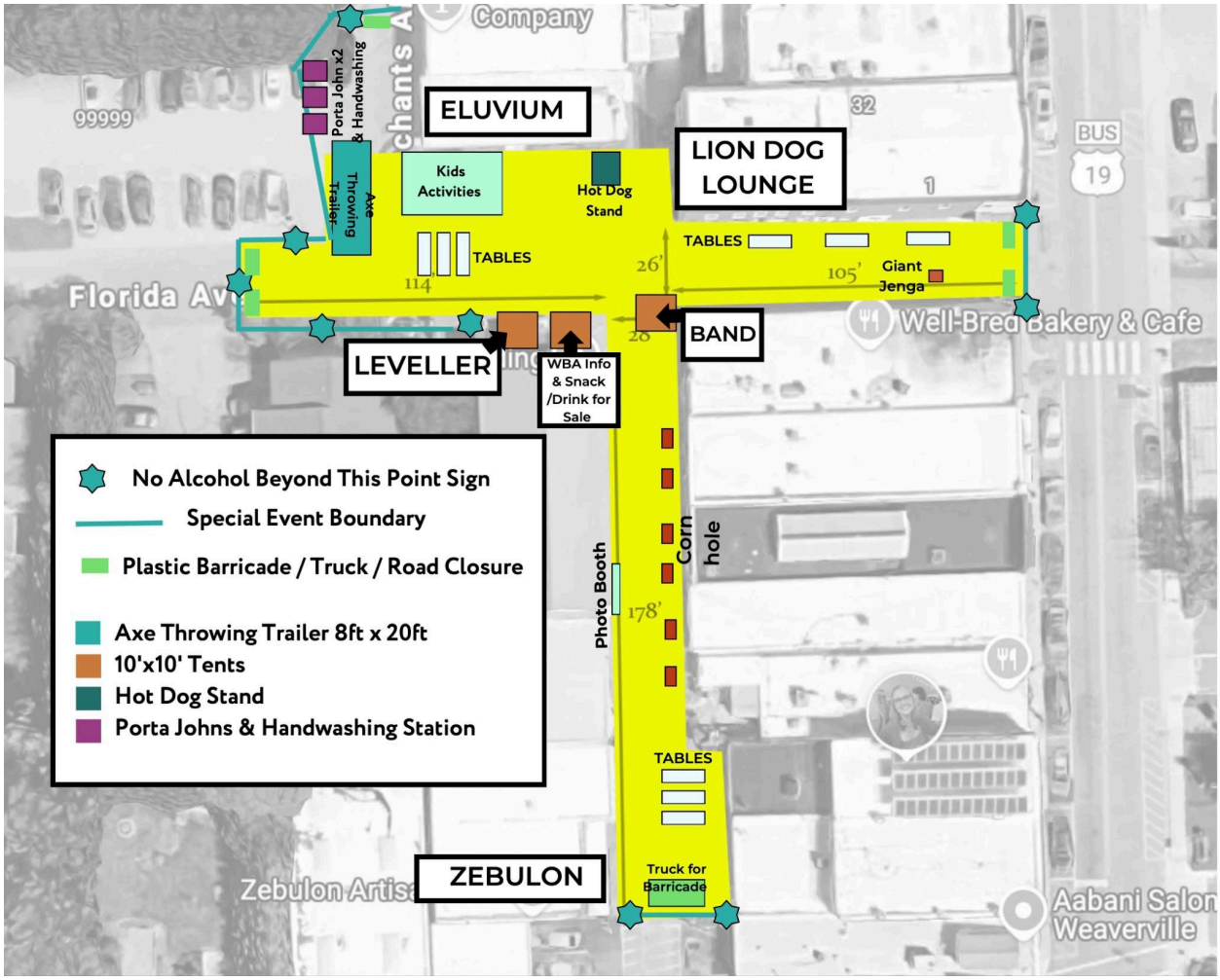
MANAGEMENT AND RESPONSIBILITIES

The Social District will be managed and maintained by the Town of Weaverville with support from the Weaverville Business Association. Specific responsibilities are outlined herein.

DISTRICT BOUNDARIES

Boundaries of the Social District will be clearly marked with signs at all entrance/exit points.

Map: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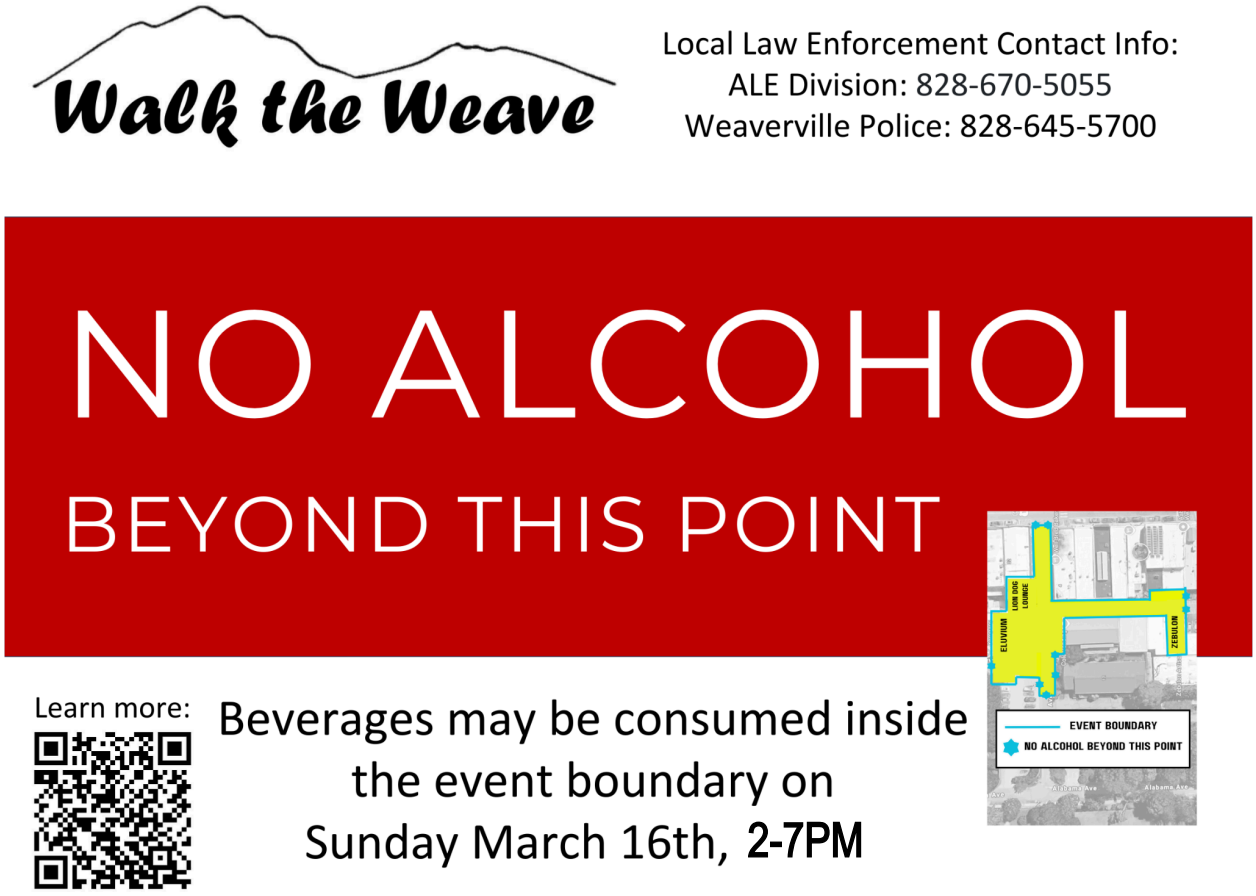
Corn hole
Truck for Barricade
Well-Bred Bakery & Cafe
Aabani Salon Weaverville
Florida Av
Zebulon Artis
99999
32
BUS 19
No Alcohol Beyond This Point Sign
Special Event Boundary
Plastic Barricade / Truck / Road Closure
Axe Throwing Trailer 8ft x 20ft
10'x10' Tents
Hot Dog Stand
Porta Johns & Handwashing Station

Boundary Sign:



DAYS AND HOURS OF OPERATION

The Weaverville Social District will operate on **Sunday March 16th, 2pm to 7pm**. At all other times, open containers of alcohol cannot leave the premises of the ABC-permitted business where it was purchased.

GENERAL RULES

- Only alcoholic beverages purchased from a participating business with an ABC permit may be consumed in the Social District. **No outside alcohol allowed.**
- Alcoholic beverages may not be brought into a business that does not display the Social District Window Sign (see below).

- Any alcoholic beverage purchased for consumption in the Social District must also be in a specifically labeled cup (see below).
- **All open container alcoholic beverages must be disposed of prior to exiting the Social District boundaries or entering a vehicle (including a bicycle).**
- Businesses can choose to be included in the Social District or they can opt out. No business is required to participate or to allow customers to bring alcohol onto its premises.
- The sale and delivery of alcohol in a social district is subject to no more than one malt beverage or wine drink or mixed beverage or spirituous liquor drink at one time to a single patron.
- Retail beverages ("closed containers") can be purchased inside the Social District boundary, but they cannot be consumed inside the Social District boundary. They must stay closed and leave closed.

PARTICIPATING BUSINESSES WITH AN ABC PERMIT

In order to participate, ABC-permitted establishments must be located in the Social District boundary and complete a Social District Registration Form provided by Weaverville Business Association (located on the last page of this Plan). The fee to participate is $0.

Registration allows the Town of Weaverville to ensure that those businesses selling alcoholic beverages within the Social District are aware of and in compliance with the requirements of this Plan. As part of the registration process, the business owner must provide written acknowledgment to abide by the rules, regulations, and requirements of this Plan.

CUPS

Alcoholic drinks that are sold for consumption in the Social District must be in containers that meet all of the following requirements:

1. The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
2. The container clearly displays the Social District Logo.
3. The container displays, in no less than 12-point font, the statement, "Drink Responsibly – Be 21."
4. The container is not made of glass.
5. The container cannot hold more than 16 fluid ounces.

For purposes of this social district, the Weaverville Business Association will be providing Stickers. The Stickers will fulfill requirements 1-3. The participating establishments will provide their own containers

meeting requirements 4-5. In addition, the participating establishments will write their business name legibly on each Sticker.

The Sticker will be 2.5” x 2.5” and look like this:



PARTICIPATING BUSINESSES WITHOUT AN ABC PERMIT

Businesses without an ABC permit may participate in the Social District by allowing alcoholic beverages purchased and possessed in accordance with this Plan to be consumed inside their businesses.

Participating businesses that are not selling alcoholic beverages are not required to register with the Town. The Weaverville Business Association will provide information to participating businesses to ensure that the businesses understand their obligations under this Plan and the Social District Ordinance. Participating businesses are required to post a Window Sign (see below) in a conspicuous place indicating their participation to the public. The Weaverville Business Association will provide the Window Signs.

During the days and hours when the social district is active, participating businesses must allow law enforcement officers access to all areas of the premises accessible by customers.

NON-PARTICIPATING BUSINESSES

Nothing in this Plan or shall be construed as requiring any business, regardless of whether or not it holds a valid ABC permit, to participate in the Social District. Non-participating businesses are encouraged to still post an appropriate Window Sign indicating their nonparticipation to the public. The Weaverville Business Association will provide the Window Sign.

DISTRICT LOGO

The Weaverville Social District will use the below logo.

Walk the Weave

WINDOW SIGNS

The uniform signage below must be displayed in businesses participating in the Social District to inform visitors that they are allowed to bring alcoholic beverages inside. Window Signs will be provided by the Weaverville Business Association.



If a participating business has an exit that opens outside the Social District boundary, the business must post "No Alcohol Beyond This Point" or similar sign at the exit.

ENFORCEMENT

Town of Weaverville Police will enforce the requirements of the Social District. The Town of Weaverville reserves the right to prohibit a permit holder from participating in the district due to violations of this Plan.

ABC permit holders accept liability for patrons they serve the same as they do now and will enforce the same rules and regulations as they currently do.

To report potential violations, please call the Weaverville Police Department at 828-645-5700 or the NC Alcohol Law Enforcement Division 828-670-5055.

Weaverville Social District

Registration Application for ABC Permit Holder Participation

Date: _____

Business Name: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

By signing this acknowledgement, I agree to the terms outlined in the Management and Maintenance Plan. I have read and understand the guidelines and procedures for the Weaverville Social District. The Town of Weaverville reserves the right to prohibit or pause participation in the Social District at any time.

Signature: _____ Date: _____

Name: _____

Town of Weaverville

Town Council Agenda Item

Date of Meeting:	February 24,th 2025
Subject:	Weaverville Fire Department Quarterly Report
Presenter:	Deputy Chief Michael Hunter
Attachments:	Quarterly Report

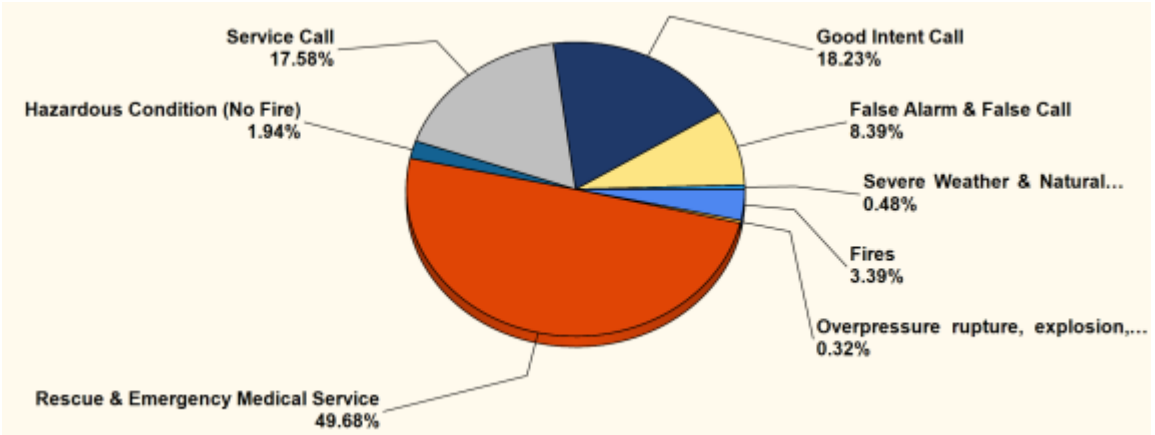
Description:

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

Action Requested:

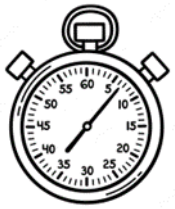
Information only; No action required.

Weaverville Fire Department Quarterly Report
November 1, 2024 – January 31, 2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	21	3.39%
Overpressure rupture, explosion, overheat - no fire	2	0.32%
Rescue & Emergency Medical Service	308	49.68%
Hazardous Condition (No Fire)	12	1.94%
Service Call	109	17.58%
Good Intent Call	113	18.23%
False Alarm & False Call	52	8.39%
Severe Weather & Natural Disaster	3	0.48%
TOTAL	620	100%

# OVERLAPPING	% OVERLAPPING	TOTAL
164	26.45	620



AVERAGE RESPONSE TIME (Dispatch to Arrived)

0:06:36

FIRE LOSS

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
$221,105.00	$6,344.00	$221,105.00	$6,344.00
$75,500.00	$10,000.00	$2,011,300.00	$50,000.00

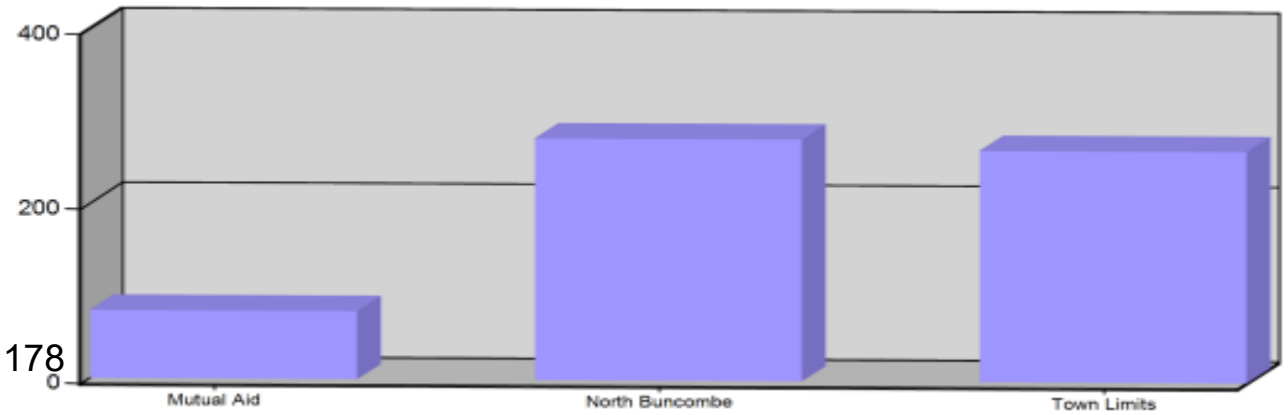
TOTAL LOSSES: $312,949.00

TOTAL PRE-INCIDENT VALUES: $2,288,749.00

PROPERTY SAVED

TOTAL PRE-INCIDENT PROPERTY	TOTAL PRE-INCIDENT CONTENT	TOTAL PRE-INCIDENT	TOTAL PROP. SAVED	TOTAL CONT. SAVED	TOTAL SAVED
$2,232,405.00	$56,344.00	$2,288,749.00	$1,935,800.00	$40,000.00	$1,975,800.00

ZONE	# INCIDENTS
Mutual Aid - Mutual Aid	78
North Buncombe - North Buncombe District	277
Town Limits - Town Limits	265
TOTAL:	620



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. November 2024, December 2024 and January 2025.

SafeKids. Child Car Seat Installation.

November = 0 installations.

December = 4 installation.

January = 3 installations.

Fire Prevention and Education Classes.

January – Installed new smoke detectors in 4 homes in the community.

January 7th . – Station Tour. Scouts. (25 kids.)

Commercial Business Inspections.

November = 28 inspections.

December = 21 inspections.

January = 26 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

kdavis@weavervillefd.org

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

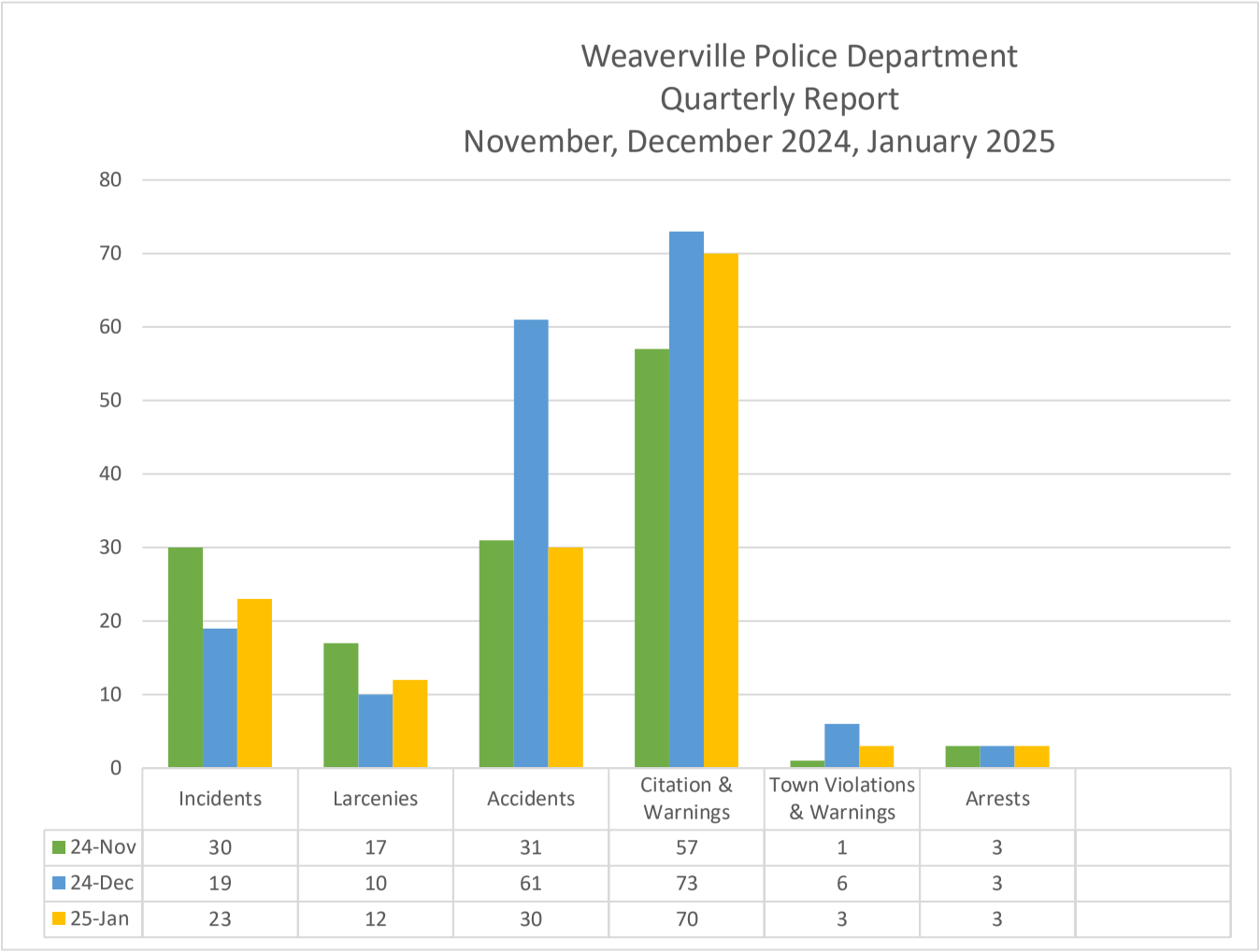
SUBJECT: Quarterly Report – Police Department

PRESENTER: Police Chief Oberlin

ATTACHMENTS: Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town's Police Chief will be at tonight's meeting to present her quarterly report to Town Council.

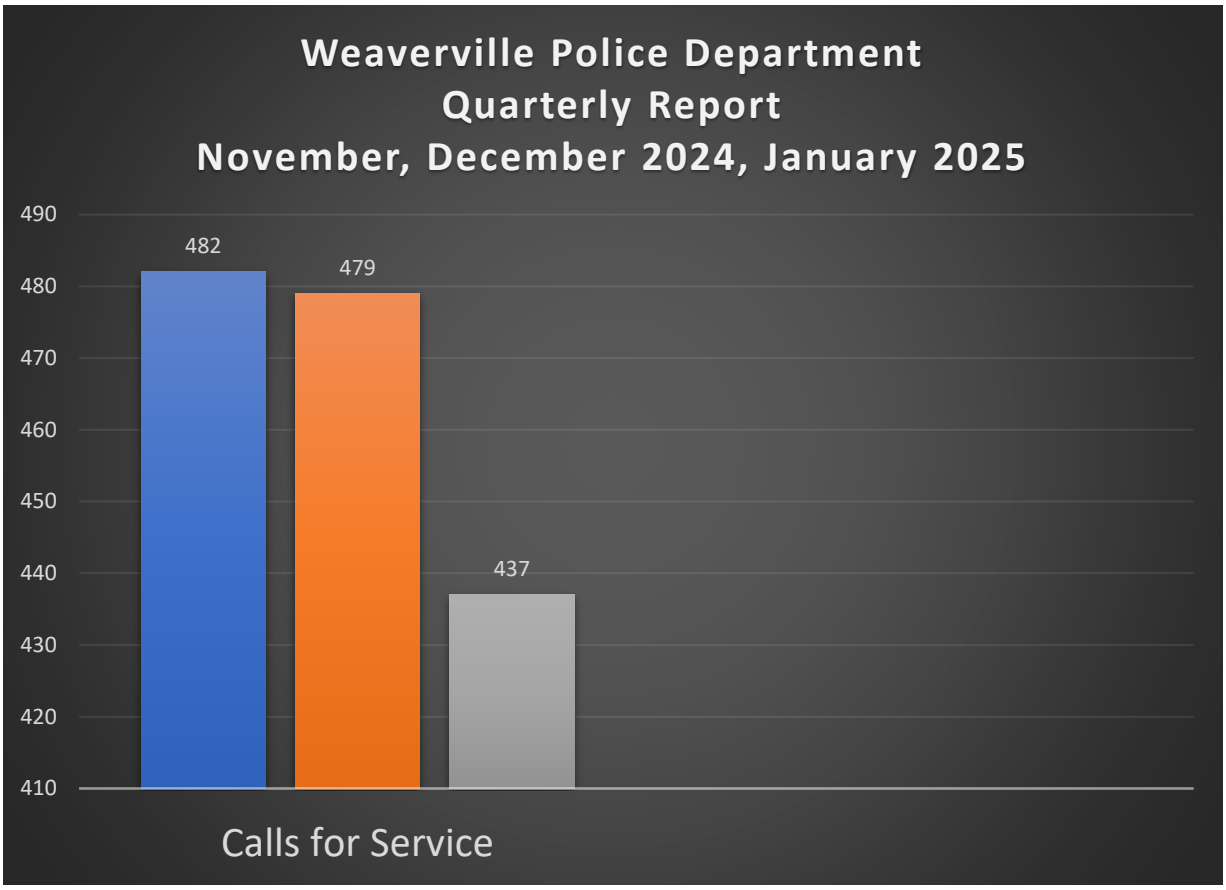


	Incidents	Larcenies	Accidents	Citation & Warnings	Town Violations & Warnings	Arrests	
24-Nov	30	17	31	57	1	3	
24-Dec	19	10	61	73	6	3	
25-Jan	23	12	30	70	3	3	

*Incidents Include-Larcenies, Death Investigations, Drug Offenses, Animal Bites, Trespassing, Fraud/ID Theft, Elder Abuse, Info Only Reports, Sexual Offenses, Involuntary Commitments, and other reportable crimes.

* Citations & Warnings Include-Traffic Offenses-109, Criminal Offenses-24, Warnings-83

*Ordinance Violations Include-Parking, Noise, Dogs Running at Large, Public Urination, Firearms



*Calls for service refer to the requests made to police departments by members of the public for assistance with various issues or emergencies. Some examples may be suspicious events, motor vehicle accidents, business or home alarms, welfare checks, stranded motorists, panhandlers, business checks, funeral escorts, dogs running at large, dogs left in vehicles, and many others.

Activities of Interest

- Officers identified an older female experiencing a mental health crisis. The female was unable to identify herself. Officers investigated and were able to determine that the female was entered missing from Alabama.
- Partnered with apartment complex management to end recurring car break-ins at the apartment complexes on Monticello Road.
- Detective charged a woman for embezzling over $50,000 from a local business.
- WPD officers transitioned to a new Taser device. The new Taser 10 provides officers with a safer and more effective option for less lethal use of force. All officers completed de-escalation and non-lethal use of force training utilizing the new device. Shotguns are also being transitioned to less lethal use of force options.
- An officer was injured after an attack by a German Shepard when he self-initiated addressing a dog running off leash.
- Police officers worked the holiday parade and candlelight stroll.
- PD administration attended the NC Association of Chiefs of Police conference
- Chief and CRO met with the Optimists Club for future partnerships

UPDATES

- OIS – Three months later

- Riley Howell Nomination



- Our Attitude of Gratitude

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 24, 2025

SUBJECT: Town Manager Hiring – Update and Possible Action

PRESENTER: Mayor Patrick Fitzsimmons

ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council anticipates being able to provide an update on the town manager selection and hiring and may be in a position to take some action at this meeting.