

AGENDA

Regular Meeting of the Sawmills Town Council Sawmills Town Hall

**Tuesday, January 16, 2024
6:00 pm**

1. Call To Order Mayor Keith Warren
2. Invocation
3. Pledge of Allegiance Mayor Keith Warren
4. Adopt Agenda Mayor Keith Warren
5. Approve Meeting Minutes
A. December 19, 2023 Regular Meeting Minutes Mayor Keith Warren
6. Public Comment
7. Recognitions:
A. Recycle Rewards Mayor Keith Warren
8. Finance:
A. Auditors Contract Mayor Keith Warren
B. Financial Report as of December 31, 2023 Mayor Keith Warren
C. FEMA Building Resilient Infrastructure & Communities (BRIC)
Project South Caldwell Sewer Pump Station Elevation Project
Statement of Qualifications for Engineering Services Mayor Keith Warren
9. Planning:
A. Call for Public Hearing for Text Amendment Mayor Keith Warren
B. Rezoning of PIN Numbers: 2766657929,
2766666171, 2766667200, 2766668126, 2766659938
and 2766658939 Mayor Keith Warren
10. Public Comment
11. Updates:
A. Code Enforcement Report Mayor Keith Warren
B. Manager Updates Town Manager Chase Winebarger
C. Council Comment Mayor Keith Warren
12. Closed Session: N.C.G.S. §143-318.11(a)(3) Mayor Keith Warren
13. Adjourn Mayor Keith Warren

**TUESDAY, DECEMBER 19, 2023
TOWN OF SAWMILLS REGULAR COUNCIL MEETING
6:00PM**

COUNCIL PRESENT

Mayor Keith Warren
Mayor Pro Tem Clay Wilson
Bobby Mosteller
Rebecca Johnson
Joe Wesson

STAFF PRESENT

Chase Winebarger
Julie A Good
Terry Taylor

COUNCIL ABSENT

Melissa Curtis

CALL TO ORDER: Mayor Keith Warren called the meeting to order at approximately 6:00pm.

INVOCATION: Pastor Danny Wright gave the invocation.

PLEDGE OF ALLEGIANCE: Mayor Keith Warren led the Pledge of Allegiance.

ADOPT AGENDA: Mayor Keith Warren asked for a motion to adopt the December 19, 2023 Agenda.

Clay Wilson made a motion, and Joe Wesson seconded, to adopt the December 19, 2023 Agenda. All were in favor.

APPROVE NOVEMBER 21, 2023 REGULAR MEETING MINUTES: Mayor Keith Warren asked for a motion to approve the November 21, 2023 regular meeting minutes.

Clay Wilson made a motion, and Rebecca Johnson seconded, to approve the November 21, 2023 regular meeting minutes. All were in favor.

APPROVE NOVEMBER 21, 2023 CLOSED SESSION MINUTES: Mayor Keith Warren asked for a motion to approve the November 21, 2023 closed session minutes.

Bobby Mosteller made a motion, and Clay Wilson seconded, to approve the November 21, 2023 closed session minutes. All were in favor.

PUBLIC COMMENT: Mayor Keith Warren asked if anyone had any questions or comments at this time.

No one wished to speak.

RECOGNITIONS:

DECEMBER RECYCLE REWARDS WINNER: Mayor Keith Warren announced Jack Mason as the December Recycle Rewards Winner. A credit of forty dollars (\$40.00) will be added to the current sanitation bill.

No Council action was required.

PLANNING MATTERS:

REZONING OF PIN NUMBERS 2766657929, 2766666171, 2766667200, 2766668126, 2766659938 AND 2766658939: Mayor Keith Warren stated that a public hearing for the rezoning of pin numbers 2766657929, 2766666171, 2766667200, 2766668126, 2766659938 and 2766658939, was held during the regularly scheduled Town of Sawmills Council meeting on August 15, 2023, at which time Council tabled this matter to the regularly scheduled Town of Sawmills Council meeting on September 19, 2023. During the regularly scheduled Town of Sawmills Council meeting on September 19, 2023, Council agreed to table this matter until the December 19, 2023 regularly scheduled Town of Sawmills Council meeting.

Clay Wilson made a motion, and Rebecca Johnson seconded, to table this matter until the regularly scheduled Town of Sawmills Council meeting on January 16, 2024. All were in favor.

COUNCIL ADJOURN: Mayor Keith Warren asked for a motion to adjourn.

Joe Wesson made a motion, and Bobby Mosteller seconded, to adjourn the meeting. All were in favor.

The meeting was adjourned at approximately 6:02pm.

OATH OF OFFICE FOR NEW COUNCIL MEMBERS: Town Clerk Julie A. Good administered the Oath of Office to incoming Council Members, Bobby Mosteller and Joe Wesson.

Town Clerk Julie A. Good administered the Oath of Office to incoming Council Member Melissa Curtis on Thursday, December 21, 2023.

COUNCIL PRESENT

Mayor Keith Warren
Clay Wilson
Bobby Mosteller
Rebecca Johnson
Joe Wesson

STAFF PRESENT

Chase Winebarger
Julie Good
Terry Taylor

COUNCIL ABSENT:

Melissa Curtis

CALL TO ORDER: Mayor Keith Warren called the meeting to order.

ADOPT AGENDA: Mayor Keith Warren asked for a motion to adopt the December 19, 2023 Agenda.

Clay Wilson made a motion, and Joe Wesson seconded, to adopt the December 19, 2023 agenda. All were in favor.

PUBLIC COMMENT: Mayor Keith Warren asked if anyone had any questions or comments at this time.

No one wished to speak.

ORGANIZATIONAL MATTERS:

SEATING ARRANGEMENTS: Mayor Keith Warren asked Council to be seated as follows:

- Melissa Curtis
- Keith Warren
- Rebecca Johnson
- Town Attorney
- Mayor
- Town Manager
- Joe Wesson
- Clay Wilson
- Town Clerk

ELECTION OF MAYOR PRO TEM: Mayor Keith Warren stated that as a result of the November 2023 election, Council would need to elect a new Mayor Pro Tem.

Joe Wesson made a motion, and Rebecca Johnson seconded, to appoint Melissa Curtis as

Mayor Pro Tem. All were in favor.

COUNCIL ETHICS AND CODE OF CONDUCT: Mayor Keith Warren stated that every Council member should have a copy of the Code of Ethics prepared by Town Attorney Terry Taylor and adopted by Town Council on August 17, 2010.

Mayor Keith Warren also stated that every Council member should also have the Standard of Conduct prepared by Town Attorney Terry Taylor. Mayor Keith Warren asked that each Council member read the form. Each Council member should be prepared to sign the Standard of Conduct form and return it to the Clerk.

No Council action was required.

STANDING COUNCIL COMMITTEE ASSIGNMENTS: Mayor Keith Warren announced the new Standing Council Committees as follows.

Town of Sawmills

Standing Council Committees for 2024-2026

Parks & Recreation Committee

Parades, Festivals, & Special Events
Civic Organizations

Joe Wesson

Bobby Mosteller

Intergovernmental Committee

W.P.C.O.G.
N.C.L.M.
Community Colleges
Chamber of Commerce
Institute of Government
Intergovernmental (County/State)

Bobby Mosteller

Joe Wesson

***The Mayor is a member of all Standing Council Committees**

No Council action was required.

FINANCIAL MATTERS:

ADOPT BUDGET WORKSHOP SCHEDULE: Mayor Keith Warren asked for a motion to adopt the proposed FY 2024-2025 budget workshop schedule.

Rebecca Johnson made a motion, and Bobby Mosteller seconded, to adopt the proposed FY 2024-2025 budget workshop schedule. All were in favor.

FY 2022-2023 AUDIT PRESENTATION: James Lowdermilk, with Lowdermilk, Church & Co., L.L.P., presented the Towns FY 2022-2023 audit to Council.

Mr. Lowdermilk stated that the Town received an unqualified audit and commended staff and Council on their efforts to maintain a strong fund balance.

CAPTIAL BUDGET ORDINANCE-BRIC GRANT: Town Finance Officer Kelly Melton stated that on November 16, 2023, the Town of Sawmills was awarded the Building Resilient Infrastructure and Communities (BRIC) Grant. The project is the for the South Caldwell Sewer Pump Station Elevation Project. The grant agreement is between the State of North Carolina, Department of Public Safety (“Grantee”) and the Town of Sawmills, North Carolina (“SubGrantee”).

The grant award is for one hundred eighty-nine thousand dollars (\$189,000.00) and will be matched by a Fund Balance Appropriation from the Utility Fund in the amount of one hundred eighty-nine thousand dollars (\$189,000.00).

To facilitate budgetary and accounting control, it is required that a Capital Project Ordinance be adopted by the governing board authorizing all appropriations necessary for the completion of the project.

Clay Wilson made a motion, and Rebecca Johnson seconded, to approve the Town of Sawmills Project Ordinance North Carolina Building Resilient Infrastructure and Communities (BRIC) Project Number EMA-2021-BR-005-0022 as written. All were in favor.

CAPTIAL BUDGET ORDINANCE-PARK LIGHTING PROJECT: Finance Officer Kelly Melton stated that the Local Government Commission met on December 5, 2023, and approved the Installment Financing Agreement for the purchase and installation of field lights and parking lot lights at Sawmills Municipal Park and Veterans Park.

Pursuant to G.S. 159-26(b)(6), a Capital Project Fund is required to account for all debt instrument proceeds used to finance capital projects. To facilitate budgetary and accounting control, it is required that a Capital Project Ordinance be adopted by the governing board authorizing all appropriations necessary for the completion of the project.

Clay Wilson made a motion, and Rebecca Johnson seconded, to approve the Town of Sawmills Project Budget Ordinance Park Lighting Project as written. All were in favor.

UPDATES:

DECEMBER CODE ENFORCEMENT REPORT: Town Code Enforcement Officer Curt Willis stated that there are thirty (30) code enforcement cases that are open.

No Council action was required.

TOWN MANAGER UPDATES: Town Manager Chase Winebarger had the following updates:

- Town Manager Chase Winebarger stated with the issues that happened during the Town of Sawmills Christmas Parade on December 2, 2023, that he has spoken with the owner of the property located at 4298 Sawmills School Road, and he is confident that the problem will be taken care of soon.
- Town Manager Chase Winebarger stated that the employee Christmas lunch will be on Thursday, December 21, 2023, beginning at 11:30am at Copper Penny.
- Town Manager Chase Winebarger stated that a code red message has been sent out and a note has been placed on the front door of Town Hall announcing the Office/Public Works/Park and Recreation closings for Christmas. Town Manager Chase Winebarger stated that an additional code red is set to be sent out the end of this week.
- Town Manager Chase Winebarger stated that the Baker Circle project is almost complete and top date, there have been no issues with the project.
- Town Manager Chase Winebarger stated that his Father-in-Law passed away and he will be in and out of the office for the next few days, if anyone should need him.
- Town Manager Chase Winebarger stated Joe Wesson's Mother-in-Law passed away on Sunday.
- Town Manager Chase Winebarger stated that in 2000 the former Council made changes to existing Mobile Home Parks. Town Manager Chase Winebarger stated that one of those changes included the Mobile Park Owners to bring in maps and/or plats of the mobile home parks with mobile home spots listed. Town Manager Chase Winebarger stated that in the Town of Sawmills Code of Ordinances it is stated that if a home is destroyed or moved, then the owner has one hundred twenty days (120) to rebuild or replace the home on the lot, however, with the Mobile Home Parks that complied with the 2000 changes that were made with the Mobile Home Park Owners, they can pull in a mobile home anytime no matter how many days have passed as long as the spot is on the map or plat that was given to the Town of Sawmills in 2000. Council would like to have more information on this matter and would like to discuss it at a later date.
- Town Manager Chase Winebarger stated that the South Caldwell High School Cheer Team has won the State Cheerleading Championship Competition and has been

invited to go to the National Cheerleading Championship Competition in Orlando, Florida. Town Manager Chase Winebarger stated that the South Caldwell High School Cheerleading team is asking for donations to be able to go.

Joe Wesson made a motion, and Bobby Mosteller seconded, to donate one thousand dollars (\$1,000.00) to the South Caldwell High School Cheerleading team to help sponsor their trip. All were in favor.

COUNCIL COMMENTS:

Bobby Mosteller wanted to thank everyone for coming to the meeting and wanted to wish everyone a Merry Christmas.

Rebecca Johnson wanted to wish everyone a Merry Christmas.

Joe Wesson wanted to thank everyone for coming out and wish everyone a Merry Christmas. Joe Wesson wanted to thank Jesse Trivette, with the EDC, for coming to the meeting. Joe Wesson commended Finance Officer Kelly Melton and Town Manager Chase Winebarger on all their hard work this year.

Mayor Keith Warren wanted to thank everyone for coming and wish everyone a Merry Christmas. Mayor Keith Warren wanted to let Council know that Bobby Mosteller and himself went around to local business and handed out Town Christmas Cards.

Town Manager Chase Winebarger stated that next year during the October meeting that Council will take a group picture for Town Christmas Cards and at the November meeting he will have the cards for Council to give out.

COUNCIL ADJOURN: Mayor Keith Warren asked for a motion to adjourn.

Clay Wilson made a motion, and Rebecca Johnson seconded, to adjourn the meeting. All were in favor.

The meeting was adjourned at approximately 6:50pm.

Keith Warren, Mayor

Julie A. Good, Town Clerk

CAPITAL PROJECT ORDINANCE

TOWN OF SAWMILLS PROJECT BUDGET ORDINANCE PARK LIGHTING PROJECT

BE IT ORDAINED by the Sawmills Town Council that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, specifically G.S 159-26(b)(6), the following Capital Project Ordinance for the Park Lighting Project ("Project") is hereby adopted.

Section 1. The Project authorizes funds for the Purchase and Installation of field lights and parking lot lights at Sawmills Municipal Park and Veterans Park. The Project is to be funded by a loan.

Section 2. The officers of this unit are hereby directed to proceed with the Project within the terms of the loan agreement and rules and regulations of the State of North Carolina, and the budget contained herein.

Section 3. The following revenues are anticipated to be available to the Town of Sawmills for the Project:

Revenues:

Capital One Public Funding, LLC loan proceeds	\$1,345,500
Total Revenues:	\$1,345,500

Section 4. The following amounts are expenditures appropriated for the Project:

Expenditures:

Purchase & Installation Costs	\$1,345,500
Total Appropriations:	\$1,345,500

Section 5. The Finance Officer is hereby directed to maintain within the Capital Project Fund sufficient specific detailed accounting records to provide the accounting to Town Council required by the program procedures, loan agreement and state regulations.

Section 6. Funds may be advanced from the General Fund for the purpose of paying invoices as due. Reimbursement requests should be made to the Escrow Agent in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the revenues received.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this project in every budget submission made to this Town Council.

Section 9. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, Budget Officer and to the Finance Officer for direction in carrying out this project.

Adopted this the 19th day of December, 2023.

Keith Warren
Keith Warren
Mayor, Town of Sawmills

APPROVED BY:

Kelly Melton
Kelly Melton
Finance Officer, Town of Sawmills

ATTEST:

Julie Good
Julie Good
Town Clerk



APPROVED TO FORM:

Terry Taylor
Terry Taylor
Town Attorney

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

CAPITAL PROJECT ORDINANCE
TOWN OF SAWMILLS
PROJECT BUDGET ORDINANCE
NORTH CAROLINA BUILDING RESILIENT INFRASTRUCTURE
AND COMMUNITIES (BRIC)
PROJECT NUMBER EMA-2021-BR-005-0022

BE IT ORDAINED by the Sawmills Town Council that pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following Capital Project Ordinance is hereby adopted.

Section 1. The project authorized is the BRIC 2021 South Caldwell Sewer Pump Station Elevation Project. The agreement is entered into by and between the State of North Carolina, Department of Public Safety (“Grantee”) and the Town of Sawmills, North Carolina (“SubGrantee”). The grant was awarded on November 16, 2023 and terminates on July 27, 2026, unless terminated earlier in accordance with the grant agreement.

Section 2. The officers of this unit are hereby directed to proceed with the grant project within the terms of the grant document(s), the rules and regulations of the State of North Carolina and the budget contained herein.

Section 3. The following revenues are anticipated to be available to complete this project:

Revenues

BRIC Grant – Phase 1	\$ 35,000
BRIC Grant – Phase 2	\$154,000
Utility Fund Balance Appropriation	<u>\$189,000</u>
Total	<u>\$378,000</u>

Section 4. The following amounts are appropriated for the project:

Expenditures

Phase 1	\$ 70,000
Phase 2	<u>\$308,000</u>
Total	<u>\$378,000</u>

Section 5. The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to provide the accounting to the Grantee agency required by the grant agreement, federal and state regulations, and Town Council.

Section 6. Funds may be advanced from the Utility Fund for the purpose of making payments as due. Reimbursement requests will be made to the Grantee agency in an orderly and timely manner.

Section 7. The Finance Officer is directed to report quarterly on the financial status of each project element in Section 4 and on the total grant revenues received or claimed.

Section 8. The Budget Officer is directed to include a detailed analysis of past and future costs and revenues on this grant project in every budget submission made to this Town Council.

Section 9. Copies of this Capital Project Ordinance shall be furnished to the Town Clerk, Budget Officer and to the Finance Officer for direction in carrying out this project.

Adopted this the 19th day of December, 2023.

Keith Warren
Keith Warren
Mayor, Town of Sawmills

APPROVED BY:

Kelly Melton
Kelly Melton
Finance Officer, Town of Sawmills

ATTEST:

Julie Good
Julie Good
Town Clerk



APPROVED TO FORM:

Terry Taylor
Terry Taylor
Town Attorney

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

AGENDA ITEM 7A

MEMO

DATE:

January 16, 2024

SUBJECT:

Recognition:
Recycle Rewards
Program

Discussion:

The Town of Sawmills would like to congratulate James Lail on winning the Recycle Rewards Program for the month of January. He will be presented with a Certificate of Appreciation. A forty dollar (\$40.00) credit will be added to the current sanitation bill.

Recommendation:

No Council action is required.

AGENDA ITEM 8A

MEMO

DATE:

January 16, 2024

SUBJECT:

Financial Matters:
Approve Auditor
Contract for
FY 2023-2024

Discussion:

Enclosed with this memo is a contract from our current auditing firm Lowdermilk, Church & Co., L.L.P. The contract, in the amount of \$13,500.00 (thirteen thousand five hundred dollars), will cover the period of July 1, 2023 to June 30, 2024.

This amount of \$13,500.00 (thirteen thousand five hundred dollars) includes the following:

Audit:	\$8,775.00
Preparation of annual financial statements:	\$4,725.00

This amount includes continual guidance, advice and directives throughout the year from the auditors concerning any issues that may arise throughout the fiscal year.

Recommendation:

Staff recommends Council approve a contract with Lowdermilk, Church & Co., L.L.P. in the amount of \$13,500.00 (thirteen thousand five hundred dollars) and covering the period of July 1, 2023 to June 30, 2024.

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

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

and	Auditor Name Lowdermilk Church & Co., LLP
	Auditor Address 121 North Sterling Street, Morganton, NC 28602

Hereinafter referred to as Auditor

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

hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

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

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

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

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

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

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

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

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

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

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

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

FEES FOR AUDIT SERVICES

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

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

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

Name:

Title and Unit / Company:

Email Address:

Kelly Melton

Finance Officer

finance@townofsawmillsnc.com

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

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

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

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

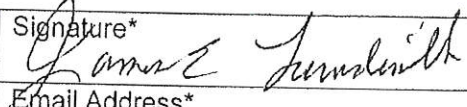
Primary Government Unit	Town of Sawmills
Audit Fee (financial and compliance if applicable)	\$ 8775
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 4725
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 13,500
Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

SIGNATURE PAGE

AUDIT FIRM

Audit Firm*	
Lowdermilk Church & Co., LLP	
Authorized Firm Representative (typed or printed)*	Signature*
James Lowdermilk	
Date*	Email Address*
	jim.lowdermilk@lowdermilkchurchcpa.com

GOVERNMENTAL UNIT

Governmental Unit*	
Town of Sawmills	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Keith Warren	
Date	Email Address*
	kwarren@townofsawmills.com

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 13,500
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Kelly Melton	
Date of Pre-Audit Certificate*	Email Address*
	finance@townofsawmillsnc.com

CONTRACT TO AUDIT ACCOUNTS

Rev. 11/2023

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

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

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

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

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

PRINT

Lowdermilk Church & Co., L.L.P.
Certified Public Accountants

121 North Sterling Street
Morganton, North Carolina 28655
Phone: (828) 433-1226
Fax: (828) 433-1230

To Honorable Mayor and Members of
the Town Council
Town of Sawmills
Sawmills, North Carolina

December 20, 2023

We are pleased to confirm our understanding of the services we are to provide Town of Sawmills, North Carolina for the year ended June 30, 2024.

Audit Scope and Objectives

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

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Information.
- 3) Local Government Employees' Retirement System Schedule of the Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions.

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Sawmills, North Carolina's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- 1) Combining and Individual Fund Financial Statements.
- 2) Budgetary Schedules.
- 3) Other Schedules.

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

The objectives also include reporting on internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.

Auditor's Responsibilities for the Audit of the Financial Statements

We will conduct our audit in accordance with GAAS and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of your accounting records of Town of Sawmills, North Carolina and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

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

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In connection with this engagement, we may communicate with you or others via email transmission. As emails can be intercepted and read, disclosed, or otherwise used or communicated by an unintended third party, or may not be delivered to each of the parties to whom they are directed and only to such parties, we cannot guarantee or warrant that emails from us will be properly delivered and read only by the addressee. Therefore, we specifically disclaim and waive any liability or responsibility whatsoever for interception or unintentional disclosure of emails transmitted by us in connection with the performance of this engagement. In that regard, you agree that we shall have no liability for any loss or damage to any person or entity resulting from the use of email transmissions, including any consequential, incidental, direct, indirect, or special damages, such as loss of revenues or anticipated profits, or disclosure or communication of confidential or proprietary information.

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

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

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

Improper revenue recognition.

Management override of controls.

The significant risks above were identified in the prior-period audit and we believe they are still relevant. However, Planning has not been concluded and modifications may be made.

Our audit of financial statements does not relieve you of your responsibilities.

Audit Procedures—Internal Control

We will obtain an understanding of the government and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control. An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

We will also assist in preparing the financial statements and related notes of Town of Sawmills, North Carolina in conformity with accounting principles generally accepted in the United States of America based on information provided by you. We will also prepare the following based on information provided by you: updating of depreciation schedules, AFIR and Unit Data Input Worksheet. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior

management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error; and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with accounting principles generally accepted in the United States of America, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is responsible for making drafts of financial statements, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) additional information that we may request for the purpose of the audit; and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by GAAS and *Government Auditing Standards*.

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

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, or contracts or grant agreements that we report.

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

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

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

Engagement Administration, Fees, and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations and schedules we request and will locate any documents selected by us for testing.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

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

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

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

James E. Lowdermilk is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Lowdermilk Church & Co., L.L.P.'s independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our audit ends on delivery of our audit report. Any follow-up services that might be required will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific engagement letter for that service.

Our fee for services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$13,500. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm

policies, work may be suspended if your account becomes 30 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. We are required to inform you that we charge interest at a rate of 18% per annum on all invoices over 30 days old.

Reporting

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

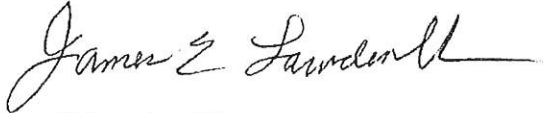
If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will state (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The report will also state that the report is not suitable for any other purpose. If during our audit we become aware that Town of Sawmills, North Carolina is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2021 peer review report accompanies this letter.

We appreciate the opportunity to be of service to Town of Sawmills, North Carolina and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the attached copy and return it to us.

Very truly yours,

A handwritten signature in cursive script, reading "James E. Lowdermilk". The signature is written in dark ink and is positioned above the printed name.

James E. Lowdermilk

RESPONSE:

This letter correctly sets forth the understanding of Town of Sawmills, North Carolina.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

AGENDA ITEM 8B

MEMO

DATE:

January 16, 2024

SUBJECT:

Financial:
Financial Report as
December 31, 2023

Discussion:

Attached is the quarterly financial report as of December 31, 2023 for the Town of Sawmills.

Recommendation:

No Council action required.

Town of Sawmills
Financial Summary
As of 12/31/2023

General Fund		
2023-2024 Budget	As of 12/31/2023	% of Budget

Revenues	\$4,612,729	\$1,742,976	37.79%
Expenditures	\$4,612,729	\$1,468,127	31.83%
Over/Under		\$274,849	

Water/Sewer Fund		
2023-2024 Budget	As of 12/31/2023	% of Budget

Revenues	\$1,493,781	\$671,651	44.96%
Expenditures	\$1,493,781	\$674,639	45.16%
Over/Under		(\$2,988)	

Capital Project - Town Hall		
Project Budget	As of 12/31/2023	% of Budget

Architect	\$473,000	\$48,840	10.33%
Total Expenditures		\$48,840	

Capital Project - South Caldwell Sewer Pump Station Elevation Project		
Project Budget	As of 12/31/2023	% of Budget

Phase 1	\$70,000	\$0	0.00%
Phase 2	\$308,000	\$0	0.00%
Total Expenditures		\$0	

AGENDA ITEM 8C

MEMO

DATE:

January 16, 2024

SUBJECT:

Finance Matters:
FEMA Building Resilient
Infrastructure and
Communities (BRIC) Project
South Caldwell Sewer Pump
Station Elevation Project
Statement of Qualifications
for Engineering Services

Discussion:

On November 16, 2023, the Town of Sawmills was awarded the Building Resilient Infrastructure and Communities (BRIC) Grant. The project is for the South Caldwell Sewer Pump Station Elevation Project. The grant agreement is between the State of North Carolina, Department of Public Safety ("Grantee") and the Town of Sawmills, North Carolina ("SubGrantee").

In accordance with the Uniform Guidelines, there must be some formal publication of the Request For Qualifications (RFQ) for Engineering Services. Staff posted the BRIC Engineering Services RFQ on the North Carolina Electronic Vendor Portal and the Town of Sawmills Website, with qualifications being due by 2:00pm on Thursday, January 4, 2024.

The Town received one qualification statement from West Consultants, PLLC.

Recommendation:

Staff recommends Council proceed with engineering services from West Consultants, PLLC.



405 South Sterling Street, Morganton, NC 28655

828 433 5661 / fax 828 433 5662 / info@west-consultants.com

January 2, 2024

Chase Wineberger, Town Manager
Sawmills Town Hall
4076 US Highway 321-A
Sawmills, NC 28630

RE: Federal Emergency Management Agency (FEMA)
Building Resilient Infrastructure & Communities (BRIC) Project
South Caldwell Sewer Pump Station Elevation Project
Statement of Qualifications for Engineering Services

Dear Mr. Wineberger:

West Consultants, PLLC submits this letter of interest and accompanying information in response to the request for qualifications (RFQ) for the referenced project. I think you will find that our firm is the best selection for this project. There are several reasons we believe this is true, but a few of them are:

- Our office is nearby, and we have worked in and around the Sawmills area since our firm was founded in 1979. Therefore, we are well acquainted with the local conditions and people involved (such as regulating agencies, utility owners, contractors, terrain, etc.).
- We have extensive experience in planning, surveying, design, bidding, and construction administration for municipal water and sewer infrastructure projects. We have completed many projects of this type, and some are listed in the enclosed Statement of Qualifications.
- We are a small business yet fully capable of providing the services needed. This project would be significant for us and therefore we would be focused on its timely and quality completion. We have 14 employees. Our single office is in Morganton.
- We are able to provide all of the requested services using our own personnel, except for electrical design services. For electrical design services, we would partner with Watts Engineers, PLLC of Morganton, North Carolina. Watts Engineers, PLLC has extensive experience in electrical design for pump stations.
- We primarily serve governmental clients and thus have a considerable knowledge of public construction requirements, such as minority business solicitation, bonding, and contractor licensing requirements.

Mr. Chase Wineberger

Page 2

January 2, 2024

These are a few of our relevant qualifications. Please review the others and the additional information enclosed.

Thank you for your consideration of our firm. We are able and eager to begin work as soon as selected, should we be so fortunate. Please contact me at (828) 522-4728 or at bthomas@west-consultants.com if you have any questions.

Sincerely,

WEST CONSULTANTS, PLLC

A handwritten signature in blue ink, appearing to read "Benjamin B. Thomas, PE". The signature is stylized with a large initial "B" and a trailing flourish.

Benjamin B. Thomas, PE

/kj

Enclosures

Town of Sawmills

**Federal Emergency Management Agency (FEMA)
Building Resilient Infrastructure & Communities Project (BRIC)
South Caldwell Sewer Pump Station Elevation Project**

**Statement of Qualifications
for
Engineering Services**

Submitted by:
Benjamin B. Thomas, PE
West Consultants, PLLC
405 South Sterling Street
Morganton, North Carolina 28655
Phone: (828) 433-5661
bthomas@west-consultants.com



NC License No. P-0210

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A. Project Team

1. General Information of the Firm

Firm Name and Address	West Consultants, PLLC 405 South Sterling Street Morganton, NC 28655
Phone Number	(828) 433-5661
Fax Number	(828) 433-5662
E-Mail Address	bthomas@west-consultants.com
Direct Phone Number	(828) 522-4728
Firm Information	Operates as a Partnership West Consultants, PLLC is properly registered with the NC Secretary of State and with the NC Board of Examiners for Engineers and Surveyors as a professional limited liability company. NC Board of Examiners for Engineers and Surveyors License No. P-0210 Established in 1979 as West and Associates, PA NCDOT-Certified Small Professional Services Firm (SPSF)
Names of Principals	Benjamin B. Thomas, PE – Engineering Manager Dolphus E. Harmon, PLS – Surveying Manager Todd J. Poteet, PE
Conflict of Interest	The principals and associates of West Consultants, PLLC have no corporate or familial affiliations with Town of Sawmills staff or elected officials.
Professional Liability Insurance	West Consultants is insured through Beazley America Insurance Company, Inc. for up to \$2,000,000 per claim, per year. A certificate of insurance is available upon request.

2. Personnel

2.1 Key Individuals

The following key individuals would be assigned to this project if West Consultants, PLLC is the selected firm.

Benjamin B. Thomas, PE – *Lead Designer and Project Manager*

30+ years' experience in design and construction administration for various types of local government projects, including municipal utility systems

Dolphus E. Harmon, PLS – *Land Surveying*

38 years' experience in civil surveys

James A. Teague -- *Construction Observation*

5+ years' experience in local government construction projects

These individuals have extensive experience with utility projects. Résumés are included in this submittal. All personnel are based in our Morganton office which is West Consultants' only office. Mr. Thomas would be the Project Manager. Mr. Thomas has extensive experience with projects of this type and, in particular, he has experience with the utility systems, the regulators, and the related organizations.

In addition, the following individuals at West Consultants, PLLC are full-time, licensed professionals and interns available to assist with the project.

Todd J. Poteet, PE, Principal, Civil Engineering, License #28906

Austin T. Loney, PE, Civil Engineering, License #056870

Ronald S. Lynn, EI, Civil Engineering

Matthew C. Carswell, EI, Civil Engineering

Benjamin M. Lail, EI, Civil Engineering

2.2 Résumés of Key Individuals

BENJAMIN B. THOMAS, PE

EDUCATION:

North Carolina State University, 1990

Bachelor of Science Degree in Civil Engineering

PROFESSIONAL REGISTRATION:

North Carolina Registered Professional Engineer #20757

NC Wastewater (Collections) Grade 3 Certified Operator

PROFESSIONAL ASSOCIATIONS:

American Water Works Association

National Society of Professional Engineers

PRESENT POSITION:

Professional Engineer, WEST CONSULTANTS, PLLC, 1990 - present

Grade III Collection Systems ORC

PROFESSIONAL RESPONSIBILITIES:

Responsible for management and planning of work activities including marketing, public relations, presentations, client coordination, and general project review. Responsible for planning, development, and design of projects, and construction administration.

DOLPHUS E. (DEE) HARMON, PLS

EDUCATION:

Western Piedmont Community College, 1995

A.A.S. – Civil Engineering Technology

(Relevant courses include Project Planning, Materials, Economics, Real Estate, CADD, Soils, Hydrology)

North Carolina State University, 1977-1982

Majored in Civil Engineering

PROFESSIONAL REGISTRATION:

North Carolina Professional Land Surveyor

RELATED EXPERIENCE:

Sole proprietor of land surveying firm specializing in mortgage, boundary, and engineering surveys (1991 – 1996). Survey department manager at W. K. Dickson & Co., Inc. (1996 – 2000).

PROFESSIONAL ASSOCIATIONS:

North Carolina Society of Surveyors

PRESENT POSITION:

Professional Land Surveyor, WEST CONSULTANTS, PLLC, 2000 - present

PROFESSIONAL RESPONSIBILITIES:

Responsible for coordinating fieldwork for engineering surveys, office work for engineering/design of projects and CAD design.

James A. Teague, Jr.

EDUCATION:

East Carolina University - Greenville, 2017

Bachelor of Science Degree, Health Fitness Specialist

RELATED EXPERIENCE:

Previously worked with M & K Enterprises as a roller operator, assisted with job preparation, checked asphalt density, and has experience with traffic control and concrete work.

PRESENT POSITION:

Construction Observer, WEST CONSULTANTS, PLLC, 2017 – present

PROFESSIONAL RESPONSIBILITIES:

Perform field inspections, review contractor's applications for payment, submit inspection reports, and gather field data for design of projects.

CERTIFICATIONS:

NC Wastewater (Collections) Grade 1 ORC, WEST CONSULTANTS, PLLC

2.3 Electrical Engineering Sub-Consultant

WATTS ENGINEERS, PLLC

4876 US 64
Morganton, NC 28655
Phone (828) 584-3676 Fax (828) 584-3677

Michael N. Watts, P.E.

Member, Watts Engineers, PLLC
President, Watts Services, Inc.

EDUCATION

Graduated from NC State University in 1988 with a B.S. in
Electrical Engineering
Graduated from NC State University in 1995 with a M.S. in
Business Management

EXPERIENCE

Founded Watts Engineers, PLLC in 1997 as a partner with
Max D. Watts to prepare designs, specifications and drawings
of plumbing, mechanical and electrical systems for architects,
engineers and commercial, industrial and institutional owners.

Watts Services, Inc. – President. NEBB Certified Test and
Balance Professional. TAB duties include estimation/bidding
and supervision of TAB projects. Supplemental TAB education
and experience includes completion of two hands-on courses
in testing and balancing of environmental systems through the
University of Wisconsin and annual NEBB chapter seminars.

Maddux Supply Company, Greenville, NC - General Manager
of firm providing products, materials and supplies to the
construction industry. Developed marketing strategy and sales
plans, recruited employees, served as technical support for
customers and sales force, and maintained overall
responsibility for operations and financial success.

Electrical Equipment Company, Raleigh, NC – Applications
Engineer. Designed and supervised implementation of control
systems involving electric motors, variable frequency drives,
programmable logic controllers and various sensors. Directed
and supervised technical personnel in building engineered
control panels. Assisted customers with installation and initial
startup of equipment and systems.

Fieldcrest Cannon, Inc., Smithfield, NC – Product Development
Engineer. Developed electrical and electronic controls
protection circuitry for electric blankets. Designed and tested
wire configurations to reduce electromagnetic field exposure
from electric blankets.

ORGANIZATIONS

National Society of Professional Engineers
Firm Member National Environmental Balancing Bureau,
NEBB Chapter
National Fire Protection Association (NFPA) - Architects,
Engineers and Building Officials Section

NC LICENSES

Professional Engineer (#22043)
Electrical Contractor-Unlimited (#7450U)
NC Home Inspector (#774)

TEST & BALANCE CERTIFICATIONS

NEBB Certified Professional – Air & Hydronics with
Watts Services, Inc., NEBB Certification #3189

3. Experience with Estimates of Probable Cost

Almost every water and wastewater project we provide services for includes the provision of an estimate of construction costs. Such estimates are done in both the preliminary and final design phases. Below are a few examples of our firm's past cost opinions compared to bid prices.

Client Name	Project Title	Brief Project Description	Estimated Cost & Bid
Alexander County	Industrial Park Wastewater	Approximately 1,200 LF of sewer force main, 1,300 LF of gravity sewer and a pump station	Est. \$136,916.00 Bid \$84,929.68
Alexander County	Shurtape Job Retention Wastewater Project	Approximately 18,000 LF of sewer force main, one pump station and appurtenances	Est. \$1,085,000.00 Bid \$1,175,861.90
Alexander County	Stony Point Elementary School Wastewater Project	Approximately 2,005 LF of 4" sewer force main, 940 LF of 8" gravity sewer and a pump station	Est. \$603,800.00 Bid \$582,208.57
Burke County	Eckard Creek Sewer Rehabilitation	Approximately 7,511 LF of PVC sewer force main with appurts. and one duplex 1,000 gpm suction lift pump station, complete	Est. \$1,471,000.00 Bid \$1,495,998.36
Troutman (Town of)	Goodman Road Sewer	1,837 LF of 8" san. sewer, 1,726 LF of 4" FM, 3,695 LF of 4" service, one pump station, and appurtenances	Est. \$413,000.00 Bid \$367,022.33

4. Proximity and Availability

Our office is in Morganton, North Carolina, which is 18 miles from Sawmills. Therefore, our personnel can respond quickly any time our presence is needed at the site or at the Town Hall.

5. Dispute Mitigation

West Consultants, PLLC has experience with assisting Owners in navigating contractor disputes. We work hard to communicate with all parties in a spirit of understanding and with the goal of successful project completion.

6. Relationship with Local Water and Sewer Infrastructure Providers

In addition to our long history of working with local government clients in the Mountain and Western Piedmont of North Carolina, West Consultants, PLLC also has a good working relationship with local construction and service contractors in the area. We

invite you to speak with the local contractors, vendors, and others in the water and wastewater industry and inquire about our reputation. Although we frequently have to give a contractor an answer he did not want to hear, such as when enforcing the specifications in the contract documents, we believe most contractors will say that we are fair. This can be a benefit for the Owner in one way, by encouraging contractors to submit lower, more reasonable bids, knowing that they will not be treated inequitably during the construction phase.

7. **Relationship with State Regulators and North Carolina Department of Transportation**

Because our personnel have been working in this area for so many years and because we have a reputation for submitting quality work, we enjoy a good working relationship with reviewers within the North Carolina Department of Transportation and within the North Carolina Department of Environmental Quality. The local staff of the North Carolina Department of Transportation know that we will pay attention to traffic safety and pavement protection in our utility designs and during construction observations. This helps them have a certain comfort level and therefore reduce the amount of review time, on-site meetings, and owner-paid NCDOT inspections. In the same way, the staff of the Division of Water Resources, Surface Water Protection, and Land Quality Sections of the North Carolina Department of Environmental Quality are familiar with our work and are usually quick to approve it.

8. **Experience with Federally Funded Projects**

West Consultants, PLLC has provided engineering services for numerous projects that were federally funded and therefore subject to the Federal Uniform Guidance (reference 2 CFR Part 200). The partial projects listing in Section B.1 indicates which projects were federally funded. In every such project, West Consultants prepared the procurement documents in accordance with the local, State, and Federal requirements. These documents included all relevant provisions such as requirements for sealed bids, open competition, public advertising, fixed pricing, and bonds. The grant or loan administration for the listed projects was sometimes provided by others, but in many cases West Consultants provided that service as well. The service included compliance monitoring, such as checking against Davis-Bacon Act prevailing wages (review of payroll affidavits and performing employee interviews). Specific examples are given in Section B.

Mileage is reimbursed per the current IRS allowable limits. Reproduction costs, postage, overnight lodging, meals, and other incidental expenses shall be a direct invoice charge per receipts (no markup). Associated job required services such as soil analysis, materials, testing, etc., shall be pre-negotiated and agreed upon prior to initiating work.

9. **Firm History and Services**

In 1979, Chester R. West, PE launched the consulting engineering and surveying firm West and Associates, PA, known today as West Consultants, PLLC. With experience working for the City of Charlotte and Burke County, Mr. West was able to offer needed

consulting services to many local governments and private clients in western North Carolina. He offered personable, courteous, affordable, and quality service that met a variety of needs for his clients. Mr. West retired in 2002.

Today, West Consultants, PLLC continues this same tradition of providing services that meet the needs of towns, cities, counties, utilities, and other clients in western North Carolina. We do this by listening to the clients' expressed objectives and then assisting with planning, design, funding, and administration, all in a personable way that emphasizes good communication and a problem-solving attitude. Our small size of 16 employees means that the Town's project will be a significant one for us and it will not "get buried" among hundreds of other projects. Our firm is small, but we are large enough to provide the services needed for the sewer project. We also know the landscape, such as the pertinent regulations, the local ordinances, the regulating authorities, the geographic implications, and more, because we have worked within this region for so long and because we live here.

West Consultants, PLLC provides civil engineering, land surveying, and project administration services. In relation to Sawmills' South Caldwell Sewer Pump Station Elevation project, elements we have experience designing include, but are not limited to, sewer lift station design (including access roads and generators), sewer main replacements, SCADA systems, sewer main extensions, road crossings (jack and bore), and stream crossings (aerial or subaqueous). Our services also include project planning, easement plats, permitting, cost estimating, and grant/loan administration.

In addition to quality design services, a successful project needs good administration during the construction phase. West Consultants, PLLC has extensive experience with the provision of services during bidding and construction. We review contractor applications for payment on a monthly basis, always verifying them based on observations of completed work by our field representative. Our staff work closely with the Owner, the contractor, and the funding agencies to ensure the project is progressing according to the schedule and budget approved by the Owner. We make it a priority to communicate openly and frequently so that none of the parties involved are uninformed.

In all these services, the personnel at West Consultants seek to act promptly. We know that when construction is underway, decisions affecting time and price are a top priority for the Owner and the Contractor, and that we must fulfill our role in the process to make the project successful.

B. Previous Experience and References for Similar Projects

1. Related Project (partial listing – current and completed)

West Consultants, PLLC has extensive experience in implementing utility projects. We have successfully completed numerous projects similar to the Sawmills South Caldwell Sewer Pump Station Elevation Project. A list of some of these projects is included in this section. In each case, West Consultants provided services such as planning, cost estimating, surveying, design, permitting, and construction administration.

Please feel free to contact any of the clients listed to inquire about our capabilities, including timeliness in responding to needs and in completing projects. Contact information is listed in Section B.3.

The partial project listing that follows includes the funding sources, for reference. The acronyms used are:

ARPA	American Rescue Plan Act (federal , administered by NCDWI)
ARRA	American Recovery and Reinvestment Act of 2009 (federal , administered By NCDWI)
ARC	Appalachian Regional Commission (federal)
ASADRA	Additional Supplemental Appropriations for Disaster Recovery Act (federal , administered by NCDWI)
CWMTF	Clean Water Management Trust Fund (state)
CWSRF	Clean Water State Revolving Fund (federal , administered by NCDWI)
CDBG	Community Development Block Grant (federal , administered by NCDWI or NC Dept. of Commerce)
DWSRF	Drinking Water State Revolving Fund (federal , administrated by NCDWI)
EDA	Economic Development Administration (federal , US Dept. of Commerce)
FEMA	Federal Emergency Management Agency (federal)
IDF	Industrial Development Fund (NC Dept. of Commerce)
Rural Center	NC Rural Economic Development Center, Inc.
SRG	State Revolving Grant (administered by NCDWI)
SRL	State Revolving Loan (administered by NCDWI)
SRP	State Reserve Loan Program (administered by NCDWI)
STAG	State and Tribal Assistance Grant (federal , administered by NCDWI)
USDA-RD	US Department of Agriculture – Rural Development (federal)

*NCDWI=North Carolina Division of Water Infrastructure

The partial project listing is separated to show which projects are currently in design or construction and which have been completed.

The projects were completed without legal or technical problems. West Consultants has received only one legal claim in the past ten years. The claim was related to a culvert design and unrelated to any public water or sewer infrastructure design.

1.1 Related Projects (partial listing - current)

Alexander County	Bethlehem Water Tank	ARPA	\$2,065,000 / \$1,823,500 (estimated construction cost, in design phase)	0.75-to-1.0-million-gallon elevated water storage tank, a tank-fill booster pump station, approximately 2,000 linear feet of 16" water main, and associated appurtenances to serve the Bethlehem Water System	B. Thomas, PE
Town of Beech Mountain	2022 Sewer Main Improvements	SRP	\$2,870,000 / \$2,480,170 (estimated construction cost, in design phase)	The project will rehabilitate or replace approximately 6,500 LF of 8" gravity sewer and 2,550 LF of 10" gravity sewer, complete 26 pipe spot repairs of various lengths, and rehab/repair of 194 manholes.	B. Thomas, PE
Town of Beech Mountain	2022 Water System Rehabilitation	DWSRF ARPA	\$2,913,265 / \$2,576,000 (estimated construction cost, currently in design phase)	This project will address failing water distribution lines (primarily 2" and 4" galvanized steel pipes with leaking joints and service line connections) by replacing them with approximately 22,700 linear feet of 6" ductile iron water mains.	B. Thomas, PE
Burke County	Rollins Avenue Waterline	ARPA	\$167,400 / \$145,200 (estimated construction cost, currently in design phase)	Replace approx. 1,130 linear feet of 2" or 4" PVC waterline with 6" PVC with fire hydrant with new connections to 12 homes served by this waterline	B. Thomas, PE
Town of Crossnore	Sewer Line Repairs and New Well	USDA	\$472,900 (estimated construction cost, currently in design phase)	This project will locate areas on inflow and infiltration and repair the sewer line by slip lining the existing line and a new water supply well.	D. Poore, PE
Yadkin Valley Sewer Authority	2020 Collection System Rehabilitation, Part 1	ASADRA ARPA	\$670,000 / \$577,500 (estimated construction cost, in construction phase)	Gravity sewer improvements to improve flood damage prevention, including replacement of subaqueous and aerial stream crossings	B. Thomas, PE
Yadkin Valley Sewer Authority	High Priority Collection System Rehab	SRP	\$1,762,000. / \$1,550,250 (estimated construction cost, currently in design phase)	Sewer Pipe Rehabilitation, includes the installation of cured-in-place pipe of approximately 16,705 LF of 8" gravity lines; Various Sewer System Improvements for replacement of approximately 1,941 LF of 8" gravity sewer lines, 17 pipe repairs of varying lengths and types, 22 tap replacements, rehabilitation/repair of 127 manholes (including 546 VF of cementitious lining, new frame/covers, raise frame/covers, and various other items), and 24 smoke defect repairs of various types	B. Thomas, PE

1.2 Related Projects (partial listing - completed)

Client Name	Project Title	Funding Agency	Construction Amount	Brief Project Description	Engineer of Record
Alexander County	Alexander Industrial Wastewater/Industrial Timber	Golden LEAF	\$126,629.68 (completed, February, 2022)	Approximately 689 linear feet of 8" gravity sewer main and appurtenances	B. Thomas, PE
Alexander County	Northern Service Area Water Project (with EnergyUnited Water Corporation)	SRL	\$3,210,886.99 September, 2009	42,083 LF of 8" waterline, 83,926 LF of 6" waterline with appurtenances	B. Thomas, PE
Alexander County	Industrial Park Sewer	ARC	\$591,138.74 August, 2018	Approximately 1,200 LF of sewer force main, 1,300 LF of gravity sewer and a pump station	B. Thomas, PE
Alexander County	Shurtape Job Retention Wastewater Project	ARC Golden Leaf CDBG	\$1,181,255 July, 2018	Approximately 18,000 LF of sewer force main, one pump station and appurtenances	B. Thomas, PE
Alexander County	Stony Point Elementary School Sewer	CDBG-I	\$634,945.89 November, 2020	Approximately 2,005 LF of 4" sewer force main, 940 LF of 8" gravity sewer and a pump station	B. Thomas, PE
Burke County	Eckard Creek Sewer Rehabilitation	CWSRF	\$1,486,305.39 August, 2020	Approximately 7,511 LF of PVC sanitary sewer force main with appurtenances and one duplex 1,000 gpm suction lift pump station, complete	B. Thomas, PE
Burke County	NC 18-South and Rhoney Road Waterline	CDBG-I	\$1,826,336.64 July, 2020	32,130 LF of 8-inch waterline and house connections with appurtenances	D. Poore, PE
EnergyUnited Water Corporation	City of Newton Water Interconnect	DWSRF	\$3,989,399.87 2006	Contract A: Waterline – Part 1 (8,200 LF of 20" DIP waterline, 47,285 LF of 16" DIP waterline, 10,395 LF of 12" PVC waterline with appurtenances), Contract B: Pump Station (site, building, 2-200 HP pumps, generator, and appurtenances), and Contract C – Part 2 (25,740 LF of 12" PVC waterline with appurtenances)	B. Thomas, PE
EnergyUnited Water Corporation	Town of Troutman Water Interconnect	DWSRF	\$1,361,957.50 December, 2007	Approximately 38,000 linear feet of 12" PVC waterline, a meter vault, a pressure reducing vault, and appurtenances	B. Thomas, PE
Town of Harmony	Town-Wide Sanitary Sewer System	USDA	\$3,228,034.34 July, 2011	Collection System consisting of 28,255 LF of 8" PVC sanitary sewer, 2,176 LF of 8" DI sanitary sewer, 10,500 LF of 6" PVC force main, 12,561 LF of 4" force main, 2,902 LF of 3" force main, 7 submersible pump stations, and appurtenances; and one 80,000 GPD Wastewater Treatment Plant	B. Thomas, PE
City of Hickory	St. Peters Church Road Water Project	Local	\$778,188 November, 2002	12", 8" and 6" waterlines and one booster pump station with 2 – 600 GPM water pumps	B. Thomas, PE
City of Morganton and Burke County	Burke Business Park Water System Improvements	IDF	\$2,071,593.19 (completed, March 2022)	A 500,000 gallon elevated water tank and a booster station	B. Thomas, PE
Town of North Wilkesboro	Mulberry School Sewer Extension	CDBG-I	\$1,207,024.13 July, 2020	Approximately 14,490 linear feet of 6-inch forcemain, 2,386 LF of 8" gravity sewer line, 11 manholes, a pump station and related appurtenances	D. Poore, PE
Town of Rhodhiss	System-Wide Water & Sewer System Improvements Project	ARRA	\$3,391,342.42 October, 2009	Over 13, 000 LF of water mains and over 19,000 LF of sewer main/service lines	B. Thomas, PE
Town of Ronda	Pleasant Hill Community Water System	ARRA	\$1,071,061.14 February, 2012	24,000 LF of waterline and water pumping station with 2 – 315 GPM pumps	D. Poore, PE

Client Name	Project Title	Funding Source	Construction Amount	Brief Project Description	Engineer of Record
Town of Taylorsville	Millersville Community Sewer	CWSRF CWMTF Golden LEAF	\$2,356,572.96 Julv. 2015	16,842 LF of 8" PVC san. sewer, 1,418 LF of 8" DIP san. sewer, 15,498 LF of 8" PVC FM, 20 LF of 8" DIP FM, 1,723 LF of 3" SDR 21 FM, 5,684 LF of 4" service lateral, three pump stations and appurtenances, and 500 LF of 2" SDR 13.5 PVC	T. Poteet, PE
Town of Taylorsville	Water System Efficiency & Reliability Improvements	DWSRF	\$978,099.00 June, 2014	13,500 LF of 8" waterline, new booster pump station, imvts. to booster pump station, 2 submersible tank mixers and cleaning of 2 tanks, 2 meter vaults, a pressure reducing valve vault, and SCADA system modifications	B. Thomas, PE
Town of Troutman	Goodman Road Sewer	CDBG	\$327,039.58 May, 2013	1,837 LF of 8" san. sewer, 1,726 LF of 4" FM, 3,695 LF of 4" service, one pump station, and appurtenances	T. Poteet, PE
Town of Troutman	Sewer Interconnect with Mooresville	Local Funding	\$1,330,806.50 December, 2007	6,144 LF of 24" san. sewer, 20,500 LF of 12" force main, (1) pump station with two 750 GPM submersible pumps and a standby generator, and appurtenances	B. Thomas, PE
Town of Troutman	Water System Improvements (Exit 42 Water Mains, Water Tank, SCADA)	DWSRF Rural Center	\$1,953,093.25 July, 2007	6,500 LF of 16" DI waterline and appurtenances, SCADA system, One million gallon elev. water storage tank	B. Thomas, PE
Town of Troutman	Weathers Creek Sewer	Local Funds	\$684,759.30 March, 2016	5,800 LF of 18" PVC and DIP gravity sewer, 1,825 LF of 12" PVC and DIP force main, and appurtenances	B. Thomas
Wilkes County & Town of Ronda	NC 268 Waterline Project	ARC	\$863,875.00 November, 2015	16,100 LF of 12" waterline, 1,500 LF of 6" waterline, and 2,710 LF of 2" waterline with appurtenances	D. Poore, PE
Yadkin Valley Sewer Authority	Collection System Extension to Serve Weyerhaeuser	ARC Golden Leaf IDF	\$1,006,867.45 June, 2019	11,368 LF of 8" FM, one pump station, and appurtenances	B. Thomas, PE
Yadkin Valley Sewer Authority	Phase II Collection System Rehabilitation	ARC CWSRF	\$1,174,061.99 June, 2015	13 pump station improvements, four pump station eliminations (incl. 4,100 LF of 8" san. sewer), one pump station modification from suction pump station to submersible pump station	B. Thomas, PE
Yadkin Valley Sewer Authority	Sewer Impvts. for Elkin Corporate Park & PGW Industries	ARC EDA IDF Rural Center	\$2,294,394.78 December, 2016	4,466 LF of 18" san. sewer lines, 2,989 LF of 8" FM two pump station improvements, new metering manhole, and various collection system improvements including rehab/repair of 91 manholes	B. Thomas, PE
Yadkin Valley Sewer Authority	SW Elkin Rehabilitation	SRL CWMTF	\$972,908.85 October, 2016	Review and analysis of CCTV inspections of SW Elkin, follow up manhole inspections, rehab/repair recommendations and design of all completed field work	B. Thomas, PE
Yadkin Valley Sewer Authority	2018 Pump Station Rehabilitation	CWSRF	\$957,979.44 May, 2021	Various improvements or elimination at 6 pump stations including modification of two stations from a suction lift station to a submersible pump station, elimination of one station (includes 2,099 LF of 8" gravity lines), one pump station improvements (new pumps, control panel, and valve vault); force main improvements - replace 200 LF of 3" force main and install an air release valve; and leveling equipment at another	B. Thomas, PE
Yadkin Valley Sewer Authority	Dutchman Creek Pump Station Elimination	CWSRF	\$538,961.68 (completed, April 2022)	Approximately 1,330 LF of new 12" gravity sewer, 5 new manholes and the abandonment of an existing pump station	B. Thomas, PE
Yadkin Valley Sewer Authority	Cobb Creek, Sandyberry Creek, Yadkin River	FEMA	\$140,377.25 (completed, February 2022)	950 ft of stream restoration	B. Thomas, PE

2. References

Listed in the following table are several clients that can attest to our qualifications for engineering, consulting, and design services. We invite you to contact some of them.

Project Owner	Contact/Email Address	Project Types
Alexander County 621 Liledoun Road Taylorsville, NC 28681	David Moose, Compliance Procurement Specialist dmoose@alexandercountync.gov (828) 352-7760	water and sewer infrastructure improvements
Town of Beech Mountain 403 Beech Mtn Parkway Beech Mountain, NC 28604	Robert Pudney, Town Manager rpudney@townofbeechmountain.com (828) 387-4236	new water treatment plant, new public works building, water and sewer improvements, street improvements
City of Conover PO Box 549 Conover, NC 28613	Brian Bradshaw, Public Works Director brian.bradshaw@conovernc.gov (828) 464-1191	water and sewer infrastructure improvements
Town of Drexel PO Box 188 Drexel, NC 28619	Sherri Bradshaw, Town Manager sbradshaw@townofdrexel.net (828) 437-7421	street assessment and improvements, environmental assessment, water and sewer infrastructure improvements
EnergyUnited Water Corporation 250 McClain Road Hiddenite, NC 28636	Rod Watts, Manager rwatts@energyunitedwater.com (704) 585-6518	water infrastructure improvements, new office building
Town of Gamewell 2750 Old Morganton Road Lenoir, NC 28645	Bonnie Caudle, Town Clerk townofgamewell@bellsouth.net (828) 754-1991	new park, site plan for new town hall and parking, sewer infrastructure improvements
Town of Harmony PO Box 118 Harmony, NC 28634	Lee Matney, Mayor harmonync@yadtel.net (704) 546-2339	new sewer infrastructure, storm drainage, water infrastructure improvements
Iredell County PO Box 788 Statesville, NC 28687	David Saleeby, Project Manager david.saleeby@co.iredell.nc.us (704) 878-3000	storm drainage improvements, new parking lots
City of Morganton PO Box 3448 Morganton, NC 28680	Sally Sandy, City Manager citymanager@morgantonnc.gov (828) 438-5260	site plans for soccer complex and greenway connector, storm drainage assessment, water and sewer infrastructure improvements
Town of North Wilkesboro PO Box 218 North Wilkesboro, NC 28659	David Poore, Public Services Director dpoore@north-wilkesboro.com (336) 667-7120 ext 3022	water and sewer infrastructure improvements
Town of Ronda 123 Chatham Street Ronda, NC 28670	Rhea Jean Bengé, Mayor mayor@townofronda.org (336) 835-2061	town-wide water and sewer infrastructure system
Town of Rhodhiss PO Box 40 Rhodhiss, NC 28667	Rick Justice, Town Manager manager@townofrhodhiss.com (828) 396-8400	new park, water and sewer infrastructure improvements
Town of Rutherford College PO Box 406 Rutherford College, NC 28671	Jessica Bargsley, Town Manager townmanager@rutherfordcollegenc.com (828) 874-0333	environmental assessments, sidewalks, site plans, storm drainage assessments and improvements, street assessment and improvements, water and sewer infrastructure improvements

Project Owner	Contact/Email Address	Project Types
Surry County P.O. Box 1467 Dobson, NC 27017	Chris Knopf, County Manager knopfc@co.surry.nc.us (336) 401-8201	sewer infrastructure extension
Town of Sawmills 4076 US Highway 321-A Sawmills, NC 28630	Chase Wineberger, Town Manager manager@townofsawmillsnc.com (828) 396-7903	sidewalks, site plans, storm drainage assessments and improvements, street assessment and improvements, water and sewer infrastructure improvements
Town of Taylorsville 67 Main Avenue Drive Taylorsville, NC 28681	Aaron Wike, Public Works Director awike@taylorsvillenc.com (828) 632-2218	sidewalks, site plans, storm drainage assessments and improvements, street assessment and improvements, water and sewer infrastructure improvements
Town of Troutman PO Box 26 Troutman, NC 28166	Ron Wyatt, Town Manager rwyatt@troutmannnc.gov Adam Lippard, Public Works Director alippard@troutmannnc.gov (704) 528-7600	new park, new greenways, sidewalks, storm drainage improvements, street assessment and improvements, water and sewer infrastructure improvements
Yadkin Valley Sewer Authority 500 NC Hwy 268 W Elkin NC 28621	Nicole Johnston, Exec. Director nicole.johnston@yvsa.org (336) 835-9819	sewer infrastructure improvements, wastewater treatment plant upgrades
Wilkes County 110 North Street Wilkesboro, NC 28697	John Yates, County Manager wcmanager@wilkescounty.net (336) 651-7300	water and sewer infrastructure improvements

C. Project Approach

West Consultants, PLLC has experience in all steps involved in implementing a utility construction project. The following work plan and schedule is proposed, in keeping with the BRIC grant application schedule, but our philosophy of service is to prioritize the objectives of the client and of the project. Therefore, we would be very flexible and adjust the schedule as needed. That may mean achieving certain milestones ahead of schedule. It may mean delaying some milestones if the Town needs more time to make decisions. Our main goal will be to communicate well with the project stakeholders and to aid rather than hinder the progress and quality of the project. We would begin whenever the Town authorized starting and would maintain similar intervals between tasks.

Activities/Milestones	Who	When
Advertise and enter contract with engineering firm(s), in accordance with NC state procurement guidelines	Sawmills, WPCOG	Month 1
EHP Review Process & BCA Refinement	WPCOG, Engineer	Months 1-2
Land Surveying	Engineer	Month 3
Geotechnical investigation	Geotech	Month 3
Hydrology & Hydraulics Engineering	Engineer	Month 3
Project design in coordination with state agencies	Engineer, NC DEQ, Lenoir	Months 4-6
Obtain all necessary permits (excludes CLOMR)	Engineer, NC DEQ	Months 7-8
Review finalized plans for schedule modifications and Go / No Go decision	Sawmills, Engineer	Month 8
Advertise and enter contract with construction firm, in accordance with NC state procurement guidelines	Sawmills, Engineer, WPCOG	Month 9-10
Project construction period, including site preparation	Contractor, Engineer	Months 11-16
Construction oversight for adherence with plans	Engineer	Months 11-16
Final inspection and preparation of as-built plans	Engineer	Month 17
Grant project close-out	WPCOG, Sawmills	Month 18

As exemplified in the task descriptions above, we would frequently provide deliverables to the Town staff and the other team members. Deliverables of data or information will be in the form of letters, emails, reports, drawings, and specifications, as each task requires. We will provide the Town with hard copies of all deliverables whenever requested. Our proposed working relationship with Town staff, while working on this project, is to communicate frequently and to be reachable by office phone, cell phone, and email at all times.

We will lead discussions with various entities and persons as needed throughout the life of the project. This will include close coordination with the Town on preparation of the procurement documents in accordance with the Federal Uniform Guidance.



MAYOR
Keith Warren

Town Manager
Chase Winebarger

**TOWN
COUNCIL**

Melissa Curtis, Mayor Pro-Tem
Clay Wilson
Rebecca Johnson
Joe Wesson
Bobby Mosteller

TOWN COUNCIL
January 16th, 2023
6:00 PM

PLANNER'S STAFF REPORT

Attachment A – Proposed Watershed Ordinance Changes

Background

This text amendment was done to make changes the existing Watershed Ordinance for various things. This is anything from small changes that clarify language and particular ordinances with just minor changes. Mostly all changes that are being recommended, were recommended by the state model ordinance. All the text that has been proposed to be added is signified by being in **highlighted in yellow**, all of the text that is being removed from the ordinance is in **red text and struck through**.

Staff recommendation

Staff recommends that the Sawmills Town Council adopt these Watershed Ordinance changes and reductions to the Sawmills Watershed Ordinance. Planning Board also recommended these changes to the Watershed Ordinance. Refreshing this document will help ensure that the citizens of Sawmills can have more clarification when pertaining to the interpretation of the Watershed Ordinance, and we have the best possible recommendations from the state.

4076 US Highway 321-A * Sawmills NC * (828)396-7903 * (828)396-8955 fax

<http://www.townofsawmills.com/>

The Town of Sawmills does not discriminate on the basis of age, sex, race, religion, national origin, disability, political affiliation, or marital status.

CHAPTER 155: WATER SUPPLY WATERSHED PROTECTION REGULATIONS**General Provisions; Scope**

- §155.01 Authority and enactment
- §155.02 Jurisdiction
- §155.03 Exceptions to applicability
- §155.04 Expansions to existing structures
- §155.05 Reconstruction of buildings or built-upon areas
- §155.06 Exemption of pre-existing vacant lots
- §155.07 Interpretation
- §155.08 Conflict of provisions
- §155.09 General definitions
- §155.10 Word interpretation
- §155.11 Procedure for amendments
- §155.12 Application of Regulations

General Regulations; Administration

- §155.25 Buffer areas required
- §155.26 Rules governing the interpretation of watershed area boundaries
- §155.27 Watershed Administrator and duties thereof
- §155.28 Appeal from the Watershed Administrator
- §155.29 Establishment of Watershed Review Board
- §155.30 Powers and duties of the Watershed Review Board
- §155.31 Appeals from the Watershed Review Board

Standards

- §155.45 High density development standards
- §155.46 High density development permit application
- §155.47 Stormwater control structures
- §155.48 Watershed Areas – Allowed and Not Allowed Uses
- §155.49 Watershed Areas – Density and Built-Upon Limits
- §155.50 Density Averaging
- §155.51 Cluster Development

Maintenance; Inspections and Enforcement

- §155.60 Posting of financial security required
- §155.61 Maintenance and upkeep
- §155.62 Application and inspection fees
- §155.63 Inspections and release of the performance bond
- §155.64 Sanctions
- §155.65 Public Health, In General
- §155.66 Abatement

Penalties

- §155.99 Penalty

GENERAL PROVISIONS; SCOPE

§ 155.01 AUTHORITY AND ENACTMENT.

The Legislature of the State of North Carolina has, in G.S. Chapter 160A, Article 8, **Delegation and Exercise of General Police Power** ~~19, Planning and Regulation of Development~~; and in G.S. Chapter 143, Article 21, Watershed Protection Rules, delegated the responsibility or directed local governmental units to adopt regulations designed to promote the public health, safety and general welfare of its citizenry. **In addition, GS 160D-926 and G.S. 143-214.5 specifically authorize local governments to enact and enforce water supply watershed management regulations.** The town does hereby ordain and enact into law the following chapter as the Watershed Protection Regulations of Sawmills, North Carolina. (Ord. § 170A, passed 2-19-2008)

§ 155.02 JURISDICTION.

The provisions of this chapter shall apply within the overlay zones designated as **Water Supply Watershed by the N.C. Environmental Management Commission and shall be a public-water supply watershed as** defined and established on the ~~Official Zoning~~ **water supply watershed protection map and on the Official Zoning Map** of the town ~~as watershed the~~ overlay zones being adopted simultaneously herewith. The Watershed Map and all explanatory matter contained thereon accompanies and is hereby made a part of this chapter. This chapter shall be permanently kept on file in the office of the Town Clerk. (Ord. § 170B, passed 2-19-2008)

§ 155.03 EXCEPTIONS TO APPLICABILITY.

~~(A) Development activities in the WS N Watershed that do not require a sedimentation and erosion control plan are exempt from the requirements of this chapter.~~

~~(B) Existing development, as defined in this chapter, is not subject to the requirements of this chapter. Expansions to structures classified as existing development must meet the requirements of this chapter; however, the built-upon area of the existing development is not required to be included in the density calculations. **EXISTING DEVELOPMENT** is defined as those projects that are built or those projects that at a minimum have established a vested right under state zoning law as of the effective date of this chapter based on at least one of the following criteria:~~

~~(1) Having expended substantial resources (time, labor, money) based on a good-faith reliance upon having received a valid local government approval to proceed with the project;~~

~~(2) Having an outstanding valid building permit as authorized by G.S. § 160A-385.1; or~~

~~(3) Having an approved site-specific or phased development plan as authorized by G.S. § 160A-385.1. (Ord. § 170C, passed 2-19-2008)~~

(A) Nothing contained herein shall repeal, modify, or amend any Federal or State law or regulation, or any ordinance or regulation pertaining thereto except any ordinance which these regulations specifically replace; nor shall any provision of this Ordinance amend, modify, or restrict any provisions of the Code of Ordinances of the Town of Sawmills; however, the adoption of this Ordinance shall and does amend any and all ordinances, resolutions, and regulations in effect in the Town of Sawmills at the time of the adoption of this Ordinance that may be construed to impair or reduce the effectiveness of this Ordinance or to conflict with any of its provisions.

(B) It is not intended that these regulations interfere with any easement, covenants or other agreements between parties. However, if the provisions of these regulations impose greater restrictions or higher standards for the use of a building or land, then the provisions of these regulations shall control.

(C) Existing Development, as defined in this ordinance, is not subject to the requirements of this ordinance.

(D) If a Non-Conforming Lot of Record is not contiguous to any other lot owned by the same party, then that lot of record shall not be subject to the development restrictions of this ordinance if it is developed for single-family residential purposes. The Town of Sawmills requires the combination of contiguous nonconforming lots of record owned by same party to establish a lot or lots that meet requirements within § 155.04 of this ordinance.

(E) Any lot or parcel created as part of any other type of subdivision that is exempt from a local subdivision ordinance shall be subject to the land use requirements (including impervious surface requirements) of these rules, except that such a lot or parcel must meet the minimum buffer requirements to the maximum extent practicable.

§ 155.04 EXPANSIONS TO EXISTING STRUCTURES.

~~Expansions to structures classified as existing development must meet the requirements of this chapter; however, the built-upon area of the existing development is not required to be included in the density calculations. (Ord. § 170D, passed 2-19-2008)~~

Expansions to existing development must meet the requirements of this ordinance, except single family residential development unless expansion is part of common plan of development. In an expansion, the built-upon area of the existing development is not required to be included in the density calculations. Where there is a net increase of built upon area, only the area of net increase is subject to this ordinance. Where existing development is being replaced with new built upon area, and there is net increase of built upon area, only areas of net increase shall be subject to this ordinance.

§ 155.05 RECONSTRUCTION OF BUILDINGS OR BUILT-UPON AREAS.

Any existing building or built-upon area not in conformance with the restrictions of this chapter that has been damaged or removed may be repaired and/or reconstructed, except that there are no restrictions on single-family residential development, provided:

(A) Repair or reconstruction is initiated within 12 months and completed within two years of the damage; and/or

(B) The total amount of space devoted to built-upon area may not be increased unless stormwater control that equals or exceeds the previous development is provided. (Ord. § 170E, passed 2-19-2008)

§ 155.06 EXEMPTION OF PRE-EXISTING VACANT LOTS.

A pre-existing vacant lot owned by an individual prior to the effective date of this chapter, regardless of whether or not a vested right has been established, may be developed for single-family residential purposes without being subject to the restrictions of this chapter, provided the property is zoned for this use. However, this exemption is not applicable to multiple contiguous lots under single ownership unless the total impervious surface established on those lots does not exceed the built-upon limits provided herein. (Ord. § 170F, passed 2-19-2008)

§ 155.07 INTERPRETATION.

Nothing contained herein shall repeal, modify or amend any federal or state law or regulation, or any ordinance or regulation pertaining thereto except any ordinance which these regulations specifically replace; nor shall any provision of this chapter amend, modify or restrict any provisions of the code of ordinances of the town; however, the adoption of this chapter shall and does amend any and all ordinances, resolutions and regulations in effect in the town at the time of the adoption of this chapter that may be construed to impair or reduce the effectiveness of this chapter or to conflict with any of its provisions. (Ord. § 170G, passed 2-19-2008)

§ 155.08 CONFLICT OF PROVISIONS.

It is not intended that these regulations interfere with any easement, covenants or other agreements between parties. However, if the provisions of these regulations impose greater restrictions or higher standards for the use of a building or land, then the provisions of these regulations shall control. (Ord. § 170H, passed 2-19-2008)

§ 155.09 GENERAL DEFINITIONS.

For the purpose of this chapter, the following definitions shall apply unless the context clearly indicates or requires a different meaning.

AGRICULTURAL USE. The use of waters for stock watering, irrigation and other farm purposes.

BALANCE OF WATERSHED (BW). The area adjoining and upstream of the critical area in a WS-II and WS-III water supply watershed. The "balance of watershed" is comprised of the entire land area contributing surface drainage to the stream, river, or reservoir where a water supply intake is located.

BEST MANAGEMENT PRACTICES (BMPs). A structural or nonstructural management-based practice used singularly or in combination to reduce nonpoint source inputs to receiving waters in order to achieve water quality protection goals.

BUFFER An area of natural or planted vegetation through which stormwater runoff flows in a diffuse manner so that the runoff does not become channelized and which provides for infiltration of the runoff and filtering of pollutants. The *BUFFER* is measured landward from the normal pool elevation of impounded structures and from the bank of each side of streams or rivers.

BUILDING. Any structure having a roof supported by columns or by walls, and intended for shelter, housing or enclosure of persons, animals or property. The connection of two buildings by means of an open porch, breezeway, passageway, carport or other open structure, with or without a roof, shall not be deemed to make them one *BUILDING*.

BUILT-UPON AREA. The portion of a development project that is covered by impervious or partially impervious cover including buildings, pavement, gravel roads, recreation facilities and the like, excluding wooden slatted decks and the water area of a swimming pool.

CLUSTER DEVELOPMENT. The grouping of buildings in order to conserve land resources and provide for innovation in the design of the project. This term includes nonresidential development as well as single-family residential subdivisions and multi-family developments that do not involve the subdivision of land.

COMMON PLAN OF DEVELOPMENT – site with multiple lots where there is a single development plan for all of the lots, usually represented by a master plan or a set of recorded declarations of restrictive covenants and conditions.

CRITICAL AREA (CA). The portion of a state designated water supply watershed which is one-half mile and draining to water supplies from the normal pool elevation of reservoirs, or one-half mile and draining to a river intake.

DEVELOPMENT. Any land disturbing activity which adds to or changes the amount of impervious or partially impervious cover on a land area, or which otherwise decreases the infiltration of precipitation into the soil.

DWELLING UNIT. A building, or portion thereof, providing complete and permanent living facilities for one family.

EXISTING DEVELOPMENT. Those projects that are built or those projects that at a minimum have established a vested right under state zoning law as of the effective date of this chapter based on at least one of the following criteria:

- (1) Having expended substantial of resources (time, labor, money) based on a good-faith reliance upon having received a valid local government approval to proceed with the project;
- (2) Having an outstanding valid building permit as authorized by G.S. § 153A-344.1 and G.S. § 160A-385.1; or
- (3) Having an approved site-specific or phased development plan as authorized by G.S. § 153A-344.1 and G.S. § 160A-385.1.

EXISTING LOT (LOT OF RECORD). A lot which is part of a subdivision, a plat of which has been recorded with the County Register of Deeds prior to the adoption of this chapter, or a lot described by metes and bounds, the description of which has been so recorded prior to the adoption of this chapter.

FAMILY SUBDIVISION. Family subdivision means a division of a tract of land: (a) to convey the resulting parcels, with the exception of parcels retained by the grantor, to a relative or relatives as a gift or for nominal consideration, but only if no more than one parcel is conveyed by the grantor from the tract to any one relative; or (b) to divide land from a common ancestor among tenants in common, all of whom inherited by intestacy or by will.

HAZARDOUS MATERIAL. Any substance listed as such in: SARA Section 302, Extremely Hazardous Substances, CERCLA Hazardous Substances, or Section 311 of CWA (oil and hazardous substances).

INDUSTRIAL DEVELOPMENT. Any nonresidential development that requires an NPDES permit for an industrial discharge and/or requires the use or storage of any hazardous material for the purpose of manufacturing, assembling, finishing, cleaning, or developing any product.

LANDFILL. A facility for the disposal of solid waste on land in a sanitary manner in accordance with G.S. Chapter 130A, Article 9. For the purpose of this chapter, this term does not include composting facilities.

LOT. A parcel of land occupied or capable of being occupied by a building or group of buildings devoted to a common use, together with customary accessories and open spaces.

MAJOR VARIANCE. A variance that results in any one or more of the following:

- (1) The complete waiver of a management requirement;
- (2) The relaxation, by a factor of more than 10%, of any management requirement

that takes the form of a numerical standard; or

(3) The relaxation of any management requirement that applies to a development proposal intended to qualify under the high density option.

MINOR VARIANCE. A variance that does not qualify as a major variance.

NONCONFORMING EXISTING LOT. A lot described by a plat or a deed that was recorded prior to the effective date of local watershed protection regulations (or their amendments) that does not meet the minimum lot size or other development requirements of the statewide watershed protection rules.

NONRESIDENTIAL DEVELOPMENT. All development other than residential development, agriculture and silviculture.

PERENNIAL WATERBODY. A natural or man-made basin, including lakes, ponds, and reservoirs, that stores surface water permanently at depths sufficient to preclude the growth of non-hydrophilic rooted plants.

PLAT. A map or plan of a parcel of land which is to be, or has been, subdivided and recorded.

PROTECTED AREA (PA). The portion of a state designated water supply watershed which is five miles and draining to water supplies from the normal pool elevation of reservoirs, or ten miles upstream of and draining to a river intake.

QUALIFIED INDIVIDUAL. A person certified to perform stream determinations by completing and passing the Surface Water Identification Training and Certification (SWITC) course offered by the N.C. Div. of Water Resources at N.C. State University.

RESIDENTIAL DEVELOPMENT. Buildings for residence, such as attached and detached single-family dwellings, apartment complexes, condominiums, townhouses, cottages and the like and their associated outbuildings, such as garages, storage buildings, gazebos and the like.

RESIDUALS. Any solid or semi-solid waste generated from a wastewater treatment plant, water treatment plant or air pollution control facility permitted under the authority of the Environmental Management Commission.

SINGLE-FAMILY RESIDENTIAL. Any development where no building contains more than one dwelling unit; every dwelling unit is on a separate lot; and where no lot contains more than one dwelling unit.

STORMWATER CONTROL MEASURES (SCM). means a permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapo-transpiration, post-filtration discharge, reuse of stormwater, or a combination thereof.

STREET (ROAD). A right-of-way for vehicular traffic which affords the principal means of access to abutting properties.

STRUCTURE. Anything constructed or erected, including but not limited to buildings, which requires location on the land or attachment to something having permanent location on the land.

SUBDIVIDER. Any person, firm, corporation, or official who subdivides or develops any land deemed to be a subdivision as herein defined.

SUBDIVISION. All divisions of a tract or parcel of land into two or more lots, building sites, or other divisions for the purpose of sale or building development (whether immediate or future) and shall include all division of land involving the dedication of a new street or a change in existing streets; except those exempt from subdivision regulation by GS 160D-802(a)(1) through (a)(5).

SURFACE WATERS. All waters of the State as defined in NCGS 143-212 except underground waters.

TOXIC SUBSTANCE. Any substance or combination of substances (including disease causing agents), which after discharge and upon exposure, ingestion, inhalation, or assimilation into any organism, either directly from the environment or indirectly by ingestion through food chains, has the potential to cause death, disease, behavioral abnormalities, cancer, genetic mutations, physiological malfunctions (including malfunctions or suppression in reproduction or growth), or physical deformities in such organisms or their off spring or other adverse health effects.

VARIANCE. A permission to develop or use property granted by the Watershed Review Board relaxing or waiving a water supply watershed management requirement adopted by the Environmental Management Commission that is incorporated into this chapter.

VESTED RIGHTS. The right to undertake and complete the development and use of property under the terms and conditions of an approved site-specific development plan or an approved phased development plan. Refer to the North Carolina General Statutes Section 160D-108 for more information.

WATERDEPENDENT STRUCTURE. Any structure for which the use requires access to or proximity to or citing within surface waters to fulfill its basic purpose, such as boat ramps, boathouses, docks and bulkheads. Ancillary facilities such as restaurants, outlets for boat supplies, parking lots and commercial boat storage areas are not *WATER DEPENDENT STRUCTURES*.

WATERSHED. The entire land area contributing surface drainage to a specific point (that is the water supply intake).

WATERSHED ADMINISTRATOR. An official designated by the town responsible for administration and enforcement of this chapter. The duties of the *WATERSHED ADMINISTRATOR* may also be performed by the Zoning Enforcement Officer or other

designated personnel.

(Ord. § 170X, passed 2-19-2008)

§ 155.10 WORD INTERPRETATION.

For the purpose of this chapter, certain words shall be interpreted as follows.

(A) Words in the present tense include the future tense.

(B) Words used in the singular number include the plural, and words used in the plural number include the singular, unless the construction of the wording indicates otherwise.

(C) The word *PERSON* includes a firm, association, corporation, trust and company as well as an individual.

(D) The word *STRUCTURE* shall include the word *BUILDING*.

(E) The word *LOT* shall include the words *PLOT*, *PARCEL* or *TRACT*.

(F) The words "shall" and "will" are always mandatory and not merely directory.

(G) The word *WATERSHED ADMINISTRATOR* shall include the word *ZONING ENFORCEMENT OFFICER*.

(Ord. § 170Y, passed 2-19-2008)

§ 155.11 PROCEDURE FOR AMENDMENTS.

(A) A petition for an amendment to this chapter and to the Official Zoning Map may be initiated by the town, the Planning Board, any department or agency of the town, the owner of any property within the town, or any interested citizen who can show just cause for an amendment.

(B) Applications submitted by individual property owners or interested citizens who are not acting in an official capacity for the town shall comply with the following procedural requirements.

(1) *Application submission.* Any person for an amendment to this chapter shall be filed with the Town Clerk at least 20 days prior to the date on which it is to be introduced to the Planning Board. Each petition for an amendment shall be accompanied by a fee of \$35 to help defray the costs of advertising the public hearing required by G.S. § 160A-364.

(2) *Change to Zoning Map.* Each application involving a change to the Official Zoning Map shall be signed, be in duplicate, and shall contain

at least the following information:

- (a) The applicant's name in full, applicant's address, address or description of the property to be rezoned, including the tax map number;
- (b) The applicant's interest in the property and the type of rezoning requested;
- (c) If the proposed change would require a change in the Zoning Map, an accurate diagram of the property proposed for rezoning, showing:
 - 1. All property lines with dimensions, including north arrow;
 - 2. Adjoining streets with rights-of-way and paving widths;
 - 3. The location of all structures, existing and proposed, and the use of the land;
 - 4. Zoning classification of all abutting property owners; and
 - 5. Names and addresses of all adjoining property owners.
- (d) A statement regarding the changing conditions, if any, in the area of in the town generally that make the proposed amendment reasonably necessary to the promotion of the public health, safety and general welfare.

(3) *Planning Board consideration.* All proposed amendments to this chapter shall be submitted to the Planning Board for review and recommendation. At the discretion of the Planning Board, a public hearing may be conducted to consider the proposed amendment. The Planning Board shall have 31 days from the time the proposed amendment was first considered by the Planning Board to submit its report. If the Planning Board fails to submit its report within the above period, it shall be deemed to have approved the proposed amendment.

(4) *Town Council consideration.* Before adopting or amending this chapter, the Town Council shall hold a public hearing on it. A notice of the public hearing shall be given once a week for two consecutive calendar weeks in a newspaper having general circulation in the area. The notice shall be published for the first time not less than ten days nor more than 25 days before the date fixed for this hearing (G.S. § 160A-364). Any petition for an amendment to this chapter may be withdrawn at any time by written notice to the Town Clerk.

~~(5) *Protest petition.*~~

~~(a) A protest petition may be presented against any proposed amendment signed by the owners of 20% or more either of the area of the lots included in the proposed changes, or of those immediately adjacent thereto either in the rear thereof or on either side thereof, extending 100 feet therefrom, or of those directly opposite thereto extending 100 feet from the street frontage on the opposite lots. In this case the amendment shall not become effective except by favorable vote of three-fourths of all members of the Town Council.~~

~~(b) No protest against any change in or amendment to this chapter or to the Zoning Map shall be valid or effective unless it be in the form of a written petition actually bearing the signatures of the requisite number of property owners and stating that the signers do protest the proposed change or amendment, unless it shall have been received by the Town Clerk in sufficient time to allow the town at least two normal working days, excluding Saturdays, Sundays and legal holidays, before the date established for a public hearing on the proposed change or amendment to determine the sufficiency and accuracy of the petition.~~

(5) The proposed amendments shall follow the requirements of G.S. Chapter 160A, Article 19, Planning and Regulation of Development and will in no way undermine or diminish the purpose and intent of G.S. Chapter 143, Article 21, Watershed Protection Rules, which have been designed to promote the public health, safety and general welfare of the state's citizenry. All proposed amendments will be sent to the following state agencies prior to adoption: the Department of Commerce - Division of Community Assistance, the Department of Environment, Health and Natural Resources - Division of Environmental Management and the Environmental Management Commission.
(Ord. § 170BB, passed 2-19-2008)

Statutory reference:

Planning Board, see G.S. § 160A 387 Protest petition, see G.S. § 160A-386

§ 155.12 APPLICATION OF REGULATIONS

(A) No building or land shall hereafter be used and no development shall take place except in conformity with the regulations herein specified for the watershed area in which it is located.

(B) No area required for the purpose of complying with the provisions of this ordinance shall be included in the area required for another building.

(C) Every residential building hereafter erected, moved or structurally altered shall be located on a lot which conforms to the regulations herein specified, except as permitted in Section 306

(D) If a use or class of use is not specifically indicated as being allowed in a watershed area, such use or class of use is prohibited.

GENERAL REGULATIONS; ADMINISTRATION

§ 155.25 BUFFER AREAS REQUIRED.

(A) A minimum 100-foot vegetative buffer is required for all new development activities that exceed the low density option; otherwise, a minimum 30-foot vegetative buffer for development activities is required along all perennial waters indicated in the most recent versions of USGS 1:24,000 (7.5 minute) scale topographic maps or as determined by local government studies. Artificial stream bank or shoreline stabilization is permitted.

(B) Where USGS topographic maps do not distinguish between perennial and

intermittent streams, an on-site stream determination may be performed by an individual qualified to perform such stream determinations.

(C) Desirable artificial streambank or shoreline stabilization is permitted.

(D) No new development is allowed in the buffer except for water dependent structures and public projects such as road crossings and greenways and their appurtenances where no practical alternative exists. These activities should minimize built-upon surface area, direct runoff away from the surface waters and maximize the utilization of stormwater best management practices, defined as a structural or nonstructural management based practice used singularly or in combination to reduce nonpoint source inputs receiving waters in order to achieve water quality goals.

(Ord. § 1701, passed 2-19-2008)

§ 15526 RULES GOVERNING THE INTERPRETATION OF WATERSHED AREA BOUNDARIES.

(A) Where uncertainty exists as to the boundaries of the watershed areas, as shown on the Watershed Map, the following rules shall apply.

(1) Where area boundaries are indicated as approximately following either street, alley, railroad or highway lines or centerlines thereof, the lines shall be construed to be the boundaries.

(2) Where area boundaries are indicated as approximately following lot lines, the lot lines shall be construed to be the boundaries. However, a surveyed plat prepared by a registered land surveyor may be submitted to the Watershed Administrator as evidence that one or more properties along these boundaries do not lie within the watershed area.

(3) Where the watershed area boundaries lie at a scaled distance more than 25 feet from any parallel lot line, the location of watershed area boundaries shall be determined by use of the scale appearing on the Watershed Map.

(4) Where the watershed area boundaries lie at a scaled distance of 25 feet or less from any parallel lot line, the location of watershed area boundaries shall be construed to be the lot line.

(5) Where other uncertainty exists, the Watershed Administrator shall interpret the Watershed Map as to location of the boundaries.

(B) This decision may be appealed to the Watershed Review Board. (Ord. § 1701, passed 2-19-2008)

§ 15527 WATERSHED ADMINISTRATOR AND DUTIES THEREOF.

The Town Council shall appoint a Watershed Administrator. It shall be the duty of the Watershed Administrator to administer and enforce the provisions of this chapter as

follows.

(A) The Watershed Administrator shall issue watershed protection permits and watershed protection occupancy permits as prescribed herein. A record of all permits shall be kept on file and shall be available for public inspection during regular office hours of the Administrator.

(B) The Watershed Administrator shall serve as staff to the Watershed Review Board.

(C) The Watershed Administrator shall keep records of all amendments to the local Water Supply Watershed Protection Regulations (this chapter) and shall provide copies of all amendments upon adoption to the Supervisor of the Classification and Standards Group, Water Quality Section, Division of Environmental Management.

(D) The Watershed Administrator is granted the authority to administer and enforce the provisions of this chapter, exercising in the fulfillment of his or her responsibility the full zoning and police power of the town. The Watershed Administrator, or his or her duly authorized representative, may enter any building, structure or premises, as provided by law, to perform any duty imposed upon him or her by this chapter.

(E) The Watershed Administrator shall keep a record of variances to this chapter. This record shall be submitted to the Supervisor of the Classification and Standards Group, Water Quality Section, Division of Environmental Management on an annual basis and shall provide a description of each project receiving a variance and the reasons for granting the variance.

(Ord. § 170K, passed 2-19-2008)

(F) The Watershed Administrator is responsible for ensuring that Stormwater Control Measures are inspected at least once a year and shall keep a record of SCM inspections.

§ 155.28 APPEAL FROM THE WATERSHED ADMINISTRATOR.

(A) Any order, requirement, decision or determination made by the Watershed Administrator may be appealed to and decided by the Watershed Review Board.

(B) An appeal from a decision of the Watershed Administrator must be submitted to the Watershed Review Board within 30 days from the date the order, interpretation, decision or determination is made. All appeals must be made in writing stating the reasons for appeal. Following submission of an appeal, the Watershed Administrator shall transmit to the Board all papers constituting the record upon which the action appealed from was taken.

(C) An appeal stays all proceedings in furtherance of the action appealed, unless the officer from whom the appeal is taken certifies to the Board after the notice of appeal has been filed with him or her, that by reason of facts stated in the certificate, a stay would in his or her opinion cause imminent peril to life or property. In that case, proceedings shall not be stayed otherwise than by a restraining order which may be granted by the Board or by a court of record on application of notice of the officer from whom the appeal is taken and upon due cause shown.

(D) The Board shall fix a reasonable time for hearing the appeal and give notice thereof to the parties and shall decide the same within a reasonable time. At the hearing, any party may appear in person, by agent or by attorney.
(Ord. § 170L, passed 2-19-2008)

§ 155.29 ESTABLISHMENT OF WATERSHED REVIEW BOARD.

There shall be and hereby is created the Watershed Review Board consisting of the same membership as the ~~Town Council~~ Planning Board. Terms for members of the Watershed Review Board shall coincide with the membership terms for ~~Town Council~~ Planning Board.
(Ord. § 170M, passed 2-19-2008)

§ 155.30 POWERS AND DUTIES OF THE WATERSHED REVIEW BOARD.

(A) The Watershed Review Board shall be responsible for reviewing and hearing all major and minor variance cases, and shall follow the standards procedures of this chapter for variance applications. the Watershed Review Board may grant a variance, it shall make the following three findings, which shall be recorded in the permanent record of the case, and shall include the factual reasons on which they are based:

(a) There are practical difficulties or unnecessary hardships in the way of carrying out the strict letter of the Ordinance. In order to determine that there are practical difficulties or unnecessary hardships, the Board must find that the five following conditions exist:

(1) If he complies with the provisions of the Ordinance, the applicant can secure no reasonable return from, nor make reasonable use of, his property. Merely proving that the variance would permit a greater profit to be made from the property will not be considered adequate to justify the Board in granting an variance. Moreover, the Board shall consider whether the variance is the minimum possible deviation from the terms of the Ordinance that will make possible the reasonable use of his property.

(2) The hardship results from the application of the Ordinance to the property rather than from other factors such as deed restrictions or other hardship.

(3) The hardship is due to the physical nature of the applicant's property, such as its size, shape, or topography, which is different from that of neighboring property.

(4) The hardship is not the result of the actions of an applicant who knowingly or unknowingly violates the Ordinance, or who purchases the property after the effective date of the Ordinance, and then comes to the Board for relief.

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(5) The hardship is peculiar to the applicant's property, rather than the result of conditions that are widespread. If other properties are equally subject to the hardship created in the restriction, then granting a variance would be a special privilege denied to others, and would not promote equal justice.

(b) The variance is in harmony with the general purpose and intent of the Ordinance and preserves its spirit.

(c) In the granting of the variance, the public safety and welfare have been assured and substantial justice has been done. The Board shall not grant a variance if it finds that doing so would in any respect impair the public health, safety, or general welfare.

(B) In granting the variance, the Board may attach thereto such conditions regarding the location, character, and other features of the proposed building, structure, or use as it may deem advisable in furtherance of the purpose of this ordinance. If a variance for the construction, alteration or use of property is granted, such construction, alteration or use shall be in accordance with the approved site plan.

(C) The Watershed Review Board shall refuse to hear an appeal or an application for a variance previously denied if it finds that there have been no substantial changes in conditions or circumstances bearing on the appeal or application.

(D) A variance issued in accordance with this Section shall be considered a Watershed Protection Permit and shall expire if a Building Permit or Watershed Occupancy Permit for such use is not obtained by the applicant within six (6) months from the date of the decision.

(E) If the application calls for the granting of a major variance, and if the Watershed Review Board decides in favor of granting the variance, the Board shall prepare a preliminary record of the hearing with all deliberate speed. The preliminary record of the hearing shall include:

- a. The variance applications;
- b. The hearing notices;
- c. The evidence presented;
- d. Motions, offers of proof, objections to evidence and rulings on them;
- e. Proposed findings and exceptions; and
- f. The proposed decision, including all conditions proposed to be added to the permit.

(F) The preliminary record shall be sent to the Environmental Management Commission for its review as follows.

- a. If the Commission concludes from the preliminary record that the variance

qualifies as a major variance and that the property owner can secure no reasonable return from, nor make any practical use of the property unless the proposed variance is granted, and the variance, if granted, will not result in a serious threat to the water supply, then the Commission shall approve the variance as proposed or approve the proposed variance with conditions and stipulations. The Commission shall prepare a Commission decision and send it to the Watershed Review Board.

i. If the Commission approves the variance as proposed, the Board shall prepare a final decision granting the proposed variance.

ii. If the Commission approves the variance with conditions and stipulations, the Board shall prepare a final decision, including the conditions and stipulations, granting the proposed variance.

b. If the Commission concludes from the preliminary record that the variance qualifies as a major variance and that the property owner can secure a reasonable return from or make a practical use of the property without the variance, or the variance, if granted, will result in a serious threat to the water supply, then the Commission shall deny approval of the variance as proposed. The Commission shall prepare a Commission decision and send it to the Watershed Review Board. The Board shall prepare a final decision denying the variance as proposed.

(G) Approval of all development greater than the low density option shall be the authority of the Watershed Review Board.
(Ord. § 170N, passed 2-19-2008)

§ 15531 APPEALS FROM THE WATERSHED REVIEW BOARD.

Appeals from the Watershed Review Board must be filed with the Superior Court within 30 days from the date of the decision. The decisions by the Superior Court will be in the manner of certiorari.

(Ord. § 1700, passed 2-19-2008)

STANDARDS

§ 155.45 HIGH DENSITY DEVELOPMENT STANDARDS.

The Watershed Review Board may approve high density development proposals consistent with the following standards.

(A) *WS-IV-CA Watershed Areas.* Where new development exceeds either two dwelling units per acre or 24% built-upon area, engineered stormwater controls shall be used to control runoff from the first inch of rainfall, and development shall not exceed 50% built-upon area.

(B) *WS-IV-PA Watershed Areas*. Where new development requires a Sedimentation/Erosion Control Plan (see § 153.02) and exceeds either two dwelling units per acre, 24% built-upon area or 36% built-upon area without curb and gutter, engineered stormwater controls shall be used to control runoff from the first inch of rainfall, and development shall not exceed 70% built-upon area. (Ord. § 170P, passed 2-19-2008)

§ 155.46 HIGH DENSITY DEVELOPMENT PERMIT APPLICATION.

(A) A high density development permit shall be required for new development exceeding the requirements of the low density option.

(B) Application for a high density development permit shall be addressed and submitted to the Watershed Review Board through the Watershed Administrator. Application for a high density development permit shall be made on the proper form and shall include the following information:

(1) A completed high density development permit application signed by the owner of the property. The signature of the consulting engineer or other agent will be accepted on the application only if accompanied by a letter of authorization;

(2) Ten reproducible copies of the development plan within the drainage basin including the applicable information listed in Appendix A: Application Forms, Subdivision Plat Checklist, which appendix as attached to the ordinance comprising this chapter is hereby adopted by reference as if set out in full herein, and detailed information concerning built-upon area;

(3) Ten reproducible copies of the plans and specifications of the stormwater control;

(4) When required by law, written verification that a soil erosion and sedimentation control plan has been approved by the appropriate state or local agency; and

(5) Permit application fees.

(C) Prior to taking final action on any application, the Board or the Watershed Administrator may provide an opportunity to public agencies affected by the development proposal to review and make recommendations on the application. However, failure of the agencies to submit their comments and recommendations shall not delay the Board's action within the prescribed time limit.

(D) *Public hearing*. Upon receipt of a completed application, the Watershed Review Board shall hold a public hearing. Notice of the hearing shall be published in a newspaper of general circulation at least seven days prior to the date of the hearing. The notice shall state the location of the building, lot or tract in question, the intended use of the property, the need for engineered stormwater controls and the time and place of the hearing. At the hearing, the applicant or designated representative thereof shall appear for the purposes of offering testimony and recommendations concerning the application. The Board shall also

allot reasonable time for the expression of views by any member of the public attending the meeting in person or represented by an attorney, provided the testimony bears on the findings the Board must make.

(E) (1) The Watershed Review Board shall issue a high density development permit within 65 days of its first consideration upon finding that the proposal is consistent with the applicable standards set forth in this chapter and the following conditions are met.

(a) The use will not endanger the public health or safety if located where proposed and developed according to the plan as submitted and approved;

(b) The use minimizes impacts to water quality through the best management practices, cluster development and/or maximum setbacks from perennial waters;

(c) The use is vital to the continued growth and economic development of the town; and

(d) The use is consistent with the officially adopted land development plans for the town.

(2) If the Watershed Review Board finds that any one of the above conditions is not met, the Board shall deny the application.

(F) In addition to any other requirements provided by this chapter, the Board may designate additional permit conditions and requirements to assure that the use will be harmonious with the area in which it is proposed to be located and with the spirit of this chapter. All additional conditions shall be entered in the minutes of the meeting at which the permit is granted, on all plans and on the permit certificate. All conditions so imposed shall run with the land and shall be binding upon the applicant and the applicant's heirs, successors or assigns during the continuation of the permitted use.

(G) The Board shall issue a written ruling and make copies available at the office of the Watershed Administrator and the Town Clerk. If the Board approves the application based on its findings, that approval shall be indicated on the permit and all copies of the site plan and all copies of the plans and specifications of the stormwater control structure(s). A high density development permit shall be issued after the applicant posts a performance bond or other acceptable security and executes an operation and maintenance agreement. A copy of the permit and one copy of each set of plans shall be kept on file at the Watershed Administrator's office. The original permit and one copy of each set of plans shall be delivered to the applicant either by personal service or registered mail, return receipt requested.

(Ord. § 170Q, passed 2-19-2008)

§ 155.47 STORMWATER CONTROL STRUCTURES.

(A) All stormwater control structures shall be designed by either a North Carolina registered professional engineer or landscape architect, to the extent that G.S. Chapter 89A allows. Other stormwater systems shall be designed by a state registered professional with

qualifications appropriate for the type of system required; these registered professionals are defined as professional engineers or landscape architects, to the extent that the General Statutes, G.S. Chapter 89A allow, and land surveyors, to the extent that the design represents incidental drainage within a subdivision, as provided in G.S. § 89C-3(7).

(B) All stormwater controls shall use wet detention ponds as a primary treatment system. Wet detention ponds shall be designed for specific pollutant removal according to modeling techniques

approved by the State Division of Environmental Management. Specific requirements for these systems shall be in accordance with the following design criteria:

- (1) Wet detention ponds shall be designed to remove 85% of total suspended solids in the permanent pool and storage runoff from a one-inch rainfall from the site above the permanent pool;
- (2) The designed runoff storage volume shall be above the permanent pool;
- (3) The discharge rate from these systems following the one-inch rainfall design storm shall be such that the runoff does not draw down to the permanent pool level in less than two days and that the pond is drawn down to the permanent pool level within at least five days;
- (4) The mean permanent pool depth shall be a minimum of three feet;
- (5) The inlet structure shall be designed to minimize turbulence using baffles or other appropriate design features;
- (6) Vegetative filters shall be constructed for the overflow and discharge of all stormwater wet detention ponds and shall be at least 30 feet in length. The slope and width of the vegetative filter shall be determined so as to provide a non-erosive velocity of flow through the filter for a ten-year, 24-hour storm with a ten-year, one-hour intensity with a slope of 5% or less. Vegetation in the filter shall be natural vegetation, grasses or artificially planted wetland vegetation appropriate for the site characteristics.

(C) In addition to the vegetative filters, all land areas outside of the pond shall be provided with a ground cover sufficient to restrain erosion within 30 days after any land disturbance. Upon completion of the stormwater control structure, a permanent ground cover shall be established and maintained as part of the maintenance agreement.

(D) A description of the area containing the stormwater control structure shall be prepared and filed as a separate deed with the County Register of Deeds along with any easements necessary for general access to the stormwater control structure. The deeded area shall include the detention pond, vegetative filters, all pipes and water control structures, berms, dikes and the like, and sufficient area to perform inspections, maintenance, repairs and reconstruction.

(E) Qualifying areas of the stormwater control structure may be considered pervious when computing total built-upon area. However, if the structure is used to

compute the percentage built-upon area for one site, it shall not be used to compute the built-upon area for any other site or area. (Ord. § 170R, passed 2-19-2008)

§ 155.48 WATERSHED AREAS- ALLOWED AND NOT ALLOWED USES

Activity/Use	WS-IV CA	WS- IV PA
New landfills	No	Yes
New permitted residual land application	No	Yes
New permitted petroleum contaminated soils sites	No	Yes
NPDES General or Individual Stormwater discharges	Yes	Yes
NPDES General Permit Wastewater Discharges pursuant to 15A NCAC 02H .0127	Yes	Yes
NPDES Individual Permit trout farm discharges	Yes	Yes
New NPDES Individual Permit domestic treated wastewater discharge	Yes	Yes
New NPDES Individual Permit industrial treated wastewater discharge	Yes	Yes
Non-process industrial waste	Yes	Yes
New industrial connections and expansions to existing municipal discharge with pretreatment program pursuant to 15A NCAC 02H .0904	Yes	Yes
Sewage	No ^c	No ^c
Industrial Waste	No ^c	No ^c
Other wastes	No ^c	No ^c
Groundwater remediation project discharges ^e	Yes	Yes
Agriculture ^f	Yes	Yes
Silviculture ^g	Yes	Yes
Residential Development ^h	Yes	Yes
Non-residential Development ^h	Yes	Yes
Nonpoint Source Pollution ^k	Yes	Yes
Animal Operations	Yes	Yes

§ 155.49 WATERSHED AREAS- DENSITY AND BUILT-UPON LIMITS

(A) PROJECT DENSITY. The following maximum allowable project densities and minimum lot sizes shall apply to a project according to the classification of the water supply watershed where it is located, its relative location in the watershed, its project density, and the type of development:

Water Supply Classification	Location in the Watershed	Maximum Allowable Project Density or Minimum Lot Size		
		Low Density Development		High Density Development
		Single-family detached residential	Non- residential and all other residential	All types
WS-IV	Critical Area	1 du per one-half acre or 1 du per 20,000 square foot lot excluding roadway right-of- way or 24% built- upon area	24% built- upon area	24 to 50% built- upon area

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	Protected Area	1 du per one-half acre or 1 du per 20,000 square foot lot excluding roadway right-of-way or 24% built-upon; or 3 dus per acre or 36% built-upon area without curb and gutter street system	24% built-upon area; or 36% built-upon area without curb and gutter street system	24 to 70% built-upon area
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(B) CALCULATION OF PROJECT DENSITY. The following requirements shall apply to the calculation of project density:

- (1) Project density shall be calculated as the total built-upon area divided by the total project area;
- (2) A project with "existing development," as that term is defined in 15A NCAC 02B .0621, may use the calculation method in Sub-Item (1) of this Item or may calculate project density as the difference of total built-upon area minus existing built-upon area divided by the difference of total project area minus existing built-upon area.
- (3) Expansions to existing development shall be subject to 15A NCAC 02B .0624 except as excluded in Rule 15A NCAC 02B .0622 (1)(d).
- (4) Where there is a net increase of built-upon area, only the area of net increase shall be subject to 15A NCAC 02B .0624.
- (5) Where existing development is being replaced with new built-upon area, and there is a net increase of built-upon area, only the area of net increase shall be subject to 15A NCAC 02B .0624;
- (6) Total project area shall exclude the following:
 - (a) areas below the Normal High Water Line (NHWL); and
 - (b) areas defined as "coastal wetlands" pursuant to 15A NCAC 07H .0205, herein incorporated by reference, including subsequent amendments and editions, and available at no cost at <http://reports.oah.state.nc.us/ncac.asp>, as measured landward from the NHWL; and
- (7) Projects under a common plan of development shall be considered as a single project for purposes of density calculation except that on a case-by-case basis, local governments may allow projects to be considered to have both high and low density areas based on one or more of the following criteria:
 - (a) natural drainage area boundaries;
 - (b) variations in land use throughout the project; or
 - (c) construction phasing.

(C) LOW DENSITY PROJECTS. In addition to complying with the project density requirements of Item (A) of this Rule, low density projects shall comply with the following:

- (1) VEGETATED CONVEYANCES. Stormwater runoff from the project shall be released to vegetated areas as dispersed flow or transported by vegetated conveyances to the maximum extent practicable. In determining whether this criteria has been met, the local government shall take into account site-

specific factors such as topography and site layout as well as protection of water quality. Vegetated conveyances shall be maintained in perpetuity to ensure that they function as designed. Vegetated conveyances that meet the following criteria shall be deemed to satisfy the requirements of this Sub-Item:

- (a) Side slopes shall be no steeper than 3:1 (horizontal to vertical) unless it is demonstrated to the local government that the soils and vegetation will remain stable in perpetuity based on engineering calculations and on-site soil investigation; and
- (b) The conveyance shall be designed so that it does not erode during the peak flow from the 10-year storm event as demonstrated by engineering calculations.

(2) CURB OUTLET SYSTEMS. In lieu of vegetated conveyances, low density projects shall have the option to use curb and gutter with outlets to convey stormwater to grassed swales or vegetated areas. Requirements for these curb outlet systems shall be as follows:

- (a) The curb outlets shall be located such that the swale or vegetated area can carry the peak flow from the 10-year storm and at a non-erosive velocity;
- (b) The longitudinal slope of the swale or vegetated area shall not exceed five percent except where not practical due to physical constraints. In these cases, devices to slow the rate of runoff and encourage infiltration to reduce pollutant delivery shall be provided;
- (c) The swale's cross section shall be trapezoidal with a minimum bottom width of two feet;
- (d) The side slopes of the swale or vegetated area shall be no steeper than 3:1 (horizontal to vertical);
- (e) The minimum length of the swale or vegetated area shall be 100 feet; and
- (f) Low density projects may use treatment swales designed in accordance with 15A NCAC 02H .1061 in lieu of the requirements specified in Sub-Items (a) through (e) of this Sub-Item.

(D) HIGH DENSITY PROJECTS. In addition to complying with the project density requirements of Item (A) of this Rule, high density projects shall comply with the following:

- (1) Stormwater Control Measures (SCMs) shall be designed, constructed, and maintained so that the project achieves either "runoff treatment" or "runoff volume match" as those terms are defined in 15A NCAC 02B .0621;
- (2) For high density projects designed to achieve runoff treatment, the required storm depth shall be one inch. Applicants shall have the option to design projects to achieve runoff volume match in lieu of runoff treatment;
- (3) Stormwater runoff from off-site areas and "existing development," as that term is defined in 15A NCAC 02B .0621, shall not be required to be treated in the SCM. Runoff from off-site areas or existing development that is not bypassed shall be included in sizing of on-site SCMs;
- (4) SCMs shall meet the relevant MDC set forth in 15A NCAC 02H .1050 through .1062; and
- (5) Stormwater outlets shall be designed so that they do not cause erosion downslope of the discharge point during the peak flow from the 10-year storm event as shown by engineering calculations.

§ 155.50 DENSITY AVERAGING

(A) An applicant may average development density on up to two noncontiguous properties for purposes of achieving compliance with the water supply watershed development standards if all of the following circumstances exist:

- (1) The properties are within the same water supply watershed. If one of the properties is located in the critical area of the watershed, the critical area property shall not be developed beyond the applicable density requirements for its classification.
- (2) Overall project density meets applicable density or stormwater control requirements under 15A NCAC 2B .0200.
- (3) Vegetated setbacks on both properties meet the minimum statewide water supply watershed protection requirements.
- (4) Built upon areas are designed and located to minimize stormwater runoff impact to the receiving waters, minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas.
- (5) Areas of concentrated density development are located in upland areas and, to the maximum extent practicable, away from surface waters and drainageways.
- (6) The property or portions of the properties that are not being developed will remain in a vegetated or natural state and will be managed by a homeowners' association as common area, conveyed to a local government as a park or greenway, or placed under a permanent conservation or farmland preservation easement unless it can be demonstrated that the local government can ensure long-term compliance through deed restrictions and an electronic permitting mechanism. A metes and bounds description of the areas to remain vegetated and limits on use shall be recorded on the subdivision plat, in homeowners' covenants, and on individual deed and shall be irrevocable.
- (7) Development permitted under density averaging and meeting applicable low density requirements shall transport stormwater runoff by vegetated conveyances to the maximum extent practicable.
- (8) A special use permit or other such permit or certificate shall be obtained from the local Watershed Review Board to ensure that both properties considered together meet the standards of the watershed ordinance and that potential owners have record of how the watershed regulations were applied to the properties.

§ 155.51 CLUSTER DEVELOPMENT

Cluster development is allowed in all Watershed Areas [except WS-I] under the following conditions:

(A) Minimum lot sizes are not applicable to single family cluster development projects; however, the total number of lots shall not exceed the number of lots allowed for single family detached developments in Section 303. Density or built-upon area for the project shall not exceed that allowed for the critical area, balance of watershed or protected area, whichever applies.

(B) All built-upon area shall be designed and located to minimize stormwater runoff impact to the receiving waters and minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas.

(C) Areas of concentrated density development shall be located in upland area and away, to the maximum extent practicable, from surface waters and drainageways.

(D) The remainder of the tract shall remain in a vegetated or natural state. The title to the open space area shall be conveyed to an incorporated homeowners association for management; to a local government for preservation as a park or open space; or to a conservation organization for preservation in a permanent easement. Where a property association is not incorporated, a maintenance agreement shall be filed with the property deeds.

(E) Cluster developments that meet the applicable low density requirements shall transport stormwater runoff by vegetated conveyances to the maximum extent practicable.

MAINTENANCE; INSPECTIONS AND ENFORCEMENT

§ 155.60 POSTING OF FINANCIAL SECURITY REQUIRED.

(A) *Required.* All new stormwater control structures shall be conditioned on the posting of adequate financial assurance for the purpose of maintenance, repairs or reconstruction necessary for adequate performance of the stormwater control structures.

(B) *Financial assistance types.* Financial assurance shall be in the form of the following.

(1) *Security performance bond or other security.* The permit applicant shall obtain either a performance bond from a surety bonding company authorized to do business in North Carolina, an irrevocable letter of credit or other instrument readily convertible into cash at face value payable to the town or placed in escrow with a financial institution designated as an official depository of the town. The bond or other instrument shall be in an amount equal to 1.25 times the total cost of the stormwater control structure, as estimated by the applicant and approved by the town. The total cost of the stormwater control structure shall include the value of all materials such as piping and other structures; seeding and soil stabilization; design and engineering; and grading, excavation, fill and the like. The costs shall not be prorated as part of a larger project, but rather under the assumption of an independent mobilization.

(2) *Cash or equivalent security deposited after the release of the performance bond.* The permit applicant shall deposit with the town either cash or other instrument approved by the Town Attorney that is readily convertible into cash at face value. The cash or security shall be in an amount equal to 15% of the total cost of the stormwater control structure or the estimated cost of maintaining the stormwater control structure over a ten-year period, whichever is greater. The estimated cost of maintaining the stormwater control structure shall be consistent with the approved operation and maintenance plan or manual. The amount shall be computed by estimating the maintenance cost for 25 years and multiplying this amount by two-fifths or 0.4.

(C) *Binding agreement.* The permit applicant shall enter into a binding operation and maintenance agreement between the town and all interests in the development. This

agreement shall require the owning entity to maintain, repair and, if necessary, reconstruct the stormwater control structure in accordance with the operation and management plan or manual provided by the developer. The operation and maintenance agreement shall be filed with the County Register of Deeds by the Watershed Administrator.

(D) *Default under the performance bond or other security.* Upon default of the permit applicant to complete and/or maintain the stormwater control structure as specifically provided in the performance bond or other security, the town may obtain and use all or any portion of the funds necessary to complete the improvements based on an engineering estimate. The town shall return any funds not spent in completing the improvements to the owning entity.

(E) *Default under the cash security.* Upon default of the owning entity to maintain, repair and, if necessary, reconstruct the stormwater control structure in accordance with the operation and maintenance agreement, the town shall obtain and use all or any portion of the cash security to make necessary improvements based on an engineering estimate. This expenditure of funds shall only be made after exhausting all other reasonable remedies seeking the owning entity to comply with the terms and conditions of the operation and maintenance agreement. The town shall not return any of the deposited cash funds.

(Ord. § 170S, passed 2-19-2008)

§ 155.61 MAINTENANCE AND UPKEEP.

(A) An operation and maintenance plan or manual shall be provided by the developer for each stormwater control structure, indicating what operation and maintenance actions are needed, what specific quantitative criteria will be used for determining when those actions are to be taken and, consistent with the operation and maintenance agreement, who is responsible for those actions. The plan shall clearly indicate the steps that will be taken for restoring a stormwater control structure to design specifications if a failure occurs.

(B) Landscaping and grounds management shall be the responsibility of the owning entity. However, vegetation shall not be established or allowed to mature to the extent that the integrity of the control structure is diminished or threatened, or to the extent of interfering with any easement or access to the stormwater control structure.

(C) Except for general landscaping and grounds management, the owning entity shall notify the Watershed Administrator prior to any repair or reconstruction of the stormwater control structure. All improvements shall be made consistent with the approved plans and specifications of the stormwater control structure and the operation and maintenance plan or manual. After notification by the owning entity, the Town Engineer shall inspect the completed improvements and shall inform the owning entity of any required additions, changes or modifications and of the time period to complete the improvements.

(D) Amendments to the plans and specifications of the stormwater control structure and/or the operation and maintenance plan or manual shall be approved by the Watershed Review Board. Proposed changes shall be prepared by a North Carolina registered

professional engineer or landscape architect (to the extent that the G.S. Chapter 89A allows) and submitted to and reviewed by the Watershed Administrator prior to consideration by the Watershed Review Board.

(I) If the Watershed Review Board approves the proposed changes, the owning entity of the stormwater control structure shall file sealed copies of the revisions with the office of the Watershed Administrator.

(2) If the Watershed Review Board disapproves the changes, the proposal may be revised and resubmitted to the Watershed Review Board as a new proposal. If the proposal has not been revised and is essentially the same as that already reviewed, it shall be returned to the applicant.

(E) If the Watershed Review Board finds that the operation and maintenance plan or manual is inadequate for any reason, the Board shall notify the owning entity of any required changes and shall prepare and file copies of the revised agreement with the County Register of Deeds, the office of the Watershed Administrator and the owning entity.

(Ord. § 170T, passed 2-19-2008)

§ 155.62 APPLICATION AND INSPECTION FEES.

(A) Processing and inspection fees shall be submitted in the form of a check or money order made payable to the town. Applications shall be returned if not accompanied by the required fee.

(B) A permit and inspection fee schedule, as approved by the town, shall be posted in the office of the Watershed Administrator.

(C) Inspection fees shall be valid for 60 days. An inspection fee shall be required when improvements are made to the stormwater control structure consistent with this chapter, except in the case when a similar fee has been paid within the last 60 days.

(Ord. § 170U, passed 2-19-2008)

§ 155.63 INSPECTIONS AND RELEASE OF THE PERFORMANCE BOND.

(A) The stormwater control structure shall be inspected by the town, after the owning entity notifies the Watershed Administrator that all work has been completed. At this inspection, the owning entity shall provide:

(1) The signed deed, related easements and survey plat for the stormwater control structure ready for filing with the County Register of Deeds; and

(2) A certification sealed by an engineer or landscape architect (to the extent that statutes allow) stating that the stormwater control structure is complete and consistent with the approved plans and specifications.

(B) The Watershed Administrator shall present the materials submitted by the developer and the inspection report and recommendations to the Town Council at its next regularly scheduled meeting.

(1) If the Town Council approves the inspection report and accepts the certification, deed and easements, the town shall file the deed and easements with the County Register of Deeds, release up to 75% of the value of the performance bond or other security and issue the appropriate permit.

(2) If deficiencies are found, the town shall direct that improvements and inspections be made and documents corrected and submitted to the town.

(C) No sooner than one year after the filing date of the deed, easements and maintenance agreement, the developer may petition the town to release the remaining value of the performance bond or other security. Upon receipt of the petition, the town shall inspect the stormwater control structure to determine whether the controls are performing as designed and intended. The Watershed Administrator shall present the petition and findings to the Town Council.

(1) If the Town Council approves the report and accepts the petition, the developer shall deposit with the town a cash amount equal to that described in this chapter, after which the Town Council shall release the performance bond or other security.

(2) If the Town Council does not accept the report and rejects the petition, the town shall provide the developer with instructions to correct any deficiencies and all steps necessary for the release of the performance bond or other security.

(D) A watershed protection occupancy permit shall not be issued for any building within the permitted development until the Town Council has approved the stormwater control structure.

(E) All stormwater control structures shall be inspected at least on an annual basis to determine whether the controls are performing as designed and intended. Records of inspection shall be maintained on forms approved or supplied by the State Division of Environmental Management. Annual inspections shall begin within one year of filing date of the deed for the stormwater control structure.

(F) In the event the Watershed Administrator discovers the need for corrective action or improvements, the Watershed Administrator shall notify the owning entity of the needed improvements and the date by which the corrective action is to be completed. All improvements shall be made consistent with the plans and specifications of the stormwater control structure and the operation and maintenance plan or manual. After notification by the owning entity, the town shall inspect and approve the completed improvements.

(Ord. §170V, passed 2-19-2008)

§ 155.64 SANCTIONS.

In addition to the remedies described herein and consistent with G.S. § 160A-175, the Town Council may seek enforcement of this chapter by assessing a civil penalty to be recovered by the town in a civil action in the nature of debt if the offender does not pay the penalty in a prescribed period of time after being cited for violation of the chapter. The violation may be enforced by an appropriate equitable remedy issuing from a court of competent jurisdiction. The court may issue an injunction and order of abatement commanding the defendant to correct the unlawful condition upon or cease the unlawful use of the property. The action shall be governed in all respects by the laws and rules governing civil proceedings, including the Rules of Civil Procedure in general and Rule 65 in particular. If the defendant fails or refuses to comply with an injunction or with an order of abatement within the time allowed by the court, the defendant may be cited for contempt and the town may execute the order of abatement. The town shall have a lien on the property for the cost of executing an order of abatement in the nature of a mechanic's and materialman's lien. The defendant may secure cancellation of an order of abatement by paying all costs of the proceedings and posting a bond for compliance with the order. The bond shall be given with sureties approved by the Clerk of Superior Court in an amount approved by the judge before whom the matter is heard and shall be conditioned on the defendant's full compliance with the terms of the order of abatement within a time fixed by the judge. Cancellation of an order of abatement shall not suspend or cancel an injunction issued in conjunction therewith. Enforcement of this chapter may be by any one, all or a combination of the remedies authorized in this chapter. Each day's continuing violation shall be a separate and distinct offense.

(Ord. § 170W, passed 2-19-2008) Penalty, see § 155.99

§ 155.65 PUBLIC HEALTH, IN GENERAL

No activity, situation, structure or land use shall be allowed within the watershed which poses a threat to water quality and the public health, safety and welfare.

§ 155.66 ABATEMENT

(A) The Watershed Administrator shall monitor land use activities within the watershed areas to identify situations that may pose a threat to water quality.

(B) The Watershed Administrator shall report all findings to the Watershed Review Board. The Watershed Administrator may consult with any public agency or official and request recommendations.

(C) Where the Watershed Review Board finds a threat to water quality and the public health, safety and welfare, the Board shall institute any appropriate action or proceeding to restrain, correct or abate the condition and/or violation.

§ 155.99 PENALTY.

(A) If any subdivision, development and/or land use is found to be in violation of this chapter, the town may, in addition to all other remedies available either in law or in equity, institute a civil penalty in the amount of \$50, institute actions or proceedings to restrain, correct or abate the violations; to prevent occupancy of the building, structure or land; or to prevent any illegal act, conduct, business or use in or about the premises. In addition, the State Environmental Management Commission may assess civil penalties in accordance with G.S. § 143-215.6A. Each day that the violation continues shall constitute a separate offense.

(B) If the Watershed Administrator finds that any of the provisions of this chapter are being violated, he or she shall notify in writing the person responsible for the violation, indicating the nature of the violation, and ordering the action necessary to correct it. He or she shall order discontinuance of the illegal use of land, buildings or structures; removal of illegal buildings or structures, or of additions, alterations or structural changes thereto; discontinuance of any illegal work being done; or shall take any action authorized by this chapter to ensure compliance with or to prevent violation of its provisions. If a ruling of the Watershed Administrator is questioned, the aggrieved party or parties may appeal the ruling to the Watershed Review Board.

(Ord. § 170Z, passed 2-19-2

AGENDA ITEM 9B

MEMO

DATE:

January 16, 2024

SUBJECT:

Planning:
Rezoning of PIN Numbers:
2766657929, 2766666171,
2766667200, 2766668126,
2766659938 and 2766658939

Discussion:

A public hearing for the rezoning of Pin Numbers 2766657929, 2766666171, 2766667200, 2766668126, 2766659938 and 2766658939 was held on August 15, 2023. Council tabled this matter until the January 16, 2024 regular scheduled Council Meeting.

Recommendation:

Staff recommends Council discuss this matter and decide how they wish to proceed.

AGENDA ITEM 11A

MEMO

DATE:

January 16, 2024

SUBJECT:

Updates:
Code Enforcement
Monthly Report

Discussion:

The attached report shows the progress that Code Enforcement Officer Curt Willis continues to make throughout the town.

Recommendation:

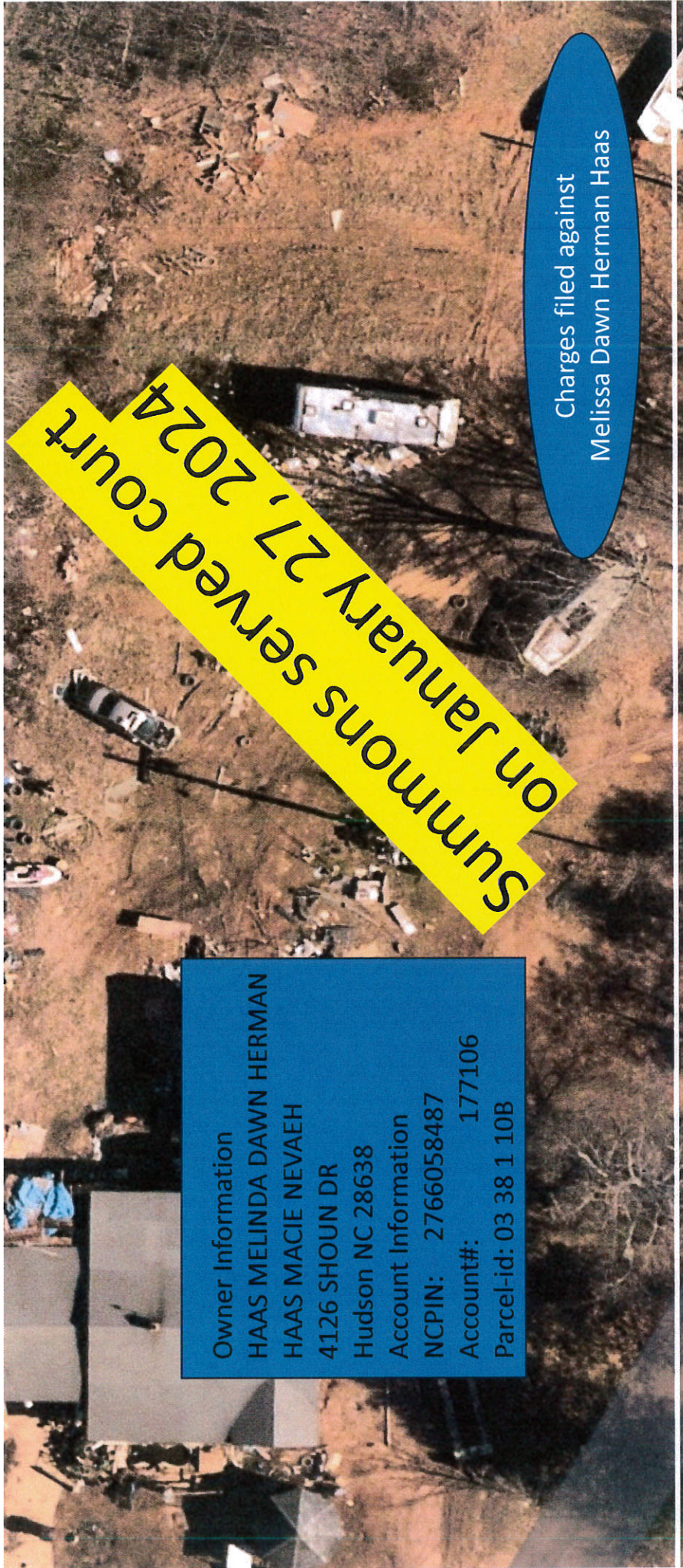
No Council action required.



CODE ENFORCEMENT ACTIONS TRACKER

December 2023

CEO Curt Willis, 828-485-4263, curt.willis@wpcog.org



Summons served court
on January 27, 2024

Owner Information
HAAS MELINDA DAWN HERMAN
HAAS MACIE NEVAEH
4126 SHOUN DR
Hudson NC 28638
Account Information
NCPIN: 2766058487
Account#: 177106
Parcel-id: 03 38 1 10B

Charges filed against
Melissa Dawn Herman Haas

Overview of Violations- Trash Junk & Debris



2527 Sigmon Dr

Owner Information

COX PARKER L
4658 IKE STARNES RD
GRANITE FALLS NC 28630

Account Information

NCPIN: 2765881216
Account#: 57233

Parcel-id: 08 41 1 35

Property Information

Calculated

Acreage: 0.32307

Land Units: 160 (FF)

Legal: BK 1703 PG 1569 YR 2000

Plat Ref: -

Deferred Value: \$0

Total Assessed Value: \$16,000

Zoning Information: SAWMILLS: R-15

Property Address Information

2527 SIGMON DR, GRANITE FALLS NC 28630



First appearance was 11-06-2023; applied for and received a court appointed attorney with a new court date of December 13, 2023. Attorney not present so case continued to January 27, 2024