

TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER



COUNCIL MEMBERS:
SHEILA FRANKLIN
JIM PLAYER
TREVOR C. LANCE
KEITH REED

Town Council Agenda Review Meeting June 3, 2024 at 6:00 PM

Call the meeting to order at: 6:00 PM

Moment of Silence:

Pledge of Allegiance:

Public Comments:

"We will strive to uphold each citizen's First Amendment right to free speech. We will ensure a level of civility and decorum. We ask that all speakers be respectful and adhere to the three-minute time limit. Council is not expected to debate/discuss issues during public comment."

Approval of minutes - corrections, additions or deletions

- 1) Agenda Review Meeting May 6, 2024
- 2) Budget Meeting May 9, 2024
- 3) Regular Meeting May 13, 2024

Council Updates

Consent Agenda

- 4) Approval of request from BSC Holdings, Inc. to extend conditional zoning approval (CZ-2019-02) for a residential PRD at 150 Cane Creek Road

Discussion Items

- 5) Public Hearing for discussion and possible approval of amendments to the Fletcher Land Development Code
- 6) Public Hearing on the proposed budget for FY 2024-2025 - Mark Biberdorf, Town Manager.
- 7) Contract discussions with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Town Manager Report

Department Reports

8) May Reports

Adjourn

Upcoming Events

Regular Meeting June 10, 2024, at 6:00 pm

Special Call Meeting to close out the budget year?

Agenda Review Meeting July 1, 2024, at 6:00 pm

Regular Meeting July 8, 2024, at 6:00 pm

Summer Concert July 13, 2024, at 6:00 pm "Tuxedo Junction"

LGCCA Tuesday, July 16, 2024, at 3:00 pm Henderson County Historic Courthouse "City of Hendersonville" hosting

"This Institution is an equal opportunity provider."

Town of Fletcher
Town Council Agenda Review Meeting
Minutes
May 6, 2024

Call the meeting to order at: 6:00 PM

Mayor Preston Blakley
Mayor Pro-Tem Sheila Franklin
Councilmember Jim Player
Councilmember Trevor Lance
Councilmember Keith Reed
Town Manager Mark Biberdorf
Planning & Zoning Director Eric Rufa

Moment of Silence:

Pledge of Allegiance:

Public Comments:

No comments were made at this time.

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting 4-1-24

Regular Meeting 4-8-24

No comments were made at this time.

Council Updates

Mayor Blakely commented on the shred event and pill drop and how successful it was.

Consent Agenda

Tax releases/refunds

Set Public Hearing for June 10, 2024 meeting to consider potential amendments to the Fletcher Land Development Code

Approval of Bond for Phase II Infrastructure in The Authors on Rutledge Road

Planning & Zoning Director Eric Rufa went over the potential amendments to the Land Development Code for the public hearing next month and the bond infrastructure for phase II of The Authors subdivision. He also answered questions that the council had about these items.

Discussion Followed:

Discussion Items

Update on requests for legislative assistance.

Town Manager Mark Biberdorf went over the updated list for legislative assistance with the recently added item.

Discussion Followed:

Presentation on preliminary engineering services for the Town Center property.

Ben Cathey of McGill Associates went over the proposal for engineering services for the town center property and answered questions that the council had for him.

Town Manager Mark Biberdorf stated that he has budgeted for this in the upcoming FY budget.

Discussion Followed:

Town Manager Report

We have a meeting set up for May 13 with our legislative delegates (discuss legislative assistance list) and we normally have the mayor and one other councilmember sit in on this. This is with Senator Edwards and Senator Budd's office. Mayor Blakely and Councilmember Jim Player will sit in on this meeting.

For the shred & pill event, we had about 4500 lbs of paper shredded, and the police collected about 10.5 lbs or 7875 pills.

The Spring Litter sweep, which was April 13 through April 27, and I did a robocall on this to see if anyone was interested, and we had one youth group from a church who signed up and picked up litter.

Just a reminder this week for the Budget meeting on Thursday, May 9 we will meet at Kosta's at 8 for breakfast and then come back to town hall at 9 to start the meeting. I balanced the budget last week and got everything in there without a tax increase.

Not a lot more from Crown Castle on the wireless facilities they have 3 set up for Underwood Road right now and the most sensitive one is to go on Fanning Bridge Road somewhere but they have not set a location as of yet and have put it on hold for now. They are trying to minimize the impact.

Department Reports

April Reports

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Trevor Lance motioned to adjourn, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourned at: 7:05 pm

Upcoming Events

Budget Retreat May 9, 2024, at 9:00 am

Regular Meeting May 13, 2024, at 6:00 pm

Agenda Review Meeting June 3, 2024, at 6:00 pm

Regular Meeting June 10, 2024, at 6:00 pm

Special Call Meeting to close out budget year?

Approved.

Date

Signed

Town of Fletcher
Town Council Budget Workshop Meeting
Minutes
May 9, 2024

Call the meeting to order at: 9:00 AM

Those who were in attendance are as follows:

Mayor Preston Blakely
Councilmember Trevor Lance
Councilmember Jim Player
Councilmember Keith Reed
Town Manager Mark Biberdorf
Assistant Town Manager Heather Taylor

Mayor Pro-Tem Sheila Franklin did not attend this meeting.

Discussion Items

(See attached PowerPoint/documentation)

Overview of Proposed FY 2024-2025 Budget

Overall Economic Outlook for FY 2024-2025

Local Economic Factors

Revenue Outlook

Budget Requests

Departmental Budget Highlights

Presentation of CIP (Capital Improvement Plan) projects

Presentation of General Fund Revenues

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Trevor Lance motioned to adjourn, and it was seconded by Councilmember Jim Player.

Motion all in favor.

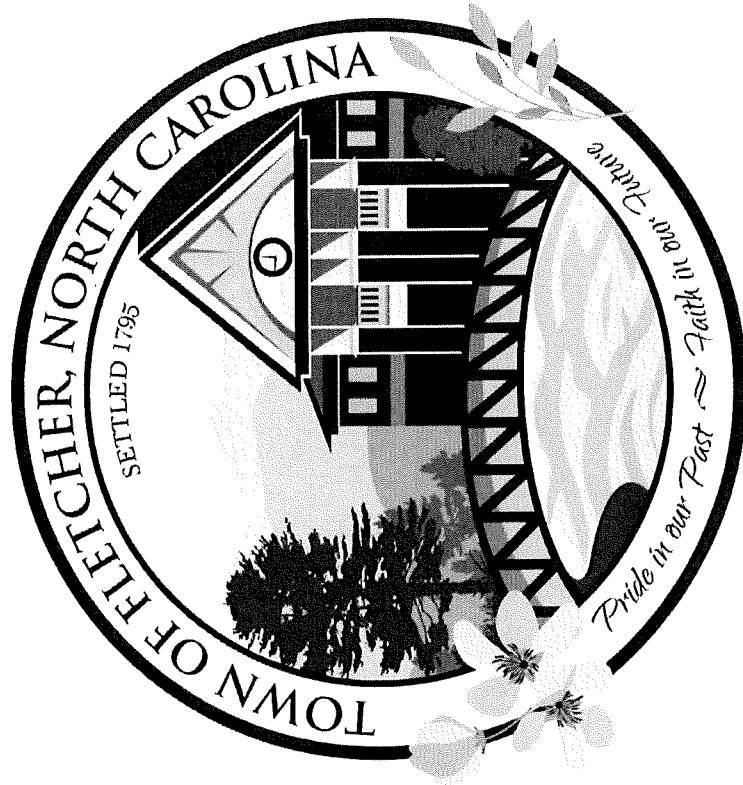
Adjourned at: 10:56 AM

Approved.

Date

Signed

FY 2024-2025 Budget Retreat



Overview of Proposed FY 2024-2025 Budget

- Balanced budget presented totaling \$9,720,340 in revenues and expenses.
- This is a \$283,006 increase from the FY 2023-2024 budget.
- The proposed tax rate will remain at \$.28 per \$100 of assessed valuation.
- 18 cents of the 28 cent tax rate supports services directly provided by the Town.
- The remaining 10 cents of the tax rate goes to contracted fire protection services with Fletcher Fire & Rescue and Mills River Fire & Rescue.

Overview of FY 2024-2025 Budget – contd.

- Most increases in this budget are for personnel related expenses and equipment.
- Funding included to implement recommendations of the recently completed pay & classification study.
- 8.8% increase in health insurance cost and 6.49% increase in dental insurance premiums.
- Increase in residential recycling costs of 4.5% due to CPI provision within existing contract.
- Consultant costs for retail analysis to support Town Center project and other retail opportunities.
- Engineering analysis of Town Center property to better prepare for marketing and development of the site.

Overall Economic Outlook For FY 2024-2025

- Projected GDP growth in the national economy of 2.2% for 2024. This is a higher projection compared to last year (1.6%).
- Inflation remains high despite multiple increases in interest rates as determined by the Federal Reserve.
- Expect some decrease in interest rates in 2024 and/or 2025 but likely not a sharp decline.
- NC's economic outlook points toward minor growth, with GDP for NC expected to grow by 2.5%.
- Construction sector employment (mostly housing starts) continue to be main drivers for the growth.

4

Local Economic Factors

- Residential growth occurring – The Authors and Heritage Park subdivisions on Rutledge Road (152 single-family home units); BSC Holdings for a 311 unit development should see site improvements this summer.
- Commercial/Industrial growth has been moderate – Tageos in the former Continental site along with some other industries in that location.
- Retail sales expected to be slower for the state and locally.

Revenue Outlook

- Ad Valorem values projected to increase from \$1,769,970,000 to \$1,846,924,000.
- Largest portion of increase is from Business Personal property values (machinery and equipment).
- Last year it was a large increase in Real Property values due to County revaluation.
- Individual Personal Property values projected to decrease by 6%.
- Motor Vehicle values to decrease by 3%.

Revenue Outlook (contd.)

- 4% increase (additional \$205,556) in real and personal property taxes.
- Large increase (additional \$185,000) in Interest on Investments due to fund balance and interest rates being up.
- 38% increase (additional \$300) in Powell Bill Interest.
- 1% increase (additional \$8,334) in Utility Sales Tax.

Revenue Outlook (contd.)

- 10% increase (additional \$22,000) in Powell Bill revenues.
- 6% increase (additional \$7,000) in Recreational Activities revenues.
- 3% increase (additional \$10,000) in ABC Distribution revenues.
- 86% increase (additional \$3,000) in Memorial Golf Tournament revenues.
- 5% increase (additional \$11,234) in Appropriated Fund Balance to balance the budget.

Revenue Outlook (contd.)

- 6% decrease (drop of \$1,900) in Beer & Wine Tax.
- 4% decrease (drop of \$1,738) in Cable Franchise revenues.
- 4% decrease (drop of \$114,455) in Sales Tax revenues. \$2,570,454 to \$2,455,999.
- 19% decrease (drop of \$2,900) in ABC Law Enforcement revenues.
- 1% decrease (drop of \$35) in Tipping Fee Tax.

Budget Requests

- Budget requests initially came in \$353,000 above the prior year budget.
- Funding to implement recommendations of pay & classification study.
- Funding for retail analysis and recruitment to support Town Center project.
- Preliminary engineering analysis of Town Center site with McGill Associates.

Budget Requests (Contd.)

- Increase in costs for stormwater management as program costs better understood.
- Specialized forensic training for staff member in the Police Detective Unit.
- Ballistic shields for patrol units in the Police Department.
- Software and hardware upgrades to improve the security of IT services.

Budget Requests (Contd.)

- Increase in household fee for recycling services with Curbside Management.
- Purchase of trash receptacles for replacement of old ones and growth in number of households.
- Expense requests funded within tax rate of 28 cents.
- Reductions or additions in some line items were made by the Manager.

Departmental Budget Highlights

Governing Body

- Small increase in overall funding for this department going from \$54,634 to \$56,914.
- Increase in Salaries line item for 3% COLA going from \$41,904 to \$43,160.
- Increase in FICA line from \$3,378 to \$3,475.
- Increase in Travel & Training from \$3,500 to \$4,000 for additional training and food for meetings.
- Increase in Department Supplies from \$1,700 to \$2,000 due to increased costs.

Administration

- Moderate increase in total departmental appropriations from \$688,817 to \$767,700.
- Largest increase is in Salaries from \$483,965 to \$538,875 for implementation of pay & classification study.
- Moderate increases for our fringe benefit line items.
- Small increase in Dues & Subscriptions from \$2,100 to \$2,500 due to increase in monthly fees for LexisNexis.
- Slight increase in Motor Vehicle Expense from \$13,800 to \$14,000 due to cost for collection of motor vehicle taxes.

Professional Services

- Moderate increase in departmental budget from \$198,022 to \$266,495.
- This is due to primarily to the cost of consultant fees under the Town Center line.
- Small increase in Public Accountant line from \$17,500 to \$18,025.
- Economic Development line increased from from \$66,380 to \$67,000 due primarily to potential incentive payout to Tageos.
- Apple Country Transit increased from \$13,142 to \$21,470 for match request from County.
- Elections line zeroed out.

Planning Department

- Moderate decrease in total appropriations going from \$253,157 to \$205,240.
- No grant project for this year biggest reason for decrease.
- Slight adjustments to salary and fringe benefit lines due to pay & classification.
- Increase in Stormwater Program line from \$28,000 to \$32,000 due to revised estimate for consultant assistance.
- Most other line items remained level with exception of Liability Insurance and Workers Compensation.

Town Facilities

- A slight increase in total departmental appropriations from \$151,419 to \$156,094.
- Utilities line increased from \$64,750 to \$67,750 due to increase in electricity rates.
- Advertisements line decreased from \$2,600 to \$1,400 based upon usage.
- Contracted Services decreased from \$20,000 to \$19,700 due to slightly less expense anticipated.
- M&R Equipment line decreased from \$2,000 to \$1,000 due to anticipated usage.

Police Department

- A slight decrease in the overall budget going from \$2,301,954 to \$2,269,414.
- Most of the prior year increase due to body worn camera and in-car camera purchase (\$235,000).
- Largest area of expense associated with adjustments to salary and fringe due to pay & classification study recommendations.
- Funding included for ballistic shields and forensic training.

Police Department contd.

- Overtime line increased from \$17,000 to \$18,000.
- Postage line decreased from \$1,000 to \$800 due to less use.
- Travel & Training line increased from \$12,000 to \$20,000 for forensic course.
- Fuel Expense decreased from \$66,870 to \$62,000 due to fewer officers.
- M&R Vehicle line increased from \$30,000 to \$33,000 due to increased costs.

Police Department contd.

- Department Supplies line increased from \$29,000 to \$39,000 for ballistic shields.
- Physicals/Drug line increased from \$5,000 to \$6,500 due to increased costs for screening tests and vaccines for new hires.
- Uniforms line decreased from \$18,000 to \$16,000 due to historical costs.

IT Department

- One Who Serves continues to provide high quality support at a cost effective price.
- Slight decrease in overall departmental budget from \$319,450 to \$271,220.
- This is mostly due to less in total capital project requests as compared to last year and moving some of that expense to CIP.
- Several decision packages recommended including: Improved Security and Backup Services and a Workstation Replacement Project.

IT Department contd.

- Increase in Contract services line from \$106,200 to \$116,100 due to enhanced security monitoring and incident response.
- Telephone line increased from \$47,500 to \$50,050 due to added high speed internet connection and switch in phone providers.
- Dues line increases from \$13,720 to \$18,700 due to security & backup services.
- Subscriptions line decreases from \$69,030 to \$68,950 for software licensing costs.

Contracted Services – Fletcher Fire & Rescue

- Fletcher Fire & Rescue (FF&R) will receive what the tax levy produces on 10 cents of the Town's 28 cent tax rate this year.
- Total appropriations for FF&R will increase from \$1,733,034 to \$1,801,836.
- Also budget \$24,000 for potential prior year adjustments.

Contracted Services – Mills River Fire & Rescue

- Mills River Fire & Rescue's portion of the tax rate will be 10 cents this year.
- Total appropriations for Mills River will increase from \$20,465 to \$26,888.

Public Works

- Moderate increase in total departmental appropriations from \$1,480,639 to \$1,579,443.
- Purchase of new trash cans due to additional households and replacement of worn out cans (\$47,000).
- Conversion of lighting at Town Hall to LED lighting moved to CIP (\$23,000).
- Recycling costs increase due to CPI contract provision; increase from \$4.20/month \$4.39/month (\$11,000).

Public Works contd.

- Salaries line sees increase for pay & classification study recommendations.
- Fringe benefit line items increased for adjustments due to pay & classification study.
- Increase in M&R Town Facilities from \$95,000 to \$105,000 due to cost of items and services.
- M&R Vehicles increased from \$38,000 to \$44,000 due to rising cost of parts.
- Department Supplies increased from \$8,000 to \$55,000 due to purchase of garbage cans.

Public Works contd.

- Landfill Charges increased from \$123,000 to \$139,000 due to volume increases, new households, and increase in tipping fee.
- Recycling line increased from \$153,000 to \$164,000 due to household fee increase.
- Disposal Fees increased from \$10,000 to \$20,000 due to different site needed for disposal.
- Equipment Rental increased from \$6,000 to \$7,000 due to inflation in rental fees.

Public Works – Powell Bill

- Increase in funding for Powell Bill revenues from \$215,000 to \$237,000.
- \$237,000 budgeted on the revenue and expense side.
- This is primarily used for re-surfacing of streets.

Parks & Recreation

- Slight increase in overall departmental appropriation from \$770,154 to \$778,178.
- Increases Part-Time Salary line to cover increases in pay to remain competitive with temporary and permanent positions.
- Did not recommend additional full-time maintenance position with greenway extension not yet fully funded.
- No new capital requests this year.

Parks & Recreation contd.

- Salary & fringe lines increased for pay & classification study recommendations.
- Part-Time Salary increased from \$100,000 to \$105,000 due to increases in hourly wages.
- Increase in Utilities line from \$33,000 to \$36,000 due to Duke Power rate increase.
- Summer Day Camp increased from \$32,500 to \$35,000 due to Middle School program.
- M&R Vehicles expense increased from \$5,000 to \$5,500 with older vehicles.

Parks & Recreation contd.

- ~~Golf Tournament Expenses increased from \$5,000 to \$5,200 with increased fees.~~
- Physicals/Drug line increased from \$900 to \$1,000 due to new employees.
- M&R Equipment increased from \$8,000 to \$9,000 due to increased maintenance costs.
- Park Maintenance increased from \$53,000 to \$55,000 for general maintenance costs for both parks.

Conclusion of Operating Budget

- Presentation of CIP Budget next.
- Will prepare a more condensed presentation with some graphs and charts at the June 10 Public Hearing.

CIP – Debt Service

- 1) Town Hall Improvements Project; 2) Highway 25 Land Acquisition; 3) Garbage Truck; 4) Copier Lease Payments; and 5) Subscriptions Payments.
- Debt service for the Town Hall - \$326,256; Debt service for the Hwy. 25 Land Acquisition project - \$161,076; Debt service for the Garbage Truck - \$102,734; Debt service for Copier Lease - \$12,091; and Subscription Payments - \$15,444.
- Surplus debt service available is \$296,626.

CIP – Debt Service

- 1) Town Hall Improvements Project; 2) Highway 25 Land Acquisition; 3) Garbage Truck; 4) Copier Lease Payments; and 5) Subscriptions Payments.
- Debt service for the Town Hall - \$326,256; Debt service for the Hwy. 25 Land Acquisition project - \$161,076; Debt service for the Garbage Truck - \$102,734; Debt service for Copier Lease - \$12,091; and Subscription Payments - \$15,444.
- Surplus debt service available is \$296,626.

CIP – Non-Debt Service or Pay As You Go Projects

- Police Vehicles (3) Patrol Cars - \$155,000.
- Public Works Automated Brush Truck - \$225,000.
- Computer Workstation Replacement Project - \$25,500.
- Lighting Conversion at Town Hall - \$23,000.
- Recommend portion of debt service surplus to cover the deficit on the cash project side.

General Fund Revenues

Revenue Source		<u>FY 23-24</u>	<u>FY 24-25</u>	<u>Inc./decr</u>	<u>% Incr.</u>
Current Taxes	\$	4,637,301	\$ 4,842,857	\$ 205,556	4%
Motor Vehicle	\$	269,058	\$ 276,818	\$ 7,760	3%
2022 Taxes & Prior Years	\$	10,000	\$ 10,000	\$ -	0%
Tax Interest	\$	8,000	\$ 8,000	\$ -	0%
Tax Advertising	\$	1,000	\$ 1,000	\$ -	0%
Interest on Investments	\$	120,000	\$ 305,000	\$ 185,000	154%
Powell Bill Interest	\$	800	\$ 1,100	\$ 300	38%
Misc. Revenue	\$	10,000	\$ 10,000	\$ -	0%
Utilities Sales Tax	\$	741,771	\$ 750,105	\$ 8,334	1%
Beer & Wine Tax	\$	33,900	\$ 32,000	\$ (1,900)	-6%
Cable Franchise	\$	47,505	\$ 45,767	\$ (1,738)	-4%
Powell Bill	\$	215,000	\$ 237,000	\$ 22,000	10%
Local Sales Tax	\$	2,570,454	\$ 2,455,999	\$ (114,455)	-4%
Recreational Activities	\$	108,000	\$ 115,000	\$ 7,000	6%
Business Registration Fee	\$	7,800	\$ 7,900	\$ 100	1%
Land Use Permits	\$	7,000	\$ 7,000	\$ -	0%
ABC Law Enforcement	\$	15,000	\$ 12,100	\$ (2,900)	-19%
Sale of Fixed Assets	\$	20,000	\$ 20,000	\$ -	0%
Grant Funding	\$	56,000	\$ -	\$ (56,000)	-100%
Lease Revenue	\$	10,000	\$ 10,000	\$ -	0%
Tipping Fee Tax	\$	6,535	\$ 6,500	\$ (35)	-1%
Concession Stand	\$	2,250	\$ 2,250	\$ -	0%
ABC Distribution	\$	290,000	\$ 300,000	\$ 10,000	3%
Police Revenue	\$	2,500	\$ 2,500	\$ -	0%
Memorial Golf Tournament	\$	3,500	\$ 6,500	\$ 3,000	86%
Community Park Dvlpmnt. Fund	\$	1,000	\$ 750	\$ (250)	-25%
Appropriated Fund Balance	\$	242,960	\$ 254,194	\$ 11,234	5%
Total General Fund Revenues	\$	9,437,334	\$ 9,720,340	\$ 283,006	3%

Town of Fletcher
Town Council Regular Meeting
Minutes
May 13, 2024

Call the meeting to order at: 6:00 PM

Those who were in attendance are as follows:

Mayor Preston Blakely
Mayor Pro-Tem Sheila Franklin
Councilmember Trevor Lance
Councilmember Jim Player
Councilmember Keith Reed
Town Manager Mark Biberdorf

Moment of Silence:

Mayor Blakely led the group in a moment of silence.

Pledge of Allegiance:

Mayor Blakely led the group in the Pledge of Allegiance.

Public Comments:

No comments were made at this time.

Approval of minutes - corrections, additions or deletions

Agenda Review Meeting 4-1-24

Regular Meeting 4-13-24

Mayor Blakely asked for a motion to approve the minutes as presented

Councilmember Jim Player motioned to approve the minutes, and it was seconded by Mayor Pro-Tem Sheila Franklin.

Motion all in favor.

Council Updates

No comments were made at this time.

Consent Agenda

Tax releases/refunds

Set Public Hearing for June 10, 2024 meeting to consider potential amendments to the Fletcher Land Development Code

Approval of Bond for Phase II Infrastructure in The Authors on Rutledge Road

Mayor Blakely asked for any questions or comments on the Consent Agenda, and if not, do we have a motion to approve the consent agenda as presented?

Councilmember Trevor Lance motioned to approve the consent agenda and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Discussion Items

Update on requests for legislative assistance.

Town Manager Mark Biberdorf went over the updated legislative assistance list and stated that after the meeting today that the representatives from Ted Budd's & Chuck Edwards offices were receptive to helping with these items.

Discussion Followed:

Town Manager Report

Town Manager commented on the meeting with the representatives from Ted Bud's and Chuck Edwards offices today and that the projects have been submitted to them that we would like help with.

Town Manager Mark Biberdorf thanked council for the recent budget meeting, and he said that he will update the budget once he gets a final set of values from the county. He said that he would prepare the budget message and the public hearing would be advertised on May 29th for the budget to be adopted at the June 10th regular meeting.

There is nothing new with Crown Castle and the small cell wireless facilities. They have provided a map showing 3 or 4 that would be located on Underwood Road and on Airport Road. They still have not decided as yet where to put the one on Fanning Bridge Road.

Department Reports

April Reports

Closed Session per NCGS 143.318.11 (5) "Contractual Matters"

Mayor Blakely asked for a motion to go into Closed Session for Contractual Matters

Councilmember Jim Player motioned it to go into Closed Session, and it was seconded by

Mayor Pro-Tem Sheila Franklin.

Motion all in favor.

Went into Closed Session at: 6:10 pm
Came out of Closed Session at: 6:45 pm

Adjourn

Mayor Blakely asked for a motion to adjourn

Councilmember Jim Player motioned to adjourn, and it was seconded by Councilmember Keith Reed.

Motion all in favor.

Adjourned: 6:46 pm

Upcoming Events

Agenda Review Meeting June 3, 2024, at 6:00 pm

Regular Meeting June 10, 2024, at 6:00 pm

Special Call Meeting to close out budget year?

Approved.

Date

Signed

MEMORANDUM



TO: Mayor & Town Council

FROM: Eric Rufa, Planning & Zon Dir

COPY TO: Mark Biberdorf, Town Manager

DATE: 5/24/2024

SUBJECT: Approval of request from BSC Holdings, Inc. to extend conditional zoning approval (CZ-2019-02) for a residential PRD at 150 Cane Creek Road

Background:

Staff has received a request from BSC Holdings, Inc. for the Council's consideration of an extension request for a previously approved development that was first approved on June 12, 2019. (CZ-2019-02)

The development originally consisted of 311 residential units, a mix of apartments, townhomes, and single-family units, at 150 Cane Creek Road (just adjacent to the Town Hall property). A copy of the updated site plan is attached for your reference. The developer has seen a slight reduction in the number of units due to various topographical and wetland issues. The updated plan now shows a total of 299 units (216 apartments, 60 townhomes, and 23 single family villas).

Also attached is the detailed request letter from BSC Holdings, Inc. outlining their request for extension of both the Conditional Zoning (of CBD) and for completion of significant infrastructure. Additionally, representatives from BSC Holdings will be present at the June 3, 2024 Council agenda review meeting in order to discuss the request and answer any questions Council may have. The development team previously requested an extension in 2022, but continued to face several delays and challenges which they will discuss at the June 3 meeting. This would likely be the last extension request, as the developer has recently obtained a floodplain development permit to begin necessary fill work, as well as grading approval from Henderson County.

Recommendation:

As there have been no significant changes to the Fletcher Land Development Code, staff would recommend approval of this extension request.

Attachments:

1. BSCHoldings_2024 ext request
2. BSCHoldings_updated site plan_May 2024

BSC Holdings, Inc.

P.O. Box 16168
High Point, North Carolina 27261

Phone: 336-292-9010
Fax: 336-632-0207

May 20, 2024

Eric Rufa
Planning Director/Zoning Administrator
Town of Fletcher
300 Old Cane Creek Road
Fletcher, NC 28732

RE: Extension regarding infrastructure in place

Dear Eric,

On June 12th, 2019 the Town of Fletcher approved the rezoning for our property located at 150 Cane Creek Road. As part of the official order approving the project, Section 15.6 (A.4) of your ordinance, we were to have the infrastructure in place within one (1) year of approval. The order also required us to obtain zoning and building permits within a year. In March 2020 we requested a two year extension from The Town of Fletcher and was granted that extension on April 22nd, 2020. On March 14th, 2022, we were granted an extension till June 12th, 2024 by the Town.

As you know, we have dealt with a handful of issues related to the past and current economic environment due to the pandemic of COVID-19 and other contributing factors that have prevented us from meeting the specified deadline. Thankfully, I believe we have navigated through all of the issues as successfully as one possibly could given the circumstances.

There have been many technical engineering challenges with this site that have taken a significant amount of time and money to address. Foremost is the difficulty and complexity of complying with the North Carolina Department of Environmental Natural Resources (NCDENR) requirements in the flood plain and flood way areas of the site, yet alone the extensive areas of wetlands which make up a large portion of the property. Federal and State regulations continue to change and the ability to develop in these areas has changed significantly in the last few years. Furthermore, we lost our environmental consultant due to an unexpected death and our contact at the Core of Engineers office at DENR relocated. Thankfully, we have now addressed all the issues in the engineering of the site to satisfy both NCDENR and continue to allow this project to be economically feasible. We have received all the permits from NCDENR and the Core of Engineers to develop the site and obtained the permits issued by the Town of Fletcher to fill within the flood plain. Permits from the Core of Engineers and NCDENR were received in February 2024.

We have dealt with multiple challenges related to the gas transmission lines that run through the site as well as challenges with storm water design and requirements due to our proximity to the airport. The proximity to the airport and the physical restraints on the site with flood plans and flood ways has made designing storm water devices that meet local ordinance very cumbersome. Our engineer spent a great deal of time working with NCDENR and the Henderson County storm water department to design a dry pond that would meet the requirements of all jurisdictions. Initially prior management in Henderson County rebutted the use of dry ponds even though the State of North Carolina allows the use such facilities in Storm Water Management. We finally received our grading permit from Henderson County two weeks ago.

NCDOT has required us to complete an updated Traffic Impact Analysis as a result of new developments in the area which have now been completed. The TIA which is now completed has been in review for several months. They were kind enough in February of 2024 to issue a temporary driveway permit to allow us to start our clearing and grading. We are still awaiting on their comments on required roadwork along Cane Creek and Mills Gap Road.

We are very focused on this project and are very eager to start. We have finalized our contract with our tree clearing and grubbing subcontractor and he plans to start in the next three weeks, pending Henderson County approval of the installation of erosion control devices. Our grading contractor that we had negotiated with had to start another project that they had previously committed to and accordingly could not commence on this project until mid to late Fall. We are therefore in discussions with two local grading companies and fully anticipate to have a finalized deal by the time we come to Council in June.

We would like to request a time extension of the Conditional Zoning of CBD to have significant infrastructure in place and begin permitting for building structures. We would like to propose a deadline of December 31, 2026. We will be starting site work this summer and we expect the site work to take at least a year and half to complete depending on the weather, provided we do not run into any significant unexpected surprises. We plan to start construction on the top of the hill as we continue site work on the lower half of the site. Architecturally, our building plans should be ready to be submitted to Henderson County for building permits in 2025. We are now making changes in the plans necessitated by building code changes that have occurred since we last constructed the units, which we completed at our community in Kernersville.

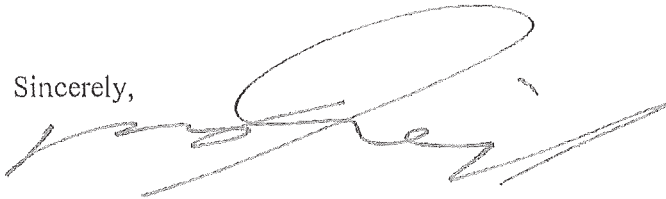
We would anticipate that the site work phase of the project will take 18 months and the actual construction of the buildings will take 24 months. However, we will be at the mercy of Henderson County in regards to final approval and inspections as well as Mother Nature. There is a possibility that depending on when Henderson County Erosion Control releases us to begin full grading operations that we will have to put some efforts on hold if we have a wet summer and fall. Filling in the Flood Plain will be very challenging in that the water table is only three feet below the surface and can only be achieved during prolonged dry periods. We anticipate completion of a portion of the project within or before 36 months from commencement. Completion of the project could take 3 plus years to fully develop. Furthermore, because of the size of the project it may be beneficial to undertake all of the site improvements but construct the

buildings in two phases. Certainly in this case the length of the project would be significantly greater than 3 years.

We own the land and our staff in South Asheville is taking care of the property on a weekly basis. Our plans have not significantly changed for the development. We are still planning to build the eight-unit two story apartment buildings, townhouses (which will now be one story in height), and single family detached villas. We are preserving the house on the property and will operate our onsite office from that house. We are confident that the Council fully appreciates the challenges we have faced and accordingly will approve our requested extension of the Conditional Zoning of the Central Business District and the extension to complete the infrastructure. As you know this project represents a \$90 million dollar investment in the Town of Fletcher and will provide a first class housing community in the Central Core District of Town. We are fully invested in the project and are looking forward to working with The Town to get this development completed.

We will be in Fletcher for the June Council Meeting and will be participating in the request for the extension. Before closing, I want to advise you that as of today we have been able to schedule a preconstruction meeting with Henderson County and will be meeting representatives on site on June 3rd to initiate site development. Accordingly, we are in the process of marking the clearing limits and placement of the required silt fences. Please let me know what further information you need to complete our request for an extension.

Sincerely,

A handwritten signature in black ink, appearing to read 'Barry Siegal', with a large, looping flourish at the end.

Barry Siegal

MEMORANDUM



TO: Mayor & Town Council

FROM: Eric Rufa, Planning & Zon Dir

COPY TO: Mark Biberdorf, Town Manager

DATE: 5/24/2024

SUBJECT: Public Hearing for discussion and possible approval of amendments to the Fletcher Land Development Code

Background:

As discussed last month at the May Council agenda meeting, we will be holding public hearing on the draft amendments to the Fletcher Land Development Code, as recommended by the Fletcher Planning Board. The draft amendment pages are included for reference.

Recommendation:

The Fletcher Planning Board unanimously recommended approval of the draft amendments at their March meeting.

Attachments:

1. LDC Amends Overview Part 1
2. LDC Amends Overview Part 2
3. LDC Amends Overview Part 3

TOWN OF FLETCHER

PRESTON BLAKELY
MAYOR

MARK E. BIBERDORF
TOWN MANAGER



COUNCIL MEMBERS:
SHEILA FRANKLIN
ROBERT DAVY
TREVOR C. LANCE
KEITH REED

To: **Mayor & Town Council**

Cc: Mark Biberdorf, Town Manager

From: Eric Rufa, Planning Director

Date: April 22, 2024

RE: **Potential LDC Amendments – Request Public Hearing for June**

At their May 19, 2024 meeting, the Fletcher Planning Board unanimously recommended a number of draft amendments to several sections of the Land Development Code, largely related to additional services by the Town's consulting engineer for various plan review and oversight, and also related to street width requirements.

Staff will be present at the May 6, 2024 agenda review meeting to give a brief overview of the draft amendments, and is requesting that an official public hearing be set for June 10, 2024 to official consider approval. A summary of the sections is below, and included in your packets are the relevant pages of the ordinance with the draft amendments highlighted in red text.

- **Article 12** – Includes a number of recommendations to add language which includes assistance by the Town's consulting engineer for technical oversight on matters involving roads, sidewalks, & curbs/gutters, with assistance coming during plan review, inspections during construction, and project close out. Also included are some proposed revisions to the street width category "Minor Street" which would limit this street type in some new developments. Some additional language is proposed for items related to performance guarantees which adds a few specific categories to a potential bond or other guarantee (ie. Adding curbs/gutters).
- **Article 14** – Includes one minor amendment clarifying the makeup of the "Technical Review Committee"
- **Article 15** – Incorporates the potential services of the consulting engineer mentioned in Article 12 into relevant sections and the flow charts/procedures for several development review categories.
- **Article 16** – Some minor revisions are recommended for site plan requirements (clarifying when a plan must be submitted by a NC licensed engineer, and clarifying language on requirements for spot elevations and detailed grading on certain elements of a development—ie. Sidewalks, ramps etc.

Thank you for your consideration of this matter.

"This Institution is an equal opportunity provider"

300 Old Cane Creek Road, Fletcher, NC 28732
(828) 687-3985 (828) 687-7133 fax
www.fletchernc.org

- 2-lot subdivision: access may be provided by:
 - via direct access to a street, or
 - via a shared driveway (see Section 12.3 C above)
 - 3- or 4-lot subdivision: access may be provided by:
 - direct access to a street, or
 - via two (2) shared driveways, or
 - via a private Residential Local Road constructed in accordance with the design and construction standards of the most current NCDOT "Subdivision Roads-Minimum Construction Standards" Manual (except that no sidewalk, curbs, gutters, street lights, or landscaping shall be required)
- E. In a Major Subdivision or Planned Residential Development, access shall be provided by a street system constructed in accordance with the provisions of Article 12.5

12.4 Street/Driveway Design – General Provisions

The Town views streets as the most important public space and therefore, in an effort to protect this investment, has developed a set of principles which permit this space to be used by both motorized vehicles, non-motorized vehicles (bicycles), and pedestrians.

- A. All streets shall be constructed in accordance with the design and construction standards of the most current NCDOT "Subdivision Roads-Minimum Construction Standards" Manual and shall permit public access whether by easement or by public dedication. *Alternative street design and construction standards may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternative designs are subject to approval by the final approving body.*
- B. All streets and driveways shall adhere to the most current NCDOT "Policy on Street and Driveway Access to North Carolina Highways" when a proposed street or private driveway connects into the State Highway System or the Town-maintained Road System. *Alternatives may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternatives are subject to approval by the final approving body.*
- C. Wherever possible, street locations should account for difficult topographical conditions, paralleling excessive contours to avoid excessive cuts and fills and the destruction of significant trees and vegetation outside of street-rights-of way on adjacent lands.
- D. The use of traffic calming devices such as raised intersections, landscaping bulb-outs, and traffic circles are encouraged as alternatives to conventional traffic control measures.
- E. All on-street parking provided shall be parallel, unless otherwise approved by the Planning Board.

- F. Proposed streets which are obviously in alignment with existing streets shall bear the assigned name of the existing streets. In no case shall the name of the proposed street duplicate or be phonetically similar to existing street names, irrespective of the use of the suffix street, avenue, boulevard, drive, place, court, etc.
- G. Streets shall be bordered by sidewalks on both sides, except as permitted in Article 12.6(C.1)
- H. Streets shall be landscaped with trees. Commercial streets shall have trees which compliment the face of the buildings which shade the sidewalk. Residential streets shall provide for an appropriate canopy, which shades both the street and sidewalk, and serves as a visual buffer between the street and the home.

12.5 Street Types

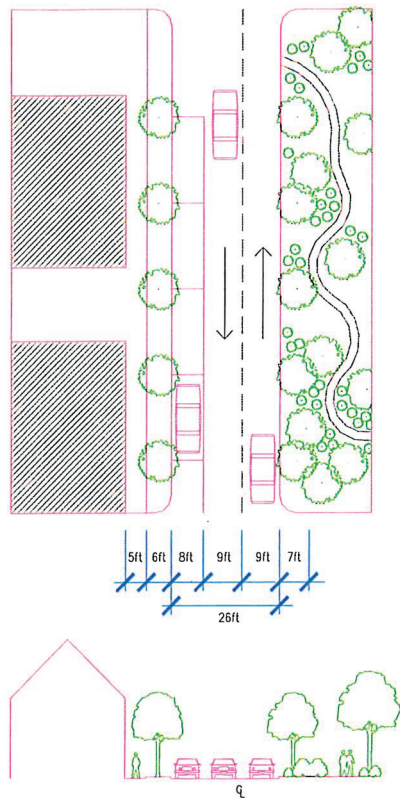
Street designs shall permit the comfortable use of the street by cars, bicyclists, and pedestrians. Pavement widths, design speeds, and the number of vehicle lanes should be minimized without compromising safety. The specific design of any given street must consider the building types which front on the street and the relationship of the street to the Town's street network.

Minor variations and exceptions to street cross-sections may be permitted with approval by the Administrator or the Planning Board **following a review and recommendation from the Town's consulting engineer**. Such exceptions include variations to the pavement width, tree planting areas, street grade, and centerline radii in accordance with principles above. Right-of-way widths should be preserved for continuity.

In lieu of using the NCDOT Standards, the Town may permit the use of the following standards in accordance with the street hierarchy detailed as follows:

G. PARKSIDE DRIVE 42-50 ft ROW

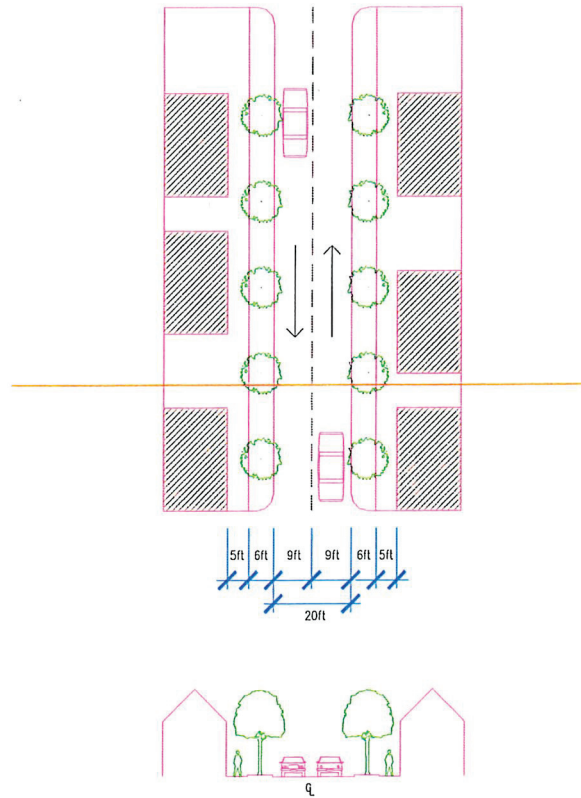
The drive defines the natural edge between an urban and a natural condition, usually along a waterfront, a park, or a greenbelt. One side of the drive has the urban character of a main street with sidewalk, parallel parking, and buildings, while the other has the natural qualities of a rural road with naturalistic plantings and rural detailing.



Design Speed	20 mph
Min. Centerline Radius	50-90 ft
Pavement Width (F-F)	26 ft
ROW Width	42-50 ft
Curb Radius	15 ft
Drainage	Curb & Gutter / Open Swale
On Street Parking	Yes (Expected but not marked)
Street Trees	Yes (One Side)
Sidewalks	Yes (One Side)

H. MINOR STREET ** 40-50 ft ROW

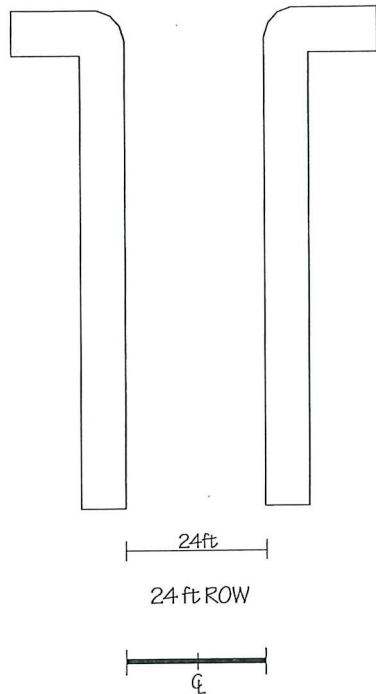
The minor street is a small-scale, low-speed connector. It serves low-density residential buildings which accommodate all parking on-site. A minor street tends to be more rural in character with rolled curbs, open or closed drainage, narrow sidewalks, continuous plantings, and buildings set way back though this condition may also be appropriate for short urban blocks where on-street parking is not expected. ** This street type shall be permitted only in developments consisting of 20 or fewer lots/units and in larger developments where roads are to remain private.



Design Speed	15 mph
Min. Centerline Radius	50-90 ft
Pavement Width (F-F)	18-24 ft
ROW Width	40-50 ft
Curb Radius	15 ft
Drainage	Curb & Gutter / Open Swale
On Street Parking	Yes (One way streets only)
Street Trees	Yes
Sidewalks	Yes

I. PRIVATE REAR ALLEY
24 ft ROW

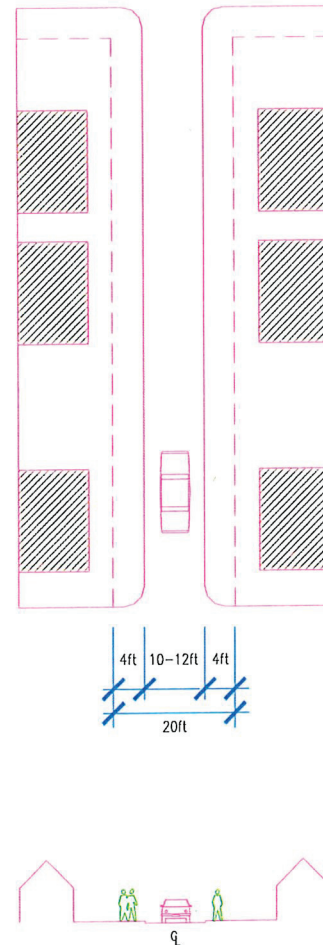
The alley is a narrow access route which services the rear of buildings on a street. Alleys have no sidewalks, landscaping or building setbacks. Alleys are used by trucks and must accommodate dumpsters. They are usually paved to the edges, with center drainage via an inverted crown.



Design Speed	N/A
Min. Centerline Radius	N/A
Pavement Width	24 ft
ROW Width	24 ft
Curb Radius	5 ft
Drainage	Curb & Gutter
On Street Parking	Yes
Street Trees	No
Sidewalks	No

J. PRIVATE REAR LANE
20 ft ROW

The rear lane is a narrow access route behind neighborhood streets. Lanes generally have a narrow strip of paving in the center and serve as areas for underground utilities.



Design Speed	N/A
Min. Centerline Radius	N/A
Pavement Width	10-12 ft
ROW Width	20 ft
Curb Radius	20 ft
Drainage	Open Swale / Closed Inverts
On Street Parking	N/A
Street Trees	No
Sidewalks	No

12.6 Specific Development Standards

A. Trees

All street trees shall be installed in accordance American Association of Nurseryman standards. Large canopy trees shall be planted in a planting strip at a minimum average distance of 40 feet on-center.

B. Street Markers and Traffic Control Signs

All street markers and traffic control signs posted in accordance with the Manual of Uniform Traffic Control Devices shall be installed by the developer prior to the issuance of any certificates of occupancy for any building on that street.

C. Sidewalks & Greenways

The purpose of the sidewalk regulation is to create attractive neighborhoods that are safe for pedestrians and to facilitate pedestrian connections that link neighborhoods to the Town's Transportation Plan and Greenway Master Plan.

1. The developer of any new construction with new or existing street frontage shall provide a network of sidewalk or greenway trails to serve all lots associated with the development. The total length of these facilities shall be equal or greater to the linear roadway frontage for all such lots abutting a roadway (new or existing). These sidewalks or greenway trails shall be constructed to the minimum specifications of this section.
2. In cases where required sidewalk is potentially unsafe or impractical, the developer may request consideration from the Town for approval of payment of the financial equivalent (or "fee-in-lieu-of") for the required sidewalks.
 - a. Upon such approval by the Planning Board, the developer would then be required to pay the financial equivalent to the Town in order to develop sidewalks along other streets with pedestrian needs (as identified in the Town's Transportation Plan where possible) or greenways in accordance with the Town's Greenway Master Plan (subject to availability of easements for such trails).
 - b. The estimated costs of these sidewalks shall be provided by the project engineer and must include an itemized list (signed and sealed) outlaying project costs that include design, staging, mobilization, labor, and materials. This list will then be reviewed by ~~a Town-contracted the~~ **Town's consulting** engineer, after which, the item will be placed on the next Planning Board agenda. The developer shall be responsible for the cost of review by the Town-contracted engineer.
 - c. The financial sum paid to the Town shall be placed in a restricted fund that will be reserved for construction of sidewalks and/or greenways.
 - d. If approved, the fee would be paid prior to issuance of the Certificate of Occupancy (C/O) for the development.

- e. If approved, the developer will also ensure that adequate right of way is provided ensuring that a sidewalk could be installed in the future.
- f. No variances to this section shall be permitted.

3. Design Standards

- a. The location and specifications of sidewalks shall be shown on site development and grading plans for a new structure under consideration by the building official for issuance of a building permit, and the same shall be approved by the Administrator prior to issuance of a building permit.
- b. Whenever practical, the construction of a sidewalk shall be on a line parallel with the edge of the public right-of-way of a street, highway or road, and that the edge of a sidewalk will be separated from the curb or street edge by a planting strip in accordance with E below.
- c. Sidewalks shall be constructed of ~~four (4) inch thick, three thousand (3,000) pound per square inch Portland cement concrete poured on a compacted base~~ in accordance with NCDOT standards. Sidewalks shall be a minimum of four (4) feet in width within subdivisions, a minimum of five (5) feet in width on adjacent or arterial roads, and a minimum of ten (10) feet where a proposed sidewalk adjacent to a road overlaps the Town's approved Greenway Master Plan. **Alternative sidewalk design and construction standards may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternative designs are subject to approval by the final approving body.**
- d. Sidewalks shall be installed with a maximum cross slope of 2% toward the center of the right-of-way and constructed to the grades specified by ~~an~~ the project engineer. **The project engineer shall provide the Administrator a detailed grading plan with an appropriate level of spot elevations to demonstrate the proposed sidewalk, handicap ramps, and cross walks follow the most recent Americans with Disabilities Act standards at the time of design. This shall be reviewed and approved by the Town's consulting engineer.** Portions of sidewalks crossed by driveways shall be a minimum of six (6) inches in thickness. Contraction joints shall be spaced every five (5) feet and expansion joints shall be spaced every forty (40) feet. One-half inch thick, six (6) inch wide expansion joints shall be constructed where a sidewalk touches a street.
- e. Minor sidewalk repairs which do not exceed one square foot in any single place or ten (10) square feet in total combined area adjacent to a lot or premises may be performed by the Town of Fletcher, the property owner or his contractor without the necessity of obtaining a permit.
- f. Where a driveway crosses a sidewalk, appropriate ramps and flares shall be installed to avoid changes in cross slope on the sidewalk. Wheelchair users and pedestrians are more prone to stumble or fall on surfaces with

5. Proper sight lines shall be maintained at all intersections of streets to permit adequate sight distance. See Section 4.5 for sight distance requirements.
6. Bulb-outs are discouraged on narrow streets (less than 30 feet face-of-curb to face-of-curb) but encouraged on wider streets.
7. Where a street intersects a state highway, the design standards of the State Department of Transportation shall apply.

H. Curb Radii

Curb radii shall be designed to reduce pedestrian crossing times along all streets requiring sidewalks. In general, curb radii should not exceed 20 feet except along NCDOT-maintained roads.

I. Utility Location

Underground utilities should be located in alleys and lanes. If no alley or lane is provided, then a 5-foot (minimum) utility easement shall be provided behind the sidewalk located within either the right-of-way or a public utility easement.

J. Easements

Utility and other easements shall be provided as follows:

1. Utility easements, as necessary, shall be determined by the developer or utility provider.
2. Where a subdivision is traversed by a water course, drainage way, channel, or stream, there shall be provided a stormwater easement or drainage right-of-way conforming substantially with the lines of such water course, and such further width or construction, or both, as may be adequate for the purpose of drainage.
3. Lakes, ponds, creeks, and similar areas within a subdivision will not be accepted for maintenance by the Town Council.

K. Curbs and Drainage

Curbs shall be constructed in accordance with the following standards:

1. All curbs shall be constructed in accordance with the design and construction standards of the most current NCDOT "Subdivision Roads-Minimum Construction Standards" Manual. **Alternative curb & gutter design and construction standards may be submitted to the Administrator for review by the Town's consulting engineer for approval. Such alternative designs are subject to approval by the final approving body.**
2. Drainage shall be provided using curb and gutter piped systems along all streets unless specific approval for use of open swales is granted by the appropriate review board.

3. All drainage grates must be safe for bicyclists, with slots running perpendicular or diagonal to the direction of travel. Bicycle-safe drainage grates are Types E, F, and G as approved by the NCDOT.

L. Centerline Radius

A 90 foot minimum centerline radius between reverse curves shall be used for Local Streets, Parkside Drives, and Minor Streets though they may be reduced to 45 feet for design speeds less than 20 mph. All other streets shall be in accordance with AASHTO standards.

M. Street Lights

Street lights shall be installed by the developer on all streets in accordance with Article 10.

12.7 Storm Water Drainage

- A. Each proposed development shall meet the storm water criteria of Sections 6.4 (Stormwater Runoff) and 6.5 (Water Quality Protection).
- B. All developments and subdivision projects must comply with the North Carolina Sedimentation Pollution Control Act and all attendant regulations.

12.8 Water and Sewer Systems

- A. The preliminary subdivision plat must be accompanied by satisfactory evidence as to the proposed method and system of water supply and sanitary sewage collection and disposal. Connections to public water and sewer systems within 500 feet (if there are existing lines for new subdivisions) is mandatory. Where feasible, connections shall be made to the water system owned by the City of Hendersonville and the sewer system owned by the ~~Cane Creek Sanitary District~~ **Metropolitan Sewage District of Buncombe County**. The installation and closeout of all said systems except wells or septic tanks serving only one connection shall be required prior to final plat approval. Said systems may be owned and operated by a public or private entity. Any well or septic tank serving only one connection shall be approved by the Henderson County Health Department. For all new systems or expansion of existing systems serving two or more connections, approval shall be according to state statutes.
- B. The preliminary plat shall be accompanied by written assurance from the developer that plans for said new or expansion of existing systems will be submitted to the appropriate state and/or local agencies. The final plat shall be accompanied by written approval of the installation of said systems by the appropriate state and/or local agencies.

12.9 Improvement Guarantees

Upon approval of the preliminary plat by the Planning Board, or of the Planned Residential Development by the Town Council, the developer may proceed with preparation of the final plat and the installation of roads, utilities, and other improvements as specified in the approved preliminary plat or site plan.

- A. **Agreement and Security Required:** Prior to the filing of an application for final plat approval, the developer shall have installed all of the improvements as shown on the approved preliminary plat; except that, the Town may enter into an agreement whereby the developer shall agree to complete **all required improvements, including, but not limited to**, the pavement surface course, sidewalks, **handicap ramps, curb and gutter**, and **shade trees and all landscaping** as specified on the approved preliminary plat, for that portion of the development to be shown on the final plat, within a reasonable time to be determined in said agreement. Once said agreement is signed by both parties and security herein is provided, and all other improvements have been installed and approved, the final plat may be approved as provided herein.

To secure this agreement, the developer shall provide, subject to the approval of the Town Council **(following a review by the Town's consulting engineer)** either one or a combination of the following guarantees not exceeding 4-5 **1.25** times the entire cost of the unfinished work, **as well as costs for the repair of previously bonded infrastructure in earlier phases of the development**, and including costs for surveying, construction materials testing, and engineering services required to assist the Town in completing the project as provided herein:

1. **Surety Performance Bond(s):** The developer shall obtain a performance bond(s) from a surety bonding company authorized to do business in North Carolina. The bond(s) shall be made payable to the Town of Fletcher and shall be in an amount 1.25 times the entire cost as estimated by the Administrator of installing all required improvements as specified on the approved preliminary plat for that portion of the subdivision to be shown on the final plat. The duration of the bond(s) shall be until such time as the improvements are approved by the Town Council. The Town Council shall not give said approval until it has been satisfied that all required improvements have been installed.
2. **Cash or Equivalent Security:** The developer shall deposit cash or other instrument readily convertible into cash at face value, either with the Town or in escrow with a financial institution designated as an official depository of the Town. The amount of deposit shall be equal to 1.25 times the cost, as estimated by the Administrator, of installing all required improvements as specified by the preliminary plat for that portion of the subdivision to be shown on the final plat.

If cash or other instrument is deposited in escrow with a financial institution as provided above, then the developer shall file with the Town Council an arrangement between the financial institution and himself guaranteeing the following that:

- a. Said escrow shall be held in trust until released by the Town Council and may not be used or pledged by the developer in any other matter during the term of the escrow; and,
- b. In the case of a failure on the part of the developer to complete said improvements, the financial institution shall, upon notification by the Town Council and submission by the Town Council to the financial institution of the Administrator's estimate the amount needed to complete the improvements, either pay to the Town the funds estimated

as needed to complete the improvements immediately up to the full balance of the escrow account, or deliver to the Town any other instruments fully endorsed or otherwise made payable in full to the Town.

3. **Letter of Credit:** A satisfactory, irrevocable letter of credit as approved by the Town Attorney and Town Council and deposited with the Town Clerk shall be submitted. When a letter of credit is submitted, the following information shall be contained in said letter:
 - a. Shall be entitled "Irrevocable Letter of Credit"
 - b. Shall indicate the Town of Fletcher as the sole beneficiary
 - c. The amount of the letter of credit (1.25 times the estimated cost) as approved by the Town
 - d. Account number and/or credit number that drafts may be drawn on
 - e. List of improvements that shall be built that the letter is guaranteeing
 - f. Terms in which the Town of Fletcher may make drafts on the account
 - g. Expiration date of the letter
- B. **Default:** Upon default, meaning failure on the part of the developer to complete the required improvements in a timely manner as spelled out in the agreement in Section 12.8.A, then the surety, or the financial institution holding the escrow account shall, if requested by the Town Council, pay all or any portion of the bond or escrow fund to the Town of Fletcher up to the amount needed to complete the improvements based on the Administrator's estimate. Upon payment, the Town Council in its discretion, may expend such portion of said funds as it deems necessary to complete all or any portion of the required improvements. The Town shall return the surety or escrow account any funds not spent in completing the improvements. **The developer shall also be responsible for any associated legal or attorney fees incurred by the Town**
- C. **Release of Guarantee Security:** The Town Council may release a portion of any security posted as the improvements are completed and recommended for approval by the Administrator. Before recommending such release, the Administrator shall consult with the Public Works Director and/or the Town's consulting engineer in order to confirm that all design and construction standards have been met. **One or more site inspections shall be conducted by the Town's consulting engineer to verify compliance, and/or the engineer may request documentation of construction materials testing.** The developer shall be responsible for the cost of review by the Town-contracted engineer. At such time as the Town Council approves all improvements placed in the subdivision as recommended by the Administrator, all security posted shall be immediately released.

12.10 Acceptance of Infrastructure

- A. Upon request by the developer, the Town Council may, by resolution, accept all or part of the completed public streets, public rights-of-way, sidewalks, curbs and gutters, street lights, open space and landscaping.

The request shall include the following:

- Written request from the developer;
- As-Built plans showing all infrastructure to be dedicated;
- Engineer's certification that all infrastructure has been installed in accordance with all applicable Codes and Standards;
- Final Plat showing the rights-of-way and/or easements to be dedicated.

The request shall be reviewed by the Administrator, who shall consult with the Public Works Director and/or the Town's consulting engineer in order to confirm that all design and construction standards have been met. **One or more site inspections shall be conducted by the Town's consulting engineer to verify compliance, and/or the engineer may request documentation of construction materials testing.** The developer shall be responsible for the cost of review by the Town-contracted engineer.

- B. If requested by the developer and at the option of the Town Council, infrastructure may be accepted by the Town for ownership and maintenance in stages as planned by the developer.
- C. In accordance with G.S. 160D-806, approval of a final plat shall not be deemed to constitute or effect the acceptance by the Town or public of the dedication of any street or other ground, public utility line, or other public facility shown on the plat.
- D. In those instances where a private street is proposed and approved, a written maintenance agreement with acceptable provisions for on-going street maintenance and repair shall be included with the Final Plat for approval.

12.11 Nonconforming Infrastructure

- A. If there is a change of use or an expansion to the heated square footage, or to the parking area or loading areas which increase the total area more than 40 percent, of an existing non-residential or multi-family use, the lot shall fully comply with all street improvement requirements of this Chapter along the fronting public streets including, but not limited to turning and traffic storage lanes, sidewalks, bike lanes, and curb and gutter.
- B. New developments shall be required to comply with all street improvement requirements of this Chapter along the fronting public streets for the length of their frontage including, but not limited to turning and storage lanes, access management, sidewalks, bikeways, and curb and gutter.

- d. To change the use of or expand certain nonconformities.

2. Membership and Terms of Office

- e. The Zoning Board of Adjustment shall consist of a total of eight (8) members with four (4) members appointed by Council District, one (1) member appointed at-large, and one (1) member residing in the ETJ. In accordance with G.S. 160D-302, the total membership of the Zoning Board of Adjustment shall be proportional to the population of residents of the Town and residents in the ETJ area. Two (2) of the ZBA members shall be designated as alternates that will participate only as needed in instances where a quorum, is not reached by the other six members.
- f. Representatives from within the corporate limits shall be appointed by the Fletcher Town Council. Representatives from the ETJ area shall be appointed by the Henderson County Board of Commissioners.
- g. The term of office shall be three years, although initial appointments shall be made for one, two and three years so the terms may be staggered. Vacancies occurring for reasons other than expiration of terms shall be filled as they occur for the period of the unexpired term.
- h. The Zoning Board of Adjustment shall elect the chair and vice-chair from among its members. They shall each serve a one-year term.

C. Technical Review Committee

The Technical Review Committee (TRC) is an informal committee that shall meet as needed to determine technical compliance with the provisions of this Code. Membership shall be comprised of the Planning Director or designee, the Zoning Administrator or designee, and ~~one volunteer resident, preferably with an engineering, architectural, or similar land use background.~~ **the Town's consulting engineer.** The TRC will consult with the Public Works, Police, or other departments as necessary. TRC review will be primarily oriented toward review of projects **where the potential for Town takeover of public streets and infrastructure, as well as in C-1 and "Heart of Fletcher" Overlay/CBD zoning district.** This review shall not negate other applicable reviews or approvals required within this code.

14.2 Meetings and General Procedures

All Boards and Commission meeting and hearings shall be open to the public and shall be conducted in accordance with the procedures set forth in these regulations and rules of procedures adopted by the Planning Board and Zoning Board of Adjustments. Such rules of procedure may be approved by the Town Council.

14.3 Staff

15.5 Major Subdivisions

- A. **Applicability:** A Major Subdivision, as defined per Article 18, shall be reviewed and approved (or denied) by the Administrator upon review and approval by the Planning Board.
- B. **Procedure:**

APPLICATION	REVIEWING AUTHORITY	ACTION TO BE TAKEN	APPEAL PROCESS
Sketch Plan (16.2)	Administrator/TRC	Review for Completeness & Code Compliance	n/a
Preliminary Plat (16.3)	Planning Board	Review for Completeness & Code Compliance <i>(with notification to affected and abutting property owners)</i>	n/a
Preliminary Plat (16.3)	Planning Board	Approved Preliminary Plat- or- Denial and Request for Resubmission	n/a
Final Plat (16.4)	Administrator/TRC	Approved Final Plat	n /a

No grading or infrastructure construction work may commence prior to approval of a Preliminary Plat.

Following approval of the Preliminary Plat, a pre-construction meeting with the Administrator (or designee) and the Town's Consulting Engineer is required prior to the start of construction.

15.6 Additional Procedures for Minor & Major Subdivisions & Planned Residential Developments (PRD's)

A. Preliminary Plats

1. **Notice to Proceed with Construction Activity:** Only after receiving Preliminary Plat approval for a Minor or Major Subdivision or Planned Residential Development (PRD) as prescribed by this Article and other written approval and necessary permits from the appropriate regulating agencies, shall the developer begin grading, soil erosion, and infrastructure construction for the development. **For major subdivisions, following approval of the Preliminary Plat, a pre-construction meeting with the Administrator (or designee) and the Town's Consulting Engineer is required prior to the start of construction.**
2. **Approval Duration:** Approved Preliminary Plats are valid for one (1) year from the date of approval by the Town of Fletcher. Reasonable and necessary extensions may be granted at the Administrator's sole discretion if a written request by the developer is made to the Administrator forty-five (45) days prior to the one (1) year anniversary of Preliminary Plat approval. Upon expiration of approval prior to final plat approval and recordation, a new application for subdivision will be required in accordance with the process before development can recommence.
3. **Multiple Phases Not Approved:** Approval of a preliminary plat constituting an individual phase of a multi-phase project, which has not been entirely approved, does not constitute approval by the Town of any remaining phases. For approved Preliminary Plats consisting of multiple phases, only the phase that is to be developed for sale immediately shall be submitted for Final Plat approval.
4. **Infrastructure Required within One Year:** All required infrastructure improvements for the preliminary plat shall be in place within 1 year of approval of the preliminary plat unless the improvement has been guaranteed in accordance with Section 12.8. If circumstances beyond the control of the developer do not allow for the commencement of the required work within the 1 year period or the size of the phase is such that one (1) year is insufficient time to commence all required work, then the developer may file a written request for an extension with Administrator no later than forty-five (45) days prior to the one (1) year anniversary of zoning permit approval by the Town as provided above. If infrastructure work is not commenced within one (1) year and/or no extension request is filed with Administrator and approved, zoning permit approval becomes null and void on the day of the one (1) year anniversary and a new application will be required.

B. Final Plats

1. **Review Period:** The developer shall initiate the final subdivision plat approval process by submitting the Final Plat and copies of any required surety or improvement guarantees (as specified in Section 12.8) to the Administrator or other departments as required. The Administrator or designee will then have forty-five (45) calendar days to approve or deny the Final Plat. During the review period, the Administrator will confirm the accuracy of the Final Plat. If

15.8 Conditional Zoning

A. **Purpose:** The purpose of the Conditional Zoning is to provide a procedure for the rezoning of property based upon the recognition that certain types of zoning districts would be inappropriate at particular locations in the absence of special conditions. The Conditional Zoning process allows certain uses to be established in accordance with specific standards, assuring the compatibility of the use with the surrounding properties and the area in general, for each proposed conditionally zoned property. This process affords a degree of certainty in land use decisions not possible when rezoning to a general category allowing many different uses.

B. General Requirements

1. Conditional Zoning classification shall only be considered upon the request of the owners and/or their representatives of all the property to be included. A Conditional Zoning may not be initiated by the Town Council, the Planning Board, or Town staff.
2. All standards and requirements of the corresponding zoning district shall be met, except to the extent that the conditions imposed are more restrictive than those standards. The Town Council may impose additional reasonable and appropriate conditions or safeguards to serve the purpose and intent of this Section, and to preserve public welfare, and justice. The Master Plan, a site specific Conditional Zoning Plan, is itself a condition of the Conditional Zoning.
3. Within an approved Conditional Zoning, no use shall be permitted except pursuant to the conditions imposed on the plan submitted for approval.

C. Procedures

APPLICATION	REVIEWING AUTHORITY	ACTION TO BE TAKEN	APPEAL PROCESS
Conditional Zoning Application with Sketch Plan (16.2)	Administrator (<i>& TRC for projects involving potential public infrastructure</i>)	Review submittal procedures and requirements Review for completeness & code compliance. Issue Staff Report	n/a
	Planning Board	Review and recommendation of Conditional Zoning application <i>(with notification to affected and abutting property owners)</i>	n/a
	Town Council	Public hearing	n/a
	Town Council	Grant Conditional Zoning – or – Denial and Request for Rehearing	Superior Court
Site Plan/Preliminary Plat (16.3)	Administrator (<i>& TRC for projects involving potential public infrastructure</i>)	Review for Completeness & Code Compliance	n/a

1. The processing of a Conditional Zoning shall follow the procedures described in Section 15.7 concerning Rezoning.
2. In addition to the Master Plan, the applicant shall provide the exact land use classifications proposed for the Conditional Zoning. Such use classifications may be selected from any of the uses, whether permitted, by right or conditional, allowed in the general zoning district upon which the Conditional Zoning is based. Uses not otherwise permitted within the general zoning district shall not be permitted within the Conditional Zoning.
3. The Planning Board may recommend and the Town Council may attach reasonable and appropriate conditions including but not limited to the location, nature, hours of operation and extent of the proposed use. The applicant will have a reasonable opportunity to consider and respond to any additional requirements proposed by either the Planning Board or the Town Council prior to final action. The Planning Board recommendation shall include comment on whether the proposed change is consistent with the Land Use Plan.
4. Decisions by the Town Council shall be by majority vote. The Town Council decision shall include comment on whether the proposed change is consistent with the Land Use Plan.
5. An Applicant shall submit a Conditional Zoning Application and a Sketch Plan containing all details as outlined in Section 16.2.

Upon approval by the Town Council, the applicant will then submit a Site Plan/Preliminary Plat containing all details as outlined in Section 16.3 for review and final approval by the administrator prior to commencement of any grading or infrastructure work. The applicant/land owner must submit written consent to conditions related to a conditional zoning approval to ensure enforceability. **A pre-construction meeting with the Administrator (or designee) and the Town's Consulting Engineer shall be required prior to the start of construction**

D. Substantial Changes: Any substantial change to a Site Specific Plan shall be reviewed by the Planning Board and approved or denied by the Town Council as an amended Conditional Zoning.

E. Rescission of Conditional Zoning

1. The applicant must secure a valid building or construction permit(s) within a twelve (12) month period from date of approval of the Conditional Zoning unless otherwise specified.
2. If such project is not complete and a valid building or construction permit is not in place at the end of the twelve (12) month period, the Administrator shall notify the applicant of either such finding. Within sixty (60) days of notification, the Administrator shall make a recommendation concerning the rescission of the conditional district to the Town Council. The Town Council may then rescind the Conditional Zoning, or extend the life of the Conditional Zoning for a specified period of time.

15.10 Special Use Permits

- G. Purpose:** Upon application, The Town Council (with recommendation from the Planning Board) may grant in particular cases and subject to appropriate conditions and safeguards, permits for special uses as authorized by this ordinance and set forth as special uses under the various use districts.
- B. General Requirements:** A special use permit may be granted by the Fletcher Town Council only after making the following findings:
1. An application for the special use has been submitted as prescribed by this Code.
 2. Approval may be granted if the Town Council finds that, in the particular case in question, the use for which the special use permit is sought will not adversely affect the health or safety of persons residing or working in the neighborhood of the proposed use, and will not be detrimental to the public welfare or injurious to property or public improvements in the neighborhood. In granting such approval, the Town Council may designate such conditions in connection therewith as will, in its opinion, assure that the proposed use will conform to the requirements and spirit of the Code.
 3. Before any special use permit is issued, the Town Council shall make written findings certifying compliance with the specific rules governing the individual special use (Article 3), and that satisfactory provision and arrangement has been made for at least the following where applicable:
 - a. Satisfactory ingress and egress to property and proposed structures thereon, with particular reference to automotive and pedestrian safety and convenience, traffic flow, and control.
 - b. Provision of off-street parking and loading areas where required, with particular attention to the items listed above, and the economic, noise, glare and odor effects of the special use on adjoining properties in the area.
 - c. Adequate and proper utilities, with reference to locations, availability, and compatibility.
 - d. Buffering, with reference to type, location, and dimensions.
 - e. Signs, if any, and proposed exterior lighting, with reference to glare, traffic safety, economic effect, and compatibility and harmonies with properties in the district.
 - f. Playgrounds, open spaces, yards, landscaping, access ways, pedestrian ways, with reference to location, size, and suitability.
 - g. Buildings and structures, with reference to location, size, and use.
 - h. Hours of operation, with particular reference to protecting and maintaining the character of the neighborhood.
 - i. A site plan/preliminary plat has been submitted, as required in Article 16.3.
 4. The applicant/land owner shall submit written consent to conditions related to the Special Use Permit to ensure enforceability. **A pre-construction meeting with the Administrator (or designee) and the Town's Consulting Engineer shall be**

required prior to the start of construction. The Administrator shall make periodic inspections during construction as well as final inspection after construction is complete to determine whether the conditions imposed and agreements made in the issuance of the permit have been met as well as whether all other requirements of this Code have been met. If at any time a special use permit has been issued and the Town Council determines that the conditions imposed and agreements have not been or are not being fulfilled by the holder of a special use permit, the permit shall be terminated and the operation of such use discontinued. If a special use permit is terminated for any reason, it may be reinstated only after reapplying for a special use permit.

C. Procedures

APPLICATION	REVIEWING AUTHORITY	ACTION TO BE TAKEN	APPEAL PROCESS
Special Use Permit Application with Sketch Plan (16.2)	Administrator (& TRC for projects involving potential public infrastructure)	Review submittal procedures and requirements Review for completeness & code compliance. Issue Staff Report	n/a
	Planning Board	Review and recommendation of Special Use Permit application (<i>with notification to affected and abutting property owners</i>)	n/a
	Town Council	Public hearing	n/a
	Town Council	Grant Special Use Permit – or – Denial and Request for Rehearing	Superior Court
Site Plan/Preliminary Plat (16.3)	Administrator (& TRC for projects involving potential public infrastructure)	Review for Completeness & Code Compliance	n/a

D. Public Notification

The Administrator shall give notice of all public hearings. Public notice shall become a part of the record of the proceedings of the Fletcher Town Council. Notice shall be given in the following manner:

- a. Notice shall be sent by the Town by first class mail to the applicant at least ten (10) days prior to the public hearing.
- b. Notice shall also be posted by the Administrator in a conspicuous location in the Town Hall at least ten (10) days prior to the public hearing. Both notices shall indicate the nature of the public hearing and the date, time and place at which it is to occur.
- c. A notice shall be posted by the Administrator in a conspicuous location on the property at least ten (10) days prior to the public hearing. This

watercourses; delineated flood plains, wetlands, steep slopes, and previously documented endangered species habitats. The use of digital geographic data obtained from the Town of Fletcher or Henderson County is deemed to be sufficient for the Sketch Plan phase of submittal requirements.

- C. The size and number of completed applications shall be set by the Administrator.

16.3 Site Plan/Preliminary Plat Requirements

A. All applications for ~~Site Plans Conditional Districts~~ Zoning requests, Vested Rights, **Special Use Permits**, Planned Residential Developments and **Major** Subdivisions shall be submitted in accordance with the specifications of this Section **by a North Carolina Professional Engineer** except where specifically noted **or as determined by the Administrator**.

B. No processing or review of an application will proceed without submission of plans depicting all of the following information, as appropriate:

1. The proposed names of the Development and streets, the owner's name and address, signature of the owner or owner's duly authorized agent, the surveyor's name, the names of existing and proposed adjoining subdivisions or property owners, the names of the township, county, and state in which the development is located, the date of preparation, and the zoning classification of the tract to be developed and of adjoining properties.
2. Boundaries of tract shown with bearings, distances, and closures and the location within the area, or contiguous to it, of any existing streets, railroad lines, water courses, wetlands, easements, bridges, or other significant features of the tract.
3. Scale in feet denoted both graphically and numerically with north arrow and declination.
4. A sketch vicinity map at a scale no smaller than 1 inch equals 1,200 feet showing the relationship between the proposed subdivision and surrounding area.
5. Existing topography and finish grading with contours drawn at two (2) foot intervals. This requirement may be waived for developments smaller than one acre or where insufficient topographic changes warrant such information. **Detailed grading shall be provided with adequate spot elevations to properly demonstrate ADA compliance for proposed sidewalks, handicap ramps, accessible routes, as well as proper slopes for proposed streets.**
6. Corporate limits and extra-territorial jurisdiction boundaries (where applicable).
7. The location of proposed buildings, parking and loading areas, streets, alleys, lots, parks or other open spaces, reservations (i.e. school sites), property lines and building setback lines with street dimensions, tentative lot dimensions, and the location of any building restriction areas (i.e. flood hazard areas, watershed protection districts, and/or jurisdictional wetlands).

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager

DATE: 5/28/2024

SUBJECT: Public Hearing on the proposed budget for FY 2024-2025 - Mark Biberdorf, Town Manager.



Background:

Recommendation:

Attachments:

1. MemoToCouncil - Budget ordinance & public hearing.5.28.2024
2. Budget Ordinance for FY 24-25

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager

COPY TO: Heather Taylor, Assistant Town Manager

DATE: May 28, 2024

SUBJECT: Public Hearing and Approval of Budget Ordinance

The required public hearing for presentation of the recommended budget for FY 2024-2025 will be held at this meeting. The budget ordinance that you will be asked to approve after the public hearing is attached for your review.

If you should have any questions regarding the budget, please feel free to contact me.

MEB/meb

Attachment

***TOWN OF FLETCHER
BUDGET ORDINANCE
FISCAL YEAR 2024-2025***

BE IT ORDAINED by the Town Council of the Town of Fletcher, North Carolina, this 10th day of June 2024 at a Regular Meeting that the following fund revenues and departmental expenditures together with certain restrictions and authorizations are adopted:

SECTION I. GENERAL FUND

1. Revenues Anticipated:

Current Taxes	\$4,853,833
Motor Vehicle	280,969
2023 Taxes & Prior Years	10,000
Tax Interest	8,000
Tax Advertising	1,000
Interest on Investments	305,000
Powell Bill Interest	1,100
Misc Revenue	10,000
Utilities Sales Tax	750,105
Beer & Wine Tax	32,000
Cable Franchise	45,767
Powell Bill	237,000
Local Sales Tax	2,455,999
Recreational Activities	115,000
Business Registration Fee	7,900
Land Use Permits	7,000
ABC Law Enforcement	12,100
Sale of Fixed Assets	20,000
Lease Revenue	10,000
Concession Stand	2,250
ABC Distribution	300,000
Police Revenue	2,500
Memorial Golf Tournament	6,500
Disposal Tax	6,500
Community Park Development	750
Appropriated Fund Balance	248,252

TOTAL GENERAL FUND REVENUES: \$9,729,525

2. General Fund Expenditures Authorized By Department:

GENERAL GOVERNMENT

Governing Board	\$ 56,914
Administration	767,700
Professional Services	266,495
Recreation	778,178
Planning	205,240
Information Technology	271,220
Total	\$ 2,345,747

PUBLIC SAFETY

Police	\$ 2,269,414
Fletcher Fire and Rescue	1,831,239
Mills River Fire and Rescue	26,888
Total	\$ 4,127,541

PUBLIC WORKS/FACILITIES

Town Facilities	\$ 156,094
Public Works	1,579,443
Powell Bill	237,000
Total	\$ 1,972,537

CAPITAL IMPROVEMENT FUND

Capital Improvements Fund	\$ 1,283,700
Total	\$ 1,283,700

TOTAL GENERAL FUND EXPENDITURES: \$9,729,525

SECTION II. TAX RATE ESTABLISHED

An Ad Valorem Tax rate of \$0.28 per \$100 at full valuation is the official tax rate for the Town of Fletcher for the fiscal year 2024/2025. This rate is based on the total valuation of \$1,852,381,947 at an estimated rate of collection of 99%. The tax rate for the prior fiscal year was \$.28.

SECTION III. SPECIAL AUTHORIZATION-BUDGET/FINANCE OFFICER

The budget/finance officer shall be authorized to reallocate departmental appropriations among the various objects of expenditures, as he/she believes necessary.

SECTION IV. RESTRICTION- BUDGET OFFICER

The budget officer shall be authorized to appropriate any federal funds in accordance with Federal and State Regulations.

SECTION V. UTILIZATION OF BUDGET AND BUDGET ORDINANCE

This ordinance and the budget document shall be the basis of the financial plan for the Town of Fletcher during the 2024/2025 fiscal year. The budget officer shall administer the budget and shall insure that operations officials are provided guidance and sufficient details to implement their appropriate portion of the budget. The accounting section shall establish records, which are in consonance with the budget and this ordinance and the appropriate statutes of the State of North Carolina.

SECTION VI. AUTHORIZATIONS AND RESTRICTIONS ON THE BUDGET OFFICER

Interfund Transfers, not established in the budget document, may be accomplished only with prior authorization from the Board.

the Copies of this Budget Ordinance shall be furnished to the Clerk to the Governing Board and to Finance Director to be kept on file by them for direction in the disbursement of funds.

and This Ordinance shall be and the same hereby is effective for the period beginning July 1, 2024 ending June 30, 2025.

I move the adoption of the foregoing ordinance: _____

Seconded By: _____

Read, approved and adopted this the 10th day of June 2024, to become effective the 1st day of July 2024.

Preston Blakely, Mayor

Mark E. Biberdorf, Budget Officer

Attest:

Christine Thompson, Town Clerk

MEMORANDUM

TO: Mayor & Council
FROM: Mark Biberdorf, Town Manager
COPY TO: Heather Taylor, Assistant Town Manager
DATE: 5/29/2024



SUBJECT: Contract discussions with Fletcher Fire & Rescue - Mark Biberdorf, Town Manager

Background:

Recommendation:

Attachments:

1. Memo. Contract Discussions with Fletcher Fire & Rescue
2. Contract draft from Fletcher Fire & Rescue. April 2024
3. Contract draft from Fletcher Town Council. May 2024

MEMORANDUM

TO: Mayor and Town Council

FROM: Mark E. Biberdorf, Town Manager *MEB*

COPY TO: Heather Taylor, Assistant Town Manager

DATE: May 29, 2024

SUBJECT: Contract Discussions with Fletcher Fire & Rescue

In the Town's ongoing discussions with the Fletcher Fire & Rescue Board, several revisions have been considered to the current contract for fire protection services. I have attached for Council's reference the last version of the contract that was sent from the Fire Board in April. I have also attached a highlighted version of the suggested revisions that were sent back from Town Council to the Fire Board for their consideration in May.

The recent feedback from the Fire Board is centering around the following sections of the contract:

- Section 2 – The request for additional funding to support maintaining or increasing the fire rating. The process for determining how this is decided and its impact on funding is still undetermined per the terms of the agreement.
- Section 5 – The process by which public access and input at monthly Fire Board meetings is allowed is still undetermined and not agreed upon by both parties.
- Section 15 – The cost for workers compensation insurance coverage is currently provided by the County through the "Volunteer Safety Workers' Compensation Fund". The Fire Board would like the Town to agree to provide funding for workers compensation coverage in the event the County no longer does.

In light of the above described issues, Council can continue discussions with the Fire Board in one of two ways. You could continue to meet through the previous committee method that was established to discuss a revised agreement. The other way would be to continue to send revisions back and forth with some explanation for the Town's stance on the specific issue. This could also involve closed session discussions as need be for negotiation of sensitive terms or position of the Town.

If you should have any questions regarding this item prior to the Agenda Review meeting, please feel free to contact me.

MEB/meb

Attachments

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

AGREEMENT

THIS AGREEMENT, made and entered into this the first day of July 2024 by and between the TOWN OF FLETCHER, a municipal corporation created by enactment of the General Assembly of North Carolina in 1989, herein after referred to as the “Town” and FLETCHER FIRE AND RESCUE DEPARTMENT, INC. a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Fire Department”,

WITNESSETH:

The Town agrees to pay for fire protection and emergency medical service at the basic EMT level to be provided by the Fire Department and the Fire Department agrees to furnish to the Town fire protection and EMT level service of all properties lying in the municipal fire district (hereinafter also referred to as “territory”), upon the following terms and conditions:

1. This Agreement shall be valid for a term of three (3) years, beginning the date of this agreement, and may be extended for an additional term of the same number of years upon written consent of both the Town and Fire Department.
2. The Town shall pay to the Fire Department a contracted sum which is to be as determined annually by the Fletcher Town Council. The Fire Department may request additional funding for the purpose of maintaining or increasing the fire rating as required by the Town beyond the contracted sum; however, such requests shall be negotiated prior to the Town’s annual budget adoption. If additional funding is denied; the Town will forego the requirement for maintaining the current fire rating. The Town shall pay one twelfth of the contracted sum on or before the fifteenth (15) day of each month. The June payment shall include all the remaining monies due to June 30 of each contract year.
3. The Fire Department shall provide fire and emergency medical service at the basic EMT level annually. No other contracts shall hereafter be agreed upon for fire protection and basic EMT level of services within the municipal fire district without notifying and negotiating with the Fletcher Fire and Rescue Department. Written notice of termination by either party shall not be less than one (1) year prior to the end of the current contract. The written notification shall show just cause for the termination.

The Fire Department shall strive to obtain and keep in proper repair all necessary equipment and associated trained and qualified firefighters as may be required to maintain; the Fire Department's minimum staffing policy and current fire rating or better for the territory covered by the Fire Department.

4. The Town may appoint a qualified Town Employee or CPA firm representative to inspect all books and accounts for the Fire Department at any time with prior notice during normal business hours Monday thru Friday of each week. It is further agreed that the Fire Department will present the Town with an annual audit and accompanying management letter prepared by a CPA which shall be in conformity with generally accepted accounting principles. (GAAP). Audit shall be turned into the Town Manager by December 31 of each year.

In event that the audit or management letter reveals a reportable and/or material issue(s) regarding compliance with generally accepted accounting principles, the Fire Department shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each issue and shall provide quarterly periodic reports to the Town on progress made in resolution of each issue.

Should the Fire Department fail to submit its audit report to the Town by the designated time, the Town may suspend all funds immediately until the audit is delivered as set forth above. The Fire Department may request, and the Town may approve, a reasonable submittal extension if the Fire Department is unable to deliver the audit for reasons beyond the control of the Fire Department or the Fire Department's auditor.

5. The Fire Department and the Town agree that public notice of a Board of Directors meeting called during a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and, therefore, not required.

6. The Fire Department shall present to the Town during the month of March of each contract year a proposed "Draft" budget for the provision of fire and EMT medical services in the Town, and is presumed to be preliminary with the understandings, that it may require modification prior to final adoptions. It is understood that the final adopted budget may not be adopted until the third week of June annually.

7. The Fire Department shall use the Town's funds subject to this Agreement in accordance with the adopted "Annual Fire Department Budget" apart from future budget amendments approved by the Board of Directors.

- a. The Fire Department agrees to utilize and follow their purchasing policy set by the Fire Department.
- b. The Fire Department and the Town agree that, in the event of a bona fide emergency, the Fire Department may proceed with emergency purchases without seeking formal or informal bids as described herein.

8. Because of the Fire Department's reliance on public funds for its operations, the public has a continuing interest in the Fire Department's current Fund Balance and Reserves. The Board of Directors shall establish a Fund Balance Policy, which will be reviewed and adjusted annually as needed to comply with current the Fund Balance Policy. Specific balances of individual funds shall be as determined by review and a needs assessment annually by the Board of Directors

9. If the Town determines that the Fire Department has failed to render the fire protection or other emergency services to the district as provided in this agreement (e.g. emergency calls unanswered), then the Town shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the Town, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of their responsibility to provide fire protection and other emergency services in a manner otherwise consistent with the terms of this agreement.

10. In the event that the Fire Department's Board of Directors determines that the Fire Department is unable to reliably deliver the services described herein, for any reason or no reason, the Fire Department's Board of Directors shall immediately so notify the Town, at which time the Town is authorized to use such Fire Department facility and equipment located at 49 East Fanning Bridge as are necessary to maintain the delivery of fire and other emergency services in the district.

11. In the event of a liquidation or dissolution of the Fire Department pursuant to cessation of services or action by the Fire Department's Board of Directors, all equipment, assets and real property owned by the Fire Department located at 49 East Fanning Bridge, shall be assigned or transferred by actions of the Board of Directors in accordance with current NC State Statutes for nonprofit organizations.

12. The Fire Department shall continuously comply with its Corporation By-Laws set by their Board of Directors. The Fire Department shall comply with the requirements of the Office of State Fire Marshal as well as provisions of Department of Insurance, as some may be updated, amended, or replaced from time to time. Cases in which the Fire Department loses or receives a reduced rating will be examined by the Town and County Department of Emergency Services.

13. If for any reason the current insurance rating is revoked by the North Carolina Fire Insurance Rating Bureau, the Fletcher Town Council shall review the reasoning for such revocation. If it is found; that the actions of or lack of actions by the Fire Department was solely responsible for the rating reduction, the Town Council shall give the Fire Department one (1) year to reinstate the current rating.

14. The Fire Department shall be an independent contractor in performing its functions under this contract. The Fire Department shall take all actions as required to maintain its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes.

15. The Fire Department shall always maintain and keep in full force and effect during this contract or any extension hereof; adequate liability insurance on all of its buildings, apparatus, and equipment. Presently, Henderson County provides workers compensation coverage for Fletcher Fire and Rescue Department, Inc. through the "Volunteer Safety Workers' Compensation Fund" at no cost to the department. The Town agrees to provide proportionate additional funding to provide workers compensation insurance for all staff in the event Henderson County changes this policy.

16. The Town shall be free from all liabilities incurred in connection with the functioning of the Fire Department in any manner. The Town shall be free from all claims and liabilities for any damages, injuries, or accidents resulting from the execution of the Fire Department of its duties.

17. It is understood and agreed by the parties hereto that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such jurisdiction shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect.

18. The Fire Department shall appoint the Fire Chief for the fire district. Henderson County shall appoint a Fire Marshall who is responsible for all fire inspections within the municipal limits. If the Fire Chief is replaced during this contract, a new fire chief shall be appointed by the Fire Department.

19. The Town shall appoint a representative to serve as a liaison representative between the Town and the Fire Department. The Fletcher Fire and Rescue Board of Directors may appoint this liaison representative as a member of the Board of Directors.

20. The Town will be notified of vacancies of the Board of Directors and the Department will entertain applications or recommendations from the Town of individuals interested in serving on the Board.

21. If for any reason there is an impasse in the interpretation of this contract between the Town and the Fire Department both parties agree to have a qualified impartial mediator to help solve the impasse.

22. All Directors shall be appointed and elected by the current seated Directors of the corporation as per the original "Articles of Incorporation".

23. This contract shall become null and void, if for any reason, Fletcher Fire & Rescue Station 1 located at 49 East Fanning Bridge is re-located outside the boundaries of the town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the day and year first above written.

TOWN OF FLETCHER

BY: _____

Preston Blakely – Mayor

BY: _____

Sheila Franklin - Mayor Pro-Tem

FLETCHER FIRE AND RESCUE DEPT., INC

OFFICERS

BY: _____

Billy Wilson, President

BY: _____

Vacant, Vice President

BY: _____

Jacque Fogel, Secretary

BY: _____

Hugh Clark, Treasurer

**STATE OF NORTH CAROLINA
COUNTY OF HENDERSON**

AGREEMENT

THIS AGREEMENT, made and entered into this the first day of July 2024 by and between the TOWN OF FLETCHER, a municipal corporation created by enactment of the General Assembly of North Carolina in 1989, herein after referred to as the “Town” and FLETCHER FIRE AND RESCUE DEPARTMENT, INC. a non-profit corporation organized and existing under the laws of the State of North Carolina, hereinafter referred to as the “Fire Department”,

WITNESSETH:

The Town agrees to pay for fire protection and emergency medical service at the basic EMT level to be provided by the Fire Department and the Fire Department agrees to furnish to the Town fire protection and EMT level service of all properties lying in the municipal fire district (hereinafter also referred to as “territory”), upon the following terms and conditions:

1. This Agreement shall be valid for a term of three (3) years, beginning the date of this agreement, and may be extended for an additional term of the same number of years upon written consent of both the Town and Fire Department.
2. The Town shall pay to the Fire Department a contracted sum which is to be as determined annually by the Fletcher Town Council. The Fire Department may request additional funding ~~for the purpose of maintaining or increasing the fire rating as required by the Town~~ beyond the contracted sum; however, such requests shall be negotiated prior to the Town’s annual budget adoption. ~~If additional funding is denied, the Town will forego the requirement for maintaining the current fire rating.~~ The Town shall pay one twelfth of the contracted sum on or before the fifteenth (15) day of each month. The June payment shall include all the remaining monies due to June 30 of each contract year.
3. The Fire Department shall provide fire and emergency medical service at the basic EMT level annually. No other contracts shall hereafter be agreed upon for fire protection and basic EMT level of services within the municipal fire district without notifying and negotiating with the Fletcher Fire and Rescue Department. Written notice of termination by either party shall not be less than one (1) year prior to the end of the current contract. The written notification shall show just cause for the termination.

The Fire Department shall strive to obtain and keep in proper repair all necessary equipment and associated trained and qualified firefighters as may be required to maintain; the Fire Department's minimum staffing policy and current fire rating or better for the territory covered by the Fire Department.

4. The Town *may* appoint a qualified Town Employee or CPA firm representative to inspect all books and accounts for the Fire Department at any time with prior notice during normal business hours Monday thru Friday of each week. It is further agreed that the Fire Department will present the Town with an annual audit and accompanying management letter prepared by a CPA which shall be in conformity with generally accepted accounting principles. (GAAP). Audit shall be turned into the Town Manager by December 31 of each year.

In event that the audit or management letter reveals a reportable and/or material issue(s) regarding compliance with generally accepted accounting principles, the Fire Department shall provide a written statement that contains an explanation of each such issue and an action plan (with implementation timetable) for resolving each issue and shall provide quarterly periodic reports to the Town on progress made in resolution of each issue.

Should the Fire Department fail to submit its audit report to the Town by the designated time, the Town may suspend all funds immediately until the audit is delivered as set forth above. The Fire Department may request, and the Town may approve, a reasonable submittal extension if the Fire Department is unable to deliver the audit for reasons beyond the control of the Fire Department or the Fire Department's auditor.

5. The Fire Department and the Town agree that public notice of a Board of Directors meeting called during a declared disaster or emergency to make decisions required to respond to that disaster or emergency is not practical, and, therefore, not required. *The Fire Department and the Town also agree that the public is invited to attend any regularly called meeting and bring forth any concern or complaint that they feel necessary for the Fire Department to hear.*

6. The Fire Department shall present to the Town during the month of March of each contract year a proposed "Draft" budget for the provision of fire and EMT medical services in the Town, and is presumed to be preliminary with the understandings, that it may require modification prior to final adoptions. It is understood that the final adopted budget may not be adopted until the third week of June annually.

7. The Fire Department shall use the Town's funds subject to this Agreement in accordance with the adopted "Annual Fire Department Budget" apart from future budget amendments approved by the Board of Directors.

- a. The Fire Department agrees to utilize and follow their purchasing policy set by the Fire Department.

- b. The Fire Department and the Town agree that, in the event of a bona fide emergency, the Fire Department may proceed with emergency purchases without seeking formal or informal bids as described herein.

8. Because of the Fire Department's reliance on public funds for its operations, the public has a continuing interest in the Fire Department's current Fund Balance and Reserves. The Board of Directors shall establish a Fund Balance Policy, which will be reviewed and adjusted annually as needed to comply with *the current* Fund Balance Policy. Specific balances of individual funds shall be as determined by review and a needs assessment annually by the Board of Directors

9. If the Town determines that the Fire Department has failed to render the fire protection or other emergency services to the district as provided in this agreement (e.g. emergency calls unanswered), then the Town shall give the Fire Department ninety (90) days advance written notice that the funds allocated are subject to suspension. If during the said ninety (90) day period, the Fire Department makes improvements satisfactory to the Town, no suspension shall occur. During the ninety (90) day period, the Fire Department is not relieved of their responsibility to provide fire protection and other emergency services in a manner otherwise consistent with the terms of this agreement.

10. In the event that the Fire Department's Board of Directors determines that the Fire Department is unable to reliably deliver the services described herein, for any reason or no reason, the Fire Department's Board of Directors shall immediately so notify the Town, at which time the Town is authorized to use such Fire Department facility and equipment located at 49 East Fanning Bridge as are necessary to maintain the delivery of fire and other emergency services in the district.

11. In the event of a liquidation or dissolution of the Fire Department pursuant to cessation of services or action by the Fire Department's Board of Directors, all equipment, assets and real property owned by the Fire Department located at 49 East Fanning Bridge, shall be assigned or transferred by actions of the Board of Directors in accordance with current NC State Statutes for nonprofit organizations.

12. The Fire Department shall continuously comply with its Corporation By-Laws set by their Board of Directors. The Fire Department shall comply with the requirements of the Office of State Fire Marshal as well as provisions of Department of Insurance, as some may be updated, amended, or replaced from time to time. Cases in which the Fire Department loses or receives a reduced rating will be examined by the Town and County Department of Emergency Services.

13. If for any reason the current insurance rating is revoked by the North Carolina Fire Insurance Rating Bureau, the Fletcher Town Council shall review the reasoning for such revocation. If it is found; that the actions of or lack of actions by the Fire

Department was solely responsible for the rating reduction, the Town Council shall give the Fire Department one (1) year to reinstate the current rating.

14. The Fire Department shall be an independent contractor in performing its functions under this contract. The Fire Department shall take all actions as required to maintain its present nonprofit corporation status pursuant to Chapter 55A of the North Carolina General Statutes.

15. The Fire Department shall always maintain and keep in full force and effect during this contract or any extension hereof; adequate liability insurance on all of its buildings, apparatus, and equipment. Presently, Henderson County provides workers compensation coverage for Fletcher Fire and Rescue Department, Inc. through the "Volunteer Safety Workers' Compensation Fund" at no cost to the department. ~~The Town agrees to provide proportionate additional funding to provide workers compensation insurance for all staff in the event Henderson County changes this policy.~~

16. The Town shall be free from all liabilities incurred in connection with the functioning of the Fire Department in any manner. The Town shall be free from all claims and liabilities for any damages, injuries, or accidents resulting from the execution of the Fire Department of its duties.

17. It is understood and agreed by the parties hereto that in the event any provision of this contract is determined by a court of competent jurisdiction to be invalid, such jurisdiction shall not be deemed to render other provisions hereof invalid and this contract shall otherwise continue in full force and effect.

18. The Fire Department shall appoint the Fire Chief for the fire district. Henderson County shall appoint a Fire Marshall who is responsible for all fire inspections within the municipal limits. If the Fire Chief is replaced during this contract, a new fire chief shall be appointed by the Fire Department.

19. The Town shall appoint a representative to serve as a liaison representative between the Town and the Fire Department. ~~The Fletcher Fire and Rescue Board of Directors may appoint this liaison representative as a member of the Board of Directors.~~

20. *The Fire Department will maintain a minimum of four (4) Town residents on its Board of Directors.* The Town will be notified of vacancies of the Board of Directors and the Fire Department will entertain applications or recommendations from the Town of individuals interested in serving on the Board.

21. If for any reason there is an impasse in the interpretation of this contract between the Town and the Fire Department both parties agree to have a qualified impartial mediator to help solve the impasse.

22. All Directors shall be appointed and elected by the current seated Directors of the corporation as per the original "Articles of Incorporation".

23. This contract shall become null and void, if for any reason, Fletcher Fire & Rescue Station 1 located at 49 East Fanning Bridge is re-located outside the boundaries of the town.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this the
day and year first above written.

TOWN OF FLETCHER

BY: _____

Preston Blakely – Mayor

BY: _____

Sheila Franklin - Mayor Pro-Tem

FLETCHER FIRE AND RESCUE DEPT., INC

OFFICERS

BY: _____

Billy Wilson, President

BY: _____

Vacant, Vice President

BY: _____

Jacque Fogel, Secretary

BY: _____

Hugh Clark, Treasurer

Administration Monthly Report

Heather Taylor, Assistant Town Manager

May 2024

Assistant Town Manager:

- **Website/Facebook-** continuing to work on updating the Town's website with current Town information. Also trying to post to the Town's Facebook account a couple times a week.
- **Projects-** continuing to monitor our ongoing projects as we near the end of our fiscal year (Powell Bill paving project, police cars, etc.).

Finance:

- **Taxes for 2023-** we have collected approximately 99.64% of taxes levied for 2023 as of 5/29.
- **Business Registration Revenue-** Susan issued the beer and wine permits for those businesses who sell wine/beer on premise.
- **Budgets for 24/25-** Prepared and participated in the budget retreat on Wednesday, May 9. During the month Mark and I also worked on revisions to FY 24/25 budget after the meeting.
- **FY 23/24 Audit-** Auditors will be here on August 5 to complete the testing of controls as well as complete some preliminary audit work. They will return in early October to finish the audit.
- **School of Government Training-** Attended a Zoom class on the new GASB standard 101 in regards to Compensated Absences that will go into effect with the financial statements of FY 24/25 but requires work in advance.

Human Resource:

- **Employment-**

- Full-Time:

- Park Maintenance Supervisor- interviews were held during the month of May, and the position was offered to Butler Taylor. He plans to begin work with the Town on June 10.

- Part-Time/Seasonal:

- P/T Summer Day Camp Counselors- all summer staff have completed the background process, and paperwork and are ready to start camp on 6/3.

- **Wellness-**

- Employee Gym- over 60 hours were spent in the employee wellness gym during May as of 5/29.
 - Blood Pressure Screenings- Offered a blood pressure screening for employees on May 1 and we had six employees take advantage of this wellness activity.

- **Insurance-** Coordinated the renewal for our insurances beginning 6/1/2024.

Monthly Update— May, 2024

Planning & Zoning

Planning Board/ZBA – The Board did not meet in May as no items were submitted that required review. In June, we anticipate discussion regarding potential LDC amendments related to family subdivision and street access requirements.

- Continued day to day issuance of permits, fielded inquiries about potential new developments, and responded to miscellaneous complaints (various complaints involving zoning, solid waste, and/or junked vehicles).
- Continued work on implementation of various minimum measures related to the Town's MS4 Stormwater Permit. Continued discussions and work with Mary Roderick from LOS and Chris Brown from McGill on various aspects of the program. (conducted some required field inspections with Chris on 5/23).
- Participated in discussions with Town Manager and Conserving Carolina on potential grant opportunities related to greenway expansion. Conserving Carolina has completed the initial "connecting communities" grant application and we will be back to talk more with Council about another grant opportunity in July.
- Participated in the monthly TCC meeting (advisory committee to the FBRMPO).
- Participated in a meeting with Town Manager and Fern Leaf to hear about their future plans.
- Issued permits for several small commercial developments. (New Sheetz on Airport Road, part of which is in Buncombe, Engineered Systems Inc, which will locate in the former Blue Ghost property, and a portion of property for new Chipotle, where the majority of the development is on the Asheville side of Airport Road).

**Public Works Department
Monthly Report
May 2024**

Brush Pick Up

Public Works picked up 294 brush orders for a weekly average of 73.5. This produced 288 Cyds of brush which is now being dumped at the Henderson County Landfill at a cost of \$48 per ton.

Vehicles

Service was performed on 10 police cars and 5 Public Works vehicles and 5 Parks & Rec vehicles.

Sanitation

Public Works collected 187.28 tons of garbage for a daily average of 8.51 tons.
Public Works collected 7 white goods.

Equipment

All vehicles and Equipment are up and running at this time.

Streets

Public Works grass mowing is in full swing for all of town property's .

Fletcher Parks & Recreation Department

We held the 22nd Robert G. Parrish, Sr memorial golf tournament at Cummings Cove Golf Club on May 17th. We had 18 teams and 70 players play this year. Our Title sponsor was McGill Associates, and we generated \$3,924.44 from the tournament this year.

Summer Day camp will begin on Monday, June 3rd at the Park. Camp will operate daily Monday-Friday, 7:30am -5:30pm at the Steelcase shelter. We have 50 youth campers & 10 middle school. Josh Queen, our Recreation Program Supervisor runs this program.

Pickleball classes will start on Monday, June 10th at the multi-courts. We have sold out both classes, total of 16 students. We collected \$1,540.00 in registration fees. The classes will run for six weeks on Mondays, 9:30am-11am & 5:30pm-7pm on courts number #3 and # 4 each week.

Butler Taylor will join our Staff as our new Park Maintenance Supervisor. He is joining us for Mission Health, he worked as a landscaper for them. He will start working on Monday, June 10th in his new role at the Park.

We will hold our first summer concert on Saturday, July 13th this year. Tuxedo Junction will be the band, performing music from 6pm -8pm. The concert will be held at Cielo Farm(old golf course) next to the Park. The Taco Boy food truck & Baabals Ice cream will be on site selling food.

Greg Walker, Director