

TOWN OF WEAVERVILLE

REGULAR MEETING AGENDA

**Town Hall Council Chambers
30 South Main Street
Weaverville, N.C. 28787**

**April 16, 2018 at 7:00pm
Town Council Regularly Scheduled Monthly Meeting**

- 1. **Call to Order** Mayor Root
- 2. **Approval / Adjustments to the Agenda** Mayor Root
- 3. **Approval of Minutes** Mayor Root
 - A. March 13, 2018 Town Council Special-Called/Budget Workshop Minutes
 - B. March 19, 2018 Town Council Special-Called Meeting Minutes
 - C. March 19, 2018 Town Council Regular Meeting Minutes
- 4. **General Public Comments**
- 5. **Discussion & Action Items:**
 - A. Water System Development Fees Dennie Martin,
Town Attorney
 - B. Land of Sky Regional Council Update Justin Hembree
 - C. Amendments to Personnel Policy: Organization of Personnel System, Conditions of
Employment, Records and Reports, Harassment Policy, Travel Policy Town Attorney
Town Manager
 - D. Weaverville Townhomes: Amendment to Water Commitment & Initial Consideration of
Conditional Zoning District Public Works Director
Planning Director
 - E. Selection of Audit Firm Finance Director
 - F. Finance Quarterly Report (includes monthly tax report) Finance Director
 - G. Planning Quarterly Report Planning Director
 - H. Presentation of Initial Draft Budget Town Manager
- 6. **Town Manager's Report** Town Manager
- 7. **Adjournment** Mayor Root



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Budget Workshop
Tuesday, March 13, 2018**

The Town Council for the Town of Weaverville met for a Special Called Meeting on Tuesday, March 13, 2018, at 6:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilman John Penley, Councilwoman Dottie Sherrill, Councilman Doug Jackson, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, Finance Officer Tonya Dozier and Public Works Director Dale Pennell.

1. Call to Order

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

2. Background

Town Manager Selena Coffey opened the meeting by giving an overview of the Town's background on taxes. Currently, the Town's tax collection rate is 97.23% based on the current tax rate of \$0.38 per \$100 valuation. The Town's tax history, which is shown by a chart in the power point, shows that the current tax rate is lower now than in 2014. This chart is attached in the power point.

3. General Fund Revenue/ Expenditures

Town Manager Selena Coffey covered the General Fund FY 2018 Projections compared to the FY 2018 budget, which strongly rely on the revaluation by Buncombe County. Some of the major revenue sources are projected to be lower and higher than budgeted for, but the good thing is after calculating them all up the Town is still in the positive. She mentioned that the Town has over \$3 million in available Fund Balance after Council's fund balance policy of 40%, which is more than double the amount targeted for by Town Council. Some of the main expenditures that Town Manager Coffey highlighted were an increase in health insurance, \$150,000 budgeted for three additional firefighters, \$300,000 budgeted for year 3 of the Streets Improvement Plan, Greenways match of \$60,000 re-appropriated to FY2019 and capital equipment of \$216,900 from departmental requests. The whole list of General Fund revenues and expenditures is on the attached power point.

4. Water Fund Revenue/ Expenditures

Town Manager Selena Coffey covered the Water Fund FY 2018 Projections compared to the FY 2018 budget. All of the major revenue sources for the water fund that are projected to be higher than budgeted for are water revenue, water tap revenue and capacity depletion fees. There will also be revenue from system development fees listed on here, but it hasn't been approved yet. The key expenditures that the Town Manager highlighted were increase in health insurance, security upgrades and capital requests of \$362,100 from departmental requests.

5. Considerations

Town Manager Selena Coffey highlighted some considerations that the Mayor and Town Council need to keep in mind going forward. The considerations were 1.) Updating the comprehensive land use plan, whether in-house or to hire a consultant and when it will be completed, 2.) Costs of the community center project, 3.) The former bus garage needs to replace the roof and lighting, but she doesn't want to budget for this if we are going to sell the property, 4.) Expansion of the water plant, 5.) Strategic Plan implications and 6.) Recreation Master Plan adoption implications. She asked Council to think of some action steps to give her direction to which way they want to go moving forward.

6. Questions/ Discussion

Councilman Jackson mentioned that updating the land use comprehensive plan should go together with the strategic plan and recreation master plan.

Councilman Nagle commented about the annual financial audit by Gould Killian and was disturbed when they said they wouldn't be able to find fraud. He wants Council to consider if the Town should do a more in-depth audit.

Mayor Root noted that since the available fund balance is over the targeted amount, Council may want to look at using this for an investment on the water plant expansion and community center.

Councilman Jackson asked about the process of applying for grants and asked if we might be missing some opportunities.

Town Manager Coffey asked Council what they felt was the best decision for the old bus garage.

Councilman Nagle commented that we should look to see how much we can sell it for, but it needs to be more than the appraisal and cover the cost for another storage building.

7. Next Steps

Town Manager Selena Coffey mentioned that the next step in the budget process will be to give an initial draft budget presentation to Town Council on April 16 at 7 pm at the Town Council meeting. The next budget workshop is scheduled for April 23 at 6pm in the Training Room at the Weaverville Fire Department.

8. Adjournment

Councilwoman Sherrill made the motion to adjourn; Councilman Penley seconded and all voted to adjourn the Council's meeting at 7:20 p.m.

Derek K. Huninghake, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Monday, March 19, 2018**

The Town Council for the Town of Weaverville met for a Special-Called meeting on Monday, March 19, 2018, at 6:15 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilman John Penley, Councilwoman Dottie Sherrill, Councilman Doug Jackson, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present were: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, Finance Officer Tonya Dozier, Public Works Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

Mayor Al Root called the meeting to order at 6:15 p.m.

2. Public Hearing on Text Amendments: Additional Standards for Accessory Structures and Storage Containers

Councilwoman Sherrill made the motion to enter into public hearing; Councilman Penley seconded and all voted in favor of opening the public hearing.

Town Planner James Eller reminded Town Council that back in November, they asked staff to research the possibility of setting regulations that could prohibit the use of storage containers as an accessory structure within residential zoning districts. Over the course of the last three Planning and Zoning meetings, they have created regulations that will stay consistent with the Town's Comprehensive Plan and protect residential communities within the Town by providing location, bulk and height restrictions on accessory structures within residential districts. After a unanimous vote by the Planning and Zoning Board, they are passing along this proposal to Town Council for adoption. Town Planner James Eller noted that this public hearing has been advertised in accordance to state statute.

There were no citizens present that wished to make any comment during the public hearing.

Councilwoman Sherrill made the motion to close the public hearing; Councilman Jackson seconded and all voted in favor of closing the public hearing.

3. Recess

Mayor Root recessed the meeting until 6:30 pm

4. Reconvene/ Call to Order

Mayor Root called the meeting back to order at 6:30 pm and made the motion to open the public hearing.

5. Public Hearing on Text Amendments: Mobile Food Vendors

Town Planner James Eller gave a brief summary about how they had gotten to this point. In December 2017, staff received an application from Eluvium Brewing Company for a zoning text amendment which called for the reduction in footage a mobile food vendor may be placed adjacent to an existing residential structure within a residential zoning district and the elimination of a requisite special event permit for any mobile food vendor to be placed in the C-1 Zoning District. On January 2, 2018, the Planning and Zoning Board reviewed this application and felt the issues such as parking, permitting, hours of operation and access to restrooms should be addressed in order for mobile food vendors to be considered in the C-1 Zoning District and asked staff to craft language reflective of their concerns. On February 6, 2018, the Board again reviewed the aforementioned application which was submitted for their consideration again, in conjunction with additional language crafted by staff that proposed food vendors be 150 feet from any primary residential structure, hours of operation shall be consistent with the principal building and in no instance shall such hours exceed 7am – 11pm, a zoning permit is required for each parcel with proposes to establish a mobile food vendor and in no instance shall a mobile food vendor be permitted to be the primary or principal use of a parcel of land. The Planning and Zoning Board are passing this recommendation along, with their unanimous vote, to Town Council for approval of the amendments to Town Code related to the regulation of mobile food vendors.

Town Planner James Eller noted that this public hearing has been advertised in accordance to state statute.

Public Comment

Doug Keen, 47 Brown St, commented that he is in favor of food trucks. He and his wife moved here two years ago for the availability to walk everywhere and the developing of fine restaurants.

John Chase, 151 South Main St., commented that he is in favor of food trucks and believes the provisions laid out will eliminate any parking or other issues.

Charlotte and Tom Destino, 2 Orchard Place, both commented in favor of the proposal. She believes bringing smaller businesses into Town is great and that is what she loves about Weaverville.

Chris Tomsic, 81 Chickwood Trail, commented in favor of the proposal and believes more competition is good competition. It will also keep more citizens in town with the variety of food, instead of going elsewhere.

Beth Mangum, 7 South College St., commented in favor of the proposal and believes the ordinance is well conceived and gives careful consideration of zoning issues.

Angie Lamoree, 32 North Main St., commented in favor of the proposal and thinks it's a great opportunity to embrace the growth in our Town. She expresses support for anyone that wants to bring more value and taxes to the Town.

Fian Arroyo, 2 South College St., commented in favor of the proposal and thinks it is a great thing for the Town of Weaverville.

Kimberly Young, 30 North Main St., commented in favor of the proposal and mentioned that she moved her business downtown because of the diversity in businesses and food.

Judy Glicken, 26 North Main St., did not offer any public comment.

Mitch Mull, 142 Reems Creek Rd., commented in favor of the proposal and thinks there needs to be more food competition in Weaverville.

Jon Varner, 11 Florida Avenue, thanked the Planning and Zoning Board and staff for all their help on this request and creating provisions to give mobile food trucks the possibility to operate in Weaverville. He hopes that they can come to a resolution that benefits everyone because food trucks have a large following so it will increase traffic in Weaverville and potentially make more businesses more money.

Dawn Chitwood, 11 Meadowview Terrace, commented in favor of the proposal and thinks it will only stimulate businesses. She hopes to be a future business owner in Weaverville.

Catherine Cordell, 13 Hamburg Drive, commented in favor of the food truck amendment. She grew up in Weaverville, so she has witnessed all the change and thinks it is amazing that Weaverville welcomed all those new businesses. She is proud that Mr. Warner chose here to open his business and hopes that we support them.

Ben Moore, 9 Katies Ridge Drive, commented in favor of the proposal. He noted that he was not a resident of Weaverville, but thinks this will help bring more people to the Town of Weaverville.

Jim Mayo, 6 North Valley Drive, commented in favor of the proposal. He noted that he was not a resident of Weaverville, but he comes here a lot and thinks a food truck will add to the diversity and increase business.

Alan Sheppard, 100 Central Avenue, commented in favor of the proposal and mentioned that the property will have 44 spaces in the back and keep the ones already in the front, so parking shouldn't be an issue.

6. Recess of Public Hearing and Adjournment of Meeting

At 6:57 pm, Mayor Root recessed the public hearing to be reconvened at the Regular Scheduled Meeting at 7 pm and adjourned the special called meeting.

Derek K. Huninghake, Town Clerk

DRAFT



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Regular Meeting
Monday, March 19, 2018**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, March 19, 2018, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilman John Penley, Councilwoman Dottie Sherrill, Councilman Doug Jackson, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, Finance Officer Tonya Dozier, Public Works Director Dale Pennell and Water Treatment Plant Supervisor Trent Duncan.

1. Call to Order

Mayor Al Root called the meeting to order at 7:02 p.m.

2. Reconvene Public Hearing on Text Amendments: Mobile Food Vendors

Mayor Root opened the public hearing on Mobile Food Vendors that was continued from the Special-called meeting on March 19, 2018 to the regular scheduled meeting.

Public Hearing comments continued:

Leslie Osborne, 9 Reeves St, commented in favor of the food truck proposal. She owned a restaurant here for 10 years and wishes there would have been other restaurants at that time to help draw other business to them. This will help the Town of Weaverville bring in more taxes and make them more valuable.

Barbara and Jay Schauer, 47 Alabama Avenue, both commented in favor of the proposal. She owns the yoga studio across from Eluvium brewery and loves seeing everyone gather at the brewery to socialize, but its missing food. She always notices all the food delivery trucks that come through the alley for deliveries and believes having food trucks will be more convenient, since they will only operate during specific hours and not be a permanent structure.

Heather and John Gooding, 53 Weaver View Circle, both commented in favor of the proposal. They love going to Eluvium and think a food truck would be a perfect fit for the brewery and Town.

Councilman Fitzsimmons made the motion to close the public hearing; Councilman Penley seconded and all voted in favor of closing the public hearing.

3. Moment of Silence

Mayor Root called for a Moment of Silence for former Town of Weaverville Attorney, Rebecca Rhinehart, who passed away recently.

4. Approval/Adjustments to the Agenda

Town Manager Selena Coffey asked to revise Consent Agenda item H (Appointment to the MPO Board) to reflect Councilwoman Dottie Sherrill, instead of Councilman Andrew Nagle.

Councilman Nagle asked Council to move Discussion and Action item C (Action on Amendments to Code of Ordinances concerning Mobile Food Vendors) to item A.

Councilman Nagle made a motion to approve the aforementioned agenda as amended. Councilman Fitzsimmons seconded and all voted in favor of the motion.

5. Approval of Minutes

Councilman Penley made the motion to approve the minutes from February 3, 2018 Town Council Special-called meeting, February 26, 2018 Town Council Special-called meeting, February 26, 2018 Town Council meeting, and February 27, 2018 Town Council Special-called meeting as presented. Councilman Nagle seconded the motion and all voted in favor on the approval of the minutes.

6. Consent Agenda

Councilman Jackson motioned for the approval of the consent agenda. Councilman Nagle seconded the motion and all voted unanimously to approve all action requested in the consent agenda.

- A. Approval of Rules of Procedure for Planning and Zoning Board** – *Approved Rules of Procedure adopted by the Planning and Zoning Board on March 6, 2018*
- B. Proclamation Recognizing April 3, 2018 as National Service Day**
- C. Monthly Tax Report**– *Information only*
- D. Tax Release** – *Approved tax release of \$14,500 in valuation from Lakeside Meadows Homeowners Association, Inc. property identified as PIN 9742-15-3416 for 2017, so \$56.62 can be released from 2017 levy.*
- E. Road Closure Ordinances for July 4th Celebration and Music on Main Events** – *Approval of Road Closure Ordinances for July 4th Celebration and Music on Main event on June 23, 2018*
- F. Resolution Appointing the Mayor and Town Council as the Tree Board** – *Adopted the Resolution Establishing the Mayor and Town Council as the Tree Board for the Town of Weaverville*
- G. Proclamations concerning Arbor Day and Earth Day** – *Adopted Proclamations recognizing Earth Day on April 22, 2018 and Arbor Day on April 27, 2018*
- H. Appointment to the MPO Board** – *Appointed Councilwoman Dottie Sherrill as the Town of Weaverville representative on the French Broad River Metropolitan Planning Organization and Transportation Advisory Committee with her term beginning immediately.*

7. Community & Employee Recognition

- A. National Service Day Proclamation Presentation to Richard Lee**
- B. Firefighter Dustin Thompson** – *Town Manager Selena Coffey recognized Firefighter Dustin Thompson for his commitment to child passenger safety and dedication and care in showing parents and caregivers the proper use and installation of child seats. Town Manager Coffey presented him with an award from “WNC Safe Kids”.*

8. General Public Comment

Public comments were received as follows:

Donna Bollinger, Kyfields, commented that she didn't know about the meeting on February 27, 2018 when the consultant came in to speak with the community. She brought up the UDO from 2013 when the Town wanted to have Alabama street into commercial. She hopes the consultant was just fishing because some proposals are reincarnation of the UDO, which would require zoning changes and she doesn't think it's fair to change zoning where someone bought their home.

Thomas Veasey, 69 Lakeshore Drive, mentioned that he was late to the public hearing and is in favor of the food truck amendment. He just wants it to stay restricted and under control. Also, he mentioned that he was in favor of the Water Leak Protection Program discussed at last Town Council meeting.

9. Discussion and Action Items

A. Action on Amendments to Code of Ordinances concerning Mobile Food Vendors

Town Planner James Eller gave a recap from the earlier public hearing that Town Council is being asked to consider a set of additional standards placed on land use of mobile food vendor in C-1 zoning district, which is in downtown Weaverville.

Councilman Nagle mentioned that he had two concerns: 1) don't allow the food truck to be a permanent establishment (i.e. Squealing Pig) and 2) see a fee schedule in advance before proposal passed. He added that the food truck won't just be at the brewery, it will be allowed in multiple locations.

Town Planner Eller answered that the Town can't limit the number of food trucks permitted legally and these regulations would apply to the entire jurisdiction in C-1, C-2 and I-1. The main general restrictions that are being proposed are: 1) changing the feet requirement from any primary residential structure to 150, instead of 200 ft and 2) the hours of operation shall be consistent with hours of operation of the principal building, but in no instance shall such hours exceed 7 am to 11 pm, instead of 7 am to 10pm. Mr. Eller also mentioned that the fee schedule allows for \$100 a year.

Chairman Doug Theroux mentioned that there is already an ordinance in place allowing for mobile food vendors, these are changes to the text amendments. The health department makes it mandatory for the food vendor to go back to the commissary every night and the permit will specify the amount and a designated time frame.

Councilman Jackson commented that he would like to see the temporary use terms and permit fees written out before he votes on this proposal.

Town Planner James Eller mentioned that these permits will be issued annually and to the site, and there does exist a mechanism within the current schedule of fees to address this as temporary use.

Mayor Root asked Town Attorney Jackson, if Council has a concern about this issue if they could direct it within the fee schedule to have a per day fee and annual permitting.

Town Attorney Jennifer Jackson commented that Council could do this with an amendment to the fee schedule. However, this amendment is to the Town's zoning ordinance that would expand the use of mobile food vendors to be in C-1, outside of a special event permit. If the applicant meets all the additional standards then they would be issued a permit. It would be a zoning permit that the Town Planner could put any specific details on about what is allowed and not.

Councilman Jackson commented that he would like to know the number of days allowed in the permit to be considered temporary use and if it is possible to set a daily fee. Chairman Theroux mentioned that having daily fees would be real hard to keep track of, but the Town could put in the annual permit how many days the food trucks could operate like 180 days.

Mayor Root asked Town Attorney Jennifer Jackson if Council could regulate the number of days for the annual permit through amendments to the fee schedule. Town Attorney Jennifer Jackson mentioned that to set a limit on the number of days a mobile food vendor can operate would have to be done in the ordinance. As for the fees, Council can change these fees every year in the budget by amending the fee schedule.

Councilman Fitzsimmons mentioned that he is happy with the public's input and has heard that the food trucks aren't competition to the other businesses, but will actually be an enhancement.

Councilman Fitzsimmons made a motion to adopt the amendments to the Code of Ordinance concerning Mobile Food Vendors . Councilwoman Sherrill seconded the motion. The motion passed by a majority vote of Council. Motion carried 3-2, with Councilman Jackson and Councilman Nagle voted against the motion.

B. Presentation of Community Center Conceptual Plan

Town Manager Selena Coffey introduced John Legerton from Legerton Architecture, P.A., who presented their conceptual plan and cost opinions. Mr. Legerton mentioned that the major components of the conceptual plan is the space for a museum, a community room which seats 120 people, multi-purpose room, kitchen, restrooms, a covered porch and an office and mechanical room. The second plan is basically the same, but adds a fireplace on the covered porch and family restrooms. As for costs, Mr. Legerton commented that the preliminary opinion of probable construction costs on a lower scale would be around \$1.3 million and the higher scale would be around \$1.45 million. These fees do not include architectural and engineering fees, which will be around 8%. These conceptual plans are attached.

C. Action on Amendments to Code of Ordinances concerning Accessory and Temporary Structures

Town Planner James Eller mentioned that before Town Council is a set of regulations that attempt to further address accessory structures, their placement on the property and mitigation of some impact on surrounding property owners. Council directed staff to explore this language and the language before Council was recommended by a unanimous vote from the Planning and Zoning board.

Councilman Jackson commented that he is concerned with the Town not having any architectural standards or restrictions on accessory and temporary structures. There could be shipping containers stacked on top of each other and there is nothing that the home owners can do except look at this visual eye sore.

Town Attorney Jennifer Jackson mentioned that there is a 25 foot height requirement and in no event can the height exceed the primary structure. Also, the landscape buffering was never in the ordinance. The Planning and Zoning board looked at it, but decided not to add it because of the universal applications on all accessory structures.

Chairman Doug Theroux commented that the discussion held was in great depth because it covered all different situations that could come up, not just the one at hand. The Planning and Zoning board felt it would be impossible to write an ordinance to cover everybody that would put in a storage facility in their yard. They are very limited because of statutes that only allow them to govern square footage, height and location.

Councilman Jackson made a motion to adopt the Ordinance amending Code as presented . Councilwoman Nagle seconded the motion. The motion passed by a unanimous vote of Council.

D. Adoption of the Parks & Recreation Master Plan

Town Manager Selena Coffey mentioned that at the last Town Council meeting, the Land of Sky representatives presented to Town Council the final Parks & Recreation Master Plan. There is nothing written in there that the Town has to do, but Town Manager Coffey recommends Councils approval because it gives them good guidance going forward.

Councilman Nagle made a motion to approve the Parks and Recreation Master Plan . Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council.

E. Code Amendments regarding Parks and Recreation, Chapter 18

Town Attorney Jennifer Jackson commented that Public Works Director Dale Pennell reviewed the Parks and Recreation Master Plan and noted several suggestions. There has been a lot of park maintenance completed, which was mentioned in the master plan, and she and Mr. Pennell have looked at the ordinance to see what needed to be updated. The ordinance, Chapter 18 – Parks and Recreation, was originally put in place in 1973 and has been amended a couple of times in limited areas. The following policy changes are incorporated into the proposed amendments: 1) Dogs allowed on walking trails at Lake Louise Park; 2) Lake Louise as a catch-and-release fishing lake; 3) Prohibition of registered sex offenders; and 4) a change in focus of enforcement provisions to removal of violators from the parks. Town Attorney Jackson pointed out that there needs to be one change to the language on page 121 under fishing that shows “yearly and daily permits issued” to “yearly and monthly permits.” Public Works Director Dale Pennell noted that there were two other changes to both parks: 1) no activities between sunset and sunrise and 2) no walking on the frozen lake.

Councilman Jackson made a motion to repeal the existing Chapter 18 and replace it in its entirety with the new Chapter 18 ordinance . Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council.

F. Amendments to Personnel Policy: Whistleblower Policy, Grievance Policy and Disciplinary Procedures

Town Attorney Jennifer Jackson mentioned that she and Town Manager Selena Coffey have been working on amendments to the Town’s Personnel Policy. In order to not overwhelm and give adequate time for Council to review, they will be placing a few provisions on Council’s agenda at a time. The provisions needing review tonight are: Article IX (Amended) - Disciplinary policy, Article X (New) – Open Door Policy, Article XI (New) – Whistleblower Policy, Article XII (New) – Grievance Policy/Procedure & Adverse Action Appeal, and Article XIII (New) – Separation from Employment and Reinstatement.

Councilman Nagle has some issues with individuals retiring from the Town and getting full retirement benefits, if they were suspended and going to be fired. Also, he wants to know about death benefit when it comes to remaining vacation. Town Attorney Jennifer Jackson mentioned that the Town of Weaverville is an at-will employer, so they can fire any employee at any time for any reason.

Town Manager Selena Coffey mentioned that it references the Human Resources department in these policies and she wants Council to know that would be her and sometimes Finance Officer Tonya Dozier.

Councilman Penley made a motion to adopt the amendments to the Personnel Policy . Councilwoman Sherrill seconded the motion. The motion passed by a unanimous vote of Council.

G. Public Works Quarterly Report

Public Works Director Dale Pennell discussed the Public Works Quarterly Report for December, January and February. The report is attached below.

10. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including the recognition of Water Treatment Plant Supervisor Trent Duncan; we are moving forward with the strategic plan to address action plans and strategic objectives; the Mayor, Councilwoman Sherrill and she will be meeting with Rev. Louis Grant to discuss a Day of Prayer service; Arbor Day is scheduled for April 7, 2018; new furniture for Council Chambers is coming this Friday; she asked Council to look at scheduling a Special-called meeting on June 4 at 6 pm to hold a public hearing for system development fees; and the April 23 workshop will be in the Fire Department Training Room instead of Town Hall.

Councilman Penley made a motion to schedule a Special-called meeting on June 4, 2018 at 6 pm to hold public hearing on system development fees . Councilman Jackson seconded the motion. The motion passed by a unanimous vote of Council.

11. Adjournment

Councilwoman Sherrill made the motion to adjourn; Councilman Fitzsimmons seconded and all voted to adjourn the Council's meeting at 9:10 p.m.

Derek K. Huninghake, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: April 16, 2018

SUBJECT: Water System Development Fees

PRESENTER: Dennie Martin – WR-Martin
Jennifer Jackson – Town Attorney

ATTACHMENTS: Information for Website
WR-Martin Water System Development Fee Report

DESCRIPTION:

Article 8 of Chapter 162A entitled "System Development Fees" was enacted and signed into law on July 20, 2017, with an effective date of October 1, 2017. This new law provides clear authority for municipalities, and others, to charge water/sewer system development fees as long as procedures and conditions are complied with before July 1, 2018.

A supporting analysis must be undertaken by a qualified professional firm to determine the maximum system development fee that the Town can charge new development for water system development fees. The Town engaged the firm of WR-Martin, a management consulting firm out of Asheville, North Carolina, to perform this work. That analysis has been completed and their report is attached. The report contains the calculations used to establish the maximum water system development fee that the Town could set for new development. Dennie Martin will be at Council's meeting tonight to review the attached report with Council and answer questions.

The next steps involve providing the public with access to the report, establishing a 45-day public comment period, and setting and holding a public hearing on the report. Staff has worked on materials that will be available under the news section of the Town's website beginning tomorrow. A copy is provided for Town Council's information with this agenda item.

COUNCIL ACTION REQUESTED:

Council is requested to consider the following motion:

I move that: (1) the WR-Martin Water System Development Fee Report be placed at Town Hall and on the website for public review and inspection; (2) public comment be requested and recorded during a public comment period beginning on April 17, 2018 and extending through June 1, 2018; and (3) a public hearing on the WR-Martin Water System Development Fee Report and water system development fees in the Town be set for Monday, June 4, 2018, at 6 p.m., in Council Chambers at Town Hall.

WATER SYSTEM DEVELOPMENT FEES

Article 8 of Chapter 162A entitled "System Development Fees" was enacted and signed into law on July 20, 2017, with an effective date of October 1, 2017. This new law provides clear authority for municipalities, and others, to charge water/sewer system development fees as long as procedures and conditions are complied with before July 1, 2018.

WHAT IS A SYSTEM DEVELOPMENT FEE?

A system development fee includes any charge or assessment imposed on new development to recoup costs of existing facilities which serve such new development. This includes fees to pay for costs the Town already incurred for the construction of the facilities and infrastructure used to treat and deliver potable water to new development.

WHAT PROCEDURES MUST THE TOWN FOLLOW TO SET THIS FEE?

There are five steps that the Town must follow in order to comply with the procedural requirements to establish a water system development fee:

- Step 1: *Supporting Analysis Preparation*
- Step 2: *Fee Calculation*
- Step 3: *45-Day Public Comment Period*
- Step 4: *Public Hearing*
- Step 5: *Town Adoption*
- Step 6: *Publication of Adopted Fee*

HOW IS THE SYSTEM DEVELOPMENT FEE CALCULATED?

SUPPORTING ANALYSIS AND FEE CALCULATION

A supporting analysis must be undertaken by a qualified professional firm to determine the maximum system development fee that the Town can charge new development for water system development fees. The Town engaged the firm of WR-Martin, a management consulting firm out of Asheville, North Carolina, to perform this work. That analysis has been completed and the WR-Martin System Development Fee Report was presented to Town Council on April 16, 2018, and is now available for public inspection at Town Hall and on the Town's website.

[CLICK HERE TO SEE THE WR-MARTIN SYSTEM DEVELOPMENT FEE REPORT](#)

The report contains the calculations used to establish the maximum water system development fee that the Town could set for new development. It should be noted that the

Town can set system development fees that are lower than the maximum fee calculated in the report.

HOW CAN I SUBMIT A COMMENT?

45-DAY PUBLIC COMMENT PERIOD

Town Council and WR-Martin request the public's input on the system development fees as established in the WR-Martin System Development Fee Report. Comments can be made via email to sysdevfees@weavervillenc.org from April 17, 2018 through June 1, 2018. Comments received after June 1, 2018 may not be taken into consideration when the final draft of the report is completed by WR-Martin.

TO MAKE A COMMENT PLEASE SEND AN EMAIL TO: sysdevfees@weavervillenc.org

IF YOU WISH TO MAKE A COMMENT AND DO NOT HAVE ACCESS TO EMAIL PLEASE COME BY TOWN HALL AND SOMEONE CAN ASSIST YOU.

PUBLIC HEARING

The Town has scheduled a public hearing on the WR-Martin System Development Fee Report and water system development fees for the Town of Weaverville to be held in **Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC, on June 4, 2018, at 6 p.m.**, or as soon thereafter as Council can reach the matter. This public is requested to attend the public hearing and submit comments during the hearing.

WHEN WILL TOWN COUNCIL ADOPT A SYSTEM DEVELOPMENT FEE?

Town Council anticipates taking action to establish water system development fees at its regular meeting on June 18, 2018. Any system development fee adopted by Town Council will be effective on July 1, 2018, and will be published, along with other fees, on the Town's Fee Schedule.



System Development Fee

TOWN OF WEAVERVILLE

MARCH 2018



WR-MARTIN
38 ORANGE STREET, SUITE 2
ASHEVILLE, NC 28805





Memorandum

TO: *Selena Coffey*

FROM: *Steven Miller*

DATE: *March 30, 2018*

SUBJECT: *Weaverville System Development Fee Analysis*

WR Martin was commissioned by the Town of Weaverville to analyze their Water System Development Fees (SDF) considering current events, so they comply with North Carolina House Bill 436 (HB 436). The bill was ratified to address fee inconsistencies among public providers including calculation methodologies and implementation. The new law provides specific guidelines that public water providers must follow to charge SDFs effective October 1, 2017. The law provides a grace period through July 1, 2018 for public providers to update fees in accordance with the new procedures and conditions.

This analysis focused on reviewing the latest available fixed asset information and debt service costs as of June 30, 2018 to determine the cost of capacity for the Town, and on developing other assumptions necessary to establish appropriate fee levels for different types of customers using the American Water Works Association (AWWA) System Buy In approach. This analysis documents the results of the various analyses and our recommendations for implementing SDFs to be charged to new customers connecting to the water systems.

SDFs are defined as one-time charges assessed against new development to recover a proportional share of the costs of capital facilities constructed to provide service capacity for new customers connecting to the water systems. Typically, the cost basis for setting capacity fees is based on the system components that are necessary to serve, and that provide benefit to, all customers. These components typically include land, tanks, treatment works, lines, and other equipment.

There are three approaches for calculating water SDFs outlined in HB 436. They include the following:

1. Buy In
2. Incremental Cost
3. Combination of the above

The Buy-In (Equity) Approach is used when a system has enough capacity to serve new development so developers buy in to existing infrastructure that the rate base has built and maintained. The Incremental Cost approach is used when new facilities must be built to serve new development. The Combination method is chosen when a system foresees a blend of existing and new infrastructure to serve anticipated development over the applicable planning horizon.

The System Buy-In Approach is consistent with the Town's status for it still has enough capacity to serve new development. This approach calculates a fee based upon the proportional cost of each user's share of existing capacity in core facilities. The cost of the facilities is based on fixed assets records and can include escalation of the depreciated value of those assets to current dollars. System assets include those listed in the Town depreciation report, County tax records, and staff records.

North Carolina law now provides that these fees are one-time charges imposed at one of the following times depending upon the type of development:

1. New development that involves subdivision of land
 - a. Time of plat recordation, or
 - b. When water service for development is committed by local government
2. All other development
 - a. Time of application for connection of individual unit to water service

They are designed to recover all or a portion of the capital investment made by the Town to provide sufficient capacity in its system to serve new users. It should be emphasized that SDFs are charged to only new customers and consequently save existing users substantial capital costs over time.

The following are notable SDF attributes according to the University of North Carolina Environmental Finance Center's latest survey:

- 39% of water and 44% of sewer rate structures in North Carolina charge SDFs.
- Nearly 78% of SDFs either vary by meter size or are fixed. Fees based upon usage, acreage, square footage, number of bedrooms, or line size are uncommon in North Carolina.
- Statewide average residential water and sewer SDFs are approximately \$1,000 and \$1,498 respectively.

After reviewing the alternative SDF methodologies, the consensus was to pursue the American Water Works Association (AWWA) System Buy In methodology because it was defensible, relatively easy to explain to customers, and generally easy to implement. Our approach and conclusions are as follows:

BUY IN METHODOLOGY

SDFs using the Buy In methodology are derived from estimated values for the water system's assets. The calculation of the values uses a tabulation of water assets derived from the Town's depreciation report and other sources.

Because the Town's depreciation report lacks records for some water assets, we have analyzed the latest available GIS data for water lines and utilized County tax records for land values. This GIS data, showing the diameters and linear feet, was used to determine a value of the components using today's hard and soft costs for line installation. The age of the lines was estimated by Town staff since the detail was not available. After calculating a cost for replacing each line in today's dollars, we depreciated each cost according to the estimated age. Any line data from the depreciation report was replaced with the data derived from the GIS reports. Water line data and other valuation estimates are shown in the Appendix.

It is estimated that the water system's replacement value is approximately \$14.2 million, as shown in Table 1. Also included in the rightmost column of the table is the source for each estimate. However, to account for outstanding debt used to pay for the system, the principal balances of the Water Enterprise Fund's loans totaling \$2.149 million are deducted from the water system's values to determine the net system value. HB 436 also requires the deduction of three grant awards from 1997 and 2000 with a depreciated value of \$2.816 million. After debt and grant awards are removed, the net value of the water system is approximately \$9.242 million (see Table 3). These values have been reviewed by the Town manager and staff.

TABLE 1
WEAVERVILLE
WATER SYSTEM VALUE

	BOOK VALUE	SOURCE
WATER		
BUILDING	\$444,390.54	DEPRECIATION REPORT
LAND	\$1,363,700.00	TAX RECORDS
LINES	\$10,919,636.93	LINE DATA
RESERVOIR	\$75,890.33	DEPRECIATION REPORT
TANKS	\$389,590.60	DEPRECIATION REPORT
VEHICLES & EQUIPMENT	\$1,013,783.65	DEPRECIATION REPORT
WTP	\$1,637,316.20	DEPRECIATION REPORT
TOTAL VALUE OF WATER SYSTEM	\$14,206,992.05	

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To allocate the system value to users, an analysis of existing customer usage is necessary to determine the equivalent units of residential customers. First, residential users are separated from non-residential users. Then, the average monthly flow per residential user is calculated using historical flow data. For this study, user data as of December 31, 2017, was used as follows (see also Table 2)::

- 1,839 residential inside water users,
- 731 residential outside water users,
- 172 commercial inside water users and
- 41 commercial outside water users

The average monthly residential water flow of 4,744 gallons is reflected in Table 2.

TABLE 2
WEAVERVILLE
USER EQUIVALENTS

		Number of users	Monthly Consumption in gal	Annual Consumption in gal	Average Monthly Consumption per User * in gal	User Equivalents
WATER	Residential In	1,839	9,201,202	110,414,424	5,003	1,940
	Residential Out	731	2,990,302	35,883,624	4,091	630
	Commercial In	172	4,377,143	52,525,716		923
	Commercial Out	41	1,112,452	13,349,424		235
	TOTAL	2,783	17,681,099	212,173,188	4,744	3,727

* Average consumption figures taken from Town usage summary. Consumption divided by weighted average residential consumption to yield residential user equivalent.

Inside residential water customers use more water per month than the weighted average usage of all customers, 5,003 gallons vs 4,744 gallons. Therefore, when the count of 1,839 residential inside water users are applied to the weighted average of 4,744 gallons, the overall count of equivalent residential users (ERUs) is 1,940 or 1,839 customers multiplied by 5,003 gallons and divided by 4,744 gallons. The same application of residential outside customer counts and usage yields 630 ERUs.

Commercial customers are converted to ERUs using the same prorated methodology. Once the count within each customer class is converted to an ERU, the number of water ERUs are totaled to yield 3,727 water ERUs. The water system net values are further divided by the respective number of ERUs to yield maximum SDFs for a 5/8-inch meter of \$2,480, as shown in Table 3.

TABLE 3		
WEAVERVILLE		
SYSTEM DEVELOPMENT FEES		
TOTAL VALUE OF WATER SYSTEM	\$14,206,992	
LESS GRANTS *	\$2,816,000	
LESS OUTSTANDING DEBT PRINCIPAL	\$2,149,000	
NET	\$9,241,992	
DIVIDED BY RESIDENTIAL USER EQUIVALENTS	3,727	
RECOVERY CHARGE FOR 5/8 INCH METERS	\$2,480	WATER
* Source: Town staff.		

For non-residential customers with larger meters, the fees for the smallest residential meter are used and then scaled up by their meter flow ratios for each meter size, as specified by the AWWA. For example, a 1-inch meter has a maximum water flow of 50 gallons per minute, which is 2.5 times greater than the 5/8-inch meter maximum flow of 20 gpm. Therefore the 5/8-inch meter fee is multiplied by 2.5 to yield the 1-inch meter fee, as shown in Table 4. This method provides an approach that is simple to administer and equitable for most new customers.

TABLE 4		
WEAVERVILLE		
MAXIMUM SYSTEM DEVELOPMENT FEES FOR VARIOUS METER SIZES		
<i>Connection size</i>	<i>Max flow</i>	
<i>(inches)</i>	<i>gpm</i>	<i>WATER</i>
5/8	20	\$2,480
1	50	\$6,200
1.5	100	\$12,400
2	160	\$19,840
3	320	\$39,680
4	500	\$62,000
6	1000	\$124,000
8	1600	\$198,400
10	2300	\$285,200
12	3100	\$384,400

OTHER HB 436 CONSIDERATIONS

Upon receiving SDF calculations, the Town is required by HB 436 to adhere to the following procedures:

- PUBLIC COMMENT – The Town must allow for public comment on the Analysis. The public comment period must last for at least 45 days. The fee sent out for comment is as prepared by the professional, not the governing board. Likewise, the fee preparer of the analysis considers the public comment, not the governing board.
- PUBLIC HEARING – The Town must conduct a public hearing after the comment period. After the public hearing, the professional determines if any modifications are required.
- ADOPTION - After the consideration of comments, the fee must be adopted by the governing board at a later date. The fee must be adopted by resolution or ordinance and published in the Town’s annual budget ordinance.
- USE - The new law prescribes specific uses for the funds collected through SDFs. They include:
 - Costs of previously completed capital improvements for which capacity exists and capital rehabilitation projects. Rehabilitation includes repairs, maintenance, modernization, upgrades, updates, replacement, or correction of deficiencies of any facility.
 - Expansion or other undertaking to increase the level of preexisting level of service for existing development.

RECOMMENDATIONS

An alternative that helps manage the magnitude of SDFs is charging a fraction of the system values. The Town has the flexibility to discount the total valuation of its systems by a factor that the Town deems appropriate. For example, the Town may continue charging its current SDFs shown below since they are lower by 76% for 5/8-inch water meters and compute to \$600 for water users with 5/8-inch water meters. The fees for meter sizes larger than 5/8 inch are also calculated by prorating the meter size by the maximum flow factor of each meter, as shown in Table 5.

TABLE 5		
WEAVERVILLE		
CURRENT SYSTEM DEVELOPMENT FEES FOR VARIOUS METER SIZES		
<i>Connection size (inches)</i>	<i>Max flow gpm</i>	<i>WATER</i>
5/8	20	\$600
1	50	\$1,500
1.5	100	\$3,000
2	160	\$4,800
3	300	\$9,000
4	500	\$15,000
6	1000	\$30,000

CONCLUSIONS

The Town's past SDFs have provided a diversification of the Town's water fund revenue stream and a revenue source that lessens future water rate increases. These fees should be viewed as important to ensure the equitable distribution of cost responsibilities between existing and future rate payers. Consequently, they must be reviewed at least every five years to account for changes in system usage and valuation and abide by SB 436.

APPENDIX

1. Depreciation Report
2. Water Line Data
3. County Tax Records

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DEPRECIATION REPORT

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ASSET NO	DESCRIPTION	CATEGORY	COST	LIFE	N SERVICE DATE	PRIOR	CURRENT	TRANSFERS	DISPOSALS	BALANCE
539	LAND - IVY RIVER	LAND	92,285.00	0	03/30/1998	0.00	0.00	0.00	0.00	92,285.00
623	LAND - CHILDS	LAND	53,750.00	0	07/30/2004	0.00	0.00	0.00	0.00	53,750.00
1314	WATER TREATMENT PLANT IMPVMTS	WTP	314,482.13	50	06/16/2016	258.48	6,289.64	0.00	0.00	6,548.12
425	NEW GARAGE	BUILDING	7,167.00	33	06/30/1972	7,167.00	0.00	0.00	0.00	7,167.00
429	MAINTENANCE GARAGE	BUILDING	12,927.00	33	06/30/1983	12,927.00	0.00	0.00	0.00	12,927.00
568	IVY RIVER TREATMENT PLANT	WTP	4,033,988.45	50	03/15/1998	1,492,796.81	80,679.78	0.00	0.00	1,573,476.59
571	PUBLIC WORKS BUILDING	BUILDING	446,932.00	33	07/01/1997	250,589.85	13,543.40	0.00	0.00	264,133.25
580	IVY RIVER TREATMENT PLANT	WTP	76,454.51	50	03/17/1999	26,380.99	1,529.09	0.00	0.00	27,910.08
585	HEAT TREATED SUN ROOM	BUILDING	25,946.84	50	02/15/2000	8,520.62	518.92	0.00	0.00	9,039.54
607	IVY RIVER TREATMENT PLANT	WTP	37,609.47	50	12/15/2000	11,661.01	752.19	0.00	0.00	12,413.20
608	MAINTENANCE GARAGE	BUILDING	84,767.73	30	01/29/2003	37,917.69	2,825.57	0.00	0.00	40,743.26
616	1/2 PW BUILDING ADDITION	BUILDING	266,632.08	30	02/03/2005	101,492.74	8,887.75	0.00	0.00	110,380.49
1084	PUBLIC WORKS COMPUTER CONTROL	VEHICLES & EQUIPMENT	47,158.90	10	05/31/2008	38,132.97	0.00	0.00	0.00	42,848.84
1094	2009 PICKUP TRUCK - WATER FUND	VEHICLES & EQUIPMENT	23,130.53	5	12/01/2008	23,130.53	0.00	0.00	0.00	23,130.53
1097	2009 SNOWPLOW - WATER FUND	VEHICLES & EQUIPMENT	5,500.00	5	03/01/2009	5,500.00	0.00	0.00	0.00	5,500.00
1099	MONITOR / SENSOR - WATER FUND	VEHICLES & EQUIPMENT	9,810.00	5	06/01/2009	9,810.00	0.00	0.00	0.00	9,810.00
1131	2010 F-150 PICK-UP TRUCK	VEHICLES & EQUIPMENT	10,000.00	6	08/12/2009	10,000.00	0.00	0.00	0.00	10,000.00
1132	DIGITAL PH SENSOR	VEHICLES & EQUIPMENT	3,923.75	5	06/10/2010	3,923.75	0.00	0.00	0.00	3,923.75
1133	RESERVOIR COMMUNICATION	VEHICLES & EQUIPMENT	28,672.00	5	06/24/2010	28,672.00	0.00	0.00	0.00	28,672.00
1262	INTERNATIONAL 4300 TANK TRUCK	VEHICLES & EQUIPMENT	59,006.00	5	08/27/2013	33,593.06	11,801.22	0.00	0.00	45,394.28
1263	WASTE MIXER	VEHICLES & EQUIPMENT	19,345.60	5	10/10/2013	10,547.30	3,869.11	0.00	0.00	14,416.41
1264	INSULATION	VEHICLES & EQUIPMENT	10,870.00	5	12/03/2013	5,604.78	2,174.01	0.00	0.00	7,778.79
1265	GALVANIZED FENCE	VEHICLES & EQUIPMENT	4,964.00	10	04/01/2014	1,117.92	496.40	0.00	0.00	1,614.32
1266	AUMA ACTUATOR	VEHICLES & EQUIPMENT	5,365.00	10	04/30/2014	1,165.62	536.51	0.00	0.00	1,702.13
1267	2013 CAM TRAILER	VEHICLES & EQUIPMENT	6,881.25	6	10/17/2013	3,104.40	1,146.87	0.00	0.00	4,251.27
1301	PROCESS TURBIDITY ANALYZER	VEHICLES & EQUIPMENT	7,954.09	5	04/29/2015	1,869.75	1,590.82	0.00	0.00	3,460.57
1302	TRAILER	VEHICLES & EQUIPMENT	5,380.00	6	04/16/2015	1,085.82	896.66	0.00	0.00	1,982.48
1303	2015 FORD F250	VEHICLES & EQUIPMENT	32,718.65	6	08/14/2014	10,263.78	5,453.10	0.00	0.00	15,716.88
1310	TRANE 4TTA AIR COND./FURNACE	VEHICLES & EQUIPMENT	5,498.00	10	11/12/2015	349.46	549.80	0.00	0.00	899.26
413	FYE 6-86	VEHICLES & EQUIPMENT	15,575.00	5	06/30/1986	15,575.00	0.00	0.00	0.00	15,575.00
432	FYE 6-87	VEHICLES & EQUIPMENT	6,310.00	5	06/30/1987	6,310.00	0.00	0.00	0.00	6,310.00
442	ACCUPUNCH	VEHICLES & EQUIPMENT	5,137.00	5	06/30/1989	5,137.00	0.00	0.00	0.00	5,137.00
454	AIR COMPRESSOR	VEHICLES & EQUIPMENT	9,999.00	5	06/30/1991	9,999.00	0.00	0.00	0.00	9,999.00
455	COAGULANT CHARGE ANALYZER	VEHICLES & EQUIPMENT	5,050.00	5	06/30/2005	5,050.00	0.00	0.00	0.00	5,050.00
457	6-81 SCHEDULE	VEHICLES & EQUIPMENT	15,559.00	10	06/30/1969	15,559.00	0.00	0.00	0.00	15,559.00
462	SHORING B	VEHICLES & EQUIPMENT	5,681.60	5	08/26/1991	5,681.60	0.00	0.00	0.00	5,681.60
472	RADIOS	VEHICLES & EQUIPMENT	6,231.70	5	02/25/1993	6,231.70	0.00	0.00	0.00	6,231.70
483	CHLORINE	VEHICLES & EQUIPMENT	5,865.00	5	08/26/1993	5,865.00	0.00	0.00	0.00	5,865.00
570	EQUIPMENT-IVY RIVER PLANT	VEHICLES & EQUIPMENT	71,487.08	10	03/15/1998	71,487.08	0.00	0.00	0.00	71,487.08
572	PUBLIC WORKS BUILDING FF&E	VEHICLES & EQUIPMENT	11,080.44	10	07/01/1997	11,080.44	0.00	0.00	0.00	11,080.44
574	NETWORK SERVER/WORKSTATIONS	VEHICLES & EQUIPMENT	5,113.00	5	09/28/1998	5,113.00	0.00	0.00	0.00	5,113.00
582	EQUIPMENT-PUBLIC WORKS BLDG	VEHICLES & EQUIPMENT	5,400.89	10	06/29/1999	5,400.89	0.00	0.00	0.00	5,400.89
583	NEW HOLLAND 555E (TRADE)	VEHICLES & EQUIPMENT	43,407.25	10	10/12/1999	43,407.25	0.00	0.00	0.00	43,407.25
587	REGAL TON MOUNTED REGULATORS	VEHICLES & EQUIPMENT	6,000.00	5	05/18/2000	6,000.00	0.00	0.00	0.00	6,000.00
591	30' TOWER, FLOOD LIGHT SYSTEM	VEHICLES & EQUIPMENT	7,900.00	10	11/08/1999	7,900.00	0.00	0.00	0.00	7,900.00
594	COMPUTER EQUIPMENT, SOFTWARE	VEHICLES & EQUIPMENT	63,354.70	5	12/31/1999	63,354.70	0.00	0.00	0.00	63,354.70
598	F350 2001 FORD CHASSIS	VEHICLES & EQUIPMENT	36,951.53	5	01/24/2001	36,951.53	0.00	0.00	0.00	36,951.53
612	CONTRACT D-GENERATOR	VEHICLES & EQUIPMENT	94,475.47	10	07/01/2002	94,475.47	0.00	0.00	0.00	94,475.47
614	2004 GMC SIERRA	VEHICLES & EQUIPMENT	31,472.50	6	03/22/2004	31,472.50	0.00	0.00	0.00	31,472.50
617	2005 FORD RANGER	VEHICLES & EQUIPMENT	15,948.34	6	03/11/2005	15,948.34	0.00	0.00	0.00	15,948.34
618	SECURITY SYSTEM	VEHICLES & EQUIPMENT	99,500.00	10	06/15/2005	99,500.00	0.00	0.00	0.00	99,500.00
626	FILTER VALVE	VEHICLES & EQUIPMENT	12,235.00	10	11/14/2005	12,235.00	0.00	0.00	0.00	12,235.00
627	SECURITY LIGHTING	VEHICLES & EQUIPMENT	6,583.51	10	12/27/2005	6,583.51	0.00	0.00	0.00	6,583.51
628	CHLORINATION SYSTEM AUTOMATION	VEHICLES & EQUIPMENT	11,382.00	10	02/10/2006	11,382.00	0.00	0.00	0.00	11,382.00
632	TB-135 EXCAVATOR	VEHICLES & EQUIPMENT	11,000.00	10	07/31/2007	9,811.34	1,100.00	0.00	0.00	10,911.34
634	2009 DUMP TRUCK	VEHICLES & EQUIPMENT	54,944.48	5	12/01/2008	54,944.48	0.00	0.00	0.00	54,944.48
637	TELEPHONE SYSTEM	VEHICLES & EQUIPMENT	10,000.00	833	03/31/1997	10,000.00	0.00	0.00	0.00	10,000.00
641	DELL POWER EDGE T410 SERVER	VEHICLES & EQUIPMENT	5,853.16	3	02/01/2012	5,853.16	0.00	0.00	0.00	5,853.16
642	COAGULANT CHARGE ANALYZER	VEHICLES & EQUIPMENT	6,825.00	5	04/01/2012	5,804.96	1,020.04	0.00	0.00	6,825.00
643	REHAB OF FILTER MEDIA WATER	VEHICLES & EQUIPMENT	16,898.28	10	11/01/2011	7,890.53	1,689.84	0.00	0.00	9,580.37

644	AUMA ACTUATOR	7,085.00	10	06/01/2012	2,894.98	708.50	0.00	0.00	3,603.48
645	2011 FORD F-150 PICKUP	19,427.15	6	09/01/2011	15,658.47	3,237.84	0.00	0.00	18,896.31
646	2011 FORD RANGER PICKUP	20,258.87	6	10/01/2011	16,047.50	3,376.47	0.00	0.00	19,423.97
647	XYLEM WATER PUMP	18,124.00	10	12/27/2012	6,348.39	1,812.41	0.00	0.00	8,160.80
648	HP PRINTER T1300PS 44 EPRINT	6,948.19	3	09/12/2012	6,948.19	0.00	0.00	0.00	6,948.19
649	GEO COLLECTOR FOR ARCPAD	11,041.00	3	08/23/2012	11,041.00	0.00	0.00	0.00	11,041.00
650	2013 CHEV TAHOE-VIN #74950	36,254.95	6	10/15/2012	22,675.93	6,042.50	0.00	0.00	28,718.43
1107	WATER SYSTEM IMPROVEMENTS	320,915.77	50	02/01/2009	47,620.09	6,418.31	0.00	0.00	54,038.40
1268	ROLLING ACRES WATER SYSTEM	2,822.71	50	12/09/2013	144.65	56.47	0.00	0.00	201.12
1269	LOT 7 WATERLINE RELOCATION	38,530.80	50	06/30/2014	1,545.47	770.62	0.00	0.00	2,316.09
1313	WATER LINE REPLACEMENT	219,393.67	50	11/12/2015	2,789.01	4,387.88	0.00	0.00	7,176.89
414	FYE 6-87	204,587.00	50	06/30/1987	204,587.00	0.00	0.00	0.00	204,587.00
415	FYE 6-74	236,257.00	50	06/30/1974	200,830.59	4,725.14	0.00	0.00	205,555.73
416	FYE 6-81	94,513.00	50	06/30/1981	67,276.94	1,890.26	0.00	0.00	69,167.20
417	FYE 6-83	5,457.00	50	06/30/1983	3,655.93	109.14	0.00	0.00	3,765.07
421	FYE 6-84	410,867.00	50	06/30/1984	267,085.39	8,217.35	0.00	0.00	275,302.74
422	FYE 6-85	8,269.00	50	06/30/1985	5,209.33	165.38	0.00	0.00	5,374.71
423	FYE 6-86	13,865.00	50	06/30/1986	8,458.53	277.29	0.00	0.00	8,735.82
433	FYE 6-87	457,966.00	50	06/30/1987	270,224.38	9,159.31	0.00	0.00	279,383.69
434	FYE 6-87	82,804.00	50	06/30/1987	48,858.62	1,656.08	0.00	0.00	50,514.70
435	FYE 6-88	10,121.00	50	06/30/1988	5,768.50	202.43	0.00	0.00	5,970.93
439	WATER MAIN	5,695.00	50	03/01/1988	3,246.77	113.92	0.00	0.00	3,360.69
440	FYE 6-89	8,191.00	50	06/30/1989	4,505.74	163.81	0.00	0.00	4,669.55
445	FYE 6-89	54,380.00	50	06/30/1989	29,912.55	1,087.59	0.00	0.00	31,000.14
446	FYE 6-89	49,182.00	50	06/30/1989	26,069.69	983.64	0.00	0.00	27,053.33
447	FYE 6-89	81,521.00	50	06/30/1989	44,840.39	1,630.42	0.00	0.00	46,470.81
449	FYE 6-90	221,610.00	50	06/30/1990	117,465.34	4,432.20	0.00	0.00	121,897.54
450	FYE 6-90	84,332.00	50	06/30/1990	44,700.23	1,686.63	0.00	0.00	46,386.86
456	WATER/SEWER	132,366.54	50	06/30/1991	67,514.23	2,647.35	0.00	0.00	70,161.58
475	DEBOSE RESERVIOR	75,890.33	10	10/29/1992	75,890.33	0.00	0.00	0.00	75,890.33
476	REGAN STREET WATER LINE	39,723.65	50	12/09/1992	18,672.20	794.46	0.00	0.00	19,466.66
477	SEWER LINE	362,807.49	50	06/29/1994	163,283.29	7,256.16	0.00	0.00	170,539.45
490	TANK REPAIR	33,992.36	10	11/21/1994	33,992.36	0.00	0.00	0.00	33,992.36
528	WATER DISTRIBUTION	49,810.48	50	06/29/1996	20,424.97	996.19	0.00	0.00	21,421.16
545	OX CREEK LINES	43,996.10	50	06/28/1996	18,040.74	879.91	0.00	0.00	18,920.65
569	TRANSMISSION LINES	1,448,116.44	50	03/15/1998	535,882.38	28,962.31	0.00	0.00	564,844.69
573	HERRON COVE WATER LINES	116,565.47	40	12/05/1997	54,162.36	2,914.12	0.00	0.00	57,076.48
584	WATER LINES-HAMBURG & HIGHLAND	66,405.61	40	03/17/1999	28,641.94	1,660.13	0.00	0.00	30,302.07
593	8" WATER LINE-DEVONSHIRE DRIVE	27,667.00	40	12/28/1999	11,414.61	691.68	0.00	0.00	12,106.29
609	CONTRACT A-WATERLINE	717,012.47	50	07/01/2002	200,802.84	14,340.27	0.00	0.00	215,143.11
610	CONTRACT B-WATERLINE	1,153,857.31	50	07/01/2002	323,143.36	23,077.16	0.00	0.00	346,220.52
611	CONTRACT C-STORAGE TANK	711,066.56	30	07/01/2002	331,896.02	23,702.22	0.00	0.00	355,598.24
613	CLARKS CHAPEL WATERLINE	149,267.96	50	05/01/2004	36,330.09	2,985.37	0.00	0.00	39,315.46
615	CONTRACT E-WATERLINE	158,761.97	50	04/01/2004	38,905.39	3,175.24	0.00	0.00	42,080.63
619	3880 IF WATER LINE-BROWN, GA	193,192.57	50	12/01/2004	44,766.85	3,863.85	0.00	0.00	48,630.70
624	WATER LINE-CONTRACT E-FINAL	7,089.68	50	07/15/2004	1,701.90	141.80	0.00	0.00	1,843.70
625	WATER LINE EXTENSION - HAMBURG	206,378.81	50	12/27/2005	43,350.86	4,127.57	0.00	0.00	47,478.43
631	WATER LINE IMPROVEMENT-BROWN	194,161.04	50	11/30/2007	33,341.66	3,883.24	0.00	0.00	37,224.90
651	WATER PLANT DECHLORINATION SYS	49,650.00	30	03/31/2007	15,313.23	1,654.98	0.00	0.00	16,968.21
1324	Personal Gym for Water Plant	5,999.00	5	06/08/2017	0.00	75.60	0.00	0.00	5,923.40
									6,908,559.61

WATER LINE DATA

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**WEAVERVILLE WATER SYSTEM
ESTIMATED VALUE OF WATER LINES**

RECORD NO	INSTALL YEAR	DIAMETER	LENGTH	Unit cost	Total cost	Life	Age	Remaining			Current Value
								life	life	life	
1	1980	2	5,000	\$25.00	\$125,000.00	75	37	51%	38	40	\$63,333.33
2	1980	6	107,578	\$45.00	\$4,841,010.00	75	37	51%	38	40	\$2,452,778.40
3	1980	8	116,806	\$55.00	\$6,424,330.00	75	37	51%	38	40	\$3,254,993.87
5	1980	10	25,795	\$65.00	\$1,676,675.00	75	37	51%	38	40	\$849,515.33
6	1980	12	23,805	\$80.00	\$1,904,400.00	75	37	51%	38	40	\$964,896.00
7	1980	20	21,400	\$307.50	\$6,580,500.00	75	37	51%	38	40	\$3,334,120.00
Rounded											
\$10,919,636.93											

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COUNTY TAX RECORDS

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PINNUM	OWNER	HOUSE NUMBER	STREETNAME	APPRAISED VALUE
'973285431600000'	TOWN OF WEAVERVILLE	15	QUARRY	\$ 747,300.00
'974249565500000'	TOWN OF WEAVERVILLE	99999	HAMBURG	\$ 32,000.00
'974249570900000'	TOWN OF WEAVERVILLE	99999	HAMBURG	\$ 25,800.00
'974249580300000'	TOWN OF WEAVERVILLE	99999	HAMBURG	\$ 26,100.00
'974249673300000'	TOWN OF WEAVERVILLE	56	HAMBURG	\$ 32,000.00
'974360331700000'	TOWN OF WEAVERVILLE	99	PERRION	\$ 110,800.00
'974557985100000'	TOWN OF WEAVERVILLE	50	SAMS	\$ 108,400.00
'974559419100000'	TOWN OF WEAVERVILLE	99999	SAMS	\$ 12,400.00
'974567155000000'	TOWN OF WEAVERVILLE	99999	LOCUST GROVE	\$ 13,200.00
'974567284100000'	TOWN OF WEAVERVILLE	99999	SAMS	\$ 34,000.00
'975248187300000'	TOWN OF WEAVERVILLE	23	HILLCREST	\$ 43,800.00
'975268158800000'	TOWN OF WEAVERVILLE	99999	COURSEVIEW	\$ 18,600.00
'975310226500000'	TOWN OF WEAVERVILLE	35	FLICKER	\$ 82,000.00
'975340137600000'	TOWN OF WEAVERVILLE	60	HIGH BLUFF	\$ 52,900.00
'976290129100000'	TOWN OF WEAVERVILLE	408	OX CREEK	\$ 24,400.00

\$ 1,363,700.00

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TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: April 16, 2018
SUBJECT: Land of Sky Regional Council Update
PRESENTER: Justin Hembree, Executive Director, Land of Sky Regional Council
ATTACHMENTS: Land of Sky Regional Council At-A-Glance Brochure

DESCRIPTION:

Justin Hembree, Executive Director for Land of Sky Regional Council will be in attendance to provide a brief update on the Council's activities.

COUNCIL ACTION REQUESTED:

No action requested.



Your Regional Council...At a Glance

Land of Sky Regional Council is a multi-county, local government owned, planning and development organization. We reach across county and municipal borders to provide assistance to local governments and to administer programs that benefit our region's citizens. Our mission is to provide creative regional solutions to relevant and emerging issues in **Buncombe, Henderson, Madison** and **Transylvania** counties while providing a standard of excellence in the delivery of services for our member governments.

Area Agency on Aging – The Area Agency on Aging promotes the highest level of well-being of older adults and their families through a comprehensive system of opportunities, programs and protective services. The AAA is a leader and catalyst in helping older adults in our four county region lead more independent, vibrant lives. As part of a national network of aging agencies established by the Older Americans Act, we work to strengthen involvement of and care for older adults.

- ◆ Community Resource Connections and Local Contact Agency Options Counseling
- ◆ Family Caregiver Support Services
- ◆ Foster Grandparent Program
- ◆ Health Promotion and Disease Prevention
- ◆ Long Term Care Ombudsman
- ◆ Monitoring and Quality Assurance
- ◆ Project CARE
- ◆ Regional and County Aging Planning
- ◆ Senior Community Service Employment Program
- ◆ Senior Companion Program
- ◆ Senior Tar Heel Legislature

Economic and Community Development – To help fulfill its mission, Land of Sky Regional Council undertakes planning, economic and community development projects for our local governments and communities. The Council serves as the local economic development district for our region, providing access to a wide variety of expertise, partnerships and funding streams.

- ◆ Comprehensive Economic Development Strategy
- ◆ GIS and Technical Services
- ◆ Waste Reduction Partners
- ◆ Clean Vehicles Coalition
- ◆ Appalachian Regional Commission
- ◆ West Next Generation Network Broadband
- ◆ French Broad River MPO
- ◆ Land of Sky RPO
- ◆ GO Mountain Commuting

Mountain Area Workforce Development – Created through federal legislation, Mountain Area Workforce Development oversees a single, comprehensive workforce development plan for the Land of Sky region.

- ◆ Works to meet the needs of the region's businesses for a skilled, reliable and proficient workforce; and meet the skill development and job acquisition needs of the region's jobseekers
- ◆ Engages in public/private partnerships that respond to emerging workforce issues and economic development opportunities
- ◆ Allocates funds for and oversees the operations of NCWorks career centers
- ◆ Assists jobseekers in researching, planning and accomplishing their career and employment goals
- ◆ Provides a broad range of business services focused on enhancing the expertise of existing workers and job candidates

Transportation Resource Center – The Transportation Resource Center handles the administration of Mountain Mobility and Non-Emergency Medicaid Transportation Call Center for Buncombe County. Mountain Mobility provides transportation services to clients of human service agencies, local governments and qualified citizens. NEMT provides transportation call center services for qualified clients. These services are the largest fee-for-service activities of the Council.

www.landofsky.org

Justin Hembree, Executive Director
justin@landofsky.org

Danna Stansbury, Deputy Executive Director
danna@landofsky.org

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: April 16, 2018

SUBJECT: Proposed Amendments to the Personnel Policy

PRESENTER: Town Attorney and Town Manager

ATTACHMENTS: Article I (Amended) – Organization of Personnel System
Article V (Amended) – Conditions of Employment
Article XIV (New) – Records and Reports
Article XV (New) – Harassment Policy
Article XVI (New) – Travel

DESCRIPTION:

As Council saw last meeting, the Town Manager and Town Attorney have continued work on amendments to the Town’s Personnel Policy. At tonight’s meeting Mayor and Council are asked to review the Articles mentioned above.

Article I describes the at-will nature of employment with the Town and discusses who is responsible for what concerning personnel matters. Article V contains many sections each of which explain conditions or employment. Some of these sections authorize the Town Manager to adopt policies consistent with Article V (such as internet and social media use, substance abuse). The extensive provisions of current Article V that address harassment and travel have been moved to new articles (Articles XV and XVI) except for policy statements that remain in amended Article V. New Article XIV represents needed provisions concerning keeping and handling of personnel records.

Both Town Manager and Town Attorney will be present tonight to answer questions and discuss these recommended changes to the Town’s Personnel Policy

COUNCIL ACTION REQUESTED:

Council discussion on the proposed amendments to the Personnel Policy is encouraged. Action can be taken at tonight’s meeting to adopt the amendments as presented or as Council sees fit to amend. Equally appropriate is for Council to give staff some direction on how the proposed language should be amended and brought back to Council for action at a later date.

Town of Weaverville Personnel Policy

Article I. Organization of the Personnel System

Section 1. Purpose

It is the purpose of this policy and the rules and regulations set forth to establish a fair and uniform system of personnel administration for all employees of the Town under the supervision of the Town Manager. This policy is established under authority of Chapter 160A, Article 7, of the General Statutes of North Carolina.

Section 2. At Will Employment

Commented [JJ1]: Modified for clarity

The Town of Weaverville is an "at will" employer. Employment is for an indefinite period of time and is subject to termination at any time, with or without notice, with or without cause, for any reason or no reason. Nothing in this Policy creates an employment contract or term between the Town and its employees. No person has the authority to grant any employee any contractual rights of employment. Neither this Policy, nor any other Town policy, practice, or procedure, is intended to provide any contractual obligations related to continued employment, compensation or employment contract.

Section 3. Application of Policies, Plan, Rules, and Regulations

Commented [JJ2]: Renamed

The personnel policy and all rules and regulations adopted pursuant thereto shall be binding on all Town employees. The Town Manager, Town Attorney, members of the Town Council and advisory boards and commissions will be exempted except in sections where specifically included. An employee violating any of the provisions of this policy shall be subject to appropriate disciplinary action, as well as prosecution under any civil or criminal laws which have been violated.

Section 4. Definitions

For the purposes of this Policy, the following words and phrases shall have the meanings respectively ascribed to them by this section:

Adverse Action. An involuntary demotion, involuntary reduction in pay, involuntary transfer, suspension without pay, layoff, or dismissal.

Anniversary Date. The employee's original date of employment with the Town service in a permanent position.

Appointing Authority. Any Town official with the legal authority to make hiring decisions.

Class. A position or group of positions having similar duties and responsibilities requiring similar qualifications, which can be properly designated by one title indicative of the nature of work performed, and which carry the same salary range.

Cost-of-Living Increase. An annual adjustment that may be made by the Town Council to all pay ranges effective July 1 of each year.

Domestic partnership. Two individuals who have reached the age of majority and live together in a long-term relationship of indefinite duration, with an exclusive mutual commitment in which the partners share the necessities of life and are financially interdependent. Also, domestic partners are not married to anyone else, do not have another domestic partner and are not related by blood more closely than would bar their marriage in the State of North Carolina. A domestic partner may be designated through the process used to designate a domestic partner for purposes of health insurance. This process requires evidence of financial and legal ties such as a joint mortgage, insurance policy, or similar documents. A domestic partner shall be treated as a spouse for purposes of all provisions of this policy.

Demotion. The reassignment of an employee to a position or classification having a lower salary range than the position from which the reassignment is made.

Exempt Employee. Any employee in a bona fide executive, administrative, or professional occupation as defined by the Fair Labor Standards Act.

Full-Time Employee. An employee who is in a position for which an average work week is at least 32 hours and for which at least 12 months continuous employment is needed.

Hiring Rate. The salary paid an employee when hired into Town service, normally the first step of the salary range.

Immediate family. An employee's spouse or domestic partner, parent, sibling, child, grandparent or grandchild, aunt or uncle, niece or nephew, guardian or ward; step- and half- relations of the aforementioned; and the corresponding relatives of the employee's spouse or domestic partner.

Maximum Salary Rate. The maximum salary authorized by the pay plan for an employee within an assigned salary grade.

Merit Increase. An increase in salary above the standard job rate based on service that exceeds the standard and/or expected performance of the assigned position.

NCGS. The North Carolina General Statutes.

Commented [JJ3]: Added

Non-Exempt Employee. An employee that is covered by the Fair Labor Standards Act and is subject to the Wage and Hour Act of North Carolina.

Part-Time Employee. An employee who is in a position for which an average work week is at least 20 hours but less than 32 hours and for which at least 12 months continuous employment is needed.

Pay Plan. A listing by grade and step of all the approved maximum, intermediate, and minimum salary ranges authorized by the Town Council for various position classifications of Town government for hiring purposes.

Performance Evaluation System. An annual review of an employee's performance, designed to facilitate fair and equitable merit pay decisions, recognizing performance as the basis for pay increase within the established pay range.

Permanent Position. A position authorized for the budget year for a full twelve months and budgeted for 20 or more hours per week. All Town positions are subject to budget review and approval each year by the Town Council and all employees' work and conduct must meet Town standards. Therefore, reference to "permanent" positions or employment should not be construed as a contract or right to perpetual funding or employment.

Position. A group of concurrent duties and responsibilities requiring the full-time or part-time employment of one person.

Position Classification Plan. A plan approved by the Town Council that assigns classes or positions to the appropriate pay grade.

Probationary Employee. An employee appointed to a full-time or part-time position who has not yet successfully completed the designated probationary period. Probationary employees can be newly hired employees or can be probationary based upon promotion.

Commented [JJ4]: Added

Promotion. The reassignment of an existing employee to a position or classification in the Town service having a higher salary range than the position or classification from which their assignment is made.

Reclassification. The reassignment of an existing position from one class to another based on changes in job duties and responsibilities.

Regular employee. An employee appointed to a full-time or part-time position who has successfully completed the designated probationary period.

Commented [JJ5]: Added

Salary Grade. All positions that are sufficiently comparable to warrant one range of pay rates.

Salary Plan Revision. The uniform raising or lowering of the salary ranges of every grade within the salary plan.

Salary Range. The minimum and maximum salary levels for a given classification for hiring purposes.

Salary Range Revision. The raising or lowering of the salary range for one or more specific classes of positions within the classification plan.

Salary Schedule. See Pay Plan.

Commented [JJ6]: Duplicate definition deleted.

Temporary Employee. An employee who is not in a permanent position, for which either the average work week required by the Town over the course of a year is less than 25 hours or continuous employment required by the Town is less than 12 months.

Temporary Position. A position for which the duties and responsibilities are required to be met for a specific short period of time, normally not to exceed twelve (12) months and which may or may not require attendance by a person for a full work day and/or work week.

Town Clerk. An administrative employee appointed by the Town Manager to the classified position of Town Clerk, and working under the direction and supervision of the Town Manager to fulfill the duties of Town Clerk as provided for in NCGS § 160A-171, with additional duties and responsibilities as designated by the Town Manager.

Commented [JJ7]: Changed from Town Council to be consistent with Town Council direction and Code provision.

Town Council. The governing board of the Town of Weaverville, consisting of the elected mayor and council members.

Commented [JJ8]: Added

Town Attorney. The attorney (or attorneys) appointed by the Town Council to serve at its pleasure to be its legal advisor in accordance with NCGS § 160A-173.

Trainee. An employee status when an applicant is hired (or employee promoted) who does not meet all of the requirements for the position. During the duration of a trainee appointment, the employee is on probationary status.

Transfer. The reassignment of an employee from one position or department to another.

Workday. For the purpose of annual leave and sick leave a workday for non-shift personnel will be eight (8) hours. For shift personnel operating in the police and fire departments a workday for these calculations will be twelve (12) hours.

Section 5. Merit Principle

Commented [JJ9]: Anti-discrimination language expanded

All appointments and promotions shall be made solely on the basis of merit. All positions requiring the performance of the same duties and fulfillment of the same responsibilities shall be assigned to the same class and the same salary range. No applicant for employment or employee shall be deprived of employment opportunities or otherwise adversely affected as an employee because of such individual's race, color, religious beliefs or creed, sex (including gender, gender identity, transgender status, or sexual orientation), age, national or ethnic origin (ancestry), disability or genetic information, marital status, pregnancy, military status, or any other characteristic protected under applicable federal or state law.

Section 6. Responsibility of the Town Council

The Town Council shall be responsible for establishing and approving personnel policies, the position classification and pay plan, and may change the policies and benefits as necessary. Town Council shall also make and confirm appointments when so specified by the North Carolina General Statutes.

Section 7. Responsibility of the Town Manager

The Town Manager shall be accountable to the Town Council for the administration and technical direction of the personnel program. The Town Manager shall appoint, suspend, and remove all Town employees except those whose appointment is otherwise provided for by law. The Town Manager shall make such appointments, and take such other actions, including dismissals, in accordance with the Town Charter and other policies and procedures established in other Articles of this Policy, and other policies enacted in contemplation of this Policy.

The Town Manager shall supervise or participate in:

- (a) recommending rules and revisions to the personnel system to the Town Council for consideration;
- (b) making changes as necessary to maintain an up-to-date and accurate position classification plan;
- (c) preparing and recommending necessary revisions to the pay plan;
- (d) determining which employees shall be subject to the overtime provisions of FLSA;
- (e) establishing and maintaining a roster of all persons and authorized positions in the municipal service, setting forth each position and employee, class title of position, salary, any changes in class title and status, and such data as may be desirable or useful;
- (f) developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- (g) developing, maintaining and administering such guidelines, policies and procedures as are indicated in this Policy;
- (h) performing such other duties as may be assigned by the Town Council not inconsistent with this Policy; and
- (i) appointing an employee to the role of Human Resources Officer.

Commented [JJ10]: Added

Commented [JJ11]: Added

Section 8. Responsibilities of the Human Resources Officer

The Town Manager may appoint a Human Resources Officer or perform this role himself or herself. If serving as Human Resources Officer, the Manager may choose to delegate any of these responsibilities. The responsibilities of the Human Resources Officer are to make recommendations to the Town Manager on the following:

- (a) recommending rules and revisions to the personnel system to the Town Manager for consideration;
- (b) coordinating changes as necessary to maintain an up to date and accurate position classification plan;
- (c) recommending necessary revisions to the pay plan;
- (d) recommending which employees shall be subject to the overtime provisions of FLSA;
- (e) maintaining a roster of all persons in the municipal service;
- (f) establishing and maintaining a list of authorized positions in the municipal service at the beginning of each budget year which identifies each authorized position, class title of position, salary range, any changes in class title and status, position number and other such data as may be desirable or useful;
- (g) developing and administering such recruiting programs as may be necessary to obtain an adequate supply of competent applicants to meet the needs of the Town;
- (h) developing and/or coordinating training and educational programs for Town employees;
- (i) periodically investigating the operation and effect of the personnel provisions of this Policy; and
- (j) performing such other duties as may be assigned by the Town Manager not inconsistent with this Policy.

Commented [JJ12]: Added

Section 9. Departmental Rules and Regulations

Commented [JJ13]: Renumbered

Because of the particular personnel and operational requirements of the various departments of the Town, each department is authorized to establish supplemental written rules and regulations applicable only to the personnel of that department. All such rules and regulations shall be subject to the approval of the Town Manager, and shall not in any way conflict with the provisions of this Policy, but shall be considered as a supplement to this Policy.

Town of Weaverville Personnel Policy

Article V. Conditions of Employment

Section 1. Work Schedule, Attendance and Promptness

Department Heads shall establish work schedules, with the approval of the Town Manager, which meet the operational needs of the department in the most cost effective manner possible.

The Town depends on employees to provide needed services every day. Regular attendance is mandatory and is part of the work standards of all jobs. Poor attendance can negatively affect performance evaluations and may lead to disciplinary action. Excessive absenteeism or a chronic attendance problem can lead to disciplinary action up to and including dismissal.

Likewise, all employees are expected to be prompt in reporting to work and in returning to work from any meal or other absences from the workplace. If an employee anticipates being more than 15 minutes late in returning or reporting to work, the employee is expected to notify their supervisor of their delay in returning or reporting to work.

Section 2. Solicitation and Acceptance of Gifts and Favors Prohibited

No official or employee of the Town shall solicit or accept any gift, favor, or thing of value (\$100 or more) that may tend to influence such employee in the discharge of the employee's duties, create a perception of influence, or grant an improper favor, service, or thing of value in the discharge of duty.

Section 3. Conflicts of Interest

The Town of Weaverville respects the rights of employees to engage in activities outside of employment that do not conflict with the Town's interests. The Town reserves the right to require any employee to cease an activity which it determines to be in conflict with the interests of the Town. While describing all the circumstances and conditions that may involve a conflict of interest is impossible, the following list is intended to provide guidance for employees:

- Employees are expected to put forth their best efforts in the interest of the Town and the conduct of its affairs.
- Employees are expected to provide full disclosure of potential conflicts of interest to his or her Department Head.
- Employees are expected to maintain confidentiality about the Town and information concerning the Town and its customers.

Commented [JJ1]: This Article contains substantial revisions and additions; requires Town Manager to develop and adopt policies for the following:

Travel and Travel Reimbursement
Use of Town Vehicles and Equipment
Internet and Social Media
Substance Abuse

Commented [JJ2]: Added

Commented [JJ3]: Simplified

Commented [JJ4]: New Section

- No employee may engage in outside work that will interfere with his or her primary job with the Town. All outside employment, including self-employment, must be approved by the Town Manager.
- Employees may not accept a professional retainer, commission, consulting fee or any other fee arrangement or remuneration without prior full disclosure and approval by the Town Manager.
- Outside work may not be done during an employee's regularly scheduled work hours.
- The Town facilities, equipment, labor, or supplies may not be used to conduct any outside activity.
- Any employee doing any professional outside work is under obligation to advise his or her client that the work is in no way by, for, or in the name of the Town.
- Employees may not accept personal gifts or favors of substantial value (\$100+).
- Employees may not disclose confidential information concerning the property, government, or affairs of the Town or use such information to advance financial or other private interest of themselves or others.
- Employees may not use any information gained as an employee of the Town to advance financial or other private interest of themselves or others.
- Employees may not enter into any transaction or agreement, whether verbal or written, involving the Town's operations, with anyone in a close familial, business, or other associational relationship without prior full disclosure and approval of the Town Manager.

Any questions regarding a possible conflict of interest or outside work should be discussed with the employee's Department Head.

Section 4. Political Activity Restricted

Every employee of the Town of Weaverville has a civic responsibility to support good government by every available means and in every appropriate manner. Any employee may join or affiliate with civic organizations of a partisan or political nature, may attend political meetings, and may advocate and support the principles or policies of civic or political organizations in accordance with the constitution and laws of the State of North Carolina and the constitution and laws of the United States of America. However, while on duty, no employee of the Town of Weaverville shall:

- a. engage in any political or partisan activity;
- b. use official authority or influence for the purpose of interfering with or affecting the result of an election or a nomination for office;
- c. be required as a condition of employment, promotion, or tenure of office to contribute funds for political or partisan purposes;
- d. coerce or compel contributions for political or partisan purposes by another employee of the Town;
- e. use funds, supplies, or equipment of the Town for political or partisan purposes; or
- f. be a candidate for nomination or election to Town office.

Commented [JJ5]: Only minor modifications - no change in content

Any violation of this section may subject the employee to dismissal or other disciplinary action.

Section 5. Harassment Prohibited

Commented [JJ6]: Policy statement broadened; procedures moved to new Article XV

Harassment disrupts the workplace. The Town's goal is to provide a workplace free of tension or unfair treatment based on race, color, religious beliefs or creed, sex (including gender, gender identity, transgender status, or sexual orientation), age, national or ethnic origin (ancestry), disability or genetic information, marital status, pregnancy, military status, or any other characteristic protected under applicable federal or state law. The Town fully supports enforcement of state and federal anti-discrimination laws which provide that illegal harassment is prohibited.

Each employee is charged with conducting himself or herself in a manner which represents the right of his or her fellow employees to work in an environment free from harassment. All employees are prohibited from engaging in harassment of any other employee or other persons in the course of or in connection with their employment. All management employees have the responsibility for ensuring the provision of a harassment-free workplace.

Employees who are found to be engaged in harassment are subject to disciplinary action up to and including dismissal. Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees.

Article XV of this Personnel Policy contains the Town's Harassment Policy which includes definitions and procedures for use by any employee, or group of employees, who believes that he or she has been the subject of harassment.

Section 6. Outside Employment

The work of the Town takes priority over the other occupational interests of employees. All outside employment for salaries, wages, or commission and all self-employment must be reported to the employee's department head before work is to begin. The department head and the Town Manager will determine whether the outside work would create a conflict of interest or otherwise be incompatible with the Town service. The assumption of outside employment without prior approval by the Town Manager may be deemed improper conduct and subject the employee to disciplinary action, up to and including dismissal. Documentation of the approval or disapproval of outside employment will be placed in the employee's personnel file. Examples of conflicts of interest in outside employment include, but are not limited to:

- employment with organizations or in capacities that are regulated by the employee or employee's department; or
- employment with organizations or in capacities that negatively impact the

employee's perceived integrity, neutrality, or reputation related to performance of the employee's Town duties.

Commented [JJ7]: Added language

Section 7. Dual Employment

The Town prohibits any employee from holding more than one position with the Town if the combined positions will result in the employee working more than 40 hours per week in any week of the year. The Town will consult the Fair Labor Standards Act regulations in all dual employment cases to ensure that the regulations are followed.

Section 8. Employment of Relatives

Commented [JJ8]: Section has been modified for clarity

The Town prohibits the hiring and employment of immediate family in full or part-time positions within the same work unit. The Town also prohibits the employment of any person into a regular position who is an immediate family member of individuals holding the following positions: Mayor, Vice Mayor, Town Council Member, Town Manager, Town Attorney, Town Clerk, or any Department Head. Otherwise the Town will consider employing family members or related persons in the service of the Town, provided that such employment does not:

- (a) result in a relative supervising a relative;
- (b) result in a relative auditing the work of a relative;
- (c) create a conflict of interest with either relative and the Town; or
- (d) create the potential or perception of favoritism.

This provision shall not apply retroactively to anyone employed when the provision is adopted by the Town. Should an immediate family member of a Town employee be elected to Town Council, the employee shall resign within six months of the beginning of the relative's term of office.

Section 9. Required Travel

Commented [JJ9]: Modified; policies and procedures moved to new Article XVI.

In striving to provide the best service possible, the Town promotes continued education and training for its officials and employees, some of which can be gained through on-the-job-training, but other educational and training opportunities require schooling and travel away from Weaverville. Additionally, there are times when official Town business requires travel outside of Buncombe County. This travel is important as Town officials and employees perform their job responsibilities and further their career development. With travel a necessity, the Town must strive to provide superior services while maintaining integrity and fiscal responsibility.

Any official or employee traveling on Town business is expected to exercise the same care in incurring expenses that a prudent person would exercise in traveling on personal business and expending personal funds. Article XVI contains the Town's policies and procedures related to travel and travel reimbursements that are adopted in order to ensure

that public funds are expended prudently and effectively. Employees are expected to comply with any and all such policies and procedures.

Section 10. Performance Evaluation

Department Heads and/or supervisors shall conduct performance evaluation conferences with each employee at least once a year. These performance evaluations shall be documented in writing, shared with the employee, and placed in the employee's personnel file. Procedures for the performance evaluation program shall be published by the Town Manager. Consideration of annual performance evaluations can be given in determining compensation.

Commented [JJ10]: Added

Section 11. Safety

Safety is the responsibility of both the Town and its employees. It is the policy of the Town to establish a safe work environment for employees; ensure the Town's legal compliance with OSHA, DOT, and EPA; reduce and eliminate personal and property losses; and heighten employee awareness of health and safety in the Town.

Commented [JJ11]: Section has been expanded

The Town places a high priority on safety. Sacrificing safety in order to save money or complete a task more quickly is unacceptable. The Town's goal is to eliminate avoidable personal injuries and accidents through compliance with applicable federal, state, local and Town rules and regulations governing health and safety.

The Town has established a safety program including policies and procedures regarding safety practices, precautions, and training in safety methods, and use of personal protective equipment (PPE). A safety committee, which is comprised of representatives from each Town Department, has been established to aid the Town in these matters. Department Heads and supervisors are responsible for insuring the safe work procedures of all employees and providing necessary safety training programs, and PPE. Employees shall follow the safety policies and procedures, attend safety training programs, and wear appropriate PPE, as a condition of employment. Employees who violate such policies and procedures shall be subject to disciplinary action up to and including dismissal.

Section 12. Internet and Social Media Use

Commented [JJ12]: Policy statements added; Town Manager policies

The use of the Town's information technology, including its computer systems, all forms of internet and intranet access, and email, is critical to accomplishing the Town's goals and providing governmental services. Brief and occasional personal use of email or the internet is acceptable as long as it is not excessive or inappropriate, occurs during personal time and does not result in expense or harm to the Town.

The Town has a social media presence in order to provide information to citizens on governmental activities and to better connect with the community. The Town respects the rights of employees to use blogs and social media sites as a medium of self-expression and public conversation and does not discriminate against employees who use these media for

personal interest and affiliations or other lawful purposes. Employees are expected to act responsibly and exercise good judgment when interacting with social media resources, recognizing that personal and professional lives can easily be blurred.

The Town Manager shall establish a separate policy in which guidelines are provided to employees regarding appropriate internet and social media use. Employees are expected to follow the guidelines and policies adopted by the Town Manager concerning internet use and social media.

Section 13. Drug-Free Workplace

All aspects of society are harmed by illicit drug use, with the workplace being especially impacted. Providing a positive work environment is a high priority for the Town and, to that end, the Town provides a drug-free workplace for all employees. The Town Manager shall establish policies and procedures related to employee substance abuse in order to ensure the safety and well-being of citizens and employees, and to comply with any federal, state or other laws and regulations. Employees are expected to follow the guidelines, policies and procedures adopted by the Town Manager.

Commented [JJ13]: Renamed, slightly modified and policies and procedures to be adopted by Town Manager

Section 14. Disruptions in the Work Place

The Town has a responsibility to maintain a productive and professional work environmental conducive to conducting the Town's business. To that end, employees are expected to keep any work place disruptions and distractions to a minimum. This includes, but is not limited, personal visits and phone calls, texting and messaging, social media, use of internet for personal purposes, receiving personal mail or packages, charitable solicitations, or other activities that distract an employee or co-workers from the work of the Town. Supervisors will provide feedback to employees on any actions that are becoming distracting.

Commented [JJ14]: New section

Section 15. Workplace Violence Prevention

The Town is committed to preventing workplace violence and to maintaining a safe work environment. Behavior that is intended or likely to be perceived as intending to create a fear of bodily harm, actual physical injury, or damage to Town property will not be tolerated. Those who engage in such behaviors will be held accountable and dealt with in a manner consistent with maintaining a violence-free workplace. The Town shall adopt a policy concerning workplace violence prevention which contains guidelines and procedures to deal with intimidation, harassment or other threats of or actual violence that may occur on-site during work-related activities.

Commented [JJ15]: New section; Town Manager to adopt policy

Section 16. Weapon-Free Workplace Policy

It is the policy of the Town to maintain a work environment that is safe for all persons, including employees and the community, and conducive to attaining high work standards.

Commented [JJ16]: New section

To achieve these objectives, the Town is committed to a strong stand against firearms and weapons in the workplace. It is the Town's policy to maintain a firearms and weapons free workplace and prohibit the possession of firearms and weapons regardless of any license or permit that an individual may have which would otherwise authorize the individual to carry firearms or weapons. A concealed carry permit does not supersede Town policy.

Any employee in violation of this policy will be subject to prompt disciplinary action up to and including dismissal. Except as otherwise provided, all Town employees, are subject to this provision, including contract and temporary employees, visitors and customers on Town property. **Qualified law enforcement officers** that are carrying out official duties are exempt from this policy.

Commented [JJ17]: Law Enforcement Officers Safety Act of 2004 preempts

Section 17. Use of Town Vehicles and Equipment

Operation of a Town vehicle is both a privilege and a responsibility. The Town Manager shall establish and maintain a procedure relating to the requirements of employees who operate town vehicles and ensure that employees are provided with a copy and training regarding specifics within the procedures and updates as changes to the procedures are made. The Town Manager may also establish procedures regarding operation and use of other Town equipment. Employees are expected to follow the guidelines, policies and procedures adopted by the Town Manager.

Commented [JJ18]: New section; Town Manager policies and procedures

Employees are required to turn in town equipment when they leave town employment or at the request of the Town Manager. The Town has the authority to make deductions from final pay checks for any town equipment not returned.

Section 18. Inclement Weather Policy

It is the Town's policy to remain open during most periods of inclement weather; however, where extraordinary circumstances warrant, due to weather or other unforeseen business interruption, the Town Manager has the authority to modify the opening and/or closing of Town offices and alter operations. The safety of employees and citizens is the most critical issue during weather events. For the safety of employees, each employee must make the decision to come to work or not based on conditions facing them.

Commented [JJ19]: New section

Town of Weaverville Personnel Policy

Article XIV. Records and Reports

Section 1. Records Maintenance

The Town maintains, in accordance with federal and state regulations, a service record on each employee containing all information pertinent to his or her employment, including such data as employment applications, evaluation reports, leave records, special commendations, training and educational activities, pay, benefits, and documents related to promotions and transfers.

The Human Resources Officer, with the approval of the Town Manager, will prescribe necessary forms and reports for all personnel actions and will retain records necessary for the proper administration of the personnel system. There shall be one set of official personnel files, centrally located or as designated by the Town Manager. These files shall contain documents such as employment applications and related materials, records of personnel actions, documentation of employee warnings, disciplinary actions, performance evaluations, retirement and insurance records, letters of recommendation, and other personnel-related documents.

Pursuant to the ADA, all medical information, including workers' compensation history, FMLA, voluntarily donated leave, and requests for reasonable accommodation for disability, shall be kept separate from an employee's personnel file and shall be disclosed only in accordance with the ADA and the ADA policies contained within this Personnel Policy.

Each employee is responsible for keeping the Human Resource Officer advised of any changes in their personnel data, such as address, phone number, emergency contact information or change in number of dependents so records remain current.

Section 2. Access to Public Information

In compliance with NCGS § 160A-168, the following information with respect to each Town employee is a matter of public record:

- (1) name;
- (2) age;
- (3) date of original employment or appointment to the service;
- (4) the terms of any contract by which the employee is employed whether written or oral, past and current, to the extent that the Town has the written contract or a record of the oral contract in its possession;
- (5) current position
- (6) title;
- (7) current salary;
- (8) date and amount of each increase or decrease in salary with the Town;

- (9) date and type of each promotion, demotion, transfer, suspension, separation, or other change in position classification with the Town;
- (10) date and general description of the reasons for each promotion with the Town;
- (11) date and type of each dismissal, suspension, or demotion for disciplinary reasons taken by the Town. If the disciplinary action was a dismissal, a copy of the written notice of the final decision of the Town setting forth the specific acts or omissions that are the basis of the dismissal; and
- (12) the office to which the employee is currently assigned.

Any person may have access to this information for the purpose of inspection, examination, and copying, during regular business hours, subject only to such rules and regulations for the safekeeping of public records as the Town may adopt.

For the purposes of this subsection, the term "salary" includes pay, benefits, incentives, bonuses, and deferred and all other forms of compensation paid by the Town.

Pursuant to the ADA, all medical information, including workers' compensation history, FMLA, voluntarily donated leave, and requests for reasonable accommodation for disability, shall be disclosed only in accordance with the ADA and the ADA policies contained within this Personnel Policy.

Section 3. Access to Confidential Records

In accordance with NCGS § 160A-168, all information contained in a Town employee's personnel file, other than the information mentioned in Section 2, is confidential and shall be open to inspection only in the following instances:

- (1) The employee or his/her duly authorized agent may examine all portions of his/her personnel file except letters of reference solicited prior to employment, and information concerning a medical disability, mental or physical, that a prudent physician would not divulge to the patient.
- (2) A licensed physician designated in writing by the employee may examine the employee's medical record.
- (3) A Town employee having supervisory authority over the employee may examine all material in the employee's personnel file.
- (4) By order of a court of competent jurisdiction, any person may examine all material in the employee's personnel file.
- (5) An official of an agency of the state or federal government, or any political subdivision of the State of North Carolina, may inspect any portion of a personnel file when such inspection is deemed by the Town Manager to be necessary and essential to the pursuit of a proper function of the inspecting agency, but no information shall be divulged for the purpose of assisting in a criminal prosecution of the employee, or for the purpose of assisting in an investigation of the employee's tax liability. However, the official having custody of the personnel records may release the name, address, and

telephone number from a personnel file for the purpose of assisting in a criminal investigation.

- (6) An employee may sign a written release to be placed in his/her personnel file that permits the record custodian to provide, either in person, by telephone, or by mail, information specified in the release to prospective employers, educational institutions, or other persons specified in the release.
- (7) The Town Manager, with the concurrence of the Town Council, may inform any person of the employment, non-employment, promotion, demotion, suspension or other disciplinary action, reinstatement, transfer, or termination of a Town employee, and the reasons for that action, if the Town Manager determines that the release is essential to maintaining the level and quality of Town services. The Town Manager's determination that the release is essential to maintaining the level and quality of Town services must be made in writing, must be retained in the Town Manager's office, is a record for public inspection, and shall become a part of the employee's personnel file.

Section 4. Records of Former Employees

The provisions for access to records apply to former employees just as they apply to present employees.

Section 5. Remedies of Employees Objecting to Material in File

An employee who objects to material in his/her file may place a statement in the file relating to the material considered to be inaccurate or misleading. The employee may seek removal of such material in accordance with established grievance procedures set forth in Article XII.

Section 6. Penalties for Inappropriately Accessing, Examining or Copying of Confidential Records

Section § 160A-168 of the North Carolina General Statutes provides that any public official or employee who knowingly and willfully permits any person to have access to any confidential information contained in an employee personnel file, except as expressly authorized by the designated custodian, is guilty of a misdemeanor and upon conviction shall be subject to a fine in the discretion of the court.

Likewise, NCGS § 160A-168 provides that any person, not specifically authorized to have access to a personnel file designated as confidential, who shall knowingly and willfully examine in its official filing place, remove or copy any portion of a confidential personnel file shall be guilty of a misdemeanor and upon conviction shall be subject to a fine in the discretion of the court.

Section 7. Destruction of Records Regulated

No public official may destroy, sell, loan, or otherwise dispose of any public record, except in accordance with NCGS § 121-5, without the consent of the State Department of Cultural Resources. Whoever unlawfully removes a public record from the office where it is usually kept, or whoever, alters, defaces, mutilates or destroys it will be guilty of a misdemeanor and upon conviction will be fined in an amount provided in Section § 132-3 of the General Statutes.

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Town of Weaverville Personnel Policy

Article XV. Harassment Policy

Section 1. Harassment Prohibited

Each employee is charged with conducting himself or herself in a manner which reflects the right of his or her fellow employees to work in an environment free from harassment. All employees are prohibited from engaging in harassment of any other employee or other persons in the course of or in connection with their employment. All management employees have the responsibility for ensuring the provision of a harassment-free workplace.

Section 2. Definitions.

For the purposes of this Personnel Policy the following definitions shall apply:

Harassment – Harassment includes any unwarranted and unwanted verbal or non-verbal conduct which threatens, intimidates, pesters, annoys, or insults another person, where such conduct has a purpose or effect of creating offensive, intimidating, degrading, or hostile environment or interferes with or adversely affects a person's work. Harassment that is prohibited includes, but is not limited to:

- a. Making or repeating offensive jokes, slurs, epithets or name calling;
- b. Physical assaulting or threatening;
- c. Intimidating;
- d. Ridiculing or mocking;
- e. Insulting or putting someone down;
- f. Displaying offensive objects or pictures;
- g. Making negative comments about an employee's religious beliefs, or trying to convert them to a certain religious ideology;
- h. Using racist slang, phrases, or nicknames;
- i. Remarks about an individual's skin color or ethnic traits;
- j. Displaying racist drawings or poster that might be offensive to a particular group;
- k. Making offensive gestures;
- l. Making offensive reference to an individual's mental or physical disability;
- m. Offensively talking about negative racial, ethnic, or religious stereotypes;
- n. Sharing inappropriate images, videos, emails, letters or notes;
- o. Making derogatory age-related comments;
- p. Interfering with work performance.

Sexual Harassment – Sexual harassment includes:

- (ii) Any unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature;
- (iii) Threats or insinuations, either explicitly or implicitly, that an employee's employment, evaluations, wages, advancement, assigned duties, shifts, or any other conditions of employment or career development is dependent upon submission to or rejection of sexual conduct;
- (iv) Other sexual harassment which is prohibited in the workplace includes but is not limited to:
 - a. Engaging in offensive sexual flirtations;
 - b. Repeatedly requesting a date or for sexual activity;
 - c. Pressuring or demanding a date or for sexual activity;
 - d. Making sexual advances or propositions;
 - e. Engaging in verbal abuse of a sexual nature;
 - f. Making graphic verbal comments about an individual's body;
 - g. Using sexually degrading words used to describe an individual;
 - h. Sharing or displaying pictorial or actual displays of obscenities or sexually suggestive objects or pictures;
 - i. Making written, verbal, pictorial or nonverbal communications of a sexual nature;
 - j. Unwelcomed, deliberate, or repeated touching or physical contact (including pinching, patting, rubbing, massaging, or purposefully brushing up against another person);
 - k. Making or repeating jokes of a sexual nature;
 - l. Sharing sexually inappropriate images or videos, such as pornography or salacious gifs, with co-workers;
 - m. Sending suggestive letters, notes or emails;
 - n. Displaying inappropriate sexual images or posters in the workplace;
 - o. Telling lewd jokes, or sharing sexual anecdotes;
 - p. Making inappropriate sexual gestures;
 - q. Staring in a sexually suggestive or offensive manner, whistling, or cat-calling;
 - r. Making sexual comments about appearance, clothing, or body parts;
 - s. Asking sexual questions, such as inquiries about someone's sexual history or their sexual orientation or preferences;
 - t. Making offensive comments about someone's sexual orientation or gender identity.

Section 3. Confidentiality

All claims of harassment and related investigations will be kept as confidential as possible. The Town has an obligation to ensure a harassment-free workplace, so confidentiality cannot be guaranteed if it will compromise a thorough investigation. Due to the confidential nature of personnel matters, the Town has legal obligations to maintain confidentiality with regard to personnel matters.

Section 4. No Retaliation

Employees making complaints of harassment are protected against retaliation from alleged harassers or other employees.

Section 5. Procedure

All complaints shall be taken seriously and shall be fully investigated. A complaint under this Section should proceed based on the following procedure:

Step 1 – Notification of Claim. Any employee affected by such conduct or is witness to such conduct, whether physical or verbal, should notify their Department Head, the Town Manager, or Human Resources Officer as soon as possible. It is preferred that such notification be made in writing, signed and dated by the employee, so as to more easily facilitate an investigation.

Step 2 – Investigation of Claim. The Human Resources Officer shall immediately investigate the complaint by interviewing, at a minimum, the complaining employee, the alleged harasser, and any witnesses named by the parties. In the event that the Human Resources Officer is the alleged harasser, the Town Manager will conduct the investigation. To effectuate a thorough investigation the Human Resources Officer or Town Manager may seek the advice or assistance of the Town Attorney.

Step 3 – Report of Investigation. Upon completion of the investigation of the alleged harassment, the Human Resources Officer shall submit to the Town Manager a report setting forth the facts of the case and a recommendation for action. All investigative information should be documented in detail. Witness statements should be reviewed and signed by the witnesses.

Step 4 – Remedial and/or Disciplinary Action. A finding that an employee harassed another employee or member of the public may lead to a full range of disciplinary actions up to and including dismissal. Any disciplinary action based on the results of the investigation will be handed by the Town Manager under the Disciplinary Policy. Remedial action based on the findings of the investigation may include but are not limited to the following: re-assignment, back pay, promotion, pay adjustments, reinstatement and hiring adjustments.

Step 5 – Notification of Resolution. The Human Resources Officer and/or the Town Manager will notify the complainant of the results but in so doing, may not be authorized to share confidential details. To that end, the complainant may only receive a statement that the situation has been handled.

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Town of Weaverville Personnel Policy

Article XVI. Travel Policy

Section 1. Introduction

The Town of Weaverville recognizes that Town officials and employees are sometimes required to travel both within and outside of North Carolina for the purpose of representing the Town at meetings and professional associations, as well as for receiving the education and training necessary to provide the best service possible for the Town.

Section 2. Purpose and Objectives

The purpose of this policy is to make uniform provision for reimbursement of necessary expenses of Town employees and officials of the Town who are required to travel within or outside of the Town boundaries in the performance of their duties and in the interest of Town affairs. This policy provides guidelines for transportation, lodging and meal allowances for Town employees and officials when traveling in association with job responsibilities. The policy serves as a reference for travel regulations, payment and/or reimbursement for travel expenses, and employee conduct.

The Town's objectives in implementing this policy are as follows:

- To ensure employee integrity and public trustworthiness when traveling
- To provide consistent standards in travel expenses
- To prevent excessive travel costs

Section 3. Scope

This policy applies to all Town officials and employees. Town officials include all elected officials and members of any board or committee appointed by Town Council or the Town Manager. All decisions made by the Town Manager with respect to work-related travel and the enforcement of this policy are final.

Section 4. Definitions

For the purposes of this Personnel Policy the following definitions shall apply:

Duty Station – The location at which the employee spends the majority of his or her working hours. For an employee in travel status, the duty station should be the point where traveling begins the majority of the time (home or office). The Department Head can approve the designation of an employee's home as the duty station.

Registration and/or Program Fees – Any fees associated with registration for or attendance at a conference, course, or other event that is related to Town business. Registration fees are reimbursable at the actual amount as shown by a valid receipt or invoice. The town official or employee may receive reimbursement or the department can pay the fee. These fees are part of the "travel and training" line item. The department must require itemization and documentation of expenses.

Reimbursements – Amounts paid by the Town in response to a filed request, which a Town official or employee must file for approval and payment within ten (10) business days after the travel period ends for which the reimbursement is being requested. "Travel period" is the days which the travel occurred.

Requesting Party – The person(s) who will receive reimbursement for travel costs incurred while conducting Town business or receiving continuing education.

Transportation expenses – Include personal automobile, taxi, shared ride services (such as Uber or Lyft), bus, train, airplane, motor pool charges, auto rentals, tolls, and parking fees. In order to be eligible for reimbursement, employees, town officials, board members, or other eligible travelers must incur all travel expenses while conducting official Town business.

Travel – Going to and from the normal job location to a site located outside Buncombe County to conduct Town business. The requesting party can receive a travel advance or a reimbursement for actual costs incurred, subject to the limitations established in this policy.

In-State Travel is travel within North Carolina but outside of Buncombe County. Department Heads are responsible for approving travel within their department. If the department head is requesting travel, the Town Manager will provide approval.

Out-of-State Travel status begins when the employee leaves the State and remains in effect until the employee returns to the State. The Town Manager must approve out-of-state travel requests by employees and Department Heads. This policy does not permit use of town-owned vehicles out-of-state unless the Town Manager has approved in advance.

Short Distance Travel is travel within a 75-mile radius of the employee's normal job location not involving lodging and does not require written approval. The employee, however, should notify their Department Head or Town Manager of their travel plans, and should receive a verbal approval of the plans. Failure to notify the Department Head or Town Manager of the travel plans will result in the requesting party receiving no reimbursement for travel costs.

Travel Advances – All traveling expenses paid to the appropriate party in advance of the travel period. Travel advances are only available for travel periods longer than one (1) day and will only cover costs associated with registration and program fees, lodging, meals, and

anticipated mileage if a private vehicle is to be used. Travel advances occur at the discretion of the Department Head, Town Manager, or Finance Officer. The Finance office will provide an advance no later than five (5) working days prior to the date travel will commence. The amount of the travel advance may not exceed the estimated total travel cost. Excess travel advances are subject to reimbursement standards in this policy. Finance will not issue a travel advance unless the Town Manager and the Finance Officer have approved it.

Section 5. General Travel

A. Authorization

Travel requires prior authorization. A travel request must describe the purpose of the proposed trip, the amount of requested funds, the period away from the town, and must have the approval of the Department Head, Finance Officer and Town Manager. Department Heads should attempt to include all travel and training cost estimates in their annual budgets. The Town Manager or Department Head may rescind the travel authorization at any time.

B. Transportation – Necessary travel will be accomplished by the most economical means which is reasonably expeditious.

1. Town-Owned Vehicles: Whenever possible, town officials and employees should use town fleet vehicles for travel. While traveling in a town-owned vehicle, all town officials and employees are subject to the Town's Vehicle Use Policy. General rules for travel in town-owned vehicles include:

- Town vehicles are not for out-of-state travel use unless approved in advance by the Town Manager.
- Town officials and/or employees attending the same event should arrange for carpools whenever possible.
- Individuals other than town officials or employees may not accompany a town official or employee in town-owned vehicles unless they have a business interest in the purpose of the trip and their presence relates to town business. This is for liability purposes only.
- Town officials and employees may take a town-owned vehicle home the night before travel begins if they are required to leave before 7:00 am.
- Town-owned vehicles are not for personal errands except for *de minimis* amount of personal use, such as driving the vehicle to and from dinner.

2. Private Vehicles: Town officials and employees may use their private vehicle under the following circumstances:

- Approval by Department Head and/or Town Manager

- A town-owned vehicle is unavailable
 - A companion is accompanying a town official or employee beyond the short distance travel mileage
 - The requesting party needs a specially equipped vehicle.
- a. **Reimbursement:** When town officials or employees use their private vehicle for travel, they are eligible for reimbursement for the items below:
- Mileage at the prevailing IRS allowable rate
 - Reasonable parking fees, tolls, and expenses of a similar nature, when appropriate to the travel, are reimbursable with presentation of receipts

If there are any personal use miles on the trip, those miles do not count toward the total amount of miles. A *de minimis* amount of personal use, such as driving the vehicle to and from dinner, is permissible. Only mileage for the shortest usually traveled route plus mileage related to official business is reimbursable. A map indicating the mileage between the duty station and destination should accompany the requesting party's travel reimbursement form.

- b. **Car Pooling** – Town officials and/or employees attending the same event should arrange for carpools whenever possible. In the event of carpooling to an event, only one reimbursement for mileage will occur.

3. Common Carrier Travel (airline, train, bus) – When travel by means other than automobile is necessary the following guidelines apply:

- Reimbursement for air, rail, or bus fare is limited to business or coach fare, substantiated by a receipt.
- Common carrier travel is permissible when the duration of the trip is greater than six (6) hours or under circumstances approved by the Town Manager.
- Common carrier arrangements should be for the lowest fares available under the travel circumstances and time requirements. Travelers should be flexible as to time of day, carrier selection, and routing to obtain the lowest possible fare. Town travelers, however, do not need to depart before 7:00 am or arrive after 9:00 pm under normal circumstances.
- Penalties and charges resulting from the cancellation of reservations shall be the Town's obligation if cancellation or change of the town official or employee's approved travel is at the direction of and for the convenience of the Town. If the cancellation or change is for the personal benefit of the town official or employee, it shall be the town official or employee's obligation to pay the penalties and charges. However, in the event of accidents, serious illness, or death within the town official or employee's immediate family, or

other critical circumstances beyond the control of the employee as approved by the Town Manager, the Town will pay the penalties and charges.

- Reimbursement of expense for airport parking is limited to four days (equivalent to 96 hours). Airport parking expenses in excess of 96 hours are reimbursable if the Department Head has given advance approval.
- 4. Other Transportation:** In the event a town official or employee requires another mode of transportation, the following guidelines apply:
- a. **Rental vehicles:** Rental vehicles are available for reimbursement only as a last resort. Employees are required to purchase the rental vehicle insurance when renting vehicles. A receipt is necessary for reimbursement. The Town Manager must approve rental vehicle use in advance of travel.
 - b. **Airport shuttles:** Airport shuttle fees are only reimbursable for one round trip.
 - c. **Buses:** Bus fares are only reimbursable for one round trip bus fare.
 - d. **Taxis:** Taxi fares are only reimbursable when airport shuttle service is not available and/or rental vehicles are not a cost effective means of transportation.
 - e. **Ride share vehicles:** Fees for ride sharing with Uber, Lyft, or other similar services are only reimbursable when airport shuttle service is not available and/or rental vehicles are not a cost effective means of transportation.

C. Meals

1. Meal Allowance –

Meals consumed by town officials or employees as part of official town business will receive an advance or reimbursement based upon the per diem allowance established by the federal high-low per diem method. Travelers may receive allowances for meals for partial day travel according to the following schedule:

Breakfast: Departs prior to 7am

Lunch: Departs prior to 12pm or return after 2pm

Dinner: Departs prior to or returns after 7pm

Per diem meal allowance rates include gratuities, vending machines, and snacks. Meals provided as a part of any meeting or conference will be deducted from the daily allowance.

2. **Reimbursable Expense** – Single day event meals are reimbursable at the actual cost of the meal, not to exceed the level specified above. For reimbursement the requesting party must provide an itemized receipt with individual names and the justification for lunch printed on the back of the receipt. The requesting party is not to use town funds for any meal that is included in the registration or program fee. A copy of the conference or program agenda should accompany all travel requests.
3. **Advance Allowance** – Town officials and employees are eligible for advance meal allowances for travel periods occurring over multiple days. In order to receive the cash allowance, the requesting party should complete a travel request form and notify the Finance Officer of the departure date. The requesting party should turn in the travel request form no later than ten (10) business days in advance of the travel date. The requesting party is not to use town funds for any meal that is included in the registration or program fee. A copy of the conference or program agenda should accompany all travel requests.

D. Lodging

1. **Authorization** – Town officials and employees must receive approval from Town Council, the Town Manager, and/or the appropriate Department Head when a travel period requires lodging. The travel must involve a destination located at least 75 miles from the assigned duty station to be eligible for lodging. If the trip requires the employee to begin travel before 7am in order to arrive at the destination on the opening day of the school, conference, etc, the employee is eligible to make reservations for the prior evening with advance approval.
2. **Reservations** – Town officials and employees should make every attempt to arrange for accommodations at the most cost-effective location while considering safety and convenience to the school or conference. Consideration should be given to any block rooms set aside for the conference or training as this lodging rate is often the lowest. Town officials and employees attending schools and conferences are responsible for their own lodging reservations. Likewise, the town official or employee is responsible for cancelling any reservations if necessary.
3. **Payment** – Lodging necessary to accommodate overnight travel is reimbursable or eligible for payment with an advance check. The requesting party may secure reservations with the town credit card if approved by the Finance Officer.
4. **Amenities** – Amenities not included in the hotel rate are the responsibility of the town official or employee. These include personal phone calls, extracurricular activities, movie rentals, dry-cleaning, room service, etc.
5. **Other Expenses** –

- Business calls while at the hotel are covered expenses.
- Baggage handling tips for porters at terminals and hotels and tips for valets are reimbursable but limited to no more than \$2 per bag or \$5 total.

E. Other Costs

- 1. Telephone** –The Town will not reimburse employees for personal phone calls except in an emergency situations.
- 2. Alcohol** – No purchases of alcohol are allowed at any time with funds distributed by the Town, nor will the Town reimburse employees for alcohol purchases.
- 3. Miscellaneous** – Should unexpected expenses occur during travel, the town official or employee may submit a written request for reimbursement to the Department Head and/or Town Manager for approval. All receipts must accompany the request.

F. Travel Companions –

- 1. Employees with Disabilities** – Payment of travel and subsistence expenses for attendants for physically challenged town officials or employees while traveling on town business may be subject to reimbursement to the same extent as other individuals covered by this policy if the Department Head and/or Town Manager grants prior approval.
- 2. Non-Employee Companions** – Spouses, family members, or other guests may travel with town officials or employees to seminars, meetings, and other gatherings at their own expense.
 - Payment and/or reimbursements to the Town for non-employee companions should occur in advance of travel.
 - At functions where attendance by a companion is appropriate, such as banquets held in conjunction with conferences, the Town will reimburse the actual costs of the individual attending with the town official or employee, exclusive of travel expenses.
 - If a non-employee companion is traveling with an employee, the employee should use a personal vehicle and the Town will provide mileage reimbursement at the prevailing IRS rate; however; the town official or employee should note that while the Town’s insurance covers them while on official business, neither the employee’s companion nor a personal vehicle are covered under the Town’s insurance policies.

Section 6. Submission, Approval and Processing of Reimbursement Requests

Each employee should complete in its entirety a travel expense report and/or a request for travel advance form within five (5) business days of travel. Appropriate forms can be obtained from the Finance Officer. The requesting party should attach receipts for expenses

requiring them, and submit it to their Department Head. Finance will deduct prior advances from reimbursable costs.

The requesting party should submit their reimbursement requests to their Department Head for approval, and the Department Head will then submit it to the Finance Officer. The Finance Officer will determine that the Department Head properly approved the reimbursement form, it is mathematically correct, and that requested reimbursements agree to submitted receipts and are within the limits set by this policy. If an error exists in the reimbursement request, Finance will inform the requesting party and correct the error before payment. Before Finance makes the reimbursement, the Finance Officer will determine that an amount sufficient to pay the request is available for payment, or that there is a sufficient unexpended appropriation in the expenditure item. The Finance Officer will immediately inform the Department Head and requesting party if the town cannot make the payment and why.

Section 7. Compensation for Travel Time

When an employee is away on official business or participating in authorized training courses or authorized professional conferences and meetings, he/she is officially at work. Non-exempt employees who are traveling to or from an event in order to conduct official Town business will receive compensation for all time spent traveling to and from the event. The determination of hours worked for time spent in travel and training shall be in accordance with the provisions of the Fair Labor Standards Act.

Section 8. Trip Cancellation

In the event a town official or employee cancels an approved trip for which the Town has already incurred costs, the official or employee is responsible for obtaining refunds and for canceling hotel reservations to avoid unnecessary charges. If full refunds are not available, the official or employee must submit a letter of explanation to Town Council or the Town Manager requesting a waiver for the non-refunded amount. If the Council or Manager does not approve the request, the town official or employee is responsible for reimbursement to the town.

Section 9. Violations

Violations of this policy by employees which are not corrected or satisfactorily explained to the Finance Officer must be reported to the Town Manager. A requesting party submitting a falsified reimbursement form will be subject to disciplinary action. A Department Head approving a falsified reimbursement form that they know to be false will be subject to disciplinary action.

Any person found to be in violation of this policy, whether in part or in whole, is responsible for reimbursement to the Town of all funds advanced or previously reimbursed and are subject to disciplinary action pursuant to Article IX of this Personnel Policy.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, April 16, 2018

Subject: Weaverville Town Homes - Initial Consideration of a Conditional Zoning District and Consideration of an Amendment to an Existing Water Allocation

Presenter: Planning Director, Public Works Director

Attachments: Conditional Zoning District Application and Site Plans for Weaverville Townhomes, Original Water Allocation for Weaverville Townhomes, New Water Allocation Application

Description:

The Town is in receipt of an application for a Conditional Zoning District for a project known as Weaverville Town Homes. Tonight is Council's initial consideration of the application and must now refer the request to the planning board for the full review process as required by state statute. Initial consideration of such applications are intended to provide town council with the opportunity to express their preliminary thoughts related to the application but shall not serve as a final determination on same.

One such variable staff is requesting Council to consider is the sidewalk requirement established by Sec. 36-24. Said requirement calls for sidewalk construction for new multifamily establishments along all street frontages of the lot for which the development is proposed. It is my understanding that the applicant will be seeking a sidewalk waiver from the Zoning Board of Adjustment as allowed by Town Code. However, if Council is going to require sidewalks along all street frontages there will be no need to take the matter to the Zoning Board of Adjustment for their consideration.

Staff is also in receipt of an application for an amendment to the water allocation previously granted by Council with such request being to add 3 additional residential units.

Action Requested:

Staff is seeking the preliminary thoughts of Council on the proposed project so they may be fully explored by the Planning and Zoning Board during its review of the application and project in order to make the requisite recommendation. Additionally staff is seeking action on the requested revision of an existing water commitment reflective of the increase in proposed dwelling units from 50 to 53.

CONDITIONAL ZONING DISTRICT APPLICATION

Planning and Zoning Department
30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org
\$350.00 Application Fee



Conditional Zoning Districts address situations in which a particular use, properly planned, may be appropriate for a specific site but, the existing zoning district of the site has insufficient standards to mitigate the site-specific impact on the surrounding area.

Uses which may be considered for a Conditional Zoning District shall be established on a case-by-case basis at the request of the property owner. Conditional Zoning Districts are not intended for securing early or speculative reclassification of a property.

A Conditional Zoning District shall be defined as a zoning district in which the development and use of the property included in the district are subject to predetermined ordinance standards, regulations, and conditions imposed as part of the legislative decision creating the district and applying it to the particular property. If the use of an approved Conditional Zoning District ever changes, a new proposed use and plan must be submitted for review by the Town Council.

A fee of \$350.00 shall be paid to the Town of Weaverville for each Conditional Zoning District or rezoning request. During review of the request, all additional costs incurred by the Town above the initial fee of \$350.00 shall be the responsibility of the applicant.

OWNER/APPLICANT NAME:
Northridge Commons Investors, LLC
P.O. Box 1157
Arden, NC 28704

APPLICATION DATE: April 2, 2018

BRIEFLY DESCRIBE THE PROJECT:

The project consists of 53 townhome units with two streets. The units will be served by public water and sewer.

PHONE NUMBER: (828) 684-8800

PROPERTY ADDRESS:

152 Monticello Road
4 & 20 Gill Branch Road

PIN: 9732-79-2660; 9733-70-0050;
9733-70-1422

DEED BOOK/PAGE:
55/160; 108/145; 126/173

LOT AREA (acres): 8.42 acres

ZONING DISTRICT: R-12


SIGNATURE OF APPLICANT


DATE

A petition for a Conditional Zoning District must include a site plan and supporting information that specifies the intended uses for property. A complete site plan will include the following:

	Title block containing:
✓	Name of owner & applicant
✓	Property address
✓	Buncombe County PIN
✓	Date or dates survey was conducted or plan prepared
✓	Scale of the drawing in feet per inch
✓	Deed book and page reference of the deed
✓	Zoning designation of property
✓	Sketch vicinity map depicting the relationship between the proposed subdivision and the surrounding area
✓	North Arrow and orientation
✓	Lot area in acres and square feet
✓	Existing topography of the site and within 300 feet of the site boundary in five (5) foot contours
N/A	Delineation of areas within the floodplain.
✓	Names of owners of adjoining properties, Buncombe County PIN, and zoning designation
✓	Minimum building setback lines applicable to the lot, including drainage or utility easements
✓	Proposed number and location of signs
✓	Exact dimensions, location, height, and exterior features of proposed buildings and structures
✓	Scale of all buildings relative to adjoining properties, including sight lines
✓	Utility easements
✓	Existing and proposed sanitary sewer system layout and a letter of commitment
✓	Existing and proposed water distribution system layout and a letter of commitment
✓	Existing and proposed stormwater system layout. Include copy of application for Buncombe County stormwater permit
N/A	Plans for individual water supply and sewerage/septic disposal system, if any
✓	A statement as to whether or not natural gas, telephone, electric, and cable lines are to be installed, and whether they will be above or below ground
✓	Exact dimension and location of all traffic, parking, and circulation plans showing the proposed location and arrangement of parking spaces.
✓	Existing and proposed roads, driveways, ingress/egress, easements, and rights-of-way both private and public. Include NCDOT driveway permit, if required.
N/A	Existing and proposed encroachments into setbacks, rights-of-way, and/or easements, if any
N/A	Location of significant trees on the property
N/A	Proposed phasing, if any, and expected completion date of the project.

Upon reviewing the application, site plan, and supporting documents, the Planning and Zoning Board will issue statement of reasonableness of the proposed Conditional Zoning District.

Before a public hearing may be held by the Town Council, the petitioner must file in the Office of the Town Clerk, a written report of at least one community meeting held by the petitioner. The report shall include a list of those persons and organization notified of the meeting detailing the method and date of contact' the date, time, and location of the meeting; a roster of persons in attendance, a summary of issues discussed, and a description of any changes to the petition as a result of the meeting. In the event the petitioner has not held at least one meeting, the petitioner shall file a report documenting efforts that were made and the reasons such a meeting was not held.

At the discretion of the Town Council, it may be required of the property owner to guarantee performance or completion of conditions included in the Conditional Zoning Plan. Such guarantee may take the form of: (1) a surety performance bond made by a company licensed and authorized in North Carolina, (2) a bond of a developer with an assignment to the Town of a certificate of deposit, (3) a bond of developer secured by an official bank check drawn in favor of the Town and deposited with the Town Clerk, (4) cash or an irrevocable letter of credit, (5) a bank escrow account whereby the developer deposits cash, a note, or a bond with a federally insured financial institution into an account payable to the Town. The amount of the guarantee shall be determined by Town Council.

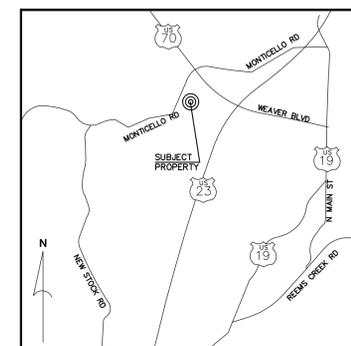
WEAVERVILLE TOWNHOMES

TOWN OF WEAVERVILLE, BUNCOMBE COUNTY, NORTH CAROLINA

PREPARED FOR:
 NORTHRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 ARDEN, NORTH CAROLINA 28704
 KEN JACKSON
 (828)684-8800

INDEX OF SHEETS

Sheet No.	Title
C000	COVER SHEET
C101	SURVEY (BY OTHERS)
C201	EXISTING CONDITIONS AND DEMOLITION PLAN
C300	SITE PLAN
C301	OVERALL GRADING PLAN
C301	ROUGH GRADING PLAN
C501	STORM DRAINAGE PLAN
C601	WATER PLAN
C701	SEWER PLAN
L101	LANDSCAPE COMPLIANCE PLAN



VICINITY MAP
(NOT TO SCALE)



Know what's below.
Call before you dig.

DEVELOPMENT DATA	
OWNER/DEVELOPER:	NORTHRIDGE COMMONS DEVELOPERS, LLC P.O. BOX 1157 ARDEN, NORTH CAROLINA 28704
CONTACT:	KEN JACKSON (828)684-8800
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 168 PATTON AVENUE ASHEVILLE, NORTH CAROLINA 28801
CONTACT:	WARREN SUCC, P.E. (828) 252-5388

168 PATTON AVENUE
ASHEVILLE, NC 28801
PHONE (828) 252-5388
FAX (828) 252-5385

52 WALNUT STREET - SUITE 9
WAYNEVILLE, NC 28786
PHONE (828) 252-4400
FAX (828) 455-5455

CDC Civil Design Concepts, PA
www.civildesignconcepts.com

NCCELS LICENSE # C-2184

NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	C2D APPLICATION SUBMITTAL	LWR



COVER FOR:

WEAVERVILLE TOWNHOMES

NORTHRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DRAWN BY: RFW
CDC PROJECT NO.: 11664

SHEET
C000

THE FOLLOWING INFORMATION WAS USED TO OBTAIN NC GRID, NAD '83 (2011) ORIENTATION, VIA GNSS EQUIPMENT.

HORIZONTAL POSITIONAL ACCURACY: 0.001 METERS
 VERTICAL POSITIONAL ACCURACY: 0.001 METERS
 TYPE OF GNSS FIELD PROCEDURE: STATIC AND RTK (POST-PROCESSED USING TOPCON TOOLS SOFTWARE AND ONLINE POSITIONING USER SERVICE, (OPUS-RS))
 DATE OF SURVEY: 7-18-13
 HORIZONTAL DATUM/EPOCH: NAD '83 (2011) EPOCH DATE: 2010.00
 VERTICAL DATUM: NAVD 88
 GEOID 12A
 COMBINED GRID FACTOR: 0.9998060
 UNITS: U.S. SURVEY FEET

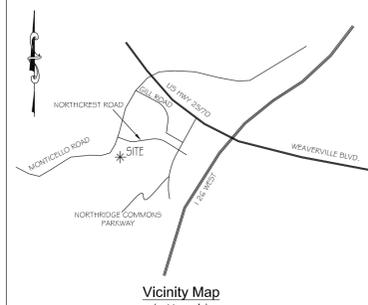
ZONING INFORMATION

I-1
 FRONT: 25'
 SIDE: 40'
 REAR: 40'

R-3
 FRONT: 30'
 SIDE: 10'
 REAR: 10'

C-2
 FRONT: 40'
 SIDE ABUTTING RESIDENTIAL DISTRICT: 30'
 SIDE ABUTTING NON-RESIDENTIAL DISTRICT: 0'
 REAR ABUTTING RESIDENTIAL DISTRICT: 30'
 REAR ABUTTING NON-RESIDENTIAL DISTRICT: 0'

NOTE: RIGHT-OF-WAY CLAIMED TO MAINTENANCE LIMITS ALONG MONTICELLO ROAD ACCORDING TO P.B. 108, PG. 145, NO OTHER INFORMATION WAS FOUND REGARDING RIGHT-OF-WAY



NOTES

- * All areas calculated by coordinate computation method.
- * This survey was prepared without benefit of abstract title and matters of title should be referred to an attorney-at-law.
- * This property may be subject to rights-of-way, easements, reservations and restrictions, written and unwritten, recorded and unrecorded, not discovered during the course of this survey.
- * The certification shown hereon is not a certification of title, zoning or freedom from encumbrances.
- * Adjoining property owner information obtained from the Buncombe County GIS website and deeds and plats of record.
- * No underground utilities were located. All underground utilities shown hereon are based upon above ground evidence and other information discovered during the survey and are approximate. Call 1-800-632-4949 before digging.
- * The subject property does not lie in a special flood hazard area according to the North Carolina Floodplain Mapping Program, Flood Insurance Rate Map 3700973300J, effective date January 6, 2010.
- * All distances shown hereon are horizontal ground distances unless otherwise noted.
- * All coordinates are N.C. Grid NAD '83 (2011) coordinates.
- * Orientation is based upon the North American Datum of 1983 and elevations are referenced to the North American Vertical Datum of 1988 via GNSS observations and adjusted using Online Positioning User Service (OPUS-RS)
- * Zoning and setback information was obtained from the Town of Weaverville Zoning Map and Zoning Ordinance.
- * Property is subject to Town of Weaverville Ordinance, Chapter 36, Article IX, Sec. 36-240 which states "Minimum pavement width for two-way streets: 24 feet, or 18 feet, provided usable, all weather shoulders are provided on each side of the 18-foot pavement to effect an overall usable minimum width of 24 feet.
- * Property may be subject to agreement recorded in Deed Book 4371, Page 1645.
- * Proposed 30' sanitary sewer easement shown hereon has not been surveyed, reviewed, or approved and is shown hereon for planning purposes only.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	388.20'	67.55'	67.47'	S 71°20'16" E
C2	448.20'	89.38'	89.24'	S 89°06'33" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 24°17'45" E	28.75'
L2	N 39°12'06" E	51.09'
L3	N 43°26'28" E	84.43'
L4	N 27°18'55" E	53.29'
L5	N 16°05'30" E	34.98'
L6	N 08°04'41" E	44.77'
L7	N 05°41'59" W	56.98'
L8	N 15°09'24" W	15.01'
L9	N 19°27'30" W	19.99'
L10	N 25°05'53" W	13.63'
L11	N 30°52'24" W	33.19'
L12	N 70°43'37" E	50.29'
L13	N 70°57'04" E	90.04'
L14	N 73°41'01" E	61.88'
L15	N 79°37'26" E	54.45'
L16	N 87°44'12" E	53.87'
L17	S 85°57'46" E	45.84'
L18	S 81°45'17" E	33.60'
L19	S 77°44'31" E	10.26'
L20	S 80°55'55" E	22.73'
L21	N 80°55'55" W	47.33'
L22	S 89°24'05" W	70.02'
L23	S 79°44'05" W	70.02'
L24	S 72°04'05" W	278.23'
L25	N 06°17'46" W	14.03'
L26	N 39°04'32" E	55.00'
L27	N 29°38'32" E	57.20'
L28	N 06°58'18" E	4.42'

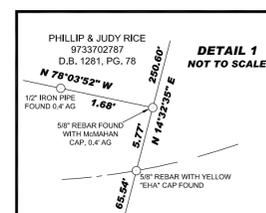
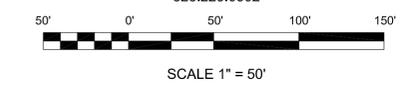
- MONUMENT FOUND (AS DESCRIBED)
- ⊙ 5/8" REBAR WITH YELLOW "EHA" CAP SET
- ▲ MAGNETIC NAIL FOUND
- △ MAGNETIC NAIL SET
- UNMARKED POINT
- UTILITY POLE
- LIGHT POLE
- WATER VALVE
- WATER METER
- FIRE HYDRANT
- SANITARY SEWER MANHOLE
- WATER MANHOLE
- STORMWATER MANHOLE

- ABBREVIATION LEGEND**
- D.B. DEED BOOK
 - PG. PAGE
 - N. NORTHING
 - E. EASTING
 - EL. ELEVATION
 - GNSS GLOBAL NAVIGATION SATELLITE SYSTEM
 - INV. INVERT
 - @ AT
 - EB ELECTRICAL BOX
 - EHA ED HOLMES AND ASSOC.
 - HDPE HIGH-DENSITY POLYETHYLENE
 - RCP REINFORCED CONCRETE PIPE
 - MPH MILES PER HOUR
 - AG ABOVE GRADE
 - BG BELOW GRADE

- LINE TYPE LEGEND**
- PROPERTY LINE (SURVEYED)
 - - - DEED / PLAT LINE (NOT SURVEYED)
 - UNDERGROUND WATER LINE
 - - - UNDERGROUND SANITARY SEWER LINE
 - - - OVERHEAD UTILITY LINE
 - - - EDGE OF CONCRETE
 - - - CONCRETE CURB
 - - - ROAD RIGHT-OF-WAY LINE
 - - - FENCE (AS DESCRIBED)
 - - - ZONING SETBACK LINE
 - - - UNDERGROUND TELECOMMUNICATIONS LINE
 - - - STORMWATER LINE
 - - - TIE LINE (SURVEYED)
 - - - UNDERGROUND GAS LINE

Boundary and Topographic Survey
 Of Property Owned By
HFW ENDEAVORS, LLC
 REFERENCES
 PIN 9733701225
 PIN 9733700050
 PIN 9732792660
 DEED BOOK 5448, PAGE 1391
 PORTION OF PLAT BOOK 55, PAGE 160
 Town of Weaverville, Reems Creek Township, Buncombe County, N.C.
 DATE OF FIELD WORK: 1-20-19 DRAWN BY: P. White
 JOB # 16290

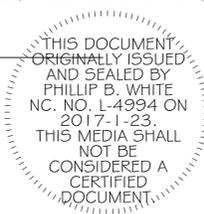
Phillip B. White, PLS
 Ed Holmes & Associates Land Surveyors, PA
 200 Ridgefield Court, Suite 215, Asheville, NC 28806
 Company License # C-2806
 828.225.6562



I, PHILLIP B. WHITE, N.C. P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION USING GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) PROCEDURES AND TRADITIONAL FIELD PROCEDURES. (PROPERTY DESCRIPTION RECORDED IN DEED BOOKS AND PLAT BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AND DRAWN FROM INFORMATION FOUND IN DEED BOOKS AND PLAT BOOKS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:64,000 OR GREATER; THAT THE VERTICAL CONTROL WAS COMPLETED TO MEET THE CLASS C STANDARD (21 NCAC 56 1006 (A)) THAT THE TOPOGRAPHIC SURVEY WAS PERFORMED AT THE 95 PERCENT CONFIDENCE LEVEL TO MEET FEDERAL GEOGRAPHIC DATA COMMITTEE STANDARDS (21 NCAC 56 1006 (3)(B)); THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 1600).

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS 23rd DAY OF JANUARY, A.D., 2017.

PHILLIP B. WHITE, PLS
 N.C. PROFESSIONAL LAND SURVEYOR
 LICENSE # L-4994



WAL-MART REAL ESTATE
 BUSINESS TRUST
 PIN 9733706067
 D.B. 4865, PG. 712
 P.B. 110, PG. 96
 ZONED C-2

WAL-MART REAL ESTATE
 BUSINESS TRUST
 PIN 9733706067
 D.B. 4865, PG. 712
 P.B. 110, PG. 96
 ZONED C-2

BETT STROUD BLVD
 PRIVATE
 NO RIGHT-OF-WAY FOUND
 SEE RECIPROCAL EASEMENT AGREEMENT FOR INGRESS AND EGRESS RECORDED IN D.B. 4945, PG. 901

ASPHALT PAVEMENT
 PARKING LOT

STORM INLET
 TOP: 2109.3
 INV. 15' HDPE OUT: 2105.2

STORM INLET
 TOP: 2109.3
 INV. 15' HDPE OUT: 2105.2

STORM INLET
 TOP: 2109.3
 INV. 15' HDPE OUT: 2105.2

DT RETAIL PROPERTIES, LLC
 PIN 9732796358
 D.B. 4845, PG. 896
 P.B. 132, PG. 21

ED HOLMES & ASSOCIATES
 LAND SURVEYORS, P.A.

- NOTES**
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE PHASE CONSTRUCTION.
 3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
 4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES. THE PLANS HAVE BEEN APPROXIMATED. ALL BARRED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOWN TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
 6. PROPOSED ROADS TO BE PRIVATE.
 7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
 8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
 9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
 9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.

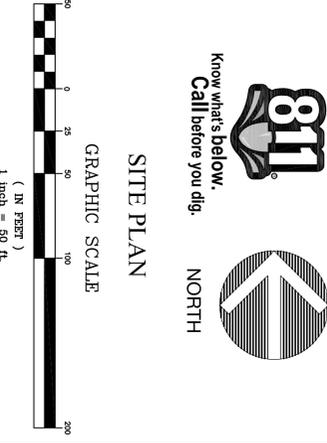
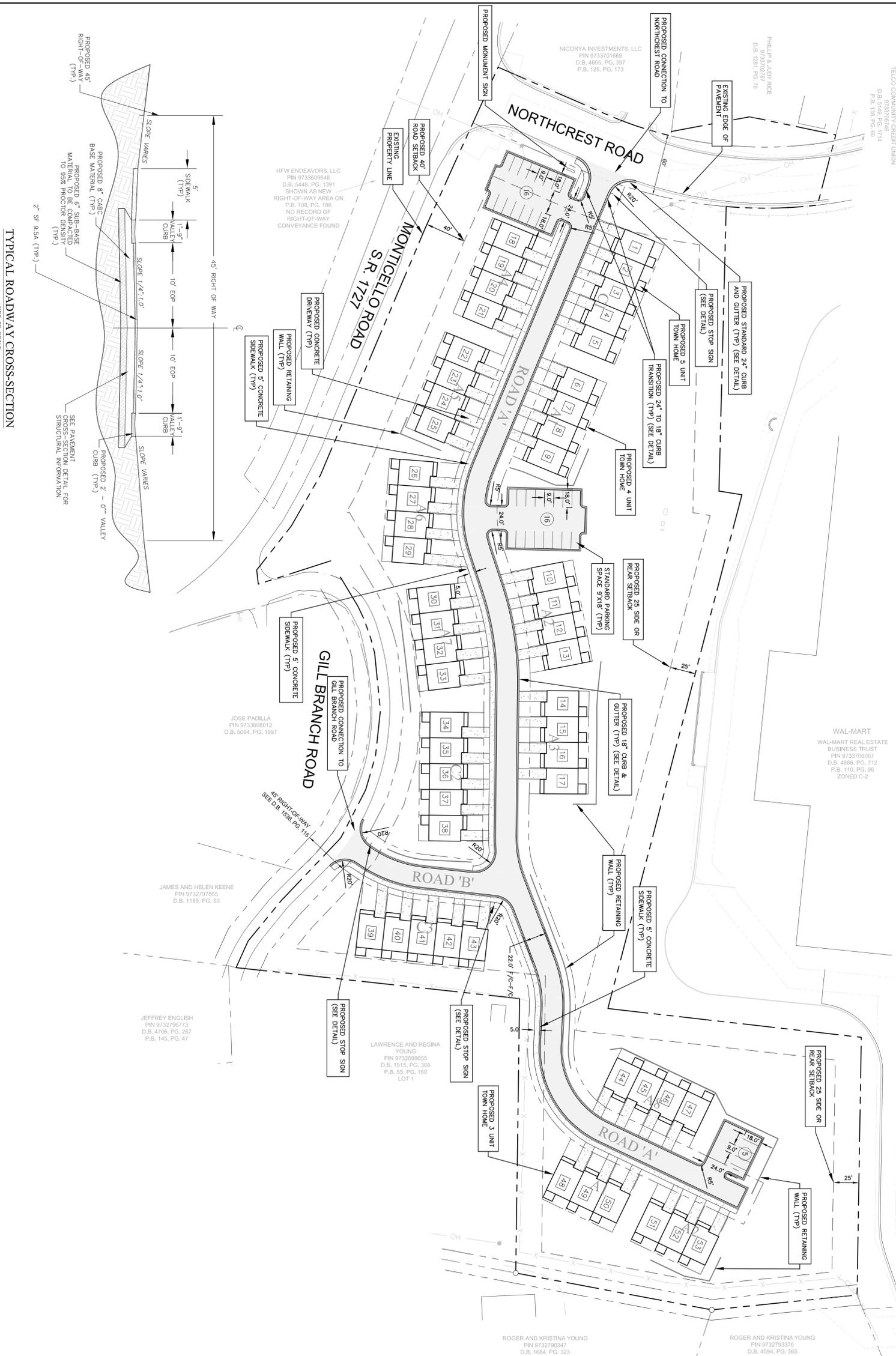
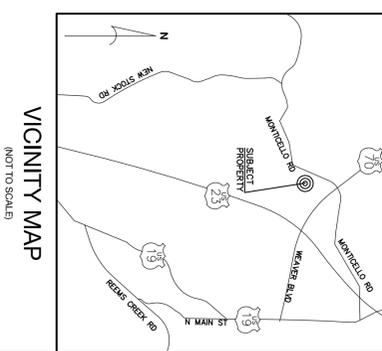
Lot #	Lot Sq.Ft.	Acres
1	1,457	0.033
2	1,460	0.034
3	1,460	0.034
4	1,460	0.034
5	1,468	0.033
6	1,458	0.033
7	1,460	0.034
8	1,460	0.034
9	1,468	0.033
10	1,512	0.035
11	1,467	0.034
12	1,470	0.034
13	1,522	0.035
14	1,468	0.033
15	1,460	0.034
16	1,460	0.034
17	1,468	0.033
18	1,584	0.036
19	1,587	0.036

Lot #	Lot Sq.Ft.	Acres
20	1,587	0.036
21	1,584	0.036
22	1,584	0.036
23	1,587	0.036
24	1,587	0.036
25	1,584	0.036
26	1,668	0.038
27	1,615	0.037
28	1,673	0.038
29	1,680	0.042
30	1,564	0.036
31	1,653	0.038
32	1,691	0.039
33	1,687	0.038
34	1,584	0.036
35	1,587	0.036
36	1,587	0.036
37	1,587	0.036
38	1,586	0.036

Lot #	Lot Sq.Ft.	Acres
39	1,764	0.040
40	1,622	0.037
41	1,587	0.036
42	1,587	0.036
43	1,584	0.036
44	1,481	0.034
45	1,500	0.034
46	1,500	0.034
47	1,468	0.034
48	1,609	0.037
49	1,587	0.036
50	1,587	0.036
51	1,584	0.036
52	1,587	0.036
53	1,584	0.036
OPEN	213,457	4.900

WAL-MART REAL ESTATE BUSINESS TRUST
 PIN 9733706067
 D.B. 4865, PG. 712
 P.B. 110, PG. 96
 ZONED C-2

HWY ENDEAVORS, LLC
 PIN 9732796330
 D.B. 5448, PG. 1391
 P.B. 55, PG. 160
 PORTION OF LOT 4



DEVELOPMENT DATA
 OWNER/DEVELOPER: NORTHTRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157, WEAVERVILLE, NC 28704
 CONTACT: KEN, NORTH CAROLINA 28704 (828)944-8800
 CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 CONTACT: ASHLEY, NORTH CAROLINA 28901 (828) 252-5388
 SURVEYOR: ED HONES & ASSOCIATES
 CONTACT: 200 BIRCHFIELD COMMONS, SUITE 215 ASHEVILLE, NC 28806 PHILIP B. WHITE, PLS (828)225-0562

PROJECT DATA
 PIN: 9732-79-2660, 9733-70-0056, 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD, WEAVERVILLE, NC 28704
 DEED BOOK/PAGE: 55/160, 108/145, 126/173
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12
 SETBACKS: FRONT: 40', REAR: 25', SIDES: 25'
 DISTURBED AREA: 5.35 AC
 VEHICULAR REQUIRED SPACES: 2 SPACES PER DWELLING UNIT
 SPACES PROVIDED: 143
 BUILDING DATA: NUMBER OF LOTS: 53, TOTAL ACRES: 8.42, HEIGHT: 2.451 SF, 3 UNITS
 BUILDING DESCRIPTION: A 2 STORY WOOD 4.30', B 2 STORY WOOD 3.268 SF, 4 UNITS, C 2 STORY WOOD 4.097 SF, 5 UNITS
 LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN

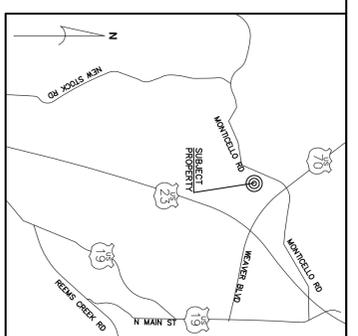
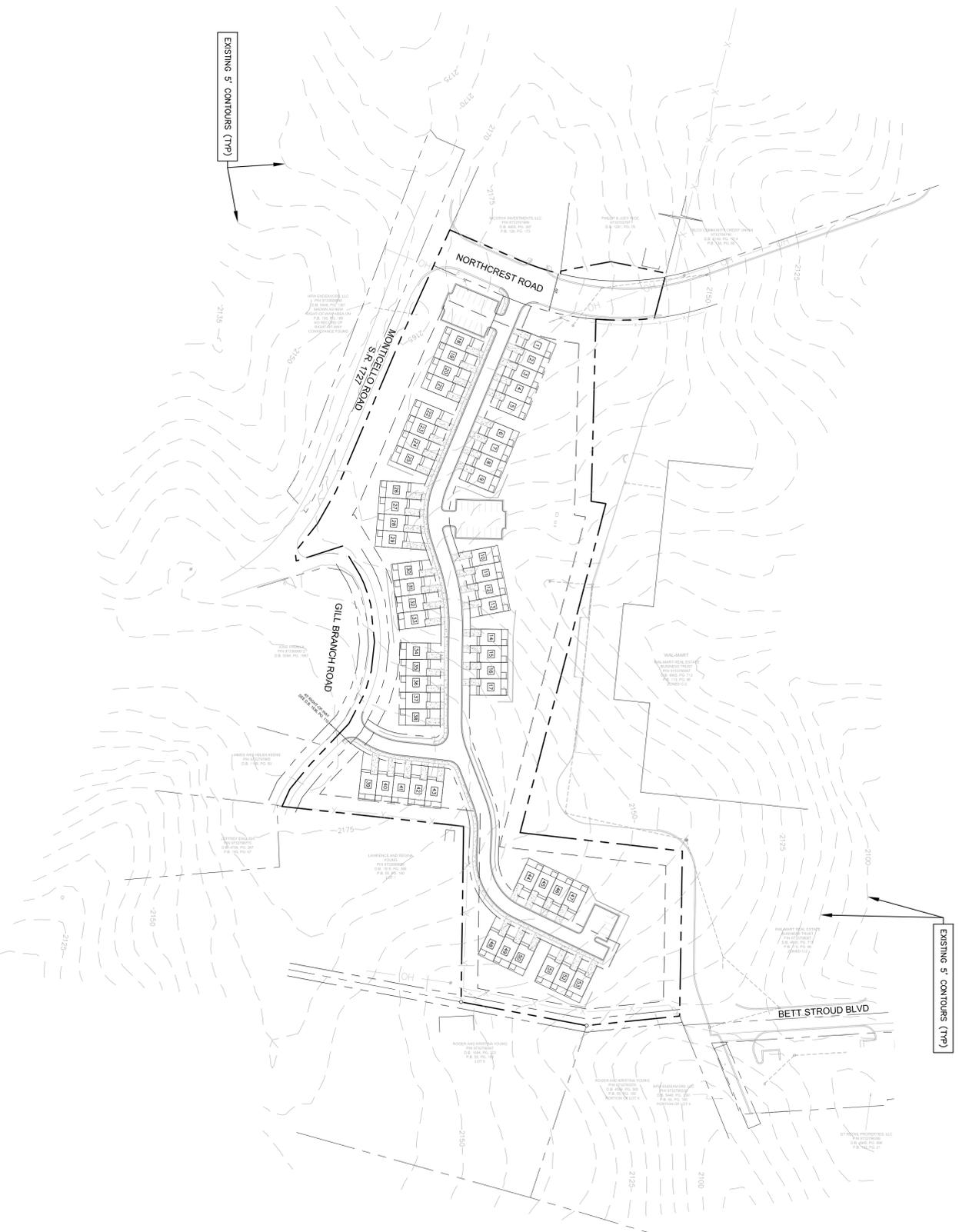
811 Know what's below. Call before you dig.
 NORTH

SITE PLAN FOR:
WEAVERVILLE TOWNHOMES
 NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA
 168 PATTON AVENUE ASHEVILLE, NC 28801
 PHONE (828) 252-5388 FAX (828) 252-5385
 52 WALNUT STREET - SUITE 9 WAYNESVILLE, NC 28786
 PHONE (828) 451-4410 FAX (828) 456-5455
 NCBELS LICENSE # C-2184 www.civildesignconcepts.com

C201
 SHEET
 DRAWN BY: [Signature]
 CDC PROJECT NO.: [Number]
 REV: 11/84



VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 KENNESAW, NORTH CAROLINA 28704
 CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 200 BENTFIELD ROAD
 ASHEVILLE, NORTH CAROLINA 28801
 WARREN SUEG, P.E.
 (828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
 200 BENTFIELD ROAD, SUITE 215
 ASHEVILLE, NC 28808
 PHILLIP B. WHITE, PLS
 (828)225-0962

PROJECT DATA

PN: 9732-79-2660; 9733-70-0050; 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD
 DEED BOOK/PAGE: 55/160; 108/145; 126/173
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12

SETBACKS: FRONT: 40'
 SIDES: 25'
 REAR: 25'

DISTURBED AREA: 5.35 AC

VEHICULAR SPACES: 2 SPACES PER DWELLING UNIT
 REQUIRED SPACES: 106
 SPACES PROVIDED: 143

BUILDING DATA:

NUMBER OF LOTS: 53	NUMBER OF UNITS: 53
AREA: 2.29 ACRES	HEIGHT: 2.451 SF
DESCRIPTION:	UNITS: 3
A 2 STORY WOOD	±307
B 2 STORY WOOD	±307
C 2 STORY WOOD	±307
	4,097 SF

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN

NOTES

1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
2. SINGLE PHASE CONSTRUCTION.
3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATION FOR ALL UTILITIES PRIOR TO CONSTRUCTION; AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES SHOWN ON THE PLANS HAVE BEEN APPROXIMATED. ALL BURIED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOWN TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
6. PROPOSED ROADS TO BE PRIVATE.
7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DURATION OF THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY WSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
9. CONSTRUCTION LIKELY TO BEGAIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.

Know what's below.
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OVERALL GRADING PLAN

GRAPHIC SCALE
1 inch = 100 ft



168 PATTON AVENUE
 ASHEVILLE, NC 28801
 PHONE (828) 252-5388
 FAX (828) 252-5385

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

Civil Design Concepts, PA
 www.civildesignconcepts.com

NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

OVERALL GRADING PLAN FOR:

WEAVERVILLE TOWNHOMES

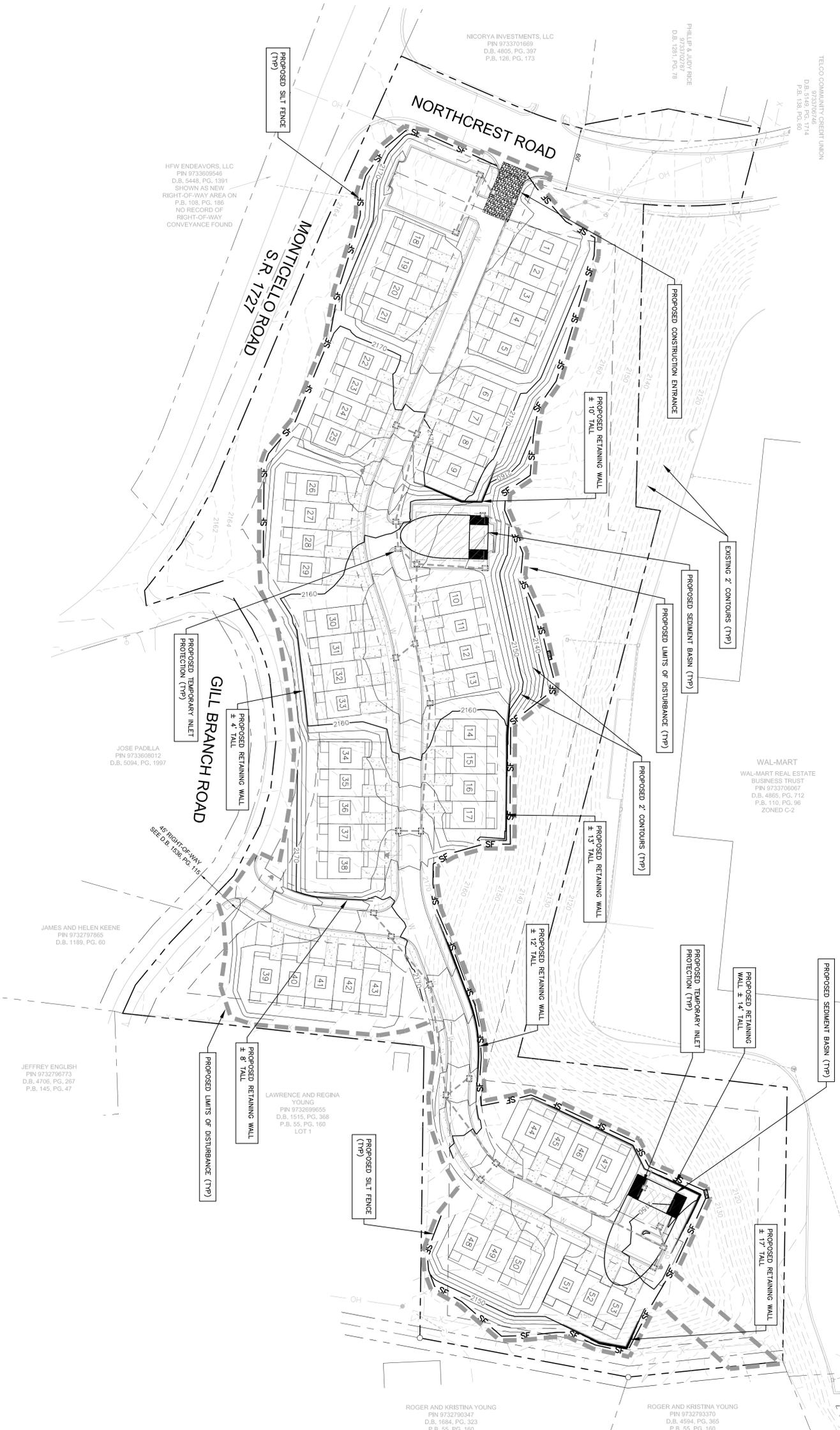
NORTHRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DESIGNED BY: RWV
 CDC PROJECT NO.: 11864

SHEET

C300

- NOTES**
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE PHASE CONSTRUCTION.
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 8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
 9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
 9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.



DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHDRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 KENNESAW, NORTH CAROLINA 28704
 CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 200 BENTLEY SCOTT LN, SUITE 215
 ASHEVILLE, NC 28808
 PHILIP B. WHITE, P.E.
 (828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
 200 BENTLEY SCOTT LN, SUITE 215
 ASHEVILLE, NC 28808
 PHILIP B. WHITE, P.L.S.
 (828) 225-0562

PROJECT DATA

PN: 9732-79-2660, 9733-70-0056, 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD
 DEED BOOK/PAGE: 55/160, 108/145, 126/172
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12

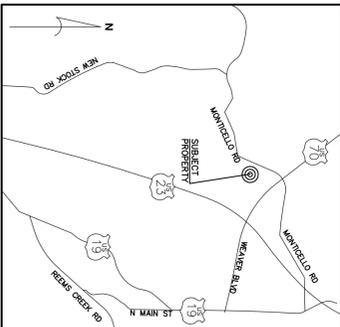
SETBACKS: FRONT: 40', SIDES: 25', REAR: 25'

DISTURBED AREA: 5.35 AC

VEHICULAR: REQUIRED SPACES: 2 SPACES PER DWELLING UNIT
 SPACES PROVIDED: 106

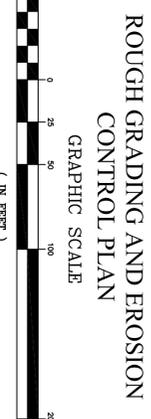
BUILDING DATA: NUMBER OF LOTS: 53, NUMBER OF SPACES: 106, NUMBER OF BUILDINGS: 3, NUMBER OF UNITS: 53

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN



811
 Know what's below.
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NORTH



SHEET
C301

ROUGH GRADING AND EROSION CONTROL PLAN FOR:
WEAVERVILLE TOWNHOMES
 NORTHDRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA



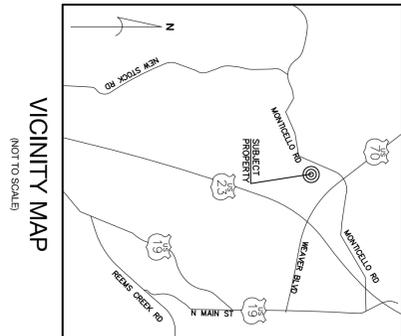
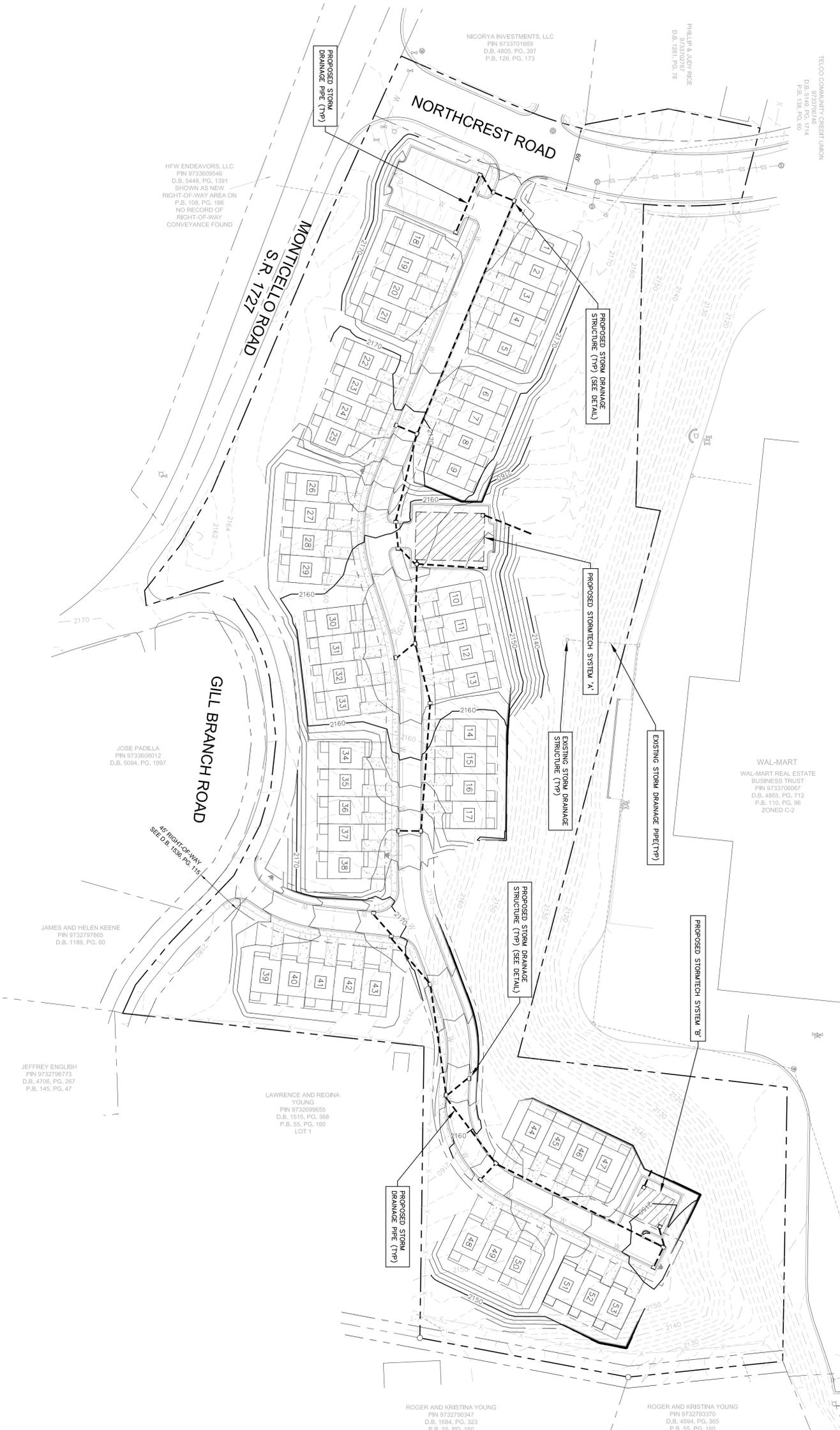
NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA
 NCBELS LICENSE # C-2184
 www.civildesignconcepts.com

168 PATTON AVENUE
 ASHEVILLE, NC 28801
 PHONE (828) 252-5388
 FAX (828) 252-5385

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

- NOTES**
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE PHASE CONSTRUCTION.
 3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
 4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION OF ALL EXISTING UTILITIES SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES SHOWN ON THE PLANS. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES SHOWN ON THE PLANS PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOW TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
 6. PROPOSED ROADS TO BE PRIVATE.
 7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
 8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
 9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
 9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.



DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHDRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 KENNESAW, NORTH CAROLINA 28704
 CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 200 BIRCHFIELD COURT, SUITE 215
 ASHEVILLE, NC 28808
 PHILIP B. WHITE, P.E.
 (828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
 200 BIRCHFIELD COURT, SUITE 215
 ASHEVILLE, NC 28808
 PHILIP B. WHITE, P.L.S.
 (828) 225-0592

PROJECT DATA

PN: 9732-79-2660, 9733-70-0056, 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD
 DEED BOOK/PAGE: 55/160, 108/145, 126/173
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12

SETBACKS:
 FRONT: 40'
 SIDES: 25'
 REAR: 25'

DISTURBED AREA: 5.35 AC

VEHICULAR: 2 SPACES PER DWELLING UNIT
 REQUIRED SPACES: 106
 SPACES PROVIDED: 143

BUILDING DATA:

NUMBER OF LOTS	ACRE	HEIGHT	SEA	UNITS
A	2.57	±30'	2,451 SF	3
B	2.57	±30'	3,268 SF	4
C	2.57	±30'	4,097 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN

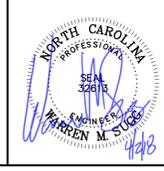


STORM DRAINAGE PLAN



STORM DRAINAGE PLAN FOR:
WEAVERVILLE TOWNHOMES

NORTHDRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA



NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA

168 PATTON AVENUE
 ASHEVILLE, NC 28801
 PHONE (828) 252-5388
 FAX (828) 252-5385

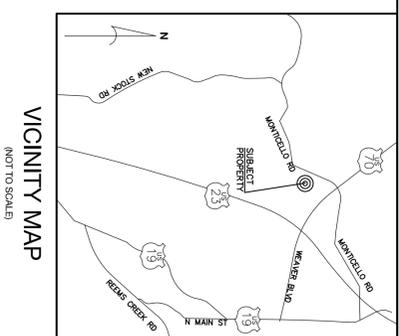
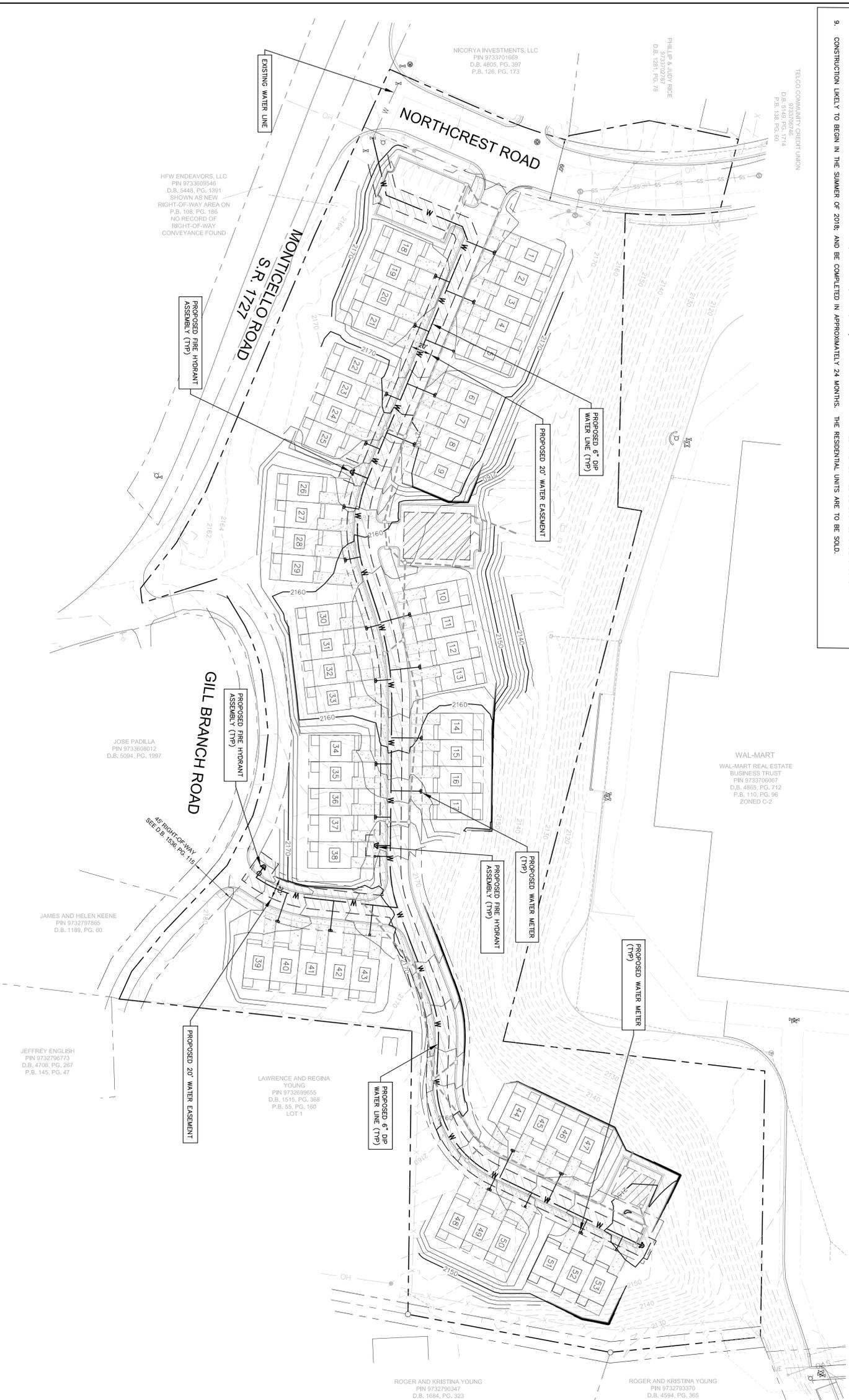
52 WALNUT STREET - SUITE 9
 WAYNESVILLE, NC 28786
 PHONE (828) 452-4410
 FAX (828) 456-5455

NCBELS LICENSE # C-2184
 www.civildesignconcepts.com

SHEET
C501

DESIGNED BY: RWV
 CDC PROJECT NO.: 11894

- NOTES**
1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
 2. SINGLE PHASE CONSTRUCTION.
 3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
 4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION OF EXISTING UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF EXISTING UTILITIES. THE PLANS HAVE BEEN APPROXIMATED. ALL BARRED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
 5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOWN TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
 6. PROPOSED ROADS TO BE PRIVATE.
 7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT OF THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
 8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
 9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
 9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.



DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHDRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 KENNESAW, NORTH CAROLINA 28704
 CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 200 BIRCHWOOD COMMONS, SUITE 215
 ASHEVILLE, NORTH CAROLINA 28801
 CONTACT: (828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
 200 BIRCHWOOD COMMONS, SUITE 215
 ASHEVILLE, NC 28808
 PHILIP B. WHITE, P.L.S.
 CONTACT: (828)225-0522

PROJECT DATA

PN: 9732-79-2660, 9733-70-0056, 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD
 DEED BOOK/PAGE: 55/160, 108/145, 126/172
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12

SETBACKS: FRONT: 40', REAR: 25', SIDES: 25'

DISTURBED AREA: 5.35 AC

VEHICULAR: REQUIRED SPACES: 2 SPACES PER DWELLING UNIT
 SPACES PROVIDED: 106
 SPACES REQUIRED: 143

BUILDING DATA:

NUMBER OF LOTS	ACRE	HEIGHT	SEA	UNITS
A	2.29	±30'	2,451 SF	3
B	2.29	±30'	3,268 SF	4
C	2.29	±30'	4,097 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN



SHEET
C601

SEWER DRAINAGE PLAN FOR:
WEAVERVILLE TOWNHOMES
 NORTHDRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA



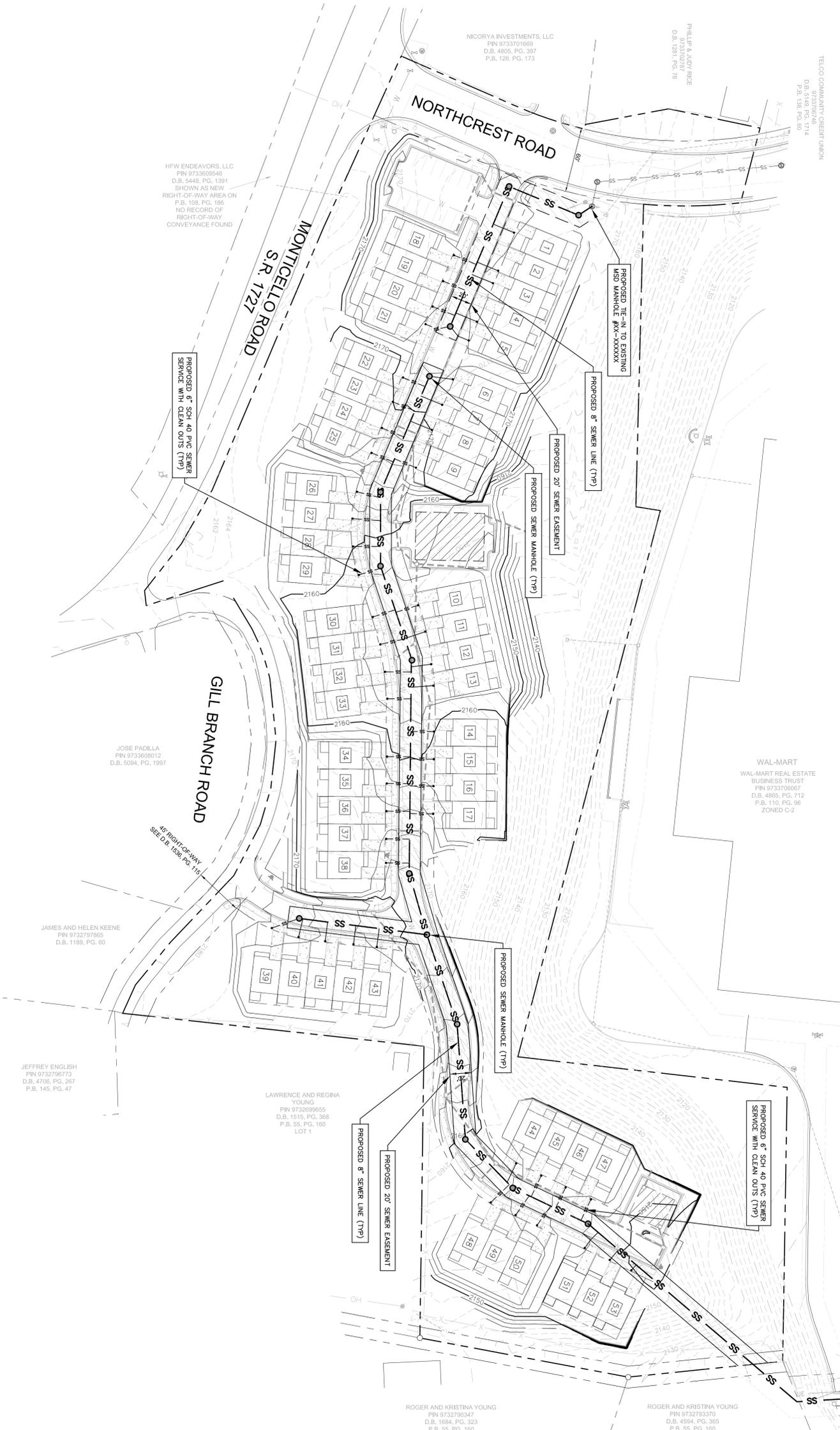
NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA
 NCBELS LICENSE # C-2184
 www.civildesignconcepts.com

168 PATTON AVENUE
 ASHEVILLE, NC 28801
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- NOTES**
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DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHDRIDGE COMMONS DEVELOPERS, LLC
 P.O. BOX 1157
 KENNESAW, NORTH CAROLINA 28704
 CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
 200 BIRCHWOOD COMMONS, SUITE 215
 ASHEVILLE, NORTH CAROLINA 28901
 CONTACT: (828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
 200 BIRCHWOOD COMMONS, SUITE 215
 ASHEVILLE, NC 28901
 PHILIP B. WHITE, P.L.S.
 CONTACT: (828)225-0522

PROJECT DATA

PN: 9732-79-2660, 9733-70-0056, 9733-70-1422
 ADDRESS: 152 MONTICELLO ROAD
 DEED BOOK/PAGE: 55/160, 108/145, 126/172
 SITE ACREAGE: 8.42 ACRES
 ZONING: R-12

SETBACKS:
 FRONT: 40'
 SIDES: 25'
 REAR: 25'

DISTURBED AREA: 5.35 AC

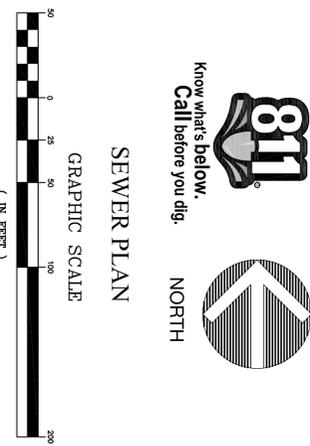
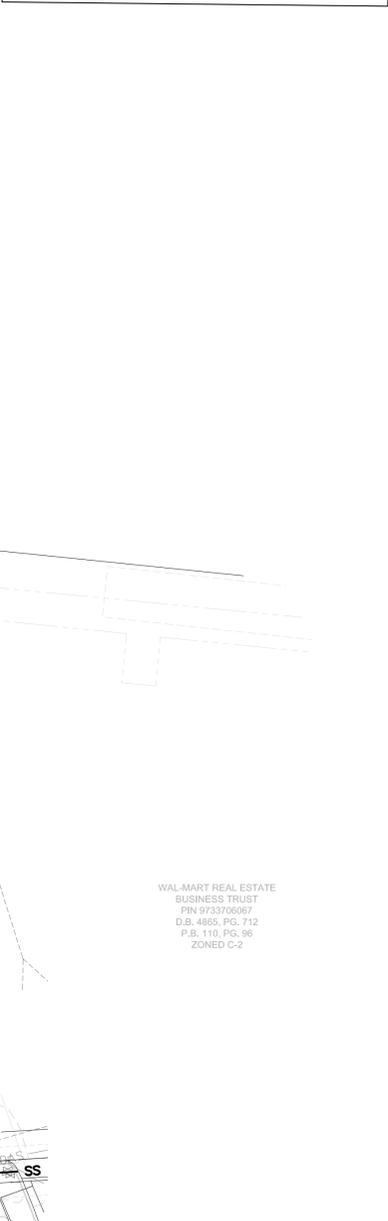
VEHICULAR REQUIRED SPACES: 2 SPACES PER DWELLING UNIT

SPACES PROVIDED: 143

BUILDING DATA:

NUMBER OF LOTS	ACRE	HEIGHT	SEA	UNITS
A	2.57	±30'	2,451 SF	3
B	2 STORY WOOD	±30'	3,268 SF	4
C	2 STORY WOOD	±30'	4,097 SF	5

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN



811
 Know what's below.
 Call before you dig.

SEWER PLAN

GRAPHIC SCALE

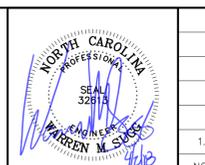
(IN FEET)
 1 inch = 50 ft.

NORTH

SEWER DRAINAGE PLAN FOR:

WEAVERVILLE TOWNHOMES

NORTHDRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA



NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA

168 PATTON AVENUE
 ASHEVILLE, NC 28901
 PHONE (828) 252-5388
 FAX (828) 252-5385

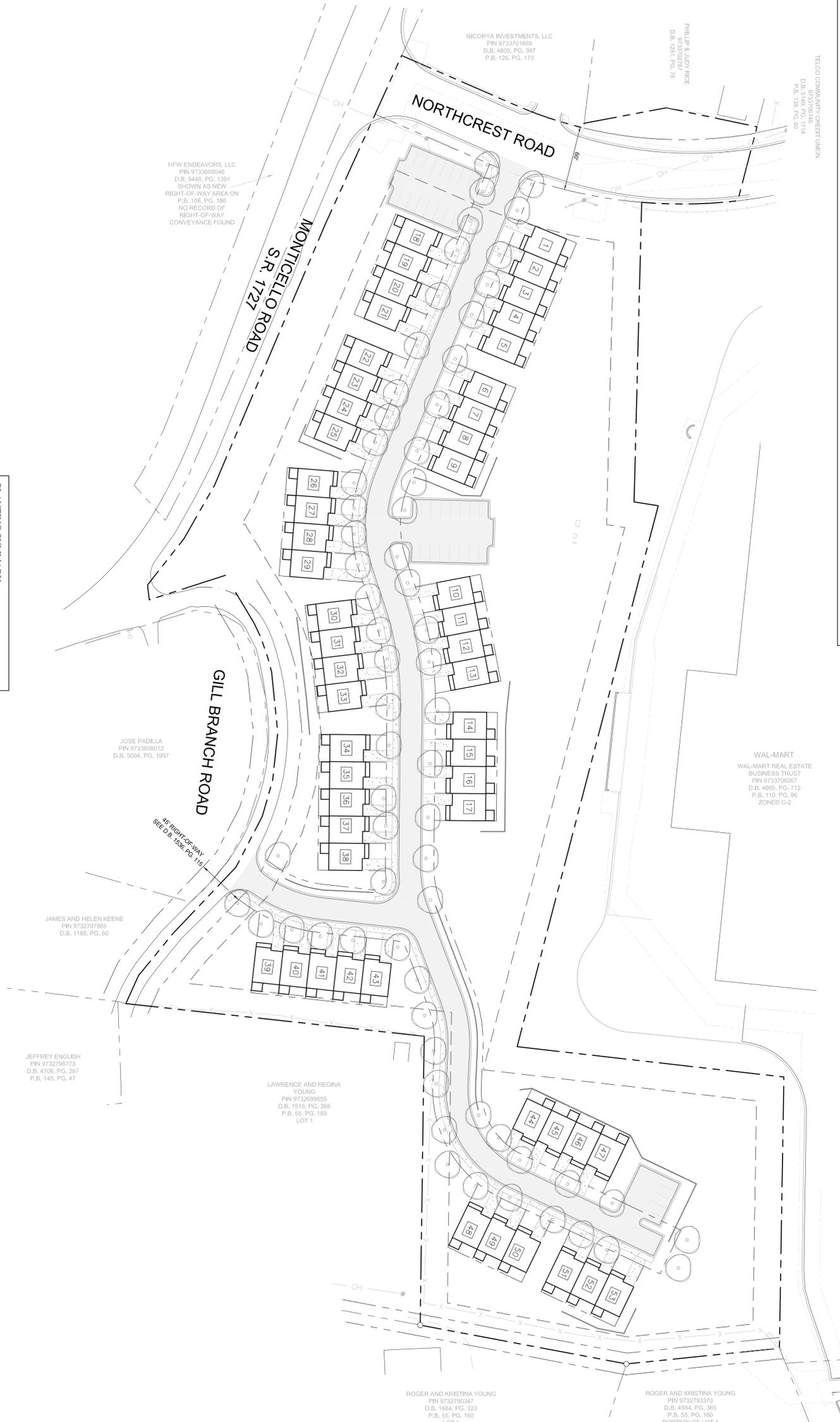
52 WALNUT STREET - SUITE 9
 WAYNESVILLE, NC 28786
 PHONE (828) 452-4410
 FAX (828) 456-5455

NCBELS LICENSE # C-2184

www.civildesignconcepts.com

NOTES

1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
2. SINGLE PHASE CONSTRUCTION.
3. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
4. PROPOSED LOTS WILL BE PROVIDED WITH UTILITIES VIA THE PROPOSED AND EXISTING RIGHT-OF-WAYS. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION OF ALL UTILITIES. CONTRACTOR SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION OF ALL UTILITIES SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES (SHOW TO REMAIN) AND NEWLY COMPLETED WORK DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
6. PROPOSED ROADS TO BE PRIVATE.
7. APPROVED EROSION CONTROL AND STORMWATER MANAGEMENT PLAN TO BE OBTAINED PRIOR TO BEGINNING ANY PHASE OF CONSTRUCTION. EROSION CONTROL DEVICES WILL BE MAINTAINED FOR THE DEVELOPMENT PERIOD BY THE RESPONSIBLE PARTY.
8. NO PORTION OF THE SITE LIES WITHIN THE 100-YR FEMA FLOODPLAIN.
9. THE DEVELOPMENT SHOWN ON THIS PLAN WILL BE SERVED BY MSD SEWER AND TOWN OF WEAVERVILLE WATER (SEE UTILITY PLAN FOR PRELIMINARY WATER AND SEWER LAYOUTS). PROVISIONS WILL BE MADE BY THE DEVELOPER FOR ELECTRICAL, TELEPHONE, CABLE, AND/OR NATURAL GAS SERVICE. ALL UTILITIES WILL BE LOCATED UNDERGROUND.
9. CONSTRUCTION LIKELY TO BEGIN IN THE SUMMER OF 2018, AND BE COMPLETED IN APPROXIMATELY 24 MONTHS. THE RESIDENTIAL UNITS ARE TO BE SOLD.



PLANT SCHEDULE *

Key	Quantity	Botanical Name	Common Name	Caliper	Height
SWO	65	<i>Oxydendrum orbicolum</i>	Sourwood	2" min.	30'

PLANTING SUMMARY:
STREET TREES (ST)
REQUIREMENT: 1 LARGE MATURING TREE/40 LF OF FRONTAGE
COMBINED TOTAL FRONTAGE: 2,577 LF
STREET TREES REQUIRED: 64 TREES
STREET TREES PROVIDED: 65 TREES

DEVELOPMENT DATA

OWNER/DEVELOPER: NORTHTRIDGE COMMONS DEVELOPERS, LLC
P.O. BOX 1157
KENNESAW, NORTH CAROLINA 28704
CONTACT: (828)954-8800

CIVIL ENGINEER: CIVIL DESIGN CONCEPTS, P.A.
200 BENTLEY SCOMPA, SUITE 215
ASHEVILLE, NC 28806
PHILIP B. WHITE, P.E.
(828) 252-5388

SURVEYOR: ED HONES & ASSOCIATES
200 BENTLEY SCOMPA, SUITE 215
ASHEVILLE, NC 28806
PHILIP B. WHITE, P.L.S.
(828)225-0562

PROJECT DATA

PIN: 9732-79-2660, 9733-70-0056, 9733-70-1422
ADDRESS: 152 MONTICELLO ROAD
DEED BOOK/PAGE: 55/160, 108/145, 126/173
SITE ACREAGE: 8.42 ACRES
ZONING: R-12

SETBACKS:
FRONT: 40'
SIDES: 25'
REAR: 25'

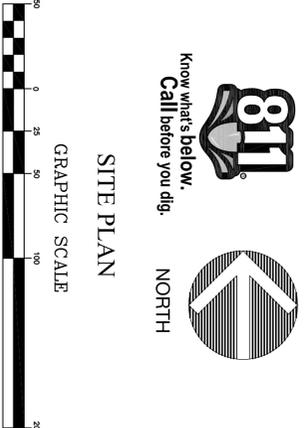
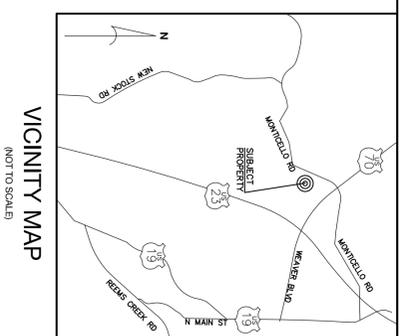
DISTURBED AREA: 5.35 AC

VEHICULAR SPACES: 2 SPACES PER DWELLING UNIT
REQUIRED SPACES: 106
SPACES PROVIDED: 143

BUILDING DATA:

NUMBER OF LOTS: 53	NUMBER OF SQ. FT. ACRE: 8.42	HEIGHT: 2,451 SF	SEA: 3	UNITS: 4
A	2 STORY WOOD	±30'	3,268 SF	4
B	2 STORY WOOD	±30'	4,097 SF	5
C	2 STORY WOOD	±30'		

LANDSCAPE REQUIREMENTS: SEE SHEET 1101 LANDSCAPE PLAN



NO.	DATE	DESCRIPTION	BY
1.	04/02/2018	CZD APPLICATION SUBMITTAL	LWR

CDC Civil Design Concepts, PA
168 PATTON AVENUE
ASHEVILLE, NC 28801
PHONE (828) 252-5388
FAX (828) 252-5385

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

NCEBS LICENSE # C-2184
www.civildesignconcepts.com

LANDSCAPE COMPLIANCE PLAN FOR:
WEAVERVILLE TOWNHOMES

NORTHTRIDGE COMMONS INVESTORS, LLC - WEAVERVILLE, NORTH CAROLINA

DESIGNED BY: [Signature]
CDC PROJECT NO.: [Number]
DRAWN BY: [Signature]
DATE: 11/6/14

L101
SHEET

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

NAME OF APPLICANT Warren Sugg, P.E. PROJECT NAME: Weaverville Condo Project
ADDRESS: 168 Patton Avenue LOCATION: 152 Monticello Road
Asheville, NC 28801 Weaverville, NC 28787
PHONE NO: 828-252-5388 PIN NO: 9733-70-0398; 9733-70-0050; 9732-79-2660
ELEVATION: 2158

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
 TWO FAMILY _____ NO. OF BUILDINGS
 MULTI-FAMILY _____ NO. OF BUILDINGS
 RESIDENTIAL SUBDIVISION 50 NO. OF LOTS
- COMMERCIAL SINGLE COMMERCIAL BUILDING
 UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS _____ NO. OF UNITS
- INDUSTRIAL SANITARY FACILITIES ONLY
 SANITARY & INDUSTRIAL PROCESS WATER
- OTHER FIRE SPRINKLER SYSTEM
 IRRIGATION SYSTEM

CAPACITY REQUESTED:

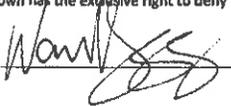
MAXIMUM GALLONS PER MINUTE 100 GPM
MAXIMUM GALLONS PER DAY 20,000 GPD
ANTICIPATED DATE OF SERVICE March 2018

PROJECT DESCRIPTION:

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

ACKNOWLEDGMENT:

I Warren Sugg, P.E. understand that the processing fee of \$35.00 paid herewith, is non-refundable and is to cover the costs of processing and investigating this request and that an additional commitment fee based on the size and number of connections is due upon approval. It is further understood that the town has the exclusive right to deny the request for any reason whatsoever.

SIGNATURE  DATE 12/18/17

Town of Weaverville
P.O. Box 338
Weaverville, NC 28787
(828) 645-7116

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

NAME OF APPLICANT Warren Sugg, P.E. PROJECT NAME: Weaverville Condo Project
ADDRESS: 168 Patton Avenue LOCATION: 152 Monticello Road
Asheville, NC 28801 Weaverville, NC 28787
PHONE NO: 828-252-5388 PIN NO: 9733-70-0398; 9733-70-0050; 9732-79-2660
ELEVATION: 2158

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
 TWO FAMILY _____ NO. OF BUILDINGS
 MULTI-FAMILY _____ NO. OF BUILDINGS
 RESIDENTIAL SUBDIVISION 53 NO. OF LOTS
- COMMERCIAL SINGLE COMMERCIAL BUILDING
 UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS _____ NO. OF UNITS
- INDUSTRIAL SANITARY FACILITIES ONLY
 SANITARY & INDUSTRIAL PROCESS WATER
- OTHER FIRE SPRINKLER SYSTEM
 IRRIGATION SYSTEM

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 106 GPM
MAXIMUM GALLONS PER DAY 21,200 GPD
ANTICIPATED DATE OF SERVICE July 2018

PROJECT DESCRIPTION:

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

ACKNOWLEDGMENT:

I Warren Sugg, P.E. understand that the processing fee of \$35.00 paid herewith, is non-refundable and is to cover the costs of processing and investigating this request and that an additional commitment fee based on the size and number of connections is due upon approval. It is further understood that the town has the exclusive right to deny the request for any reason whatsoever.

SIGNATURE  DATE 3/26/18

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: April 16, 2018
Subject: Selection of Audit Firm for FY 2018 Audit
Presenter: Town Finance Director
Attachments: Audit Contract for FY 2018 with Gould Killian CPA Group

Description:

At the Town Manager’s direction, we sent out a Request for Proposal for audit services for our upcoming FY 2018 Financial Audit. In early March we mailed/emailed our Audit RFP to eight CPA firms that conduct governmental audits in western North Carolina. We also posted the RFP to our website. Three of the firms we contacted submitted proposals, which included cost estimates for the next three fiscal years. The proposals were evaluated and compared based upon the following criteria: (1) Cost (as compared to the prior year audit); (2) Qualifications of the firm; and (3) Meeting the requirements of the RFP, which included approximately 20 questions to determine the firm’s level of experience, staffing, referrals, method for determining costs, etc. The results are summarized below:

Name of Firm	Cost (as compared to FY 2017)	Qualifications	Met Requirements of RFP
Johnson Price Sprinkle	Significantly higher	Acceptable	Yes
Ray, Bumgarner, Kingshill	Slightly higher	Indeterminable	Incomplete
Gould Killian CPA Group	Slightly lower	Acceptable	Yes

Based upon the results of the RFP, the Town Manager believes it is in the Town’s best interest to continue with Gould Killian CPA group for our FY 2018 Financial Audit.

Action Requested:

Town Manager recommends approval of the attached Audit Contract with Gould Killian CPA Group for FY 2018 audit services.

CONTRACT TO AUDIT ACCOUNTS

Of Town of Weaverville
Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

On this 11th day of April, 2018,

Auditor: Gould Killian CPA Group, P.A. Auditor Mailing Address: 100 Coxe Avenue

Asheville, NC 28801 Hereinafter referred to as The Auditor

and Town Council (Governing Board(s)) of Town of Weaverville
 (Primary Government)

and N/A: hereinafter referred to as the Governmental Unit(s), agree as follows:
 (Discretely Presented Component Unit)

1. The Auditor shall audit all statements and disclosures required by accounting principles generally accepted in the United States of America (GAAP) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit (s) for the period beginning July 1, 2017, and ending June 30, 2018. The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).
2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with auditing standards generally accepted in the United States of America. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board). **County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on Eligibility Determination as required by Office of the State Auditor (OSA) and in accordance with the instructions and timeline provided by OSA.
3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's Auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unqualified opinion being rendered. If during the process of conducting the audit the Auditor determines that it will not be possible to render an unqualified opinion on the financial statements of the unit, the Auditor shall contact the SLGFD staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of their most recent peer review report regardless of the date of the prior peer review report to the Governmental Unit and the Secretary of the LGC prior to the execution of the audit contract. **If the audit firm received a peer review rating other than pass**, the Auditor shall not contract with the Governmental Unit without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to Government Accounting Standards or if financial statements are not prepared in accordance with GAAP and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to the SLGFD within four months of fiscal year end. Audit report is due on: October 31st. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that generally accepted auditing standards include a review of the Governmental Unit's systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. **Invoices for services rendered under these contracts shall not be paid by the Governmental Unit until the invoice has been approved by the Secretary of the LGC.** (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoices shall be sent via upload through the current portal address: <https://nctreasurerslgfd.leapfile.net>. Subject line should read "Invoice – [Unit Name]. The PDF invoice marked 'approved' with approval date shall be returned by email to the Auditor to present to the Governmental Unit for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. In consideration of the satisfactory performance of the provisions of this contract, the Primary Government shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any cost the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (Federal and State grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. (**Note: Fees listed on Fees page.**) This does not include fees for any Pre-Issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item #12).
10. If the Governmental Unit has outstanding revenue bonds, the Auditor shall submit to the SLGFD either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to the SLGFD simultaneously with the

Contract to Audit Accounts (cont.)	Town of Weaverville
	Primary Government Unit
	N/A
Discretely Presented Component Unit (DPCU) if applicable	

Governmental Unit’s audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management’s Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit or required for full disclosure under the law, and (d) the Auditor’s opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board as soon as practical after the close of the fiscal year end.
12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit shall not be billed for the pre-issuance review. The pre-issuance review shall be performed **prior** to the completed audit being submitted to the SLGFD. The pre-issuance review report shall accompany the audit report upon submission to the SLGFD.
13. The Auditor shall electronically submit the report of audit to the SLGFD as a text-based PDF file when (or prior to) submitting the invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the SLGFD by any interested parties. **Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit report Reissuance form.** These audited financial statements, excluding the Auditors’ opinion, may be used in the preparation of official statements for debt offerings, by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit without subsequent consent of the Auditor. If the SLGFD determines that corrections need to be made to the Governmental Unit’s financial statements, those corrections shall be provided within three days of notification unless another deadline is agreed to by the SLGFD.

If the OSA designates certain programs to be audited as major programs, as discussed in item #2, a turnaround document and a representation letter addressed to the OSA shall be submitted to the SLGFD.

The SLGFD’s process for submitting contracts, audit reports and invoices is subject to change. Auditors shall use the submission process in effect at the time of submission. The most current instructions will be found on our website: <https://www.nctreasurer.com/slq/Pages/Audit-Forms-and-Resources.aspx>

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be varied or changed to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
15. If an approved contract needs to be amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee. This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted through the audit contract portal to the Secretary of the LGC for approval. The portal address to upload the amended contract is <https://nctreasurerslgfd.leapfile.net>. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit shall be attached to the contract, and by reference here becomes part of the contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item #23 of this contract. Engagement letters containing indemnification clauses shall not be accepted by the SLGFD.
17. Special provisions should be limited. Please list any special provisions in an attachment.
18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
19. The contract shall be executed, pre-audited, physically signed by all parties including Governmental Unit and t h e Auditor and then submitted in PDF format to the Secretary of the LGC. The current portal address to upload the contractual documents is <https://nctreasurerslgfd.leapfile.net>. Electronic signatures are not accepted at this time. Included with this contract are instructions to submit contracts and invoices for approval as of November 2017. These instructions are subject to change. Please check the NC Treasurer’s web site at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx> for the most recent instructions.
20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. **The audit should not be started before the contract is approved.**
21. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
22. **E-Verify.** Auditor **shall comply** with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor **shall require** such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
23. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted: (See Item 16 for clarification).

SIGNATURE PAGES FOLLOW FEES PAGE

Contract to Audit Accounts (cont.) Town of Weaverville

Primary Government Unit

N/A

Discretely Presented Component Unit (DPCU) if applicable

FEES – PRIMARY GOVERNMENT

AUDIT: \$ Fixed: \$17,750; Variable: \$2,500 first single audit, \$2,000 each additional major program

WRITING FINANCIAL STATEMENTS: \$ 4,150 (Total Fixed \$21,900)

ALL OTHER NON-ATTEST SERVICES: \$ N/A

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ 16,425
** NA if there is to be no interim billing

FEES – DPCU (IF APPLICABLE)

AUDIT: \$ _____

WRITING FINANCIAL STATEMENTS: \$ _____

ALL OTHER NON-ATTEST SERVICES: \$ _____

For all non-attest services the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a “significant threat” requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees above. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee.

The 75% cap for interim invoice approval for this audit contract is \$ _____
** NA if there is to be no interim billing

Contract to Audit Accounts (cont.) Town of Weaverville
Primary Government Unit
N/A
Discretely Presented Component Unit (DPCU) if applicable

Communication regarding audit contract requests for modification or official approvals will be sent to the email addresses provided in the spaces below.

Audit Firm Signature:

Gould Killian CPA Group, P.A.

Name of Audit Firm

By Daniel R. Mullinix

Authorized Audit firm representative name: Type or print

Signature of authorized audit firm representative

Date 4/11/2018

dmullinix@gk-cpa.com

Email Address of Audit Firm

Governmental Unit Signatures:

Town of Weaverville

Name of Primary Government

By Al Root, Mayor

Mayor / Chairperson: Type or print name and title

Signature of Mayor/Chairperson of governing board

Date _____

By _____

Chair of Audit Committee - Type or print name

**

Signature of Audit Committee Chairperson

Date _____

*** If Governmental Unit has no audit committee, mark this section "N/A"*

PRE-AUDIT CERTIFICATE: Required by G.S. 159-28 (a)

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

By Tonya Dozier, Finance Director

Primary Government Unit Finance Officer:

Type or print name

Primary Government Finance Officer Signature

Date _____

*(Pre-audit Certificate **must be dated.**)*

tdozier@weavervillenc.org

Email Address of Finance Officer

Date Primary Government Governing Body Approved Audit Contract - G.S. 159-34(a)

*****Please provide us the most current email addresses available as we use this information to update our contact database*****

April 11, 2018

Honorable Mayor and Members of Town Council
Town of Weaverville
30 South Main Street
Weaverville, NC 28787

We are pleased to confirm our understanding of the services we are to provide Town of Weaverville for the year ended June 30, 2018. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2018. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Weaverville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

- 1) Individual fund statements, budgetary schedules, other schedules

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

- 1) Introductory section
- 2) Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

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

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. This report will state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Weaverville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of accounting records and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Weaverville. Our report will be addressed to the Town Council of Town of Weaverville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested.

An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

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

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Control

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, and *Government Auditing Standards*.

Audit Procedures—Compliance

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

Other Services

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

Management Responsibilities

Management is responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

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

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

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

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

findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

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

Engagement Administration, Fees, and Other

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

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

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

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

We expect to begin our audit in June 2018 and to issue our reports no later than October 31, 2018. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$21,900. This fee covers the financial statement audit and does not include the cost of a single audit. If it is determined that a single audit is also required, there will be an additional fee of \$2,500 for the first major program and \$2,000 for each additional major program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Town of Weaverville
April 11, 2018
Page 6 of 6

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

Very truly yours,

Daniel R. Mullinix
Certified Public Accountant

RESPONSE:

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

Signature: _____

Title: _____

Date: _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: April 16, 2018
Subject: Departmental Quarterly Report:
Presenter: Finance Town Finance Director
Attachments: Quarterly Report – 3rd Quarter FY 2018
Monthly Tax Report

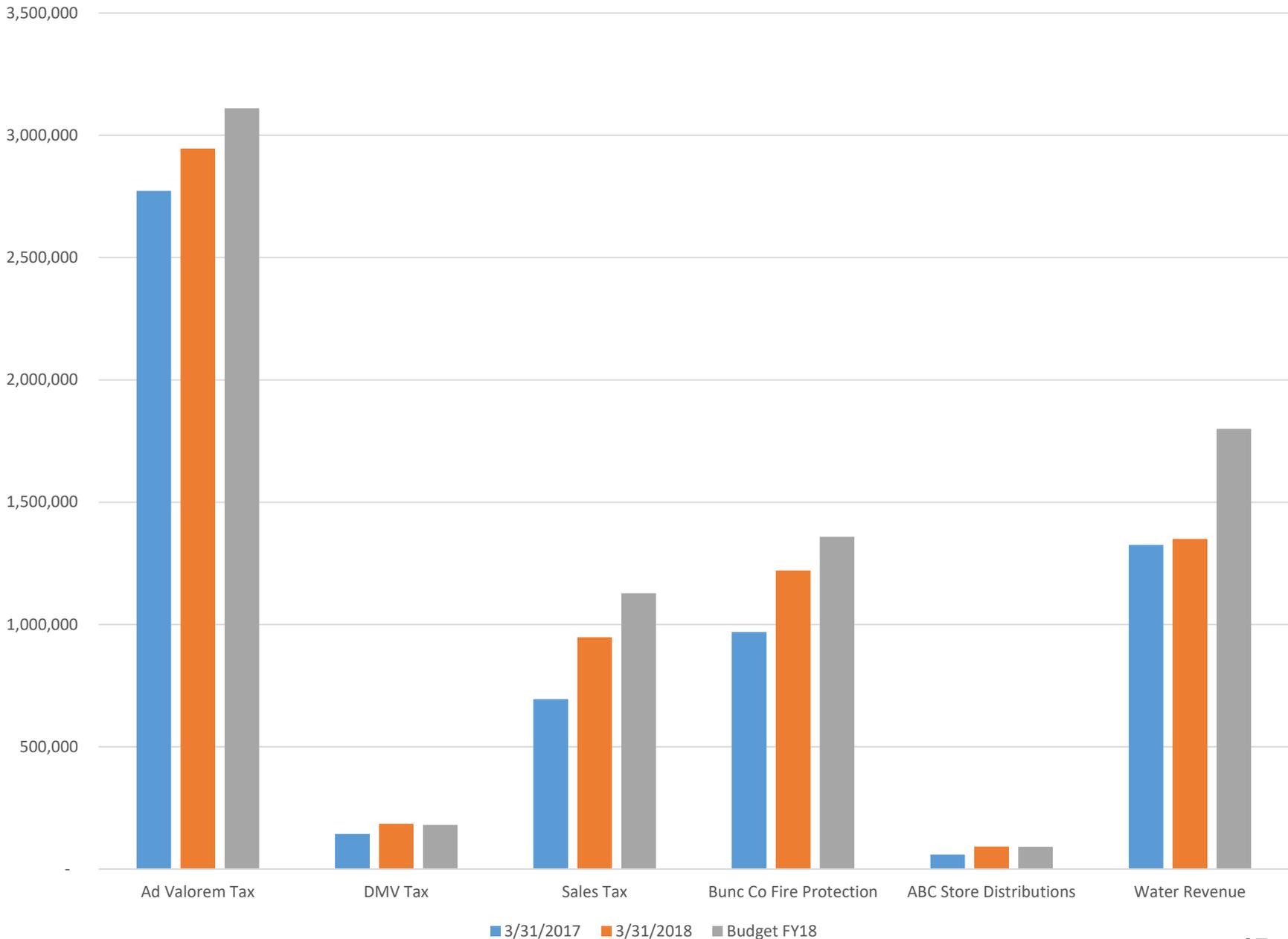
Description:

Attached please find the quarterly report, with charts summarizing Revenues and Expenditures as of 3/31/18, and the monthly tax report which shows amounts collected for FY 2018 through April 10, 2018.

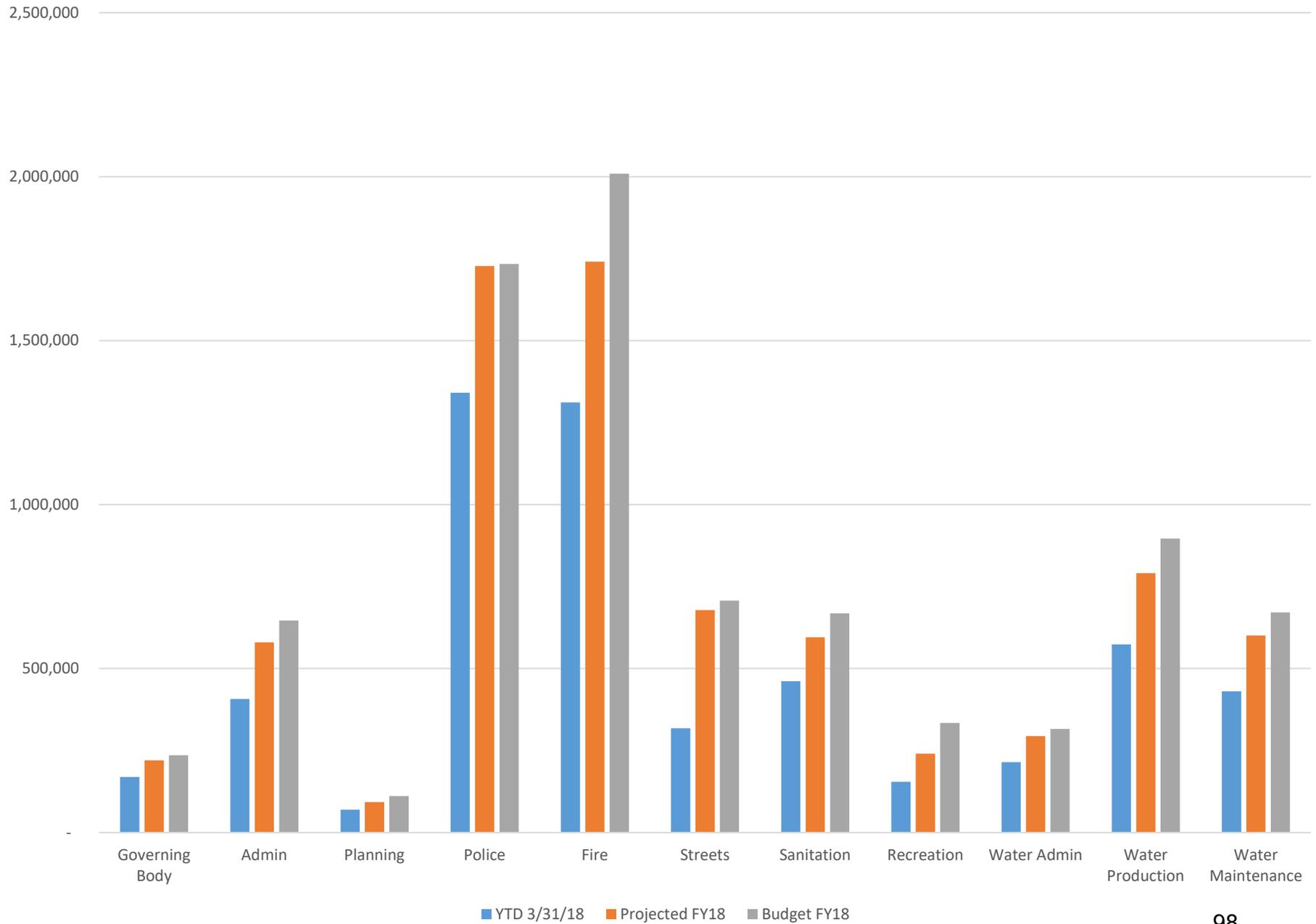
Council Action Requested:

No action requested.

Revenues



Expenditures by Department FY18



TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 03/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
010-004-300-04010 PRIOR YEAR TAX REVEI	2,445.74	2,445.74	1,600.00	-53
010-004-300-04012 PRIOR YEAR INTEREST	0.00	0.00	200.00	100
010-004-300-04020 AD VALOREM TAX REV	2,946,347.19	2,946,347.19	3,110,600.00	5
010-004-300-04025 DMV TAX REVENUE	0.00	0.00	180,000.00	100
010-004-300-04026 DMV REV - STATE COLL	62,893.02	62,893.02	0.00	0
010-004-300-04027 DMV REV - STATE COLL	122,500.83	122,500.83	0.00	0
010-004-300-04030 TAX PENALTIES & INTE	3,484.99	3,484.99	5,000.00	30
010-004-300-05010 UTILITIES TAX	342,654.65	342,654.65	480,000.00	29
010-004-300-05040 BEER & WINE TAX	0.00	0.00	16,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	106,428.33	106,428.33	100,000.00	-6
010-004-300-05060 LOCAL GOVT SALES TA	947,865.90	947,865.90	1,127,357.00	16
010-004-300-06010 BUN CNTY FIRE PROTEC	1,220,816.08	1,220,816.08	1,358,293.00	10
010-004-300-06040 ABC STORE DISTRIBUTI	88,234.98	88,234.98	70,000.00	-26
010-004-300-06045 ABC STORE - ALCOHOL	2,222.33	2,222.33	12,915.49	83
010-004-300-06050 ABC STORE - POLICE DE	1,587.38	1,587.38	8,226.03	81
010-004-300-07060 FIRE DEPT GRANTS	12,097.63	12,097.63	12,097.63	0
010-004-300-09015 CELL TOWER REVENUE	16,416.30	16,416.30	16,000.00	-3
010-004-300-09019 STATE DISTRIBUTION -	12,057.00	12,057.00	12,057.00	0
010-004-300-09020 MISCELLANEOUS REVE	7,571.28	7,571.28	9,000.00	16
010-004-300-09024 MAIN STREET NATURE	180.00	180.00	0.00	0
010-004-300-09026 CONTRIBUTIONS FIRE E	527.00	527.00	429.00	-23
010-004-300-09028 COPS FOR KIDS	26,527.00	26,527.00	24,689.62	-7
010-004-300-09030 INTEREST EARNED	3,371.23	3,371.23	5,000.00	33
010-004-300-09031 INTEREST EARNED POW	280.82	280.82	150.00	-87
010-004-300-09040 PLANNING & ZONING FI	19,370.80	19,370.80	20,000.00	3
010-004-300-09045 FIRE INSPECTION FEES	200.00	200.00	600.00	67
010-004-300-09050 SALE OF PROPERTY	568,629.52	568,629.52	5,000.00	-11,273
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	453,894.11	100
030-004-300-08010 WATER REVENUE	1,349,731.56	1,349,731.56	1,800,000.00	25
030-004-300-08020 MISCELLANEOUS REVE	12,768.32	12,768.32	20,000.00	36
030-004-300-08030 WATER TAPS	30,210.00	30,210.00	18,000.00	-68
030-004-300-08040 CAPACITY DEPLETION I	57,600.00	57,600.00	36,000.00	-60
030-004-300-08060 FEES FOR MSD COLLEC	39,245.10	39,245.10	45,000.00	13
030-004-300-09030 INTEREST EARNED	0.00	0.00	2,500.00	100
030-004-310-09900 APPROPRIATED FUND B	0.00	0.00	186,416.00	100
TOTAL REVENUE	8,004,264.98	8,004,264.98	9,137,024.88	12
AFTER TRANSFERS	8,004,264.98	8,004,264.98	9,137,024.88	
411 GOVERNING BODY				
EXPENDITURE:				
010-410-411-12100 SALARIES & WAGES	54,900.47	54,900.47	74,720.00	27
010-410-411-18100 FICA	3,861.70	3,861.70	5,716.00	32
010-410-411-18200 RETIREMENT	1,795.95	1,795.95	0.00	0

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 03/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-411-18210 401-K MATCH	911.56	911.56	3,300.00	72
010-410-411-18400 RETIREE HEALTH INSURANCE	411.45	411.45	0.00	0
010-410-411-19000 PROFESSIONAL SERVICES	45,209.45	45,209.45	50,000.00	10
010-410-411-26000 SUPPLIES / MATERIALS	587.70	587.70	1,000.00	41
010-410-411-28000 CONSERVATION BOARD	11.16	11.16	1,500.00	99
010-410-411-31000 TRAVEL & TRAINING	2,636.35	2,636.35	7,700.00	66
010-410-411-32500 POSTAGE	0.00	0.00	500.00	100
010-410-411-35100 BUILDING REPAIR / MAINTENANCE	6,177.94	6,177.94	5,000.00	-24
010-410-411-39100 ADVERTISING	704.88	704.88	5,300.00	87
010-410-411-39200 NEWS LETTERS	1,335.74	1,335.74	800.00	-67
010-410-411-39300 PRINTING	400.00	400.00	1,000.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	0.00	0.00	200.00	100
010-410-411-39510 COMMUNITY PROMOTIONS	50,506.32	50,506.32	60,000.00	16
010-410-411-39520 ELECTION EXPENSES	0.00	0.00	12,500.00	100
010-410-411-40450 INSURANCE	188.13	188.13	550.00	66
010-410-411-50100 SMALL EQUIPMENT	0.00	0.00	6,000.00	100
TOTAL EXPENDITURE	<u>169,638.80</u>	<u>169,638.80</u>	<u>235,786.00</u>	<u>28</u>
BEFORE TRANSFERS	<u>-169,638.80</u>	<u>-169,638.80</u>	<u>-235,786.00</u>	
AFTER TRANSFERS	<u>-169,638.80</u>	<u>-169,638.80</u>	<u>-235,786.00</u>	

412 ADMINISTRATION

EXPENDITURE:

010-410-412-12100 SALARIES & WAGES	219,863.71	219,863.71	317,687.00	31
010-410-412-18100 FICA	16,760.15	16,760.15	24,303.00	31
010-410-412-18200 RETIREMENT	16,761.07	16,761.07	24,398.00	31
010-410-412-18210 401-K MATCH	13,322.21	13,322.21	19,061.00	30
010-410-412-18300 HEALTH INSURANCE	22,844.85	22,844.85	35,356.00	35
010-410-412-18400 RETIREE HEALTH INSURANCE	4,913.24	4,913.24	7,180.00	32
010-410-412-19000 PROFESSIONAL SERVICES	19,538.47	19,538.47	80,000.00	76
010-410-412-25000 VEHICLE SUPPLIES	196.82	196.82	1,000.00	80
010-410-412-26000 SUPPLIES / MATERIALS	6,766.85	6,766.85	13,000.00	48
010-410-412-31000 TRAVEL & TRAINING	13,008.40	13,008.40	15,000.00	13
010-410-412-32100 TELEPHONE	7,461.16	7,461.16	7,000.00	-7
010-410-412-32500 POSTAGE	1,651.94	1,651.94	3,000.00	45
010-410-412-33100 UTILITIES	3,013.26	3,013.26	5,000.00	40
010-410-412-35100 BUILDING REPAIR / MAINTENANCE	15,253.75	15,253.75	20,000.00	24
010-410-412-35200 EQUIPMENT MAINTENANCE	2,740.47	2,740.47	6,000.00	54
010-410-412-35300 VEHICLE MAINTENANCE	0.00	0.00	1,000.00	100
010-410-412-39100 ADVERTISING	0.00	0.00	1,000.00	100
010-410-412-39600 BANK SERVICE CHARGES	4,709.49	4,709.49	6,600.00	29
010-410-412-39650 BANK CARD FEES	3,997.85	3,997.85	6,000.00	33
010-410-412-39800 ESC REIMBURSEMENT	1,181.35	1,181.35	10,000.00	88
010-410-412-40450 INSURANCE	6,434.03	6,434.03	7,334.00	12
010-410-412-50100 SMALL EQUIPMENT	6,081.30	6,081.30	7,000.00	13
010-410-412-50500 CAPITAL EQUIPMENT	20,816.17	20,816.17	30,000.00	31

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04/11/2018 5:04:56PM

Page 2

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 03/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
TOTAL EXPENDITURE	407,316.54	407,316.54	646,919.00	37
BEFORE TRANSFERS	-407,316.54	-407,316.54	-646,919.00	
AFTER TRANSFERS	-407,316.54	-407,316.54	-646,919.00	
413 PLANNING				
EXPENDITURE:				
010-410-413-12100 SALARIES & WAGES	45,848.00	45,848.00	62,360.00	26
010-410-413-18100 FICA	3,521.77	3,521.77	4,771.00	26
010-410-413-18200 RETIREMENT	3,515.70	3,515.70	4,789.00	27
010-410-413-18210 401-K MATCH	2,750.89	2,750.89	3,742.00	26
010-410-413-18300 HEALTH INSURANCE	4,934.25	4,934.25	8,535.00	42
010-410-413-19000 PROFESSIONAL SERVIC	962.34	962.34	5,000.00	81
010-410-413-25000 VEHICLE SUPPLIES	178.88	178.88	500.00	64
010-410-413-26000 SUPPLIES / MATERIALS	550.34	550.34	1,000.00	45
010-410-413-31000 TRAVEL & TRAINING	989.68	989.68	5,000.00	80
010-410-413-32100 TELEPHONE	1,070.14	1,070.14	5,000.00	79
010-410-413-32500 POSTAGE	1,800.00	1,800.00	3,000.00	40
010-410-413-35200 EQUIPMENT MAINTENA	0.00	0.00	500.00	100
010-410-413-35300 VEHICLE MAINTENANC	61.54	61.54	500.00	88
010-410-413-39100 ADVERTISING	1,761.05	1,761.05	3,000.00	41
010-410-413-40450 INSURANCE	0.00	0.00	500.00	100
010-410-413-50100 SMALL EQUIPMENT	2,007.26	2,007.26	3,000.00	33
TOTAL EXPENDITURE	69,951.84	69,951.84	111,197.00	37
BEFORE TRANSFERS	-69,951.84	-69,951.84	-111,197.00	
AFTER TRANSFERS	-69,951.84	-69,951.84	-111,197.00	
431 POLICE				
EXPENDITURE:				
010-430-431-12100 SALARIES & WAGES	674,496.44	674,496.44	862,582.00	22
010-430-431-12500 SEPARATION ALLOWAN	20,925.62	20,925.62	31,213.42	33
010-430-431-18100 FICA	50,352.13	50,352.13	69,238.73	27
010-430-431-18200 RETIREMENT	95,264.78	95,264.78	113,509.83	16
010-430-431-18210 401-K MATCH	33,010.77	33,010.77	51,298.52	36
010-430-431-18300 HEALTH INSURANCE	86,882.33	86,882.33	144,180.00	40
010-430-431-18400 RETIREE HEALTH INSUI	4,038.32	4,038.32	7,180.00	44
010-430-431-19000 PROFESSIONAL SERVIC	42,250.15	42,250.15	43,000.00	2
010-430-431-25000 VEHICLE SUPPLIES	20,156.28	20,156.28	42,000.00	52
010-430-431-26000 SUPPLIES / MATERIALS	5,383.61	5,383.61	6,600.00	18
010-430-431-26200 CRIME PREVENTION	0.00	0.00	1,300.00	100
010-430-431-26250 DRUG EDUCATION & PR	0.00	0.00	326.50	100
010-430-431-26400 ALCOHOL EDUCATION ,	5,049.00	5,049.00	6,915.44	27
010-430-431-26450 ABC LAW ENFORCEMEN	0.00	0.00	4,459.99	100
010-430-431-26608 COPS FOR KIDS	22,491.57	22,491.57	24,689.62	9

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010-430-431-26900 UNIFORMS	6,101.67	6,101.67	6,700.00	9
010-430-431-31000 TRAVEL & TRAINING	1,975.29	1,975.29	3,300.00	40
010-430-431-32100 TELEPHONE	9,609.86	9,609.86	13,500.00	29
010-430-431-32500 POSTAGE	95.07	95.07	350.00	73
010-430-431-33100 UTILITIES	2,992.44	2,992.44	4,800.00	38
010-430-431-35100 BUILDING REPAIR / MAI	5,220.80	5,220.80	6,700.00	22
010-430-431-35200 EQUIPMENT MAINTENA	2,012.90	2,012.90	2,600.00	23
010-430-431-35300 VEHICLE MAINTENANC	11,595.53	11,595.53	18,000.00	36
010-430-431-40450 INSURANCE	51,440.36	51,440.36	62,963.00	18
010-430-431-50100 SMALL EQUIPMENT	67,961.69	67,961.69	84,348.00	19
010-430-431-50500 CAPITAL EQUIPMENT	121,603.56	121,603.56	121,709.00	0
TOTAL EXPENDITURE	<u>1,340,910.17</u>	<u>1,340,910.17</u>	<u>1,733,464.05</u>	<u>23</u>
BEFORE TRANSFERS	<u>-1,340,910.17</u>	<u>-1,340,910.17</u>	<u>-1,733,464.05</u>	
AFTER TRANSFERS	<u>-1,340,910.17</u>	<u>-1,340,910.17</u>	<u>-1,733,464.05</u>	

434 FIRE

EXPENDITURE:

010-430-434-12100 SALARIES & WAGES	725,720.83	725,720.83	1,084,831.00	33
010-430-434-12110 OVERTIME	30,633.90	30,633.90	51,450.00	40
010-430-434-12800 RELIEF PAY	26,563.00	26,563.00	75,000.00	65
010-430-434-18100 FICA	56,621.33	56,621.33	92,663.00	39
010-430-434-18200 RETIREMENT	56,630.66	56,630.66	85,221.00	34
010-430-434-18210 401-K MATCH	32,411.13	32,411.13	43,393.00	25
010-430-434-18300 HEALTH INSURANCE	113,038.07	113,038.07	207,738.00	46
010-430-434-18400 RETIREE HEALTH INSUI	4,038.32	4,038.32	7,180.00	44
010-430-434-19000 PROFESSIONAL SERVIC	4,380.59	4,380.59	4,000.00	-10
010-430-434-25000 VEHICLE SUPPLIES	11,102.08	11,102.08	18,000.00	38
010-430-434-26000 SUPPLIES / MATERIALS	3,939.31	3,939.31	10,000.00	61
010-430-434-26100 MEDICAL VACINATION	5,725.00	5,725.00	6,000.00	5
010-430-434-26150 PREVENTATION SUPPLI	2,569.75	2,569.75	5,000.00	49
010-430-434-26260 MEDICAL EQUIP & SUPP	4,222.70	4,222.70	5,500.00	23
010-430-434-26600 CONTRIBUTORY EXPEN	600.00	600.00	789.15	24
010-430-434-26900 UNIFORMS	4,916.42	4,916.42	10,000.00	51
010-430-434-31000 TRAVEL & TRAINING	4,719.17	4,719.17	11,000.00	57
010-430-434-32100 TELEPHONE	11,819.26	11,819.26	17,000.00	30
010-430-434-33100 UTILITIES	9,696.14	9,696.14	15,000.00	35
010-430-434-35100 BUILDING REPAIR / MAI	11,887.85	11,887.85	15,000.00	21
010-430-434-35200 EQUIPMENT MAINTENA	8,279.27	8,279.27	20,000.00	59
010-430-434-35300 VEHICLE MAINTENANC	29,828.34	29,828.34	34,597.63	14
010-430-434-39500 DUES & SUBSCRIPTIONS	4,601.98	4,601.98	8,500.00	46
010-430-434-40450 INSURANCE	70,510.91	70,510.91	82,293.00	14
010-430-434-50100 SMALL EQUIPMENT	33,210.99	33,210.99	54,000.00	38
010-430-434-50500 CAPITAL EQUIPMENT	44,134.49	44,134.49	45,000.00	2
TOTAL EXPENDITURE	<u>1,311,801.49</u>	<u>1,311,801.49</u>	<u>2,009,155.78</u>	<u>35</u>

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BEFORE TRANSFERS	-1,311,801.49	-1,311,801.49	-2,009,155.78	
AFTER TRANSFERS	-1,311,801.49	-1,311,801.49	-2,009,155.78	
451 STREETS				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	107,077.73	107,077.73	125,692.00	15
010-450-451-18100 FICA	7,500.70	7,500.70	9,615.00	22
010-450-451-18200 RETIREMENT	8,215.43	8,215.43	9,653.00	15
010-450-451-18210 401-K MATCH	5,351.72	5,351.72	7,004.00	24
010-450-451-18300 HEALTH INSURANCE	17,257.14	17,257.14	26,666.00	35
010-450-451-19000 PROFESSIONAL SERVIC	4,022.25	4,022.25	4,000.00	-1
010-450-451-19500 CONTRACT LABOR	13,417.17	13,417.17	12,800.00	-5
010-450-451-19900 CONTRACT WORK	13,109.35	13,109.35	25,000.00	48
010-450-451-25000 VEHICLE SUPPLIES	5,346.99	5,346.99	7,000.00	24
010-450-451-26000 SUPPLIES / MATERIALS	21,843.03	21,843.03	25,000.00	13
010-450-451-26500 SAFETY MATERIALS	1,195.70	1,195.70	2,300.00	48
010-450-451-26900 UNIFORMS	772.22	772.22	1,200.00	36
010-450-451-32100 TELEPHONE	641.79	641.79	3,000.00	79
010-450-451-33100 UTILITIES	33,715.91	33,715.91	58,000.00	42
010-450-451-35100 BUILDING REPAIR / MAJ	410.68	410.68	2,200.00	81
010-450-451-35200 EQUIPMENT MAINTENAN	4,596.38	4,596.38	4,200.00	-9
010-450-451-35300 VEHICLE MAINTENANC	2,332.56	2,332.56	2,900.00	20
010-450-451-40450 INSURANCE	9,775.15	9,775.15	9,853.00	1
010-450-451-50100 SMALL EQUIPMENT	418.91	418.91	2,000.00	79
010-450-451-50300 CAPITAL IMPROVEMEN	21,918.35	21,918.35	330,000.00	93
010-450-451-50500 CAPITAL EQUIPMENT	39,167.51	39,167.51	38,900.00	-1
TOTAL EXPENDITURE	318,086.67	318,086.67	706,983.00	55
BEFORE TRANSFERS	-318,086.67	-318,086.67	-706,983.00	
AFTER TRANSFERS	-318,086.67	-318,086.67	-706,983.00	

459 POWELL BILL

EXPENDITURE:

010-450-459-12100 SALARIES & WAGES	7,785.75	7,785.75	8,822.00	12
010-450-459-18100 FICA	554.15	554.15	675.00	18
010-450-459-18200 RETIREMENT	597.23	597.23	678.00	12
010-450-459-18210 401-K MATCH	218.60	218.60	529.00	59
010-450-459-18300 HEALTH INSURANCE	969.67	969.67	1,052.00	8
010-450-459-19000 PROFESSIONAL SERVIC	0.00	0.00	4,000.00	100
010-450-459-19500 CONTRACT LABOR	0.00	0.00	1,000.00	100
010-450-459-19900 CONTRACT WORK	0.00	0.00	1,500.00	100
010-450-459-26000 SUPPLIES / MATERIALS	0.00	0.00	500.00	100
010-450-459-35200 EQUIPMENT MAINTENAN	0.00	0.00	550.00	100
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	0.00	100,000.00	100

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TOTAL EXPENDITURE	10,125.40	10,125.40	119,306.00	92
BEFORE TRANSFERS	-10,125.40	-10,125.40	-119,306.00	
AFTER TRANSFERS	-10,125.40	-10,125.40	-119,306.00	
471 SANITATION				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	202,460.70	202,460.70	289,522.00	30
010-470-471-18100 FICA	14,308.15	14,308.15	22,148.00	35
010-470-471-18200 RETIREMENT	15,518.52	15,518.52	22,235.00	30
010-470-471-18210 401-K MATCH	7,057.27	7,057.27	16,833.00	58
010-470-471-18300 HEALTH INSURANCE	40,645.49	40,645.49	66,599.00	39
010-470-471-19000 PROFESSIONAL SERVIC	865.84	865.84	2,000.00	57
010-470-471-19500 CONTRACT LABOR	10,947.21	10,947.21	18,000.00	39
010-470-471-25000 VEHICLE SUPPLIES	15,202.22	15,202.22	18,500.00	18
010-470-471-26000 SUPPLIES / MATERIALS	3,621.69	3,621.69	8,500.00	57
010-470-471-26500 SAFETY MATERIALS	3,098.86	3,098.86	2,800.00	-11
010-470-471-26900 UNIFORMS	2,061.11	2,061.11	3,600.00	43
010-470-471-33100 UTILITIES	2,323.13	2,323.13	4,000.00	42
010-470-471-35100 BUILDING REPAIR / MAI	1,125.00	1,125.00	2,300.00	51
010-470-471-35200 EQUIPMENT MAINTENA	7,103.59	7,103.59	9,500.00	25
010-470-471-35300 VEHICLE MAINTENANC	18,011.76	18,011.76	12,500.00	-44
010-470-471-40100 TIPPING FEES	39,213.38	39,213.38	75,000.00	48
010-470-471-40450 INSURANCE	24,516.20	24,516.20	34,568.00	29
010-470-471-50100 SMALL EQUIPMENT	215.96	215.96	5,700.00	96
010-470-471-50500 CAPITAL EQUIPMENT	53,050.00	53,050.00	54,500.00	3
TOTAL EXPENDITURE	461,346.08	461,346.08	668,805.00	31
BEFORE TRANSFERS	-461,346.08	-461,346.08	-668,805.00	
AFTER TRANSFERS	-461,346.08	-461,346.08	-668,805.00	

612 RECREATION

EXPENDITURE:

010-600-612-12100 SALARIES & WAGES	82,941.49	82,941.49	114,030.00	27
010-600-612-18100 FICA	6,116.65	6,116.65	8,723.00	30
010-600-612-18200 RETIREMENT	6,363.18	6,363.18	8,758.00	27
010-600-612-18210 401-K MATCH	4,001.13	4,001.13	6,304.00	37
010-600-612-18300 HEALTH INSURANCE	13,757.61	13,757.61	21,528.00	36
010-600-612-19000 PROFESSIONAL SERVIC	1,512.17	1,512.17	1,000.00	-51
010-600-612-19500 CONTRACT LABOR	0.00	0.00	14,500.00	100
010-600-612-19900 CONTRACT WORK	3,500.00	3,500.00	9,600.00	64
010-600-612-25000 VEHICLE SUPPLIES	1,091.94	1,091.94	3,250.00	66
010-600-612-26000 SUPPLIES / MATERIALS	8,792.33	8,792.33	16,800.00	48
010-600-612-26500 SAFETY MATERIALS	790.56	790.56	1,800.00	56
010-600-612-26900 UNIFORMS	665.37	665.37	1,200.00	45

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010-600-612-33100 UTILITIES	7,453.46	7,453.46	12,500.00	40
010-600-612-35100 BUILDING REPAIR / MAI	411.51	411.51	1,200.00	66
010-600-612-35200 EQUIPMENT MAINTENA	609.03	609.03	2,400.00	75
010-600-612-35300 VEHICLE MAINTENANC	73.66	73.66	1,300.00	94
010-600-612-40450 INSURANCE	2,351.62	2,351.62	4,324.00	46
010-600-612-50100 SMALL EQUIPMENT	368.00	368.00	1,800.00	80
010-600-612-50300 CAPITAL IMPROVEMEN	13,769.20	13,769.20	85,000.00	84
010-600-612-50500 CAPITAL EQUIPMENT	0.00	0.00	18,500.00	100
TOTAL EXPENDITURE	<u>154,568.91</u>	<u>154,568.91</u>	<u>334,517.00</u>	<u>54</u>
BEFORE TRANSFERS	<u>-154,568.91</u>	<u>-154,568.91</u>	<u>-334,517.00</u>	
AFTER TRANSFERS	<u>-154,568.91</u>	<u>-154,568.91</u>	<u>-334,517.00</u>	
711 WATER ADMINISTRATION				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	102,880.18	102,880.18	143,411.00	28
030-700-711-18100 FICA	7,603.39	7,603.39	10,971.00	31
030-700-711-18200 RETIREMENT	7,839.94	7,839.94	10,756.00	27
030-700-711-18210 401-K MATCH	5,763.86	5,763.86	8,605.00	33
030-700-711-18300 HEALTH INSURANCE	13,662.91	13,662.91	19,199.00	29
030-700-711-19000 PROFESSIONAL SERVIC	17,772.96	17,772.96	42,500.00	58
030-700-711-25000 VEHICLE SUPPLIES	1,024.35	1,024.35	3,000.00	66
030-700-711-26000 SUPPLIES / MATERIALS	2,328.26	2,328.26	3,800.00	39
030-700-711-26500 SAFETY MATERIALS	0.00	0.00	575.00	100
030-700-711-26900 UNIFORMS	49.99	49.99	400.00	88
030-700-711-31000 TRAVEL & TRAINING	122.06	122.06	1,800.00	93
030-700-711-32100 TELEPHONE	2,835.47	2,835.47	2,800.00	-1
030-700-711-32500 POSTAGE	6,994.80	6,994.80	14,300.00	51
030-700-711-35300 VEHICLE MAINTENANC	58.99	58.99	1,800.00	97
030-700-711-40450 INSURANCE	9,258.68	9,258.68	10,852.00	15
030-700-711-50100 SMALL EQUIPMENT	0.00	0.00	2,300.00	100
030-700-711-50500 CAPITAL EQUIPMENT	36,166.65	36,166.65	38,900.00	7
TOTAL EXPENDITURE	<u>214,362.49</u>	<u>214,362.49</u>	<u>315,969.00</u>	<u>32</u>
BEFORE TRANSFERS	<u>-214,362.49</u>	<u>-214,362.49</u>	<u>-315,969.00</u>	
AFTER TRANSFERS	<u>-214,362.49</u>	<u>-214,362.49</u>	<u>-315,969.00</u>	

712 PRODUCTION

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	186,699.43	186,699.43	279,472.00	33
030-700-712-18100 FICA	14,218.16	14,218.16	21,380.00	33
030-700-712-18200 RETIREMENT	14,303.07	14,303.07	20,960.00	32
030-700-712-18210 401-K MATCH	3,025.96	3,025.96	16,768.00	82
030-700-712-18300 HEALTH INSURANCE	23,372.19	23,372.19	35,192.00	34
030-700-712-18400 RETIREE HEALTH INSUI	4,038.32	4,038.32	7,180.00	44

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030-700-712-19000 PROFESSIONAL SERVIC	9,975.64	9,975.64	21,500.00	54
030-700-712-19600 WATER TESTING / MAIN	6,459.08	6,459.08	11,500.00	44
030-700-712-19900 CONTRACT WORK	3,437.70	3,437.70	8,500.00	60
030-700-712-20000 CHEMICALS	34,522.91	34,522.91	54,000.00	36
030-700-712-25000 VEHICLE SUPPLIES	3,127.35	3,127.35	6,500.00	52
030-700-712-26000 SUPPLIES / MATERIALS	4,951.38	4,951.38	12,000.00	59
030-700-712-26500 SAFETY MATERIALS	653.80	653.80	2,300.00	72
030-700-712-26900 UNIFORMS	1,177.74	1,177.74	2,100.00	44
030-700-712-27001 LAB SUPPLIES	7,694.10	7,694.10	17,800.00	57
030-700-712-31000 TRAVEL & TRAINING	10,967.77	10,967.77	14,000.00	22
030-700-712-32100 TELEPHONE	3,013.78	3,013.78	4,900.00	38
030-700-712-33100 UTILITIES	68,637.97	68,637.97	93,000.00	26
030-700-712-34000 SLUDGE REMOVAL	14,771.80	14,771.80	30,000.00	51
030-700-712-35100 BUILDING REPAIR / MAI	139.00	139.00	4,500.00	97
030-700-712-35200 EQUIPMENT MAINTENA	1,865.22	1,865.22	22,500.00	92
030-700-712-35300 VEHICLE MAINTENANC	341.55	341.55	4,550.00	92
030-700-712-40450 INSURANCE	9,067.85	9,067.85	10,852.00	16
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	3,422.85	3,422.85	3,800.00	10
030-700-712-50300 CAPITAL IMPROVEMEN	0.00	0.00	17,000.00	100
030-700-712-50500 CAPITAL EQUIPMENT	143,282.50	143,282.50	168,000.00	15
TOTAL EXPENDITURE	<u>573,167.12</u>	<u>573,167.12</u>	<u>896,254.00</u>	<u>36</u>
BEFORE TRANSFERS	<u>-573,167.12</u>	<u>-573,167.12</u>	<u>-896,254.00</u>	
AFTER TRANSFERS	<u>-573,167.12</u>	<u>-573,167.12</u>	<u>-896,254.00</u>	

713 MAINTENANCE

EXPENDITURE:

030-700-713-12100 SALARIES & WAGES	213,534.27	213,534.27	273,472.00	22
030-700-713-18100 FICA	14,797.41	14,797.41	20,921.00	29
030-700-713-18200 RETIREMENT	16,374.82	16,374.82	20,510.00	20
030-700-713-18210 401-K MATCH	5,071.67	5,071.67	16,408.00	69
030-700-713-18300 HEALTH INSURANCE	37,553.89	37,553.89	64,324.00	42
030-700-713-19000 PROFESSIONAL SERVIC	4,484.49	4,484.49	12,000.00	63
030-700-713-19500 CONTRACT LABOR	0.00	0.00	3,000.00	100
030-700-713-19900 CONTRACT WORK	0.00	0.00	3,500.00	100
030-700-713-25000 VEHICLE SUPPLIES	6,206.52	6,206.52	9,500.00	35
030-700-713-26000 SUPPLIES / MATERIALS	32,841.11	32,841.11	43,000.00	24
030-700-713-26500 SAFETY MATERIALS	1,257.37	1,257.37	3,000.00	58
030-700-713-26900 UNIFORMS	1,410.73	1,410.73	3,000.00	53
030-700-713-31000 TRAVEL & TRAINING	1,814.68	1,814.68	3,800.00	52
030-700-713-32100 TELEPHONE	4,348.87	4,348.87	5,000.00	13
030-700-713-33100 UTILITIES	10,201.19	10,201.19	6,500.00	-57
030-700-713-33300 UTILITIES FOR PUMP ST	1,574.88	1,574.88	18,500.00	91
030-700-713-33500 UTILITIES/BUILDING	4,993.67	4,993.67	6,000.00	17
030-700-713-35100 BUILDING REPAIR / MAI	496.96	496.96	2,800.00	82

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TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2017-2018

07/01/2017 TO 03/31/2018

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
030-700-713-35200 EQUIPMENT MAINTENA	3,632.87	3,632.87	8,500.00	57
030-700-713-35300 VEHICLE MAINTENANC	6,466.19	6,466.19	6,300.00	-3
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100
030-700-713-40450 INSURANCE	9,067.85	9,067.85	10,852.00	16
030-700-713-50100 SMALL EQUIPMENT	0.00	0.00	5,000.00	100
030-700-713-50300 CAPITAL IMPROVEMEN	23,625.74	23,625.74	60,000.00	61
030-700-713-50310 REPAIRS TO RESERVOIR	0.00	0.00	6,000.00	100
030-700-713-50320 WATER SYSTEM IMPRO	0.00	0.00	3,000.00	100
030-700-713-50500 CAPITAL EQUIPMENT	30,628.32	30,628.32	55,000.00	44
TOTAL EXPENDITURE	<u>430,383.50</u>	<u>430,383.50</u>	<u>671,087.00</u>	<u>36</u>
BEFORE TRANSFERS	<u>-430,383.50</u>	<u>-430,383.50</u>	<u>-671,087.00</u>	
AFTER TRANSFERS	<u>-430,383.50</u>	<u>-430,383.50</u>	<u>-671,087.00</u>	
910 DEBT SERVICE				
EXPENDITURE:				
010-910-910-91061 LOAN PAYMENT-FIRE T	53,540.72	53,540.72	53,541.00	0
010-910-910-91062 LOAN PAYMENT - FIRE	149,412.96	149,412.96	149,413.00	0
010-910-910-91063 LOAN PAYMENT - FIRE	128,072.18	128,072.18	255,021.00	50
030-910-910-60030 RESERVE FOR BOND PA	23,803.30	23,803.30	209,607.00	89
TOTAL EXPENDITURE	<u>354,829.16</u>	<u>354,829.16</u>	<u>667,582.00</u>	<u>47</u>
BEFORE TRANSFERS	<u>-354,829.16</u>	<u>-354,829.16</u>	<u>-667,582.00</u>	
AFTER TRANSFERS	<u>-354,829.16</u>	<u>-354,829.16</u>	<u>-667,582.00</u>	
999 OTHER FUNDING USES				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	5,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	<u>0.00</u>	<u>0.00</u>	<u>20,000.00</u>	<u>100</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-20,000.00</u>	
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-20,000.00</u>	

**Town of Weaverville
MONTHLY TAX REPORT
FY 2017-18**

AS OF 4/10/2018

Real Property:	731,858,579	
Real Property Discoveries:	4,382,100	
Total Real Property:	736,240,679	736,240,679
Personal:	68,272,808	
Personal Discoveries:	25,284	
Total Personal:		61,930,034
Public Utilities:		5,147,971
Exemption:		(9,394,737)
Releases:		(1,465,263)
Total Tax Value		792,458,684

Tax Levy @.38 cents per \$100

Real Property:		2,798,552.00
Personal Property:		235,334.00
Public Utilities:	19,563.00	
Less Under \$5 Adjustment		(61.00)
Total Public Utilities:		19,563.00
Exemption:		(35,700.00)
Releases:		(5,568.00)
Total Levy (Total Billed)		3,011,343.00

Total Current Year Collections	2,949,776.00
% Collected	97.95%

Total Left to be Collected:	61,567.00
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Prior Years Paid	3,174.00
Prior Years Unpaid as of 4/10/18	9,182.93

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, April 16, 2018
Subject: Planning Department Report for the First Quarter of 2018
Presenter: Planning Director
Attachments: Planning Department Report – Q1, 2018

Description:

Attached you will find a report reflective of permits issued in January, February and March 2018.

Action Requested:

None



Planning Department Report – Q1, 2018

Total Zoning Permits Issued: 31

Residential:

Single family dwellings: 13

Internal upfit or accessory structure: 15

Commercial:

New Commercial: 1 (Fairfield Inn Weaverville)

Internal upfit or accessory structure: 2 (60 Weaver, 11 Florida)

Sign Permits: 5

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: April 16, 2018
Subject: Preliminary Budget for FY 2019
Presenter: Selena Coffey, Town Manager
Attachments: Preliminary Budget

Description:

The Town Manager will be presenting a preliminary, draft budget during this evening's meeting.

Action Requested:

No action is required at this meeting.

April 16, 2018

Subject: Fiscal Year 2018-2019 Preliminary Budget

Dear Honorable Mayor Root and Members of Town Council:

I am writing to convey the initial preliminary budget for fiscal year 2018-2019. My submission of this preliminary budget is a departure from the prior process in that it does not include my formal budget message and final proposed budget. This shift in budgetary process is distinguished from the prior year process by numerous budgetary issues that must be addressed with your input during the upcoming budget sessions. I will be formally presenting the Town Manager's Proposed Budget, as prescribed by the *North Carolina Local Government Budget and Fiscal Control Act* (N.C.G.S § 159-11), at your regular meeting on May 21, 2018. This deferred submittal date will afford time for you to meet and discuss important Town issues that have financial implications, as well as potentially allow time for staff to receive updated revenue projections from the North Carolina Department of Revenue, the Buncombe County Tax Department and the North Carolina League of Municipalities. This revised budget process also provides more opportunity for public input prior to budget adoption. I have revised the budget calendar, which is attached, to reflect this amended process.

Topics for Discussion

Below, I have provided a bulleted list of topics requiring your discussion and input as we continue the development of the fiscal year 2018-2019 budget:

- **Lake Louise Community Center Project:** On May 9, 2018, staff will be meeting with the Recreation Advisory Board to continue receiving their input regarding the conceptual plans for the community center project. I would like to receive input from the Mayor and Town Council prior to this meeting and propose that this topic be on the agenda for your April 23 worksession.
- **Former Bus Garage** (22 Central Avenue property): At your last budget worksession, you asked that I retain a realtor to provide the Town with an estimated value for the former bus garage located at 22 Central Avenue. This is in process and I have not yet received a response. You also requested that staff ascertain an estimate to construct a building to store our Public Works equipment currently maintained at the 22 Central Avenue location. Our Public Works Director has provided an estimate for this proposed structure totaling approximately \$800,000, which includes site preparation, construction, engineering, architectural services, permitting, landscaping, etc. In the case that you choose to retain the bus garage as Town property for

storage, I will be recommending substantial repairs and maintenance, estimated at approximately \$100,000.

- **Water Treatment Plant Expansion:** We anticipate receiving the preliminary engineering report regarding the potential water treatment plant expansion in May. This is certainly a topic for Town Council’s consideration in developing this year’s budget.
- **Update to the Town’s Comprehensive Land Use Plan:** As you are aware, the Town’s current land use plan was developed in 2012 with an intent to be updated every five years. It would be prudent for Town Council to discuss how and when you would like to move forward in updating this plan.
- **Recreation Master Plan Elements:** There are a number of elements within the adopted Recreation Master Plan that have financial implications. As mentioned earlier, the community center project is a significant part of this discussion. However, I would encourage Town Council to consider some additional components of the plan, especially those pertaining to updates to the current restroom facilities at Lake Louise Park and the potential for utilities at the Main Street Nature Park.

Overview of the Preliminary Budget

The preliminary fiscal year 2018-2019 budget presented herewith totals **\$9,015,200**, a **1.5%** decrease from the fiscal year 2017-2018 budget. These funds are summarized below:

General Fund	\$6,811,979
Water Fund	\$2,203,221
Total Budget	\$9,015,200

General Fund Overview

The preliminary budget presented herewith is based on the Town’s current **tax rate of \$0.38** per \$100 valuation at a collection rate of 99.0% and tax values estimated by Buncombe County of **\$799,697,163** for real and personal property. This is a 2.4 % decrease from last year’s revaluation estimates that provided the foundation for the current year budget. Of note, last year’s tax values were initially estimated at \$819,074,475 but the County’s preliminary estimate turned out to be higher than the actual tax values for the year.

Preliminary General Fund departmental budget totals are reflected in the following table:

Department	FY 2017-2018 Amended Budget	FY 2018-2019 Preliminary	Percentage Variance
Town Council	\$235,786	\$237,322	0.7%
Administration	\$646,919	\$653,042	0.9%
Planning	\$111,197	\$106,210	-4.5%
Police Department	\$1,733,464	\$1,630,856	-5.9%
Fire Department	\$2,009,156	\$2,080,546	3.6%
Public Works	\$1,829,611	\$1,705,610	-6.8%
Contingency	\$20,000	\$20,000	0.0%
Debt Service	\$457,975	\$378,393	-17.4%
Total General Fund	\$7,044,108	\$6,811,979	-3.3%

The highlights for the preliminary General Fund budget includes the following:

- Appropriation of \$186,015 in fund balance
- An estimated 8% increase in health insurance expenses for employees
- A 2% cost of living adjustment based on the most recent Consumer Price Index of 2.4%
- Continuation of the 3% merit bonus/pay program based on employee performance evaluations
- Funding for replacement of carpet flooring throughout Town Hall and the Police Department
- Three additional Firefighter positions to continue with the phasing plan approved during the FY 2017-2018 budget process
- One School Resource Officer position to work jointly between Weaverville Primary and Weaverville Elementary schools
- Streets maintenance and improvements funds totaling \$300,000
- An estimated \$79,000 in funding to add security components within Town facilities
- Continued replacement plan for two police cruisers annually
- Addition of a heavy payload utility vehicle for the Public Works Department

Water Fund Overview

The preliminary Water Fund budget for FY 2018-2019 totals **\$2,203,221**, a **4.5%** increase over the FY 2017-2018 budget. Water Fund expenses by category, including water administration, water distribution and water production are displayed in the table below:

Department	FY 2017-2018 Amended Budget	FY 2018-2019 Preliminary	Percentage Variance
Personnel	\$969,529	\$1,006,001	3.8%
Operations	\$631,881	\$746,450	18.1%
Capital Outlay	\$261,900	\$40,000	-84.7%
Capital Improvements	\$20,000	\$191,500	857.5%
Contingency	\$15,000	\$15,000	0.0%
Reserve for Bond Payments	\$209,607	\$204,270	-2.5%
Total Water Fund	\$2,107,916	\$2,203,221	4.5%

Highlights for the preliminary Water Fund budget are reflected below:

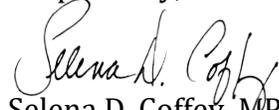
- A 2% increase in water rates as recommended in the Town's water rate study
- Capital improvements funding totaling \$191,500 to rebuild water pumps and chlorine gas delivery system and replace filter media and raw water control valve, in addition to funding to repaint the Water Treatment Plant and make repairs to the Ox Creek reservoir (this project must move forward into the upcoming budget)
- Capital outlay funding for continued replacement of old water meters with new radio read meters
- Replacement of two trucks, both which meet vehicle replacement guidelines adopted by Town Council last fiscal year

Moving Forward

Attached to this memo, you will find a revised budget calendar for your review and approval. This calendar reflects the previously scheduled budget worksessions for April 23 and May 8. You can expect to receive supplementary budget information prior to the next worksession. In addition, the revised calendar establishes May 21 as the date when I will submit my formal budget proposal as required by General Statutes. Finally, it establishes Monday, June 4 as the date for the public hearing on the budget.

I wish to thank our department heads and key staff for their thoughtfulness in preparing their budget requests. Most of all, I would like to thank our Finance Director Tonya Dozier for her time and attention to detail in preparing this preliminary budget.

Respectfully,



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

PRELIMINARY BUDGET
Fiscal Year 2018-2019
Budgets by Department, Function & Category

GENERAL FUND REVENUE	FY 2018 Amended Budget	FY 2019 Preliminary Draft	\$ Variance	% Variance
Prior Year Tax Revenue	\$1,600	\$2,500	\$900	56.3%
Prior Year Interest & Penalties	\$200	\$200	\$0	0.0%
Ad Valorem Tax Revenue	\$3,110,600	\$3,008,164	(\$102,436)	-3.3%
DMV Tax Revenue	\$180,000	\$250,000	\$70,000	38.9%
Tax Penalties & Interest	\$5,000	\$4,000	(\$1,000)	-20.0%
Utilities Franchise Tax	\$480,000	\$450,000	(\$30,000)	-6.3%
Beer & Wine Tax	\$16,000	\$16,000	\$0	0.0%
Powell Bill Distributions	\$100,000	\$106,000	\$6,000	6.0%
Local Government Sales Tax	\$1,127,357	\$1,290,000	\$162,643	14.4%
Buncombe County Fire Protection	\$1,358,293	\$1,309,000	(\$49,293)	-3.6%
ABC Store Distribution to Town	\$70,000	\$110,000	\$40,000	57.1%
ABC Store Alcohol Education	\$12,915	\$0	(\$12,915)	-100.0%
ABC Store Police Department	\$8,226	\$0	(\$8,226)	-100.0%
Cell Tower Revenue	\$16,000	\$16,000	\$0	0.0%
Miscellaneous Revenue	\$9,000	\$7,500	(\$1,500)	-16.7%
Interest Earned	\$5,000	\$26,000	\$21,000	420.0%
Interest Earned-Powell Bill	\$150	\$300	\$150	100.0%
Zoning Inspections Fees	\$20,000	\$25,000	\$5,000	25.0%
Fire Inspections Fees	\$600	\$300	(\$300)	-50.0%
Sale of Property	\$5,000	\$5,000	\$0	0.0%
Appropriated Fund Balance	\$453,894	\$186,015	(\$267,879)	-59.0%
TOTAL GENERAL FUND REVENUE	\$6,979,836	\$6,811,979	(\$167,857)	-2.4%

GENERAL FUND EXPENDITURES	FY 2018 Amended Budget	FY 2019 Preliminary Draft	\$ Variance	% Variance
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Town Council

Personnel	\$83,736	\$89,522	\$5,786	6.9%
Operations	\$152,050	\$137,800	(\$14,250)	-9.4%
Capital Outlay	\$0	\$10,000	\$10,000	--
Total	\$235,786	\$237,322	\$1,536	0.7%

Administration

Personnel	\$427,985	\$428,622	\$637	0.1%
Operations	\$188,934	\$171,420	(\$17,514)	-9.3%
Capital Outlay	\$30,000	\$53,000	\$23,000	76.7%
Total	\$646,919	\$653,042	\$6,123	0.9%

Planning & Code Enforcement

Personnel	\$84,197	\$87,210	\$3,013	3.6%
Operations	\$27,000	\$19,000	(\$8,000)	-29.6%
Total	\$111,197	\$106,210	(\$4,987)	-4.5%

Police Department

Personnel	\$1,279,203	\$1,256,006	(\$23,196)	-1.8%
Operations	\$332,553	\$279,850	(\$52,703)	-15.8%
Capital Outlay	\$121,709	\$95,000	(\$26,709)	-21.9%
Total	\$1,733,464	\$1,630,856	(\$102,608)	-5.9%

Fire Department

Personnel	\$1,647,476	\$1,754,324	\$106,848	6.5%
Operations	\$316,680	\$326,222	\$9,542	3.0%
Capital Outlay	\$45,000	\$0	(\$45,000)	-100.0%
Total	\$2,009,156	\$2,080,546	\$71,390	3.6%

Public Works: All Divisions

Personnel	\$767,066	\$801,443	\$34,377	4.5%
Operations	\$435,645	\$495,268	\$59,623	13.7%
Capital Outlay	\$111,900	\$45,499	(\$66,401)	-59.3%
Capital Improvements	\$515,000	\$363,400	(\$151,600)	-29.4%
Total	\$1,829,611	\$1,705,610	(\$124,001)	-6.8%

Debt Service

Loan Payment-Fire Truck 09/14	\$53,541	\$53,541	\$0	0.0%
Loan Payment-Fire Trucks	\$149,413	\$74,707	(\$74,706)	-50.0%
Loan Payment-Fire Station	\$255,021	\$250,145	(\$4,876)	-1.9%
Total	\$457,975	\$378,393	(\$79,582)	-17.4%

Contingency

Total	\$20,000	\$20,000	\$0	0.0%
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Total General Fund Revenue	\$6,979,836	\$6,811,979	(\$167,857)	-2.4%
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Total General Fund Expenditures	\$7,044,108	\$6,811,979	(\$232,129)	-3.3%
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WATER FUND REVENUE	FY 2018 Amended Budget	FY 2019 Preliminary Draft	\$ Variance	% Variance
Water Revenue	\$1,800,000	\$1,845,000	\$45,000	2.5%
Miscellaneous Revenue	\$20,000	\$17,000	(\$3,000)	-15.0%
Water Taps	\$18,000	\$35,000	\$17,000	94.4%
Capacity Depletion Fees	\$36,000	\$70,000	\$34,000	94.4%
Fees for MSD Collection	\$45,000	\$50,000	\$5,000	11.1%
Interest Earned	\$2,500	\$12,000	\$9,500	380.0%
Appropriated Fund Balance	\$186,416	\$174,221	(\$12,195)	-6.5%
Total Water Fund Revenue	\$2,107,916	\$2,203,221	\$95,305	4.5%

WATER FUND EXPENDITURES	FY 2018 Amended Budget	FY 2019 Preliminary Draft	\$ Variance	% Variance
Water Fund				
Personnel	\$969,529	\$1,006,001	\$36,472	3.8%
Operations	\$631,881	\$746,450	\$114,569	18.1%
Capital Outlay	\$261,900	\$40,000	(\$221,900)	-84.7%
Capital Improvements	\$20,000	\$191,500	\$171,500	857.5%
Total	\$1,883,310	\$1,983,951	\$100,641	5.3%
Contingency	Total \$15,000	\$15,000	\$0	0.0%
Reserve for Bond Payment	\$209,607	\$204,270	(\$5,337)	-2.5%
Total Water Fund Revenue	\$2,107,916	\$2,203,221	\$95,305	4.5%
Total Water Fund Expenditures	\$2,107,917	\$2,203,221	\$95,304	4.5%

**Town of Weaverville
Budget Calendar
FY 2018-2019**

Budget Activity	Date/Time/Location	Responsible Party
Operational Budget Requests & CIP Requests Due to Manager	Friday, March 2, 2018 Due by 5:00pm	• Department Heads
Budget Workshop #1 – Budget Preview <i>(Regular Workshop)</i>	Tuesday, March 13, 2018 6:00pm Town Hall	• Town Council • Town Manager • Department Heads
Manager’s Budget Review, Analysis & Department Head Meetings in Development of Proposed Budget	March 13 – April 16, 2018	• Town Manager • Department Heads
Initial Draft Budget Presentation Set Public Hearing on Budget <i>(Regular Town Council Meeting)</i>	Monday, April 16, 2018 7:00pm Town Hall	• Town Council • Town Manager • Town Clerk
Budget Workshop #2 <i>(Special-Called Meeting)</i>	Monday, April 23, 2018 6:00pm Town Hall	• Town Council • Town Manager • Department Heads
Budget Workshop #3 <i>(Regular Workshop)</i>	Tuesday, May 8, 2018 6:00pm Town Hall	• Town Council • Town Manager • Department Heads
Presentation of Manager’s Proposed Budget Set Public Hearing on Budget <i>(Regular Town Council Meeting)</i>	Monday, May 21, 2018 6:30pm Town Hall	• Town Council • Town Manager
Advertise Public Hearing on Budget	Week of May 21, 2018	• Town Clerk
Budget Workshop #4: Public Hearing on Budget Public Hearing on Water System Development Fees <i>(Special-Called Meeting)</i>	Monday, June 4, 2018 6:00pm Town Hall	• Town Council • Town Manager • Department Heads
Town Council’s Adoption of Budget / Ordinance <i>(Regular Town Council Meeting)</i>	June 18, 2018 7:00pm Town Hall	• Town Council • Town Manager • Town Clerk



Town of Weaverville, North Carolina

Town Manager's Report

Selena D. Coffey, MPA, ICMA-CM

April 2018

- 1. Strategic Plan Update:** I have drafted an outline for a Strategic Plan based on your input from the February retreat (attached). I will be holding a retreat with department heads to brainstorm appropriate action steps based on your input at the Fire Department training room on Thursday, April 19.
- 2. Arbor Day:** We are planning an Arbor Day celebration for Friday, April 27, 2018 at 11:00am. I am working on the program for the event and will update you as the plans evolve.
- 3. Active Shooter Training:** I have asked Chief Wyatt and his team to provide active shooter training and a drill for our staff at Town Hall. Once we see how this develops, this may be a training that I ask all departments to undergo.
- 4. Streets Maintenance & Improvement:** We anticipate that the next group of street improvements to begin at the end of April or early May. This will include Salem Road, Orchard Place and Salem Acres Road.
- 5. Update on Weaver Boulevard NCDOT Signage:** I have followed up with NCDOT regarding replacing the speed limit signs on the Boulevard. They have shared that they were tasked by the legislature to complete a major project in replacing signage last year, therefore they are behind, but our signage remains on the list for completion.
- 6. Realtor Appraisal of Former Bus Garage:** Per Town Council's direction at the last budget workshop, I have engaged a realtor, who will be getting in contact with me within the coming days to provide an appraisal of the former bus garage on Central Avenue.

Introduction

The Town of Weaverville is a community in rapid transition, with challenges and opportunities presented by our continued growth. To be successful as a governmental entity, we must respond strategically to the needs of our citizens in an ever-changing environment. Town Council wishes to take steps to meet these challenges by engaging in a planning process that provides a map for the upcoming years.

Some of the issues and many of the strategies from the earlier 2014 Strategic Plan have been brought forward and included within this Strategic Plan draft.

What is a Strategic Plan?

A strategic plan is an action-oriented set of strategies and action steps developed to accomplish a mission that is responsive to a dynamic, changing environment.

Typically, a county strategic plan:

- Identifies the Town's mission or purpose;
- Identifies the Town's issues, including strengths, weaknesses, opportunities, and threats;
- Develops a vision for the Town's future;
- Develops strategies designed to realize the shared vision;
- Formulates an action plan and timeline;
- Identifies persons or groups responsible for initiating the action(s); and
- Establishes methods to measure progress and success in achieving the desired outcomes.

Goals, Strategies, and Action Planning

In order to ensure that the critical issues are addressed, the Town has identified several goals. The goals are general ends toward which the Town intends to direct its efforts. Goals are broad statements of policy that are ambitious, clear, concise, and easily understood. The Town expects to be working towards meeting these goals over the next four years.

In order to make sure that we make progress toward meeting our goals, Town Council has

identified a number of strategies and action steps to keep us on track. Strategies describe *a plan* of attack – a description of the programs, approaches, and projects to be undertaken. Goals, strategies, and objectives are revisited and revised annually.

Identification of Strategic Issues

In February 2018, Town Council began its 2018-2020 Strategic Planning process with a retreat facilitated by the Executive Director of the Land of Sky Regional Council. The retreat began with the Mayor and each member of Town Council providing input to the following set questions:

How do you envision the “perfect” Weaverville in the short term? In the long term?

What are the Town’s challenges in achieving the aforementioned perfect scenario?

Based on the previous comments, what are the priorities?

Where do we go from here with the strategic planning process?

Development of the Strategic Plan

Goals

The theme of responses from question one resulted in the following goals for the 2018-2020 Strategic Plan:

1. To increase legislative outreach.
2. To improve regional collaboration.
3. To promote a successful downtown.
4. To maintain balance in land use planning efforts.
5. To provide town services to meet the needs of the community.

Objectives

The second question during the Town Council Retreat served as an opportunity for Council to voice input towards the development of goals. Some objectives, action steps, were also gleaned from this step in the planning process. Town Council directed the Town Manager to meet with Town staff to further develop achievable action steps to be presented for their final review, comment and approval.

[to be presented to Town Council at a later date]

PLANNING DOCUMENT