

TOWN OF WEAVERVILLE

REGULAR MEETING AGENDA

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

**August 20, 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. July 16, 2018 Town Council Regular Meeting Minutes
 - B. July 24, 2018 Special-Called Meeting Minutes
- 4. **Consent Agenda**
 - A. FY 2017-2018 Tax Collector’s Settlement Finance Director
 - B. Tax Release..... Finance Director
 - C. Budget Amendment: Re-appropriation from FY 2018-2019 Budget Finance Director
 - D. Road Closure Ordinances: North Buncombe Homecoming Parade & Art in Autumn Police Chief
 - E. Board Appointments: Planning & Zoning Board, Board of Adjustment & ABC Board Mayor Root
 - F. Waterline Acceptance/Authorization for Staff Level Approval – Bulls Bay, LLC – Central Avenue Subdivision Public Works Director
 - G. Re-Subdivision of Lot 55 of Reems Creek Village - Preliminary/Final Plat Approval Planning Director
 - H. Appointment to the French Broad River Metropolitan Planning Organization & Transportation Advisory Committee Mayor Root
- 5. **General Public Comments**
- 6. **Town Manager's Report** Town Manager
- 7. **Discussion & Action Items:**
 - A. Appointment of Tax Collector and Order for Collector for FY 2018-2019 Town Manager
 - B. Waterline Extension and Allocation Request – Hawthorne at Garrison Branch Public Works Director
 - C. Water System Capital Improvement Project Town Manager
 - D. Fire Department Quarterly Report Fire Chief
 - E. Police Department Quarterly Report Police Chief
- 8. **Closed Session** Mayor Root
 - A. N.C.G.S. §143-318.11(a)(3) To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege ...
 - B. N.C.G.S §143-318.11(a)(6) To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee ...
- 9. **Adjournment** Mayor Root



MINUTES

**TOWN OF WEAVERVILLE
STATE OF NORTH CAROLINA**

**TOWN COUNCIL REGULAR MEETING
MONDAY, JULY 16, 2018**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, July 16, 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, Councilwoman Dottie Sherrill, Councilman Doug Jackson, Councilman Jeffrey McKenna, 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 Supervisor Rick Harper and Water Treatment Plant Supervisor Trent Duncan.

1. Call to Order

Mayor Root called the meeting to order at 7:00 p.m.

2. Approval/Adjustments to the Agenda

Councilman Fitzsimmons asked to delete item 4E (Proposed Amendments to Personnel Policy: Article III Pay Plan) from the Consent Agenda for consideration at a future meeting.

Councilman Jackson made a motion to approve the agenda with the aforementioned revision. Councilman Nagle seconded and all voted in favor of the motion.

3. Approval of Minutes

Councilwoman Sherrill made the motion to approve the minutes from June 4, 2018 Special Called Meeting, June 18, 2018 Special Called Meeting and June 18, 2018 Town Council Regular Meeting as presented. Councilman Nagle seconded the motion and all voted in favor on the approval of the minutes.

4. Consent Agenda

Councilwoman Sherrill moved for the approval of the consent agenda. Councilman McKenna seconded the motion and all voted unanimously to approve all action requested in the consent agenda.

A. Monthly Tax Report – Information Only

B. Ratify Disposal of Surplus Property – Ratified Disposal of Surplus Property

C. Budget Amendment: Re-Appropriations from FY 2017-2018 – Approval of Budget Amendment

D. Adoption of Pay Plan & Position Classification Plan Pursuant to Approved FY 2018-2019 Budget – Adopted the Pay Plan and Position Classification Plan

5. General Public Comment – No Public Comments

6. Special Recognitions

Mayor Root, on behalf of Town Council, presented a plaque in special recognition to Shane Owenby of Piano Emporium for all his assistance and involvement in helping honor Memorial Day, Veterans Day, and Patriot Day at Lake Louise each year.

7. **Town Manager's Report**

Town Manager Selena Coffey presented her Manager's Report to Council that included bidding for the Concrete Repairs at the Water Treatment Plant have been completed and the Town received one bid from Carolina Specialties, Inc. for \$52,872; Council has a workshop coming up on July 24 at 6 pm in the Town Hall; As of July 16, the former bus garage will be publicly listed with Cindy Ward of Weaverville Realty; Citizens Academy Graduation will be Thursday, July 19 at 6pm and all are invited to attend; she has not received the Greenways Memorandum of Understanding (MOU) yet, but it should be forthcoming soon; she presented a sample firearms sign that would be posted in our Town parks for promoting safety in our parks while balancing firearm regulations; and lastly, the 4th of July event was a huge success, however, with new developments in the works near Lake Louise, the Town will not be able to have fireworks at the current location anymore. Town Manager Coffey asked Council about signing a contract for fireworks next year, since it is a timely manner, or if she should wait until they make a decision on if the Town can find another spot to shoot them off and have fireworks next year.

Mayor Root mentioned that he thought the Town made a mistake when it moved the fireworks from downtown to Lake Louise for financial reasons. However, the law is pretty clear on where you can and cannot have fireworks and we are now at a point where there is no more space available. Mayor Root said for geographical reason we can't do it anymore, but it might be an opportunity to enliven downtown Weaverville in the summer or even have other things to do for families on July 4th.

Council discussed other possible locations to hold the fireworks, directed the Town Manager to come back with some other suggestions as to how the Town might implement other activities for July 4th and advised not to sign the contract until it is determined if there is a place for them.

8. **Discussion and Action Items**

A. **Election of Vice Mayor**

Councilman Fitzsimmons nominated Councilman Jackson as Vice-Mayor. Councilwoman Sherrill seconded and all voted in favor of the selection. There were no other nominations.

B. **Water Treatment Plant Expansion Report & Recommendations**

Randy Hintz from Withers Ravenal discussed the four alternatives considered for the expansion of the Town of Weaverville's water system in the expansion report and recommended to Council that the Intake and Water Treatment Expansion be the preferred option. This option expands the Water Treatment Plant capacity from 1.5 MGD to 3.0 MGD and doesn't require additional permitting from the state, since the allowable withdrawal for the Town of Weaverville is 4.0 MGD. NCDEQ has confirmed this allowable withdrawal and even provided documentation confirming the prior approvals. Mr. Hintz noted that this takes care of the first part in the expansion report, the need for additional capacity, but the second part of the expansion will be to extend another waterline into town to increase water supply. There were three alternatives developed for the waterline extension in the expansion report, and the chosen alternative was to extend a 12 inch line along Clarks Chapel Road until it gets to Ollie Weaver Road, then down the road to tie in to the existing waterline. This line will help support the water supply to the west of I-40, which is currently served by one 6 inch line that goes under I-40. The total cost of the whole project, which includes an inflation factor of 25%, is estimated to be around \$9.6 million. This breaks down to about \$3.0 million for the waterline extension and \$6.6 million for the water treatment plant expansion. The expansion report is attached.

Dennie Martin from WR-Martin covered the financial aspects of the project with Town Council, which consisted of three pieces: a revised Capital Improvements Plan, a summary of the existing Water Fund debt, and a Water Fund financial analysis. With the Capital Improvements Plan being five years old, WR-Martin updated it and substituted a block of other projects that were proposed for the WTP, with the two projects discussed by Mr. Hintz. Mr. Martin and staff recommend that the project be completed in two phases and to do the distribution improvements as the initial application, assuming that the Town will pursue a USDA loan or potentially a grant

because of terms that are more favored to this project. The terms could be a 38 year amortization period, instead of a maximum of 20 years. Mr. Martin feels the distribution system improvements can be done in the first USDA initiative and follow with the WTP improvements over the next year. This allows the Town to have a two year separation in the debt service payments, since a summary of the existing Water Fund debt shows that the Town still has 11 years of debt payments on the old water treatment loan. So the closer the Town can get to having this behind them the better off they are because the last six years would involve double payments. The Water Fund financial analysis is a cash flow analysis that reflects the new audit years and projects revenues from the Enterprise fund over the next ten years based on the numbers from the budget this year. It also reflects the operating and capital expenditures calculated over the same period. The new debt shown for capital outlay includes payments from the USDA loans for the four projects. WR-Martin is trying to avoid three consecutive years of negative net income, so they don't raise any flags in Raleigh. They are doing this by keeping the fund balance around 100%, but it could drop below this towards the end. Plus, they included water rate increases and new customers established to the revenue. Mr. Martin mentioned this is just a preliminary draft and the numbers could change, but it is a great starting point to deciding if we should go ahead with the project.

Council discussed their concerns with the water rates increasing by 14.5% in the first 3 years, the Capital Improvements Plan totaling \$15.77 million, and if the Ivy River would be able to keep supplying this demand for a long period of time.

Mr. Martin mentioned that if Council doesn't want to increase the water rates, there are other options like paying more from fund balance or delaying some of the other WTP projects. Also, these other distribution projects are the reason for the CIP being higher than expected.

Town Manager Selena Coffey mentioned that she really appreciates WR-Martin helping us through this USDA process and making it so that it is more favorable to our customer through the two phases.

C. Code Amendments – Chapter 9, Nuisances

Town Attorney Jennifer Jackson discussed that staff has begun work on reviewing the regulation of nuisances as contained in Chapter 9 of the Town's code and would like to begin discussion with Town Council, so they can give some direction on potential amendments to the regulation of nuisances, including abandoned and junked motor vehicles. She mentioned that the Town has in their ordinance the authority to remove these abandoned and junked vehicles from public streets, public property and private property with the request by the property owner by NCGS 160A-303. However, the ordinance doesn't include NCGS 160A-303.2, which allows for the Town to remove from private property without the consent of the owner. This allows for the Town to remove under health and safety hazards.

Council discussed if this was becoming an issue in the Town and would they like to be acting like a home owner's association.

Town Manager Selena Coffey mentioned that she has dealt with this before in a previous position and what they did was have an incentive where the Town would come remove the property. The Town has not budgeted for this but it is another possibility.

Town Attorney Jennifer Jackson also mentioned that the General Nuisances under Article 2 target Public Health Nuisances, but the Town has the ability to broaden this to more aesthetic issues. However, this does get more complicated to abate under the General Nuisances authority. These abatements typically require court orders, whereas the public health nuisances allow the Town to abate assuming they are following their own ordinances.

Council directed Town Attorney to limit the General Nuisances ordinance to more a health and safety issues.

D. Planning Quarterly Report

Town Planner James Eller presented the Planning Departments Quarterly Report and noted that 33 Zoning Permits and 3 Sign Permits have been issued during this period. The report is attached below.

E. Finance Quarterly Report

Finance Officer Tonya Dozier mentioned that the financial statements are currently under audit and are not available for review yet. The auditor was in house on July 12, 2018 to begin work on the audit, which is August 6 – August 10.

F. Closed Session

Councilman Nagle made the motion to enter closed session as per N.C. Gen. Stat. § 143-318.11(a)(3) to consult with an attorney and § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, of conditions of employment of a public officer or employee, or to hear or investigate a complaint, charge or grievance .Councilwoman Sherrill seconded the motion and by a unanimous vote Council entered into closed session.

[CLOSED SESSION]

Councilman Jackson made the motion to exit closed session. Councilman Nagle seconded and all voted unanimously to exit closed session and re-enter open session.

Upon return to Open Session, Council discussed proposed amendments to Article III Pay Plan of the Personnel Policy, which had been previously removed from the Consent Agenda. Holiday bonuses were discussed and Council directed the Town Manager to come up with alternatives that move away from longevity being the basis for the amount of holiday bonus provided.

Town Council will consider appointments and reappointments on the Zoning Board of Adjustments at their August meeting.

G. Adjournment

Councilman Jackson made the motion to adjourn; Councilman Nagle seconded and all voted to adjourn the Council’s meeting at 9.15 p.m.

DEREK K. HUNINGHAKE, Town Clerk



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Tuesday, July 24, 2018**

The Town Council for the Town of Weaverville met for a special called meeting on Tuesday, July 24, 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 Doug Jackson, Councilman Jeffrey McKenna, Councilwoman Dottie Sherrill, Councilman Andrew Nagle and Councilman Patrick Fitzsimmons.

Staff present was: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Water Treatment Plant Supervisor Trent Duncan and Public Works Director Dale Pennell.

1. Call to Order

Mayor Root called the meeting to order at 6:02 p.m.

2. Sale of Old Bus Garage

Town Manager Selena Coffey informed Town Council that we have received an offer for the former bus garage for \$350,000, along with a deposit of \$17,500. The bus garage is listed for \$550,000.

Town Attorney Jennifer Jackson mentioned that with Council proceeding under NCGS 160A-269, when the Town receives an offer, we advertise it and have an upset bid period. So the next steps for getting the upset bid period started are Town Council would propose to accept the offer, advertise the offer and then there are 10 days from the publication date to submit sealed qualifying bids to the Town Clerk. Once the 10 day period is up, the Town Clerk will open the sealed bids and advertised the new highest bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time Council may accept the offer and sell the property to the highest bidder or reject all offers.

Town Council had discussions about the offer being low compared to the listing price and that it had only been on the market for about a month. However, if they propose to accept the offer then it will get the ball rolling and allow the upset bid period to start, so that more qualifying bids can be submitted. Council always has the final option at the end to reject or accept the offer.

Councilman Jackson made a motion to propose to accept the offer received with a cash price of \$350,000, direct that a notice of said offer be published as set forth in NCGS 160A-269, and direct the town clerk to re-advertise any qualifying upset bids received until 10-day upset bid period elapses without any new bids being received, at which time Town Council will consider acceptance of the offer and sale to the highest bidder. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries on 5-0 vote.

3. Water Treatment Plant Expansion

Mayor Root noted that Council and staff have been reviewing the best options for expansion of the Water Treatment Plant for a long time and he agrees with Dennie Martin from WR-Martin, that the plant expansion is the most desirable approach. Mayor Root also believes a good case was made for proceeding in two phases and to move ahead with directing staff to pursue the USDA grant/loan application.

Council discussed the possible interest rates on the USDA loan, if they would have to place assets as collateral during the loan process and if they were locked in to the USDA loan once it was submitted.

Alice Briggs, Grant Manager for WR-Martin, mentioned that she would be working with the Town on putting the application together if they choose that option. USDA adjusts their rates every quarter and the current quarter rate through September 30 is 3.875%. These rates could increase after this quarter, but the rates are locked in once the application is received.

Steven Miller, Financial Strategist for WR-Martin, mentioned that initially during the construction period the Town would have an interim bank loan with the assets being pledged as collateral for the bank. Once the construction is complete, the bank loan is paid off by USDA and the debt is converted to revenue bonds secured only by the anticipated revenue within the public enterprise fund.

Town Manager Selena Coffey noted that this would be a USDA loan, instead of a grant since the Town wouldn't qualify for the grant because of their median household income. However, a positive about the USDA loan is it can extend for 40 years, as opposed to a traditional bank loan that goes for only 15 or 20 years. Also, the Town can pay it off early without penalties. Town Manager Coffey reminded Council that right now the USDA funds are available, but we don't know going forward with the new federal budget whether the program will continue to be funded.

Town Attorney Jennifer Jackson mentioned that once the application is submitted, Council can always decide to go another route without being locked in to the USDA loan.

Council determined that with a critical date of October 1, 2018, they need to hurry to get the USDA application in before interest rates increase and to make sure that there are still funds available in the budget before the new federal fiscal year begins.

Councilman Jackson made a motion to authorize staff, with the assistance of WR-Martin, to proceed with preparing a USDA grant/loan application for the line extension project following the Ollie Weaver route for anticipated submission by the October 1, 2018, USDA application deadline. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.

4. Adjournment

Councilman Nagle made the motion to adjourn; Councilman McKenna seconded and all voted to adjourn the Council's meeting at 6:30 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018
SUBJECT: Tax Collector's Settlement – Fiscal Year 2017-2018
PRESENTER: Finance Director
ATTACHMENTS: Year End Tax Report for FY 2017-2018
Listing of Delinquent Taxpayers
Resolution Approving the Tax Collector's Settlement for FY 2017-2018

DESCRIPTION/SUMMARY OF REQUEST:

It is time for the Tax Collector, Debbie Bruce, to provide her statutorily required settlement for the FY 2017-2018 tax year. It should be noted that the Tax Collector's collection percentage for FY 2017-2018 is 99.86%.

COUNCIL ACTION REQUESTED:

Approval of the Tax Collector's Settlement for FY 2017-2018 taxes:

I move that Town Council approve the Resolution Approving the Tax Collector's Settlement for Fiscal Year 2017-2018.

**Town of Weaverville
YEAR END TAX REPORT
FY 2017-18**

	AS OF 6/30/2018
Real Property:	718,048,829
Real Property Discoveries:	4,382,100
Total Real Property:	722,430,929
Personal:	68,272,808
Personal Discoveries:	25,284
Total Personal:	68,298,092
Public Utilities:	5,147,971
Exemption:	(9,394,737)
Releases:	(1,465,263)
Total Tax Value	785,016,992
 Tax Levy @.38 cents per \$100	
Real Property:	2,745,238
Personal Property:	259,533
Public Utilities:	19,562
Less Under \$5 Adjustment	(61)
Total Public Utilities:	19,501
Exemption:	(35,700)
Releases:	(5,568)
Total Levy (Total Billed)	2,983,004
 Total Current Year Collections	 2,978,700
% Collected	99.86%
 Total Left to be Collected:	 4,304
 Prior Years Paid	 5,624

FY 2017-2018

TOWN OF WEAVERVILLE

UNPAID BALANCE REPORT BY NAME
TAX YEARS 2010 TO 2017

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
TAX YEAR: 2010							
BALLEW, TONY REED	3055	9732860344	128.49				128.49
BELL GREGORY JAMES	2529	20108241375M001		22.34			22.34
LOVELACE KENNETH P	2540	9732700078	1,158.26				1,158.26
MACE MARANNE M	2542	120513		39.05			39.05
UNKNOWN OWNER	3001	120913		183.08			183.08
			<u>1,286.75</u>	<u>244.47</u>			<u>1,531.22</u>
TAX YEAR: 2011							
BALLEW, TONY REED	954	9732860344	112.68				112.68
BARBER, LYDIA	1124	8236360		113.67			113.67
GLOBAL CLAIMS SPECIALISTS	2545	20118155291M001		77.96			77.96
MCDOWELL, LESTER DAVID	2700	20118250453M001		119.75			119.75
POPPYS KITCHEN LLC	2555	2011811064M001		155.96			155.96
RHODARMER, ALAN W &	2556	20118152868M001		41.57			41.57
THE CARTER COMPANY INC	2560	20118129899M001		173.29			173.29
UNKNOWN OWNER	1307	974228404600000	204.71				204.71
WHEELER, MARIAN	2266	973270507900000	1,203.27				1,203.27
			<u>1,520.66</u>	<u>682.20</u>			<u>2,202.86</u>
TAX YEAR: 2012							
ADVERTISING STRATEGIES	2605	20128218793M001		15.48			15.48
AVANT GARDEN	2608	20128167109M001		18.95			18.95

TOWN OF WEAVERVILLE
UNPAID BALANCE REPORT BY NAME
TAX YEARS 2010 TO 2017

FY 2017-2018

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
BALLEW, TONY REED	244	9732860344	94.87				94.87
BARBER, LYDIA	1618	8236360		90.07			90.07
CAROLINA CREEK	2613	20128233848M001		61.28			61.28
DAVIS HEIRS, JULIA M.	1072	974228404600000	172.42				172.42
GLOBAL CLAIMS SPECIALISTS	2617	20128155291M001		65.64			65.64
LEDFORD, BILL R	2621	20128086120M001		327.94			327.94
MEECE, JOSHUA HEATH	1401	8181636		87.55			87.55
POPPY'S KITCHEN LLC	2630	20128110964M001		131.30			131.30
TAX YEAR: 2012			267.29	798.21			1,065.50

TAX YEAR: 2013

ADAMS MICHAEL F	2525	9731786327	51.29				51.29
ADVERTISING STRATEGIES	2526	20138218793M001		12.11			12.11
B-LAND 35 LLC	2527	9752288050	260.73				260.73
BALLEW TONY REED	2528	9732860344	81.86				81.86
BYERS THOMAS W	2530	9742243590	9.11				9.11
FEDERAL NATIONAL	2533	9731784745	53.75				53.75
FISHER KATIE	2534	9742268179	8.88				8.88
KEERAN JOHN D	2535	974237052600000	9.17				9.17
LAND JON R	2536	9742483575	19.56				19.56
LEDFORD BILL R	2538	92313		1.54			1.54
LEVI LINDA CANNON	2539	9732985972	41.81				41.81
MACDONALD ALAN LOUIS	2541	092313		16.43			16.43

TOWN OF WEAVERVILLE
 UNPAID BALANCE REPORT BY NAME
 TAX YEARS 2010 TO 2017

FY 2017-2018

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
MEECE JOSHUA HEATH	2543	0092313		69.10			69.10
NORLAND MARK W	2545	9742253900	9.39				9.39
NORTHERN LEASING SYSTEMS	2546	923132		0.10			0.10
POPPYS KITCHEN	2549	002496-13-p		121.24			121.24
RIDDLE, CLAYTON	2550	1212135		7.55			7.55
TAX YEAR: 2013			545.55	228.07			773.62
TAX YEAR: 2014							
ALEMAN, VINICIO PINEDO	831	973291567300000	0.05				0.05
AMERIGAS PROPANE LP DBA	2347	P794892		0.10			0.10
ARROYO, FRANCISCO	1854	974217921900000	3.54				3.54
ATHENS RESTAURANT LLC	2316	P796193		3.36			3.36
AVANT GARDEN INC.	2735	8006072014		7.85			7.85
B-LAND 35 LLC	2089	975228805000000	250.23				250.23
BAGWELL, NELL	1670	974217157900000	6.30				6.30
BALLEW, TONY REED	372	973286034400000	78.56				78.56
COATES, THOMAS EARL	300	974208979100000	0.11				0.11
COLE, JOEL STEPHEN	514	974219015200000	4.39				4.39
ELIZABETH H SEARLE DBA	2408	P800125		0.25			0.25
FAUSTMANN, RICHARD	2077	975330426900000	0.02				0.02
GOTHARD, DORIS C	613	973270071500000	0.01				0.01
GTECH CORPORATION	2450	P794662		0.52			0.52
HMVHN-3VHM LLC	1461	973279635800000	0.32				0.32

TOWN OF WEAVERVILLE
 UNPAID BALANCE REPORT BY NAME
 TAX YEARS 2010 TO 2017

FY 2017-2018

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC.NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
HOYLE, ROBERT A	2290	P753263		32.71			32.71
HUDSON, JOHN E III	770	973270986600000	0.14				0.14
ISABEL M COLE (LE)	1256	974333579900000	3.95				3.95
JERRY B HOLLADAY ET AL	609	973179812300000	2.86				2.86
JOHNSON, BRIAN	1863	974228601300000	1.27				1.27
JOHNSON, SUSAN	2254	973296158800000	0.24				0.24
K C B CONSTRUCTION CO INC	2349	P793872		3.76			3.76
KINGSTON, REBECCA	2042	975205745000000	4.54				4.54
M G B & ASSOCIATES	2738	7945722014		2.36			2.36
MACDONALD, ALAN LOUIS	2285	P690900		15.00			15.00
NELLENE S WEST REVOCABLE	1687	974227422600000	1.15				1.15
NICHOLSON, DONALD P	1810	974225608300000	53.90				53.90
OSHIMA, RIKI	1546	975215365900000	6.98				6.98
PATRICK, JOHN	1547	975259585100000	5.52				5.52
PATRICK, JOHN	1548	975259147700000	8.08				8.08
PAYNE, ROBERT ALAN	932	974219620400000	0.29				0.29
ROBERT MITCHELL DBA ART	2466	P801047		0.48			0.48
SWICEGOOD, J CARR JR	493	974229620000000	2.18				2.18
WABASHA LEASING LLC	2418	P793968		0.30			0.30
WEAVERVILLE PUB LLC DBA	2415	P797538		2,377.72			2,377.72
TAX YEAR: 2014			434.63	2,444.41			2,879.04

TAX YEAR: 2015

TOWN OF WEAVERVILLE
 UNPAID BALANCE REPORT BY NAME
 TAX YEARS 2010 TO 2017

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
AVANT GARDEN INC	2550	P800607		7.81			7.81
BARBARA L WEIKEL	1223	974279699300000	0.55				0.55
BRINSON, FRED E	336	973286831600000	0.06				0.06
CLINEDINST, NANCY LOU	1163	974223466400000	0.36				0.36
COLTUN, EILEEN J	1863	974229008000000	1.33				1.33
COLTUN, EILEEN J	1864	974228180600000	1.29				1.29
COLTUN, EILEEN J	1865	974228082500000	9.45				9.45
EDWARDS, GREGORY J	111	974224321900000	0.02				0.02
GREINER, BYRON	2165	973260624900000	0.07				0.07
ISABEL M COLE (LE)	1237	974333579900000	3.89				3.89
JAMES G VAN STORY	196	974228452600000	13.78				13.78
JEBSEN, MICHAEL A	1696	975229306300000	0.19				0.19
MANNER, JANE S	1277	973260518000000	0.06				0.06
MCFARLAND, ANNE L	1422	974207426800000	0.02				0.02
MEREDITH O MCLAUGHLIN	652	973296778000000	0.51				0.51
PRICE, VINSON	228	974209068700000	0.01				0.01
ROGERS, TERRY L	604	973169465600000	0.20				0.20
RS CONSTRUCTION OF	1747	975268170100000	0.43				0.43
SNYDER, MICHAEL JOSEPH	4005	30166042		222.49			222.49
VELTMAN, STEPHEN P	1506	973286596000000	0.99				0.99
WESSELMAN, JOSEPH C	1427	975238458300000	2.74				2.74
WISE, LEONARD G	2222	975228125400000	0.62				0.62

TOWN OF WEAVERVILLE

UNPAID BALANCE REPORT BY NAME
TAX YEARS 2010 TO 2017

<u>NAME</u>	<u>RECNO</u>	<u>MAPNUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
YANCEY, ZAK	1132	973179798300000	40.97				40.97
YOUR STAFF PLUS INC	2362	P798735		0.09			0.09
TAX YEAR: 2015			77.54	230.39			307.93
TAX YEAR: 2016							
ALLEN, JONATHAN ROB	5776	974331877900000	0.06				0.06
AMSCHLER, MATTHEW	7072	973261930100000	0.31				0.31
ANDERSON, PHILIP ERIC	6406	973271602400000	5.52				5.52
AVANT GARDEN INC	5283	P800607		0.05			0.05
BAGWELL, NELL	6057	974217157900000	2.26				2.26
BALCRANK PRODUCTS INC	5675	974233263700000	6.31				6.31
BALCRANK PRODUCTS INC	6204	974224916700000	97.24				97.24
BEASLEY, ROGER WAYNE	5388	P758771		25.35			25.35
BUJSMAN, LORENE GORDON	6872	975249644300000	0.57				0.57
BURNETTE, JANET C	6480	974320643100000	0.88				0.88
CHERRIE G KNIGHT LIVING	6352	975215145500000	0.12				0.12
CODY, EDWARD D	6106	974224216500000	4.32				4.32
COGDILL, GEORGE L	7350	973296297800000	0.03				0.03
DABOOSH, PATRICIA	7626	973286945200000	0.61				0.61
DEITZ, MABEL	5789	974228254700000	0.04				0.04
EFLAND, JULIA MCDANIEL	5981	974216648000000	0.57				0.57
ELIZABETH H SEARLE DBA	5316	P800125		0.15			0.15
HIGGINS, MARY RUTH RICE	6651	974216995600000	1.53				1.53

TOWN OF WEAVERVILLE
 UNPAID BALANCE REPORT BY NAME
 TAX YEARS 2010 TO 2017

FY 2017-2018

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>	
HUGHES, MEGAN LEIGH	6531	975215139300000	0.50				0.50	
ISABEL M COLE (LE)	5539	974333579900000	3.72				3.72	
JAMISON, JANET R	6313	974218263900000	0.04				0.04	
MARSHALL, ELAINE E	7036	975239449800000	0.02				0.02	
MUZAK LLC	5435	P3020650		0.29			0.29	
MYERS, LAURA	7686	973260478100000	0.22				0.22	
NELMS (LE), HERBERT RAY	6041	974224987100000	0.50				0.50	
PARKER, NANCY RUSSELL	6418	973260875400000	0.01				0.01	
PATTON, CAMERON	5731	974330529100000	11.90				11.90	
REED, BRIAN K	6785	974213482000000	153.91				153.91	
SMITH, HARVEY J	7343	974350348200000	0.24				0.24	
SNYDER, MICHAEL JOSEPH	5226	P3016604		197.64			197.64	
SWICEGOOD, J CARR JR	6089	974229692000000	0.83				0.83	
THE COTTAGE DOOR INC	5352	P3016192		12.47			12.47	
THE SQWEEELIN' PIG	5315	P3004275		29.10			29.10	
TOMMY & NICK PARTNERSHIP	5237	P3020769		1.24			1.24	
TRAVIS, JUSTIN	5514	975238736000000	2.99				2.99	
WIDENHOUSE, OLIVER CRAIG	6963	974228800300000	0.13				0.13	
YANCEY, ZAK	7076	973179798300000	0.26				0.26	
YOUR STAFF PLUS INC	5212	P798735		0.07			0.07	
TAX YEAR: 2016			295.64	266.36				
TAX YEAR: 2017								562.00

TAX YEAR: 2017

TOWN OF WEAVERVILLE

UNPAID BALANCE REPORT BY NAME
TAX YEARS 2010 TO 2017

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
122 KYFIELDS LLC	2208	973286962800000	0.24				0.24
515 MANAGEMENT COMPANY	303	P800903		0.16			0.16
ANGEL, JERALD D	1145	974224229300000	13.80				13.80
AVANT GARDEN INC	358	P800607		5.88			5.88
BILL R LEDFORD DBA LE TAN	268	P796041		76.74			76.74
BREWER, FRANKLIN R	988	974321232400000	111.99				111.99
BREWER, FRANKLIN R	2494	974321036600000	485.82				485.82
BROWN, EDITH M	2177	973295428200000	0.08				0.08
CLAIRE B RECTOR (LE)	770	974330098100000	0.83				0.83
COLLINS, SARA	745	973271300700000	0.11				0.11
DAUBS, JAMES	2068	975229575300000	1.13				1.13
EDWARDS, BERNIE D	2268	974209661800000	0.01				0.01
ELIZABETH H SEARLE DBA	319	P800125		0.16			0.16
FOGAL, CAROLE JEAN HOLEY	2537	973270099000000	6.07				6.07
GRIFFIN, JOY LEIGH	179	P3020446		47.88			47.88
GULF EQUITIES LLC	2289	974216435600000	498.74				498.74
JOHNSON, CATHERINE JANE	2126	974320665300000	6.82				6.82
LAKESIDE MEADOWS	2454	974215341600000	0.42				0.42
LECHNER, FRED P	1471	973261713200000	0.06				0.06
LEVI, LINDA CANNON	1850	973298597200000	0.29				0.29
MEADOWS, JULIE	427	973270722300000	668.32				668.32
MICHAEL D METCALF DBA	334	P799280		591.46			591.46

FY 2018-2019

TOWN OF WEAVERVILLE
UNPAID BALANCE REPORT BY NAME
TAX YEARS 2010 TO 2017

UNPAID AS OF 06/30/2018

<u>NAME</u>	<u>REC NO</u>	<u>MAP NUMBER/ID</u>	<u>REAL</u>	<u>PERSONAL</u>	<u>MERCHANT</u>	<u>UTILITIES</u>	<u>TOTAL</u>
MILLICAN, JERRY W	2157	973169976500000	7.87				7.87
NEW HOMESTEAD	2302	973273957000000	0.02				0.02
OGLE, DEBRA LEE	1476	975228113000000	17.25				17.25
OTTOFY, LAD EDWARD	2643	974216711300000	0.04				0.04
PHILLIPS, ROBERT	2502	973297237200000	695.02				695.02
REWAK, JOHN	2561	974299080900000	0.14				0.14
ROBERTS, TONY F	1589	973178706900000	0.07				0.07
SAVVIS INC.	2714	2714		14.75			14.75
SNYDER, MICHAEL JOSEPH	113	P3016604		156.03			156.03
SONOPRESS INC	897	973390290600000	0.01				0.01
THE COTTAGE DOOR INC	278	P3016192		8.28			8.28
THE SQWEELIN' PIG	271	P3004275		16.12			16.12
WALDROP, TERRY ALLEN	1450	974215976100000	0.81				0.81
WEAVER, PEARCE ROBERTS JR	1010	973296494200000	0.05				0.05
WYCKOFF, DONALD	531	975208427300000	31.09				31.09
YOUR STAFF PLUS INC	130	P798735		11.85			11.85
TAX YEAR: 2017			2,547.10	929.31			3,476.41
GRAND TOTAL:			6,975.16	5,823.42			12,798.58

I, WHILE ACTING AS THE TAX COLLECTOR FOR THE TOWN OF WEAVERVILLE, MADE DILIGENT EFFORTS TO COLLECT THE TAXES DUE FROM PEOPLE LISTED ABOVE OUT OF THEIR PERSONAL PROPERTY AND BY OTHER MEANS AVAILABLE TO ME AS TAX COLLECTOR INCLUDING LEVY AND GARNISHMENT.

Debrah Bruce
DEBORAH BRUCE, TAX COLLECTOR

SWORN TO AND SUBSCRIBED BEFORE ME ON 8/13/2018

[Signature]
NOTARY PUBLIC



**RESOLUTION APPROVING THE SETTLEMENT OF THE TAX COLLECTOR
FOR THE 2017-2018 TAX YEAR**

WHEREAS, NCGS § 105-352 requires that settlement be made with the Tax Collector for the taxes charged to the Tax Collector in the previous tax year prior to delivery of the tax receipts to the Tax Collector for the current tax year, said settlement being conducted in accordance with NCGS § 105-373; and

WHEREAS, NCGS 105-373 requires that settlement be made for both taxes charged to the Tax Collector in the previous tax year, and for all delinquent taxes charged to the Tax Collector, there being a specified format for current year settlements, but not delinquent taxes; and

WHEREAS, the Weaverville Town Council has received a proposed settlement for the 2017-2018 tax year taxes, and all delinquent taxes charged to the Tax Collector for prior tax years;

Now, therefore, **BE IT RESOLVED** as follows:

1. The Settlement for the 2017-2018 taxes charged to the Tax Collector is hereby approved. The Board finds:
 - a. All prepayments received by the Tax Collector were properly deposited;
 - b. The settlement is in proper form; and
 - c. A diligent effort was made to collect from the persons who were legally obligated to pay their taxes for the 2017-2018 fiscal year.
2. The Settlement for the delinquent taxes charged to the Tax Collector for the previous fiscal years is hereby approved. The Town Council finds that the settlement for the delinquent taxes is in an appropriate form.

THIS the 20th day of August, 2018.

TOWN OF WEAVERVILLE

Allan P. Root, Mayor

ATTESTED BY:

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018
SUBJECT: Tax Release
PRESENTER: Finance Officer
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve a tax release for the 2010 tax bill on property owned by Kenneth P. Lovelace at 5 Marlwood Court which bears Buncombe County PIN 9732-70-0078. The requested release is for \$164,501 in value and \$896.51 from the 2010 tax levy. This bill was a duplicate bill and those taxes have already been paid.

TOWN COUNCIL ACTION:

Town Council is requested to approved the above-described release. This action could be in the form of the following motion:

I move to approve the release of the duplicate valuation of \$164,501 on the Kenneth P Lovelace property identified as PIN 9732-70-0078 for 2010, so that \$896.51 can be released from the 2010 levy

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 20, 2018
Subject: Budget Amendment - Re-appropriations from FY18
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description:

The 2017-2018 Budget contained several items that were received and/or budgeted in Fiscal Year 2017-2018, but need to carryforward to Fiscal Year 2018-2019. These amounts reverted to General Fund Balance at 6/30/18, and must be re-appropriated in order to be spent in the current Fiscal Year.

Town Council is asked to approve a budget amendment to add the following expenditure items to the 2018-2019 Budget:

Police Department

010-430-431-25000 (Vehicle Supplies) \$1,149.93
010-430-431-50100 (Small Equipment) \$7,002.08
010-430-431-26450 (ABC Law Enforcement) \$3,595.49
010-430-431-26400 (Alcohol Ed & Prevention) \$1,392.48

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment
Town of Weaverville**

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-25000	Police - Vehicle Supplies	\$1,149.93
010-430-431-50100	Police - Small Equipment	\$7,002.08
010-430-431-26450	Police - ABC Law Enforcement	\$3,595.49
010-430-431-26400	Police - Alcohol Ed & Prevention	\$1,392.48

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-310-09900	Appropriated Fund Balance	\$8,152.01
010-004-300-06050	ABC Store - Police Dept.	\$3,595.49
010-004-300-06045	ABC Store - Alcohol Education	\$1,392.48

Justification: Please provide a brief justification for this budget amendment.

Re-appropriations from FY18 Budget to FY19 Budget.

_____ Authorized by Finance Officer	_____ Date
_____ Authorized by Town Manager	_____ Date
_____ Authorized by Town Council (if applicable)	_____ Date

Budget Ordinance Section 7:

- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
- C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
- D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
- E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 20, 2018
Subject: Road Closure Ordinances
Presenter: Selena D. Coffey, Town Manager
Attachments: Road Closure Ordinances

- North Buncombe High School Parade
- Art in Autumn

Description:

Attached please find the Ordinances for the road closures for each respective event.

Council Action Requested:

The Town Manager recommends approval of all three ordinances.

Suggested Motion:

I move to approve the road closure ordinances for the North Buncombe High School Parade and Art in Autumn.

Weaverville North Carolina

AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE NORTH BUNCOMBE HOMECOMING PARADE

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of supporting the annual North Buncombe Homecoming Parade, that benefits the Weaverville and the North Buncombe community; and

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of providing the North Buncombe Homecoming Parade for the pleasure of its citizens; and

WHEREAS, the Town Council of Weaverville acknowledges the North Buncombe Homecoming Parade celebration requires approximately one (1) hour to install signage, and also requires approximately one (1) hour for removing signage, litter, etc.

NO THEREFORE BE IT ORDAINED by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

North Buncombe Homecoming Parade

Date: September 28, 2018
Time: 4:00 pm until 5:30 pm
Road Closure: North Buncombe School Road
North Main Street
South Main Street

This ordinance to become effective when signs are erected giving notice of the road closures and detour routes, the implementation of adequate traffic control.

Adopted this 20th day of August, 2018

Allan P. Root, Mayor

Attest:

Town Clerk

Weaverville North Carolina

AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE Weaverville Art in Autumn Festival

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of supporting the annual Weaverville Art in Autumn Festival, that benefits the Weaverville and the North Buncombe community; and

WHEREAS, the Town Council of Weaverville acknowledges a long tradition of providing the Weaverville Art in Autumn Festival for the pleasure of its citizens; and

WHEREAS, the Town Council of Weaverville acknowledges the Weaverville Art in Autumn requires approximately two (2) hours to install signage, and also requires approximately one (1) hour for removing signage, litter, etc.

WHEREAS, The Town Council of Weaverville recognizes that the detour route will be appropriately marked with signage and personnel at various locations to ensure the motoring public travels safely and without unnecessary delay.

NO THEREFORE BE IT ORDAINED by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

Weaverville Art in Autumn

Date: September 15, 2018

Time: 5:00 am until 8:00 pm

Road Closure: The portion of Main Street between Church Street and Brown Street will be closed and all traffic safely detoured around this area.

This ordinance to become effective when signs are erected giving notice of the road closures and detour routes, the implementation of adequate traffic control.

Adopted this _____ day of _____, 2018

Allan P. Root, Mayor

Attest:

Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018
SUBJECT: Board Appointments
PRESENTER: Mayor Root
ATTACHMENTS: Proposed Rosters for Board of Adjustment, Planning and Zoning Board and ABC Board

DESCRIPTION/SUMMARY OF REQUEST:

There are terms that are expiring in September on the Planning and Zoning Board, Board of Adjustment and ABC Board. The Mayor recommends appointments and reappointments to these boards as reflected in the suggested motions below.

COUNCIL ACTION REQUESTED:

I move that Cynthia Wright be reappointed and Sylvia Valois be appointed as regular members of the Board of Adjustment to serve three-year terms beginning in September 2018.

I move that Gene Knoefel be appointed to serve as an alternate member on the Board of Adjustment for an unexpired term beginning September 2018 and expiring September 2019.

I move that Gary Burge and Catherine Cordell be reappointed and Steve Warren be appointed as regular members of the Planning and Zoning Board to serve two-year terms beginning in September 2018.

I move that John Chase be reappointed to serve as an alternate member on the Planning and Zoning Board to serve a two-year term beginning September 2018..

I move that Roney Hilliard be reappointed to the ABC Board to serve a three-year term beginning in September 2018 and that Rob Chason be designated as the ABC Board Chairman.

WEAVERVILLE ZONING BOARD OF ADJUSTMENT			
Regularly meets 2 nd Monday of the month at 7:00 pm in Town Hall Council Chambers			
NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (3 YEARS STAGGERED)
Paul Clauhs Regular Member	P.O. Box 483 74 Hamburg Drive Weaverville, NC 28787 768-6679 WeavervillePlumbing@hotmail.com	August 2016	September 2016 – 2019
John “Tycer” Lewis Regular Member	14 South College Street Weaverville, NC 28787 (cell) 279-4290 tycerrenovations@gmail.com	August 2017	September 2017 – 2020
Roger Parkin Regular Member	57 Church Street Weaverville, NC 28787 828-337-2868 rdplimey@gmail.com	August 2017	September 2017 – 2020
Cynthia Wright Regular Member	88 Hillcrest Drive Weaverville, NC 28787 658-1579; (cell)703-862-8428 wright.cindy2011@gmail.com	August 2018	September 2018 – 2021
Sylvia Valois Regular Member	42 Loftin Street Weaverville, NC 28787 504-717-0275 svalois2000@yahoo.com	August 2018	September 2018 - 2021
Bob Pace Alternate Member	116 Mountain Meadow Circle Weaverville, NC 28787 919-434-6938 ncstman@gmail.com	June 2018	June 2018 – September 2020
Gene Knoefel Alternate Member	10 Highland Pointe Drive Weaverville, NC 28787 828-645-8800 gknoefel@charter.net	August 2018	September 2018 –2019
James Eller Zoning Administrator	484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	828-442-1858 jjackson@weavervillenc.org		

WEAVERVILLE PLANNING AND ZONING BOARD			
Regularly meets 1 st Tuesday of the month at 6 pm in Council Chambers at Town Hall			
NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (2 YEARS)
Doug Theroux Chairman	73 Hillcrest Drive Weaverville, NC 28787 658-9477; (cell) 231-3568 dbtheroux93@gmail.com	August 2017	September 2017 - 2019
Peter Stanz Regular Member	49 Brown Street Weaverville, NC 28787 (cell) 828-768-4202 stanzbus@gmail.com	August 2017	September 2016 - 2019
Gary Burge Vice Chairman	3 High Bluff Drive Weaverville, NC 28787 (cell) 423-0150 garyburge@garyburge.com	August 2018	September 2018 - 2020
Catherine Cordell Regular Member	13 Hamburg Drive Weaverville, NC 28787 (cell) 776-7380 cat.cordell@live.com	August 2018	September 2018 - 2020
Steve Warren Regular Member	3 Duncannon Street Weaverville, NC 287887 704-682-5801/704-807-9899 warren.smw.steve@gmail.com	August 2018	September 2018 - 2020
John Chase Alternate Member	151 South Main Street Weaverville, NC 28787 (cell) 828-337-3366 jchase@medlockengr.com	August 2018	September 2018 - 2020
James Eller Town Planner	484-7002 jeller@weavervillenc.org		
Jennifer Jackson Town Attorney	828-442-1858 jjackson@weavervillenc.org		

**WEAVERVILLE
ALCOHOL BEVERAGE CONTROL (ABC) BOARD**

Quarterly – 10 am on First Wednesday in March, June, September and December in Small Conference Room at Town Hall; and as needed

NAME AND POSITION	CONTACT INFORMATION	DATE OF APPOINTMENT	TERM (3 YEARS)
Robert Chason Chairman	1 South College Street Weaverville, NC 28787 645-4191; (cell) 277-8510 homebrew7@charter.net	August 2017	September 2017 – 2020
Roney Hilliard	85 Alexander Road Weaverville, NC 28787 645-0522; (w) 776-2278 roneyhilliard@gmail.com	August 2018	September 2018 – 2021
Warren Alcorn	22 Perrion Avenue Weaverville, NC 28787 658-3510; 713-7634 alcornwd@msn.com	August 2016	September 2016 – 2019
Jennifer Jackson Attorney to the Board	828-442-1858 jjackson@weavervillenc.org		

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018

SUBJECT: Waterline Acceptance and Authorization for Staff Level Approval – Bulls Bay, LLC – Central Avenue

PRESENTER: Public Works Director

ATTACHMENTS: Approved Easement Plat

DESCRIPTION/SUMMARY OF REQUEST:

Bulls Bay, LLC, is in the process of developing the property formerly known as 44 Central Avenue into a 7 lot subdivision previously approved by Town Council on June 19, 2017. The water allocation of this subdivision was likewise approved by Town Council on April 17, 2017. The development of this subdivision included the installation of the water main extension that will allow all of the lots within this subdivision to be served and that water infrastructure has been completed and inspected and is ready to be accepted into the Town’s water system. A water easement plat is attached showing the lines and the easement area.

The Public Works Director is requesting that Town Council accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Public Works Director, Town Manager and Town Attorney. The Public Works Director also urges Town Council to set an improvement defects guaranty at \$1,500 to cover any defects that might be discovered within three years of our acceptance. The Town Attorney has been working with the owner to get the necessary easement documents in place pending Town Council approval.

Staff will be present at tonight’s meeting to answer any questions that Council might have regarding this matter before any action is considered.

ACTION REQUESTED:

Council action to adopt a motion to (1) accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and (2) set the improvement defects guaranty amount at \$1,500.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, August 20, 2018
Subject: Lot 55 Reems Creek Village Resubdivision
Presenter: Planning Director
Attachments: Recommendation of the Planning and Zoning Board; Lot 55 Reems Creek Village Resubdivision Application and Plat

Description:

On Tuesday, August 7 the Planning and Zoning Board reviewed the attached preliminary and final plat as required by ordinance and passed along a unanimous recommendation that said plat be approved by Town Council. Staff and the Planning Board are requesting Council to consider the plat as both preliminary and final due to the infrastructure to serve the proposed lots having previously been constructed.

Action Requested:

Staff is requesting the approval of the aforementioned resubdivision and has found in conjunction with the Planning and Zoning Board that the proposed subdivision is in accordance with the ordinances of the Town. The following is a suggested motion:

I move that we approve the preliminary and final plat of the resubdivision of Lot 55 of Reems Creek Village.



**Town of Weaverville
Planning and Zoning Board**

On Tuesday, August 7, 2018 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached preliminary and final plat proposing a resubdivision for the property commonly known as lot 55 within Reems Creek Village. Staff and the Planning Board are requesting Council to consider the plat as both preliminary and final due to the infrastructure to serve the proposed lots having previously been constructed.

It has been found that the proposed resubdivision would not conflict with the Town's Comprehensive Plan or Subdivision and Zoning Ordinances. The Planning and Zoning Board considers approval both reasonable and in the public interest.

Doug Theroux

**Doug Theroux
Chairman, Planning and Zoning Board**

MAJOR SUBDIVISION 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

Fee: \$300.00 + \$25.00 per lot

APPLICATION DATE: 10-17-16

OWNER NAME: Rabbit Ridge Properties LLC-

SUBDIVISION NAME: Reems Creek Village

PROPERTY ADDRESS: 109 Governor Thomson Terrace

PIN: 9742-96-7122-00000

DEED BOOK/PAGE: 3247/144

ORIGINAL TRACT SIZE (acres): 1.05

PROPOSED NUMBER OF LOTS: 2

SUBDIVISION TYPE: RESIDENTIAL COMMERCIAL INDUSTRIAL

OWNER/AGENT NAME: William Dorf
ADDRESS: 11 Rabbit Ridge Dr Weaverville NC 28787

PHONE NUMBER: 828-712-5566

REGISTERED SURVEYOR: Blackrock Surveying
ADDRESS: 157 S Lexington Ave Suite C Asheville NC 28801

PHONE NUMBER: 828-225-4341

REGISTERED ENGINEER:
ADDRESS:

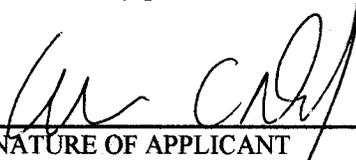
PHONE NUMBER:

Which utilities will serve the proposed development?:

PUBLIC SANITARY SEWER COMMUNITY SEWER SEPTIC TANKS ON EACH LOT
 PUBLIC WATER COMMUNITY WATER WELLS ON EACH LOT

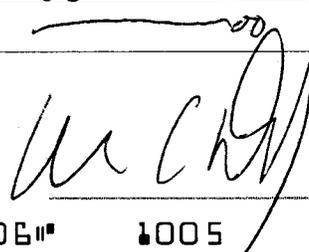
It is the applicant's responsibility to obtain a copy of the Town of Weaverville Subdivision Ordinance and Zoning Ordinance and to be fully aware of the regulations detailed therein.

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner. I understand that a copy of the recorded plat must be submitted to the Zoning Department prior to the issuance of any permits associated with this subdivision.


SIGNATURE OF APPLICANT

10-17-2016

DATE

FEE:	RABBIT RIDGE LLC 11 RABBIT RIDGE DR WEAVERVILLE, NC 28787	1005 67-219/539 404
PRELIMINARY PLAT AI	Pay to the Order of <u>Town of Weaverville</u>	Date <u>10/17/16</u>
<input type="checkbox"/> APPROVED WITH C	<u>Three Hundred Fifty</u>	\$ <u>350</u> ⁰⁰
	TD Bank America's Most Convenient Bank®	Dollars <input type="checkbox"/> Security Features Details on Back.
	For <u></u>	MP
	⑆053902197⑆ 4306780506⑆ 1005	34

MAJOR SUBDIVISION APPLICATION

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

Fee: \$300.00 + \$25.00 per lot

APPLICATION DATE: 7-23-18

OWNER NAME: Rabbit Ridge Properties LLC

SUBDIVISION NAME: Reems Creek Village

PROPERTY ADDRESS: 109 Governor Thomson Terrace

PIN: 9742-96-7122-00000

DEED BOOK/PAGE: 3247/144

ORIGINAL TRACT SIZE (acres): 1.05

PROPOSED NUMBER OF LOTS: 2

SUBDIVISION TYPE: RESIDENTIAL COMMERCIAL INDUSTRIAL

OWNER/AGENT NAME: Amit Dorf

PHONE NUMBER: 828-319-8286

ADDRESS: 122 Dorothy Lille Lane, Weaverville NC 28787

REGISTERED SURVEYOR: Blackrock Surveying

PHONE NUMBER: 828-225-4341

ADDRESS: 157 S Lexington Ave Suite C Asheville NC 28801

REGISTERED ENGINEER:

PHONE NUMBER:

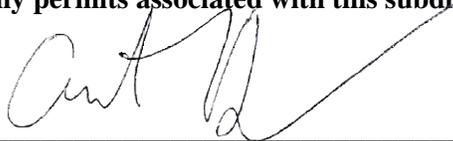
ADDRESS:

Which utilities will serve the proposed development?:

PUBLIC SANITARY SEWER COMMUNITY SEWER SEPTIC TANKS ON EACH LOT
 PUBLIC WATER COMMUNITY WATER WELLS ON EACH LOT

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Subdivision Ordinance and Zoning Ordinance and to be fully aware of the regulations detailed therein.

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner. I understand that a copy of the recorded plat must be submitted to the Zoning Department prior to the issuance of any permits associated with this subdivision.



7-23-18

SIGNATURE OF APPLICANT

DATE

OFFICE USE ONLY

FEE:

DATE PAID:

CHECK

CASH

PRELIMINARY PLAT APPROVAL DATE:

FINAL PLAT APPROVAL

DATE:

APPROVED WITH CONDITIONS:

I, ROBERT K. BRADY, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN DEED BOOK 3247, PAGE 144); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN ON THE FACE OF THIS PLAT; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10000+; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS

____ DAY OF FEBRUARY, A.D. 2017.

ROBERT K. BRADY, JR., PLS-3959

I, Robert K. Brady, Jr., certify that this map was drawn under my supervision from an actual GPS (or GNSS) survey made under my supervision and the following information was used to perform the survey:
 Class of survey: Class B
 Positional accuracy: 0.044
 Type of GPS (or GNSS) field procedure: OPUS-RS
 Date(s) of survey: 03/19/2014
 Datum/Epoch: NAD 83 (2011)(EPOCH2010.000)
 Published/fixed control: DE8230, DM6192, DJ9536
 Geoid model: GEOID12A
 Combined factor: 0.99980072
 Units: U.S. Foot
 Horizontal positions are referenced to NAD83(2011)

____ DAY OF FEBRUARY, A.D. 2017.

ROBERT K. BRADY, JR., PLS-3959

I HEREBY CERTIFY THAT THE SUBDIVISION PLAT SHOWN HEREON HAS BEEN FOUND TO COMPLY WITH THE SUBDIVISION REGULATIONS OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA AND THAT THIS PLAT HAS BEEN APPROVED BY THE TOWN COUNCIL OF WEAVERVILLE FOR RECORDING IN THE OFFICE OF THE REGISTER OF DEEDS OF BUNCOMBE COUNTY.

DATE _____ TOWN MANAGER _____

I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED WITHIN THE SUBDIVISION JURISDICTION OF THE TOWN OF WEAVERVILLE AND THAT I HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT. I FURTHER CERTIFY THAT THE SUBDIVISION COMPLIES WITH ALL PROVISIONS OF THE ORDINANCE OF THE TOWN OF WEAVERVILLE.

DATE _____ Rabbit Ridge Properties, LLC by William C. Dorf Member/Manager

STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

FILE FOR REGISTRATION ON THE _____ DAY OF _____

2017, AT _____ AND RECORDED IN

PLAT BOOK _____, PAGE _____

BY: _____ REGISTER OF DEEDS

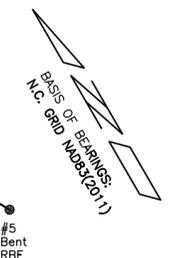
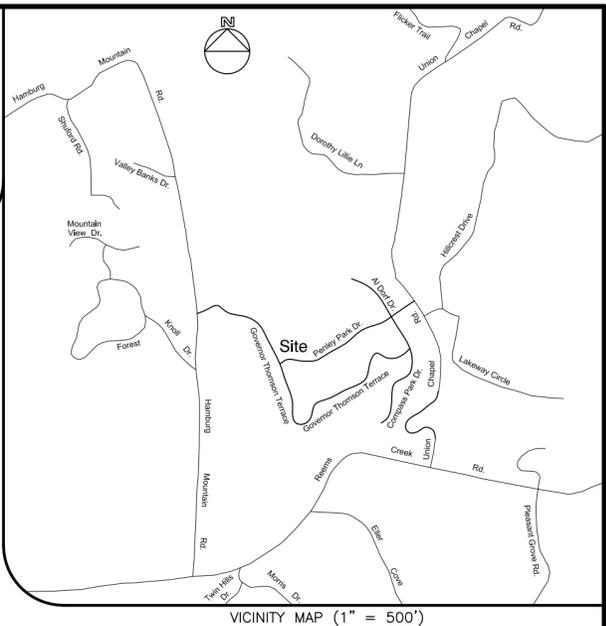
BY: _____ DEPUTY

REVIEW OFFICER STATE OF NORTH CAROLINA COUNTY OF BUNCOMBE

I, _____ REVIEW OFFICER OF BUNCOMBE COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: _____

REVIEW OFFICER'S SIGNATURE _____



3
Rabbit Ridge Properties, LLC
 D.B. 3247, Pg. 144
 P.B. 142, Pg. 102
 PIN 9742 96 6439
 R-2 Zoning

Lot 54
Rabbit Ridge Properties, LLC
 D.B. 3247, Pg. 144
 P.B. 110, Pg. 161
 PIN 9742 96 9105
 R-2 Zoning

Lot 55b
 0.523 Acres
 22,782 Sq.Ft.

Lot 55a
 0.525 Acres
 22,857 Sq.Ft.

Governor Thomson Terrace
 45' Private R/W per P.B. 110, Pg. 161

Penley Park Drive
 45' Private R/W per P.B. 110, Pg. 161

GENERAL NOTES:

- Property subject to all easements, rights-of-way and restrictions of record
- Lines not surveyed are shown as broken lines from information referenced on the face of this plat
- The area shown hereon was computed using the coordinate computation method
- Subject property is not located within a flood hazard area according to flood insurance community 370269, panel 9742, suffix J dated January 6, 2010
- Location of utilities, whether public or private, is based upon field location of visible appurtenances
- All distances are horizontal ground measured in US Feet
- This plat has been prepared without the benefit of a title report which may reveal additional conveyances, easements, rights-of-way or building restrictions. A North Carolina licensed attorney-at-law should be consulted regarding correct ownership, width, and location of easements and other title questions revealed by the title examination.
- This map does not transfer to anyone other than the persons or business named in the title block and may not be used without written authorization from Blackrock Surveying and Land Design, P.C.

- R-2 Zoning Setbacks
 Front 30'
 Side 10'
 Rear 10'
 Corner, Side 30'
- Subdivision Data
 Total Acreage to be Subdivided - 1.05 Acres
 per P.B. 110, Pg. 161
 Total Number of Lots - 2
- Owners:
 PIN 9742 96 6439
 Rabbit Ridge Properties, LLC
 Developer - Amit Dorf
 Address - 11 Rabbit Ridge Drive
 Weaverville, NC 28787
 Phone - 828-705-1444
 Land Surveyor: Robert K. Brady, PLS-3959,
 Blackrock Surveying and Land Design, PC
 Address - PO Box 8302
 Asheville, NC 28814
 Phone - 828-225-4341

CURVE TABLE			
CURVE	DIRECTION	CHORD	RADIUS
C1	N69°11'45"W	21.22'	15.01'

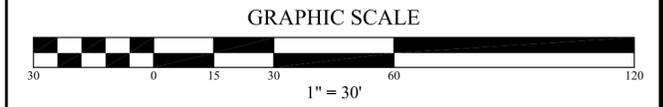
- Legend**
- D.B. Deed Book
 - Pg. Page
 - P.B. Plat Book
 - PIN Parcel Identification Number
 - R/W Right-of-Way
 - Rad. Radius
 - Ch. Chord
 - Sq.Ft. Square Feet
 - WV Water Valve
 - WV Water Valve
 - TP Telecommunications Pedestal
 - TF Transformer
 - CP Calculated Point
 - N Northing
 - E Easting
 - Sanitary Sewer Manhole
 - Rad. Radius
 - Ch. Chord
 - C# Curve Tag

Preliminary Plat
 Not for Recordation, Conveyance, or Sale

Re-Subdivision for
 Lot 55 of P.B. 110, Pg. 161
Reem's Creek Village

Town of Weaverville, Reems Creek Township, Buncombe County, North Carolina

PIN: 9742 96 7122	Current Owner: Rabbit Ridge Properties, LLC	Address: 109 Governor Thomson Ter. Weaverville, NC 28787
D.B./Pg.: Portion of 3247 / 144	P.B./Pg.: 110 / 161 & 162	Zoning: R-2
Job Number: 16-124_3s	Firm License No.: C-2921	Field Survey Date: 1/20/2017
Surveyed by: RB	Drawn by: RKB	PLS: Robert K. Brady, Jr.



BLACKROCK SURVEYING & LAND DESIGN, P.C.

PO Box 8302
 Asheville, North Carolina 28814
 phone: 828-225-4341
 fax: 828-225-4342
 www.blackrocksurveying.com

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: August 20, 2018

SUBJECT: Appointment to the French Broad River Metropolitan Planning Organization and its Transportation Advisory Committee

PRESENTER: Mayor Root

ATTACHMENTS: No

DESCRIPTION:

Councilwoman Dottie Sherrill is currently the Town's representative on the French Broad River Metropolitan Planning Organization (MPO) and its Transportation Advisory Committee (TAC). She has asked to be replaced in this role and Councilman McKenna has agreed to serve in that capacity.

COUNCIL ACTION REQUESTED:

Mayor Root recommends that Council appoint Councilman McKenna as the Town of Weaverville representative on the French Broad River Metropolitan Planning Organization (MPO) and Transportation Advisory Committee (TAC) with his term beginning immediately.



Town of Weaverville, North Carolina

Town Manager's Report

Selena D. Coffey, MPA, ICMA-CM

August 2018

- 1) **Update on the Sale of Bus Garage:** We have received an upset bid for 13 Central Avenue in the amount of \$367,550. This bid has been published and future upset bids must be received by August 27, 2018. I will continue to keep the Mayor and Town Council informed of additional upset bids.
- 2) **Elections:** Due to legislative changes, there will be changes in the early voting period this year. Elections will open on Wednesday, October 17 (instead of Thursday, October 18) but will still run through Saturday, November 3. Elections set-up should not impact meetings of Town Council in Council Chambers.
- 3) **ServLine Update:** To date, we have had only 65 customers (2.6%) to opt out of this program and 100 customers have opted in to the optional line protection program.
- 4) **Greenways Memorandum of Understanding:** We are currently reviewing the Buncombe County/Weaverville MOU and hope to have the final MOU to you at the September meeting.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018

SUBJECT: Appointment of Tax Collector and
Order for Collection of FY 2018-2019 Taxes

PRESENTER: Town Manager

ATTACHMENTS: Resolution Adopting the Order of Collection for FY 2018-2019

DESCRIPTION/SUMMARY OF REQUEST:

Debbie Bruce is retiring on October 1, 2018, after serving the Town of Weaverville for over 30 years and with many of those years of service being as the Town's Tax Collector. With her retirement approaching, the Town Manager recommends that Council appoint Derek Huninghake as the Town's Tax Collector and, to facilitate mentorship and training, appoint Debbie Bruce as Deputy Tax Collector until the effective date of her retirement.

Once appointed the Tax Collector will need to be charged with the delivery and collection of the tax receipts for FY 2018-2019. The following must occur for compliance with NCGS § 105-352:

- (1) Prepayments - The Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Officer and demonstrate to the Finance Officer's satisfaction that all prepayments received have been deposited. **The Finance Officer confirms that this has been done.**
- (2) Settlement – The Tax Collector must make settlement with the Town Council for all taxes placed in her hands for collection for the past year and provide a listing of all taxpayers whose taxes remain unpaid. **This was presented with the consent agenda and, if not yet approved, should be considered for approval.**
- (3) Bond – The Town Council must approve the bond to be issued for the Tax Collector.
- (4) Order of Collection – An Order of Collection must be adopted at tonight's meeting which will charge the Tax Collector with the collection of FY 2018-2019 taxes, plus all outstanding delinquent taxes.

COUNCIL ACTION REQUESTED:

Approval of the Tax Collector's bond and approval of the Order of Collection and Charge for FY 2018-2019. If the Board is so inclined, the following motion is suggested:

I move: (1) that Derek Huninghake be appointed as the Town's Tax Collector and that Debbie Bruce be appointed as Deputy Tax Collector until her retirement, (2) that the bond amount be set at \$250,000 for the Tax Collector and Deputy Tax Collector through June 30, 2019, and (3) that the Resolution Adopting the Order of Collection for FY 2018-2019 be adopted.

**RESOLUTION ADOPTING THE ORDER OF COLLECTION
FOR THE 2018-2019 TAX YEAR**

WHEREAS, NCGS § 105-352 requires that before the tax receipts for the 2018-2019 tax year may be delivered to the Tax Collector for collection the following must occur: (1) the Tax Collector must deliver any duplicate bills printed for prepayments received by the Tax Collector to the Finance Director and demonstrate to the Finance Director's satisfaction that all prepayments received have been deposited; (2) the Tax Collector must make settlement with the Town Council for all taxes placed in her hands for collection for the 2017-2018 tax year; and (3) the Town Council must approve the bond proposed for the Tax Collector for collection of all taxes charged for the 2018-2019 tax year and all delinquent taxes; and

WHEREAS, for each prepayment received for the 2018-2019 taxes a duplicate bill has been printed and prepayments received have been deposited; and

WHEREAS, the Weaverville Town Council has approved the settlement for the taxes charged to the Tax Collector for collection for the 2017-2018 tax year, including the delinquent taxes; and

WHEREAS, the Weaverville Town Council has approved the bond proposed for the Tax Collector;

Now, therefore, **BE IT RESOLVED** that the Order of Collection attached hereto is hereby adopted.

THIS the 20th day of August, 2018.

TOWN OF WEAVERVILLE

By: _____
Allan P. Root, Mayor

ATTESTED BY:

Derek K. Huninghake, Town Clerk

STATE OF NORTH CAROLINA

ORDER OF COLLECTION

TOWN OF WEAVERVILLE

TO THE TAX COLLECTOR OF THE TOWN OF WEAVERVILLE:

You are hereby authorized, empowered, and commanded to collect the taxes, including current, insolvent, and delinquent taxes, set forth in the tax records for the Town of Weaverville and in the tax receipts herewith delivered to you, in the amounts and from the taxpayers likewise therein set forth. Such taxes are hereby declared to be a first lien upon all real property of the respective taxpayers in the Town of Weaverville, and this order shall be a full and sufficient authority to direct, require, and enable you to levy on and sell any real or personal property of such taxpayers, for and on account thereof, in accordance with law. This order is adopted pursuant to and in accordance with N.C. Gen. Stat. § 105-321.

WITNESS my hand and official seal, this 20th day of August, 2018.

TOWN OF WEAVERVILLE

By: _____
Allan P. Root, Mayor

ATTESTED BY:

Derek K. Huninghake, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 20, 2018

Subject: Waterline Extension and Allocation Request for Hawthorne at Garrison Branch (formerly Northpoint Commons)

Presenter: Dale Pennell, Public Works Director
Marvin Mercer, PE (Engineer for Developer)

Attachments: Application for Commitment Letter
Proposed Site Plan

Description:

Hawthorne at Garrison Branch is a proposed apartment complex consisting of 9 individual residential buildings housing 234 dwelling units, a swimming pool, and buildings housing amenities such as a clubhouse and pool house. This project is proposed on property abutting Ollie Weaver Road and Garrison Branch Road near US 25/70 just outside of the Town's municipal limits.

To serve this project the developer has requested a water allocation of 66,000 gallons per day with peak demand of 234 gallons per minute. Approximately 1,000 linear feet of water main must be constructed to reach the property and the residential units will be served through 2-inch residential meters at each building branching off of a waterline that is a minimum of 6-inches in diameter within the proposed development.

This request is brought to Town Council due to scope of the project and total water allocation requested. Town Council reviewed a similar request for a project at this site in December 18, 2017, but the original request was withdrawn by the applicant prior to Town Council action.

Town staff will be available at tonight's meeting and will present recommendations concerning this request.

Action Requested:

Council discussion and decision regarding supplying service, voluntary annexation conditions, and/or other issues related to this proposed multi-family project.



August 10, 2018

Mr. Dale Pennell
Public Works Director
Town of Weaverville, NC

Re: Hawthorne at Garrison Branch Water Allocation

Dear Mr. Pennell:

Attached are the preliminary site plan and application for a commitment letter for water from the town.

Per our previous conversation and meetings, we are providing this submittal as part of the water allocation request for the Hawthorne at Garrison Branch multi-family development.

The project consists of 9 multi-family residential buildings with a total unit count of 234 units. The units are a mix of 2, 3, & 4 bedrooms. We anticipate having a single 2-inch meter for each residential building. Resulting in Nine (9) 2-inch meters. A community building which has a swimming pool is also proposed for the project. We anticipate a single 1-inch meter serving the community building.

Irrigation may be installed for all or a portion of the project.

The attached application has the demands delineated however to clarify how the demands were established, we have included the following calculations:

Average Daily Demand = 66,000GPD
78 1-Bedroom Units @ 200GPD
120 2-Bedroom Units @ 300GPD
36 3-Bedroom Units @ 400 GPD

Maximum Demand (Peak Instantaneous) = 234 GPM
234 Units at a Peaking Factor of 1.0 GPM

Fire Flow = 1,500 GPM
From State Fire Code and assuming sprinkled structures

Per our meetings regarding this development, the developer will voluntarily annex the property into the town upon approval of the water allocation and approval of the project as a whole.

Thank you for your assistance with this project. If you have any questions please feel free to call. (828-645-7088)

Sincerely,



Marvin Mercer, PE
Principal

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

NAME OF APPLICANT: Hawthorne Residential Partners LLC PROJECT NAME: Hawthorne at Garrison Branch
ADDRESS: 806 Green Valley Road, Suite 311 LOCATION: 45 Ollie Weaver Rd.
Greensboro, NC 27408
PHONE NO: 828-768-8893 PIN NO: 9733-73-5347 9733-83-1054

TYPE OF SERVICE:

ELEVATION: 2144

RESIDENTIAL SINGLE FAMILY HOME
 TWO FAMILY _____ NO. OF BUILDINGS
 MULTI - FAMILY 9 NO. OF BUILDINGS UNITS PER BUILDING
 RESIDENTIAL SUBDIVISION _____ NO. OF LOTS

Varies:
Type 1 24 Units
Type 2 24 Units
Type 3 30 Units
Type 4 27 Units

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
 Community building

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 234 GPM
MAXIMUM GALLONS PER DAY 66,000 GPD
ANTICIPATED DATE OF SERVICE Summer 2020

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 James M. Meyer 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 7/10/19

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: August 20, 2018
SUBJECT: Water System Capital Improvement Project
PRESENTER: Town Manager and Jessica Martin-Lane, WR-Martin
ATTACHMENTS: Resolution on Intent to Apply and Selection of Authorized Personnel
Reimbursement Resolution
Proposal for USDA Application Engineering Services

DESCRIPTION/SUMMARY OF REQUEST:

Jessica Martin-Lane, WR-Martin, will be in attendance at this meeting to update the Mayor and Town Council regarding the USDA application process, the progress of Town staff and the firm and to make recommendations regarding moving forward with the USDA application.

In addition, and essential to the USDA application process, Town staff is asking that Town Council approve the Intent to Apply and Selection of Authorized Personnel and the Reimbursement Resolution attached herewith.

Finally, as required, Town staff publicized a Request for Qualification for Engineering Services for the USDA-Funded Water System Improvement Project as approved by Town Council at the July meeting. Staff published the RFQ process on August 7, 2018 with an August 15, 2018 deadline for submittal of proposals. Two proposals were received: 1) WithersRavenel and 2) Vaughn & Melton. The Town Manager has reviewed both proposals and believes that WithersRavenel's qualifications are best aligned with the Town's project objectives and therefore recommends that the Mayor and Town Council award the project to WithersRavenel.

COUNCIL ACTION REQUESTED:

Adoption of the reimbursement resolution and the proposal for USDA application engineering services is requested.

SUGGESTED MOTION:

I make the motion that Town Council adopt the attached reimbursement resolution and the Town Manager's recommendation and award the professional engineering services contract to WithersRavenel for Phase I waterline improvements in application for USDA financing.

RESOLUTION BY COUNCIL MEMBERS OF THE TOWN OF WEAVERVILLE

WHEREAS, Consolidated Farm and Rural Development Act, as amended, Section 306, Public Law 92-419, 7 USC 1926, Executive Order Consolidated and Further Continuing Appropriations Act, 2013, Public Law 113-6 has established the United States Department of Agriculture (USDA) Water & Waste Disposal Loan & Grant Program, and has authorized the making of loans and grants to aid in constructing, enlarging, extending, or otherwise improving water and waste facilities providing essential services to rural residents, and that the USDA Rural Development State and Area Offices were delegated the authority to administer Water & Waste Disposal Loan & Grants received from the USDA program, and

WHEREAS, The **Town of Weaverville** has a need for and intends to undertake a Waterline Extension Project that includes the construction of water main lines beginning at the existing water main at the north end of Clarks Chapel Road and running along Clarks Chapel Road and Ollie Weaver Road in order to connect with the existing water main on Monticello Road, and

WHEREAS, The **Town of Weaverville** has requested USDA assistance for the project,

NOW THEREFORE BE IT RESOLVED, BY THE COUNCIL MEMBERS OF THE TOWN OF WEAVERVILLE:

That **Town of Weaverville**, the **Grant Applicant**, will adopt and place into effect on or before completion of the project a schedule of fees and charges and other available funds which will provide adequate funds for proper operation, maintenance, and administration of the project.

That the **Grant Applicant** will provide for efficient operation and maintenance of the project on completion of construction thereof.

That **Selena D. Coffey, Town Manager and Allan P. Root, Mayor**, both known as the **Authorized Officials**, and successors so titled, are hereby authorized to execute the application and contract, with USDA for a grant and/or loan to aid in the construction of the project described above.

That the **Authorized Officials**, and successors so titled, are hereby authorized and directed to furnish such information as the appropriate State agency may request in connection with such grant or the project; to make the assurances as contained above; and to execute such other documents as may be required in connection with the grant contract.

That the **Grant Applicant** has substantially complied or will substantially comply with all Federal, State, and local laws, rules, regulations, and ordinances applicable to the project and to Federal and State grants and loans pertaining thereto.

Adopted this the ____ of _____, 2018 at _____, North Carolina.

(Signature of Chief Executive Officer)

(Title)

CERTIFICATION BY RECORDING OFFICER

The undersigned duly qualified and acting **Town Clerk** of the **Town of Weaverville** does hereby certify: That the above/attached resolution is a true and correct copy of the resolution authorizing the filing of an application with USDA, as regularly adopted at a legally convened meeting of the **Town of Weaverville** duly held on the _____ day of _____, 2018; and, further, that such resolution has been fully recorded in the journal of proceedings and records in my office. IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2018.

(Signature of Recording Officer)

(Title of Recording Officer)

**TOWN OF WEAVERVILLE
RESOLUTION DECLARING OFFICIAL INTENT TO REIMBURSE
EXPENDITURES FROM PROCEEDS OF BORROWING
ON WATERLINE EXTENSION PROJECT**

WHEREAS, the Town of Weaverville, Buncombe County, North Carolina plans to undertake a capital project to increase the Town's water distribution capacity by extending the Town's main water line and to provide for a looped flow of water west of I-26 (the "Waterline Extension Project");

WHEREAS, on July 24, 2018, the Weaverville Town Council limited its authorizations proceed to the Waterline Extension Project and defined that project to include the construction of water main lines beginning at the existing water main at the north end of Clarks Chapel Road and running along Clarks Chapel Road and Ollie Weaver Road in order to connect with the existing water main on Monticello Road;

WHEREAS, the Waterline Extension Project has been estimated to cost just under \$3,000,000;

WHEREAS, the Town of Weaverville expects to finance the Waterline Extension Project on a long-term basis by issuing tax-exempt bonds or other tax-exempt obligations (collectively, the "Bonds"); and

WHEREAS, because the Bonds may not be issued prior to commencement of the Waterline Extension Project, the Issuer must provide interim financing to cover costs of the Waterline Extension Project incurred prior to receipt of the proceeds of the Bonds; and

WHEREAS, the Town Council deems it to be necessary, desirable, and in the best interests of the Town to advance moneys from its funds on hand on an interim basis and to secure conventional financing to pay the costs of the Waterline Extension Project until the Bonds are issued.

NOW, THEREFORE, BE IT RESOLVED by the Town Council for the Town of Weaverville, North Carolina that;

Section 1. Expenditure of Funds. The Town of Weaverville shall make expenditures as needed from its funds on hand to pay the cost of the Waterline Extension Project until proceeds of the Bonds become available.

Section 2. Declaration of Official Intent. The Town of Weaverville hereby officially declares its intent under Treas. Reg. Section 1.150-2 to reimburse said expenditures with proceeds of the Bonds, the principal amount of which is not expected to exceed \$3,000,000 including estimated cost of issuance.

Section 3. Unavailability of Long-Term Funds. No funds for payments for the Waterline Extension Project, from sources other than the Bonds, are or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside by the Town pursuant to its budget or financial policies.

Section 4. Public Availability of Official Intent Resolution. The Resolution shall be made available for public inspection at the office of the Town Finance Officer within 30 days after its approval in compliance with the applicable state law governing the availability of records of official acts, and shall remain available for public inspection until the Bonds are issued.

Section 5. Effective Date. This Resolution shall be effective upon its adoption and approval.

THIS the ____ day of August, 2018.

ALLAN P. ROOT, Mayor

ATTESTED BY:

DEREK K. HUNINGHAKE, Town Clerk

Town of Weaverville
Water System Improvement Project
Agreement for Professional Services

A. PROJECT DESCRIPTION

This project consists of the preparation of a Preliminary Engineering Report (PER) and Environmental Report (ER) in the USDA, Rural Development (AGENCY) required format to determine the best course of action for water system improvements to supplement the potable water supply to the west side of Interstate 26.

B. SCOPE OF SERVICES

Task 1 - Preliminary Engineering Report (PER)/Environmental Report (ER)

CONSULTANT shall:

- ▶ Consult with CLIENT to define and clarify CLIENT's requirements for the Project, including design objectives, constraints, performance requirements, any budgetary limitations, and identify available data, information, and reports.
- ▶ Identify potential solution(s) to meet CLIENT's Project requirements, as needed.
- ▶ Study and evaluate the potential solution(s) to meet CLIENT's Project requirements.
- ▶ Visit the Site, or potential Project sites, to review existing conditions and facilities, unless such visits are not necessary or applicable to meeting the objectives of the Study and Report Phase.
- ▶ Advise CLIENT of any need for CLIENT to obtain, furnish, or otherwise make available to CONSULTANT additional Project-related data and information, for CONSULTANT's use in the study and evaluation of potential solution(s) to CLIENT's Project requirements, and preparation of a related report.
- ▶ After consultation with CLIENT, recommend to CLIENT the solution(s) which in CONSULTANT's judgment meet CLIENT's requirements for the PROJECT.
- ▶ Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the PROJECT to be designed or specified by CONSULTANT, including but not limited to mitigating measures identified in an Environmental Assessment for the PROJECT.
- ▶ Prepare a report (the "Report") which will, as appropriate, contain schematic layouts, sketches, and conceptual design criteria with appropriate exhibits to indicate the agreed-to requirements, considerations involved, and CONSULTANT's recommended solution(s). For each recommended solution CONSULTANT will provide the following, which will be separately itemized: opinion of probable Construction Cost; proposed allowances for contingencies; the estimated total costs of design, professional, and related services to be provided by CONSULTANT and its Consultants; and, on the basis of information furnished by CLIENT, a tabulation of other items and services included within the definition of Total Project Costs. The Report must be concurred in by the AGENCY.
- ▶ Preparation of Environmental Report. CONSULTANT shall prepare an Environmental Report as defined at 7 CFR 1794 and RUS Bulletin 1794A-602 or other AGENCY approved format. The Environmental Report must be concurred in by the AGENCY [RUS B 1780-26].
- ▶ Advise CLIENT of any need for CLIENT to provide data or services.

- ▶ If requested to do so by CLIENT, assist CLIENT in identifying opportunities for enhancing the sustainability of the PROJECT, and pursuant to CLIENT's instructions plan for the inclusion of sustainable features in the design.
- ▶ Use ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data" as a means to advise the CLIENT on a recommended scope of work and procedure for the identification and mapping of existing utilities.
- ▶ Develop a scope of work and survey limits for any topographic and other surveys necessary for design.
- ▶ Perform or provide the following other Study and Report Phase tasks or deliverables: [Provide an Environmental Report as defined at 7 CFR 1970 or other AGENCY approved format. The Environmental Report must be concurred in by the AGENCY.]
- ▶ CONSULTANT's services under the Study and Report Phase will be considered complete on the date when CONSULTANT has delivered to CLIENT the revised Report and any other Study and Report Phase deliverables.

C. ADDITIONAL SERVICES

Services that are not included in Section B or are specifically excluded from this AGREEMENT shall be considered Additional Services. The CONSULTANT will furnish or obtain from others Additional Services if requested in writing by the CLIENT and accepted by the CONSULTANT. Additional Services shall be paid the CLIENT in accordance with the Fee & Expense Schedule outlined in Exhibit II.

- ▶ Sampling/Pilot Testing

D. CLIENT RESPONSIBILITIES

During the performance of the CONSULTANT's services under this AGREEMENT, the CLIENT will:

- ▶ Provide any information needed to complete the PROJECT not specifically addressed in the Scope of Services
- ▶ Provide all available information pertinent to the PROJECT, including any GIS information, reports, maps, drawings, and any other data relative to the PROJECT
- ▶ Examine all proposals, reports, sketches, estimates and other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the CONSULTANT
- ▶ Give prompt written notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the PROJECT
- ▶ Pay all permit/review fees directly
- ▶ Handle matters requiring an attorney at law

Any changes to the alternatives or PROJECT requirements after CONSULTANT has begun work may require additional fees.

E. COMPENSATION FOR SERVICES

A. Lump Sum Fee

CONSULTANT proposes to provide the following Scope of Services previously outlined on a Lump Sum Fee basis as described in the table below plus reimbursable expenses and additional

services. Compensation shall not exceed the total estimated compensation amount unless approved in writing by CLIENT.

Task Number	Task Name	Lump Sum Fee
Task 1	Preliminary Engineering Report (PER)/ Environmental Report (ER)	\$21,500
Total		\$21,500

1. CONSULTANT may alter the distribution of compensation between individual phases noted herein to be consistent with services rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the CLIENT.
2. The Lump Sum includes compensation for CONSULTANT's services. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses and Additional Services), and Consultant charges.
3. The portion of the Lump Sum amount billed for CONSULTANT's services will be based upon CONSULTANT's estimate of the percentage of the total services completed during the billing period. If any Reimbursable Expenses or Additional Services are expressly allowed, CONSULTANT may also bill for any such Reimbursable Expenses or Additional Services incurred during the billing period.

F. TIMELINE FOR SERVICES

CONSULTANT will begin services immediately upon receipt of signed contract.

G. ACCEPTANCE

Receipt of an executed copy of this agreement will serve as the written agreement between CONSULTANT and CLIENT for the services outlined.

Submitted by CONSULTANT:

WithersRavenel, Inc.
115 MacKenan Drive
Cary, NC 27511



Authorized Signature

Jeffrey J. Wing, PE, LEED AP
Printed Name

Vice President, Director - Utilities
Title

jwing@withersravenel.com
Email Address

919-469 -3340
Phone

Accepted by CLIENT:

Town of Weaverville, NC
30 South Main Street
P.O. Box 338
Weaverville, NC 28787

Authorized Signature

Selena D. Coffey
Printed Name

Town Manager
Title

scoffey@weavervillemc.org
Email Address

828-645-7116
Phone

PREAUDIT STATEMENT: *This instrument has been preaudited in the manner required by the Local Government Budget and Fiscal Control Act (NC G.S. 159-28(a)).*

Signature of Finance Officer:

Printed Name:

Date:

Exhibit I – Standard Terms and Conditions
Exhibit II – Fee & Expense Schedule

EXHIBIT I

Standard Terms and Conditions

WithersRavenel, Inc.

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions (collectively referred to as the "Agreement") and, by accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement and/or initiate legal proceedings to collect the fees owed, plus other reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission or inconsistency arising out of CONSULTANT's work or any other alleged breach of contract by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency or breach, shall constitute a waiver by CLIENT of any and all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform Agreement for CLIENT in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for any and all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT, and that such payments shall be made in a timely fashion.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT,

CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a change order any written or oral order (including directions, instructions, interpretations or determinations) from CLIENT which request changes in the Agreement or CONSULTANT's scope of work. CONSULTANT will give CLIENT written notice within ten (10) days of a Change Order of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment of services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of its experience and qualifications and represent its best judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs and will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes greater assurances as to the amount of any costs, he shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend and hold CONSULTANT harmless against any claims by the CLIENT or persons having possession of the site through the Owner which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out his services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations, and CONSULTANT's rights and remedies with respect thereto, shall survive completion of the expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. **Severability:** If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by the law.

15. **No Waiver:** No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be construed as a waiver of any future default, whether like or difference in character.

16. **Merger, Amendment:** This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all integrated negotiations, written and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT

17. **Unforeseen Occurrences:** If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which, affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original scope of services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the scope of services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. **Force Majeure:** Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. **Safety:** CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents or employees.

20. **Dispute Resolution/Arbitration:** Any claim or other dispute arising out of or related to this Agreement shall be subject to Arbitration under the Federal Arbitration Act. Such claims and disputes shall first be subject to non-binding mediation, and if mediation is unsuccessful, shall be subject to Arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect. Any demand for Arbitration shall be filed in writing with the other party and with the American Arbitration Association.

21. **Independent Contractor:** In carrying out its obligations, CONSULTANT shall be acting at all times as an independent contractor and not an employee, agent, partner or joint venturer of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create any liability on behalf of CONSULTANT for failure of other contractors, their employees or agents to properly or correctly perform their work

22. **Hazardous Substances:** CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project Site or the person in charge of the Project Site or undertake responsibility for reporting to any federal, state or local public agencies, any conditions at the project site that may present a potential danger to the public, health, safety or environment except where required of CONSULTANT by law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site and CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT's performance of work under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination except to the extent that CONSULTANT has negligently caused such pollution or contamination.

23. **Choice of Law:** The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. **Construction Services:** If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the engineering standards for the Project, and shall not give rise to a claim against a contractor's failure to hold in accordance with the applicable plans, specifications or standards.

25. **Field Representative:** If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. **Submittals:** CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering / Planning	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Senior Project Manager	\$ 160
Project Manager	\$ 145
Assistant Project Manager	\$ 130
Project Coordinator	\$ 95
Senior Staff Professional	\$ 145
Staff Professional IV	\$ 125
Staff Professional III	\$ 115
Staff Professional II	\$ 105
Staff Professional I	\$ 95
Senior Designer	\$ 125
Designer II	\$ 110
Designer I	\$ 100
Senior CAD Technician	\$ 105
CAD Technician II	\$ 90
CAD Technician I	\$ 80
Senior Land Planner	\$ 115
Land Planner II	\$ 105
Land Planner I	\$ 95
Planning Technician	\$ 85
Senior Construction Manager	\$ 140
Construction Manager II	\$ 125
Construction Manager I	\$ 115
Senior Resident/Project Representative	\$ 105
Resident/Project Representative II	\$ 95
Resident/Project Representative I	\$ 90

Description	Rate
Geomatics	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Geomatics Senior Manager	\$ 160
Geomatics Project Manager II (SR PM)	\$ 135
Geomatics Project Manager I	\$ 125
Geomatics Project Professional II	\$ 130
Geomatics Project Professional I	\$ 115
Geomatics CAD III	\$ 100
Geomatics CAD II	\$ 85
Geomatics CAD I	\$ 65
Geomatics GIS Specialist	\$ 110
Geomatics GIS Tech III	\$ 95
Geomatics GIS Tech II	\$ 80
Geomatics GIS Tech I	\$ 65
Geomatics Remote Sensing Crew (2 Man)	\$ 220
Geomatics Remote Sensing Crew (1 Man)	\$ 150
Geomatics Survey Crew III (3 Man)	\$ 185
Geomatics Survey Crew II (2 Man)	\$ 150
Geomatics Survey Crew I (1 Man)	\$ 125
Geomatics Survey Tech IV	\$ 95
Geomatics Survey Tech III	\$ 85
Geomatics Survey Tech II	\$ 65
Geomatics Survey Tech I	\$ 35
Administrative	
Office Administrator III	\$ 95
Office Administrator II	\$ 90
Office Administrator I	\$ 85
Administrative Assistant III	\$ 75
Administrative Assistant II	\$ 65
Administrative Assistant I	\$ 60

Description	Rate
Environmental / Geology	
Principal	\$ 190
Senior Technical Consultant	\$ 175
Environmental Project Professional V	\$ 160
Environmental Project Professional IV	\$ 145
Environmental Project Professional III	\$ 130
Environmental Project Professional II	\$ 120
Environmental Project Professional I	\$ 110
Environmental Staff Professional III	\$ 105
Environmental Staff Professional II	\$ 95
Environmental Staff Professional I	\$ 85
Environmental Technician II	\$ 80
Environmental Technician I	\$ 70
Senior Biologist/Wetlands Scientist	\$ 135
Biologist/Wetlands Scientist III	\$ 115
Biologist/Wetlands Scientist II	\$ 105
Biologist/Wetlands Scientist I	\$ 95
Senior Hydrogeologist	\$ 155
Project Geologist II (Sr. Proj. Geologist)	\$ 130
Project Geologist I	\$ 110
Staff Geologist II	\$ 100
Staff Geologist I	\$ 90
Expenses	
Bond Prints (Per Sheet)	\$1.50
Mylar Prints (Per Sheet)	\$10.00
Mileage	Per IRS
Subcontractor Fees (Markup)	1.1 - 1.15
Expenses/ Reprod./ Permits (Markup)	1.1 - 1.15
Shipping / Delivery	
UPS / FEDEX - Project Specific (Distance & Priority)	

August 1, 2018

Selena D. Coffey, MPA, ICMA-CM
Town Manager
Town of Weaverville
PO Box 338
Weaverville, NC 28787

Water Line Extension USDA Project

Dear Ms. Coffey,

I am pleased to provide a proposal for services to prepare a USDA pre-application and final application for the Town of Weaverville Water Line Extension Project, as well as LGC support and procurement support if needed. We propose with your assistance to provide the following:

USDA Application Preparation

- Confirm USDA Program requirements including all required federal forms, assurances and certifications for the pre-application and final application.
- Represent the Town while working with program officials to qualify the project for consideration.
- Assist the Town with getting registered for and setup in RD Apply.
- Assist the Town with registration on sam.gov, the System for Award Management for federal funds, if needed.
- Assist with providing information to the local USDA representative that supports the pre-application and final application forms, and work with Town of Weaverville officials to gather all statistics and information required.
- Provide the Town with documents that require Council's action and approval.
- Prepare the pre-application and final application for submission.
- Provide a final copy of the application to the Town Manager.
- Communicate with the Town and federal officials throughout the application, preparation and review process.

NC Local Government Commission (LGC) Interim Financing Support (Optional)

- Review the project scope, funding, and schedule with the Town Manager and other project team members.
- Prepare a project calendar addressing the major application process milestones and proposed LGC meeting date.
- Assist the Town Manager with a pre-application conference with NC Local Government Commission representatives. We have assumed that the conference will be achieved as a telephone conference and that a trip to Raleigh for the conference will not be necessary.
- Assist the Town with the preparation of the requisite Town Council resolutions for the actions required of the Town throughout the application process.
- Prepare and deliver to potential lending institutions a Request for Proposals, in accordance LGC protocols.
- Assist the Town with addressing questions and inquiries from potential lending institutions.

- Prepare a summary analysis of lending institutions proposals for inclusion in the LGC application, in an effort to determine which offers the lowest cost and best terms to the Town.
- Collect the requisite information and compile the LGC application for review by the Town Manager.
- Prepare and submit a letter to the Joint Legislative Committee.
- Prepare and submit a formal application to the LGC in accordance with LGC requirements.
- Assist the Town with addressing LGC questions and requests relating to the application and monitor the progress of the LGC review.

Alice Briggs will serve as the primary point of contact and project manager and will be supported by the following team of individuals at WR-Martin as necessary:

- W.T. Sorrell, who has 30 years of experience with USDA and will assist with the pre-application and final application process, ensuring the best potential for funding.
- Alice Briggs, Courtney Baker and Emily Edmonds, funding application specialists.
- Steven Miller, LGC financing specialist.

Our team will work seamlessly with the Town to ensure the USDA application is submitted successfully and guide the Town through the LGC process.

PROPOSED PROJECT FEE

WR-Martin proposes to provide the services outlined above for a fee that would be billed on a time and materials basis and has been determined based on the various scopes of work for which the Town desires support:

- USDA Application Preparation: Not to Exceed \$8,500
- LGC Interim Financing Support Services: Not to Exceed \$6,500 (Optional)

Our scope of services does not include engineering/architectural services, Phase I Environmental or other related technical services that may be required for the pre-application and application materials. This fee does not include attending the LGC approval meeting or any required follow-ups for addressing any outstanding, audit-related LGC unit letters.

Our fee would be assessed monthly based on progress, in accordance with WR-Martin's current schedule of fees and expenses. Standard payment terms will be Net 30 days from the date the invoice is received in Accounts Payable. Our fee assumes that our primary points of contact for this effort will be the Town Manager and Finance Director/Assistant Finance Director.

Please let me know if you have any questions about this proposal. We hope to have the opportunity to work with you and your staff on this important project.

Sincerely,



Jessica Martin-Lane
WR-Martin, Inc.

Execution of this document in the space provided below acknowledges approval of the terms and provisions provided for herein.

Selena D. Coffey, Town Manager
Town of Weaverville

Date

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

Pre-Audit Certification
Finance Officer

Date

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 20, 2018
Subject: Departmental Quarterly Report: Fire Department
Presenter: Fire Chief
Attachments: Quarterly Report

Description:

Attached please find the quarterly report.

Council Action Requested:

No action requested.

Weaverville Fire Department

May 1, 2018 through July 31, 2018 Activites

Fire	Inside City	Property Loss	Outside City	Property Loss
Brush / Woods	0	0	3	0
Vehicle	0	0	0	0
Structure	0	0	0	0
Investigation	16	0	21	0
Haz-mat Incident	6	0	1	0
Mutual Aid	0	0	31	0
Fire Alarm Activation	12	0	6	0
Public Assistance	18	0	10	0
TOTAL (Fire)	52	0	72	0
Rescue				
MVA \ MCA	16	0	31	0
EMS \ FR \ Rescue	142	0	127	0
Mutual Aid	0	0	5	0
Search	0	0	0	0
TOTAL (Rescue)	158	0	163	0
TOTAL Fire & Rescue	210	0	235	0

Remarks: Total Fire\Rescue Alarms: 447
Total Fire Loss: \$0 Total Saved: 0
Total Inspections: 54

Education and Community Outreach numbers attached

Date: 7/31/2018 TW



WEAVERVILLE FIRE DEPARTMENT
3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. May, June and July

SafeKids. Child Car Seat Installation.

May = 12 installations.

June = 6 installations

July = 13 installations.

Fire Prevention and Education Classes.

May 18th . Spring Fling. Weaverville Elementary. (Setup booth.) Approx. 300 kids.

June 6th. Weaverville Elementary. (Ladder truck) 175 kids.

June 8th. North Windy Ridge School. (Ladder truck.)175 kids.

June 11th. North Windy Ridge School. 200 kids.

June 22nd. Brookstone Church. Vacation Bible School. (Ladder truck.) 50 kids.

June 23rd. Music on Main. (Setup booth in kids area). Approx. 300 kids.

July 4th. 4th of July Celebration. (Setup booth/fireworks) Approx. 300 kids.

July 10th. Brookstone Church. "Down by the Brook" (Truck show & Book Reading.) 75 kids.

July 30th. Station Tour. Daycare Group. 8 kids.

Commercial Business Inspections.

May = 22 inspections.

June = 19 inspections.

July = 13 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: August 20, 2018
Subject: Departmental Quarterly Report: Police Department
Presenter: Police Chief
Attachments: Quarterly Report

Description:

Attached please find the quarterly report.

Council Action Requested:

No action requested.



Quarterly Report
May, June, July 2018

Police Activity Report

<u>Activity</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>Quarter Total</u>	<u>2018 YTD</u>
Vehicle crashes	12	21	17	50	122
Parking Citations	2	15	0	17	29
Written Warnings	36	24	36	96	188
Verbal Warnings	20	13	15	48	126
Misdemeanor Charges	62	69	58	189	427
Felony Charges	18	9	14	41	118
Officer Assist	140	143	138	421	817
Alarm Response	21	24	33	78	174
Disturbances	25	27	19	71	155
Escorts / Deliveries	49	76	44	169	366
Business Checks	3,072	3,205	3,042	9,319	22,769
Residential Checks	205	185	184	574	1,575
Unsecured Buildings	12	15	11	38	78
Pedestrian Assist	46	25	8	79	279
Citizen Checks	119	105	102	326	749
Assist Motorist	8	9	5	22	56
Suspicious Person/Vehicle	33	49	46	128	221
Traffic Safety	49	31	30	110	299
Citations Issued	60	53	61	174	392
Drug Charges	15	25	22	62	127
D.W.I. Charges	1	1	0	2	7
Reports Taken	47	48	54	150	337
Court Appearance	1	2	2	5	16
Investigation Follow-up	33	40	35	108	243
Vehicle Stop	94	75	98	267	611
C.O.P.P.S. Activities	101	112	110	323	852
Totals	4,281	4,401	4,184	12,866	31,133

Total activity for May, June, & July 2018

12,866

Part I Offenses

<u>Part I Offense</u>	<i>May to July Comparison</i>				
	<u>May</u>	<u>June</u>	<u>July</u>	<u>+/-</u>	<u>% Change</u>
Murder	0	0	0	0	0%
Rape	0	0	0	0	0%
Robbery (Commercial)	0	1	1	1	-
Robbery (Individual)	0	0	0	0	0%
Assault	0	0	0	0	0%
Violent Total:	0	1	1	1	-
Breaking & Entering	0	0	0	0	0%
Residential	0	0	0	0	0%
Non-Residential	0	0	0	0	0%
Commercial	0	0	0	0	0%
Other	0	0	0	0	0%
Larceny	8	9	16	8	100%
Auto Theft	0	0	1	1	-
Arson	0	0	0	0	0%
Property Total:	8	9	17	9	112%
Part I Total:	8	10	18	10	125%

Part II Offenses

May to July Comparison

<u>Part II Offense</u>	<u>May</u>	<u>June</u>	<u>July</u>	<u>=/-</u>	<u>% Change</u>
Drug	15	28	22	7	47%
Assault Simple	0	0	1	1	-
Forgery/ Counterfeit	5	0	1	-4	-80%
Fraud	1	1	1	0	0%
Embezzlement	1	0	1	0	0%
Stolen Property Incidents	2	1	0	-2	-100%
Vandalism/Damage to prop.	2	3	2	0	0%
Weapons Offenses	0	0	0	0	0%
Sexual Offense	0	1	0	0	0%
Gambling	0	0	0	0	0%
D.W.I.	1	1	0	-1	-100%
Liquor Law Violations	0	2	0	0	0%
Disorderly Conduct	1	0	1	0	0%
Obscenity	0	0	0	0	0%
Kidnap	0	0	0	0	0%
All Other Offenses	21	18	13	-8	-38%
Part II Total	50	55	42	-8	-16%
Incident Total:	58	65	60	2	3%

➤ **Traffic Crash Data**

Department personnel investigated 50 traffic crashes during the period of May, June, & July 2018 which included the following:

Property Damage	\$145,000
Persons Injured	13
Fatalities	0

➤ **Response time in minutes to 1. *Dispatched Calls***

	<u>May</u>	<u>June</u>	<u>July</u>
*High priority calls.....	4.63	4.25	3.44
**Average priority calls.....	5.43	7.79	6.48
***Low priority calls	5.37	5.71	6.11

* Response to the scene is **urgent** (in progress calls, weapons, assaults, etc.)

** Response to the scene necessary but **not urgent**

*** Action on this type of call is sometimes handled by telephone thus the short response time.

1. This applies only to the calls dispatched by the Buncombe County Sheriff's Department to the Weaverville Police Department by radio dispatch. However, a majority of our calls are phoned in directly to the Weaverville Police Department and the officer responds to the scene of the call.