

TOWN OF WEAVERVILLE

**Town Hall Council Chambers
30 South Main Street
Weaverville, NC 28787**

AGENDA

**November 19, 2018
Regular Meeting at 7:00 pm**

	<i>Pg</i>	<i>Presenter</i>
	<i>#</i>	
1. Call to Order		Vice-Mayor Jackson
2. Approval/Adjustments to the Agenda		Vice-Mayor Jackson
3. Approval of Minutes		Vice-Mayor Jackson
A. September 11, 2018 Town Council Special-Called Meeting	1	
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C. October 15, 2018 Town Council Regular Meeting	7	
4. General Public Comments		Vice-Mayor Jackson
5. Consent Agenda		Town Manager
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C. Acceptance of Property Donation-Lake Louise/Mayfair Partners, LLC	15	
D. Comprehensive Land Use Plan Update	20	
E. Approval of Architectural Services Contract for Community Center Project	22	
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7. Discussion & Action Items		
A. FY 2017-2018 Audit Presentation	67	Travis Kever
B. FY 2017-2018 ABC Audit Presentation	78	Rob Chason
C. Approval of Final Strategic Plan Draft	108	Town Manager
D. July 4/Fireworks Discussion	127	Town Manager
E. Sale of Bus Garage - 13 Central Avenue	140	Town Attorney / Town Manager
F. Quarterly Report – Police Department	155	Police Chief
G. Quarterly Report – Fire Department	160	Fire Chief
8. Adjournment		Vice-Mayor Jackson



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Tuesday, September 11, 2018**

The Town Council for the Town of Weaverville met for a Special Called Meeting on Tuesday, September 11, 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, Councilman Andrew Nagle, Vice Mayor/Councilman Doug Jackson, Councilman Patrick Fitzsimmons and Councilman Jeffery McKenna. Councilwoman Dottie Sherrill was absent.

Staff present was: Town Attorney Jennifer Jackson, Town Clerk Derek Huninghake, Town Planner James Eller, Finance Officer Tonya Dozier and Public Works Director Dale Pennell.

1. Call to Order

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

2. Discussion Items:

A.) Community Center

Public Works Director Dale Pennell opened the meeting with a brief overview on how the Town has gotten to this point. Back in May, he worked with an architect to develop a conceptual site plan that included the building and a layout of the building. At that same time, Town Council voted to place the Eller Cove Watershed funds into a Capital Fund for the new community center. Since then, the Public Works Department has been doing site preparations and background work to prepare for the whole project. Mr. Pennell then discussed a tentative construction schedule that he helped develop. This construction schedule is attached.

Town Council was very thankful for the tentative construction schedule that was presented, however it raised some concerns about the timing of each task.

First, Mayor Root wanted to make sure that the Town was ready for Request for Proposals (RFP) from architects the third week of October, since it is only a month away.

Councilman Fitzsimmons is hesitant to begin the process for RFPs if there wasn't a business plan available yet. He believes the Town needs to figure out who is going to pay to staff the facility, what the rationale for a commercial kitchen is, and will the museum be providing any funding.

Councilman Nagle acknowledged that there isn't a business plan, but the Town needs to figure out the purpose of the community center. He doesn't want it to be a visitor center, so we need to reach out to groups and see if they would be interested in using the facility. Some groups that might be interested would be the Boy Scouts, Women of America, and Weaverville Tailgate Market.

Councilman McKenna wondered whether there will be any recreational opportunities around this community center.

Public Works Director Dale Pennell commented that the Town is ready for RFPs, they hope to have it in the architects hand next week, and give them a couple weeks to get a proposal back. As for a business plan, the closest thing he can think of would be the completed Parks and Rec Master Plan and the recreational aspects were part of the overall

master plan for the track of property, however funding was planned to come from the PARTF grant and the Town is not eligible at this time. The Town could use the rooms inside the facility, but it could either be a large reception area for weddings and reunions, or a court for pickleball and tennis.

Council determined that the Town needs to determine what the purpose of the community center is going to be and what will be the best way to have the building used. They need to reach out to groups and organizations around the area, and other Towns who have built a community center recently, to see what they would do differently and if they would use the community center.

Mayor Root suggested that the Town goes forward with the RFP and nominated Vice Mayor/Councilman Jackson and Councilman Nagle to work with the Town Manager and Public Works Director to keep this plan on task and make sure every aspect is accounted for through workshops or meetings.

B.) Land Use Plan

Town Attorney Jennifer Jackson mentioned that she sent Town Council a comprehensive land use plan workshop packet and wanted to answer any questions that they may have about the land use plan.

Mayor Root commented that in the land use packet it showed that the Town's staff believed they would be the best option to take the lead in drafting the land use update, even though the Town has received a proposal from Land of Sky. This brings about some questions as to a) is it something that staff could do? And b) what are the pros and cons of staff doing it instead Land of Sky?

Town Attorney Jennifer Jackson commented that the comprehensive land use plan should be unique to Weaverville. There have been a lot of changes and growth in the Town in the last couple years, the new water treatment expansion will be a big factor and the old plan still reflects the ETJ, which is gone. This will be a complicated process with having to utilize studies in order to support recommendations in the plan, however she believes our staff can do this project. It will be a long and involved process similar to the Table of Uses, and she expects that staff and committee time will be similar, but that there will be more involvement from Town Council, due to it being more policy driven. Town Attorney Jackson believes that there will be a better product with staff completing it, since they already know the information.

Council discussed whether this long process would get in the way of staff completing their regular job tasks, but knows that they always have the option to outsource certain components of the process to Land of Sky if they need to as well.

Town Planner James Eller commented that the Table of Uses process was labor intensive, but it didn't interfere with his other job duties.

Town Attorney Jennifer Jackson mentioned that they are busy and there will be some adjusted priorities that will have to be rearranged on their schedules, but they can make it all work.

Council knows that at the end of the day we will have a better product, but most importantly the Town needs to get the public involved, either through workshops or advertisements, so that everyone is happy and on the same page. Also, reaching out to surrounding communities would be a good decision as well, since they will be affected by it too.

Chairman Doug Theroux commented that he agrees with Town Council that staff can do the new Land Use Plan and do it better than outsourcing to another company. Yes, it will definitely put a time burden on them, but the good thing is that staff already has a foundation to start with from the old Land Use Plan.

Consensus was made by Council to have Town staff perform the new Land Use Plan with the help of other companies.

3. Adjournment

Vice Mayor/Councilman Jackson made the motion to adjourn; Councilman McKenna seconded and all voted to adjourn the Council's meeting at 7:20 p.m.

Derek K. Huninghake, Town Clerk

DRAFT



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Special Called Meeting
Monday, October 15, 2018**

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

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

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

1. Call to Order

Mayor Al Root called the meeting to order at 6:30 p.m.

2. Public Hearing: Proposed Code Amendments – Nonconformities, Conditional Zoning Districts, and Political Signage

Mayor Root opened the Public Hearing.

Town Planner James Eller started the Public Hearing by covering the proposed code amendments for Political Signage first. Currently, the Town is non-compliant with state statute on political signage, so staff has amended the code to include a definition and reference state statute. This will change the number of days to have signs removed after elections from two to ten days. Town Attorney Jennifer Jackson added that this treats all town and state maintained streets as the same, in regards to Political Signs. Mr. Eller noted that this proposal has been reviewed by the Planning and Zoning Board and they offer a unanimous recommendation on this revision of language.

Next, Town Planner Eller covered the proposed code amendments for Conditional Zoning Districts. He mentioned that as far as the approval process goes, a vast majority of the language already exists, but has been cleaned up to flow better. Certain provisions were highlighted. The steps of the approval process starts in front of Town Council for initial consideration, then to the Planning and Zoning Board for review and comment, where a statement of reasonableness and recommendation will be given to Council. After this the developer will hold a public involvement meeting to speak with the public and staff prior to the public hearing. Lastly a public hearing is held by Town Council and Town Council is authorized to take action on the CZD after the public hearing. Mr. Eller then covered time limit language on CZD and indicated that

what is proposed gets away from legislated time frames and allows Town Council in setting time limits based on the scope of construction. As for modifications, what staff is allowed to modify is limited to exclude anything that would affect the final plat of the property. Lastly, appeals of administrative decisions go to Zoning Board of Adjustment, however, staff is required to notify Town Council of any appeals so that the Town has the ability to appear and participate in the proceedings with Zoning Board of Adjustment. Town Attorney Jennifer Jackson mentioned that there were some typographical errors in subsection E within the Conditional Zoning District language that will need to be cleaned up.

Lastly, Town Planner Eller covered the proposed code amendments on nonconformities and mentioned that the Town is obligated to provide protection for legal nonconformities. As it relates to nonconforming lots that have a dimensional variable less than 20%, staff can issue a zoning permit for a structure on property. If it is more than 20% nonconforming then they are required to go to Zoning Board of Adjustment to achieve a variance. Moving into nonconforming structures, when the Table of Uses was implemented it created some nonconformities, since prior to that a single family home could be built in any commercial or industrial district. This specifically allows for continued residential use within a commercial or industrial zoning district providing that the requirements for R-1 district are met. As for nonconforming uses, it may be replaced by another nonconforming use, if it falls within the use definition as the original nonconforming use. If it doesn't, then they are required to go in front of the Zoning Board of Adjustment to prove that that the change of use doesn't increase the degree of nonconforming of the use. Mr. Eller next covered the discontinuance of a nonconforming uses and mentioned that the discontinuance language has basically stayed the same except that the amount of time has been decreased. Language has also been added to allow for signage for existing nonconforming uses.

Town Planner James Eller stated that each text amendment has gone before the Planning and Zoning Board and each received a unanimous recommendation which were attached to the public hearing materials and received for consideration. In addition the public hearing was noticed in the Weaverville Tribune on October 3 and 10.

No one from the public had any comments to offer.

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

3. Public Hearing: Conditional Zoning District for Northridge Commons Townhouses

Mayor Root opened the Public Hearing

Town Planner James Eller stated that the public hearing was noticed in the Weaverville Tribune on October 3 and 10. The issue before Town Council tonight is that the conditional zoning district that was passed for Northridge Commons Townhouses included language that suggested the applicant had a certain amount of time to take ownership of the property otherwise the ordinance would become void. The applicant experienced some difficulty with the private covenants and restrictions that were placed upon their property. This additional time wasn't calculated up front and their deadline to acquire the property has come and gone. The language that is in front of Town Council is the exact copy of the ordinance that was passed, except for one exception that allows the applicant until April 16, 2019 to acquire the property. This date is also the date that the water allocation expires. Town Planner Eller noted that this has been reviewed and

unanimously recommended by the Planning and Zoning Board, a copy of the recommendation was included in the public hearing materials and received by Town Council.

No one from the public had any comments to offer.

Councilman Nagle made the motion to close the public hearing and adjourn the special called meeting; Councilwoman Sherrill seconded and all voted in favor of closing the public hearing and adjourning the meeting at 6:45pm.

Derek K. Huninghake, Town Clerk

DRAFT



MINUTES

**Town of Weaverville
State of North Carolina**

**Town Council Meeting
Monday, October 15, 2018**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, October 15, 2018, at 7:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present were: Mayor Al Root, Vice Mayor/Councilman Doug Jackson, Councilwoman Dottie Sherrill, 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 Director Dale Pennell and Water Treatment Supervisor Trent Duncan.

1. Call to Order

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

2. Approval/Adjustments to the Agenda

Town Manager Selena Coffey asked to add an Ordinance Declaring a Road Closure for the Weaverville Christmas Parade as Consent Agenda item F.

Councilwoman Sherrill made a motion to approve the agenda with the aforementioned revision.

Councilman Fitzsimmons seconded and all voted in favor of the motion.

3. Approval of Minutes

Vice Mayor/Councilman Jackson made the motion to approve the minutes from September 17, 2018 Special Called Meeting and September 17, 2018 Town Council Regular Meeting as presented. Councilman Nagle seconded the motion and all voted in favor on the approval of the minutes.

4. Special Recognitions

Mayor Root presented Leslie Osborne with a Certificate of Appreciation for her hard work and contributions on the Planning and Zoning Board. She has recently moved outside of Town limits making her ineligible for further service on the Planning and Zoning Board. She was also recognized for her contributions through service on the Friends of the Library, Weaverville Business Association and many other boards.

5. General Public Comment

Public comments were received as follows:

Alan Sheppard, commented that Town Council should start allowing citizens to give input on agenda items during the meetings, like other places do. He thinks getting the agenda in the middle of the prior week

before the meeting doesn't allow for enough time to absorb the information. Mr. Sheppard also noted that the Town was performing at the best it has in a long time and thanked Town Manager Coffey for doing a wonderful job.

Eileen Fleming, 440 Kyfields, thanked Town Council for getting the "Right on Red" sign taken down at the Weaverville Boulevard and Main Street intersection.

Joanna Vanderkolk, 2 Roberts St, commented about some tree limbs hanging at Roberts Street and Hamburg Mountain Road. She is very concerned about someone getting hurt from not being able to see coming traffic and wanted Town Council to be aware of this situation.

6. Consent Agenda

Vice Mayor/Councilman Jackson moved for the approval of the Consent Agenda. Councilwoman Sherrill seconded the motion and all voted unanimously to approve all action requested in the consent agenda.

A. Monthly Tax Report – Information Only

B. Tax Releases and Refunds - *Approved tax releases of the personal property of Garland Pennell at 23 Wildwood Avenue valued at \$2,200, so that \$8.36 can be released from the 2018 levy and real property owned by the Weaverville United Methodist Church at 35 Church Street valued at \$6,900, so that \$26.22 can be released from the 2018 levy.*

C. Waterline Acceptance and Repair Guaranty: Maple Trace Phase II – *Town Council accepted 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 set the repair guaranty amount at \$6,000.*

D. Re-Appointment to Animal Control Appeals Board – *Reappointed Tina Jenkins to the Animal Control Board for a three-year term beginning in November 2018 and extending to November 2021.*

E. Final Plat Approval: Bulls Bay, LLC (44 Central Ave) – *Approved the final plat for Bull's Bay, LLC, project at 44 Central Avenue, as presented, and have staff inform the developer that the Town will not be taking ownership or ongoing maintenance of the island created by the cul-de-sac shown on the final plat.*

F. Ordinance Declaring Road Closure for the Weaverville Christmas Parade – *Approved Ordinance Declaring Road Closure for the Weaverville Christmas Parade on December 1, 2018 from 1 to 3 pm.*

7. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including the Town has purchased an Automatic Emergency Defibrillator (AED) to be installed at the Town Hall, and staff will be trained on the use of that equipment and in CPR in the coming months; the Residents Patriotic Activities Committee has developed the program for this year's Veterans' Day Observance, which will be on Monday, November 12 at 11 am; she attended the NCGFOA conference in Winston Salem on October 11-12 and provided a brief report that FLSA and staff development were covered in depth. Also, new regulations will be going into effect in 2020 making it more difficult for auditors to bid on the Town's yearly audit; In accordance with the Town's Code of Ordinances, Article V, Division III, she has authorized the disposition of 13 replaced service handguns to Burnette's Rod & Gun Shop, as they are a federal firearms dealer. She estimates the total value of these 13 handguns at \$3,380 (per an estimate provided by the original vendor), well below the \$5,000 value established within the Town's Code for the Manager's approval for disposition. Officers will be able to purchase their firearms from Burnette's; the "No Turn on Red" signage at intersection Main street

and Weaver Boulevard has been taken down by NCDOT; and Buncombe County has executed the Greenways MOU for planning and design of the greenway project.

8. Discussion and Action Items

A. Adoption of Code Amendments: Nonconformities, Conditional Zoning Districts, and Political Signage

Mayor Root had some questions about the proposed code amendments for the Conditional Zoning Districts. He wondered if (1) the language under Conditions section C might be placing limitations on Town Council, (2) who decides the Guarantee of Conditions under section I, (3) is there a requirement in the Modifications section M that Council be informed of the decision made, and (4) lastly under section O for the final plat approval process, is there a reason that the language shows Town Council must do, instead of may do?

Town Planner James Eller commented that language under the conditions sections shows that statutorily Town Council is obligated to keep their conditions in perspective, so that it is site specific and in same scope as the development. Town Attorney Jennifer Jackson added that some governing boards were asking for improvements unrelated to a particular development, so the statutes have tightened up the conditions making them tailored to the specific scope in development. Town Attorney Jackson also noted that the developer gets to choose which option type of guarantee that they offer under the Guarantee of Conditions and those options are statutorily prescribed.

Town Planner James Eller mentioned that there wasn't a requirement in the modifications section to inform Council of the decision made, but one could be included. As for the final plat approval process, Town Planner Eller noted that there was a lot of debate on this matter and his concern with the approval process being open-ended is that a tremendous amount of infrastructure and site work prep could be completed, and Council could end the project at its own will. Town Attorney Jennifer Jackson added that Town Council's big input is at the beginning in holding multiple meetings and a public hearing, then arriving at an ordinance that sets forth all the requirements of the developer. The development goes forward and at the end there will be a final plat showing all the infrastructure and details. So if the developer has complied with everything in the ordinance, it is unfair to deny the final plat. She also, mentioned that there were some typos that need to be fixed from the working document translation to the ordinance.

Mayor Root noted that a notification procedure be added on the decisions being made by the Zoning Administrator as well.

Vice Mayor/Councilman Jackson made a motion to approve the Ordinance with the amendment discussed in subparagraph M within the Conditional Zoning District section adding notice to Town Council for any minor modifications, either approved or denied by the Zoning Administrator, and fixing any typos. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

B. Proposed Conditional Zoning District – Northridge Commons Townhouses

Mayor Root mentioned that the public hearing was held earlier and the only change was to extend the ownership transfer date to April 16, 2019, as explained to Council.

Councilman McKenna made a motion to adopt the Ordinance Establishing a Conditional Zoning District Designated as CZD-3 – Northridge Commons Townhouses as presented. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

C. Comprehensive Land Use Plan Staff Update

Town Planner James Eller commented that staff has begun assembling information that will be incorporated into the Comprehensive Land Use Plan. All the demographic work has been completed and after Town Councils workshop last week related to the strategic plan, there will be some direction as it relates to annexation and water allocations, as well as development and review process. Moving forward into November and December, Town Council's direction will allow staff the knowledge it needs to ensure that the product produced in the Comprehensive Land Use Plan fulfills the wishes of Town Council.

D. Personnel Policy Amendments: Article III Pay Plan and Article VIII Benefits

Town Attorney Jennifer Jackson informed Town Council that in front of them tonight for their consideration and possible approval is the revised Article III – Pay Plan that was presented in May with the one exception being that the longevity pay section has been deleted. The Article VIII – Benefits Policy language was updated and staff added paragraphs on the Employees Assistance Network, Deferred Compensation, 401K and 457 plans to reflect what the Town offers. Town Attorney Jackson did note that under the Group Health coverage section a change is being proposed to have part time employees share the cost of coverage with the Town. Also, workers compensation is provided by the Town, but the policy wasn't very clear on the procedure to follow when needed so it was updated. Staff added a modified light duty part to the policy from a recommendation made by the NC League of Municipalities, stating that the Town doesn't have to create light duty work for someone out on workers comp, but if it is available they must allow it. She did ask that if Town Council was considering taking action on this issue that they make the effective date January 1, 2019.

Vice Mayor/Councilman Jackson made a motion to approve Article's III and VIII as presented with an effective date of January 1, 2019. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0

E. Community Center Projects: Selection of Architect

Public Works Director Dale Pennell mentioned that the Town Manager, Selection Committee and himself have been working really hard to complete the qualification-based selection process for choosing an architect for the new Community Center project. There were five architectural firms interested that submitted applications. All the firms were ranked and the top three architectural firms were interviewed. After careful consideration, Town Manager Selena Coffey seeks consensus from Town Council on the selection of Legerton Architecture.

Consensus was given by Town Council for the selection of Legerton Architecture.

F. July4/ Fireworks Discussion

Town Manager Selena Coffey informed Town Council that staff had some new financial information and specific fireworks staging locations for the July 4 display. The four potential staging locations that were reviewed were the Town's firing range, the Saddle Dam at Lake Louise, the cell tower property and AB Emblem. Pyrotecnico, the Town's firework vendors, did indicate that if the fireworks are closer than 500 feet to a dwelling structure than the Town will have to get secondary insurance for liability and all dwelling structures will have to be vacated. Also, any fireworks that are beyond 1500 feet will not provide for a good show because of the lack of visibility. As for the finances, the total estimated cost to hold the 2019 July 4th

event would be around \$58,600, plus additional costs for secondary liability insurance. The staging locations documents and financial information are attached.

Council held discussion on whether the Town should still hold the 4th of July event, even if there weren't fireworks and if holding the event downtown would be a better choice than at Lake Louise.

Joanna Vanderkolk mentioned to Town Council that there could be a laser light show with sounds and effects for the kids, if there were no fireworks.

Laura Ayers mentioned that maybe there was a spot between the public works department building and the firing range that was more than 500 feet away and still allows for good visibility. If so, we could build a platform to have the fireworks launched off there.

Town Council asked Town Manager Selena Coffey to look into how much secondary insurance would cost, other launching options for fireworks and the cost to hold the 4th of July event downtown with a laser light show.

G. Planning Department Quarterly Reports

Town Planner James Eller presented the Planning Departments Third Quarter Report and noted that 30 Zoning Permits and 5 Sign Permits have been issued during this period, with one of the permits covering 176 dwelling units.

H. Finance Department Quarterly Reports

Finance Officer Tonya Dozier updated Town Council on the FY 2018 audit and indicated that the final draft should be received within a few days. It will then be sent to the Local Government Commission for approval and maybe finally present to Council next month. She presented the Revenue and Expenditure Statement by Departments for the first quarter of FY2019.

9. Adjournment

Vice Mayor/Councilman Jackson made the motion to adjourn; Councilwoman Sherrill seconded and all voted to adjourn the Council's meeting at 8:32 p.m.

Derek K. Huninghake, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report

DESCRIPTION/SUMMARY OF REQUEST:

The Town Tax Collector provides the following monthly tax report as of November 13, 2018. This report is provided for information only.

No action is requested or required.

**Town of Weaverville
MONTHLY TAX REPORT
FY 2018-19**

AS OF 11/13/2018

Real Property:	750,820,030	
Real Property Discoveries:	-	
Total Real Property:	-	750,820,030
Personal:	54,787,228	
Personal Discoveries:	-	
Total Personal:	-	54,787,228
Public Utilities:		4,952,725
Exemption:		(10,663,470)
Releases:		(51,205)
Total Tax Value		799,845,308

Tax Levy @.38 cents per \$100

Real Property:		2,853,116
Personal Property:		208,191
Public Utilities:	18,820	
Less Under \$5 Adjustment	-	
Total Public Utilities:	-	18,820
Exemption:		(40,521)
Releases:		(195)
Total Levy (Total Billed)		3,039,412

Total Current Year Collections	1,231,834.42
% Collected	40.53%

Total Left to be Collected:	1,807,578
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Prior Years Paid	11
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**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018
SUBJECT: Tax Releases
PRESENTER: Tax Collector
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Town Council is asked to approve a tax release for the 2018 tax bill on real property owned by Amit Dorf at 122 Dorothy Lillie Lane bearing a Buncombe County Parcel Identification Number of 9742-99-4566. The requested release is for \$551,000 in value and \$2,093.80 from the 2018 tax levy. This release request is due to this real property being located outside of the Town's jurisdiction.

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 real property of Amit Dorf bearing Buncombe County PIN 9742-99-4566, valued at \$551,000, so that \$2093.80 can be released from the 2018 levy.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018

SUBJECT: Acceptance of Property Donation – Lake Louise/Mayfair Partners, LLC

PRESENTER: Town Attorney

ATTACHMENTS: Tax Map
Old Subdivision Map
Gift Deed

DESCRIPTION/SUMMARY OF REQUEST:

As part of the development approval process for its project at 97 Lakeshore Drive, Mayfair Partners, LLC, agreed to donate to the Town certain lots that are adjacent to the Town’s Lake Louise park property near the Town’s historic water wheel. Maps are attached showing the property as is a copy of the deed that was executed by Mayfair Partners, LLC, and delivered to the Town.

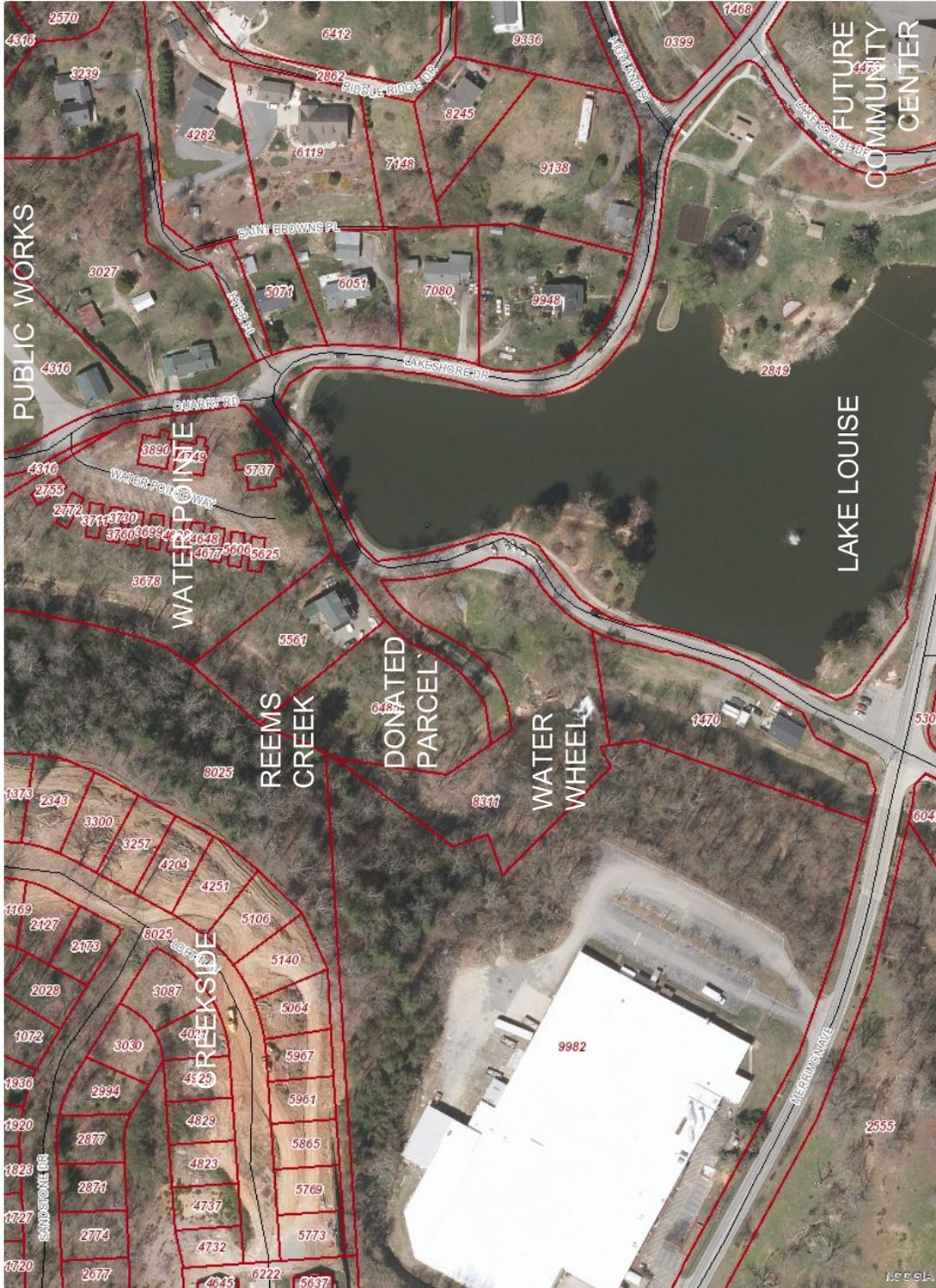
The Town Attorney is of the opinion that marketable title for the property is conveyed to the Town with the attached gift deed.

As an exercise of the Town’s corporate powers, Town Council is authorized to accept donations of real property. Should the Town wish to accept this real property donation Town Council must take formal action to accept the property.

TOWN COUNCIL ACTION REQUESTED:

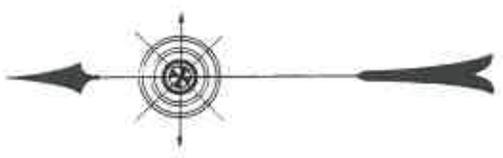
If the Town wishes to accept the donation of the real property described in the attached deed and shown on the attached maps Town Council must accept the property. The following motion could be used for that purpose:

I make a motion that we accept and receive the donation of the real property described in the attached gift deed for use in conjunction with the Lake Louise Park.



154/118

Scale 1" = 50'



MAP OF LANDS
NEAR
"LAKE JUANITA,"
Weaverville, N.C.
W. H. Reager, Surveyor.
Scale 1" = 50'



154/118

All or a portion of the property herein conveyed includes or does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: all outstanding *ad valorem* taxes which shall be prorated at closing.

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

MAYFAIR PARTNERS, LLC

By: *Gregory M. Phillips*

Name & Title: **Gregory M. Phillips, Member/Manager**

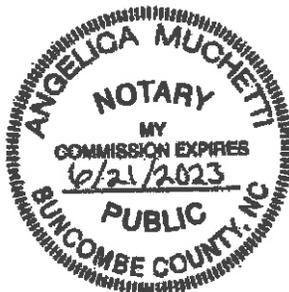
State of North Carolina - County of Buncombe

I, the undersigned Notary Public of the County and State aforesaid, certify that **GREGORY M. PHILLIPS** personally came before me this day and acknowledged that he is the member/manager of **MAYFAIR PARTNERS, LLC**, a North Carolina limited liability company, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 10 day of October, 2018.

My Commission Expires: 6/21/2023
Public
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Angelica Muchetti Notary

Notary's Printed or Typed Name
Angelica Muchetti



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018
SUBJECT: Comprehensive Land Use Plan Project – Staff Update
PRESENTER: Planning Director/Town Attorney
ATTACHMENTS: Project Overview

DESCRIPTION/SUMMARY OF REQUEST:

Staff wishes to express appreciation to the Mayor and Town Council for setting aside time on 13 November 2018 to talk about some of the important issues that will guide the development of the Comprehensive Land Use Plan Project.

The attached Project Overview shows the road map that staff will be using for the Project. Monthly updates will continue to be provided to the Mayor and Town Council. The Planning and Zoning Board has expressed interest and a willingness to provide assistance on this Project so they will be updated monthly as well.

COUNCIL ACTION REQUESTED:

No action requested at tonight's meeting.

**TOWN OF WEAVERVILLE
COMPREHENSIVE LAND USE PLAN PROJECT**

PROJECT OVERVIEW

PHASE	DESCRIPTION	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN
	Launch – Authorization to Proceed										
Phase I	Information/Data Gathering and Analysis										
	Governing Body Policy Discussions										
Phase II	Preliminary Draft of Plan										
Phase III	Community Review and Input										
Phase IV	Planning Board Review and Input										
	Governing Board Review and Input										
	Joint Meetings with Planning Board										
Phase V	Final Draft of Plan										
	Governing Body Review										
	Adoption										

PROJECT STAFF: James Eller, Planning Director
Jennifer Jackson, Town Attorney

PLAN DOCUMENTS CONSULTED: Weaverville Strategic Plan (2014-2017), Draft Weaverville Strategic Plan (2018+), Weaverville Comprehensive Land Use Plan (2012), Weaverville Parks and Recreation Master Plan (2018), Reems Creek Greenway Feasibility Study (2014), Weaverville Water System Plans, Metropolitan Sewerage District Plans, NC Statewide Transportation Improvement Plan (2018-2027)

RESOURCE AGENCIES: US Census Bureau, State of North Carolina, NCDOT Division 13, Buncombe County, Town of Weaverville, Land of Sky Regional Council, Metropolitan Sewerage District of Buncombe County, Asheville Redefines Transit, Mountain Mobility, Connect Buncombe

PLANNING & ZONING BOARD: Doug Theroux, Gary Burge, Catherine Cordell, Peter Stanz, Steve Warren, John Chase
2 (REVIEWING BOARD)

ANTICIPATED BUDGET: < \$3,000

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018

SUBJECT: Approval of Architect's Agreement for the Lake Louise Community Center Project

PRESENTER: Town Manager

ATTACHMENTS: Architect's Agreement with Attachments

DESCRIPTION/SUMMARY OF REQUEST:

At its meeting on 15 October 2018, Town Council's selected Legerton Architects, P.A. for the architect on the Lake Louise Community Center Project. Staff has worked with Legerton in negotiating a professional services agreement and recommends the attached agreement for Town Council's consideration and approval.

This agreement is based on the standard AIA agreement between architect and owner. It has been reviewed by the Town Manager, Town Attorney and Public Works Director and all believe it is a fair and just agreement that will provide for the architectural services necessary on the Community Center Project.

During the agreement review process the project budget was also reviewed, updated and incorporated into the agreement as Exhibit C. You will note that the overall cost noted on the budget is within \$5,000 of the preliminary budget. The architect's fees on the project are noted as 8% of the cost of work which is the industry standard. The timeline was also solidified with a projected substantial completion date of end of August 2020.

COUNCIL ACTION REQUESTED:

The Town Manager recommends approval of the agreement. The following motion can be used for that purpose:

I make a motion to approve the attached agreement for architectural services with Legerton Architects, P.A., for the Lake Louise Community Center Project and to authorize the Town Manager to execute the agreement and any other documents necessary to engage Legerton Architects, P.A., as the architects on this project.

AIA[®] Document B101[™] – 2017

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the Fourteenth day of November in the year Two Thousand Eighteen
(*In words, indicate day, month and year.*)

BETWEEN the Architect's client identified as the Owner:
(*Name, legal status, address and other information*)

Town of Weaverville
30 South Main Street
Weaverville, NC 28787

and the Architect:
(*Name, legal status, address and other information*)

Legerton Architecture, P.A.
21 North Liberty Street
Asheville, NC 28801

for the following Project:
(*Name, location and detailed description*)

Proposed Community Center for the Town of Weaverville
60 Lakeshore Drive, PIN # 9742-05-4473
Weaverville, NC 28787

See Exhibit A: Schematic Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture, for an initial description of this Project.

The Owner and Architect agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

See Exhibit A: Schematic Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

See Exhibit B: Boundary and Topographical Survey of Weaverville Community Center, dated March 15, 2018, by NC Survey, P.C.

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

See Exhibit C: Town of Weaverville Community Center Total Budget and "Cost of Work", dated November 7, 2018.

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

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.1 Design phase milestone dates, if any:

Schematic Design Phase – December 3, 2018 to January 24, 2019
Design Development Phase – January 25, 2019 to February 28, 2019
Construction Documents Phase – March 1, 2019 to May 23, 2019
Procurement (Bidding) Phase 1 – May 24, 2019 to June 27, 2019
Procurement (Contract Negotiations & Approval) Phase 2 – June 28, 2019 to August 28, 2019
Construction Phase – August 29, 2019 to August 28, 2020

.2 Construction commencement date:

August 29, 2019

.3 Substantial Completion date or dates:

August 28, 2020

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:
(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)

Public competitive bid process for a single prime general contract

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

The Owner's objective is to have a highly energy efficient building. LEED standards will be considered in the design phases. No additional sustainable objectives such as LEED certification are included in this project.

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representatives in accordance with Section 5.3:
(List name, address, and other contact information.)

Selena D. Coffey, MPA, ICMA-CM, Town Manager
and Dale Pennell, PE, Public Works Director
Town of Weaverville
P.O. Box 338
Weaverville, NC 28787

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:
(List name, address, and other contact information.)

§ 1.1.9 The Owner shall retain the following consultants and contractors:

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(List name, legal status, address, and other contact information.)

.1 Geotechnical Engineer:

Bunnell Lammons Engineering (BLE)
130 Oval Road
Suite 200
Arden, NC 28704

.2

(Paragraphs deleted)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address, and other contact information.)

John Legerton, AIA LEED AP BD+C
Legerton Architecture, P.A.
21 North Liberty Street
Asheville, NC 28801

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

Medlock & Associates Engineering, PA
Edward Medlock, PE
53 Asheland Avenue, Suite 101
Asheville, NC 28801

.2 Mechanical, Electrical, Plumbing and Fire Protection Engineers:

SUD Associates, P.A. Consulting Engineers
Jerome Hay, PE
Flat Iron Building, Suite 706
20 Battery Park Avenue

(Paragraphs deleted)

Asheville, NC 28801

§ 1.1.11.2 Consultants retained under Supplemental Services:

.1 Landscape Architects:

Sitework Studios, PLLC
Steven Lee Johnson, ASLA
352 Depot Street
Asheville, NC 28801

.2 Civil Engineers:

Civil Design Concepts. P.A.
Chris Day, PE
168 Patton Avenue
Asheville, NC 28801

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- .3 Cost Consultant:
Aiken Cost Consultants, Inc.
Brad Aiken, CPE
1010 East North Street, Suite C-2
Greenville, SC 29601

§ 1.1.12 Other Initial Information on which the Agreement is based:

Not applicable

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than Two million dollars (\$ 2,000,000) for each occurrence and Four million dollars (\$ 4,000,000) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two million dollars (\$ 2,000,000) per accident for bodily injury, death of any person, and

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property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.5.4 Workers' Compensation at statutory limits.

§ 2.5.5 Employers' Liability with policy limits not less than One hundred thousand (\$ 100,000) each accident, One hundred thousand (\$ 100,000) each employee, and Five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars (\$ 1,000,000) per claim and Two million dollars (\$ 2,000,000) in the aggregate.

§ 2.5.7 Additional Insured Obligations. To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.5.8 The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

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§ 3.1.5 The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 Schematic Design Phase Services

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall also facilitate one meeting with the Owner's representatives and representatives from the Dry Ridge Historical Museum to review the program requirements for the space for the Dry Ridge Historical Museum to be included in this project.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall also facilitate one public meeting with the Owner's representatives and Weaverville citizens to review the schematic designs.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, present these documents to the Weaverville Town Council, and request the Owner's approval.

§ 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and

other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. Additionally, the Architect shall provide as a Supplemental Service, a more detailed Design Development Phase estimate of the Cost of the Work as developed by Aiken Cost Consultants (see Section 4.1.1).

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 Procurement Phase Services

§ 3.5.1 General

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 Competitive Bidding

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

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§ 3.5.3 Negotiated Proposals

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 Construction Phase Services

§ 3.6.1 General

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 Evaluations of the Work

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 Certificates for Payment to Contractor

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information

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given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise

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specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)

Supplemental Services	Responsibility <i>(Architect, Owner, or not provided)</i>
§ 4.1.1.1 Programming	Not provided
§ 4.1.1.2 Multiple preliminary designs	Not provided
§ 4.1.1.3 Measured drawings	Not provided
§ 4.1.1.4 Existing facilities surveys	Not provided
§ 4.1.1.5 Site evaluation and planning	Architect
§ 4.1.1.6 Building Information Model management responsibilities	Not provided
§ 4.1.1.7 Development of Building Information Models for post construction use	Not provided
§ 4.1.1.8 Civil engineering	Architect
§ 4.1.1.9 Landscape design	Architect
§ 4.1.1.10 Architectural interior design	Not provided
§ 4.1.1.11 Value analysis	Not provided
§ 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3	Architect
§ 4.1.1.13 On-site project representation	Not provided
§ 4.1.1.14 Conformed documents for construction	Not provided
§ 4.1.1.15 As-designed record drawings	Architect
§ 4.1.1.16 As-constructed record drawings	Not provided
§ 4.1.1.17 Post-occupancy evaluation	Not provided
§ 4.1.1.18 Facility support services	Not provided
§ 4.1.1.19 Tenant-related services	Not provided
§ 4.1.1.20 Architect's coordination of the Owner's consultants	Not provided
§ 4.1.1.21 Telecommunications/data design	Owner/Architect
§ 4.1.1.22 Security evaluation and planning	Owner/Architect
§ 4.1.1.23 Commissioning	Not provided
§ 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3	Not provided
§ 4.1.1.25 Fast-track design services	Not provided
§ 4.1.1.26 Multiple bid packages	Not provided
§ 4.1.1.27 Historic preservation	Not provided
§ 4.1.1.28 Furniture, furnishings, and equipment design	Not provided
§ 4.1.1.29 Other services provided by specialty Consultants	Kitchen Consultant provided by the Architect
§ 4.1.1.30 Other Supplemental Services	Not provided

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)

§ 4.1.1.5 – Site evaluation and planning services – Site evaluation and planning services shall be provided by the Civil Engineer and the Landscape Architect and these services are provided by the Architect as Additional Services (see § 4.1.1.8 and § 4.1.1.9 below).

§ 4.1.1.8 - Civil engineering – Civil Engineering services for this project shall be provided by the Architect as Additional Services.

§ 4.1.1.9 – Landscape Design – Landscape Architectural services for this project shall be provided by the Architect as Additional Services.

§ 4.1.1.12 – Detailed cost estimating beyond that required in Section 6.3 – The Architect shall provide a more detailed Design Development Phase estimate of the Cost of the Work as developed by Aiken Cost Consultants in the Design Development Phase of the Project.

§ 4.1.1.15 – As-designed record drawings – At the end of the Project, the Architect shall provide an electronic set of As-designed record drawings to the Owner and this work is included in the Architect's Basic Services.

§ 4.1.1.21 – Telecommunications/data design – Basic Telecommunications/data design services (raceway and terminal devices locations/specifications) for this project shall be provided by the Architect's Electrical consulting engineer and these services are included in the Architect's Basic Services. The Owner shall provide to the Architect, in writing, a detailed list of equipment information and requirements and identify desired locations for phone and data connections for any special equipment required by the Owner to be placed in this facility.

§ 4.1.1.22 – Security evaluation and planning – Basic Security design services (raceway and terminal devices locations/specifications) for this project shall be provided by the Architect's Electrical consulting engineer and these services are included in the Architect's Basic Services. The Owner shall provide to the Architect, in writing, a detailed list of equipment information and requirements and identify desired locations for security equipment connections for any special equipment required by the Owner to be placed in this facility.

§ 4.1.1.29 – Other services provided by specialty Consultants: Kitchen Consultants – The Architect shall provide the services of a Kitchen Consultant, to be approved by the Owner, for the layout design and specifications for the kitchen equipment for this project.

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

§ 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

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§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and

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Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

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§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;

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- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

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ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which shall be conducted according to North Carolina Rules of Mediated Settlement Conferences in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

Init.

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which shall be conducted according to the North Carolina Arbitration Act in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Architect's agreement to arbitrate with Owner shall not be construed as Architect's agreement to arbitrate with any third party unless Architect specifically consents thereto in writing.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1

§ 8.3.4.2

§ 8.3.4.3

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

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§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

To be negotiated at the time of Termination

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

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§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

.1 Stipulated Sum
(Insert amount)

.2 Percentage Basis
(Insert percentage value)

Eight (8.0) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

.3 Other
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

§ 11.2.1 – Site evaluation and planning services – Site evaluation and planning services shall be provided by the Civil Engineer and the Landscape Architect and these services are provided by the Architect as Additional Services (see § 11.2.2 and § 11.2.3 below).

§11.2.2 - Civil Engineering – Civil Engineering services for this project shall be provided by the Architect as Additional Services as per § 4.2. The Civil Engineering Basic Services fee for the Schematic Design Phase shall be compensated as per § 11.3 below. At the end of the Schematic Design Phase, the Civil Engineer shall submit a proposal for their Basic Services fees for the Design Development Phase, Construction Documents Phase, Procurement Phase, and Construction Phase, to be reviewed, negotiated as required, and approved by the Owner.

Any additional Civil Engineering services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

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§ 11.2.3 – Landscape Design – Landscape Architectural services for this project shall be provided by the Architect as Additional Services as per § 4.2. The Landscape Architectural Basic Services fee for the Schematic Design Phase shall be compensated as per § 11.3 below. At the end of the Schematic Design Phase, the Landscape Architect shall submit a proposal for their Basic Services fees for the Design Development Phase, Construction Documents Phase, Procurement Phase, and Construction Phase, to be reviewed, negotiated as required, and approved by the Owner.

Any additional Landscape Architectural services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

§ 11.2.4 – Detailed Cost Estimate Services – The Architect shall submit a more detailed Design Development Phase estimate of the Cost of the Work as provided by Aiken Cost Consultants during the Design Development Phase of the Project. Aiken Cost Consultants’ fees for this work shall be Two Thousand Five Hundred Sixty dollars (\$2,560.00) and provided as per the additional information included in Attachment E.

Any additional detailed cost estimating services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

§ 11.2.5 – As-designed record drawings – At the end of the Project, the Architect shall provide an electronic set of As-designed record drawings to the Owner and this work is included in the compensation for the Architect’s Basic Services.

§ 11.2.6 – Telecommunications/data design – Basic Telecommunications/data design services (only raceway and terminal devices locations/specifications) for this project shall be provided by the Architect’s Electrical consulting engineer and included in the Architect’s Basic Services.

§ 11.2.7 – Security planning design – Basic Security design services (only raceway and terminal devices locations/specifications) for this project shall be provided by the Architect’s Electrical consulting engineer and included in the Architect’s Basic Services.

§ 11.2.8 – Supplemental Services: Other services provided by specialty Consultants: Kitchen Consultants – The Architect shall provide the services of a Kitchen Consultant, to be approved by the Owner, for the layout design and specifications for the kitchen equipment for this project as Additional Services as per § 11.4 below.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation.)

Compensation for Additional Services shall be based on the hourly billing rates as set forth in Exhibit D – Hourly Billing Rates of the Architect and Architect’s Consultants.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus Five percent (5.0 %), or as follows:
(Insert amount of, or basis for computing, Architect’s consultants’ compensation for Supplemental or Additional Services.)

Compensation for Additional Services of the Architect’s Consultants shall be based on the hourly billing rates as set forth in Exhibit D – Hourly Billing Rates of the Architect and Architect’s Consultants.

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

Schematic Design Phase	Twenty	percent (20	%)
Design Development Phase	Fifteen	percent (15	%)
Construction Documents Phase	Forty	percent (40	%)

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Procurement Phase	Five	percent (5	%)
Construction Phase	Twenty	percent (20	%)
<hr/>				
Total Basic Compensation	one hundred	percent (100	%)

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices. *(If applicable, attach an exhibit of hourly billing rates or insert them below.)*

See Exhibit D – Hourly Billing Rates of the Architect and Architect's Consultants.

Employee or Category	Rate (\$0.00)
----------------------	---------------

§ 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;
- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus Five percent (5.0 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)

Init.

§ 11.10 Payments to the Architect

§ 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of Five thousand (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of (\$) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

§ 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable within Fifteen (15) days of presentation of the Architect's invoice. Amounts unpaid Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

Ten % 10.0%

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

(Include other terms and conditions applicable to this Agreement.)

§ 12.1 Neither the Professional Activities of the Architect nor the presence of Architect's employees or consultants on site shall relieve the Contractor of its duties, obligations and responsibilities, including but not limited to, construction means, methods, sequence, scheduling, techniques or procedures necessary for performing, superintending, quality controlling and coordinating the work with the Contract Documents, by health and safety agencies or required by customary prudent practices. Except as specifically required elsewhere in this Agreement, the Architect and the Architect's consultants shall have no authority to exercise any control over contractors or construction issues with respect to health and safety measures. The Owner agrees that Contractor is solely responsible for means and methods and jobsite safety and agrees that the parties shall endeavor to make this intent evidence in the Owner's agreement with the Contractor.

§ 12.2 The Parties agree that neither shall be in default of any contractual requirement or shall be liable for delay or losses when same are caused by events beyond the parties' control and without its negligence.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™-2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this agreement.)

Init.

.3 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this agreement.)

Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Schematic Design Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture, P.A.

Exhibit B: Boundary and Topographical Survey of the Weaverville Community Center, dated March 15, 2018, by NC Survey, P.C.

Exhibit C: Town of Weaverville Community Center Total Budget and "Cost of Work" dated November 7, 2018.

Exhibit D: Hourly Billing Rates of the Architect and Architect's Consultants, dated November 12, 2018.

Exhibit E: Aiken Cost Consultants' letter to Legerton Architecture, dated November 12, 2018.

.4 Other documents:
(List other documents, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

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

(Printed name and title)

ARCHITECT *(Signature)*

John Legerton, AIA LEED AP BD+C, President

(Printed name, title, and license number, if required)

Init.

Additions and Deletions Report for AIA® Document B101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

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PAGE 1

AGREEMENT made as of the Fourteenth day of November in the year Two Thousand Eighteen

...

Town of Weaverville
30 South Main Street
Weaverville, NC 28787

...

Legerton Architecture, P.A.
21 North Liberty Street
Asheville, NC 28801

...

Proposed Community Center for the Town of Weaverville
60 Lakeshore Drive, PIN # 9742-05-4473
Weaverville, NC 28787

See Exhibit A: Schematic Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture, for an initial description of this Project.

PAGE 2

See Exhibit A: Schematic Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture.

...

See Exhibit B: Boundary and Topographical Survey of Weaverville Community Center, dated March 15, 2018, by NC Survey, P.C.

...

See Exhibit C: Town of Weaverville Community Center Total Budget and "Cost of Work", dated November 7, 2018.

PAGE 3

Schematic Design Phase – December 3, 2018 to January 24, 2019
Design Development Phase – January 25, 2019 to February 28, 2019
Construction Documents Phase – March 1, 2019 to May 23, 2019
Procurement (Bidding) Phase 1 – May 24, 2019 to June 27, 2019
Procurement (Contract Negotiations & Approval) Phase 2 – June 28, 2019 to August 28, 2019

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Construction Phase – August 29, 2019 to August 28, 2020

August 29, 2019

...

August 28, 2020

...

Public competitive bid process for a single prime general contract

...

The Owner's objective is to have a highly energy efficient building. LEED standards will be considered in the design phases. No additional sustainable objectives such as LEED certification are included in this project.

...

§ 1.1.7 The Owner identifies the following ~~representative~~ representatives in accordance with Section 5.3:

...

Selena D. Coffey, MPA, ICMA-CM, Town Manager
and Dale Pennell, PE, Public Works Director

Town of Weaverville

P.O. Box 338

Weaverville, NC 28787

PAGE 4

Bunnell Lammons Engineering (BLE)

130 Oval Road

Suite 200

Arden, NC 28704

.2 Civil Engineer:

.3 — Other, if any:

— (List any other consultants and contractors retained by the Owner.)

...

John Legerton, AIA LEED AP BD+C

Legerton Architecture, P.A.

21 North Liberty Street

Asheville, NC 28801

...

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Medlock & Associates Engineering, PA
Edward Medlock, PE
53 Asheland Avenue, Suite 101
Asheville, NC 28801

~~.2~~ Mechanical Engineer, 2 Mechanical, Electrical, Plumbing and Fire Protection Engineers:

SUD Associates, P.A. Consulting Engineers
Jerome Hay, PE
Flat Iron Building, Suite 706
20 Battery Park Avenue

~~.3~~ Electrical Engineer:

Asheville, NC 28801

...

.1 Landscape Architects:

Sitework Studios, PLLC
Steven Lee Johnson, ASLA
352 Depot Street
Asheville, NC 28801

.2 Civil Engineers:

Civil Design Concepts, P.A.
Chris Day, PE
168 Patton Avenue
Asheville, NC 28801

.3 Cost Consultant:

Aiken Cost Consultants, Inc.
Brad Aiken, CPE
1010 East North Street, Suite C-2
Greenville, SC 29601

PAGE 5

Not applicable

...

§ 2.5.1 Commercial General Liability with policy limits of not less than Two million dollars (\$ 2,000,000.) for each occurrence and Four million dollars (\$ 4,000,000.) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than Two million dollars (\$ 2,000,000.) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

PAGE 6

§ 2.5.5 Employers' Liability with policy limits not less than ~~(\$) each accident, (\$) each employee, and (\$)~~ One hundred thousand (\$ 100,000) each accident, One hundred thousand (\$ 100,000) each employee, and Five hundred thousand (\$ 500,000) policy limit.

§ 2.5.6 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than One million dollars (\$ 1,000,000) per claim and Two million dollars (\$ 2,000,000) in the aggregate.

PAGE 7

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. The Architect shall also facilitate one meeting with the Owner's representatives and representatives from the Dry Ridge Historical Museum to review the program requirements for the space for the Dry Ridge Historical Museum to be included in this project.

...

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing. The Architect shall also facilitate one public meeting with the Owner's representatives and Weaverville citizens to review the schematic designs.

...

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, present these documents to the Weaverville Town Council, and request the Owner's approval.

PAGE 8

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3. Additionally, the Architect shall provide as a Supplemental Service, a more detailed Design Development Phase estimate of the Cost of the Work as developed by Aiken Cost Consultants (see Section 4.1.1).

PAGE 12

§ 4.1.1.1	Programming	<u>Not provided</u>
§ 4.1.1.2	Multiple preliminary designs	<u>Not provided</u>
§ 4.1.1.3	Measured drawings	<u>Not provided</u>
§ 4.1.1.4	Existing facilities surveys	<u>Not provided</u>
§ 4.1.1.5	Site evaluation and planning	<u>Architect</u>
§ 4.1.1.6	Building Information Model management responsibilities	<u>Not provided</u>
§ 4.1.1.7	Development of Building Information Models for post construction use	<u>Not provided</u>
§ 4.1.1.8	Civil engineering	<u>Architect</u>
§ 4.1.1.9	Landscape design	<u>Architect</u>
§ 4.1.1.10	Architectural interior design	<u>Not provided</u>
§ 4.1.1.11	Value analysis	<u>Not provided</u>
§ 4.1.1.12	Detailed cost estimating beyond that required in Section 6.3	<u>Architect</u>
§ 4.1.1.13	On-site project representation	<u>Not provided</u>
§ 4.1.1.14	Conformed documents for construction	<u>Not provided</u>
§ 4.1.1.15	As-designed record drawings	<u>Architect</u>

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User Notes:

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§ 4.1.1.16	As-constructed record drawings	<u>Not provided</u>
§ 4.1.1.17	Post-occupancy evaluation	<u>Not provided</u>
§ 4.1.1.18	Facility support services	<u>Not provided</u>
§ 4.1.1.19	Tenant-related services	<u>Not provided</u>
§ 4.1.1.20	Architect's coordination of the Owner's consultants	<u>Not provided</u>
§ 4.1.1.21	Telecommunications/data design	<u>Owner/Architect</u>
§ 4.1.1.22	Security evaluation and planning	<u>Owner/Architect</u>
§ 4.1.1.23	Commissioning	<u>Not provided</u>
§ 4.1.1.24	Sustainable Project Services pursuant to Section 4.1.3	<u>Not provided</u>
§ 4.1.1.25	Fast-track design services	<u>Not provided</u>
§ 4.1.1.26	Multiple bid packages	<u>Not provided</u>
§ 4.1.1.27	Historic preservation	<u>Not provided</u>
§ 4.1.1.28	Furniture, furnishings, and equipment design	<u>Not provided</u>
§ 4.1.1.29	Other services provided by specialty Consultants	<u>Kitchen Consultant provided by the Architect</u>
§ 4.1.1.30	Other Supplemental Services	<u>Not provided</u>

PAGE 13

§ 4.1.1.5 – Site evaluation and planning services – Site evaluation and planning services shall be provided by the Civil Engineer and the Landscape Architect and these services are provided by the Architect as Additional Services (see § 4.1.1.8 and § 4.1.1.9 below).

§ 4.1.1.8 - Civil engineering – Civil Engineering services for this project shall be provided by the Architect as Additional Services.

§ 4.1.1.9 – Landscape Design – Landscape Architectural services for this project shall be provided by the Architect as Additional Services.

§ 4.1.1.12 – Detailed cost estimating beyond that required in Section 6.3 – The Architect shall provide a more detailed Design Development Phase estimate of the Cost of the Work as developed by Aiken Cost Consultants in the Design Development Phase of the Project.

§ 4.1.1.15 – As-designed record drawings – At the end of the Project, the Architect shall provide an electronic set of As-designed record drawings to the Owner and this work is included in the Architect's Basic Services.

§ 4.1.1.21 – Telecommunications/data design – Basic Telecommunications/data design services (raceway and terminal devices locations/specifications) for this project shall be provided by the Architect's Electrical consulting engineer and these services are included in the Architect's Basic Services. The Owner shall provide to the Architect, in writing, a detailed list of equipment information and requirements and identify desired locations for phone and data connections for any special equipment required by the Owner to be placed in this facility.

§ 4.1.1.22 – Security evaluation and planning – Basic Security design services (raceway and terminal devices locations/specifications) for this project shall be provided by the Architect's Electrical consulting engineer and these services are included in the Architect's Basic Services. The Owner shall provide to the Architect, in writing, a detailed list of equipment information and requirements and identify desired locations for security equipment connections for any special equipment required by the Owner to be placed in this facility.

§ 4.1.1.29 – Other services provided by specialty Consultants: Kitchen Consultants – The Architect shall provide the services of a Kitchen Consultant, to be approved by the Owner, for the layout design and specifications for the kitchen equipment for this project.

PAGE 14

- .1 Three (3) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 Twenty-four (24) visits to the site by the Architect during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 Two (2) inspections for any portion of the Work to determine final completion.

PAGE 15

§ 4.2.5 If the services covered by this Agreement have not been completed within Twenty-four (24) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

PAGE 18

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures which shall be conducted according to North Carolina Rules of Mediated Settlement Conferences in effect on the date of this Agreement.~~ A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

...

Litigation in a court of competent jurisdiction

PAGE 19

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, ~~which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in which shall be conducted according to the North Carolina Arbitration Act in effect on the date of this Agreement.~~ A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration. Architect's agreement to arbitrate with Owner shall not be construed as Architect's agreement to arbitrate with any third party unless Architect specifically consents thereto in writing.

...

§ 8.3.2 The foregoing agreement to arbitrate, ~~and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement,~~ shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

...

§ 8.3.4.1 ~~Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).~~

§ 8.3.4.2 ~~Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.~~

~~§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.~~

PAGE 20

To be negotiated at the time of Termination

...

~~§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3 located.~~

...

~~§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment other.~~

PAGE 21

Eight (8.0) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

...

§ 11.2.1 – Site evaluation and planning services – Site evaluation and planning services shall be provided by the Civil Engineer and the Landscape Architect and these services are provided by the Architect as Additional Services (see § 11.2.2 and § 11.2.3 below).

§11.2.2 - Civil Engineering – Civil Engineering services for this project shall be provided by the Architect as Additional Services as per § 4.2. The Civil Engineering Basic Services fee for the Schematic Design Phase shall be compensated as per § 11.3 below. At the end of the Schematic Design Phase, the Civil Engineer shall submit a proposal for their Basic Services fees for the Design Development Phase, Construction Documents Phase, Procurement Phase, and Construction Phase, to be reviewed, negotiated as required, and approved by the Owner.

Any additional Civil Engineering services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

§ 11.2.3 – Landscape Design – Landscape Architectural services for this project shall be provided by the Architect as Additional Services as per § 4.2. The Landscape Architectural Basic Services fee for the Schematic Design Phase shall be compensated as per § 11.3 below. At the end of the Schematic Design Phase, the Landscape Architect shall submit a proposal for their Basic Services fees for the Design Development Phase, Construction Documents Phase, Procurement Phase, and Construction Phase, to be reviewed, negotiated as required, and approved by the Owner.

Any additional Landscape Architectural services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

§ 11.2.4 – Detailed Cost Estimate Services – The Architect shall submit a more detailed Design Development Phase estimate of the Cost of the Work as provided by Aiken Cost Consultants during the Design Development Phase of the Project. Aiken Cost Consultants' fees for this work shall be Two Thousand Five Hundred Sixty dollars (\$2,560.00) and provided as per the additional information included in Attachment E.

Any additional detailed cost estimating services required for this Project and approved by the Owner shall be compensated as per § 11.4 below.

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§ 11.2.5 – As-designed record drawings – At the end of the Project, the Architect shall provide an electronic set of As-designed record drawings to the Owner and this work is included in the compensation for the Architect’s Basic Services.

§ 11.2.6 – Telecommunications/data design – Basic Telecommunications/data design services (only raceway and terminal devices locations/specifications) for this project shall be provided by the Architect’s Electrical consulting engineer and included in the Architect’s Basic Services.

§ 11.2.7 – Security planning design – Basic Security design services (only raceway and terminal devices locations/specifications) for this project shall be provided by the Architect’s Electrical consulting engineer and included in the Architect’s Basic Services.

§ 11.2.8 – Supplemental Services: Other services provided by specialty Consultants: Kitchen Consultants – The Architect shall provide the services of a Kitchen Consultant, to be approved by the Owner, for the layout design and specifications for the kitchen equipment for this project as Additional Services as per § 11.4 below.

PAGE 22

Compensation for Additional Services shall be based on the hourly billing rates as set forth in Exhibit D – Hourly Billing Rates of the Architect and Architect’s Consultants.

§ 11.4 Compensation for Supplemental and Additional Services of the Architect’s consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus ~~percent~~ (Five percent (5.0 %)), or as follows:

...

Compensation for Additional Services of the Architect’s Consultants shall be based on the hourly billing rates as set forth in Exhibit D – Hourly Billing Rates of the Architect and Architect’s Consultants.

...

Schematic Design Phase	<u>Twenty</u>	percent (<u>20</u>	%)
Design Development Phase	<u>Fifteen</u>	percent (<u>15</u>	%)
Construction Documents Phase	<u>Forty</u>	percent (<u>40</u>	%)
Procurement Phase	<u>Five</u>	percent (<u>5</u>	%)
Construction Phase	<u>Twenty</u>	percent (<u>20</u>	%)

PAGE 23

See Exhibit D – Hourly Billing Rates of the Architect and Architect’s Consultants.

...

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus ~~percent~~ (Five percent (5.0 %)) of the expenses incurred.

PAGE 24

§ 11.10.1.1 An initial payment of Five thousand (\$ 5,000.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner’s account in the final invoice.

...

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable ~~upon~~ within Fifteen (15) days of presentation of the Architect’s invoice. Amounts unpaid (~~—~~) Thirty (30) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

...

Ten % 10.0%

...

§ 12.1 Neither the Professional Activities of the Architect nor the presence of Architect's employees or consultants on site shall relieve the Contractor of its duties, obligations and responsibilities, including but not limited to, construction means, methods, sequence, scheduling, techniques or procedures necessary for performing, superintending, quality controlling and coordinating the work with the Contract Documents, by health and safety agencies or required by customary prudent practices. Except as specifically required elsewhere in this Agreement, the Architect and the Architect's consultants shall have no authority to exercise any control over contractors or construction issues with respect to health and safety measures. The Owner agrees that Contractor is solely responsible for means and methods and jobsite safety and agrees that the parties shall endeavor to make this intent evidence in the Owner's agreement with the Contractor.

§ 12.2 The Parties agree that neither shall be in default of any contractual requirement or shall be liable for delay or losses when same are caused by events beyond the parties' control and without its negligence.

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[X] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)

Exhibit A: Schematic Design Floor Plan for the Weaverville Community Center, dated May 27, 2018, by Legerton Architecture, P.A.

Exhibit B: Boundary and Topographical Survey of the Weaverville Community Center, dated March 15, 2018, by NC Survey, P.C.

Exhibit C: Town of Weaverville Community Center Total Budget and "Cost of Work" dated November 7, 2018.

Exhibit D: Hourly Billing Rates of the Architect and Architect's Consultants, dated November 12, 2018.

Exhibit E: Aiken Cost Consultants' letter to Legerton Architecture, dated November 12, 2018.

...

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

John Legerton, AIA LEED AP BD+C, President

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, John Legerton, AIA LEED AP BD+C, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:20:44 ET on 11/13/2018 under Order No. 8198060584 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2017, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

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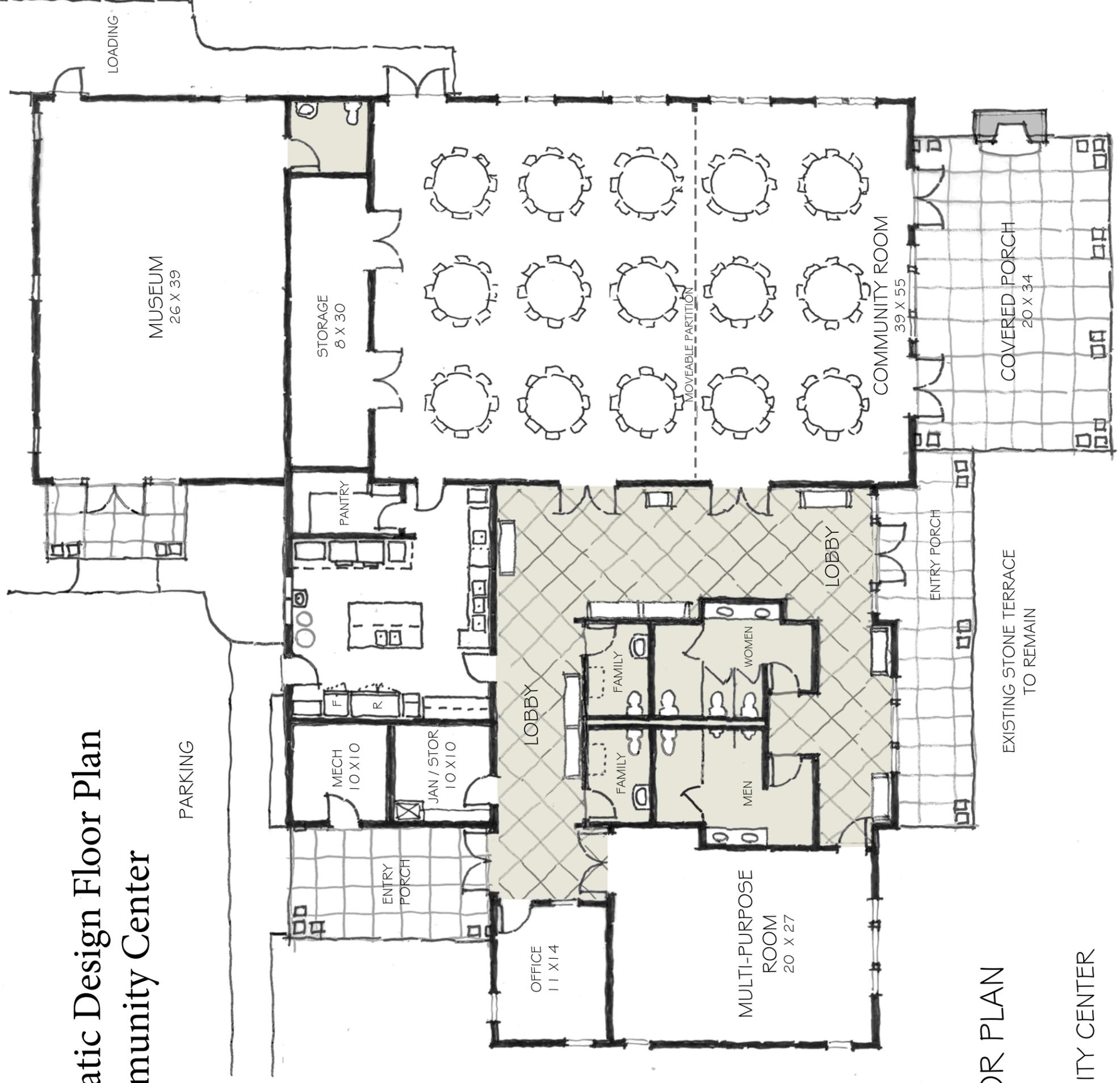
User Notes:

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Exhibit A: Schematic Design Floor Plan Weaver ville Community Center

May 27, 2018

PARKING



SCHEMATIC FLOOR PLAN



WEAVERVILLE COMMUNITY CENTER
27 MAY 2018

Exhibit C: Town of Weaverville Community Center Total Budget and "Cost of Work"

11/07/2018 (revision of 6/4/2018)

Item No.	Construction Item Description	Quantity	Unit	Unit Cost	Total
1	Clearing and grubbing of wooded and grassed areas	0.9	Acres (AC)	\$7,000	\$6,300
2	Pavement demolition and disposal	2300	Square Yards (SY)	\$3	\$6,900
3	Install and maintain erosion control measures (silt fencing, mud mat, sediment basins, inlet protection, etc.)	1	LS	\$15,000	\$15,000
4	Grading of site to add additional parking spaces, move north slope, fill in area below drive	4,200	Cubic Yards (CY)	\$20	\$84,000
5	Storm water piping (10 catch basins, 400 LF of 18" and 24" aluminized pipe, 200 LF of 8" roof leaders, 1 endwall)	1	LS	\$49,500	\$49,500
6	Storm water treatment, including pond with forebay and outlet structure, aqueous plantings, fencing, gate, access road	1	LS	\$27,000	\$27,000
7	Utility extensions to building, including water, sewer, power, gas, phone, IT	6	Each (EA)	\$3,000	\$18,000
8	Concrete curb & gutter, including ABC stone	650	LF	\$20	\$13,000
9	Concrete sidewalk withinsite and 160 LF along Lake Louise Drive including ABC stone	180	SY	\$35	\$6,300
10	ABC stone under pavement	1,400	Ton (TN)	\$25	\$35,000
11	Asphalt paving	340	TN	\$125	\$42,500
12	Pavement striping	1	LS	\$2,500	\$2,500
13	Landscaping of islands and around building	1	LS	\$20,000	\$20,000
14	Grassing of disturbed areas	1	LS	\$4,000	\$4,000
15	Decorative entry patio area	1	LS	\$12,000	\$12,000
16	Restoration of existing rock patio and steps to lake	1	LS	\$14,000	\$14,000

17	Site Lighting	1	LS	\$5,000	\$5,000
18	Entry signage and landscaping	1	LS	\$4,000	\$4,000
19	Commercial Kitchen Appliances and Fixtures	1	LS	\$50,000	\$50,000
20	IT system for WiFi	1	LS	\$20,000	\$20,000
21	Security System with cameras and card readers for doors	1	LS	\$39,000	\$39,000
22	Community Room Dividing Curtain	1	LS	\$16,000	\$16,000
23	Office and Porch Furniture	1	LS	\$20,000	\$20,000
24	Museum Furniture	1	LS	\$25,000	\$25,000
25	Museum Display Cases for Lobby Area	1	LS	\$15,000	\$15,000
26	Folding tables and chairs with rolling storage racks	1	LS	\$21,000	\$21,000
27	Architect's Cost Opinion (HIGH Building option)	1	LS	\$1,610,020	\$1,610,020
	"COST OF THE WORK"				\$2,181,020
	"OWNER'S ITEMS"				
A	Soil Borings (12)				\$6,000
B	Landscaping Architect Fee based on 2% of items 1-18				\$7,300
C	Civil Engineering Fee based on 6% of items 1-18				\$21,900
D	Permit Fees (erosion, storm water, bond)				\$9,600
E	Architectural Fees based on 8% of "Cost of the Work"				\$174,482
F	Architectural's Reimbursible Expense (estimate)				\$5,000
G	10% Contingency on items 1-26 (note: Item 27 from Architect already contains 10% contingency)				\$57,100
	"OWNER'S ITEMS"				\$281,382
	TOTAL BUDGET INCLUDING "COST OF THE WORK" AND "OWNER'S ITEMS"				\$2,462,402
					VS
	6/4/18 original estimate				\$2,457,120

Exhibit D: Hourly Rates of the Architect and the Architect's Consultants

November 12, 2018

Page 1 of 2

Legerton Architecture, P.A.

Principal Architect:	\$ 140.00/hr.
Project Manager:	\$ 120.00/hr.
Project Architect:	\$ 110.00/hr.
Architectural Designer I:	\$ 95.00/hr.
Architectural Designer II:	\$ 85.00/hr.
Architectural Designer III:	\$ 75.00/hr.
Administrative:	\$ 45.00/hr.

Medlock & Associates Engineering, P.A. (Structural Engineering)

Senior Engineer:	\$ 165.00/hr.
Project Engineer:	\$ 125.00/hr.
Revit Drafting/Design I:	\$ 125.00/hr.
Engineer:	\$ 100.00/hr.
Revit Drafting/Design II:	\$ 100.00/hr.
Project Manager:	\$ 100.00/hr.
Professional Associate:	\$ 85.00/hr.
CADD/Field Technician:	\$ 75.00/hr.
Technician II:	\$ 75.00/hr.
Administrative:	\$ 45.00/hr.

Sud Associates, P.A. (Mechanical-Electrical-Plumbing & Fire Protection)

Owner/Partner	\$ 182.00/hr.
Principal Engineer	\$ 168.00/hr.
Registered Engineers	\$ 149.00/hr.
Project Managers/Senior Designers	\$ 121.00/hr.
Designers	\$ 104.00/hr.
Technicians/Drafting	\$ 86.00/hr.
Administrative	\$ 66.00/hr.
Secretarial	\$ 55.00/hr.

Civil Design Concepts, P.A. (Civil Engineers)

Principal Engineer:	\$ 140.00/hr.
Senior Project Engineer:	\$ 125.00/hr.
Associate Project Engineer.....	\$ 100.00/hr.
Construction Administrator.....	\$ 100.00/hr.
Senior Engineering Technician:	\$ 95.00/hr.
Contract Administrator:	\$ 90.00/hr.
Civil Engineer Technician:	\$ 80.00/hr.
CAD Technician:	\$ 70.00/hr.
Construction Inspector:	\$ 60.00/hr.
Office Administrator:	\$ 40.00/hr.

Exhibit D: Hourly Rates of the Architect and the Architect's Consultants

November 12, 2018

Page 2 of 2

Sitework Studios, PLLC (Landscape Architect)

Principal Landscape Architect:	\$ 135.00/hr.
Senior Associate:	\$ 115.00/hr.
Senior Landscape Architect:	\$ 100.00/hr.
Staff Landscape Architect:	\$ 85.00/hr.
Land Planner:	\$ 70.00/hr.
Administrative:	\$ 40.00/hr.

Aiken Cost Consultants, Inc. (Construction Cost Estimating Consultant)

Estimator:	\$ 80.00/hr.
------------------	--------------

Exhibit E: Aiken Cost Consultants' letter to Legerton Architecture dated November 12, 2018



Aiken Cost Consultants, Inc.
19 W. Stone Avenue
Greenville, SC 29609
www.AikenCost.com
Phone (864) 232-9342 Fax 233-2573

November 12, 2018

Mr. Mitchel Sorin, AIA, LEED AP
Project Manager
Legerton Architecture, P.A.
21 North Liberty Street
Asheville, NC 28801

Subject: Design Development Phase Cost Estimating Services for
Community Center
Weaverville, NC

Dear Mr. Sorin,

Thank you for this opportunity to provide a proposal for Design Development Phase cost estimating services for the new Weaverville Community Center. With your approval, we will accomplish our estimates in the *ACC Progressive* system. *ACC Progressive* follows a logical building systems work breakdown structure format, includes all mark-ups, and is easy to read and understand by both technical and non-technical users. It was developed specifically to simplify review and analysis of building and site work systems for commercial and institutional projects.

Based on the drawings, outline specifications and other information provided by the Legerton Architecture design team, ACC will prepare a detailed estimate that breaks the building and site work down into specific assemblies and equipment. This estimate can be used to analyze the cost of each component of the work within each system, to develop some design alternates for consideration, and to value engineer the project if necessary. Pricing will be specifically for the Weaverville/Asheville area and current bidding climate. For maximum accuracy ACC estimators will contact local vendors for budget quotations on the most expensive or unique portions of the project.

Our total fee for this estimate will be Two Thousand Five Hundred Sixty dollars (\$2,560.00). As your cost estimator Aiken Cost Consultants will also be available to the design team for comparative cost analyses, and other miscellaneous cost consultations at a rate of \$80/hr. Charges for meetings outside of our office (if required) will be on a Time and Expense basis, and will be subject to your prior approval.

We feel that the city of Weaverville and the Legerton Architecture design team will both benefit by having Aiken Cost Consultants involved in the project. However, because we have no control over contracting methods, General or Subcontractor overhead and profit percentages, bidding climates, schedules, continuing design modifications or addenda, etc., we cannot guarantee that the bids received will be within a certain range of our estimates. Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. Aiken Cost Consultants limits our liability for any and all claims, losses or damages to the total fees paid to us for our services rendered on this project.

Thank you again for this opportunity. Please let us know if this proposal is acceptable, by signing it and returning a copy for our file. We will need approximately two weeks for our work at this phase.

Sincerely,

Aiken Cost Consultants, Inc.

A handwritten signature in blue ink, appearing to read 'Bradley H. Aiken', written in a cursive style.

Bradley H. Aiken, CPE

Proposal Accepted,

Legerton Architecture, PA

Mitchel Sorin, AIA, LEED AP

Date:



Town Manager's Report

Selena D. Coffey, MPA, ICMA-CM

November 2018

- A. Recruitment of Police Chief:** As you're aware, Chief Wyatt will be retiring at calendar year end. I have initiated the recruitment process, having posted the position with the NC League of Municipalities, the NC city-county managers listserv, Indeed.com, local newspapers, Town's website, etc. As of Thursday, I have received 14 applications. I will be providing additional information during the meeting.
- B. Parking at Churches:** Public Works has now completed the yellow striping at the Presbyterian and Methodist Churches. They also created a mulch path from the Methodist Parking lot to the rear alley serving Dr. Bollinger's dentist office and the Creperie. In his last conversation with these churches, they told our Public Works Director that they did not want any signage.
- C. Employee CPR Training & Certification:** As reported in last month's Manager's report, we have had 31 employees now trained and certified in CPR from Administration, Public Works, Water Services and Police. Obviously, our Fire Department has had this training well before now. I wish to thank our employees who voluntarily took this training.
- D. Volunteer Appreciation Dinner:** To date, we have 40 registrants for our Volunteer Appreciation Dinner, which will be held on Wednesday, November 28 at Town Hall in the Community Room. If you have not yet registered, please respond to the email that you received 2 weeks ago or let me know if you and a guest are attending and I will register you for the dinner.
- E. Christmas Parade:** The Town's Christmas Parade is Saturday, December 1 at 1pm. I will be getting Town Council's candy for you to throw out during the parade.
- F. Employee Christmas Dinner:** The Employee Christmas Dinner is scheduled for Monday, December 3 at 6pm. Please make sure to let staff know if you will be in attendance for the dinner.

I would like to extend my gratitude during this season of Thanksgiving, for the opportunity to serve the Town, its citizens and visitors and the Mayor and Town Council. I am thankful for a wonderful team!

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018
SUBJECT: FY 2017-2018 Audit Presentation
PRESENTER: Finance Officer/Travis Kever
ATTACHMENTS: NC Financial Condition Analysis
Gould Killian's PowerPoint Slides (Audit Summary)

DESCRIPTION/SUMMARY OF REQUEST:

The annual audit for the Town Fiscal Year 2017-2018 has been completed.

Tonya Dozier will be at tonight's meeting to provide an overview of the Town's finances and to introduce Travis Kever who was Gould Killian's principal in charge of the Town's audit.

Mr. Kever will present his findings and be available to answer questions that Town Council may have concerning the FY 2017-2018 audit.

North Carolina Financial Condition Analysis

Key: WEAVERVILLE

■ Benchmark

—

Benchmark peers selected:

BLACK MOUNTAIN, BILTMORE FOREST,
CANTON, FRANKLIN, WILKESBORO

Report Generation: 11/13/2018 4:57:17 PM

General Fund

Resource Flow

Service Obligation

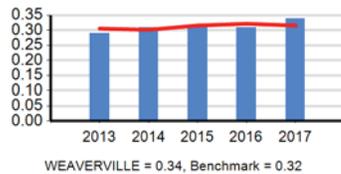
Operations ratio



Service obligation measures whether or not a government's annual revenues were sufficient to pay for annual operations. The operations ratio is calculated as total revenues divided by total expenditures (plus transfers to debt service fund).

Dependency

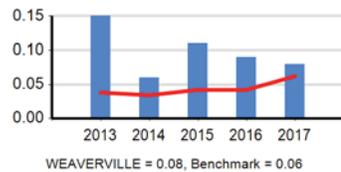
Intergovernmental ratio



Dependency measures the extent to which a government relies on other governments for resources. The intergovernmental ratio is calculated as total intergovernmental revenue divided by total revenue.

Financing Obligation

Debt service ratio

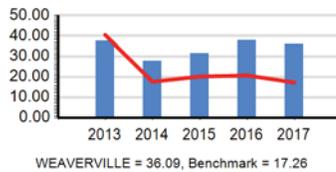


Financing obligation addresses service flexibility or the amount of expenditures committed to annual debt service. The debt service ratio is calculated as debt service divided by total expenditures (plus transfers to debt service fund).

Resource Stock

Liquidity

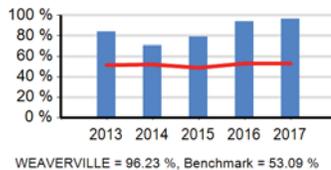
Quick ratio



Liquidity measures a government's ability to meet its short-term obligations. The quick ratio is calculated as cash & investments divided by current liabilities.

Solvency

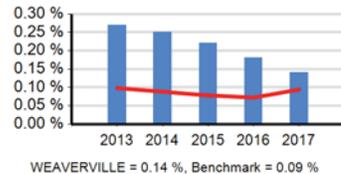
Fund balance available as percentage of expenditures



Solvency measures a government's ability to meet long-term obligations. Fund balance as a percentage of expenditures is calculated as available fund balance divided by expenditures plus transfers out.

Leverage

Debt as percentage of assessed value



Leverage measures the extent to which a government relies on tax-supported debt. The ratio of debt as a percentage of assessed value is calculated as tax-supported, long-term debt divided by assessed value.

North Carolina Financial Condition Analysis

Key: WEAVERVILLE

Benchmark

Benchmark peers selected:

BLACK MOUNTAIN, BILTMORE FOREST, CANTON, FRANKLIN, WILKESBORO

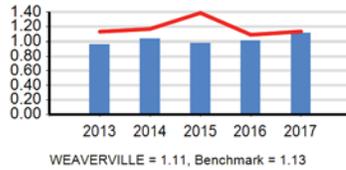
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Water and Sewer Fund

Resource Flow

Interperiod Equity

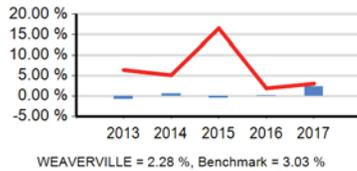
Total margin ratio



Interperiod equity measures whether or not a local government lived within its financial means. The total margin ratio - total financial resources divided by total financial obligations - is used to analyze this dimension of resource flow.

Financial Performance

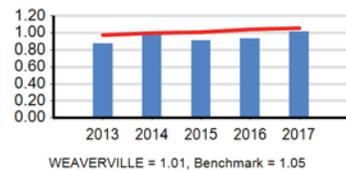
Percent change in net position



Financial performance shows how much a government's financial position improved or deteriorated as a result of resource flow. The percent change in net position is calculated as the change in net position divided by net position, beginning.

Self-Sufficiency

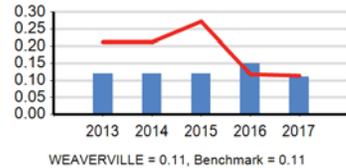
Charge-to-expense ratio



Self-sufficiency addresses the extent to which charges for services covered total expenses. The charge-to-expense ratio is calculated as charges for services divided by total expenses.

Financing Obligation

Debt service ratio

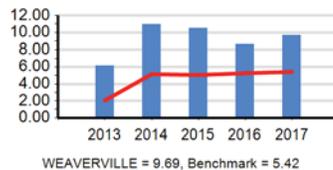


Financing obligation looks at service flexibility by determining the amount of total expenses committed to annual debt service. The debt service ratio is calculated as annual debt service divided by total expenses.

Resource Stock

Liquidity

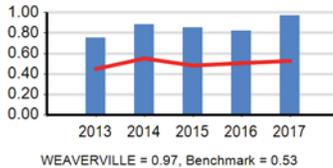
Quick ratio



Liquidity measures a government's ability to meet its short-term obligations. The quick ratio—cash & investments divided by current liabilities—is used to analyze this dimension of resource stock.

Solvency

Net position ratio



Solvency measures a government's ability to meet long-term obligations. The net position ratio is calculated as unrestricted net position divided by total liabilities.

Leverage

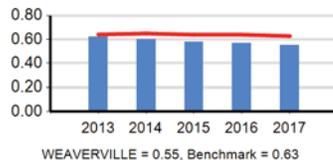
Debt-to-assets ratio



Leverage measures the extent to which total assets are financed with long-term debt. The debt-to-assets ratio is calculated as long-term debt divided by total assets.

Capital

Capital-assets-condition ratio



Capital is the condition of capital assets as defined by their remaining useful life. The capital assets condition ratio is calculated as accumulated depreciation divided by capital assets being depreciated. This result is then subtracted from one.



**GOULD KILLIAN
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

TOWN OF WEAVERVILLE

2018 Annual Financial Report

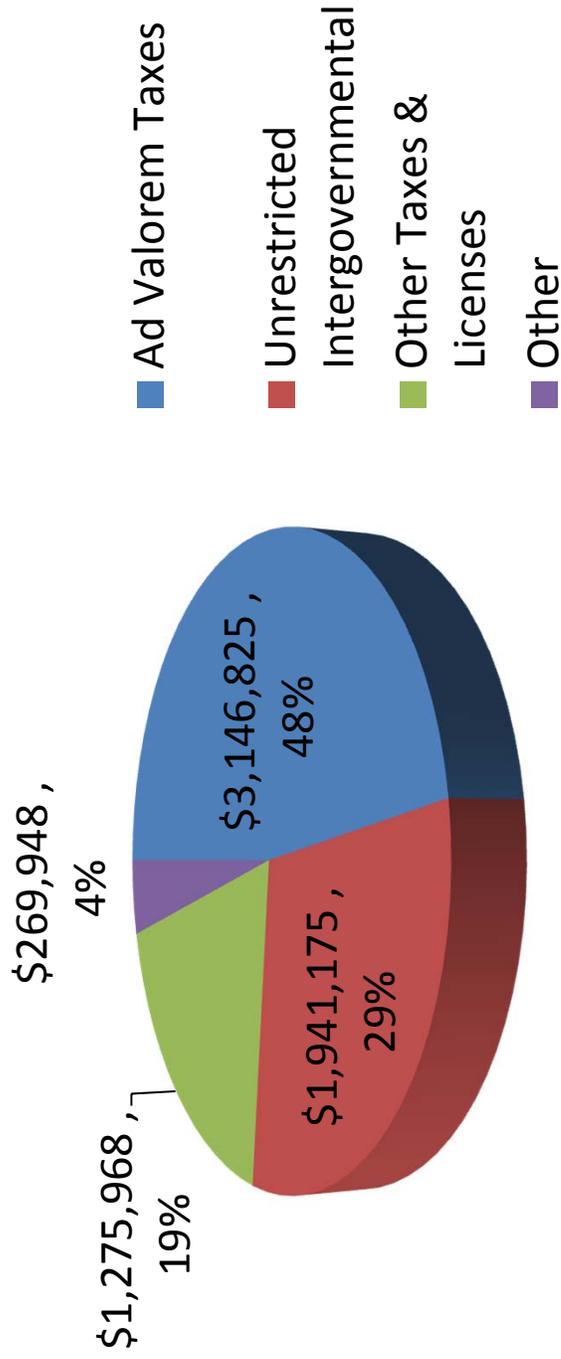
Audit Summary

- Thank you for allowing us to serve as your auditors
- Special thanks to Tonya and the staff of the finance department for their hard work and cooperation in completing the audit
- We issued an unmodified (clean) opinion
- We reported no material weakness in internal control
- We reported no instances of noncompliance with laws and regulations



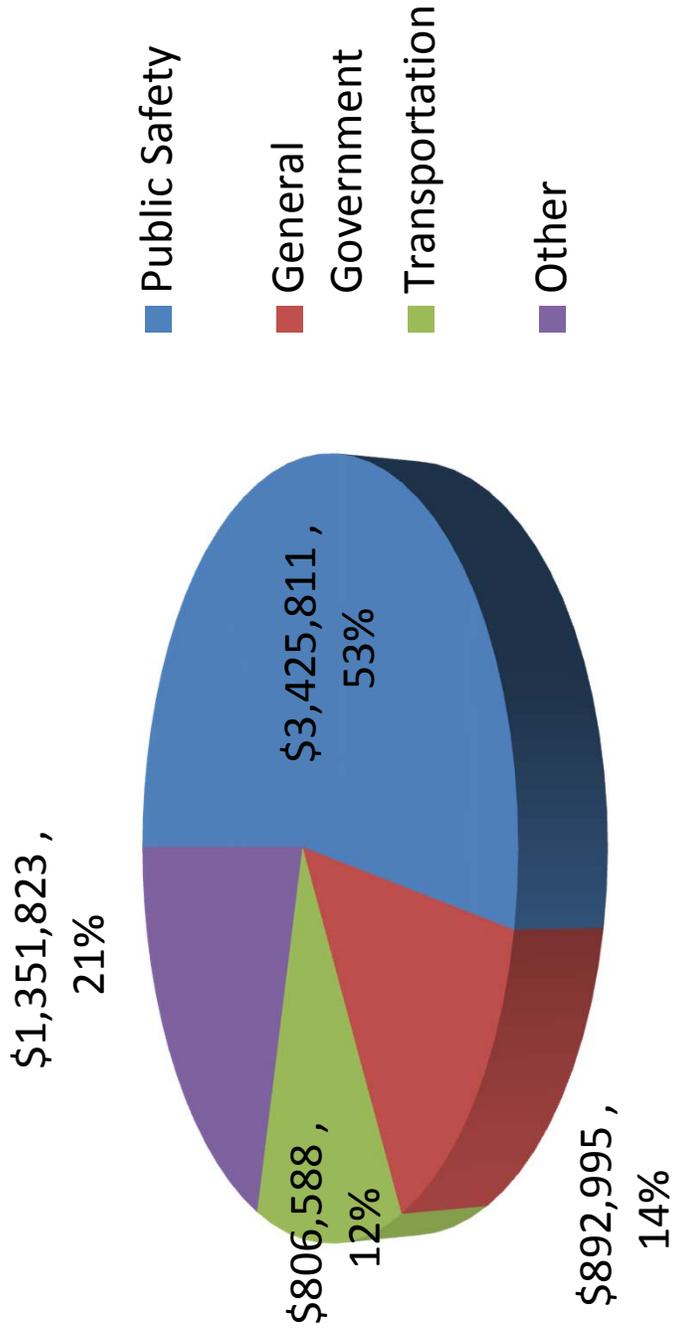
General Fund Summary

Revenues



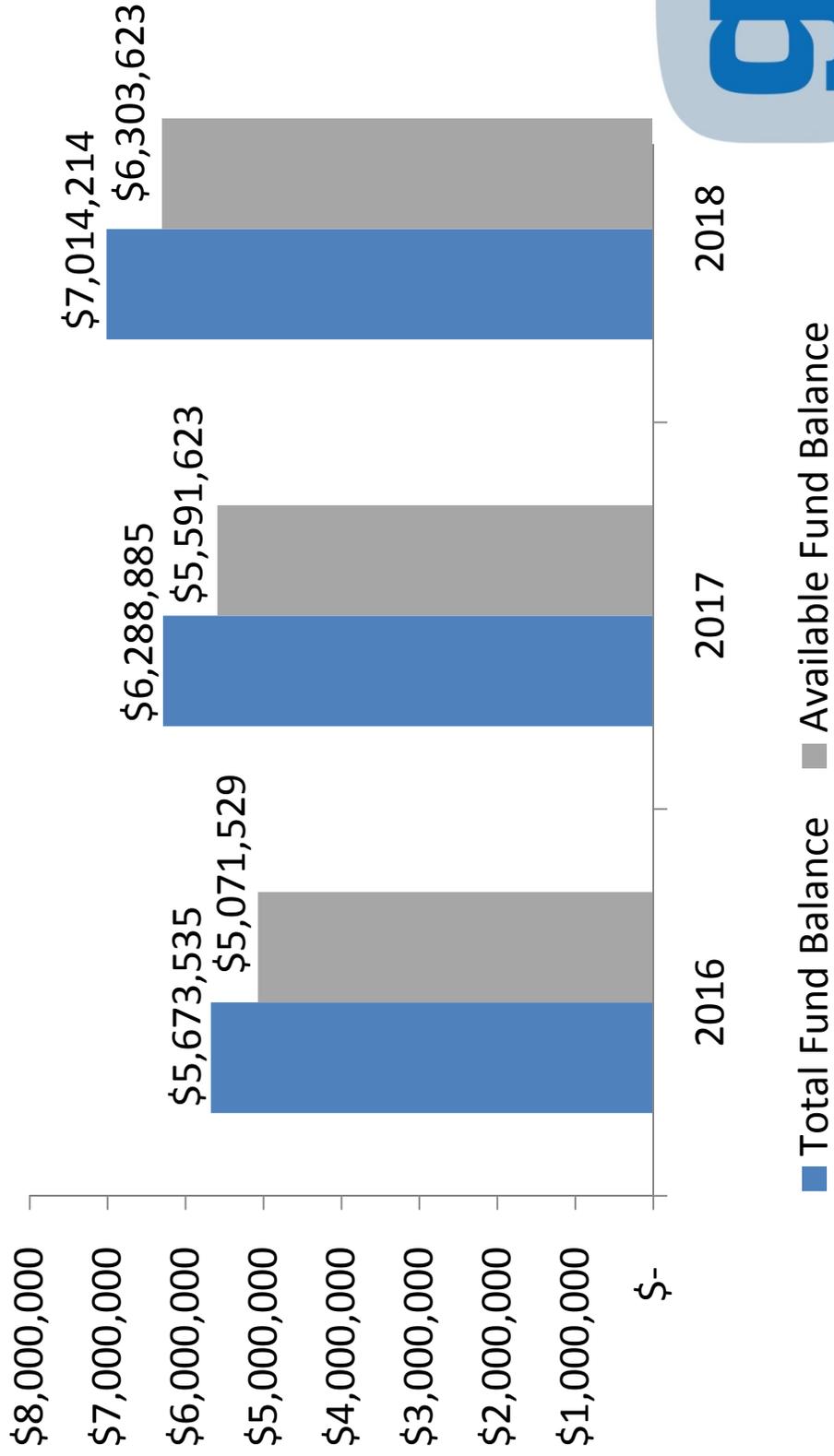
General Fund Summary

Expenditures



General Fund Summary

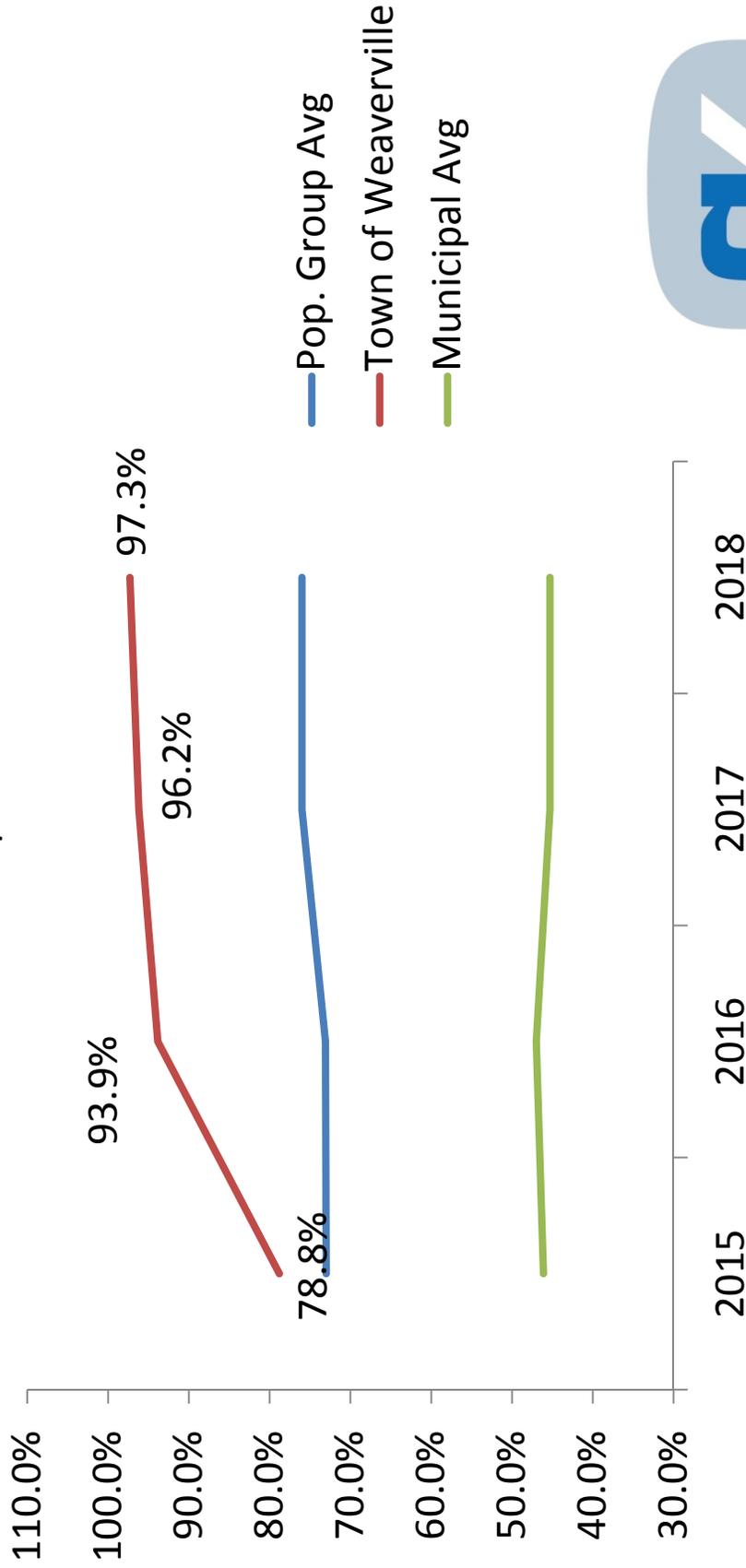
Fund Balance Available



General Fund Summary

Fund Balance Available

As a % of Net Expenditures



Enterprise Fund Summary

Water and Sewer Fund	2018	2017
Working capital	\$ 3,055,722	\$ 2,875,972
Working capital in months expenditures (budgetary basis)	19.7 months	22.3 months
Unrestricted net position	2,899,609	2,812,547
Operating income (loss)	232,777	234,082
Change in net position	218,376	197,126
Cash flows from operating activities	578,143	608,257
Net increase (decrease) in cash	147,555	405,897





**GOULD KILLIAN
CPA GROUP, P.A.**

CERTIFIED PUBLIC ACCOUNTANTS

TOWN OF WEAVERVILLE

2018 Annual Financial Report

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 20, 2017
SUBJECT: Weaverville ABC Audit Presentation
PRESENTER: Rob Chason, ABC Board Chairman
ATTACHMENTS: No

DESCRIPTION/SUMMARY OF REQUEST:

The annual audit of the Weaverville Alcoholic Beverage Commission has been completed and Rob Chason, the Board Chairman, will be at tonight's meeting to present the audit report.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)

Weaverville, North Carolina

FINANCIAL STATEMENTS

For the Years Ended June 30, 2018 and 2017

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Weaverville, North Carolina

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BURLESON & EARLEY, P.A.

CERTIFIED PUBLIC ACCOUNTANTS

Independent Auditor's Report

Board of Directors
Weaverville ABC Board
Weaverville, North Carolina

Report on the Financial Statements

We have audited the accompanying financial statements of the Weaverville ABC Board, a component unit of the Town of Weaverville, which comprise the statements of net position as of June 30, 2018 and 2017, and the related statements of revenues, expenses and changes in net position, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free of material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

POST OFFICE BOX 2125 ♦ CANDLER, NC 28715
902 SAND HILL ROAD ♦ ASHEVILLE, NC 28806
TELEPHONE: (828) 251-2846 ♦ FAX: (828) 251-1144

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Weaverville ABC Board as of June 30, 2018 and 2017, and the respective changes in financial position, and where applicable, cash flows thereof for the years ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the Management's Discussion and Analysis, the Local Government Employees' Retirement System's Schedule of Proportionate Share of Net Pension Liability (Asset) and Schedule of Contributions be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted principally of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements as a whole. The Schedules of Store Expenses, Schedules of Administrative Expenses, Schedule of Distributions of Profits and Schedule of Revenues and Expenditures – Budget vs. Actual are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The Schedules of Store Expenses, Schedules of Administrative Expenses, Schedule of Distributions of Profits and Schedule of Revenues and Expenditures – Budget vs. Actual are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements taken as a whole.

Burleson & Earley, P.A.

Certified Public Accountants
September 5, 2018

MANAGEMENT'S DISCUSSION AND ANALYSIS

The following Management Discussion and Analysis (MD&A) of the Weaverville ABC Board's activities and financial performance provides the reader with an overview to the financial statements of the Weaverville ABC Board for the fiscal year ended June 30, 2018. The information contained in this MD&A should be considered in conjunction with the financial information contained in the various sections of this audit report.

FINANCIAL HIGHLIGHTS

- The assets of the Weaverville ABC Board exceeded its liabilities at the close of the fiscal year by \$426,073 (*net position*).
- The Board's total net position increased by \$120,751, primarily due to operations.
- The Board distributed profits to the Town of Weaverville of \$51,640

OVERVIEW OF THE FINANCIAL STATEMENTS

The audited financial statements of the ABC Board consist of 3 components. They are as follows:

Management's Discussion and Analysis
Basic Financial Statements
Additional Information Required by the ABC Commission

The Basic Financial Statements are prepared using the full accrual basis of accounting. They consist of 3 statements. The first is the **Statement of Net Position**. Assets and liabilities are classified between current and long-term. This statement provides a summary of the Board's investments in assets and obligations to creditors. Liquidity and financial flexibility can be evaluated using the information contained in this statement.

The next statement is the **Statement of Revenues, Expenses and Changes in Net Position**. This statement is used in evaluating whether the Board has recovered all of its costs through sales. Its information is used in determining credit worthiness.

The final required statement is the **Statement of Cash Flows**. This statement reports cash inflows and outflows in the following categories: operating, investing, and financing activities. Based on this data, the user can determine the sources of cash, the uses of cash, and the change in cash.

The notes to the financial statements provide more detail information and should be read in conjunction with the statements.

The ABC Commission requires some schedules in addition to the information required by generally accepted accounting principles. They include a Schedule of Store Expenses, a Schedule of Administrative Expenses, a Schedule of Distributions of Profits and a Budget to Actual Reconciliation.

FINANCIAL ANALYSIS OF THE ABC BOARD

Net position is an indicator of the fiscal health of the Board. Assets exceeded liabilities by \$426,073 in 2018. The largest component of net position is unrestricted. The net investment in capital assets continues to be negative as the debt exceeds the net book value of the capital assets.

Following is a summary of the Statement of Net Position:

Table 1
Condensed Statement of Net Position

At June 30	2018	2017	2016	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Assets					
Current and Other Assets	\$ 662,363	\$ 605,119	\$ 481,447	\$ 57,244	9.5%
Capital Assets	999,555	1,074,008	1,148,482	(74,453)	-6.9%
Deferred Outflows of Resources	41,014	55,878	23,061	(14,864)	-26.6%
Total Assets	<u>\$ 1,702,932</u>	<u>\$ 1,735,005</u>	<u>\$ 1,652,990</u>	<u>\$ (32,073)</u>	<u>-1.8%</u>
Liabilities					
Current Liabilities	\$ 216,486	\$ 281,490	\$ 195,698	\$ (65,004)	-23.1%
Non-current Liabilities	1,059,218	1,146,393	1,176,773	(87,175)	-7.6%
Deferred Inflows of Resources	1,155	1,800	4,992	(645)	-35.8%
Total Liabilities	<u>\$ 1,276,859</u>	<u>\$ 1,429,683</u>	<u>\$ 1,377,463</u>	<u>\$ (152,824)</u>	<u>-10.7%</u>
Net Position					
Net Investment in Capital Assets	(87,384)	(85,808)	(80,744)	(1,576)	-1.8%
Restricted Net Position	90,224	83,392	76,958	6,832	8.2%
Unrestricted Net Position	423,233	307,738	279,313	115,495	37.5%
Total Net Position	<u>\$ 426,073</u>	<u>\$ 305,322</u>	<u>\$ 275,527</u>	<u>\$ 120,751</u>	<u>39.5%</u>

Net position increased by 39.5% from 2017 compared to a 10.8% increase between 2017 and 2016. Income from operations increased by 4.2% from 2017 and by 21.5% between 2017 and 2016. Following is a summary of the changes in net position:

Table 2
Condensed Statement of Revenues, Expenses and Changes in Net Position

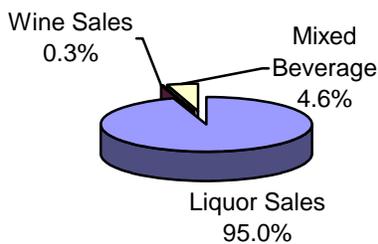
For the Fiscal Year Ended June 30	2018	2017	2016	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Operating Revenues	\$ 3,032,960	\$ 2,814,165	\$ 2,598,073	\$ 218,795	7.8%
Less; Taxes on Gross Sales	687,810	636,990	587,777	50,820	8.0%
Net Sales	2,345,150	2,177,175	2,010,296	167,975	7.7%
Cost of Sales	1,604,724	1,483,608	1,381,122	121,116	8.2%
Gross Profit	740,426	693,567	629,174	46,859	6.8%
Less: Operating Expenses	502,990	465,793	441,763	37,197	8.0%
Income from Operations	237,436	227,774	187,411	9,662	4.2%
Non-Operating Revenues and Expenses	(53,372)	(56,904)	(58,317)	3,532	6.2%
Change in Net Position Before Distributions	184,064	170,870	129,094	13,194	7.7%
Distributions	63,313	141,075	46,000	(77,762)	-55.1%
Change in Net Position	120,751	29,795	83,094	90,956	305.3%
Net Position, Beginning	305,322	275,527	192,433	29,795	10.8%
Net Position, Ending	<u>\$ 426,073</u>	<u>\$ 305,322</u>	<u>\$ 275,527</u>	<u>\$ 120,751</u>	<u>39.5%</u>

The increase in sales is inflationary in nature. There is a decrease in non-operating revenues and expenses due to lower interest expense as debt payable is decreasing. The increase in distributions is due to the Board making a discretionary distribution to the Town because of improved cash flow.

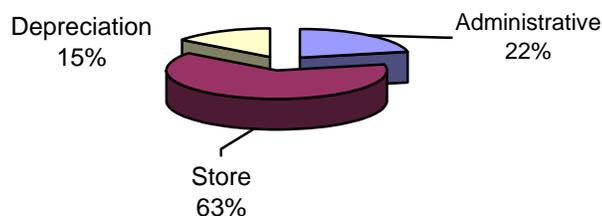
Following is a breakdown of sales by source:

For the Fiscal Year Ended June 30	2018	2017	2016	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Retail Liquor Sales	\$ 2,882,589	\$ 2,677,889	\$ 2,477,900	\$ 204,700	7.6%
Mixed Beverage Sales	140,560	126,602	110,795	13,958	11.0%
Retail Wine Sales	9,811	9,674	9,378	137	1.4%
Total Sales	\$ 3,032,960	\$ 2,814,165	\$ 2,598,073	\$ 218,795	7.8%

Operating Revenues



Operating Expenses



The percentage of mixed beverage sales to the total increased by .11% in 2018 and increased by .23% in 2017 compared to 2016.

CAPITAL ASSET AND DEBT ADMINISTRATION

Capital Assets

Investment in capital assets as of June 30, 2018, totals \$999,555, net of accumulated depreciation. There were no capital asset additions during 2018.

Table 3
Capital Assets
(net of depreciation)

	2018	2017	2016	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Building	\$ 1,479,898	\$ 1,479,898	\$ 1,479,898	\$ -	0.0%
Equipment & furniture	98,681	98,681	98,681	-	0.0%
Computer equipment	30,398	30,398	30,398	-	0.0%
	1,608,977	1,608,977	1,608,977	-	0.0%
Accumulated depreciation	(609,422)	(534,969)	(460,495)	(74,453)	-13.9%
	\$ 999,555	\$ 1,074,008	\$ 1,148,482	\$ (74,453)	-6.9%

Additional information on the Store's capital assets can be found in Note 1 of the Basic Financial Statements.

Debt Administration

Long-term debt consists of notes payable related to the original construction of the store.

Table 4
Summary of Changes in Long Term
Debt

	2018	2017	2016	This Yr Over Last Yr \$ Change	This Yr Over Last Yr % Change
Notes Payable	\$ 1,086,939	\$ 1,159,816	\$ 1,229,226	\$ (72,877)	-6.3%

Economic Factors

The Board developed and approved a budget for fiscal year 2018-2019. The Board expects continued steady growth in sales as the Town of Weaverville continues to experience growth in population and commercial development. The Board expects to manage expenses and add to working capital within the budgeted amounts.

Requests for Information

This report is intended to provide a summary of the financial condition of the Weaverville ABC Board. Questions or requests for additional information should be addressed to:

Robert Chason, Chairman
Weaverville ABC Board
7 Northridge Commons Parkway, Suite 101
Weaverville, NC 28787

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Net Position
June 30, 2018 and 2017

Assets	2018	2017
Current Assets		
Cash and Cash Equivalents	\$ 509,010	\$ 422,335
Accounts Receivable	-	531
Inventory	145,617	174,286
Prepaid Expenses	7,736	7,967
Total Current Assets	<u>662,363</u>	<u>605,119</u>
Non-current Assets		
Property Plant and Equipment (net of accumulated depreciation)	<u>999,555</u>	<u>1,074,008</u>
Deferred Outflows of Resources - Pension Deferrals	<u>41,014</u>	<u>55,878</u>
Liabilities		
Current Liabilities		
Current Portion of Long-term Debt	\$ 76,520	\$ 72,878
Accounts Payable	40,255	60,794
Taxes Payable	78,623	73,222
Payroll Taxes Payable	4,887	6,666
Distributions Payable	5,477	56,487
Accrued Interest Payable	10,724	11,443
Total Current Liabilities	<u>216,486</u>	<u>281,490</u>
Non-current Liabilities		
Net Pension Liability	40,788	51,359
Compensated Absences	8,011	8,096
Long-term Portion of Debt	<u>1,010,419</u>	<u>1,086,938</u>
Total Liabilities	<u>1,275,704</u>	<u>1,427,883</u>
Deferred Inflows of Resources - Pension Deferrals	<u>1,155</u>	<u>1,800</u>
Net Position		
Net Investment in Capital Assets	(87,384)	(85,808)
Restricted for Working Capital	90,224	72,286
Unrestricted	423,233	318,844
Total Net Position	<u>\$ 426,073</u>	<u>\$ 305,322</u>

The accompanying notes are an integral part of these financial statements.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Revenues, Expenses and Changes in Net Position
For the years ended June 30, 2018 and 2017

	2018	2017
Operating Revenue		
Liquor Sales - Regular	\$ 2,882,589	\$ 2,677,889
Wine Sales	9,811	9,674
Mixed Beverage Sales	140,560	126,602
Total Gross Sales	<u>3,032,960</u>	<u>2,814,165</u>
Deduct Taxes on Gross Sales		
State Excise Tax	(665,346)	(616,268)
Mixed Beverage Tax (Revenue)	(11,759)	(10,559)
Mixed Beverage Tax (Human Resources)	(1,176)	(1,054)
Rehabilitation Tax	(8,842)	(8,432)
Wine Sales Tax	(687)	(677)
Total Taxes	<u>(687,810)</u>	<u>(636,990)</u>
Net Sales	<u>2,345,150</u>	<u>2,177,175</u>
Deduct Cost of Sales		
Cost of Goods Sold	<u>1,604,724</u>	<u>1,483,608</u>
Gross Profit on Sales	<u>740,426</u>	<u>693,567</u>
Deduct Operating Expenses		
Store Expenses	319,395	285,025
Administrative Expenses	109,142	106,294
Depreciation Expense	74,453	74,474
Total Operating Expenses	<u>502,990</u>	<u>465,793</u>
Income from Operations	<u>237,436</u>	<u>227,774</u>
Nonoperating Revenues and Expenses		
Interest Expense	(54,858)	(58,368)
Miscellaneous Income	1,044	70
Interest Income	442	394
Gain on Disposal of Assets	0	1,000
Change in Net Position Before Distributions	<u>184,064</u>	<u>170,870</u>
<u>Deduct</u>		
Law Enforcement	4,864	5,684
Alcohol Education	6,809	7,958
Change in Net Position Before Profit Distributions	<u>172,391</u>	<u>157,228</u>
<u>Profit Distributions</u>		
Town of Weaverville	<u>51,640</u>	<u>127,433</u>
Change in Net Position	120,751	29,795
Net Position, Beginning of Year	<u>305,322</u>	<u>275,527</u>
Net Position, End of Year	<u>\$ 426,073</u>	<u>\$ 305,322</u>

The accompanying notes are an integral part of these financial statements.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Statements of Cash Flows
For the years ended June 30, 2018 and 2017

Cash Flows from Operating Activities:	<u>2018</u>	<u>2017</u>
Cash Received from Customers	\$ 3,034,535	\$ 2,813,704
Payments for Inventory Costs	(1,596,593)	(1,492,238)
Payments for Operating Expenses	(426,522)	(382,199)
Liquor Sales Tax Paid	(682,409)	(630,362)
Net Cash Provided by Operating Activities	<u>329,011</u>	<u>308,905</u>
Cash Flows from Capital and Related Financing Activities:		
Proceeds from asset disposal	-	1,000
Principal Payments on Long-term Debt	(72,878)	(69,410)
Interest Payments on Long-term Debt	(55,577)	(59,052)
Net Cash Used by Capital and Related Financing Activities	<u>(128,455)</u>	<u>(127,462)</u>
Cash Flows from Non-Capital Financing Activities:		
Law Enforcement Distributions	(5,104)	(3,162)
Alcohol Education Distributions	(7,144)	(4,428)
Profit Distributions to Primary Government	(102,075)	(76,998)
Net Cash Used by Non-Capital Financing Activities	<u>(114,323)</u>	<u>(84,588)</u>
Cash Flows from Investing Activities:		
Interest Earned on Investments	<u>442</u>	<u>394</u>
Net Cash Provided by Investing Activities	442	394
Net Increase in Cash and Cash Equivalents	86,675	97,249
Cash and Cash Equivalents, beginning of year	422,335	325,086
Cash and Cash Equivalents, end of year	<u>\$ 509,010</u>	<u>\$ 422,335</u>
Reconciliation of Income from Operations to Net Cash Provided by Operating Activities		
Income from Operations	\$ 237,436	\$ 227,774
Adjustments to Reconcile Income from Operations to Net Cash Provided by Operating Activities:		
Depreciation	74,453	74,474
Restitution Income	1,044	70
Changes in Assets and Liabilities:		
(Increase) Decrease in Accounts Receivable	531	(531)
(Increase) Decrease in Inventory	28,669	(29,607)
(Increase) Decrease in Prepaid Expenses	231	3,715
(Increase) Decrease in Deferred Outflows of Resources for Pensions	14,864	(32,817)
(Decrease) Increase in Accounts Payable	(20,539)	20,977
(Decrease) Increase in Taxes Payable	5,401	6,628
(Decrease) Increase in Payroll Taxes Payable	(1,779)	(1,084)
(Decrease) Increase in Compensated Absences	(85)	741
(Decrease) Increase in Net Pension Liability	(10,571)	41,757
(Decrease) Increase in Deferred Inflows of Resources for Pensions	(645)	(3,192)
Total Adjustments	<u>91,574</u>	<u>81,131</u>
Net Cash Provided by Operating Activities	<u>\$ 329,010</u>	<u>\$ 308,905</u>

The accompanying notes are an integral part of these financial statements.

WEAVERVILLE ABC BOARD
(A component unit of the Town of Weaverville)
Notes to the Financial Statements
June 30, 2018

Note 1. Summary of Significant Accounting Policies

Principles used in determining the scope of the entity for financial reporting:

The Weaverville ABC Board (the ABC Board), a component unit of the Town of Weaverville, is a corporate body with powers outlined by General Statutes [Chapter 18B-701.] The Town's governing body appoints the ABC Board.

The ABC Board is required by State Statute to distribute its surpluses to the general fund of the Town, which represents a financial benefit to the Town. Therefore, the ABC Board is reported as a discretely presented component unit in the Town's financial statements.

Organizational History

The Board was organized under the provisions of Session Law of the North Carolina Legislature, General Assembly of North Carolina, September 15, 2008, and implemented by a Town wide election. The Town Board appointed three individuals to serve on the ABC Board with staggered terms of three years.

North Carolina General Statute (18B-805(c)(2)(3)) requires the Weaverville ABC Board expend at least 5% of profits for law enforcement and at least 7% of the same profits for alcohol education and rehabilitation purposes.

Basis of Presentation

All activities of the ABC Board are accounted for within a single proprietary (enterprise) fund. Proprietary funds are used to account for operations that are (a) financed and operated in a manner similar to private business enterprises where the intent of the governing body is that the cost of providing goods or services to the general public on a continuing basis be financed or recovered primarily through user charges; or (b) where the governing body has decided that periodic determination of revenues earned, expenses incurred, and/or the change in net position is appropriate for capital maintenance, public policy, management control, accountability, or other purposes.

Basis of Accounting

The financial statements have been prepared using the accrual basis of accounting. All sales are made by cash, debit or credit card and recorded at the time of sale. Other revenues are recorded when earned. Expenses are recognized when incurred.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make certain estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the statement of net position date, and reported amounts of revenues and expenses during the reporting period. Estimates are used to determine depreciation expense, the allowance for doubtful accounts and certain claims and judgment liabilities, among other accounts. Actual results may differ from those estimates.

Cash and Cash Equivalents

For the purposes of the statement of cash flows, the ABC Board considers all highly liquid investments (including restricted assets) with a maturity of three months or less when purchased to be cash equivalents.

Accounts Receivable

Accounts receivable are generally amounts due from another ABC Board for the purchase of inventory. All of this amounts is deemed collectible, thus no allowance for doubtful accounts has been recorded.

Inventories

Inventories are valued at the lower of cost (FIFO) or market.

Capital Assets

The Board’s capital assets are defined as assets with an initial, individual cost of \$500 or more. Donated capital assets received prior to June 30, 2015 are recorded at their estimated fair value at the date of donation. Donated capital assets received after June 30, 2015 are recorded at acquisition value. All other purchased or constructed capital assets are reported at cost or estimated historical cost. The cost of normal maintenance and repairs that do not add to the value of the asset or materially extend assets’ lives are not capitalized. When an asset is disposed of, the cost of the asset and the related accumulated depreciation are removed from the books. Any gain or loss on disposition is reflected in the earnings for the period. Assets are depreciated on a straight-line basis over the following years:

	<u>Useful Life</u>
Building	25 years
Equipment & furniture	5 – 15 years
Computer equipment	5 years

Deferred Outflows/Inflows of Resources

In addition to assets, the statement of financial position will sometimes report a separate section for deferred outflows of resources. This separate financial statement element, *Deferred Outflows of Resources*, represents a consumption of net position that applies to a future period and so will not be recognized as an expense or expenditure until then. The ABC Board has one item that meets this criterion, pension deferrals for the 2018 fiscal year. In addition to liabilities, the statement of financial position will sometimes report a separate section for deferred inflows of resources. This separate financial statement element, *Deferred Inflows of Resources*, represents an acquisition of net position that applies to a future period and so will not be recognized as revenue until then. The ABC Board has one item that meets the criterion for this category - pension deferrals for the 2018 fiscal year.

Defined Benefit Cost-Sharing Plans

For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the Local Governmental Employees’ Retirement System (LGERS) and additions to/deductions from LGERS’ fiduciary net position have been determined on the same basis as they are reported by LGERS. For this purpose, plan member contributions are recognized in the period in which the contributions are due. The ABC Board’s employer contributions are recognized when due and the ABC Board has a legal requirement to provide the contributions. Benefits and refunds are recognized when due and payable in accordance with the terms of LGERS. Investments are reported at fair value.

Net Position

Net Position consists of the following:

Net investment in capital assets - This component of net position consists of capital assets, including any restricted capital assets, net of accumulated depreciation and reduced by the outstanding balances of any borrowings that are attributable to the acquisition, construction, or improvement of those assets. If there are significant unspent related debt proceeds at year-end, the portion of the debt attributable to the unspent proceeds is not included in the calculation of net investment in capital assets. Rather, that portion of the debt is included in the same net position component as the unspent proceeds.

Restricted for capital improvements - State law [G.S. 18B-805(d)] requires approval of the appointing authority to establish this account.

Restricted for working capital - North Carolina Alcoholic Beverage Control Commission Rule [.0902] defines working capital as the total of cash, investments and inventory less all unsecured liabilities. An ABC board shall set its working capital requirements at not less than two weeks’

average gross sales of the last fiscal year or greater than four months' average gross sales of the last fiscal year. Average gross sales means gross receipts from the sale of Alcoholic beverages less distributions require by State law [G.S. 18B-805(b), (2), (3), and (4)].

Unrestricted net position - This component of net position consists of net position that does not meet the definition of *restricted* or *net investment in capital assets*.

Note 2. Stewardship, Compliance and Accountability

For the fiscal year ended June 30, 2018 the expenditures made by the ABC Board for taxes based on revenue and cost of goods sold exceed the authorized appropriations made by the governing board by \$26,744 and \$81,399, respectively. These excesses were directly related to positive variances in sales. Additionally, the expenditures made by the ABC Board for debt service, law enforcement distributions and alcohol education distributions exceeded the authorized appropriations made by the governing board by a total of \$2,539. Management and the Board will more closely review the budget reports to ensure compliance in future years.

Note 3. Detail Notes on All Funds

Deposits

All deposits of the ABC Board are made in board-designated official depositories and are collateralized as required by State law [G.S. 159-31]. The ABC Board may designate, as an official depository, any bank or savings association whose principal office is located in North Carolina. Also, the ABC Board may establish Time deposit accounts such as NOW and Super NOW accounts, money market accounts, and certificates of deposit.

All of the ABC Board's deposits are insured using the Pooling Method. Under this method, which is a collateral pool, all uninsured deposits are collateralized with securities held by the State Treasurer's agent in the name of the State Treasurer. Since the State Treasurer is acting in a fiduciary capacity for the ABC Board, these deposits are considered to be held by the ABC Board agent in the ABC Board's name. The amount of the pledged collateral is based on an approved averaging method for non-interest bearing deposits and the actual current balance for interest bearing deposits. Depositories using the Pooling Method report to the State Treasurer the adequacy of their pooled collateral covering uninsured deposits. The State Treasurer does not confirm this information with the ABC Board or the escrow agent. Because of the inability to measure the exact amount of collateral pledged for the ABC Board under the Pooling Method, the potential exists for under collateralization, and this risk may increase in periods of high cash flows. However, the State Treasurer of North Carolina enforces strict standards of financial stability for each depository that collateralizes public deposits under the Pooling Method.

At June 30, 2018, the ABC Board's deposits had a carrying amount of \$509,010, of which \$1,288 is held in petty cash funds, and a bank balance of \$524,475. Deposits up to \$250,000 are covered by federal depository insurance. Deposits in excess of \$250,000, in the amount of \$274,475, are insured under the pooling method.

At June 30, 2017, the ABC Board's deposits had a carrying amount of \$422,335, of which \$1,288 is held in petty cash funds, and a bank balance of \$490,822. Deposits up to \$250,000 are covered by federal depository insurance. Deposits in excess of \$250,000, in the amount of \$240,822, are insured under the pooling method.

Capital Assets

Capital asset activity for the year ended June 30, 2018 was as follows:

	<u>Beginning Balances</u>	<u>Increases</u>	<u>Decreases</u>	<u>Ending Balances</u>
Capital Assets Being Depreciated:				
Buildings	\$ 1,479,898	\$ -	\$ -	\$ 1,479,898
Equipment and Furniture	98,681	-	-	98,681
Computer Equipment	30,398	-	-	30,398
	<hr/>	<hr/>	<hr/>	<hr/>
Total capital assets being depreciated	1,608,977	-	-	1,608,977
	<hr/>	<hr/>	<hr/>	<hr/>
Less Accumulated Depreciation For:				
Buildings	458,769	59,196	-	517,965
Equipment and Furniture	61,368	9,739	-	71,107
Computer Equipment	14,832	5,518	-	20,350
	<hr/>	<hr/>	<hr/>	<hr/>
Total accumulated depreciation	534,969	74,453	-	609,422
Total capital assets being depreciated, net	\$ 1,074,008			\$ 999,555

Pension Plan Obligations

Local Government Employees' Retirement System

Plan Description. The ABC Board is a participating employer in the statewide Local Governmental Employees' Retirement System (LGERS), a cost-sharing multiple-employer defined benefit pension plan administered by the State of North Carolina. LGERS membership is comprised of general employees and local law enforcement officers (LEOs) of participating local governmental entities. Article 3 of G.S. Chapter 128 assigns the authority to establish and amend benefit provisions to the North Carolina General Assembly. Management of the plan is vested in the LGERS Board of Trustees, which consists of 13 members – nine appointed by the Governor, one appointed by the State Senate, one appointed by the State House of Representatives, and the State Treasurer and State Superintendent, who serve as ex-officio members. The Local Governmental Employees' Retirement System is included in the Comprehensive Annual Financial Report (CAFR) for the State of North Carolina. The State's CAFR includes financial statements and required supplementary information for the LGERS. That report may be obtained by writing to the Office of the State Controller, 1410 Mail Service Center, Raleigh, North Carolina 27699-1410 or by calling (919) 981-5454 or at www.osc.nc.gov.

Benefits Provided. LGERS provides retirement and survivor benefits. Retirement benefits are determined as 1.85% of the member's average final compensation times the member's years of creditable service. A member's average final compensation is calculated as the average of a member's four highest consecutive years of compensation. Plan members are eligible to retire with full retirement benefits at age 65 with five years of creditable service, at age 60 with 25 years of creditable service, or at any age with 30 years of creditable service. Plan members are eligible to retire with partial retirement benefits at age 50 with 20 years of creditable service or at age 60 with five years of creditable service. Survivor benefits are available to eligible beneficiaries of members who die while in active service or within 180 days of their last day of service and who have either completed 20 years of creditable service regardless of age or have completed five years of service and have reached age 60. Eligible beneficiaries may elect to receive a monthly Survivor's Alternate Benefit for life or a return of the member's contributions. The plan does not provide for automatic post-retirement benefit increases. Increases are contingent upon actuarial gains of the plan.

Contributions. Contribution provisions are established by General Statute 128-30 and may be amended only by the North Carolina General Assembly. The ABC Board employees are required to contribute 6% of their compensation. Employer contributions are actuarially determined and set annually by the LGERS Board of Trustees. The ABC Board's contractually required contribution rate for the year ended June 30, 2018, was 8.43% for employees, actuarially determined as an amount that, when combined with employee contributions, is expected to

finance the costs of benefits earned by employees during the year. Contributions to the pension plan from the ABC Board were \$14,446 for the year ended June 30, 2018.

Refunds of Contributions – Board employees who have terminated service as a contributing member of LGERS, may file an application for a refund of their contributions. By state law, refunds to members with at least five years of service include 4% interest. State law requires a 60 day waiting period after service termination before the refund may be paid. The acceptance of a refund payment cancels the individual's right to employer contributions or any other benefit provided by LGERS.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At June 30, 2018, the Board reported a liability of \$40,788 for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2017. The total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2016. The total pension liability was then rolled forward to the measurement date of June 30, 2017 utilizing update procedures incorporating the actuarial assumptions. The Board's proportion of the net pension liability was based on a projection of the Board's long-term share of future payroll covered by the pension plan, relative to the projected future payroll covered by the pension plan of all participating LGERS employers, actuarially determined. At June 30, 2017, the Board's proportion was 0.00267%, which was an increase of 0.00025% from its proportion measured as of June 30, 2016.

For the year ended June 30, 2018, the Board recognized pension expense of \$18,094. At June 30, 2018, the Board reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 2,350	\$ 1,155
Change of assumptions	5,825	-
Net difference between projected and actual earnings on pension plan investments.	9,904	-
Changes in proportion and differences between ABC Board contributions and proportionate share of contributions.	8,489	-
ABC Board's contributions subsequent to the measurement date.	14,446	-
Total	<u>\$ 41,014</u>	<u>\$ 1,155</u>

\$14,446 is reported as deferred outflows of resources related to pensions resulting from Board contributions subsequent to the measurement date will be recognized as a decrease of the net pension liability in the year ended June 30, 2019. Other amounts reported as deferred inflows of resources related to pensions will be recognized in pension expense as follows:

2019	\$	6,494
2020		14,800
2021		6,766
2022		(2,647)
2023		-
Thereafter		-
Total	\$	<u>25,413</u>

Actuarial Assumptions. The total pension liability in the December 31, 2016 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	3.0 percent
Salary increases	3.50 to 8.10 percent, including inflation and productivity factor
Investment rate of return	7.20 percent, net of pension plan investment expense, including inflation

The plan currently uses mortality tables that vary by age, gender, employee group (i.e. general, law enforcement officer) and health status (i.e. disabled and healthy). The current mortality rates are based on published tables and based on studies that cover significant portions of the U.S. population. The healthy mortality rates also contain a provision to reflect future mortality improvements.

The actuarial assumptions used in the December 31, 2016 valuation were based on the results of an actuarial experience study for the period January 1, 2010 through December 31, 2014.

Future ad hoc COLA amounts are not considered to be substantively automatic and are therefore not included in the measurement.

The projected long-term investment returns and inflation assumptions are developed through review of current and historical capital markets data, sell-side investment research, consultant whitepapers, and historical performance of investment strategies. Fixed income return projections reflect current yields across the U.S. Treasury yield curve and market expectations of forward yields projected and interpolated for multiple tenors and over multiple year horizons. Global public equity return projections are established through analysis of the equity risk premium and the fixed income return projections. Other asset categories and strategies' return projections reflect the foregoing and historical data analysis. These projections are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class as of June 30, 2017 are summarized in the following table:

<u>Asset Class</u>	<u>Target Allocation</u>	<u>Long-Term Expected Real Rate of Return</u>
Fixed Income	29.0%	1.4%
Global Equity	42.0%	5.3%
Real Estate	8.0%	4.3%
Alternatives	8.0%	8.9%
Credit	7.0%	6.0%
Inflation Protection	6.0%	4.0%
Total	<u>100%</u>	

The information above is based on 30 year expectations developed with the consulting actuary for the 2016 asset liability and investment policy study for the North Carolina Retirement Systems, including LGERS. The long-term nominal rates of return underlying the real rates of return are arithmetic annualized figures. The real rates of return are calculated from nominal rates by multiplicatively subtracting a long-term inflation assumption of 3.00%. All rates of return and inflation are annualized.

Discount rate. The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on these assumptions, the pension plan's fiduciary net position was projected to be available to make all projected future benefit payments of the current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the Board's proportionate share of the net pension asset to changes in the discount rate. The following presents the Board's proportionate share of the net pension asset calculated using the discount rate of 7.20 percent, as well as what the Board's proportionate share of the net pension asset or net pension liability would be if it were calculated using a discount rate that is one percentage point lower (6.20 percent) or one percentage point higher (8.20 percent) than the current rate:

	1% Decrease (6.20%)	Discount Rate (7.20%)	1% Increase (8.20%)
ABC Board's proportionate share of the net pension liability (asset)	\$ 122,453	\$ 40,790	\$ (27,373)

Pension plan fiduciary net position. Detailed information about the pension plan's fiduciary net position is available in the separately issued Comprehensive Annual Financial Report (CAFR) for the State of North Carolina.

Vacation and Leave Compensation

ABC Board employees may earn up to 27 days vacation per year, depending upon the number of years employed. Employees may carry forward up to a maximum of 20 days, and such leave is fully vested when earned. Accumulated earned vacation at June 30, 2018 and 2017 is \$8,011 and \$8,096, respectively.

Employees earn 12 days of sick leave per year. Sick leave may be used in the determination of length of service for retirement benefit purposes. Since the ABC Board has no obligation for the accumulated sick leave until it is actually taken, no accrual for sick leave has been made.

Long-Term Debt

During the year ended June 30, 2009, the ABC Board entered into a construction loan with BB&T Governmental finance in the amount of \$1,500,000 bearing interest at 4.89%. The first payment of interest only was due April 17, 2010. Beginning in April of 2011, 19 annual payments of \$123,007 consisting of principal and interest were required. On October 17, 2013, the ABC Board entered into a modification of the loan terms to require quarterly payments instead of annual. No other terms of the loan changed. The required quarterly payment is \$31,038.05. The loan will continue to mature in April 2029. At June 30, 2018 and 2017, the balance on this loan was \$1,051,407 and \$1,121,975, respectively.

During the year ended June 30, 2010, the ABC Board entered into a loan with BB&T Governmental Finance in the amount of \$50,000 bearing interest at 5.39%. The first payment of interest only was due in April 2010. Beginning in April of 2011, 19 annual payments of \$4,270

consisting of principal and interest were required. On October 17, 2013, the ABC Board entered into a modification of the loan terms to require quarterly payments instead of annual. No other terms of the loan changed. The loan will continue to mature in April 2029. The required quarterly payment is \$1,076. At June 30, 2018 and 2017, the balance on this loan was \$35,532 and \$37,841, respectively.

Interest expense for the years ended June 30, 2018 and 2017 was \$54,858 and \$58,368, respectively.

Scheduled principal payments on long-term debt are as follows:

<u>Year ending June 30</u>	<u>Principal Repayments</u>	<u>Interest Payments</u>
2019	\$ 76,520	\$ 51,936
2020	80,343	48,112
2021	84,358	44,097
2022	88,573	39,882
2023	93,000	35,455
2024-2028	539,534	102,741
2029	124,610	3,845
	<u>\$ 1,086,938</u>	<u>\$ 326,068</u>

Note 3. Distributions of Income

The ABC Board has made the following profit distributions:

	<u>Current Year</u>	<u>Total to Date</u>
Town of Weaverville	<u>\$ 51,640</u>	<u>\$ 260,123</u>

State law (G.S. 18B-805) requires that the minimum distribution set aside in (c)(1) and any profit remaining after deducting amounts required for law enforcement and alcohol education and retaining proper working capital, be paid quarterly to the appointing authority.

Note 4. Law Enforcement and Alcohol Education Expenses

The ABC Board is required by law to expend at least 5% of its profits for law enforcement and not less than 7% for alcohol education (alcohol education requirements follows local enabling act). Profits are defined by law for these calculations as change in net position before law enforcement and educational expenses, less the 3 1/2% markup provided in G.S. 18B-804(b)(5) and the bottle charge provided for in G.S. 18B-804(b)(6b).

Profit before distributions	\$ 184,062
Less: 3 1/2% tax and bottle charge	<u>(86,784)</u>
Profit subject to expenses percentages	\$ 97,278
Law enforcement expenditures	\$ 4,864
-actual percentage of profit	5%
Provision for alcohol education and rehabilitation	\$ 6,809
-actual percentage of profit	7%

Note 5. Disbursement of Taxes Included in Selling Price

A state excise tax, at the rate of 30% on the retail (net sales) price is charged monthly on liquor sales (excluding wine sales). Transactions for this account for the year are summarized as follows:

Taxes payable 7/1/2017	\$ 54,745
Taxes collected during the year	665,346
Taxes remitted to Department of Revenue	<u>(661,082)</u>
Taxes payable 6/30/2018	<u>\$ 59,009</u>

The excise tax is computed in accordance with G.S. 18B-805(i).

The accrued North Carolina excise tax at June 30, 2018 was remitted to the North Carolina Department of Revenue in July, 2018.

A bottle charge of one cent on each bottle containing 50 milliliters or less and five cents on each bottle containing more than 50 milliliters is collected and distributed monthly to the county commissioners for alcoholic education and rehabilitation.

For the fiscal year, required payments to the County were based on the following bottle sales:

Regular Bottles 153,297 @ 5 cents	\$7,665
Mixed Beverage Bottles 6,151 @ 5 cents	308
Miniature Bottles 86,989 @ 1 cent	<u>870</u>
Total required payment for the year	<u>\$8,842</u>

A "mixed beverage tax" at the rate of \$20 per 4 liters is charged on the sale of liquor to be resold as mixed beverages. One-half of the mixed beverage tax is submitted monthly to the Department of Revenue. Five percent of the mixed beverage tax is submitted monthly to the Department of Human Resources.

The mixed beverage tax for the year was:

Department of Revenue (50%)	\$11,759
Department of Human Resources (5%)	1,175
Profit Retained (45%)	<u>10,584</u>
Total	<u>\$23,518</u>

Note 6. Surcharge Collected

The total amount of surcharge collected for the fiscal year was \$24,661. The current rate is \$1.40 per case.

Note 7. Liquor Sales Tax

The total amount of sales tax collected by the ABC Board and remitted to the Department of Revenue for the fiscal year was \$201,916. The current sales tax rate is 7%.

Note 8. Working Capital

The ABC Board is required by the Alcoholic Beverage Control Commission rule [.0902] to set its working capital requirements at not less than two weeks average gross sales of the last fiscal year. (Gross sales are gross receipts from the sale of alcoholic beverages less distributions as defined in G.S. 18B-805(b)(2), (3), and (4)).

The board's position on this requirement is as follows:

Minimum Amount	\$	90,224
Maximum Amount	\$	586,459
Actual Amount	\$	525,381

The board has met the minimum amount of working capital.

Note 9. Risk Management

The ABC Board is exposed the various risks of loss related to torts; theft of, damage to, and destruction of assets; errors and omissions; injuries to employees; and natural disasters. The ABC Board has commercial property, general liability, auto liability, workmen's compensation and employee health coverage. The board also has liquor legal liability insurance.

There have been no significant reductions in insurance coverage from coverage in the prior year and settled claims have not exceeded coverage in any of the past three fiscal years.

In accordance with G.S. 18B-700(i), each board member and the employees designated as the general manager and finance officer are bonded in the amount of \$50,000 by a corporate surety.

Note 10. Litigation Matters

The ABC Board was named in a civil action filed on November 5, 2014 by a person that was injured on the sidewalk in front of the ABC store. In the lawsuit, the ABC Board is a co-defendant with the Northridge Commons Condominium Association and the Northridge Commons Shop D. The ABC Board is being represented by a law firm appointed by their insurance carrier. The ABC Board is contesting this matter vigorously.

Due to the nature of this litigation and its ongoing status, the ABC Board is unable to determine the amount of loss, if any, it may sustain. However, the ABC Board believes it has adequate insurance coverage for the matter, and in the opinion of management, the amount of liability, if any, with respect to this litigation will not materially affect the ABC Board's financial position or results of operations.

Note 11. Change in Accounting Principle

Governmental Accounting Standards Board (GASB) Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pension*, was to be implemented in the fiscal year ending June 30, 2018. The ABC Board does not have any postemployment benefits that should be considered under this standard.

Note 12. Date of Management's Review for Subsequent Events

Subsequent events have been evaluated through September 5, 2018, which is the date the financial statements were available to be issued.

Required Supplementary Information

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
ABC Board's Proportionate Share of Net Pension Liability (Asset)
Required Supplementary Information
Last Five Fiscal Years *

Local Government Employees' Retirement System

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
ABC Board's proportion of the net pension liability (asset) (%)	0.0027%	0.0024%	0.0021%	0.0010%	0.0008%
ABC Board's proportion of the net pension liability (asset) (\$)	40,788	51,359	\$ 9,602	\$ (5,839)	\$ 9,643
ABC Board's covered-employee payroll	\$ 148,411	\$ 137,887	\$ 136,074	\$ 81,853	\$ 58,101
ABC Board's proportionate share of the net pension liability (asset) as a percentage of its covered-employee payroll	27.48%	37.25%	7.06%	(7.13%)	16.60%
Plan fiduciary net position as a percentage of the total pension liability**	94.18%	91.47%	98.09%	102.64%	94.35%

* The amounts presented for each fiscal year were determined as of the prior fiscal year ending June 30.

** This will be the same percentage for all participant employers in the LGERS plan.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
ABC Board's Contributions
Required Supplementary Information
Last Five Fiscal Years

Local Government Employees' Retirement System

	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>	<u>2014</u>
Contractually required contribution	\$ 14,446	\$ 12,140	\$ 10,590	\$ 10,886	\$ 6,947
Contributions in relation to the contractually required contribution	14,446	12,140	10,590	10,886	6,947
Contribution deficiency (excess)	<u>\$ -</u>				
ABC Board's covered-employee payroll	\$ 171,361	\$ 148,411	\$ 137,887	\$ 136,074	\$ 81,853
Contributions as a percentage of covered-employee payroll	8.43%	8.18%	7.68%	8.00%	8.49%

Supplementary Information

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedules of Store Expenses
For the years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Building Repairs and Maintenance	\$ 19,490	\$ 18,573
Cash over/short	(183)	(106)
Equipment Repairs and Maintenance	1,381	1,117
Group Insurance	38,890	32,143
Insurance	8,744	9,342
Maintenance Agreement	6,116	5,900
Payroll	210,307	186,529
Payroll Taxes	16,884	13,888
Security	185	185
Supplies	7,824	8,064
Telephone	2,257	2,204
Utilities	7,500	7,186
Total Store Expenses	<u>\$ 319,395</u>	<u>\$ 285,025</u>

See independent auditor's report.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedules of Administrative Expenses
For the years ended June 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Bank Charges	\$ 41,422	\$ 37,453
Board Member Expense	7,200	7,200
Data Processing	-	958
Dues and Subscriptions	2,077	1,393
Late Penalties	-	133
Licenses and Permits	-	-
Miscellaneous	-	57
Office Supplies	1,621	1,637
Outside Services	24,762	23,579
Postage	749	824
Professional Services	12,725	13,449
Retirement Expense	18,094	17,888
Training	77	-
Travel	415	372
Unemployment Tax	-	1,351
Total Administrative Expenses	<u>\$ 109,142</u>	<u>\$ 106,294</u>

See independent auditor's report.

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedule of Distributions of Profits
For the year ended June 30, 2018

<u>Distribution Type</u>	<u>Recipient</u>	<u>Amount</u>	<u>Date of Distribution</u>	<u>Restrictions on Use</u>
Law Enforcement	Town of Weaverville	\$ 1,587	9/30/2017	Alcohol law enforcement
	Town of Weaverville	995	6/29/2018	Alcohol law enforcement
	Town of Weaverville	<u>2,282</u>	Payable at 6/30/18	Alcohol law enforcement
Total		<u>\$ 4,864</u>		
Alcohol Education	Town of Weaverville	\$ 2,222	9/30/2017	Alcohol and rehab education
	Town of Weaverville	1,392	6/29/2018	Alcohol and rehab education
	Town of Weaverville	<u>3,195</u>	Payable at 6/30/18	Alcohol and rehab education
Total		<u>\$ 6,809</u>		
Municipality	Town of Weaverville	\$ 31,747	9/30/2017	None
	Town of Weaverville	<u>19,893</u>	6/29/2018	None
Total		<u>\$ 51,640</u>		

Weaverville ABC Board
(A Component Unit of the Town of Weaverville)
Schedule of Revenues and Expenditures - Budget and Actual
For the year ended June 30, 2018

	<u>2018 Original Budget</u>	<u>2018 Revised Budget</u>	<u>2018 Actual</u>	<u>Variance Positive (Negative)</u>
Revenues:				
Operating Revenues:				
Liquor Sales – Regular	\$ -	\$ -	\$ 2,882,589	\$ -
Mixed Beverage Sales	-	-	140,560	-
Wine/Mixer Sales	-	-	9,811	-
Total	<u>2,874,198</u>	<u>2,874,198</u>	<u>3,032,960</u>	<u>158,762</u>
Non-Operating Revenues/(Expenses):				
Interest Income	-	-	442	442
Restitution Income	-	-	1,044	1,044
Total revenues	<u>2,874,198</u>	<u>2,874,198</u>	<u>3,034,446</u>	<u>160,248</u>
Expenditures:				
Taxes Based on Revenue:				
State Excise Tax	-	-	665,346	-
Mixed Beverage Tax (Revenue)	-	-	11,759	-
Mixed Beverage Tax (Human resources)	-	-	1,176	-
Rehabilitation Tax	-	-	8,842	-
Wine/Mixer Sales Tax	-	-	687	-
Total	<u>661,066</u>	<u>661,066</u>	<u>687,810</u>	<u>(26,744)</u>
Cost of Goods Sold	<u>1,523,325</u>	<u>1,523,325</u>	<u>1,604,724</u>	<u>(81,399)</u>
Operating Expenses:				
Salaries and benefits	300,116	300,116	280,612	19,504
Board member expense	7,200	7,200	7,200	-
Utilities	10,600	10,600	9,757	843
Repairs & maintenance	29,932	29,932	27,172	2,760
Office/store supplies	11,825	11,825	10,011	1,814
Insurance – general & bonds	9,155	9,590	8,744	846
Travel	800	800	492	308
Professional fees	43,699	43,699	39,564	4,135
Credit card fees	43,022	43,022	41,422	1,600
Contingencies	11,000	10,565	-	10,565
Total	<u>467,349</u>	<u>467,349</u>	<u>424,974</u>	<u>42,375</u>
Capital outlay:	<u>10,900</u>	<u>10,900</u>	<u>-</u>	<u>10,900</u>
Debt service:	<u>127,500</u>	<u>127,500</u>	<u>128,454</u>	<u>(954)</u>
Total expenditures	<u>2,790,140</u>	<u>2,790,140</u>	<u>2,845,962</u>	<u>(55,822)</u>
Distributions:				
Law enforcement	4,204	4,204	4,864	(660)
Alcohol education & rehab.	5,884	5,884	6,809	(925)
Municipal	72,942	72,942	51,640	21,302
Total	<u>83,030</u>	<u>83,030</u>	<u>63,313</u>	<u>19,717</u>
Total expenditures & distributions	<u>2,873,170</u>	<u>2,873,170</u>	<u>2,909,275</u>	<u>(36,105)</u>
Revenues over expenditures	<u>1,028</u>	<u>1,028</u>	<u>125,171</u>	<u>124,143</u>
Other financing (uses):				
Working capital retained (Unrestricted funds)	<u>(1,028)</u>	<u>(1,028)</u>	<u>(120,751)</u>	<u>(119,723)</u>
Revenues over expenditures and other financing (uses)	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,420</u>	<u>\$ 4,420</u>
Reconciliation from budgetary basis (modified accrual) to full accrual:				
Reconciling items:				
Depreciation			\$ (74,453)	
Increase in compensated absences			85	
Pension expense			(3,648)	
Decrease in accrued interest payable			719	
Principal portion of debt payments			72,877	
Total			<u>(4,420)</u>	
Change in net position			<u>\$ 120,751</u>	

See independent auditor's report.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 19, 2018

Subject: Strategic Plan – Final Draft

Presenter: Selena Coffey, Town Manager

Attachments: Final Draft

Description:

At its October workshop, Town Council discussed and made revisions to the draft of the 2018-2021 Strategic Plan. These revisions have been included in the attached final draft, which is ready for approval at this meeting. Staff has also attached a 2018-2021 Strategic Plan In Brief document that summarizes the goals and objectives laid out within the Plan.

Action Requested:

The Town Manager recommends approval of the attached final draft of the Strategic Plan.

2018 - 2021 Strategic Plan

Town of Weaverville
North Carolina

Goals:

Quality services

Regional collaboration

Beneficial land use planning efforts

Successful downtown

Legislative outreach

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Final Draft

Introduction

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



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

What is a Strategic Plan?

A strategic plan is an action-oriented set of strategies and action steps developed to accomplish a mission that is responsive to a dynamic, changing environment. Typically, a Town's strategic plan addresses the following:

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

Goals, Strategies, and Action Planning

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



In order to make sure that we make progress toward meeting our goals, Town Council has identified a number of strategies and action steps to keep us on track. Strategies describe *a plan* of attack – a description of the programs, approaches, and projects to be undertaken. Goals, strategies, and objectives are revisited and revised annually.

Identification of Strategic Issues

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

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

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

Based on the previous comments, what are the priorities?

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

The following section reflects raw input for each of the aforementioned questions:

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

3 – 5 Year Visioning:

- Successful businesses on North and South Main Street
- Thriving businesses downtown
- Recreational opportunities
- More walkable town – greenways, sidewalks
- Affordable housing – mixed income housing, additional housing opportunities
- Not much different than it is today, i.e. preserve and protect the town the way it is now
- Underground utility lines



- Cooperation/coordination in terms of land use issues
- No more fast food
- Balance of different land uses, i.e. residential, commercial, industrial
- ETJ authority restored (and expanded)
- Lake Louise Community Center construction
- Access to I-240 resolved
- Town will have an idea of where and how much we want to grow



15 – 20 Year Visioning

- Strive for a balanced community; Balance of different land uses, i.e. residential, commercial and industrial
- Give serious consideration to traffic ‘choke’ points; Local transportation planning
- Maintain our ‘gem’ of a downtown area
- Community with diverse public facilities; Walkability, Physical landscape fills the needs of a more diverse community
- Vibrant parks and connected greenways
- Self-sustaining, vibrant community with a mix of young, old, long-term and new residents with a common bond of living in a safe space that meets their needs
- Annexation of surrounding areas
- Vibrant entrepreneurial atmosphere
- Adequate infrastructure/services
- To be the town where people want to live in or open businesses in

2. *What do you perceive as the Town’s challenges in achieving the “perfect Weaverville? How could the Town address these challenges?*

Note: The second question was posed for the purpose of establishing goals. These are noted as sub-bullets below.

- State legislature actions have negative impacts on municipalities:
 - Outreach to legislators on significant issues, particularly the Town’s need for ability to annex
- The Town has a small land area:

- Need local legislation for extra-territorial jurisdiction
- Voluntary annexation
- Utility extension policy improvements
- Encourage involvement by young residents
 - Advertising towards younger population
 - Educate newcomers about Weaverville
 - Popup tents at events by Town of Weaverville
 - Make announcements about involvement by young people at events (i.e. Music on Main)
 - Childcare during meetings
- Water as an obstacle; Sewer may also pose an obstacle
- Unifying North Buncombe County
- Demand for services; Infrastructure limitations (do we have enough resources, i.e. firefighters, equipment, etc.)
- Hostility to planning at the County level
 - Relationship development
- Apathy/NIMBY; Young people are too busy; Different mindset
 - Find ways to connect with young people
 - Make use of technology, social media (i.e. Facebook, Twitter, Instagram, e-newsletter, etc.)
- Developing and maintaining our own identity

3. Based on the comments from the first two questions, what are the priorities?

- Building legislative relationships
- Maintaining the Town's small-town character as best as possible
- Come to consensus on water and annexation growth so that Council is consistent with the public; Develop that strategy and stay consistent with it
- Identify our best assets and determine how best to capitalize on those assets
Example: intersection of Marshal Hwy/Weaver Blvd and I-26; Identify what the assets are to help us achieve our goals
- Focus on legislative relationships to re-establish ETJ and review zoning map and identify areas consistent or inconsistent with the zoning ordinance
- Review/update Comprehensive Land Use Plan
- Continued efforts on expansion of water plant
- Continued dialogue with MSD regarding potential future expansion of sewer lines

- Building on collaboration with North Buncombe County to work to mutual advantages - “Welcoming of conversation among equals” with North Buncombe, as opposed to Weaverville looking like it is trying to take over
- Ensuring good staff relationships and make sure that they are being taken care of financially; Sound financial planning; Dialogue with staff on risks, infrastructure

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

- Engaging the public on this planning process
- Allow department heads and key staff the opportunity to have input on the priorities addressed today - Allow department heads the opportunity to have input on regional issues
- Calendaring goals, objectives and action steps
- Determining who is responsible for goals, objectives and action steps
- Development of final strategic plan
- Budget for the action steps

Development of the Strategic Plan

Goals

The theme of responses from question one resulted in the following goals for the 2018-2021 Strategic Plan:

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

Objectives

The second question during the Town Council Retreat served as an opportunity for Council to voice input towards the development of goals. Some objectives, action steps, were also gleaned from this step in the planning process. Town Council directed the Town Manager

to meet with Town staff to further develop achievable action steps to be presented for their final review, comment and approval.

Goal 1: To provide town services to meet the needs of the community.

Objectives & Action Steps:

- A. Develop consensus on water and annexation growth and develop policies consistent with that consensus.**
 - 1. Develop policy and procedures to guide Town Council in approving water allocations outside of Town limits.
 - 2. Consider the development of a formal voluntary annexation program.

- B. Revisit the relationship with Asheville Redefines Transit to consider re-establishment of bus route given new residential development within the Town.**

- C. Enhance the Town's outreach to educate the public about the Town's services.**
 - 1. Continue the Citizens Academy.
 - 2. Continue fire prevention programs and participation in school events such as field days and career days.
 - 3. Continue community oriented policing programs, Cops for Kids, school programs, crime prevention programs, etc.
 - 4. Continue public education regarding services provided by the Public Works Department.

- D. Recognize the needs of each Town department in serving an ever-changing and growing population.**
 - 1. Budget adequately to meet service demands (i.e. personnel, equipment, etc.)
 - 2. Maintain and update the capital improvements plan.
 - 3. Address performance objectives as they correlate to the Town vision and mission.
 - 4. Maintain Town facilities and equipment.

Goal 2: To improve regional collaboration.

Objectives & Action Steps:

- A. Strengthen relationship with the Asheville-Buncombe Economic Development Coalition and other economic development organizations.**
- B. Recognize water as a regional resource and identify regional jurisdictions that wish to partner in water production, sale and distribution.**
- C. Consistent involvement and collaboration with neighboring and regional jurisdictions in functional areas, such as police, fire, water resources, etc.**
 - 1. Updates from department heads quarterly regarding regional efforts impacting the Town.
 - 2. Updates from the manager subsequent to manager meetings regarding regional efforts with potential impacts on the Town.
 - 3. Updates from the Mayor regarding regional efforts.
- D. Distribute information regarding regional programs, services and resources available to Town citizens.**

Goal 3: To maximize benefit to the Town in land use planning efforts.

Objectives & Action Steps:

- A. Development of tools to encourage balanced residential economic development.**
 - 1. Revise Subdivision Ordinance to establish criteria and streamline subdivision approval process.
 - 2. Update economic development goals for the Town.
- B. Update the Town's Comprehensive Land Use Plan**
 - 1. Determine whether plan will be updated internally or externally.
 - 2. Complete update of the plan.
 - 3. Implement plan.

C. Investigate options for a geographic information system.

1. Coordinate with Buncombe County to add the Town layer to County GIS.
2. Assess previous mapping efforts, software and equipment.

Goal 4: To promote a successful downtown.

Objectives & Action Steps:

A. Consider a zoning district to serve as a transition between residential and commercial districts.

B. Develop a mechanism to expand business opportunities along the central business district.

C. Consider mixed-use development regulation as a means of expanding development in areas with geographic limitations.

D. Provide information resources marketing downtown and its walkability.

1. Development of and distribution of Town walkability (sidewalks) and parks map.
2. Collaborate with the Weaverville Business Association (WBA) in marketing downtown restaurants, retail businesses, art studios, breweries and recreation amenities.

E. Research grant opportunities for all Town operations and projects, as well as for downtown efforts.

F. Act as a liaison between downtown churches and businesses to identify available parking downtown.

1. Work with leaders from downtown churches to identify potential parking for business employees and visitors.
2. Recognize downtown churches as community collaborators.
3. Create and distribute maps showing parking options in downtown Weaverville.

Goal 5: To increase legislative outreach.

Objectives & Action Steps:

A. Engage legislative representatives regarding the Town's needs.

1. Host meetings with legislative representatives periodically (especially before legislative sessions) to learn legislative priorities and to educate legislators on Town needs.
2. Discuss need for collaborative development along the Town's corporate limits to ease land use conflicts and encourage regional use of resources.

B. Consider opportunities for potential special legislation as Town needs dictate.

Implementation of the Strategic Plan

The strategic plan will be used by the Mayor and Town Council and staff to provide direction for the governing body's leadership role in our community and as a guide for the allocation of resources and prioritization of services provided by the Town. In planning for the future, the Town of Weaverville will be better prepared to respond to challenges and opportunities as they arise.

As noted earlier, the strategic plan is only a document. Its real value is centered in the planning process and, more importantly, its implementation. While the Town may accomplish some of its action steps in the near term, the goals will likely guide our actions for the next several years. Goals, strategies and objectives should be reviewed annually. This review examines the extent to which the strategic issues have been addressed and goals achieved.

Appendix A: Implementation Plan

Goal 1: To provide town services to meet the needs of the community.		
Objectives (followed by Action Steps)	Responsibility	Timeframe
A. Develop consensus on water and annexation growth and develop policies consistent with that consensus.	Town Council Planning Director	Jan. 2019
Action Steps:		
1) Develop policy or procedures to guide Town Council in approving water allocations outside of Town limits.	Town Council Public Works Director	Nov. 2018
2) Consider the development of a formal voluntary annexation program.	Planning Director Town Council	Nov. 2018
B. Reexamine Asheville Redefines Transit to consider re-establishment of bus route given new residential development within the Town.	Councilman McKenna Town Council	Year 2021
C. Enhance the Town's outreach to educate the public about the Town's services.	Town Staff	Ongoing
Action Steps:		
1) Continue the Citizens Academy.	Town Manager Department Heads	Ongoing
2) Continue fire prevention programs and participation in school events such as field days and career days.	Fire Chief Fire Department	Ongoing
3) Continue community oriented policing programs, Cops for Kids, school programs, crime prevention program, etc.	Police Chief Police Department	Ongoing
4) Continue public education regarding services provided by the Public Works Department.	Public Works Director Public Works Department Water Superintendent	Ongoing

Objectives (followed by Action Steps)	Responsibility	Timeframe
D. Recognize the needs of each Town department in serving an ever-changing and growing population.	Town Council Town Manager Department Heads	FY 2019; Ongoing
Action Steps:		
1) Budget adequately to meet service demands (i.e. personnel, equipment, etc.)	Town Manager Department Heads Town Council	Annually
2) Maintain and update the capital improvements plan.	Town Manager Department Heads	Annually
3) Address performance objectives as they correlate to the Town vision and mission.	Town Manager Department Heads	Annually
4) Maintain Town facilities and equipment.	Town Manager Department Heads	Ongoing

Final Draft

Goal 2: To improve regional collaboration.

Objectives (followed by Action Steps)	Responsibility	Timeframe
A. Strengthen relationship with the Asheville-Buncombe Economic Development Coalition and other economic development organizations.	Town Manager Town Council	Ongoing
B. Recognize water as a regional resource and identify regional jurisdictions that wish to partner in water production, sale and distribution.	Town Council Town Manager Public Works Director Water Superintendent	Ongoing
C. Consistent involvement and collaboration with neighboring and regional jurisdictions in functional areas, such as police, fire, water resources, etc.	Town Council Town Manager Department Heads	Ongoing
Action Steps:		
1) Updates from department heads quarterly regarding regional efforts impacting the Town.	Department Heads	Quarterly
2) Updates from the manager subsequent to manager meetings regarding regional efforts with potential impacts on the Town.	Town Manager	Quarterly
3) Updates from the Mayor regarding regional efforts.	Mayor	Monthly
D. Distribute information regarding regional programs, services and resources available to Town citizens.	Town's MSD Representative Town's MPO Representative Mayor Town Manager	Ongoing

Goal 3: To maximize benefit to the Town in land use planning efforts.

Objectives (followed by Action Steps)	Responsibility	Timeframe
<p>A. Development of tools to encourage balanced residential economic development.</p> <p>Action Steps:</p> <p>1) <i>Revise Subdivision Ordinance to establish criteria and streamline subdivision approval process.</i></p> <p>2) <i>Update economic development goals for the Town.</i></p>	<p><i>Town Council Planning Director</i></p> <p><i>Planning Director Planning & Zoning Board</i></p> <p><i>Mayor Root Vice-Mayor Jackson Economic Development Advisory Committee</i></p>	<p><i>Year 2019</i></p> <p><i>Jan. 2019</i></p> <p><i>Feb. 2019</i></p>
<p>B. Update the Town's Comprehensive Land Use Plan (CLUP).</p> <p>Action Steps:</p> <p>1) <i>Determine whether plan will be updated internally or externally.</i></p> <p>2) <i>Complete update of the plan.</i></p> <p>3) <i>Implement plan.</i></p>	<p><i>Planning Director Town Council</i></p> <p><i>Town Council</i></p> <p><i>Planning Director</i></p> <p><i>Town Council Planning Director Town Manager</i></p>	<p><i>June 2019</i></p> <p><i>Sept. 2018</i></p> <p><i>June 2019</i></p> <p><i>July 2019</i></p>
<p>C. Investigate options for a geographic information system.</p> <p>Action Steps:</p> <p>1) <i>Coordinate with Buncombe County to add the Town layer to County GIS.</i></p> <p>2) <i>Assess previous mapping efforts, software and equipment.</i></p>	<p><i>Town Manager Planning Director</i></p> <p><i>Planning Director</i></p> <p><i>Planning Director Town Manager</i></p>	<p><i>March 2019</i></p> <p><i>Feb. 2019</i></p> <p><i>Feb. 2019</i></p>

Goal 4: To promote a successful downtown.

Objectives (followed by Action Steps)	Responsibility	Timeframe
A. Consider a zoning district to serve as a transition between residential and commercial districts.	Town Council Planning Director Planning & Zoning Board	June 2019 (CLUP)
B. Develop a mechanism to expand business opportunities along the central business district.	Planning Director Town Council	June 2019 (CLUP)
C. Consider mixed-use development regulation as a means of expanding development in areas with geographic limitations.	Town Council Planning Director	
D. Provide information resources marketing downtown and its walkability.	Town Manager Town Staff	April 2019
Action Steps:		
1) Development of and distribution of Town walkability (sidewalks) and parks map.	Public Works Director Town Manager	April 2019
2) Collaborate with the Weaverville Business Association (WBA) in marketing downtown restaurants, retail businesses, art studios, breweries and recreation amenities.	Town Manager	April 2019
E. Research grant opportunities for all Town operations and projects, as well as for downtown efforts.	Town Manager Department Heads	Ongoing
F. Act as a liaison between downtown churches and businesses to identify available parking downtown.	Town Manager Public Works Director	Ongoing
Action Steps:		
1) Work with leaders from downtown churches to identify potential parking for business employees and visitors.	Town Manager Public Works Director	Feb. 2018
2) Create and distribute maps showing parking options in downtown Weaverville.	Public Works Director	Apr. 2019

Goal 5: To increase legislative outreach.

Objectives (followed by Action Steps)	Responsibility	Timeframe
<p>A. Engage legislative representatives regarding the Town's needs.</p>	<p>Town Council Town Manager</p>	<p>Jan. 2019</p>
<p>Action Steps:</p>		
<p>1) Host meetings with legislative representatives periodically (especially before legislative sessions) to learn legislative priorities and to educate legislators on Town needs.</p>	<p>Mayor Town Manager</p>	<p>Ongoing</p>
<p>2) Discuss need for collaborative development along the Town's corporate limits to ease land use conflicts and encourage regional use of resources.</p>	<p>Planning Director Town Council Town Manager</p>	<p>Ongoing</p>
<p>B. Consider opportunities for potential special legislation as Town needs dictate.</p>	<p>Town Attorney</p>	<p>Ongoing</p>

Final Draft

2018-2021 STRATEGIC PLAN IN BRIEF

TOWN OF WEAVERVILLE



Goal 1: Provide town services to meet the needs of the community.

- Objective A: Develop consensus on water and annexation growth and develop policies consistent with that consensus.
- Objective B: Revisit the relationship with *Asheville Redefines Transit* to consider re-establishment of bus route given new residential development within the Town.
- Objective C: Enhance the Town's outreach to educate the public about the Town's services.
- Objective D: Recognize the needs of each Town department in serving an ever-changing and growing population.



Goal 2: Improve regional collaboration.

- Objective A: Strengthen relationship with the Asheville-Buncombe Economic Development Coalition and other economic development organizations.
- Objective B: Recognize water as a regional resource and identify regional jurisdictions that wish to partner in water production, sale and distribution.
- Objective C: Consistent involvement and collaboration with neighboring and regional jurisdictions in functional areas, such as police, fire, water resources, etc.
- Objective D: Distribute information regarding regional programs, services and resources available to town citizens.



Goal 3: Maintain balance in land use planning efforts.

- Objective A: Development of tools to encourage balanced residential economic development.
- Objective B: Update economic development goals for the Town.
- Objective C: Update the Town's Comprehensive Land Use Plan.
- Objective D: Investigate options for geographic information systems.



Goal 4: Promote a successful downtown.

- Objective A: Consider a zoning district to serve as a transition between residential and commercial districts.
- Objective B: Develop a mechanism to expand business opportunities along the central business district.
- Objective C: Consider mixed-use development regulation as a means of expanding development in areas with geographic limitations.
- Objective D: Provide information resources marketing downtown and its walkability.
- Objective E: Research grant opportunities for all Town operations and projects, as well as for downtown efforts.
- Objective F: Act as a liaison between downtown churches and businesses to identify available parking downtown.



Goal 5: Increase legislative outreach.

- Objective A: Engage legislative representatives regarding the Town's needs.
- Objective B: Consider opportunities for potential special legislation as Town needs dictate.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 13, 2018
Subject: 2019 July 4 Celebration/Fireworks Discussion
Presenter: Town Manager
Attachments: Email Correspondence from Pyrotecnico; Pyrotecnico Proposal; Site Plan

Description:

At the last Council meeting, Town Council asked that staff bring back additional information regarding fireworks staging locations for the 2019 July 4 display. This information is attached for review. As you will find in reviewing this information, we have looked at three staging locations, with recommendations from Pyrotecnico. These are as follows: 1) Traditional staging on the saddle dam at Lake Louise, 2) Staging on the baseball field at Weaverville Primary School and 3) Staging on the playground at Weaverville Primary School. The Town Manager has reached out to the Principal of Weaverville Primary School to schedule a meeting to discuss the potential for utilizing the School's playground or ballfield for staging the fireworks and should have an update in that regard during Monday's meeting.

The Town Manager and Fire Chief will be available to answer any questions from Town Council.

Council Action Requested:

The Town Manager recommends that Town Council discuss and give direction to the Town Manager as to whether it wishes to proceed with moving the July 4 celebration and fireworks back to downtown

Selena Coffey

From: Justin Pruett <jpruett@pyrotecnico.com>
Sent: Tuesday, November 13, 2018 10:40 AM
To: Selena Coffey
Subject: Re: Plan and Quote
Attachments: 190704 Town of Weaverville Proposal PDF.pdf; Town of Weaverville 2019 Ideas Site Plan PDF.pdf

Selena,

Good morning and thanks for your time last week! I have attached the site plan that shows our two potential spots at the school. **The playground and baseball field options.** The attached proposal shows a max of 2" which would be feasible from the ball field. If we end up at the playground, the proposal would be nearly identical with the exception of the 2" devices being replaced with the same amount of smaller products. Cost would be the same. Cost would also be the same to perform the "normal" show out at the lake location.

While we do have the required distances to do something like this, I want to say that there is a higher than average risk to the adjacent buildings (which we discussed). **We would need in writing, a comprehensive protection plan from the FD in order to perform in such close proximity to the school and town hall.** We may even want to consider boarding the windows of the school if we use the playground location. **I lean towards the ball field** due to fewer windows and getting away from the membrane roofs. Of course, the ball field is slightly lower and presents more site-line issues.

I want to be transparent that while this show is possible (with proper precautions) the viewing area in the downtown vicinity will be extremely limited compared to the lake. And even more so if anyone still has a recollection of what the FD shot downtown years and years ago. It will be night and day different. Not that the show will be poor by any means for those who can see it, but it will be different and present visibility issues without a doubt.

Our team is happy to be of service, but **I must make my professional recommendation to use the traditional site, then the ball field, then the playground as our third choice.**

I have also attached a link below to the company who manufactures the pyro blanket we discussed.

<https://adlinsulflex.com/fire-blankets/pyroblanket-32-oz/>

Thanks!

On Mon, Nov 12, 2018 at 2:55 PM, Selena Coffey <scoffey@weavervillenc.org> wrote:

Hi Justin. I hope you are doing well. I wanted to follow up with you to see if you have a plan and quote prepared for our new fireworks staging area. I need to get this on Town Council's agenda and will need the information by Wednesday. Please let me know if I can assist in any way.

Thanks,

Selena



PYROTECNICO™
VITALE FAMILY FIREWORKS • 1889

Town of Weaverville
Weaverville, NC
July 4, 2019



FX
PYROTECNICO™ fx
AMPLIFYING EXCITEMENT | SINCE 1889



OUR CORE VALUES



We produce each show with tireless dedication. We treat each employee, supplier, and regulator with respect. Individual and team initiative drives our company. Imaginative people are the core of our success. Insuring safety is our top priority. Great performances are our passion.

WHAT THIS MEANS FOR YOUR EVENT

You have a vision for your event and Pyrotecnico will work tirelessly to design a spectacular display to match that vision. Our staff has an unrivaled passion for what we do and that results in superior customer service, advanced display designs, and safe certified/licensed pyrotechnicians for your event.





YOUR EVENT TEAM



Stephen Vitale - President & CEO - svitale@pyrotecnico.com

As the President and CEO of Pyrotecnico, Stephen provides the leadership for all of our employees and creates the philosophy by which we excel. Stephen has 30 years of experience in the fireworks and special effects industries.

Chris Mele - Chief Operations Officer - cmele@pyrotecnico.com

With 22 years of experience, Chris oversees the day to day operations and communications, while managing all of the distribution points and facilities in Pyrotecnico's nationwide network.

Rocco Vitale - Creative Director & Show Designer - rvitale@pyrotecnico.com

Rocco designs all shows and creative aspects of productions. Rocco has been in the business for 15 years.

Rick Hoppe - Chief Financial Officer - rhoppe@pyrotecnico.com

Rick oversees Pyrotecnico's accounting department, and handles Pyrotecnico's daily finances, insurance, and billing.

Chris Liberatore - VP Sales - cliberatore@pyrotecnico.com

Chris supervises the servicing of client accounts, ensuring that you are completely satisfied with our service and your crowd will experience the best show they have ever seen.

Justin Pruet - Show Producer - jpruet@pyrotecnico.com

Justin services client accounts, making sure that all aspects of your program are completed in a timely manner.

Jody Briggs - Sales Assistant - jbriggs@pyrotecnico.com

Jody aids Justin in obtaining all permits necessary for your event and making sure every detail of the preparation process has been addressed.

Client: Town of Weaverville

Event Date: July 4, 2019

Prepared for: Ms. Selena Coffey

Contract Terms:

50% deposit due upon signing of contract. The balance is due within 10 days of completed display.

This Presentation Includes:

- All necessary insurance to include 10 million dollar general liability insurance, 10 million in commercial transportation insurance, and state worker's compensation.
- Our trained technicians to produce the display.
- All transportation and delivery costs. Transportation provided by our commercially licensed drivers.
- All necessary safety precautions to provide a safe and spectacular display, assistance with local and state firework display permits.
- The widest variety of top quality shell and special effects from around the globe that includes our own American products





Opening Presentation

The Opening Presentation will start your display off “with a bang.” A “mini-finale” will excite the crowd and get them energized for a great show.

2 - 49 Shot Quick Thunder Barrages

2 - 49 Shot Quick Color Barrages

196 Total Opening Shells

Body

The majority of your display will be fired during the Body presentation. It will have a balanced pace with constant action. Radiant color combinations like Violet & Lemon, Aqua & Pink, and the always treasured Red, White, & Blue. Amazing effects such as Crossette, Twitter Glittering, Rings, and Color Changing Chrysanthemums will be mixed in to illuminate your skies!

240 2-inch Assorted Aerial Display Shells

Note: Above shells will be individually fired or tied in combination flights of Two, Three, Five or Ten Shells per Flight

240 Total Body Shells

*Body continued on following page

Special Effect Barrages

Special Effect Barrages will enhance your display in ways you haven't seen before. The innovative firings and creative effects matched with imaginative color combinations will give your audience a one-of-a-kind presentation. Wave Willows, Red & Green Falling Leaves, Silver Whirl with Green Glittering Mines, and Lemon & Purple "X" Crossettes are just some of the effects that have brought crowds to their feet with their jaws dropping in amazement.

- 8 - 49 Shot Assorted Straight Barrages
- 8 - 49 Shot Assorted Angled Barrages
- 4 - 90 Shot Assorted Angled Barrages
- 6 - 100 Shot Assorted Angled Barrages
- 10 - 100 Shot Assorted Straight Barrages
- 4 - 2-inch 25 Shot Multi Color Chrysanthemum Barrages

2,844 Total Barrage Shells

Your Grand Finale Presentation

The Grand Finale Presentation is the ultimate crowd pleaser and most exhilarating part of your display. When the sky erupts with Multi-Color Peonies and Thunderous Salutes, there is no better visual experience. They will end your event in style and leave the audience wanting more!

- 10 - 49 Shot Quick Color Barrages
- 10 - 49 Shot Quick THUNDER Barrages
- 10 - 2-inch 25 Shot Multi Color Chrysanthemum Barrages

1,230 Total Finale Shells



DETAILS

\$18,000.00 Fireworks Display

* Electronically- fired display

** Estimated duration of 20-25 minutes

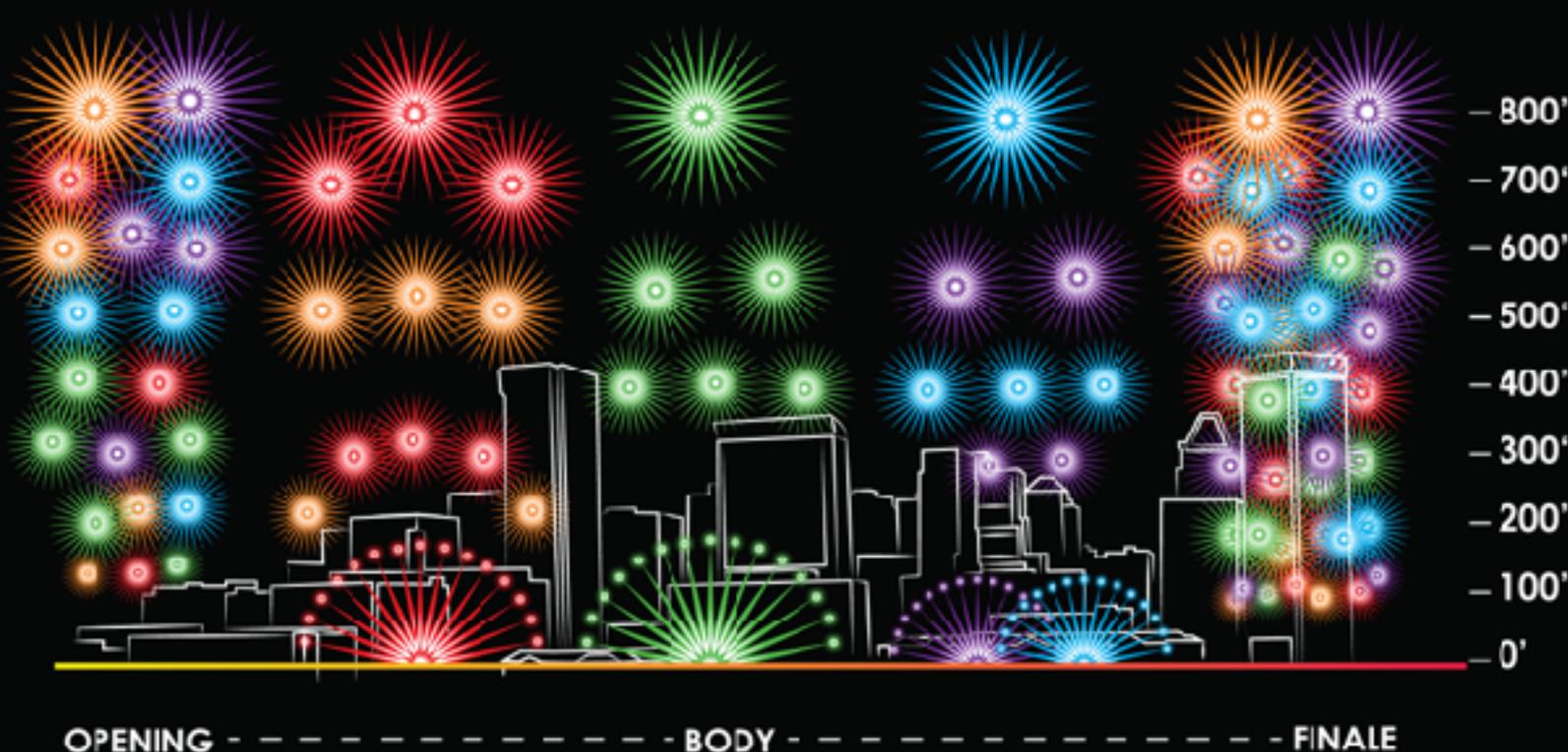
*** Town to provide all necessary road closures and provide required fire protection for all nearby structures and roofs. Coverings, foam, etc required for all roofs.

GRAND TOTAL

\$18,000.00



We take pride in our ability to “layer” the sky with vivid surprises at varying heights and widths, painting the entire sky into beautiful scenes of color. Your show will be unique and precise, with a timeline that will include an opening mini-finale of bursts to kick off the display, followed by a body filled with unique scenes and special effect barrages, and concluding with a grand finale that will light up the sky like nothing your audience has ever seen!



- *Maximum shell heights will vary for each individual display.
- On average, shells will reach 100' of elevation for every inch in shell diameter.
(Example: 2" shells will reach approximately 200' in elevation.)



AMPLIFYING EXCITEMENT SINCE 1889

UNMATCHED INNOVATION

Imaginative people are the core of our success, and our creative team is constantly raising the bar and scouring the globe for new technologies. You can rest assured that your display will be innovative and unforgettable in every aspect.

AWARD-WINNING DISPLAY DESIGN

Our creative team has won many international awards for our unique choreography and impeccable synchronicity, including the coveted Gold Jupiter award among others.

EXCEPTIONAL TEAM

Our exceptional team will ensure that every aspect of your show is completely taken care of from permitting and safety regulations to show execution and clean up, so you can sit back and enjoy the time leading up to your exciting event. We will have the details under control every step of the way.

125 YEARS EXPERIENCE

We are bringing 125 years of experience to the table, giving us the knowledge and ability to use the absolute best technology, techniques, and the most innovative products with the utmost safety. We have lived and breathed fireworks and special effects for 125 years, and we will see your show through from concept to clean up.



800.854.4705 • WWW.PYROTECNICO.COM





THANK YOU

Thank you for the time and consideration that you have given us.

We recognize that your standards of excellence must be matched by the vendors that you select for any event. We are honored to have this opportunity to accomplish something spectacular for your organization, and will always strive to exceed expectations.

Pyrotecnico will work tirelessly throughout this process to ensure that every element of the program runs smoothly. From permitting and license paperwork, to design and choreography, to the safe operation of your display, we will endeavor to provide peace-of-mind throughout our partnership.

Thank you again and we look forward to hearing from you very soon.

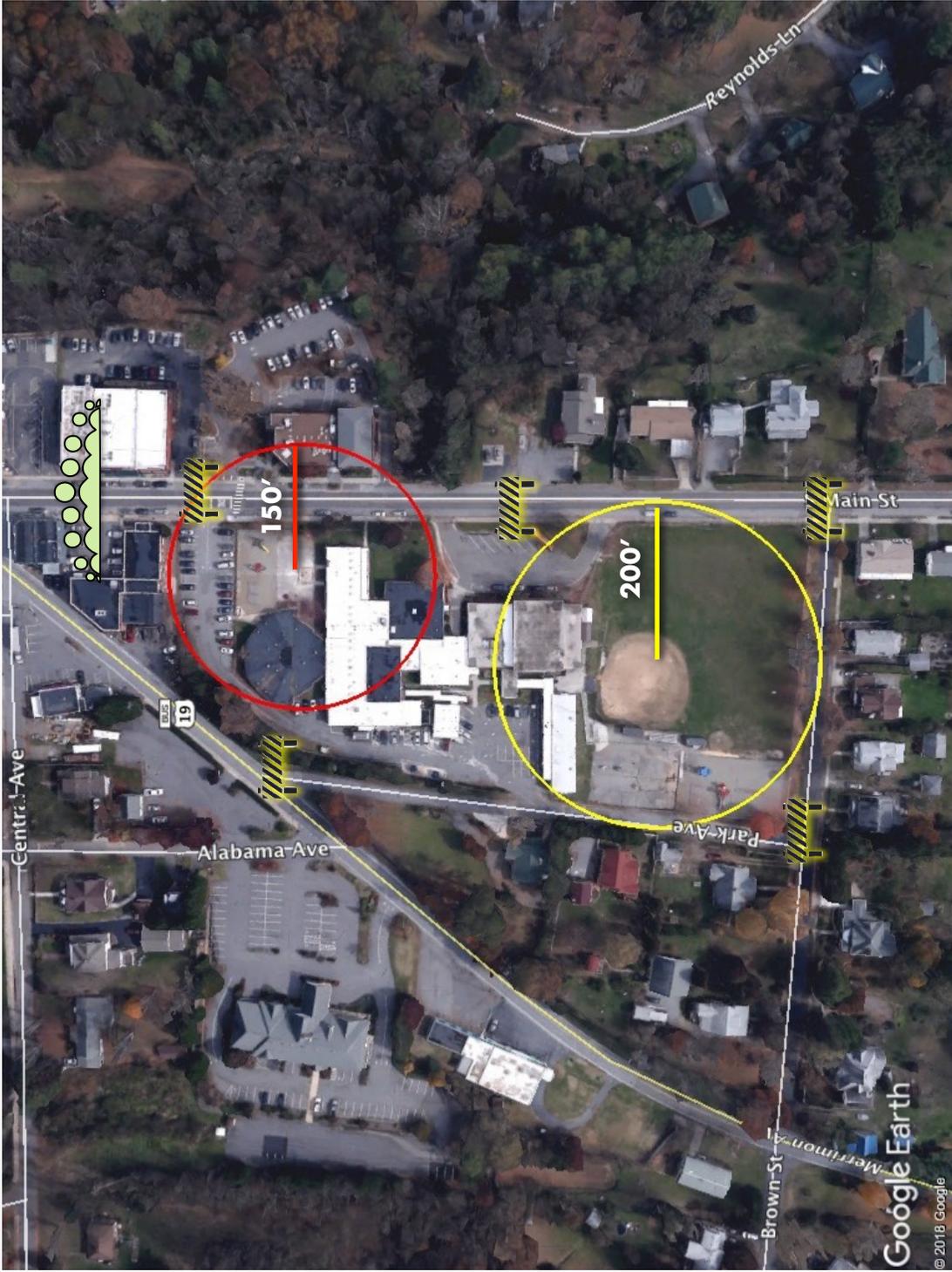
A handwritten signature in white ink, appearing to read 'Justin Pruett'.

Justin Pruett | Show Producer
800. 854. 4705 (Office)
803. 271. 5944 (Cell)



800.854.4705 • WWW.PYROTECNICO.COM





- Audience

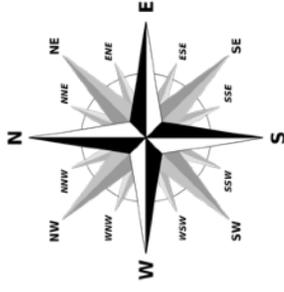
- Closed

- Radius

- Safety Fallout Zone

TBD Safety Fall Out Radius

1.5-2" Maximum Device Per Pyrotechnico 100' Per Inch Policy



Town of Weaverville

July 4, 2019

Potential Sites

Address TBD

REVISED DATE: 11/12/18

DRAWN BY:
Justin Pruett

NOTES:
Site plan is drawn to an approximate scale using NFPA 1123, NFPA 1126 or NFPA 160 as applicable.



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: November 19, 2018
SUBJECT: Sale of Old Bus Garage – 13 Central Avenue
PRESENTER: Town Manager
ATTACHMENTS: Due Diligence Request and Agreement
Apex Termite Treatment Estimate
Sales Contract and Extension Agreement

DESCRIPTION/SUMMARY OF REQUEST:

The Town of Weaverville recently entered into a contract for the sale of its surplus property located at 13 Central Avenue to Lexington Glassworks. The examination period was extended through November 20, 2018 in order to allow Lexington Glassworks the opportunity to thoroughly inspect the property and obtain firm estimates on the repair work that is necessary on site. As previously reported to you, Lexington Glassworks submitted a request for a credit on the purchase price due to the extensive repair work that they anticipate must be undertaken; however, this request has been rescinded.

As the examination period draws to a close Lexington Glassworks has requested that the Town perform the termite treatment for a current termite infestation on the property. The termite infestation was unknown to Town staff and not evident prior to the original offer being made by Lexington Glassworks. The Town Manager and Public Works Director, therefore, recommend that the Town provide the termite treatment out of funds within the Public Works budget, with no budget amendment being necessary.

The Town's real estate agent, Cindy Ward, has indicated that Lexington Glassworks is finalizing financing and is looking forward to closing on or about December 7th.

TOWN COUNCIL ACTION REQUESTED:

Town Council is asked to approve the attached Due Diligence Request and Agreement and allow a Town expenditure for the requested termite treatment out of the Public Works budget and to authorize the Mayor and appropriate staff to execute and deliver any and all closing documents for a closing to occur in early December.

DUE DILIGENCE REQUEST AND AGREEMENT
[See Guidelines for completing this form (Standard form # 310G)]

Lexington Glassworks, as Buyer,
and Town of Weaverville, as Seller,
have entered into an Offer to Purchase and Contract ("Contract") regarding the purchase and sale of the following property (insert property address): 13 Central Ave, Weaverville, NC
brick and block building on .19 acres PIN 9742-27-8468-00000 ("Property").

1. Based upon Buyer's Due Diligence, the Buyer requests and the Seller agrees to the following: treat for termites per Apex estimate 9/28/18

In the event the parties have agreed to any adjustment in the condition of the Property, then such adjustment shall be completed prior to Settlement in a good and workmanlike manner. Seller shall notify Buyer upon completion of the above and provide Buyer with documentation thereof. Buyer shall have the right to verify that the items above have been completed in a good and workmanlike manner. Unless otherwise indicated in the Contract or this Agreement, such verification shall be at Buyer's expense.

NOTE: If the parties agree herein to a change in the Purchase Price or the amount Seller agrees to pay toward Buyer's expenses associated with the purchase of the Property, the Agreement to Amend Contract (Form 4-T) should be completed and signed by the parties to reflect the change. However, the parties' failure to complete and sign Form 4-T will not affect the validity of any agreement reached hereunder. Buyer is advised to confirm with Buyer's lender that this amount will not exceed the amount lender will allow Seller to contribute.

NOTE: Unless otherwise agreed, Buyer retains the right to conduct Due Diligence during the period agreed to in Paragraph 1(j), Due Diligence Period, of the Offer to Purchase and Contract. Buyer is advised to consult with Buyer's lender regarding this Agreement and/or any Agreement to Amend Contract prior to the expiration of the Due Diligence Period.

2. **Release of Inspection Reports:** Buyer does does not agree to release any inspection reports to Seller.
3. **Agreement:** This agreement shall become effective on the date it has been signed by both parties. All changes, additions or deletions hereto must be in writing and signed by all parties.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. MAKES NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION.

DocuSigned by:
Buyer: Arthur Guilford Date 11/13/2018 Seller: _____ Date _____
Lexington Glassworks Town of Weaverville

Buyer: _____ Date _____ Seller: _____ Date _____

Entity Buyer: Lexington Glassworks Entity Seller: Town of Weaverville
(Name of LLC/Corporation/Partnership/Trust/etc.) (Name of LLC/Corporation/Partnership/Trust/etc.)

By: _____ By: _____

Name: G.K. Design Name: Selena D. Coffey, MPA, ICMA-CM

Title: Arthur Guilford, Owner Title: Town Manager

Date: _____ Date: _____



APEX PEST CONTROL

SERVICE AGREEMENT

NC 1624PW

Mailing Address: P.O. Box 1894 • Weaverville, NC 28787
 apex@apex273pest.com
 Home Office: Asheville • Service Office #01

828-545-PEST
 7 3 7 8

9-28-18

Account Number (OFFICE USE ONLY)

804-240-9577

Phone

grosf@lexingtonglassworks.com

Billing Address (Street)

Jeff Koslow / Lexington Glass Works

Customer Name (or Name of Business Receiving Service)

City

Central Avenue

Service Address if Different from Billing (Street)

Weaverville

State

NC

Zip

28787

SERVICE TO BE RENDERED FOR PREVENTATIVE INFESTATION

SUBTERRANEAN TERMITES POWDER POST BEETLES WOOD BORERS CARPENTER ANTS CARPENTER BEES

VENTS MOISTURE BARRIER OTHER

Pre-Treat Addition Only Spot Treat Only Chemical Only Bait Only Bait & Chemical

PRETREATMENT POST-TREATMENT: Soil Baiting Wood ADVANCE TERMITE BAITING SYSTEM:

NOTES: Treat Entire Building With Liquid Termitidor Applications. Drill and Treat Entire Inside, Rod/Trench and Treat outside Perimeter.

The undersigned agrees to pay APEX PEST CONTROL \$ 5,205.00 for the treatment of the above property and services.

Treatment shall be rendered in accordance with the attached specifications. Upon completion of treatment, a 1-year or 18 months (PPB only) retreatment guarantee, excluding moisture, shall be issued to the customer. After the initial term of this agreement, APEX PEST CONTROL shall make annual reinspection of the property and render any additional service deemed necessary upon payment of the annual renewal fee of \$ 235.00 on or before the expiration of said agreement. This agreement may be transferred to owners, heirs or successors without penalty.

APEX PEST CONTROL's guarantee provides annual inspection and treatment where necessary from year to year as long as the guarantee is kept in force with payment of the annual renewal. The guarantee may be cancelled upon 30 days written notice prior to the anniversary date of this agreement by either party. The customer agrees to maintain the property free of factors contributing to re-infestation of wood boring insects for which the treatment was rendered, such as moisture from drains, faulty plumbing, trash or wood in direct contact with the ground. Any violation shall relieve APEX PEST CONTROL of its obligation under its service agreements. The owner agrees that any additions or alterations to the treated property shall relieve APEX PEST CONTROL of its obligation, except where the company has performed a preventive chemical treatment upon the area of the addition or alteration. APEX PEST CONTROL shall not be responsible for any existing hidden or exposed damages. The undersigned hereby expressly agrees to all terms and provisions set out in the body of this agreement, and will be effective when approved by APEX PEST CONTROL's manager. Any changes made to this contract must be co-signed by the manager of APEX PEST CONTROL. Other

Talstar One 0.06% Termidor 9.1% Delta Dust 0.05% Termidor Foam 0.005% Advanced Carpenter Ant Bait 0.011%

These prices and conditions are hereby accepted and you are authorized to do the work as specified.

Customer agrees to extend service agreement beyond the first year. (Please initial.)

Apex Employee OL

Lead Employee Hunter Ballard / Jeff Honeycutt SL

Customer's Signature

Date 9-28-18

	PRICE
<input checked="" type="checkbox"/> Treating	\$ 5,205.00
<input type="checkbox"/> Repairs	\$
SUBTOTAL	\$
TOTAL	\$ 5,205.00
PAID ON ACCOUNT	\$
BALANCE	\$
MONTHLY PAYMENT	\$
NUMBER OF MONTHS	
PAYMENT TYPE	

ESTIMATE ONLY

Initial Here



REALTOR® North Carolina Association of REALTORS®

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

THIS AGREEMENT, including any and all addenda attached hereto ("Agreement"), is by and between

Lexington Glassworks

a(n) (individual or State of formation and type of entity) ("Buyer"), and

Town of Weaverville

a(n) (individual or State of formation and type of entity) ("Seller").

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES SET FORTH HEREIN AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH ARE HEREBY ACKNOWLEDGED, THE PARTIES HERETO AGREE AS FOLLOWS:

Section 1. Terms and Definitions: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Property": (Address) 13 Central Ave Weaverville, NC 28787

Plat Reference: Lot(s) , Block or Section , as shown on Plat Book or Slide at Page(s) , County, consisting of acres.

[X] If this box is checked, "Property" shall mean that property described on Exhibit A attached hereto and incorporated herewith by reference,

(For information purposes: (i) the tax parcel number of the Property is: ; and, (ii) some or all of the Property, consisting of approximately acres, is described in Deed Book , Page No. , County.)

together with all buildings and improvements thereon and all fixtures and appurtenances thereto and all personal property, if any, itemized on Exhibit A.

\$ 367,550 (b) "Purchase Price" shall mean the sum of Three hundred & Sixty Seven thousand and five hundred & fifty Dollars, payable on the following terms:

\$ 18,377.50 (i) Bid Deposit Earnest Money shall mean Eighteen thousand & three hundred & seventy seven Dollars or terms as follows: fifty ea.

Upon this Agreement becoming a contract in accordance with Section 14, the Earnest Money shall be promptly deposited in escrow with Clerk, Town of Weaverville (name of person/entity with whom deposited- "Escrow Agent"), to be applied as part payment of the Purchase Price of the Property at Closing, or disbursed as agreed upon under the provisions of Section 10 herein.

Ref. to Town Note : 160A-269



This form jointly approved by: North Carolina Bar Association North Carolina Association of REALTORS®, Inc. Buyer Initials Seller Initials

STANDARD FORM 580-T Revised 7/2017 © 7/2018

ANY EARNEST MONEY DEPOSITED BY BUYER IN A TRUST ACCOUNT MAY BE PLACED IN AN INTEREST BEARING TRUST ACCOUNT, AND: (check only ONE box)

ANY INTEREST EARNED THEREON SHALL BE APPLIED AS PART PAYMENT OF THE PURCHASE PRICE OF THE PROPERTY AT CLOSING, OR DISBURSED AS AGREED UPON UNDER THE PROVISIONS OF SECTION 10 HEREIN. (Buyer's Taxpayer Identification Number is: _____)

ANY INTEREST EARNED THEREON SHALL BELONG TO THE ACCOUNT HOLDER IN CONSIDERATION OF THE EXPENSES INCURRED BY MAINTAINING SUCH ACCOUNT AND RECORDS ASSOCIATED THEREWITH.

\$ _____ (ii) Proceeds of a new loan in the amount of _____ Dollars for a term of _____ years, with an amortization period not to exceed _____ years, at an interest rate not to exceed _____ % per annum with mortgage loan discount points not to exceed _____ % of the loan amount, or such other terms as may be set forth on Exhibit B. Buyer shall pay all costs associated with any such loan.

\$ _____ (iii) Delivery of a promissory note secured by a deed of trust, said promissory note in the amount of _____ Dollars being payable over a term of _____ years, with an amortization period of _____ years, payable in monthly installments of principal, together with accrued interest on the outstanding principal balance at the rate of _____ percent (_____ %) per annum in the amount of \$ _____, with the first principal payment beginning on the first day of the month next succeeding the date of Closing, or such other terms as may be set forth on Exhibit B. At any time, the promissory note may be prepaid in whole or in part without penalty and without further interest on the amounts prepaid from the date of such prepayment. (NOTE: In the event of Buyer's subsequent default upon a promissory note and deed of trust given hereunder, Seller's remedies may be limited to foreclosure of the Property. If the deed of trust given hereunder is subordinated to senior financing, the material terms of such financing must be set forth on Exhibit B. If such senior financing is subsequently foreclosed, the Seller may have no remedy to recover under the note.)

\$ _____ (iv) Assumption of that unpaid obligation of Seller secured by a deed of trust on the Property, such obligation having an outstanding principal balance of \$ _____ and evidenced by a note bearing interest at the rate of _____ percent (_____ %) per annum, and a current payment amount of \$ _____.

\$ 349,172.50 (v) Cash, balance of Purchase Price, at Closing in the amount of _____ Dollars.

(c) "Closing" shall mean the date of completion of the process detailed in Section 11 of this Agreement. Closing shall occur on or before September 30, 2018 or October 30, 2018

(d) "Contract Date" means the date this Agreement has been fully executed by both Buyer and Seller. November 15, 2018

(e) "Examination Period" shall mean the period beginning on the first day after the Contract Date and extending through 5:00pm (based upon time at the locale of the Property) on 30 days Examination Period

TIME IS OF THE ESSENCE AS TO THE EXAMINATION PERIOD.

Buyer Initial [Signature] Seller Initials [Signature] Page 2 of 8

STANDARD FORM 580-T
Revised 7/2017
© 7/2018
13 Central

(f) **"Broker(s)"** shall mean:
 _____ Weaverville Realty (Dixie Whitman Inc.) _____ ("Listing Agency"),
 _____ Cynthia A. Ward _____ ("Listing Agent" - License # 223555)
 Acting as: Seller's Agent; Dual Agent
 and _____ Weaverville Realty (Dixie Whitman Inc.) _____ ("Selling Agency"),
 _____ ("Selling Agent" - License # 223555)
 Acting as: Buyer's Agent; Seller's (Sub) Agent; Dual Agent

(g) **"Seller's Notice Address"** shall be as follows:

 e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(h) **"Buyer's Notice Address"** shall be as follows:

 e-mail address: _____ fax number: _____
 except as same may be changed pursuant to Section 12.

(i) If this block is marked, additional terms of this Agreement are set forth on **Exhibit B** attached hereto and incorporated herein by reference. (Note: Under North Carolina law, real estate agents are not permitted to draft conditions or contingencies to this Agreement.)

(j) If this block is marked, additional terms of this Agreement are set forth on the Additional Provisions Addendum (Form 581-T) attached hereto and incorporated herein by reference.

Section 2. Sale of Property and Payment of Purchase Price: Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

Section 3. Proration of Expenses and Payment of Costs: Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, mortgage payments and utilities or any other assumed liabilities as detailed on attached **Exhibit B**, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), any deferred or rollback taxes, and other conveyance fees or taxes required by law, and the following:

Buyer shall pay recording costs, costs of any title search, title insurance, survey, the cost of any inspections or investigations undertaken by Buyer under this Agreement and the following:

Each party shall pay its own attorney's fees.

Section 4. Deliveries: Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Contract Date copies of all material information relevant to the Property in the possession of Seller, including but not limited to: title insurance policies (and copies of any documents referenced therein), surveys, soil test reports, environmental surveys or reports, site plans, civil drawings, building plans, maintenance records and copies of all presently effective warranties or service contracts related to the Property. Seller authorizes (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; and (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys. If Buyer does not consummate the Closing for any reason other than Seller default, then Buyer shall return to Seller all materials delivered by Seller to Buyer pursuant to this Section 4 (or Section 7, if applicable), if any, and shall, upon Seller's request, provide to Seller copies of (subject to the ownership and copyright interests of the preparer thereof) any and all studies, reports, surveys and other information relating directly to the Property prepared by or at the request of Buyer, its employees and agents, and shall deliver to Seller, upon the release of the Earnest Money, copies of all of the foregoing without any warranty or representation by Buyer as to the contents, accuracy or correctness thereof.

Buyer Initials Seller Initials

Section 5. Evidence of Title: Seller agrees to convey fee simple insurable title to the Property without exception for mechanics' liens, free and clear of all liens, encumbrances and defects of title other than: (a) zoning ordinances affecting the Property, (b) Leases (as defined in Section 7, if applicable) and (c) specific instruments on the public record at the Contract Date agreed to by Buyer (not objected to by Buyer prior to the end of the Examination Period), which specific instruments shall be enumerated in the deed referenced in Section 11 (items 5(a), 5(b) and 5(c) being collectively "Permitted Exceptions"); provided that Seller shall be required to satisfy, at or prior to Closing, any encumbrances that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property listed on **Exhibit A**) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

Section 6. Conditions: This Agreement and the rights and obligations of the parties under this Agreement are hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following conditions:

(a) **New Loan:** The Buyer must be able to obtain the loan, if any, referenced in Section 1(b)(ii). Notwithstanding, after _____, Seller may request in writing from Buyer a copy of the commitment letter. If Buyer fails to provide Seller a copy of the commitment letter within five (5) days of receipt of Seller's request, then Seller may terminate this Agreement by written notice to Buyer at any time thereafter, provided Seller has not then received a copy of the commitment letter, and Buyer shall receive a return of Earnest Money.

(b) **Qualification for Assumption:** The obligations of Buyer under this Agreement are conditioned upon Buyer being able to assume the existing loan described above. If such assumption requires the lender's approval, Buyer agrees to use its best efforts to secure such approval and to advise Seller immediately upon receipt of the lender's decision. Approval must be granted on or before _____. On or before this date, Buyer has the right to terminate this Agreement for failure to be able to assume the loan described above by delivering to Seller written notice of termination by the above date, *time being of the essence*. If Buyer delivers such notice, this Agreement shall be null and void and Earnest Money shall be refunded to Buyer. If Buyer fails to deliver such notice, then Buyer will be deemed to have waived this condition. Unless provided otherwise in Section 3 hereof, Buyer shall pay all fees and costs associated with any such assumption, including any assumption fee charged by the lender. At or before Closing, Seller shall assign to Buyer all interest of Seller in any current reserves or escrows held by the lender, any property management company and/or Seller, including but not limited to any tenant improvement reserves, leasing commission reserves, security deposits and operating or capital reserves for which Seller shall be credited said amounts at Closing.

(c) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall show that Seller's title is not fee simple insurable, subject only to Permitted Exceptions, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have thirty (30) days to cure said noticed defects. If Seller does not cure the defects or objections within thirty (30) days of notice thereof, then Buyer may terminate this Agreement and receive a return of Earnest Money (notwithstanding that the Examination Period may have expired). If Buyer is to purchase title insurance, the insuring company must be licensed to do business in the state in which the Property is located. Title to the Property must be insurable at regular rates, subject only to standard exceptions and Permitted Exceptions.

(d) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the date of the offer, reasonable wear and tear excepted, then the Buyer may (i) terminate this Agreement and receive a return of the Earnest Money or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, any of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(e) **Inspections:** Buyer, its agents or representatives, at Buyer's expense and at reasonable times during normal business hours, shall have the right to enter upon the Property for the purpose of inspecting, examining, conducting timber cruises, and surveying the Property; provided, however, that Buyer shall not conduct any invasive testing of any nature without the prior express written approval of Seller as to each specific invasive test intended to be conducted by Buyer. Buyer shall conduct all such on-site inspections, examinations, testing, timber cruises and surveying of the Property in a good and workmanlike manner, at Buyer's expense, shall repair any damage to the Property caused by Buyer's entry and on-site inspections and shall conduct same in a manner that does not unreasonably interfere with Seller's or any tenant's use and enjoyment of the Property. In that respect, Buyer shall make reasonable efforts to undertake on-site inspections outside of the hours Seller's or any tenant's business is open to the public. Buyer shall provide Seller or any tenant (as applicable) reasonable advance notice of and Buyer shall cause its agents or representatives and third party service providers (e.g. inspectors, surveyors, etc.) to give reasonable advance notice of any entry onto the Property. Buyer shall be obligated to observe and comply with any terms of any tenant lease which conditions access to such tenant's space at the

Buyer Initials *CSA* Page 4 of 8 Seller Initials *SPC*

Section 9. Risk of Loss/Damage/Repair: Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

Section 10. Earnest Money Disbursement: In the event that any condition hereto is not satisfied, then the Earnest Money shall be refunded to Buyer. In the event of breach of this Agreement by Seller, the Earnest Money shall be refunded to Buyer upon Buyer's request, but such return shall not affect any other remedies available to Buyer for such breach. In the event of breach of this Agreement by Buyer, the Earnest Money Deposit shall be paid to Seller as liquidated damages and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Section 6(e) or Section 22 of this Agreement. It is acknowledged by the parties that payment of the Earnest Money to Seller in the event of a breach of this Agreement by Buyer is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of such breach. The payment of the Earnest Money to Seller shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty determining Seller's actual damages for such breach.

NOTE: In the event of a dispute between Seller and Buyer over the disposition of the Earnest Money held in escrow, a licensed real estate broker is required by state law (and Escrow Agent, if not a broker, hereby agrees) to retain the Earnest Money in the Escrow Agent's trust or escrow account until Escrow Agent has obtained a written release from the parties consenting to its disposition or until disbursement is ordered by a court of competent jurisdiction. Alternatively, if a broker or an attorney licensed to practice law in North Carolina is holding the Earnest Money, the broker or attorney may deposit the disputed monies with the appropriate clerk of court in accordance with the provisions of N.C.G.S. §93A- 12.

Seller and Buyer hereby agree and acknowledge that the Escrow Agent assumes no liability in connection with the holding of the Earnest Money pursuant hereto except for negligence or willful misconduct of Escrow Agent. Escrow Agent shall not be responsible for the validity, correctness or genuineness of any document or notice referred to under this Agreement. Seller and Buyer hereby agree to indemnify, protect, save and hold harmless Escrow Agent and its successors, assigns and agents pursuant to this Agreement, from any and all liabilities, obligations, losses, damages, claims, actions, suits, costs or expenses (including attorney fees) of whatsoever kind or nature imposed on, incurred by or asserted against Escrow Agent which in any way relate to or arise out of the execution and delivery of this Agreement and any action taken hereunder; provided, however, that Seller and Buyer shall have no such obligation to indemnify, save and hold harmless Escrow Agent for any liability incurred by, imposed upon or established against it as a result of Escrow Agent's negligence or willful misconduct.

Section 11. Closing: At or before Closing, Seller shall deliver to Buyer a special warranty deed unless otherwise specified on Exhibit B and other documents customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for any personalty listed on Exhibit A, an owner's affidavit, lien waiver forms (and such other lien related documentation as shall permit the Property to be conveyed free and clear of any claim for mechanics' liens) and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall cause to be delivered the funds necessary to pay to Seller the Purchase Price. The Closing shall be conducted by Buyer's attorney or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this Agreement shall not be disbursed until the Buyer's attorney's (or other designated settlement agent's) receipt of authorization to disburse all necessary funds.

Section 12. Notices: Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing (which shall include electronic mail) and shall be deemed to have been properly given and received (i) on the date delivered in person or (ii) the date deposited in the United States mail, registered or certified, return receipt requested, to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith, (iii) upon the sender's receipt of evidence of complete and successful transmission of electronic mail or facsimile to the electronic mail address or facsimile number, if any, provided in Section 1(g) as to Seller and in Section 1(h) as to Buyer or (iv) on the date deposited with a recognized overnight delivery service, addressed to the addresses set out in Section 1(g) as to Seller and in Section 1(h) as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith. If a notice is sent by more than one method, it will be deemed received upon the earlier of the dates of receipt pursuant to this Section.

Section 13. Counterparts; Entire Agreement: This Agreement may be executed in one or more counterparts, which taken together, shall constitute one and the same original document. Copies of original signature pages of this Agreement may be exchanged via facsimile or e-mail, and any such copies shall constitute originals. This Agreement constitutes the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto. The invalidity of one or more provisions of this Agreement shall not affect the validity of any other provisions hereof and this Agreement shall be construed and enforced as if such invalid provisions were not included.

Buyer Initials Seller Initials

Section 14. Enforceability: This Agreement shall become a contract when signed by both Buyer and Seller and such signing is communicated to both parties; it being expressly agreed that the notice described in Section 12 is not required for effective communication for the purposes of this Section 14. The parties acknowledge and agree that: (i) the initials lines at the bottom of each page of this Agreement are merely evidence of their having reviewed the terms of each page, and (ii) the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement. This Agreement shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

Section 15. Adverse Information and Compliance with Laws:

(a) **Seller Knowledge:** Seller has no actual knowledge of (i) condemnation(s) affecting or contemplated with respect to the Property; (ii) actions, suits or proceedings pending or threatened against the Property; (iii) changes contemplated in any applicable laws, ordinances or restrictions affecting the Property; or (iv) governmental special assessments, either pending or confirmed, for sidewalk, paving, water, sewer, or other improvements on or adjoining the Property, and no pending or confirmed owners' association special assessments, except as follows (Insert "None" or the identification of any matters relating to (i) through (iv) above, if any):

None

Note: For purposes of this Agreement, a "confirmed" special assessment is defined as an assessment that has been approved by a governmental agency or an owners' association for the purpose(s) stated, whether or not it is fully payable at time of closing. A "pending" special assessment is defined as an assessment that is under formal consideration by a governing body. Seller shall pay all owners' association assessments and all governmental assessments confirmed as of the date of Closing, if any, and Buyer shall take title subject to all pending assessments disclosed by Seller herein, if any.

Seller represents that the regular owners' association dues, if any, are \$ _____ per _____.

(b) **Compliance:** To Seller's actual knowledge, (i) Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to or affecting the Property; (ii) performance of the Agreement will not result in the breach of, constitute any default under or result in the imposition of any lien or encumbrance upon the Property under any agreement or other instrument to which Seller is a party or by which Seller or the Property is bound; and (iii) there are no legal actions, suits or other legal or administrative proceedings pending or threatened against the Property, and Seller is not aware of any facts which might result in any such action, suit or other proceeding.

Section 16. Survival of Representations and Warranties: All representations, warranties, covenants and agreements made by the parties hereto shall survive the Closing and delivery of the deed. Seller shall, at or within six (6) months after the Closing, and without further consideration, execute, acknowledge and deliver to Buyer such other documents and instruments, and take such other action as Buyer may reasonably request or as may be necessary to more effectively transfer to Buyer the Property described herein in accordance with this Agreement.

Section 17. Applicable Law: This Agreement shall be construed under the laws of the state in which the Property is located. This form has only been approved for use in North Carolina.

Section 18. Assignment: This Agreement is freely assignable unless otherwise expressly provided on Exhibit B.

Section 19. Tax-Deferred Exchange: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

Section 20. Memorandum of Contract: Upon request by either party, the parties hereto shall execute a memorandum of contract in recordable form setting forth such provisions hereof (other than the Purchase Price and other sums due) as either party may wish to incorporate. Such memorandum of contract shall contain a statement that it automatically terminates and the Property is released from any effect thereby as of a specific date to be stated in the memorandum (which specific date shall be no later than the date of Closing). The cost of recording such memorandum of contract shall be borne by the party requesting execution of same.

Section 21. Authority: Each signatory to this Agreement represents and warrants that he or she has full authority to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of the party for whom he or she signs and that his or her signature binds such party.

Buyer Initials *CSW* Seller Initials *SR*

Section 22. Brokers: Except as expressly provided herein, Buyer and Seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that: (i) except as to the Brokers designated under Section 1(f) of this Agreement, they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction and (ii) that the compensation of the Brokers is established by and shall be governed by separate agreements entered into as amongst the Brokers, the Buyer and/or the Seller.

Section 23. Attorneys Fees: If legal proceedings are instituted to enforce any provision of this Agreement, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorneys fees and court costs incurred in connection with the proceeding.

EIFS/SYNTHETIC STUCCO: If the adjacent box is checked, Seller discloses that the Property has been clad previously (either in whole or in part) with an "exterior insulating and finishing system" commonly known as "EIFS" or "synthetic stucco". Seller makes no representations or warranties regarding such system and Buyer is advised to make its own independent determinations with respect to conditions related to or occasioned by the existence of such materials at the Property.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:

Individual

[Signature]
Date: 8/9/18

Date: _____

Business Entity

Lexington Glassworks
(Name of Entity)
By: G.K. Design
Name: Arthur Garfield
Title: OWNER
Date: 8/7/18

SELLER:

Individual

[Signature]
Date: 9/18/18

Date: _____

Business Entity

Town of Weaverville
(Name of Entity)
By: [Signature]
Name: Selena D. Coffey, MPA, ICMA-CM
Title: Town Manager
Date: 9/18/18

The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.

Town of Weaverville
(Name of Escrow Agent)

Date: 9/18/18

By: [Signature], Town Manager
[Signature], Town Clerk

Exhibit A

§ 160A-269. Negotiated offer, advertisement, and upset bids.

A city may receive, solicit, or negotiate an offer to purchase property and advertise it for upset bids. When an offer is made and the council proposes to accept it, the council shall require the offeror to deposit five percent (5%) of his bid with the city clerk, and shall publish a notice of the offer. The notice shall contain a general description of the property, the amount and terms of the offer, and a notice that within 10 days any person may raise the bid by not less than ten percent (10%) of the first one thousand dollars (\$1,000) and five percent (5%) of the remainder. When a bid is raised, the bidder shall deposit with the city clerk five percent (5%) of the increased bid, and the clerk shall readvertise the offer at the increased bid. This procedure shall be repeated until no further qualifying upset bids are received, at which time the council may accept the offer and sell the property to the highest bidder. The council may at any time reject any and all offers. (1971, c. 698, s. 1; 1979, 2nd Sess., c. 1247, s. 25.)

Exhibit B

NOTICE OF OFFER TO PURCHASE TOWN PROPERTY AND UPSET BID PERIOD PURSUANT TO NCGS 160A-269

The Town of Weaverville has received and proposes to accept a \$350,000 cash offer for the sale of property owned by the Town of Weaverville in Buncombe County, North Carolina, and more particularly described as follows:

Street Address: 13 Central Avenue, Weaverville, NC, 28787

Parcel Identification Number: 9742-27-8468

Deed Reference: Book 1054 at Page 316

Conditions: To be sold "as is"

Persons wishing to upset the offer that has been received must submit their offer in a sealed envelope marked "upset bid" to the Weaverville Town Clerk at 30 South Main Street, Weaverville, NC, 28787, by 5 pm on August 13, 2018. At that time the Town Clerk will open the bids, if any, and the highest qualifying bid will become the new offer. If there is more than one bid in the highest amount, the first such bid received will become the new offer.

A qualifying higher bid is one that raises the existing offer to an amount not less than \$367,550.00. A qualifying higher bid must be accompanied by a bid deposit in the amount of 5% of the bid and must be submitted in cash, cashier's check or certified check payable to the Town of Weaverville. The Town will return the deposit on any bid not accepted, and the deposit on an offer subject to upset if a qualifying higher bid is received. The Town will return the deposit of the final high bidder at closing.

The Weaverville Town Council must approve the final high offer before the sale is closed, which it intends to do within 30 days after the final upset bid period has passed. The Town reserves the right to withdraw the property from sale at any time before the final high bid is accepted and the right to reject, at any time, all bids.

Further information may be obtained at during normal business hours at Weaverville Town Hall, 30 South Main Street, Weaverville, NC, 28787, or by phone at 828-645-7116.

Derek Huninghake
Weaverville Town Clerk

Posting Date: July 25, 2018
Publication Date: August 2, 2018



AGREEMENT TO EXTEND CONTRACT

Lexington Glassworks ("Buyer") and Town of Weaverville ("Seller") have entered into an Agreement for Purchase and Sale of Real Property (Form 580-T) ("Agreement") with respect to the purchase and sale of the following property: 13 Central Ave, Weaverville, NC ("Property").

Buyer and Seller hereby agree that the Agreement is modified as follows (if the box is checked, the provision applies):

- The Examination Period is hereby extended until November 20, 2018. The consideration for extension of the Examination Period shall be \$ and shall be paid contemporaneously with the execution of this Agreement to Extend Contract. (check only one of the below three boxes)
- Amounts paid pursuant to this provision shall be deposited with Escrow Agent, shall be treated as Earnest Money under the terms of the Agreement, shall be applicable to the Purchase Price and shall be refundable to Buyer in the event of a termination of the Agreement pursuant to Section 6(e) of the Agreement;
- Amounts paid pursuant to this provision shall not be applicable to the Purchase Price, shall be non-refundable and shall be paid directly to the Seller and become the property of Seller upon payment by Buyer.
- Amounts paid pursuant to this provision shall be applicable to the Purchase Price, shall be non-refundable and shall be paid directly to the Seller and become the property of Seller upon payment by Buyer.

- The Closing is hereby extended until November 30, 2018. The consideration for extension of the Closing shall be \$ and shall be paid contemporaneously with the execution of this Agreement to Extend Contract. (check only one of the below three boxes)
- Amounts paid pursuant to this provision shall be deposited with Escrow Agent, shall be treated as Earnest Money under the terms of the Agreement, shall be applicable to the Purchase Price and shall be refundable to Buyer in the event of a termination of the Agreement pursuant to Section 6(e) of the Agreement;
- Amounts paid pursuant to this provision shall not be applicable to the Purchase Price, shall be non-refundable and shall be paid directly to the Seller and become the property of Seller upon payment by Buyer.
- Amounts paid pursuant to this provision shall be applicable to the Purchase Price, shall be non-refundable and shall be paid directly to the Seller and become the property of Seller upon payment by Buyer.

Except as modified herein, the Agreement remains enforceable in accordance with its tenor as originally set forth.



This form jointly approved by: North Carolina Bar Association, North Carolina Association of REALTORS®, Inc.

STANDARD FORM 583-T Revised 7/2017 © 7/2018

Buyer Initials [Signature] Seller Initials _____

Weaverville Realty, 2 South Main Street Weaverville NC 28787 Phone: 8286580700 Fax: 8286588444 Cynthia Ward

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

BUYER:
Individual

SELLER:
Individual

Lexington Glassworks

Town of Weaverville

Date: _____

Date: _____

Date: _____

Date: _____

Business Entity

Business Entity

Lexington Glassworks
(Name of Entity)

Town of Weaverville
(Name of Entity)

DocuSigned by:
By: Arthur Guilford

By: _____

AA7631392EF8444...
Name: **G.K. Design**

Name: **Selena D. Coffey, MPA, ICMA-CM**

Title: **Arthur Guilford, Owner**

Title: **Town Manager**

Date: 10/26/2018

Date: _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 19, 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 August, September, & October 2018

Police Activity Report

<u>Activity</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>Quarter Total</u>	<u>2018 YTD</u>
Vehicle crashes	14	22	19	55	177
Parking Citations	0	0	2	2	31
Written Warnings	34	31	28	93	281
Verbal Warnings	34	17	12	63	189
Misdemeanor Charges	71	80	116	267	694
Felony Charges	13	7	9	29	147
Officer Assist	128	147	130	405	1,222
Alarm Response	21	27	30	78	252
Disturbances	22	28	21	71	226
Escorts / Deliveries	43	37	30	110	476
Business Checks	3,211	3,150	3,217	9,578	32,347
Residential Checks	166	153	210	529	2,104
Unsecured Buildings	12	12	19	43	121
Pedestrian Assist	24	60	57	141	420
Citizen Checks	112	90	75	277	1,026
Assist Motorist	11	7	5	23	79
Suspicious Person/Vehicle	38	25	32	95	316
Traffic Safety	35	24	36	95	335
Citations Issued	56	63	77	196	588
Drug Charges	9	27	25	61	188
D.W.I. Charges	0	0	1	1	8
Reports Taken	48	41	56	145	482
Court Appearance	1	5	3	9	25
Investigation Follow-up	32	29	24	85	328
Vehicle Stop	103	99	95	297	908
C.O.P.P.S. Activities	135	121	131	387	1,239
Totals	4,373	4,302	4,460	13,135	44,268

Part I Offenses

<u>Part I Offense</u>	<u>August</u>	<u>September</u>	<u>October</u>	<i>(Aug-Oct Comparison)</i>	
				<u>=/-</u>	<u>% Change</u>
Murder	0	0	0	0	0%
Rape	0	0	0	0	0%
Robbery (Commercial)	0	0	0	0	0%
Robbery (Individual)	0	0	0	0	0%
Assault	0	0	1	1	100%
Violent Total:	0	0	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	15	12	21	6	40%
Auto Theft	0	0	1	1	100%
Arson	0	0	0	0	0%
Property Total:	15	12	22	7	47%
Part I Total:	15	12	23	8	53%

Part II Offenses

(Aug-Oct Comparison)

<u>Part II Offense</u>	<u>August</u>	<u>September</u>	<u>October</u>	<u>=/-</u>	<u>% Change</u>
Drug	15	32	32	17	113%
Assault Simple	5	0	1	-4	-80%
Forgery/ Counterfeit	5	0	1	-4	-80%
Fraud	1	0	4	3	400%
Embezzlement	0	0	0	0	0%
Stolen Property Incidents	0	0	0	0	0%
Vandalism/Damage to prop.	1	2	3	2	200%
Weapons Offenses	2	0	0	-2	-100%
Sexual Offense	0	0	0	0	0%
Gambling	0	0	0	0	0%
D.W.I.	0	0	1	1	100%
Kidnap	0	0	0	0	0%
Part II Total	29	34	42	13	45%
Incident Total:	44	46	65	21	48%

➤ **Traffic Crash Data**

Department personnel investigated 55 traffic crashes during the period of August, September, & October 2018 which included the following:

Property Damage	\$159,860
Persons Injured	10
Fatalities	0

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

	<u>August</u>	<u>September</u>	<u>October</u>
*High priority calls.....	3.92	4.45	3.43
**Average priority calls.....	6.40	6.88	6.57
***Low priority calls	6.12	16.02	5.99

* 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.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: November 19, 2018
Subject: Fire Department Quarterly Report
Presenter: Ted Williams, Fire Chief
Attachments: Yes

Description:

Presentation of fire department's quarterly report detailing emergency responses, educational events, child passenger safety contacts as well as business inspections.

Council Action Requested:

None

Weaverville Fire Department

August 1, 2018 through October 31, 2018 Activities

Fire	Inside City	Property Loss	Outside City	Property Loss
Brush / Woods	3	0	3	0
Vehicle	2	7,300	0	0
Structure	3	8,000	2	228,300
Investigation	20	0	25	0
Haz-mat Incident	1	0	2	0
Mutual Aid	0	0	39	0
Fire Alarm Activation	23	0	3	0
Public Assistance	10	0	5	0
TOTAL (Fire)	62	15,300	79	228,300
Rescue				
MVA \ MCA	18	0	22	0
EMS \ FR \ Rescue	132	0	125	0
Mutual Aid	0	0	5	0
Search	0	0	0	0
TOTAL (Rescue)	150	0	152	0
TOTAL Fire & Rescue	212	15,300	231	228,300

Remarks: Total Fire\Rescue Alarms: 443
Total Fire Loss: \$243,600 Total Saved: 591,200
Total Inspections: 38

Education and Community Outreach numbers attached

Date: 11/12/2018 TW



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. August, September and October

SafeKids. Child Car Seat Installation.

August = 17 installations.

September = 11 installations

October = 11 installations.

Fire Prevention and Education Classes.

September 22nd. Dry Ridge Apartments. Public Service Appreciation. (Along with Weaverville Police Dept.) 25 people.

September 27th. United Methodist Church. Fire Drill Training. Day Care. 25 People.

September 29th. Summit Hill Climb. (Woodfin) 200 people.

October 30th. Weaverville Primary School. Fall Walk. 140 people.

October 31st. Publix. Trick or Treat. 100 kids.

October 31st. Halloween at Station. 30 kids.

Commercial Business Inspections.

August = 6 inspections.

September = 10 inspections.

October = 22 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

kdavis@weavervillefd.org