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\* Public comment will be permitted at the time of the discussion of the agenda items marked with an asterisk (\*). The content and timing rules applicable to public comment at the opening of the Council Meeting shall also apply to comments on agenda items. Such public comment shall be permitted only after each of Town Council has been provided the opportunity to discuss the respective agenda item.



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Meeting  
Monday, February 25, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, February 25, 2019, 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, Finance Officer Tonya Dozier, Town Clerk Derek Huninghake, Police Chief Alan Wyatt, Fire Chief Ted Williams, Town Planner James Eller, 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**

*Councilman Nagle made a motion to approve the agenda as presented. Councilman McKenna seconded and all voted in favor of the motion.*

### **3. Approval of Minutes**

*Town Manager Coffey recommended to Town Council a change to comments by Doug Theroux on page 16 for the January 28, 2019 Town Council meeting minutes to say, "the lot sizes are only 29 feet wide with 5 foot setbacks, so the home can only be 19 feet wide". Vice Mayor/Councilman Jackson made the motion to approve the minutes from January 8, 2019 Town Council Special-Called Meeting as presented and January 28, 2019 Town Council Regular Meeting with the aforementioned revisions as recommended. Councilman Fitzsimmons seconded the motion and all voted in favor on the approval of the minutes.*

### **4. General Public Comment**

Public comments were received as follows:

Thomas Veasey, 69 Lakeshore Dr., hopes that a commercial kitchen will be added to the new community center. He mentioned that he heard businesses were worried that with a commercial kitchen being added to the community center, it could possibly hurt their catering. He said they shouldn't worry, since it is only for special events like Church pancake suppers or Boy Scouts meals. Mr. Veasey also presented quotes for adding the commercial kitchen that illustrated that the kitchen could be completed for a little less than \$10,000.

Gail Smy, 88 Governor Thomson Terrace, commented that she was having an issue with cats killing her birds and all of our animal ordinances only address dogs, so there is nothing she can do about it. She asked Town Council if they could change the ordinances to address cats, or all pets as well.

## 5. Consent Agenda

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

**A. Monthly Tax Report and Order to Advertise Tax Liens (\$102,968.25) – Adopted the Order to Advertise Tax Liens**

**B. Budget Amendment: Fire Department and Police Department - Approval of Budget Amendment.**

**C. Set Public Hearing for Zoning Map Amendment: Red Cole Drive – Set Public Hearing for Monday, March 18, 2019 at 6:45 pm**

**D. Initial Review of CZD for 37 Brown Street (Weaver College Old Dormitory) – No initial comments were received and the CZD will be reviewed by Planning and Zoning Board**

## 6. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including that she will be at the ICMA Regional Conference in Greenville on Thursday and Friday this coming week; She thanked Town Planner Eller for managing the Tree City application process and she is pleased to announce that the Town has again been designated as a Tree City; Music on Main has been scheduled for Saturday, June 22, 2019; and the Town is working on a plan for hosting a Summer Music Series in the Nature Park on the second Saturday monthly beginning in June and continuing through September.

Mayor Root recognized Town Manager Coffey for all her hard work on the Summer Music Series and thanked Councilman McKenna for providing a form for the Town Manager to use when she is away on trips which will enable her to report to Council the reason for the trip and the benefits the Town can receive from it.

## 7. Discussion and Action Items

### A. Action on Proposed Code Amendments: Multi-Family Development

Town Planner Eller gave a quick recap to Council that before them for approval was the proposed code amendments for regulations on multi-family developments within R-3 and R-12 zoning districts. These regulations transition from being allowed only upon adoption of a conditional zoning district to being permissible with standards. Working in conjunction with the Planning and Zoning Board, staff created additional standards that would be applicable to this use including language on outdoor lighting, sidewalks requirements, garbage receptacles, and lastly, language about the maximum number of units within an individual building, which was set at 24. Town Planner Eller noted that it is important to know that all general applicable regulations do remain in effect for this particular use in this zoning district, and that these regulations come before Town Council having achieved a unanimous recommendation by the Planning and Zoning Board.

*Councilman Nagle made a motion to adopt the Ordinance Amending Weaverville Town Code Chapter 36 Concerning Regulation of Multifamily Residential Development. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.*

### B. Comprehensive Land Use Plan Update

Town Planner James Eller mentioned that before Town Council is a flyer advertising two dates in March for Land Use Information and Public Input Sessions. These sessions will be held on March 21 from 12 pm-3pm and March 26 from 5 pm to 8 pm. The flyer also shows organized groups like HOAs, WBA and churches, how they can request an information/input session in April.

Town Attorney Jackson commented that the meetings in March will be like an open-house style community meeting with a PowerPoint presentation and Q&A session from the community. In April, staff will continue to fine tune the draft and reserve time for organized groups that are interested in having an information/input session. In May, the first draft will be presented to the Planning and Zoning Board for review. In June or July, it will go before Town Council for review, and depending on their schedule, staff will request Council to schedule a joint meeting between the Planning and Zoning Board and them. Town Council will continue their review process until they are ready to adopt.

### **C. Approval of Capital Project Ordinance & Waterline Engineering Agreement**

Town Manager Selena Coffey mentioned to Town Council that the Town has received a letter from USDA, Rural Development that indicates that the \$2.8 million loan has been approved and the funds have been obligated for the project. Since the project will span more than one year, Town Manager Coffey asked Council to approve the proposed Capital Project Ordinance, which essentially establishes a separate fund away from the general fund for this waterline project.

Town Attorney Jennifer Jackson mentioned that the Engineering Services Contract is a uniform contract that has the USDA requirements overlaid in it. She and the Public Works Director Pennell have gone over it with WithersRavenel, Inc. She reminded Council that back at their regular meeting on August 20, 2018, they selected WithersRavenel, Inc. as their engineering firm for Phase 1 and now we are entering into the Phase 2 for the actual design engineering for the waterline. The total engineering cost associated with this is \$405,000, which includes a maximum of \$115,000 included as a high estimate on construction and inspection work. Town Attorney Jackson also noted that we have to be consistent with what was approved by the USDA and the engineering contract, otherwise we have to get permission from USDA to amend, but the figures listed in the contract are consistent with the costs we have had up to this point with a total of \$2,970,600. She thanked Mayor Root for helping review the agreement as well and mentioned that there were a couple changes that need to be added to the agreement: 1) change the language in exhibit I, Limitations of Liability, from "shall not exceed \$50,000" to "shall not exceed total amount of insurance coverage" and 2) change the language in exhibit I to "notwithstanding any other provisions in the agreement, the owners waiver contained in paragraph 6.11 is limited to the following".

Public Works Director Dale Pennell mentioned that it is a USDA requirement to allow 24 months for completion of the project, with a provision to add another 12 months for finalizing all paperwork.

Town Attorney Jackson mentioned that this is a lump sum contract that gets paid out over different phases, depending on where they are on the work. However, should we ask them to do additional work then there are different rates that would apply.

*Vice Mayor/Councilman Jackson made a motion that the attached Capital Project Ordinance and the attached Agreement between the Town of Weaverville and WithersRavenel, Inc. for Professional Services related to the Waterline Extension Project as amended be approved. Councilwoman Sherrill seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.*

### **D. Discussion of Holidays & Leave and Related Personnel Policy Amendment**

Town Manager Selena Coffey mentioned to Town Council that before them is a nine-page Holidays and Leave Analysis, which compares local jurisdictions and private industries paid holidays, annual vacation leave and sick leave accruals. She noted that all comparable jurisdictions do pay out accumulated and unused annual leave, but the maximum amount to be paid out varies. Also, combining annual leave and sick leave into a PTO system would have a negative impact on Town employees in that our employees would not be given creditable service within the retirement system. Town Manager Coffey recommended not making changes to the paid holidays set by Town Council, to keep annual vacation leave and sick leave accruals separate until the state catches up to a PTO system, and keep annual sick leave accruals at 12 days. She did recommend changing the accrued vacation leave days per year for new employees and clarifying that the Town will only pay out 240 hours of accrued vacation leave.

Town Attorney Jennifer Jackson mentioned that sick leave does not get paid out by the Town if an employee leaves, however if the employee retires and has sick leave left, it can be counted as creditable service hours to potentially allow the employee to retire early. Finance Director Dozier mentioned that it could also increase their retirement benefits as those benefits are calculated based on time of service.

Council discussed concerns with the Town's shared leave program and to monitor the sharing of sick leave between employees and department heads. Also, lower hourly pay employees shouldn't be able to share leave with Town

Manager or Department heads with higher hourly pay. It was suggested to look into making all of it sick leave, in a way to encourage the state to update its policy. However, they don't want to hurt the employees so they will keep vacation and sick leave separate until the state catches up.

**Public Comment:**

Thomas Veasey, 69 Lakeshore Drive, commented that he agrees with our Town policy to have paid vacation and sick leave separate. He believes the new PTO policy takes advantage of the employee and gives back to corporations. He would like the Town to keep the policies separate, since the Town isn't losing money, and it will be an added incentive for employees to retire early.

*Consensus was made by Town Council to implement the changes that Town Manager Coffey has recommended.*

**E. Employee Suggestion Incentive Program**

Town Manager Coffey reminded Council that last year during the budget process, Councilman Fitzsimmons made the suggestion to look into creating an Employee Suggestion Incentive Program, so funds were approved within the current year budget. Before Town Council tonight for review, discussion and approval is a draft of the program description. In brief, the program is for eligible employees (not Department Heads) that submit suggestions that both identify the problem and propose a solution. Town Manager Coffey will review each suggestion and present recommendations to the Mayor and Town Council, who will have final approval of any incentives awarded.

*Vice Mayor/Councilman Jackson made a motion to adopt the Employee Suggestion Incentive program as presented. Councilman McKenna seconded the motion. The motion passed by a unanimous vote of Council.*

**F. Quarterly Reports – Police Department**

Chief Davis presented the Weaverville Police Department Quarterly Report for November - December 2018, and January 2019. Chief Davis noted that incidents involving officer activities have increased, but crimes overall have decreased, which means it is taking more time from officer to do same amount of activity. Going forward, Chief Davis is trying to be more efficient, and eliminate costs and paperwork redundancy. He also mentioned that he would like to present future reports in a different format and Town Council was open to that.

**G. Quarterly Reports – Fire Department**

Fire Chief Ted Williams presented the Weaverville Fire Departments Quarterly Report for November - December 2018, and January 2019. They had 23 child passenger safety seat installations, 20 commercial business inspections, and have transitioned their reporting system to a more user friendly, data productive system.

**8. Closed Session**

*Councilwoman Fitzsimmons made the motion to enter closed session as per N.C. Gen. Stat. § 143-318.11(a)(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, of conditions of employment of a public officer or employee, or to hear or investigate a complaint, charge or grievance.*

*Councilwoman Sherrill seconded the motion and by a unanimous vote Council entered into closed session.*

[CLOSED SESSION]

*Councilwoman Sherrill made the motion to exit closed session. Vice Mayor/Councilman Jackson seconded and all voted unanimously to exit closed session and re-enter open session.*

**9. Adjournment**

*Councilman Nagle made the motion to adjourn; Councilwoman Sherrill seconded and all voted to adjourn the Council's meeting at 9:11 p.m.*

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**Derek K. Huninghake, Town Clerk**



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Special Called Meeting  
Monday, March 18, 2019**

The Town Council for the Town of Weaverville met for a Special-Called meeting on Monday, March 18, 2019, at 6:45 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, 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 6:45 p.m.*

### **2. Public Hearing: Rezoning of Parcels on Red Cole Drive**

*Mayor Root opened the Public Hearing.*

Town Planner James Eller mentioned that before Town Council was a proposed zoning map amendment related to five parcels consisting of 4.27 acres located adjacent to Red Cole Drive. The rezoning would convert the parcels from their current zoning of C-2 to R-3. This matter was before the Planning and Zoning Board on March 5, 2019 and achieved a unanimous recommendation. This public hearing has been duly advertised.

### **3. Public Comment – No Comments**

### **4. Adjournment**

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

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**Derek K. Huninghake, Town Clerk**



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Meeting  
Monday, March 18, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, March 18, 2019, 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, Finance Officer Tonya Dozier, Town Clerk Derek Huninghake, Police Chief Ron Davis, Fire Chief Ted Williams, Town Planner James Eller, 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**

*Councilwoman Sherrill made a motion to approve the agenda as presented. Councilman Nagle seconded and all voted in favor of the motion.*

### **3. Approval of Minutes**

*Councilwoman Sherrill made the motion to approve the minutes from February 12, 2019 Town Council Special-Called Meeting and February 25, 2019 Town Council Special-Called Meeting as presented. Councilman Nagle seconded the motion and all voted in favor on the approval of the minutes.*

### **4. General Public Comment**

Public comments were received as follows:

Thomas Veasey, 69 Lakeshore Dr., gave Council a handout and mentioned that after further research, having a commercial kitchen in the community center would require a stainless steel worktable, refrigerator and dishwasher. Adding these three items to the kitchen proposal brings the total to around \$20,000. He is of the opinion that a commercial kitchen should be included in the final plans for the community center.

Tom Plaut, 16 Riddle Ridge Dr., agreed with the kitchen proposal from Mr. Veasey and commented that the commercial kitchen would be a great investment that could be put to good use. Also, with the new land acquired from 97 Lakeshore Drive, there is a beautiful walking trail that leads along the creek that comes to a fence that says, don't go any further due to Weaverville Police Shooting Range. Mr. Plaut wonders if we could have a discussion on possibly moving the gate back so that the trail could be extended.

Bernie Koester, 37 Lakeshore Dr., reiterated the commercial kitchen idea and believes that we are missing out on an opportunity if we don't include that type of kitchen in the new community center. This would be a great way for us to hold dinners for organizations and is only a small amount of money in the whole community center.

## 5. Consent Agenda

*Councilman Nagle moved for the approval of the consent agenda. Vice Mayor/Councilman Jackson 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/Refunds-** *Approved tax release of \$26,100 in value from the real property of Jeffrey Lynn Banks at 26 Bankstown Road bearing PIN 9742-13-0984, so that \$99.18 can be released from the 2018 tax levy.*

**C. Earth Day and Arbor Day Proclamations – Adopted Proclamations recognizing Earth Day on Monday, April 22, 2019 and Arbor Day on April 26, 2019.**

**D. Comprehensive Land Use Update – Staff will be hosting Land Use Information and Public Input Sessions on Thursday, March 21, 2019 from noon to 3 pm and on Thursday, March 26 from 5pm to 8pm. Presentations for organized groups upon request in April.**

## 6. Town Manager's Report

Town Manager Selena Coffey presented her Manager's report to Council including that our Public Works Department will be busy working at the Main Street Nature Park on replacing the old stairs from the municipal parking lot with new stairs, and building a new rustic-style stage to be used for many functions including the Town's summer music series; she gave a big thank you to our Finance Officer Tonya Dozier on coordinating a Shred Day for the Town residents with the State Employees Credit Union on May 11, 2019 from 9am – 12pm; she reported that the Town received a final purchase offer on GovDeals for the Weaverville Police Departments 2011 Dodge Charger for \$4,725; she met with Clark Duncan from the Economic Development Coalition of Asheville/Buncombe and discussed how they can help the Town and how the Town can participate more in what they do there; the Economic Development Coalition has a project coming up later this year where they are adding layers in GIS with the essential goal to be a specific site selection criterion and ask for our participation; she provided an update on the progress that has been made on the Strategic Plan Quarterly Report.

## 7. Discussion and Action Items

### A. Proposed Legislation regarding Local ABC Boards

Rob Chason, ABC Chairman, discussed with Town Council some very important issues that have been gaining a lot of attention recently on North Carolina's controlled system of alcoholic beverage sales. There has been discussion on privatizing the ABC system and currently, there are bills pending in both the NC House of Representatives and NC Senate that would mandate the merger of local ABC Boards into a consolidated county ABC Board. Mr. Chason noted that privatizing would mean we would no longer be a controlled state and profits would go to the business owners, instead of the Town. However, the main focus right now is the bill that's pending in the US Senate and NC House of Representatives that mandates a merger to a consolidated county ABC Board, to which the Weaverville ABC Board is against. He urges Town Council to reach out to their legislators to voice their concerns and to join the Weaverville ABC Board in their opposition to legislation on privatizing the sale of beverages in North Carolina and/or mandate the merger of the local ABC Boards by adopting the proposed resolution.

#### Public Comment:

Ronnie Hilliard, 85 Alexander Rd., noted that he is here speaking as a Weaverville citizen, not a member of the ABC Board. He mentioned that it all comes down to whether you want to keep the control of alcoholic beverage sales like it is now, or let the state have control and decide where the money goes.

Councilman Nagle recommended that the ABC Board and staff should create a letter for Town Council to sign and send to the state. Also, it could be added to the Town website for citizens to do the same. Town Attorney Jackson agreed to draft a sample letter and distribute to Town Council and the ABC Board.

*Vice Mayor/Councilman Jackson made a motion to adopt the proposed Resolution in Support of the Current ABC Control System for the Sale of Liquor. Councilman McKenna seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.*

## **B. Dry Ridge Museum Presentation**

Jan Lawrence, President of the Dry Ridge Museum, presented to Town Council a preparation plan for the move to the new community center. In the past seven weeks, they have cleaned, sorted and accessed the collection, established arrangements for items needing archival protection, and created layout plans and a timeline. At their current location, they estimate that they have been open a total of 60 days and had 1005 visitors. With the new location, they estimate to be open a total of 300 days and to increase number of visitors by targeting groups like retirement homes, scouts, school groups, the Weaverville Tailgate group, and families at Lake Louise. Also, they have come up with interactive ideas like summer programs, costumes and games, and night programs like storytelling and readers' theatre to attract more visitors. Mrs. Lawrence estimates that their 3000 artifacts will be setup in mini-exhibits and permanent exhibits, and can't wait to have a grand opening at the finish of the project.

Council held discussion on the funding of the Dry Ridge Museum insurance, the amount of museum personnel needed to operate at the new location hours, and if the museum would need to have staff there at all times, or if there would be closed exhibits open to the public without staff present.

## **C. Action Regarding Map Amendment on Red Cole Drive**

Town Planner Eller gave a quick recap of the Public Hearing held earlier on the proposed zoning map amendment related to five parcels located adjacent to Red Cole Drive. These five parcels consist of 4.27 acres and the proposed amendment would convert these parcels from their current zoning of C-2 to R-3. The public hearing was advertised and held and the Planning and Zoning Board submitted a unanimous recommendation to Town Council supporting R-3 zoning for these properties.

Mayor Root asked what uses can be made on the lot that as .12 acres. Town Planner Eller mentioned that this is a non-conforming lot in any zoning district. It is his belief and understanding that no homes could be built on this property as it is presently constituted.

*Vice Mayor/Councilman Jackson made a motion to approve the Ordinance Amending the Town's Zoning Map – Rezoning Certain Properties on Red Cole Drive from C-2 to R-3. Councilman Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.*

## **D. Sale of Former Bus Garage**

Town Attorney Jennifer Jackson mentioned that the matter before Town Council on the desire to declare and sale the property located at 13 Central Avenue has been on the agenda several times. She understands that Council still wishes to sell this property, so she has been working with the Mayor and Town Manager to come up with a required sales agreement. Some of the requirements in the sales agreement are that the property is to be sold in an as-is condition, a cash sale without loan contingency, the buyer is to close within 30 days of Town Council's acceptance of the offer or forfeit the bid deposit. The only way for a bid deposit to be returned to a buyer is if the Town breaches the contract or cannot convey market title or the condition of the building changes between the time the contract is signed and closing. Town Attorney Jackson noted that this property is in the C-1 zoning district and if there are other issues that Council would like to restrict, they need to be mentioned tonight so they can be included in the agreement. She mentioned that Councilman Jackson had mentioned today to possibly add a restriction on retail stores selling smoke supplies. C-1 regulations were reviewed as were the restrictions that were on the sale of the old fire station that was sold a few years ago. Mayor Root noted that Council cannot waive the C-1 restrictions, but rather can add other restrictions that are not covered under C-1. Based on the conversation Town Attorney Jackson proposed that in the sales agreement under Section 8, Zoning Regulations, it should be changed to Zoning Regulations and Restrictions and include the following language, "the property is also being sold subject to the following deed restrictions: retail stores that sale smoking supplies and accessories such as pipes, rolling papers, grinders and other paraphernalia used for consumption of tobacco, cannabis or other light substances are prohibited on the property. Also, prohibited are retail stores that sale electronic cigarettes, vaping devices, and related equipment accessories and supplies".

Public Comment:

Bernard Koester, 37 Lakeshore Drive, asked what percentage is required for an individual to upset a bid.

Laura Ayers, 83 Ayers Road, asked if Council has to accept the highest bidder and if there is a current bid.

Ronnie Hilliard, 85 Alexander Road, asked if it was a close bid process until highest bid is confirmed.

Town Attorney Jackson mentioned that to qualify as an upset bid it cannot be less than 10% of first \$1,000, and 5% of the remaining bid. She also stated that Council has to accept the highest bid and there isn't a current bid.

In order to expedite the process, she recommended Town Council propose to accept the offer representing the highest bid received by a set deadline of April 8<sup>th</sup> and direct the Town Clerk to advertise that offer and seek upset bids until a 10-day upset bid expires without a new qualified high bid.

*Vice Mayor/Councilman Jackson made a motion to approve the sales contract as amended to add the deed restrictions and to proceed with sealed bids to be opened on April 8, 2019, to propose to accept the highest offer received on April 8<sup>th</sup>, and begin a 10-day upset bid after that bid opening. Councilman Fitzsimmons seconded the motion. The motion passed by a majority vote of Council. Motion carries 5-0.*

#### **E. Discussion of Delegated Policies with Personnel Policy**

Town Manager Selena Coffey mentioned that Council has given a lot of feedback on the Town's personnel policy over the past year and there are a few areas that delegate the policy development to the Town Manager. Before staff brings back the combined final draft of the personnel policy for Council approval, she wants Council to reconsider whether the following specific policies should be their policies or delegated to the Town Manager. These policies are 1) Use of Town Vehicles and Equipment, 2) Internet and Social Media Use, and 3) Substance Abuse.

Councilman McKenna mentioned that regardless of which entity handles the policy, he suggests advising Council on what direction staff is proposing to take it.

*Consensus was reached by Town Council to have the Town Manager present the proposed policies for Council's review and further discussion.*

#### **F. Annexation Petition/Initial Zoning: Riverside Stump Dump Property Resolution**

Town Clerk Derek Huninghake mentioned to Town Council that the Town has received a voluntary annexation petition for the 19.4 acres of land currently being used as Riverside Stump Dump, and also a zoning map amendment application requesting an initial zoning of R-12 if the property is to be annexed into the Town's municipal limits. If annexed on the property, the Riverside Stump Dump, would be allowed to continue as a nonconforming use; however, it appears that the property owner or developer will seek development approvals from the Town in order to develop the property as a multifamily residential development as allowed under R-12 zoning. In order to consider this annexation request the next step is for Town Council to adopt a resolution which directs the Town Clerk to investigate the sufficiency of the annexation petition and directs the Planning and Zoning Board to review and provide a recommendation on the requested zoning of R-12.

*Vice Mayor/Councilman Jackson made a motion to adopt the proposed resolution concerning the annexation petition and initial zoning submitted for the property located at 135 Monticello Road. Councilman Fitzsimmons seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 5-0.*

#### **G. Quarterly Reports – Public Works & Water Services**

Public Works Director Dale Pennell presented the Public Works and Water Services Quarterly Report for December 2019 through February 2019. Some highlights that he mentioned were that the average use relative to design capacity is at 37% and the monthly usage and future usage is at 62%, which means the Town is well within their means for water production and sales.

**8. Adjournment**

*Councilman Nagle made the motion to adjourn; Councilwoman Sherrill seconded and all voted to adjourn the Council's meeting at 8:51 p.m.*

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**Derek K. Huninghake, Town Clerk**

DRAFT

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Proclamation Honoring the Weaverville Lions Club 70<sup>th</sup> Anniversary  
**Presenter:** Mayor Root  
**Attachments:** Proclamation

**Description:**

Attached is a Proclamation honoring the Weaverville Lions Club for its 70<sup>th</sup> anniversary of service. Members of the Lions Club will be in attendance to accept this honor.

**Council Action Requested:**

Adoption of the Proclamation is requested.

**A Proclamation Recognizing  
The Weaverville Lions Club 70<sup>th</sup> Anniversary**

**WHEREAS**, the Weaverville Lions Club was chartered on April 6, 1949; and

**WHEREAS**, the Weaverville Lions Club has supported and worked in numerous local and state service areas; and

**WHEREAS**, the Weaverville Lions Club has helped to provide vision services for the poor and needy; and

**WHEREAS**, the Weaverville Lions Club has supported the neighboring Marjorie McCune Community in Black Mountain; and

**WHEREAS**, the Weaverville Lions Club has raised funds to provide scholarships to graduating seniors at North Buncombe High School; and

**WHEREAS**, the Weaverville Lions Club has greatly assisted the Weaverville Police Department Cops for Kids program; and

**WHEREAS**, the Weaverville Lions Club has supported various charitable causes and local activities; and

**NOW, THEREFORE I, Allan P. Root**, by virtue of the authority vested in me as Mayor of the Town of Weaverville, along with the Weaverville Town Council, do hereby proclaim that the *Weaverville Lions Club 70th Anniversary* will be celebrated throughout the year of 2019 in honor their ongoing, excellent service to the community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Seal of the Town of Weaverville to be affixed this the **15<sup>th</sup> day of April** in year of **2019**.

\_\_\_\_\_  
Allan P. Root, Mayor

\_\_\_\_\_  
Doug Jackson, Vice Mayor

\_\_\_\_\_  
Dottie Sherrill, Councilwoman

\_\_\_\_\_  
Patrick Fitzsimmons, Councilman

\_\_\_\_\_  
Andrew Nagle, Councilman

\_\_\_\_\_  
Jeff McKenna, Councilman



\_\_\_\_\_  
ATTEST: Derek Huninghake, Town Clerk

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 15, 2019  
**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 April 8, 2019. This report is provided for information only.

No action is requested or required.

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

**AS OF 4/8/2019**

Real Property:	\$750,820,030	
Real Property Discoveries:	1,279,000	
<b>Total Real Property:</b>		\$752,099,030
Personal:	54,787,228	
Personal Discoveries:	30,290,632	
<b>Total Personal:</b>		85,077,860
Public Utilities:		4,952,725
Exemption:		(10,689,570)
Releases:		(1,056,906)
<b>Total Tax Value</b>		<b>\$830,383,139</b>

**Tax Levy @.38 cents per \$100**

Real Property:		\$2,857,976
Personal Property:		323,296
Public Utilities:	18,820	
Less Under \$5 Adjustment	(57)	
<b>Total Public Utilities:</b>		18,763
Exemption:		(40,620)
Releases:		(4,016)
<b>Total Levy (Total Billed)</b>		<b>3,155,399</b>

**Total Current Year Collections** **\$3,099,112**

**% Collected** **98.22%**

**Total Left to be Collected:** **\$56,287**

**Prior Years Paid** **\$151**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 15, 2019  
**SUBJECT:** Comprehensive Land Use Plan Project – Staff Update  
**PRESENTER:** Planning Director/Town Attorney  
**ATTACHMENTS:** None

**DESCRIPTION/SUMMARY OF REQUEST:**

Staff's scheduled land use information/input sessions have been completed. We thought you would be pleased to know that we had a total of over 60 people in attendance (over the 2 sessions), not including the several members of Town Council, Planning and Zoning Board, Board of Adjustment and staff. These sessions were active discussions and provided a good opportunity to not only inform our citizens about land use and other related matters but to also receive valuable input from our community members.

The Reems Creek Golf Community has scheduled a land use information and input session for April 25, so we look forward to engaging with that community in those discussions. We also believe that the Lake Louise Preservation Association might be scheduling a session with us as well.

**COUNCIL ACTION REQUESTED:**

No action requested.

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Road Closure Ordinances:  
**Presenter:** Selena D. Coffey, Town Manager  
**Attachments:** Road Closure Ordinances

- Music on Main, June 22, 2019
- Downtown July 4 Celebration, July 4, 2019

**Description:**

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

**Council Action Requested:**

The Town Manager recommends approval of all three ordinances.

**Suggested Motion:**

*I move to approve the road closure ordinances for Music on Main and the Downtown July 4<sup>th</sup> Celebration.*

**Weaverville North Carolina**

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE MUSIC ON MAIN EVENT SPONSORED BY THE WEAVERVILLE BUSINESS ASSOCIATION**

**WHEREAS**, the Town Council of Weaverville has been approached by the Weaverville Business Association requesting to hold a Music on Main event on South Main Street, Weaverville; and

**WHEREAS**, the Town of Weaverville has acknowledged and agreed to permit said event on the date and times specified below as a community and family oriented event; and

**WHEREAS**, the Weaverville Business Association has completed and provided payment to the Town for the required special event permit and agreed to abide by any and all regulations set forth by Town officials and the State of North Carolina in sponsoring this event; and

**WHEREAS**, the Town Council of Weaverville acknowledges that the Town departments require approximately one (1) hour to install signage, and also requires approximately one (1) hour for removing signage, litter, etc. after the event; and

**NOW THEREFORE BE IT ORDAINED** by the Town Council of Weaverville, pursuant to the authority granted by N.C.G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

*Music on Main, Sponsored by the Weaverville Business Association*

**Date:** Saturday, June 22, 2019

**Time:** 2:00pm until 10:30pm

**Road Closures:**

- Road closure at intersection of Main Street and US-19-BR Merrimon Avenue
- Road closure at 30 South Main Street

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

Adopted this **15th** day of **April 2019**.

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Al Root, Mayor  
Town of Weaverville, N.C.

**Attest:**

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Derek Huninghake, Town Clerk  
Town of Weaverville, N.C.

Town of Weaverville

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE  
Weaverville July 4<sup>th</sup> Celebration**

**WHEREAS**, the Town Council of Weaverville acknowledges a long tradition of hosting a July 4<sup>th</sup> celebration, that benefits the Weaverville and the North Buncombe community; and

**WHEREAS**, the Town Council of Weaverville acknowledges the July 4 downtown celebration will require approximately two (2) hours to install signage, and also will require approximately one (1) hour for removing signage, litter, etc.

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

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

Weaverville Downtown July 4<sup>th</sup> Celebration

Date: July 4, 2019

Time: 3:00pm until 11:30pm

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

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

*Adopted this 15th day of April, 2019*

---

Al Root, Mayor

Attest:

---

Derek Huninghake, Town Clerk

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Approval of FY 2018-2019 Audit Contract  
**Presenter:** Town Finance Director  
**Attachments:** Audit Contract with Gould Killian CPA Group

**Description:**

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2018-2019 Audit. A Request for Proposal for audit services was conducted in the spring of 2018, and Gould Killian was selected at that point. Accordingly, this is the second year of the three-year audit contract for this auditing firm. You will find that the total fee of \$22,150 is only a \$150 increase from the prior year. This \$22,150 includes \$17,950 for the audit and \$4,200 for the completion of the Comprehensive Annual Financial Report. This contract must be executed by the Town in order for the auditor to provide same to the Local Government Commission (LGC).

**Council Action Requested:**

The Town Manager recommends approval of this contract and direction to execute the document and forward same to Gould Killian CPA Group. The following is suggested as a motion to approve this contract:

*I move that the attached audit contract with Gould Killian CPA Group be approved and that the Mayor and Town staff be authorized to execute the same.*



March 21, 2019

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

We are pleased to confirm our understanding of the services we are to provide Town of Weaverville for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Town of Weaverville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

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

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

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

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

- 1) Introductory section
- 2) Statistical section

### **Audit Objectives**

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

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

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

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

### **Audit Procedures—General**

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

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

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

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

#### **Audit Procedures—Internal Control**

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

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

#### **Audit Procedures—Compliance**

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

#### **Other Services**

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

### **Management Responsibilities**

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

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

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

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

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

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

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

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

#### **Engagement Administration, Fees, and Other**

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

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

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

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

We expect to begin our audit in June 2019 and to issue our reports no later than October 31, 2019. Daniel R. Mullinix is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$22,150. This fee covers the financial statement audit and does not include the cost of a single audit. If it is determined that a single audit is also required, there will be an additional fee of \$2,500 for the first major program and \$2,000 for each additional major program. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

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

Very truly yours,

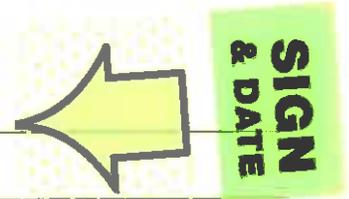


Daniel R. Mullinix  
Certified Public Accountant

RESPONSE:

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

Signature: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



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

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

and	Auditor Name Gould Killian CPA Group, P.A.
	Auditor Address 100 Coxe Avenue, Asheville, NC 28801

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending	Audit Report Due Date
	06/30/19	10/31/19

*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

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

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

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

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

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

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

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

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

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).
  10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
  11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
  12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.
  13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.
- If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.
14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).
27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.
28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

**FEES FOR AUDIT SERVICES**

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

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

**20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.**

**PRIMARY GOVERNMENT FEES**

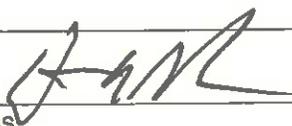
Primary Government Unit	Town of Weaverville
Audit	\$ Fixed: \$17,950 Var: \$2,500 1st maj prgrm, \$2,000 for each addl
Writing Financial Statements	\$ 4,200 (Total Fixed \$22,150)
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$ 16,425.00

**DPCU FEES (if applicable)**

Discretely Presented Component Unit	N/A
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed) Daniel R. Mullinix	Signature 
Date 03/21/19 <b>3-21-2019</b>	Email Address dmullinix@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit Town of Weaverville	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
Mayor/Chairperson (typed or printed) Allan P. Root, Mayor	Signature
Date	Email Address



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

**GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE**

*(Pre-audit certificate not required for charter schools)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer (typed or printed) Tonya Dozier, Finance Director	Signature
Date of Pre-Audit Certificate	Email Address tdozier@weavervillenc.org

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**DATE OF MEETING:** April 15, 2019  
**SUBJECT:** Resolution Authorizing Credit Card Payments  
**PRESENTER:** Finance Director  
**ATTACHMENTS:** Proposed Resolution  
Notice of Fees

**DESCRIPTION:**

The Town offers several ways in which to pay utility bills, taxes, or other amounts owed to the Town. Many of our citizens and customers like the convenience of paying by credit card. The Town contracts with Official Payments to process electronic payments both online and over-the-counter at Town Hall. All credit card payments require the customer to pay an electronic convenience fee. Those fees are included in the Town's adopted Fee Schedule and customers are notified of those fees prior to approving electronic payments. The attached Notice of Fees shows the current electronic payment options and fees based upon the type and location of payment. The Town and Official Payments accept Visa, Mastercard, Discover and American Express for all payments, except that Visa cards are not currently allowed as a method of payment for utility bills that are paid at Town Hall. Many of the Town's citizens and customers would like this option added, even if a convenience fee must be paid.

Visa requires that a resolution like the one attached be on file with Official Payments in order to allow payment of utility bills to be made at Town Hall with a Visa credit card.

The Town Manager and Finance Director recommend that the proposed resolution be adopted in order to add Visa as an acceptable method of paying for utility payments at Town Hall.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to approve the attached resolution so that a fuller array of payment options can be accepted for online and over-the-counter payments. The following motion is suggested for this purpose:

*I move that we adopt the Resolution Authorizing the Use of Credit Cards for Payment of any Type of Bill or Fee.*

**A RESOLUTION AUTHORIZING THE USE OF CREDIT CARDS  
FOR PAYMENT OF ANY TYPE OF BILL OR FEE**

**WHEREAS**, The Town offers several ways in which to pay utility bills, taxes, or other bills and fees owed to the Town; and

**WHEREAS**, for the convenience of its citizens and customers the Town currently provides electronic payment options, including the use of credit cards, and desires to continue offering these services;

**WHEREAS**, the Town has entered into an agreement with a vendor which provides the means of offering electronic payment options to the Town's customers upon the customer's payment of a transaction or convenience fee for each electronic payment; and

**WHEREAS**, the Town wishes to state its intent to provide electronic payment options to its customers who pay online and over the counter at Town Hall for a transaction or convenience fee no greater than the cost incurred by the Town per transaction;

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN OF WEAVERVILLE, NORTH CAROLINA, ACTING THROUGH ITS COUNCIL MEMBERS**, that the Town does hereby authorize the use of credit cards or other electronic payments as a method of payment for any type of bill or fee, whether being paid online or over the counter at Town Hall, upon the customer's payment of the transaction or convenience fee charged by the vendor who processes such payment.

**ADOPTED** this 15th day of April, 2019.

\_\_\_\_\_  
**ALLAN P. ROOT, Mayor**

**ATTEST:**

\_\_\_\_\_  
**DEREK K. HUNINGHAKE, Town Clerk**

# DEBIT/CREDIT CARD USERS

## Notice of New Fees

**Effective February 1, 2018, all debit/credit card payments made at Town Hall will be subject to the following fees and restrictions:**

<b>Taxes</b>	2.5 % of payment amount	\$3.95 minimum
<b>Planning/Zoning/Misc.</b>	2.5 % of payment amount	\$1.95 minimum

<b>Utility Bills</b>	No Visa cards allowed at Town Hall	\$2.95 per transaction
	Visa cards allowed if paid online	

**Payments (same fees apply) can also be made at: [www.officialpayments.com](http://www.officialpayments.com)**

The Town is working to keep costs down while maintaining high quality programs and services. While credit and debit card payments are a convenient way to pay your bills/taxes, the cost to provide this convenience has grown substantially.

<sup>31</sup> These fees are not charged by or paid to the Town of Weaverville. The fees go directly to the third-party processor to cover the fees charged by the credit and debit card companies.

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Town Manager's Report  
**Presenter:** Selena D. Coffey, Town Manager  
**Attachments:** Monthly Report

**Description:**

Attached is the Town Manager's monthly report. The Town Manager will review the report during the meeting.

**Council Action Requested:**

No action requested



**Town Manager's Report**

Selena D. Coffey, MPA, ICMA-CM

**April 2019**

- A. Town Offices Closed for Good Friday:** As a reminder, Town offices will be closed in recognition of Good Friday on April 19.
  
- B. Vacation:** I will be taking vacation from April 16-April 19. Although I will not be in the office, I will be available by phone or text during this time.
  
- C. Reminder of Earth Day & Arbor Day:** Just a reminder that the Town will be recognizing Earth Day on April 22 and will be holding a brief program recognizing Arbor Day on April 26 at 11am. The Arbor Day program will be held outside of Town Hall.
  
- D. Shred Day:** The Town will be coordinating with the State Employees Credit Union to host a Shred Day for the Town's residents on May 11 from 9am-12pm. The shred truck will be set up in the Town Hall parking lot.
  
- E. Budget Workshop:** As a reminder, we will be having our first budget workshop on Tuesday, May 14 at 6:00pm in Council Chambers at Town Hall.
  
- F. GovDeals/Sale of Property:** In accordance with the Town's Code of Ordinances, I am reporting that we just sold a 1997 Vermeer Brush Chipper for \$7,500 on GovDeals.

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Presentation of FY 2019-2020 Proposed Budget  
**Presenter:** Selena D. Coffey, Town Manager  
**Attachments:** Budget Message & Executive Summary

**Description:**

Attached is the Town Manager's Fiscal Year 2019-2020 Proposed Budget. The Town Manager will present the proposed budget at the meeting.

**Council Action Requested:**

No action requested at this time.

## Fiscal Year 2019-2020 Budget Message

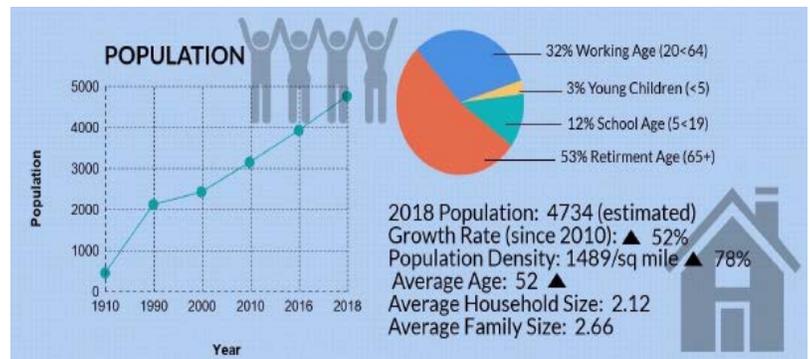
April 15, 2019

Honorable Mayor Al Root, Vice Mayor Doug Jackson, Councilwoman Dottie Sherrill, Councilman Patrick Fitsimmons, Councilman Andrew Nagle, and Councilman Jeff McKenna:

It is my honor and privilege to present for your review and deliberations, the proposed fiscal year 2019-2020 budget. Pursuant to Section 159-11 of the North Carolina General Statutes, the Town of Weaverville's proposed budget for the fiscal year beginning July 1, 2019 and ending June 30, 2020 is hereby submitted for your consideration. This budget is presented in accordance with the North Carolina Local Government Budget & Fiscal Control Act and is balanced as required by North Carolina General Statutes.

The proposed budget, which totals **\$9,962,776** and represents an increase of **1.4%** over the current budget, is representative of your leadership and our dedicated employees' efforts in addressing the service demands of our community during a time of remarkable growth. As they should, our citizens and businesses want responsive police and fire protection, well-maintained streets and roads, timely public works services, enjoyable recreation opportunities, clean water and other amenities that provide them the quality of life that keep them in Weaverville, or attracted them to our beautiful part of the world in the first place. While we maintain high standards for our current residents, we must continue to invest in future generations through upgrades and improvements in all

Figure 1: Excerpt from Weaverville Fact Sheet 2018



Town service areas. Unfortunately, municipalities in North Carolina are somewhat limited in options to fund all of these services. In order to protect our current residents' quality of life and Town character while balancing growth, we must continually evaluate our deployment of services in sensible and sustainable ways. As our Town's elected officials, you have identified strategic priorities for the coming years to work towards this balance while meeting the service needs of the community.

### General Fund Overview

The proposed General Fund budget for fiscal year 2019-2020 totals **\$7,561,526** which represents a **0.1%** or an approximate **\$8,704** increase in expenditures over the fiscal year 2018-2019 budget.

The sources of revenue and categories of expenses within the General Fund are reflected in the illustrations below:

*Where does the Town's revenue come from?*



*Where will the money go?*



The Town's General Fund revenues by source and expenditures by department for fiscal year 2018-2019 and proposed for fiscal year 2019-2020 are summarized in the table below:

Revenues by Source	FY 2018-2019 Amended Budget	FY 2019-2020 Proposed Budget	% Variance
Ad Valorem Taxes	\$3,008,164	\$3,215,564	6.9%
Buncombe County Fire District Taxes	\$1,387,000	\$1,616,629	16.6%
Local Government Sales Taxes	\$1,250,000	\$1,396,000	11.7%
Appropriated Fund Balance	\$824,774	\$184,933	-77.6%
Unrestricted Intergovernmental Revenue	\$833,688	\$883,000	5.9%
Restricted Intergovernmental Revenue	\$106,000	\$106,000	0.0%
Investment Earnings	\$84,300	\$118,900	41.0%
Permits & Fees	\$25,300	\$20,500	-19.0%
Other Revenue	\$12,500	\$20,000	60.0%
<b>Total Revenues:</b>	<b>\$7,531,726</b>	<b>\$7,561,526</b>	<b>0.4%</b>
Expenditures by Department	FY 2018-2019 Amended Budget	FY 2019-2020 Proposed Budget	% Variance
Town Council	\$246,762	\$253,151	2.6%
Administration	\$661,284	\$599,639	-9.3%
Planning	\$106,749	\$108,459	1.6%
Police Department	\$1,706,165	\$1,868,886	9.5%
Fire Department	\$2,144,952	\$2,381,256	11.0%
Public Works	\$2,288,517	\$1,955,326	-14.6%
Contingency	\$20,000	\$20,000	0.0%
Debt Service	\$378,393	\$374,809	-0.9%
<b>Total Expenditures:</b>	<b>\$7,552,822</b>	<b>\$7,561,526</b>	<b>0.1%</b>

### General Fund Revenue Highlights

- Ad Valorem Taxes:** The proposed budget is based on the Town's current tax rate of \$0.38 per \$100 valuation at a collection rate of **99.5%** and tax values estimated by Buncombe County of **\$850,453,330** for real and personal property, a **5.7%** increase over the current year's valuation.
- Buncombe County Fire District Taxes:** As you are aware, Buncombe County levies all fire district taxes within the county and the Weaverville Fire Department receives funding for fire protection for the North Buncombe Fire District. This funding is essential as our department continues providing fire protection to the area, which has seen an increase of 10% in calls over the last year alone. The proposed budget includes approximately **\$229,600** in additional tax revenue.
- Local Government Sales Taxes:** We are forecasting a **4%** increase in sales tax revenue over the current, fiscal year 2018-2019 anticipated revenues. This projection is based primarily on

prior years' collections, but also relying heavily on the North Carolina League of Municipalities' statewide sales tax distribution projections, which forecasts sales tax revenue averaging 4.5% statewide in the upcoming fiscal year.

- **Fund Balance:** The Town's last audit confirmed that we had just over \$6.3 million in available fund balance as of June 30, 2018. Town Council has established a minimum requirement that fund balance be 40% of general fund revenues, and we are currently at 95%. The proposed budget utilizes approximately **\$184,933** of our accumulated fund balance to offset capital equipment and capital improvements.
- **Fees:** The proposed budget includes fee adjustments in several areas, although these are not expected to significantly impact the Town's revenue base in the upcoming fiscal year.

## General Fund Expenditure Highlights

### Personnel Expenses

- **General:** During its fiscal year 2014-2015 budget deliberations, Town Council adopted a *Resolution Adopting a Policy on Paying a Living Wage*, along with all other government jurisdictions in Buncombe County. The Town has continued to maintain the living wage rate every fiscal year since that time. The latest living rate wages for 2019 are as follows:
  - \$13.65 per hour for employees that are not offered employer-provided health insurance; and
  - \$12.15 per hour for employees that are offered employer-provided health insurance

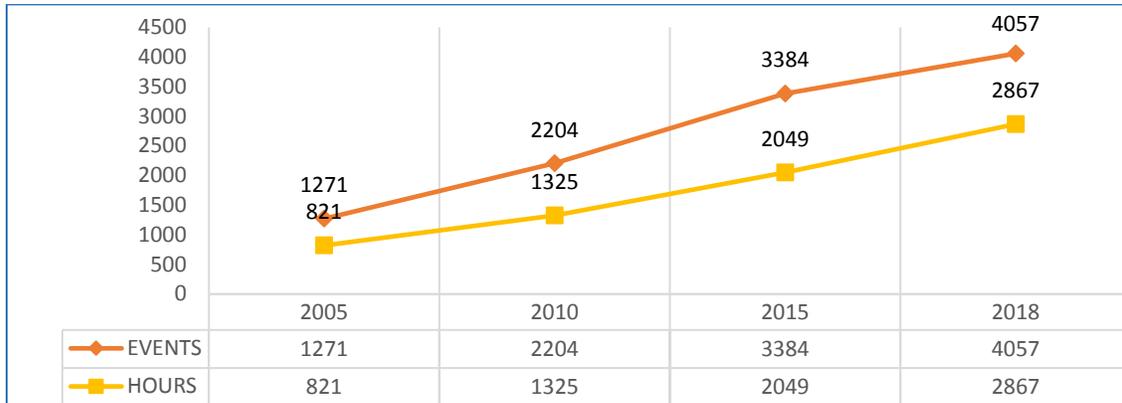
In keeping with this policy, we have included contingent funds for a review of Town employees' hourly wages with the potential of enacting some minor increases, specifically in the lower grades of the Town's pay scale. Any proposed wage adjustments will be brought to the Mayor and Town Council for final approval.

In terms of across-the-board compensation expenses, I am proposing an aggregate of 5% within each departmental budget for cost of living adjustments (COLA) and merit pay for those employees who qualify based on their performance reviews.

- **Fire Department:** In recent years, Town Council has made great strides in bringing our Fire Department to appropriate staffing levels by increasing the number of full-time firefighters to meet the North Buncombe Fire District's growing call volume. The proposed budget also provides for bringing our part-time firefighters' pay up to \$13.50 per hour, which is the rate being offered by our neighboring fire departments. This results in a \$31,000 increase to the Fire Department's personnel budget.
- **Police Department:** The proposed budget includes one (1) new police officer position. Last year, the Town added three (3) additional firefighter positions to address increased call volumes from the prior year. I am recommending the additional police officer position for the same reason. The number of dispatched events has increased by almost 220% since fiscal

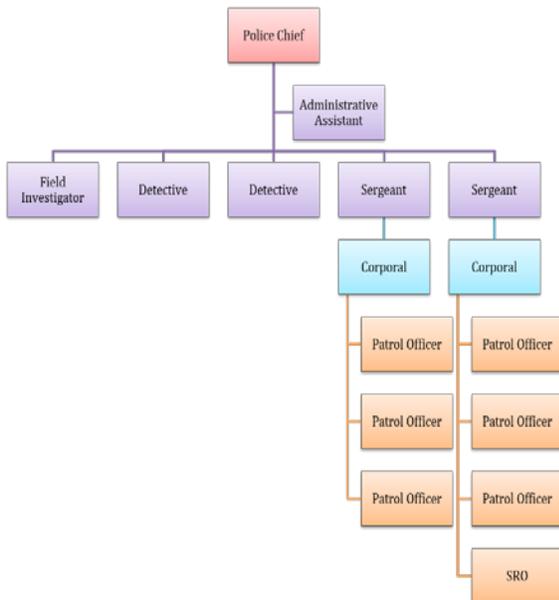
year 2005-2006 when the last position was added to the Police Department Patrol Division (Figure 2).

Figure 2: Weaverville Police Department Dispatched Events & Hours

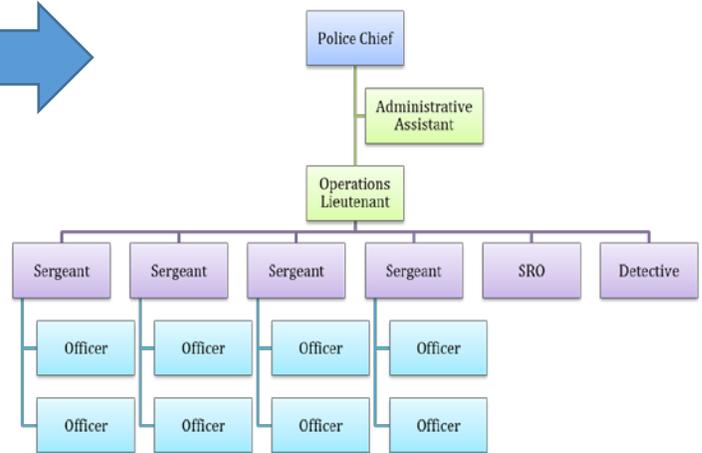


By adding this additional position, our Police Department will be able to provide a 4-team, 3-officer approach (see figure below), which is used by virtually all law enforcement agencies in our region. This shift in approach will improve police presence in our communities, provide improved flexibility among shift supervisors, and reduce overtime.

Former Police Department Structure



Proposed Police Department Structure



## Capital Expenses

- **Police Department:** In conformity with the Town's vehicle replacement guidelines, funds are budgeted for the replacement of three (3) police vehicles, which will be purchased under state contract pricing. The vehicles to be purchased this year include two (2) marked hybrid sport utility vehicles and one (1) truck. The hybrid vehicles are being proposed in recognition of Council members' suggestions that we attempt to utilize more environmentally-friendly vehicles in the future. I am proposing these vehicles at a net cost of \$95,000 (total of \$105,000 with offsetting revenue of \$10,000 for the sale of four (4) older vehicles currently in the Police Department's fleet).
- **Fire Department:** The proposed budget includes the purchase of a sport utility vehicle to replace the Fire Marshal's 2009 Dodge Durango. This vehicle serves as a fire response vehicle and meets the vehicle replacement guidelines due to its age, mileage, and increasing repair costs. We can anticipate some offsetting revenue from the sale of the former vehicle.
- **Public Works Department:** The proposed budget includes the replacement of two (2) trucks for the Public Works Department for the Streets and Recreation Divisions. These vehicles meet the vehicle replacement guidelines due to their age, mileage, and increasing repair costs.

## Capital Improvements Program (CIP)

- **Streets Improvements Plan:** The proposed budget includes a total of \$375,000 for street improvements to address the Town's ongoing commitment to street maintenance and improvements. This includes \$275,000 in Town funding and approximately \$100,000 in restricted Powell Bill funds.
- **Sidewalks Study:** Included within the proposed budget is \$25,000 for the development of a study analyzing the Town's existing sidewalks and potential for future sidewalks. This type of study was performed some ten years ago and, based on input from the community during this year's ongoing comprehensive land use planning project, it is appropriate to review Town sidewalks again.
- **Community Center:** Town staff is currently working with the Legerton Architectural firm to design development for the new Lake Louise Community Center. Staff anticipates that the final plans and project budget will come before Town Council for final approval in May. I will be proposing that a project fund be established at that time, with a subsequent budget amendment transferring the project funds from the General Fund to a multi-year Capital Project Fund during the current fiscal year.
- **Greenways Project:** The Town has continued to budget \$60,000 for the greenways project for the last two fiscal years, but none of this money has been spent to date. The project is moving forward, albeit slowly. I am again proposing that these funds remain in the General Fund budget until the time that they are utilized for the greenways planning efforts.

- **Lake Louise Restroom Facility Improvements:** I am proposing funding totaling \$80,000 for substantial improvements to the Lake Louise Park restroom facilities. The current facility is aged and consistently in need of repairs.

**New Initiatives**

- **Police Department:** Our Police Department currently does not have access to computer-aided dispatch (CAD), while all other law enforcement agencies in Buncombe County have CAD (Sheriff’s Department, Asheville Police, and Woodfin Police) or they have their own dispatch centers (Black Mountain and Biltmore Forest). For this reason, our officers currently only receive call information from a radio message from Buncombe County and cannot access information entered into Buncombe County’s CAD system at the time of a call. If one of our officers for some reason does not hear a radio transmission or are busy with another call, they must make a return call to dispatch and seek the information again. This greatly impacts our officers’ efficiency and has the potential to negatively impact our citizens because we do not get all of the typical information that a 911 caller provides (i.e. what kind of assistance they need, details of the situation, etc). Further, with Weaverville Police Department being a “non-terminal agency” (without CAD), we do not receive crime analysis data. This prevents our Department from being able to analyze average response times, types of calls, and geographic locations of calls. For the reasons detailed here, I am recommending funding in the amount of \$43,000 for CAD for the Police Department. This amount is less than the Town would expend in providing its own dispatch center and I feel that it is incumbent on us to fund this new initiative for the betterment of our Police Department and benefit to the Town’s citizens.
- **Capital Reserve for Fire Truck:** The Town paid off the final \$75,000 in debt service for one of its fire trucks in fiscal year 2018-2019. However, within the proposed budget, I am recommending that this amount of funds be budgeted and transferred to a capital reserve fund for the future purchase of a replacement fire truck or necessary fire apparatus.

**Water Fund Overview**

The proposed Water Fund budget for fiscal year 2019-2020 totals **\$2,401,250**, which represents a **6.3%** increase over the fiscal year 2018-2019 budget. The table below outlines the major sources of revenue and operational and capital expenditures proposed within the fiscal year 2019-2020 budget.

Revenues by Source	FY 2018-2019 Amended Budget	FY 2019-2020 Proposed Budget	% Variance
Water Revenue	\$1,845,000	\$1,968,750	6.7%
Miscellaneous Revenue	\$17,000	\$15,000	-11.8%
Water Taps	\$35,000	\$42,000	20.0%
System Development Fees	\$130,000	\$270,000	107.7%
Fees for MSD Collection	\$50,000	\$55,000	10.0%
Interest Earned	\$38,000	\$50,500	32.9%
Appropriated Fund Balance	\$144,128	\$0	-100%
<b>Total Revenues:</b>	<b>\$2,259,128</b>	<b>\$2,401,250</b>	<b>6.3%</b>

Expenditures by Function	FY 2018-2019 Amended Budget	FY 2019-2020 Proposed Budget	% Variance
Personnel	\$1,004,634	\$1,041,653	3.7%
Operations	\$614,125	\$598,300	11.0%
Capital Outlay	\$40,000	\$213,000	432.5%
Capital Improvements	\$381,100	\$180,000	-51.6%
Contingency	\$15,000	\$15,000	0.0%
Reserve for Bond Payment	\$204,270	\$203,974	-0.1%
Transfer to Water Capital Reserve Fund	\$0	\$149,323	100.0%
<b>Total Expenditures:</b>	<b>\$2,259,129</b>	<b>\$2,401,250</b>	<b>6.3%</b>

## Water Fund Revenue Highlights

- **Water Rates:** In accordance with recent water rates analysis provided by Withers-Ravenel, the fiscal year 2019-2020 budget includes a **5.0%** increase in water rates for all Town water customers. The rates, as recommended by this analysis will continue to fund the Water Fund and will assist the Town in planning for the eventual water plant expansion.

## Water Fund Expenditure Highlights

### Capital Equipment & Improvements

- **Vehicle Replacements:** In conformity with the Town's vehicle replacement guidelines, funds are budgeted for the replacement of one (1) truck and one (1) dump truck for the Water Department.
- **Capital Equipment:** Funds are budgeted for a replacement air compressor and two (2) pump rebuilds for water operations.
- **Capital Improvements:** Within the Water budgets, there are funds budgeted for waterline improvements to the Coleman Street and Shuford Road and the abandonment of an asbestos line. In addition, and as the Town has budgeted annually in the past, funds are included to replace old water meters with automated radio-read meters.

### New Initiatives

- **North Buncombe Middle School Waterline Match:** The Town has been approached by the Buncombe County Public Schools System to request financial assistance in making water related improvements totaling \$150,000 at North Buncombe Middle School. In an effort to assist the school system with this project, this budget includes \$75,000 in financial assistance.

## In Closing

The Town has accomplished much in the current fiscal year, including the Comprehensive Land Use planning process; implementation of a new Strategic Plan; secured USDA funding for a major

waterline improvement project; entering the planning phase of the Reems Creek Greenway project; and entering into the design and development phase of the Lake Louise Community Center project.

Included with this budget message, you will find an executive summary of the budget. As noted in the budget calendar, the public hearing on the budget is scheduled for June 11, 2019 at 6:00pm, with adoption scheduled for your regular meeting on June 17, 2019.

The Town's management team has been instrumental in the development of this budget. Our team has done an exceptional job at controlling costs while their departments have continued to provide the high-quality services that our citizens deserve. I would like to extend a special thanks to them for their time and effort during this budget process. Furthermore, I wish to express my gratitude to Finance Director Tonya Dozier. She has been instrumental in analyzing revenues and expenditures, assisting department heads with their budget requests and assisting me in developing the proposed fiscal year 2019-2020 budget.

The fiscal year 2019-2020 budget reflects the challenges typical with a growing community, but it also reflects the Town's capacity to provide excellent services to our residents, businesses and visitors. It has been my pleasure to serve the Town of Weaverville, the Mayor and Town Council, and our citizens and to serve alongside our management team and employees. I hope to have many more years serving this wonderful community.

Respectfully Submitted,



Selena D. Coffey, MPA, ICMA-CM  
Town Manager / Budget Officer

**PROPOSED BUDGET**  
**Fiscal Year 2019-2020**  
**Budgets by Department, Function & Category**

<b>GENERAL FUND REVENUE</b>	<b>FY 2019 Amended Budget</b>	<b>FY 2020 Preliminary Draft</b>	<b>\$ Variance</b>	<b>% Variance</b>
Prior Year Tax Revenue	\$2,500	\$1,000	(\$1,500)	-60.0%
Prior Year Interest & Penalties	\$200	\$0	(\$200)	-100.0%
Ad Valorem Tax Revenue	\$3,008,164	\$3,215,564	\$207,400	6.9%
DMV Tax Revenue	\$250,000	\$255,000	\$5,000	2.0%
Tax Penalties & Interest	\$4,000	\$4,000	\$0	0.0%
Utilities Franchise Tax	\$450,000	\$470,000	\$20,000	4.4%
Beer & Wine Tax	\$16,000	\$17,000	\$1,000	6.3%
Powell Bill Distributions	\$106,000	\$106,000	\$0	0.0%
Local Government Sales Tax	\$1,250,000	\$1,396,000	\$146,000	11.7%
Buncombe County Fire Protection	\$1,387,000	\$1,616,629	\$229,629	16.6%
ABC Store Distribution to Town	\$90,000	\$120,000	\$30,000	33.3%
ABC Store Alcohol Education	\$1,392	\$0	(\$1,392)	-100.0%
ABC Store Police Department	\$3,595	\$0	(\$3,595)	-100.0%
Cell Tower Revenue	\$16,000	\$16,000	\$0	0.0%
Miscellaneous Revenue	\$7,500	\$5,000	(\$2,500)	-33.3%
Interest Earned	\$84,000	\$115,500	\$31,500	37.5%
Interest Earned-Powell Bill	\$300	\$3,400	\$3,100	1033.3%
Zoning Inspections Fees	\$25,000	\$20,000	(\$5,000)	-20.0%
Fire Inspections Fees	\$300	\$500	\$200	66.7%
Sale of Property	\$5,000	\$15,000	\$10,000	200.0%
Appropriated Fund Balance	\$824,774	\$184,933	(\$639,841)	-77.6%
<b>TOTAL GENERAL FUND REVENUE</b>	<b>\$7,531,726</b>	<b>\$7,561,526</b>	<b>\$29,799</b>	<b>0.4%</b>

<b>GENERAL FUND EXPENDITURES</b>	<b>FY 2019 Amended Budget</b>	<b>FY 2020 Preliminary Draft</b>	<b>\$ Variance</b>	<b>% Variance</b>
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**Town Council**

Personnel	\$89,522	\$106,751	\$17,229	19.2%
Operations	\$157,240	\$146,400	(\$10,840)	-6.9%
Capital Outlay	\$0	\$0	\$0	--
<b>Total</b>	<b>\$246,762</b>	<b>\$253,151</b>	<b>\$6,389</b>	<b>2.6%</b>

**Administration**

Personnel	\$434,099	\$425,389	(\$8,710)	-2.0%
Operations	\$174,185	\$174,250	\$65	0.0%
Capital Outlay	\$53,000	\$0	(\$53,000)	-100.0%
<b>Total</b>	<b>\$661,284</b>	<b>\$599,639</b>	<b>(\$61,645)</b>	<b>-9.3%</b>

**Planning & Code Enforcement**

Personnel	\$87,079	\$96,859	\$9,780	11.2%
Operations	\$19,670	\$11,600	(\$8,070)	-41.0%
<b>Total</b>	<b>\$106,749</b>	<b>\$108,459</b>	<b>\$1,710</b>	<b>1.6%</b>

**Police Department**

Personnel	\$1,281,999	\$1,418,647	\$136,648	10.7%
Operations	\$329,165	\$345,239	\$16,074	4.9%
Capital Outlay	\$95,000	\$105,000	\$10,000	10.5%
<b>Total</b>	<b>\$1,706,165</b>	<b>\$1,868,886</b>	<b>\$162,722</b>	<b>9.5%</b>

**Fire Department**

Personnel	\$1,814,741	\$1,991,501	\$176,760	9.7%
Operations	\$330,211	\$345,755	\$15,544	4.7%
Capital Outlay	\$0	\$44,000	\$44,000	#DIV/0!
<b>Total</b>	<b>\$2,144,952</b>	<b>\$2,381,256</b>	<b>\$236,304</b>	<b>11.0%</b>

**Public Works: All Divisions**

Personnel	\$772,735	\$811,236	\$38,501	5.0%
Operations	\$496,883	\$520,090	\$23,207	4.7%
Capital Outlay	\$50,999	\$90,000	\$39,001	76.5%
Capital Improvements	\$967,900	\$534,000	(\$433,900)	-44.8%
<b>Total</b>	<b>\$2,288,517</b>	<b>\$1,955,326</b>	<b>(\$333,191)</b>	<b>-14.6%</b>

**Debt Service**

Loan Payment-Fire Truck 09/14	\$53,541	\$53,541	\$0	0.0%
Loan Payment-Fire Trucks	\$74,707	\$75,000	\$293	0.4%
Loan Payment-Fire Station	\$250,145	\$246,268	(\$3,877)	-1.6%
<b>Total</b>	<b>\$378,393</b>	<b>\$374,809</b>	<b>(\$3,584)</b>	<b>-0.9%</b>

**Contingency**

<b>Total</b>	<b>\$20,000</b>	<b>\$20,000</b>	<b>\$0</b>	<b>0.0%</b>
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<b>Total General Fund Revenue</b>	<b>\$7,531,726</b>	<b>\$7,561,526</b>	<b>\$29,799</b>	<b>0.4%</b>
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<b>Total General Fund Expenditures</b>	<b>\$7,552,822</b>	<b>\$7,561,526</b>	<b>\$8,704</b>	<b>0.1%</b>
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<b>WATER FUND REVENUE</b>	<b>FY 2019 Amended Budget</b>	<b>FY 2020 Preliminary Draft</b>	<b>\$ Variance</b>	<b>% Variance</b>
Water Revenue	\$1,845,000	\$1,968,750	\$123,750	6.7%
Miscellaneous Revenue	\$17,000	\$15,000	(\$2,000)	-11.8%
Water Taps	\$35,000	\$42,000	\$7,000	20.0%
System Development Fees	\$130,000	\$270,000	\$140,000	107.7%
Fees for MSD Collection	\$50,000	\$55,000	\$5,000	10.0%
Interest Earned	\$38,000	\$50,500	\$12,500	32.9%
Appropriated Fund Balance	\$144,128	\$0	(\$144,128)	-100.0%
<b>Total Water Fund Revenue</b>	<b>\$2,259,128</b>	<b>\$2,401,250</b>	<b>\$142,122</b>	<b>6.3%</b>

<b>WATER FUND EXPENDITURES</b>	<b>FY 2019 Amended Budget</b>	<b>FY 2020 Preliminary Draft</b>	<b>\$ Variance</b>	<b>% Variance</b>
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**Water Fund**

Personnel	\$1,004,634	\$1,041,653	\$37,019	3.7%
Operations	\$614,125	\$598,300	(\$15,825)	-2.6%
Capital Outlay	\$40,000	\$213,000	\$173,000	432.5%
Capital Improvements	\$381,100	\$180,000	(\$201,100)	-52.8%
<b>Total</b>	<b>\$2,039,859</b>	<b>\$2,032,953</b>	<b>(\$6,906)</b>	<b>-0.3%</b>

<b>Contingency</b>	<b>Total \$15,000</b>	<b>\$15,000</b>	<b>\$0</b>	<b>0.0%</b>
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<b>Reserve for Bond Payment</b>	<b>\$204,270</b>	<b>\$203,974</b>	<b>(\$296)</b>	<b>-0.1%</b>
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<b>Transfer to Water Capital Reserve</b>	<b>\$0</b>	<b>\$149,323</b>	<b>\$149,323</b>	<b>100.0%</b>
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<b>Total Water Fund Revenue</b>	<b>\$2,259,128</b>	<b>\$2,401,250</b>	<b>\$142,122</b>	<b>6.3%</b>
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<b>Total Water Fund Expenditures</b>	<b>\$2,259,129</b>	<b>\$2,401,250</b>	<b>\$142,121</b>	<b>6.3%</b>
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<b>GRAND TOTAL BUDGET</b>	<b>\$9,811,951</b>	<b>\$9,962,776</b>	<b>\$150,825</b>	<b>1.5%</b>
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**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**DATE OF MEETING:** April 15, 2019

**SUBJECT:** Personnel Related Policies

**PRESENTER:** Town Manager/Town Attorney

**ATTACHMENTS:** Excerpts from the Personnel Policy  
Draft Voluntary Shared Leave Policy  
Draft Americans with Disabilities Act Compliance Policy

**DESCRIPTION:**

At its workshop on April 9, 2019, Town Council reviewed the following policies: Information Technology and Internet Use Policy, Social Media Policy, Equipment and Vehicle Use Policy, and Workplace Violence Prevention Policy. By consensus Town Council confirmed the delegation of adoption of all of these policies to the Town Manager except for the Workplace Violence Prevention Policy. That policy will be brought back to Town Council for adoption with the consolidated Personnel Policy.

Town Council is asked to continue its review of the last few personnel-related policies. The following draft policies will be reviewed at tonight's meeting:

***Voluntary Shared Leave Policy*** – Town Council originally adopted a voluntary shared leave policy in January 2012. Staff proposes that it be amended and replaced by the attached draft policy in order to provide for a more limited program.

***Americans with Disabilities Act Compliance Policy*** – This is a new policy which is recommended for adoption for full compliance with the Americans with Disabilities Act. It provides broad protections against discrimination affecting candidates, employees and citizens with qualified disabilities.

The Alcohol and Substance Abuse/Drug-Free Workplace is in the process of being updated and reviewed by staff. This policy was adopted by a previous Town Manager. Town Council discussion on this continued delegation is appropriate.

**COUNCIL ACTION REQUESTED:**

Discussion on the delegation and substance of these policies is requested in order to finalize the consolidated Personnel Policy draft which will be presented for review by Town Council in May or June.

**Personnel Policy Excerpts**  
**Article V - Conditions of Employment**

**Section 12. Voluntary Shared Leave Program**

There are occurrences brought about by prolonged medical conditions that cause employees to exhaust all available leave and therefore be placed on leave without pay. It is recognized that such employees forced to go without pay could be without income at the most critical point in their work life. It is also recognized that fellow employees may wish to voluntarily donate some of their annual leave so as to provide assistance to a fellow Town employee. This policy provides an opportunity for employees to assist another affected by a medical condition that requires absence from duty for a prolonged period of time resulting in possible loss of income due to lack of accumulated leave. This program shall be called the "Town of Weaverville Voluntary Shared Leave Program" and administered under the provisions contained in Article XVIII of this Policy.

**Section 13. Drug-Free Workplace**

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

# **TOWN OF WEAVERVILLE**

## **VOLUNTARY SHARED LEAVE PROGRAM**

### **Section 1. Purpose and Objectives**

There are occurrences brought about by prolonged medical conditions that cause employees to exhaust all available leave resulting in being placed on leave without pay. It is recognized that such employees who are forced to go on leave without pay could be without income at the most critical point in their work life. It is also recognized that fellow employees may wish to voluntarily donate some of their annual leave so as to provide assistance to a fellow Town employee.

This program provides an opportunity for employees to assist others affected by a medical condition that requires absence from duty for a prolonged period of time resulting in possible loss of income due to lack of accumulated leave.

### **Section 2. Definitions**

**Donor** – Town employee who donates leave

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

**LGERS** – The North Carolina Local Government Employees’ Retirement System

**Prolonged medical condition** – Serious medical condition (including but not limited to heart attack, stroke, cancer, serious injury, and/or related medically necessary operations) which requires an absence from work for 20 or more consecutive workdays

**Prolonged period of time** – 20 or more consecutive workdays

**Recipient** – Town employee who receives donated leave

**Regular full-time employee** – An employee who has successfully completed the designated probationary period and who is in a position for which an average work week is at least 32 hours and for which at least 12 months continuous employment is needed.

**Regular part-time employee** – An employee who has successfully completed the designated initial probationary period and who is in a position for which an average work week is at least 20 hours but less than 32 hours and for which at least 12 months continuous employment is needed.

### **Section 3. Applicability**

Only regular full-time and regular part-time employees of the Town are eligible to donate or receive leave under this policy.

### **Section 4. Policy**

A regular full-time or regular part-time employee of the Town may voluntarily transfer annual leave to another regular full-time or regular part-time employee of the Town for

# **TOWN OF WEAVERVILLE**

## **VOLUNTARY SHARED LEAVE PROGRAM**

use as sick leave, subject to the provisions of this policy and subject to approval by the Town Manager. Establishment of a leave “bank” for use by unnamed employees is expressly prohibited. Leave must be donated on a one-to-one personal basis.

### **Section 5. Intimidation and Coercion Prohibited**

An employee may not intimidate, threaten, coerce, bribe, or attempt to intimidate, threaten, coerce, or bribe, any other employee for the purpose of interfering with any right which such employee may have with respect to donating, receiving, or using leave under this program. Such action shall be grounds for disciplinary action up to and including dismissal on the basis of personal conduct and/or harassment.

### **Section 6. Qualifications and Conditions for Recipients**

- a. **General Eligibility** - In order to receive donated leave, a recipient must meet all of the following qualifications:
  - Be an active employee of the Town (not separated from the Town);
  - Be in a position that earns leave;
  - Have a prolonged medical condition or be the primary caregiver for an immediate family member residing in the recipient’s household and experiencing a prolonged medical condition and;
  - Have insufficient sick and annual leave balances to cover the prolonged medical condition;
  - Apply for or be nominated to become a recipient;
  - Produce medical evidence to support the need for leave beyond the accumulated leave available for use by the employee;
  - Be in compliance with existing leave rules; and
  - Be approved by the Town Manager.
- b. **Eligibility for Employees on Maternity Leave** – An employee on maternity leave may be eligible to receive donated leave to cover the period of disability related to the pregnancy and/or birth as documented by a physician. Donated shared leave cannot be used for parental care of a newborn child absent a documented prolonged medical condition.
- c. **Eligibility for Employees Receiving Disability Benefits Through LGERS** – An employee who is receiving disability benefits from the Local Government Employees’ Retirement System is not eligible to participate in the program. Donated leave may, however, be used during the required waiting period and following the waiting period provided that disability benefits have not yet begun.
- d. **Short-Term and/or Sporadic Conditions Not Covered** – This policy will not ordinarily apply to short-term or sporadic conditions or illnesses. This would include such things as sporadic, short-term recurrences of chronic allergies or conditions, short-term absences due to contagious diseases; or short-term,

## **TOWN OF WEAVERVILLE VOLUNTARY SHARED LEAVE PROGRAM**

recurring medical or therapeutic treatments. These examples are illustrative and not all inclusive. Each case must be examined and decided based on its conformity to policy intent and must be handled consistently and equitably.

- e. **Coverage for Care of Immediate Family** – This policy is meant to provide an opportunity for coworkers to donate annual leave to an employee who is: (1) experiencing a prolonged medical condition, or (2) serving as the primary caregiver for an immediate family member residing with the employee and experiencing a prolonged medical condition.
- f. **Using Donated Leave** – Donated leave will be credited to the recipient’s sick leave balance and must be used in accordance with the Town’s sick leave policies except as provided herein. Donated leave must be used in half day or whole day increments. Donated leave will generally not be allowed to be used on an intermittent basis. An employee may begin using donated leave after all of the employee’s available sick and annual leave has been exhausted, and can be retroactively applied for up to 30 days if the recipient used leave without pay related to the prolonged medical condition. While using donated leave, the employee continues to earn leave. When accounting for leave, sick and annual leave accrued by the employee should be used first. Under no circumstance can donated leave be used to receive creditable service with LGERS.
- g. **Maximum Amount of Leave Received** – The maximum amount of donated leave a recipient may receive for each prolonged medical condition is 480 hours (prorated for part-time employees).
- h. **Effect of Resignation, Retirement or Death of Recipient** – If a recipient separates from the Town for any reason, including resignation, retirement, or death, participation in the program ends.
- i. **Return of Unused Donated Leave** – Any donated leave that is unused by the recipient when either the prolonged medical condition has ended or the recipient separates from employment with the Town, shall be returned to the donor(s) on a prorata basis and credited to the same account from which it originally came.

### **Section 7. Qualifications and Conditions for Donors**

- a. **General Eligibility** – In order to donate leave an employee must at the time of donation:
  - Be an active employee of the Town (not separated from the Town);
  - Be in a position that earns leave;
  - Have an annual leave balance that would not be reduced below a minimum of 80 hours after the donation of leave;
  - Be in compliance with existing leave rules; and
  - Be approved by the Town Manager.

## **TOWN OF WEAVERVILLE VOLUNTARY SHARED LEAVE PROGRAM**

- b. **Restriction on Type of Leave Donated** – Only annual leave may be donated under this policy.
- c. **Minimum and Maximum Leave Donated** – The number of annual leave hours that can be transferred by an employee donor is a minimum of 4 hours and a maximum of 40 hours each calendar year per employee recipient.
- d. **Timing of Donation** – The transfer of annual leave can occur at any time during the calendar year except that no leave transfers shall be approved within 60 days of the date of an employee's retirement, resignation or other anticipated separation from the Town.
- e. **Transfers are Irreversible** – Except for the return of unused donated leave and for corrections associated with mistakes or violations of policy, after leave is transferred it is irreversible.

### **Section 8. Application and Approval**

A prospective recipient shall apply or be nominated by a fellow employee to participate in the program. An application for shared leave must be submitted on approved forms and must be accompanied by medical evidence supporting the need for leave beyond the available accumulated leave. A recommendation of the employee's department head and the Human Resources Officer's certification of leave balances of the recipient employee and the donor employee must be submitted to the Town Manager with the application. The Town Manager shall review the merits of the request and approve or disapprove the sharing of leave, in his or her sole discretion.

### **Section 9. Confidentiality**

Medical information is confidential. When disclosing information on an approved recipient, only a statement that the recipient has a prolonged medical condition needs to be made. If the employee wishes to make the medical status public, the employee must sign a release to allow the status to be known. Confidentiality also extends to the identification of donors. It is up to individual employees to share whether they have donated leave under this policy.

### **Section 10. Leave Records and Accounting**

The Town's Human Resources Officer shall establish a system of leave accountability which provides a clear and accurate record for financial and management audit purposes.

Leave donated shall be:

- Kept confidential (only individual employees may reveal their donation or receipt of leave);
- Deducted from the donor's annual leave account;
- Credited to the recipient's sick leave account and charged according to the Town's sick leave policy; and

# **TOWN OF WEAVERVILLE VOLUNTARY SHARED LEAVE PROGRAM**

- Available for use on a current basis or may be retroactive for up to 30 calendar days to substitute for leave without pay.

## **Section 11. Violations**

Any employee found to be in violation of this policy will be subject to prompt disciplinary action under the Town's Personnel Policy, up to and including dismissal.

## **Section 12. Adoption and Effective Date**

This policy is adopted by the Town Manager pursuant to **Section 12 of Article XIV [or inserted as Article XVIII]** of the Town's Personnel Policy and may, from time-to-time be amended by the Town Manager under that same authority. This policy is effective immediately upon adoption.

**ADOPTED BY** the **Town Manager/Town Council** on the \_\_\_\_ day of April, 2019.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
**Selena D. Coffey, MPA, ICMA-CM**  
Town Manager

# TOWN OF WEAVERVILLE AMERICANS WITH DISABILITIES COMPLIANCE POLICY

## Section 1. Purpose and Objectives

It is the policy of the Town to afford equal employment opportunity to all qualified individuals with disabilities as defined in the Americans with Disabilities Act (ADA) and the Americans with Disabilities Act Amendment Act (ADAAA) in all employment-related decisions. As part of this policy, the Town will work to seek reasonable accommodations for applicants in the employment process, qualified employees with disabilities and for applicants with disabilities who have been offered employment.

The Town has long recognized that its employees are its most valuable asset. Accordingly, it is Town policy to support employees and candidates affected by mental or physical impairments, which may limit their opportunities to be productive. It is the Town's intent to provide support and assistance, consistent with the Americans with Disabilities Act and business demands, within reason, to qualified individuals who are disabled. As appropriate, the Town will attempt to eliminate barriers to employment in order to afford all individuals opportunities to pursue available employment to the extent of their abilities and talents.

The cooperation of all employees is expected and necessary to make this policy a reality. Employees with questions about this policy, reasonable accommodation, or who feel they have been treated unfairly because of a disability, perceived disability, or record of a disability should contact the ADA Coordinator as designated in this policy.

## Section 2. Definitions

**ADA** – Includes collectively the Americans with Disabilities Act of 1990 and the Americans with Disabilities Act Amendment Act of 2008, and any subsequent amendments thereto.

**Communicable disease** – An illness due to an infectious agent or its toxic products which is transmitted directly or indirectly to a person from infected person or animal through the agency of an intermediate animal, host or vector, or through the inanimate environment, pursuant to NCGS 130A-133(1). The term shall include, but is not limited to: acquired autoimmune deficiency syndrome (“AIDS”), AIDS-related complex, human immunodeficiency virus (“HIV”) infection, hepatitis A, B, or C, and tuberculosis.

**Direct threat to safety** – A significant risk to the health or safety of the individual or others that cannot be eliminated by reasonable accommodation.

**Disability** – A person is “disabled” under this policy if that person has a physical or mental impairment that substantially limits him or her in one or more major life activities.

**Essential job function** – The basic job duties that an employee must be able to perform in his or her assigned job, with or without reasonable accommodation. Factors to be considered in determining if a function is essential include: (a) whether the reason the position exists is to perform that function, (b) the number of other employees available to perform that function or among whom the performance of the function can be distributed, (c) the degree of expertise or skill required to perform the function, (d) the time spent performing a function, and (e) the consequences of not requiring that an employee perform a function.

# **TOWN OF WEAVERVILLE AMERICANS WITH DISABILITIES COMPLIANCE POLICY**

***Qualified individual with a disability*** – An employee or candidate with a disability who has the necessary skill, education, experience, and other job-related requirements to perform the essential functions of a position with or without a “reasonable accommodation.”

***Reasonable accommodation*** –

Reasonable accommodation is any modification or adjustment to a job, job schedule or the work environment that will enable a qualified candidate or employee with a disability to participate in the application process or to perform essential job functions, or enjoy other benefits of employment without imposing an undue hardship on the Town or imposing a direct threat of safety to the individual or others in the workplace.

Examples of reasonable accommodation may include modifying existing facilities used by employees readily accessible to and usable by an individual with a disability; restructuring a job; modifying work schedules; acquiring or modifying equipment; providing qualified readers or interpreters; or appropriately modifying examinations, training, or other programs.

Reasonable accommodation may also include reassigning a current employee to a vacant position for which the individual is qualified if the person is unable to do the original job because of a disability even with an accommodation and no other accommodations exist. However, there is no obligation to find or create a position as an accommodation. The Town is not required to lower quality or quantity standards as an accommodation, nor is it obligated to provide personal use items such as glasses or hearing aids. The Town is not required to reallocate essential job functions of a job as a reasonable accommodation.

***Undue hardship*** – The point at which an accommodation would be unduly costly, extensive, substantial or disruptive, or would fundamentally alter the nature or operation of the business.

### **Section 3. ADA Coordinator**

The Town has designated the Town Manager, or designee, to handle issues related to the ADA. All requests for reasonable accommodation, auxiliary communication aids and services, alternative accessible formats for notices, policies, and other information, as well as complaints regarding the Town’s ADA program should be directed to the ADA Coordinator as follows:

Town Manager  
Weaverville Town Hall  
30 South Main Street  
Weaverville, NC 28787  
828-645-7116

# **TOWN OF WEAVERVILLE AMERICANS WITH DISABILITIES COMPLIANCE POLICY**

## **Section 4. Complaint Procedures**

Complaints of alleged discrimination on the basis of disability by the Town may be filed by job applicants, employees, and members of the general public, by using the grievance procedures set forth in Article XII of the Town's Personnel Policy.

The grievance procedures shall be distributed to members of the general public upon request for persons with disabilities. Any complaints relating to the ADA shall be considered confidential and kept separate from an employee's personnel file.

## **Section 5. No Retaliation**

Individuals who oppose any act or practice that is unlawful under any title of the ADA, or who make a charge, testify, assist, or participate in any investigation, proceedings, or hearing under the ADA will not be retaliated against, nor will they be coerced, intimidated, threatened, or interfered with in the exercise or enjoyment of any ADA right. Job applicants or employees who may have a friend, associate, or family member with a disability are also covered by this ADA nondiscrimination policy pursuant to the ADA.

## **Section 6. Communicable Diseases**

The Town shall not exclude from employment, participation in programs, or receipt of services individuals with communicable diseases or a related condition unless a determination is made by the Town Manager that such individual presents a direct threat or significant risk of substantial harm to the health or safety of the individual or others that cannot be eliminated or reduced by reasonable accommodation. It is the policy of the Town to consider the employment status or participation of an individual with a communicable disease on an individual case-by-case basis and in accordance with the ADA.

## **Section 7. Confidentiality of Medical Records**

All information obtained by the Town regarding an applicant's or employee's disability, medical condition, request for reasonable accommodation, or workers' compensation shall be maintained on separate forms and in medical files which are separate from the regular personnel files. All medical files and records will be treated as confidential.

Access to medical information shall be given for the following reasons only:

- a. To supervisors who may be told only about work restrictions for an applicant or employee;
- b. To first aid and safety officials where emergency treatment might be required;
- c. To government officials charged with enforcement of disability laws, including the ADA; and
- d. Human Resources staff and legal counsel on an as-needed basis.

# **TOWN OF WEAVERVILLE AMERICANS WITH DISABILITIES COMPLIANCE POLICY**

## **Section 8. Reasonable Accommodation**

The Town will make reasonable accommodations whenever necessary for all qualified employees or candidates for employment with disabilities (as defined by applicable law), provided that:

1. The individual is otherwise qualified to safely perform the essential job functions of the job, and
2. Such accommodations do not impose undue hardship on the Town.

Where a job or work assignment is subject to health or medical standards required for assignments or deployments in support of the military, this policy does not require employment of an employee or candidate who cannot satisfy those standards.

- A. **Requesting an Accommodation – Employee** – If an employee has a disability that requires an accommodation in order to perform the essential functions of his or her job, or otherwise enjoy the benefits and privileges of employments, he or she must initiate a request for accommodation by contacting his or her direct supervisor, the Human Resources Officer, or Town Manager, and identify an adjustment or change at work that is needed because of a disability.
- B. **Requesting an Accommodation – Candidate** – If a candidate for employment has a disability that requires an accommodation in order to apply for a job, he or she must initiate the request for accommodation by contacting Human Resources Officer or Town Manager and identifying an adjustment or change in the application or system that is needed because of a disability.
- C. **Participation in the Interactive Process** –
  - i. An employee seeking an accommodation under this policy will engage in an interactive dialogue (the “interactive process”) with his or her supervisory, department head, and Human Resources Officer, to identify an accommodation that will allow the employee to perform the essential functions of the job effectively or engage in other benefits and privileges of employment that are enjoyed by similarly situated employees without disabilities.
  - ii. If the Town is able to accommodate the request as a result of the interactive process, without the need for supporting medical documentation or other information, the employee does not need to proceed with any further steps outlined in this process.
  - iii. The ADA Coordinator has the responsibility to secure a final decision about questions regarding the implementation of an accommodation related to whether the medical condition is a qualifying disability under the ADA. In the event that additional medical information is needed to determine what accommodations may be necessary the ADA Coordinator will secure a release of medical information from

# **TOWN OF WEAVERVILLE AMERICANS WITH DISABILITIES COMPLIANCE POLICY**

the employee in order to obtain the medical information that is needed to make such a determination.

- iv. The employee must cooperate with Human Resources in submitting necessary medical documentation and/or providing a release of medical information that permits HR to communicate with the employee's health care provider(s). The employee must return all forms and responsive information within 15 days of the request. Processing the request for accommodation may not proceed until all required forms have been completed and returned to Human Resources.
- v. HR will review the completed request for accommodation forms received from the employee and/or the employee's health care provider. If the information provided is incomplete or requires further clarification, HR may request additional information from the employee or his or her health care provider.

- D. **Determination** – If, based on medical and other information provided by the employee and/or his or her health care provider, the employee is determined to be a qualified individual with a disability, the ADA Coordinator will notify the employee, supervisor, department head and Town Manager. The ADA Coordinator will work with the employee and the department head to identify and discuss reasonable accommodations that will enable the employee to perform the essential functions of the job or to participate in the same benefits and privileges of employment enjoyed by similarly situated employees without disabilities. In instances where there is no reasonable accommodation that enables the employee to perform the essential functions of the job, including unpaid leave and assignment to a vacant position, the employee may be terminated.
- E. **Responsibilities – Employees/Candidates** – Employees and candidates with a disability that interferes with their ability to apply for a job, perform their essential job functions or otherwise enjoy the benefits and privileges of employment that are available to other similarly situated employees without disabilities, and who desire an accommodation, must follow the process set forth above. The employee or candidate who requests an accommodation has the responsibility to submit all required documentation on a timely basis and to remain engaged in the interactive process with the Town while a determination is being made. It is the employee's responsibility to work with his or her supervisor/department head, ADA Coordinator and qualified health care professional to review and complete all forms required. Any failure by the employee to supply the Town with all relevant and requested medical information or to otherwise meaningfully cooperate in the interactive process may result in the Town's denial of an accommodation or delay in the process.
- F. **Responsibilities – Management** – The Town Manager and all department heads are responsible for ensuring that all employees under their supervision are fully

**TOWN OF WEAVERVILLE  
AMERICANS WITH DISABILITIES  
COMPLIANCE POLICY**

aware of the Town’s reasonable accommodation policy and equal employment opportunity and non-discrimination policy. When an employee requests an accommodation, supervisors and department heads must participate in the interactive process with the employee to determine if a reasonable accommodation can be made, with or without seeking additional information about the employee’s medical condition.

If the ADA Coordinator determines that an employee’s medical condition is a qualifying disability under the ADA, supervisors and department heads must continue to work with the employee to identify existing reasonable accommodations that will enable the employee to perform the essential functions of his or her job.

- G. **Responsibilities – ADA Coordinator** – The ADA Coordinator is responsible for determining whether an individual is entitled to an accommodation under the terms of this policy, assisting in the interactive process to identify reasonable accommodations as necessary, and informing employees of their rights and obligations pursuant to this policy. The ADA Coordinator is responsible for ensuring appropriate confidentiality of employees’ and candidates’ medical information, consistent with Town policy and state and federal law.

**Section 9. Violations**

Any employee found to be in violation of this policy will be subject to prompt disciplinary action under the Town’s Personnel Policy, up to and including dismissal.

**Section 10. Adoption and Effective Date**

This policy is adopted by the Town Manager and may, from time-to-time be amended by the Town Manager under that same authority. This policy is effective immediately upon adoption.

**ADOPTED BY** the **Town Manager/Town Council** on the \_\_\_\_ day of April, 2019.

**TOWN OF WEAVERVILLE**

By: \_\_\_\_\_  
**Selena D. Coffey**, MPA, ICMA-CM  
Town Manager

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** April 15, 2019

**SUBJECT:** Ratification of Interlocal Agreement – Fire Departments and First Due Size-Up Program

**PRESENTER:** Town Attorney/Fire Chief

**ATTACHMENTS:** Interlocal Agreement

**DESCRIPTION/SUMMARY OF REQUEST:**

The First Due Size-Up program is a dispatch and pre-plan tool that allows emergency responders to have as much information as possible about the location they are responding to. The program pulls information from many different data bases such as GIS, tax records, permits and inspections, fire department pre-plans and many more to create a picture of the location with drawings, maps and pertinent information prior to arrival. Many departments have pre-plans on commercial structures that may or may not be a quick reference tool but this program provides a picture of all locations, even residential, and has been proven to give 100% credit for pre-plans in DOI/ISO inspections within North Carolina. There is also a Community Connect module with the program that will allow citizens with any kind of special need to be identified and allows responding agencies to better help these citizens during times of emergency that could potentially affect them.

The cost of the program is \$911.58 for each of the 19 departments and the Town, through the attached interlocal agreement, agreed to be the purchasing agent in order to take advantage of a \$7,000 grant and a quantity discount and get this program available to all emergency departments in Buncombe County.

The vendor is finishing up its installation and the system should be operational for Weaverville Fire Department and others as early as next week.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to ratify the interlocal agreement.

**STATE OF NORTH CAROLINA**

**INTERLOCAL AGREEMENT**

**COUNTY OF BUNCOMBE**

**THIS INTERLOCAL AGREEMENT** (“Agreement”) is entered into as of the 1<sup>st</sup> day of March, 2019, by and between the **TOWN OF WEAVERVILLE** (“Town”), and **BUNCOMBE COUNTY RESCUE SQUAD, FAIRVIEW FIRE DEPARTMENT, BLACK MOUNTAIN FIRE DEPARTMENT, WEST BUNCOMBE FIRE DEPARTMENT, SWANNANOA FIRE DEPARTMENT, WEAVERVILLE FIRE DEPARTMENT, REYNOLDS FIRE DEPARTMENT, ENKA FIRE DEPARTMENT, RICEVILLE FIRE DEPARTMENT, UPPER HOMINY FIRE DEPARTMENT, REEMS CREEK FIRE DEPARTMENT, BARNARDSVILLE FIRE DEPARTMENT, JUPITER FIRE DEPARTMENT, LEICESTER FIRE DEPARTMENT, FRENCH BROAD FIRE DEPARTMENT, WOODFIN FIRE DEPARTMENT, SKYLAND FIRE DEPARTMENT, BROAD RIVER FIRE DEPARTMENT, AND GARREN CREEK FIRE DEPARTMENT** (collectively “the departments”);

**WHEREAS**, First Due Size-Up is a software program that provides immediate and valuable information to aid fire and rescue workers during emergency situations;

**WHEREAS**, all of the fire departments operating within Buncombe County and the Buncombe County Rescue Squad have determined that First Due Size-Up is a program that will have a significant benefit to emergency response in Buncombe County and the safety of the emergency responders (“Program”);

**WHEREAS**, the City of Asheville Fire Department is already using the program and the remaining fire departments and Buncombe County Rescue Squad, all of which are a party to this Agreement, wish to implement the program so that it is available and in use throughout Buncombe County;

**WHEREAS**, at the urging of the Buncombe County Emergency Management Director, Buncombe County was attempting to secure the Program but has recently delayed its funding despite a well-negotiated and reasonable quote from Locality Media, Inc. and grant funds in the amount of \$7,000;

**WHEREAS**, the fire departments and Buncombe County Rescue Squad (collectively “the departments”) wish to obtain the program at the discounted amount offered by Locality Media, Inc., but the discounted cost and grant funding apply only to a single invoice which cannot be broken out into separate invoices for each department;

**WHEREAS**, the Town of Weaverville has agreed to act as purchasing agent and secure the program for use by the fire departments upon the condition that the departments agree to reimburse the Town of Weaverville for such payment as set forth in this Agreement;

**NOW, THEREFORE,** the parties hereby agree to the following terms and conditions:

1. The Town of Weaverville agrees to act as a purchasing agent and enter into a contract with Locality Media, Inc. d/b/a First Due Size-Up, for the initial term and for an additional 6 month term at the same or lower rate should Buncombe County not take over the purchasing of the program, subject to the right of the Town of Weaverville to terminate at any time in its sole discretion.
2. The contract amount of the First Due Size-Up Program for the initial term is \$24,320 which will be broken down into an invoice to be paid by the Town of Weaverville on behalf of the departments in the amount of \$17,320.00 and a separate invoice reflecting the grant in the amount of \$7,000.
3. The departments agree that they will each equally share in the amount to be paid by the Town of Weaverville with the amount of \$911.58 being due from each for the initial term.
4. Based on such agreement the Town of Weaverville will secure the Program on behalf of the departments upon the condition that each department pay its equal share by reimbursing the Town of Weaverville.
5. Each department must make payment to the Town of Weaverville within 30 days of receiving a request for payment. If payment is not received within 30 days then a late penalty of \$50.00 will be due and payable along with the original amount due.
6. Failure of a department to pay as set forth in this Agreement will be deemed a default and the Town of Weaverville has the right to pursue any and all legal and equitable remedies including bringing a legal action for money owed and costs associated with the default, including reasonable attorney's fees.
7. Each department will use its best efforts to encourage Buncombe County to include the cost of the renewal of this Program within its budget or to increase fire tax rates for each department in order to cover the cost of the Program.
8. This Agreement will automatically expire and terminate on December 31, 2019, however, the Town of Weaverville reserves the right to terminate early in its sole discretion.
9. This Agreement represents any and all agreements between the parties and contains all of the agreements on this matter. This Agreement may be executed in one or more counterparts, each of which may be deemed an original, but all of which constitute one and the same instrument. Facsimile or electronic versions of this agreement shall have the same legal effect as an original. This Agreement cannot be amended unless the amendment is reduced to writing and signed by all parties.
10. This Agreement is binding upon and inure to the benefit of the parties, their successors and assigns. Nothing in this Agreement is intended, nor deemed, to confer any benefits on any third party nor shall such person or entity have any right to seek, enforce or recover any right or remedy under this Agreement.



LEICESTER FIRE DEPARTMENT: Christopher J. Brown

FRENCH BROAD FIRE DEPARTMENT: Matt She

WOODFIN FIRE DEPARTMENT: Jeff Angel

SKYLAND FIRE DEPARTMENT: Tom

BROAD RIVER FIRE DEPARTMENT: Brent Hayner

~~GARDEN CREEK FIRE~~  
DEPARTMENT:



Z:\Fire\Interlocal Agreement - First Due Size-Up Program - February 2019.docx

2

Hayner

This Interlocal Agreement identifies the Black Mountain Fire Department as a party, but the Black Mountain Fire Department is a department of the Town of Black Mountain, which is the proper entity to enter into this interlocal agreement.

The Town of Black Mountain, acting through its Board of Aldermen, has approved this Agreement and directed its Town Manager to execute the agreement on behalf of the Town.

Date: 4-8-19

Josh Harrold  
JOSH HARROLD, Town Manager

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** Monday, April 15, 2019

**Subject:** Setting a Public Hearing on the Proposed Voluntary Annexation Petition of 135 Monticello Road and the Initial Zoning Request of R-12 for the Same Property Described.

**Presenter:** Town Attorney / Planning Director

**Attachments:** Voluntary Annexation Petition; Zoning Map Amendment Application; Certificate of Sufficiency; Planning and Zoning Board Recommendation

**Description:**

During the March 18 meeting of Council the Town Clerk was instructed to investigate the eligibility of a proposed annexation and the Planning and Zoning Board was instructed to examine the compliance with the Town's adopted comprehensive land use plan with a desired initial zoning of R-12. These actions have occurred and attached you will find documentation reflective of same. Staff reports from various departments related to service provision within the proposed annexation area will be provided for Council's consideration should the applications be advanced to a public hearing.

**Action Requested:**

Staff is seeking the setting of a public hearing before Town Council on Monday, May 20, 2019 at 6:00pm, or at such time as Council reaches the matter, for the aforementioned voluntary annexation and the initial zoning of the property to R-12 should the annexation be approved by Town Council.

**CERTIFICATE OF SUFFICIENCY OF  
ANNEXATION PETITION 2019-1  
RIVERSIDE STUMP DUMP, INC., PROPERTY AT  
135 MONTICELLO ROAD**

**TO THE WEAVERVILLE TOWN COUNCIL:**

I, Derek Huninghake, Weaverville Town Clerk, do hereby certify that I have investigated the Voluntary Annexation Petition of Riverside Stump Dump, Inc., (Petition No. 2019-1) and have found as a fact that the Petition is signed by all the owners of real property lying in the area described therein and that the area to be annexed is contiguous to the Town's primary boundary.

Therefore, in accordance with North Carolina General Statutes § 160A-31, *et seq.*, I certify that the Petition is valid and sufficient for the voluntary annexation of a contiguous area pursuant to said § 160A-31 *et seq.*, of the North Carolina General Statutes.

**IN WITNESS WHEREOF**, I have hereto set my hand and affixed the seal of the Town of Weaverville, this the 9th day of April, 2019.



**DEREK K. HUNINGHAKE**, Town Clerk



# PETITION FOR VOLUNTARY ANNEXATION PROCESS INFORMATION

## *Town of Weaverville, North Carolina*

**VOLUNTARY ANNEXATION:** Upon receipt of a valid petition signed by all of the owners of real property in the area described therein, the Town may annex an area either contiguous or not contiguous to its primary corporate limits when the area meets the standards set out under North Carolina General Statutes § 160A-31 and § 160A-58.1 The petition need not be signed by the owners of real property that is wholly exempt from property taxation under the Constitution and laws of North Carolina, nor by railroad companies, public utilities as defined in G.S. § 62-3(23), or electric or telephone membership corporations. A rezoning petition must accompany the annexation petition if any portion of the property to be annexed is located outside of the Town of Weaverville's corporate limits.

### **SUBMITTAL REQUIREMENTS:**

- Town of Weaverville Petition for Annexation with original signatures
- Annexation Petition Fee (\$500)
- Certificate of Authority
- Plat/Annexation Survey
- Legal Description (based on annexation survey in Microsoft Word format)
- Annexation Data Sheet

### **REVIEW PROCESS:**

**Staff Review** – The Planning and Public Works Departments review the annexation submission. Comments will be sent to the applicant via email. Clerk begins review of annexation petition for sufficiency.

**Annexation Plat Submission** – After the map and legal description are deemed sufficient by the Town of Weaverville, and prior to the public hearing on the annexation, the applicant is required to submit an annexation survey in recordable format to the Planning Department.

**Town Council Meeting** – The Town Council meetings are typically held on the third Monday of each month at 6pm. The Town Council will pass a resolution directing the Town Clerk to investigate the annexation petition. The Town Clerk will present to the Town Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

**Legal Advertisement** – A legal advertisement will be published on the Town's website and in the newspaper no more than 25 days and no less than 10 days prior to the date of the public hearing.

**Public Hearing/Town Council Meeting** – The Town Council meetings are typically held the third Monday of each month at 6pm. After holding the public hearing, the Town Council will either adopt or deny an ordinance to extend the corporate limits of the Town of Weaverville

**Recordation** – If the annexation is approved by the Town Council, the Town Clerk will have the Annexation Plat recorded at the Buncombe County Register of Deeds.

**Notice of Annexation** – As required by law the North Carolina Secretary of State and the Buncombe County Board of Elections will be notified of the newly annexed area.

**PETITION FOR VOLUNTARY ANNEXATION  
PETITION/APPLICATION**

**Town of Weaverville, North Carolina**

Submittal Date: 02/26/2019

Date Fee Paid: \$500.00

Petition No: \_\_\_\_\_

**STATE OF NORTH CAROLINA  
COUNTY OF BUNCOMBE**

**TO THE TOWN COUNCIL OF WEAVERVILLE, NORTH CAROLINA**

1. We, the undersigned owners of real property, respectfully request that the area described in Part 4 below be annexed to the Town of Weaverville, Buncombe County, North Carolina.
2. The area to be annexed is x contiguous, \_\_\_\_\_ non-contiguous (satellite) to the Town of Weaverville, North Carolina, and the boundaries are as contained in the metes and bounds description attached hereto.
3. If contiguous, this annexation will include all intervening rights-of-way for streets, railroads and other areas as stated in G.S. § 160A-31(f), unless otherwise stated in the annexation agreement/ordinance.
4. The property and property owner information is as follows:

Property Owner and Mailing Address	Phone Number & Email Address	Deed Reference & Property PIN	Property Owner Signature
Riverside Stump Dump, Inc. 620 Riverside Drive Asheville, NC 28801	(828) 206-5029 (828) 712-6893 theray82@gmail.com	DB: 4900 PG: 1080 PIN: 9733-62-6052	Clara Ray, President

5. Zoning vested rights \_\_\_\_\_ are not claimed, x have been established under G.S. § 153A-344.1 or § 160A-385.1 as follows [describe and attach the order and approved site plan]: The applicant desires to maintain existing mulch/stump dump operation as a non-conforming use after annexation per the Weaverville Ordinance Requirements and the attached e-mail from James Eller-Weaverville Planning Director.

Total Acreage to be annexed: 19.5 +/-

Population in annexed area: 0

Proposed Zoning District: R-12

Reason for annexation: x Receive Town Services x Other (please specify) Water service

The applicant must also submit a rezoning application with the petition for voluntary annexation to establish a Weaverville zoning designation. Please contact the Planning Department at (828)484-7002 for questions. If the purpose of the petition is a connection to public water, contact Public Works Department at (828)645-0606 to confirm that public water is available to the property and the cost of that connection.

**PETITION FOR VOLUNTARY ANNEXATION  
 CERTIFICATE OF AUTHORITY FOR CORPORATION  
 Town of Weaverville, North Carolina**

The undersigned, being (a/the) duly elected officer of Riverside Stump Dump, Inc., a corporation organized and existing in the State of North Carolina (hereinafter "Corporation"), does hereby certify that:

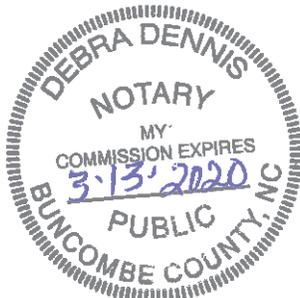
1. That the Corporation currently exists and is in good standing with the NC Secretary of State;
2. That a controlling majority of shareholders of the Corporation have adopted resolutions with respect to the attached/foregoing Petition for Voluntary Annexation and such resolutions have been duly and validly adopted and are in full force and effect.
3. That said resolutions adopted/approved the Petition for Voluntary Annexation and authorized any and all actions on behalf of the Corporation to complete the process for the Petition to be approved by the Town of Weaverville and that no further authorizing action need be taken.
4. That the said resolutions authorized the following person or persons to execute all documents in connection with the Petition for Annexation and that the signature appearing to the right of their name(s) is his/her genuine signature:

NAME	OFFICE HELD	SIGNATURE
<u>Clara Ray</u>	<u>President</u>	<u>Clara Ray</u>
_____	_____	_____
_____	_____	_____

THIS the 22th day of February, 2019.

STATE OF NORTH CAROLINA  
 COUNTY OF Buncombe

I, Debra Dennis, a Notary Public, certify that Clara Ray personally came before me this day and acknowledged that he/she is the President of Riverside Stump Dump, Inc., a North Carolina corporation, and that by authority duly given and as the act of the Corporation, the foregoing Certificate of Authority was signed by him/her on behalf of the Corporation. Witness my hand and seal this the 22 day of February, 2019.



Debra Dennis  
 Notary Public  
 My Commission Expires: 3-13-2020

# PETITION FOR VOLUNTARY ANNEXATION DATA SHEET

*Town of Weaverville, North Carolina*

Submittal Date: 02/26/2019

Petition No. \_\_\_\_\_

Annexation Area Name: 135 Monticello Road, Riverside Stump Dump

Petitioner: Riverside Stump Dump, Inc.

Subject Area Acreage: 19.5 +/- Acres

Current Land Use: Stump Dump/Mulching Operation w/ office

Proposed Land Use or Development (describe): For sale - Multifamily Site

Residential (single family): Number of Units: \_\_\_\_\_ Anticipated build out in \_\_\_\_\_ years  
Average Sales Price: \$ \_\_\_\_\_/dwelling unit

Residential (multi-family): Number of Units: \_\_\_\_\_ Anticipated build out in \_\_\_\_\_ years  
Owned: Average Sales Price: \$ \_\_\_\_\_/building unit  
Rental: Average Rental Amt: \$ \_\_\_\_\_/month

Retail: Square footage: \_\_\_\_\_ Anticipated build out in \_\_\_\_\_ years  
Type of tenancy: \_\_\_\_\_

Commercial - Non-Retail: Square footage: \_\_\_\_\_ Anticipated build out in \_\_\_\_\_ years  
Type of tenancy: \_\_\_\_\_

Other: Square footage: \_\_\_\_\_ Anticipated build out in \_\_\_\_\_ years  
Type of tenancy: \_\_\_\_\_

Development Scale: Max building height of \_\_\_\_\_; max number of stories of \_\_\_\_\_

Infrastructure: Linear feet of publicly dedicated roadways proposed: \_\_\_\_\_  
Public water proposed: \_\_\_\_\_ Other Public Services Requested (describe): \_\_\_\_\_

Zoning Vested Rights Claimed (describe and attach documentation): Maintain current use as a stump dump/  
mulch operation as a non-conforming use after annexation per the Weaverville Ordinance Requirements and attached e-mail.

Clara Ray  
Signature of Owner(s)

**TOWN OF WEAVERVILLE APPLICATION FOR  
A ZONING MAP OR TEXT AMENDMENT**

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

OWNER/APPLICANT NAME: Riverside Stump Dump, Inc. APPLICATION DATE: 2-26-2019

PHONE NUMBER: 828-258-7339

MAILING ADDRESS: 620 Riverside  
Drive, Asheville, NC 28801

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Application is made to the Town Council of Weaverville to amend:

The Zoning Map

The text of the Zoning Ordinance (Ch 36 of Code of Ordinances)

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APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 135 Monticello Road

PIN: 9733-62-6052

LOT AREA (acres): 19.5+/-

CURRENT ZONING DISTRICT: EMP, Bunc. Co. PROPOSED ZONING DISTRICT: R-12

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- Total acreage
- Current owner(s) and date of survey
- Property location relative to streets
- North arrow
- Existing easements, rights of way, or other restrictions on the property
- Areas located within the floodplain
- Adjoining property owners, addresses, and Buncombe County PINs

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APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 36 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

**TOWN OF WEAVERVILLE APPLICATION FOR  
A ZONING MAP OR TEXT AMENDMENT**

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

**I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.**

Clara Ray February 27, 2019  
SIGNATURE OF APPLICANT DATE

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

**REZONING FEE SCHEDULE:**

1 Lot < 1 acre	\$350.00
2-4 Lots or 1-3 acres	\$450.00
4-9 acres	\$550.00
10-25 acres	\$750.00
25+ acres	\$900.00

**OFFICE USE ONLY**

FEE: \$	DATE PAID:	CHECK	CASH
DATE OF INTIAL COUNCIL MEETING:		ACTION TAKEN:	
DATE OF PLANNING BOARD MEETING:		ACTION TAKEN:	

*Emailed to James  
Eller  
in Word format  
2/26/2019*

LEGAL DISCRIPTION FOR 135 Monticello Road, Weaverville, NC

Riverside Stump Dump, Inc. PIN 9733626052

TRACT #1: BEGINNING on a found post hole in concrete, said Beginning point being a common comer to the lands of H & K Properties, Buncombe County Deed Book 4608, Page 665, and Crystal Jean Ponder-Hopkins, et al., Buncombe County Deed Book 4615, Page 467, and runs thence from said Beginning point with the Hopkins line and thence with the Leonard F. Ponder line, Buncombe County Deed Book 4135, Page 87, S 45 27 38 E 254 feet to a set iron, S 89 03 42 E 268.30 feet to a set iron (said iron being located S 73 26 W 1 foot from a PVC pipe filled with concrete); thence with the right of way of the NC Department of Transportation, Buncombe County Deed Book 1284, Page 693, S 17 53 51 W 16.24 feet to an unmarked point, S 19 42 42 W 125.82 feet to a set iron located on the North side of an asphalt drive; thence with the line of the 0.073 acre tract (Tract 2 described herein) crossing said asphalt drive and another gravel driveway S 10 07 01 W 156.74 feet to a found iron; thence with the line of HVMHN-3VHM, LLC, Buncombe County Deed Book 4375, Page 108, a curve to the left crossing an asphalt drive, having a cord bearing S 28 06 22 W, a cord length of 163.83 feet, a radius of 888.17 feet, and an arc length of 164.06 feet, to an unmarked point; thence continuing with said line, crossing another asphalt drive, S 22 48 51 W 62.47 feet to a point; thence continuing with said line a curve to the left having a cord bearing S 22 33 49 W with a cord length of 17.71 feet, a radius of 2,017.39 feet, and an arc length of 17.71 feet, to a found iron; thence with the line of D. Keith Roberts, Trustee, Buncombe County Deed Book 4184, Page 46, N 71 18 27 W 1,491.32 feet to a found iron; thence with the line of Martin Blank, Buncombe County Deed Book 1607, Page 174, N 03 48 43 E 330.25 feet to a found iron (said iron being located S 35 00 38 E 26.88 feet from another found iron); thence with the line of John G. Bodenhorst, Buncombe County Deed Book 1962, Page 752, S 87 26 45 E 186.06 feet to a found iron, N 54 59 34 E 112.99 feet to a found iron, N 68 40 47 E 79.62 feet to a found iron; thence with the line of H & K Properties N 64 15 48 E 42.28 feet to an unmarked point; thence with the centerline of the branch N 37 42 06 E 18.74 feet, N 60 59 37 E 20.19 feet, N 210400 E 21.23 feet, N 62 17 35 E 6.21 feet, S 85 24 13 E 46.36 feet, S 52 53 47 E 11.64 feet, S 06 11 29 W 10.94 feet, S 40 08 16 E 9.10 feet, S 70 12 29 E 31.97 feet, S 89 48 42 E 34.53 feet, N 83 54 25 E 99.09 feet, S 81 04 11 E 22.58 feet, S 59 28 11 E 35.78 feet, S 69 48 37 E 64.36 feet, S 52 08 15 E 88.36 feet, S 67 30 19 E 92.92 feet, S 56 26 10 E 134.52 feet, S 58 11 21 E 102.48 feet to the point of BEGINNING, containing 19.397 acres, according to a survey entitled "Boundary Survey for Ronnie Ray of Property Owned by Steve C. and Jeanna Y. Brown" prepared by Martin A. Barnes, PLS L-4274, of Ed Holmes and Associates Land Surveyors dated 2 June 2011 with a Job Number of 11070.

TRACT #2: BEGINNING on a set iron pin, said Beginning point being the terminus of the fourth call of the above described 19.379 acres, and runs thence from said Beginning point with the line of said tract S 10 07 01 W 156.74 feet to a found iron; thence with the line of HVMHN-3VIIM, LLC S 09 48 36 W 104.53 feet to a point, S 63 57 45 E 19.91 feet to a point, N 27 40 17 E 51.63 feet to a point, N 60 45 58 W 20.00 feet to a point, N 05 40 38 E 211.59 feet to the point of BEGINNING, containing 0.073 acres, as shown on the above-referenced survey of Ed Holmes and Associates.

MADE SUBJECT to the right of way for US Highway 25- 70, Project Number 6.801760 as recorded of record at Buncombe County Deed Book 1284, Page 693.

SUBJECT to the easement and road right of way for Monticello Road and Gill Road to their full respective legal widths. FOR TITLE REFERENCE: See Buncombe County Deed Book 4324, Page 897.



**Town of Weaverville  
Planning and Zoning Board**

**On Tuesday, April 2, 2019 the Planning and Zoning Board reviewed and unanimously recommended to Town Council a proposed initial zoning of R-12 for the property commonly known as 135 Monticello Road, 9733-62-6052.**

**It has been found that the proposed initial zoning is consistent with the Town's Comprehensive Plan in that the plan calls for a balance of residential uses. The Planning and Zoning Board considers approval both reasonable and in the public interest due to the desire of the proposed property owner to further develop the for multifamily residential purposes and finding that adjacent parcels of land are zoned R-12 creating contiguity of zoning districts.**

*Doug Theroux*

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

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019

**Subject:** Setting a Public Hearing for a Proposed Conditional Zoning District at 37 Brown Street

**Presenter:** Planning Director

**Attachments:** Sec.36-84 Conditional Zoning District; Site Plan; Planning and Zoning Board Recommendation

**Description:**

Staff is in possession of an executed conditional zoning district application for the property at 37 Brown Street. The application calls for the rehabilitation of an existing facility, commonly known as the Weaver College Boy's Dormitory in such a fashion as to create no more than 16 dwelling units within same.

The Planning and Zoning Board reviewed the application and plans on the nights of Tuesday, March 5 and Tuesday, April 2 and has unanimously passed the attached positive recommendation related to the project.

Once the public hearing is set, staff will work in conjunction with the applicant to conduct the public involvement meeting made requisite by Sec.36-84(e)(3) prior to the next meeting of Council.

**Action Requested:**

Staff is seeking the setting of a public hearing before Town Council on Monday, May 20, 2019 at 6:00pm, or at such time as Council reaches the matter, for the aforementioned proposed conditional zoning district.

Sec. 36-84. - Conditional zoning district.

- (a) *Intent.* It is expected that, in most cases, a general district will appropriately regulate site-specific impact of permitted use and structures on surrounding areas, however conditional zoning districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the underlying general district has insufficient standards to mitigate the site-specific impact on surrounding area.
- (b) *Use permitted.* Any use may be considered for a conditional zoning district and shall be established on an individual basis, at the request of the property owner, according to the procedures of this section.
- (c) *Conditions.* In establishing a conditional zoning district town council may place conditions on the property which set individualized standards to the site and a site plan and supporting documents illustrating said conditions and standards may be included in the ordinance establishing the district. These conditions which may be established by town council shall only be those which are necessary for ordinance and plan compliance and shall only address the impacts reasonably expected to be generated by the project. Said conditions may be proposed by town council or the applicant and must be mutually approved by town council and the applicant.
- (d) *Petition of request.* Property may be rezoned to a conditional zoning district only in response to and consistent with a petition of the owners, or agents of the owners of all of the property to be included in the district and shall be accompanied by an petition, a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:
  - (1) A petition for a conditional zoning district must include a site plan and supporting information that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined ordinance requirements, will govern the development and use of the property;
  - (2) A boundary survey and vicinity map showing the property's total acreage, current zoning classification(s), general location in relation to major streets, date and north arrow;
  - (3) Existing topography on the site and within 300 feet of the boundary of the site, and the general nature of the proposed topography contours shown at a maximum of five feet;
  - (4) All existing easements, reservations, rights-of-way, and any other valid restrictions on the use of the land;
  - (5) The number and general location of all proposed structures;
  - (6) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;
  - (7) All yards, buffers, screening, and landscaping and sidewalks required within the underlying zoning district;
  - (8) All existing and proposed points of access to public streets and the locations of proposed new streets;
  - (9) Delineation of areas within the floodplain;
  - (10) Proposed number and location of the signs;
  - (11) Proposed phasing, if any, and the approximate completion time for the project;
  - (12) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;
  - (13) Photographs of buildings on properties within 200 feet of the subject property establishing the scale of the buildings within the proposed project with those surrounding;
  - (14) Information on the height of all proposed structures;

- (15) Exterior features of all of the proposed development including but not limited to construction and finishing materials;
  - (16) Any supporting text and all documents presented shall constitute part of the petition.
- (e) *Approval procedures for initial CZD.* Except as specifically modified by this section, the procedures to be followed by the town council in reviewing, granting, or denying any petition for a conditional zoning district shall be the same as those established for general use district zoning petitions under N.C.G.S. Ch. 160A, Art. 19. The following procedures shall also apply for the approval of conditional zoning districts:
- (1) Initial consideration by town council. Petitions for conditional zoning district shall be initially reviewed by town council. After its initial consideration of a petition for a conditional zoning district, town council shall refer the request to the planning board for the full review process as required by state statute. Initial consideration of such petitions are intended to provide town council with the opportunity to express their preliminary thoughts related to the petition but shall not serve as a final determination on same.
  - (2) Planning and zoning review. Following an initial review by town council as set forth herein and in section 36-358 all conditional zoning requests shall be submitted to the town planning and zoning board to determine if approvals of such plans are made in consideration of identified relevant adopted land-use plans for the area including, but not limited to, comprehensive plans, strategic plans, district plans, area plans, neighborhood plans, corridor plans, and other land-use policy documents. A statement analyzing the reasonableness of the proposed rezoning shall be prepared by the town planning and zoning board for each petition for a rezoning to a conditional zoning district and submitted to the town council for final action on the request. Due to the scope and complexities which may be presented by a conditional zoning district request, the planning and zoning board shall have up to 180 days from its first consideration to submit its statement of reasonableness and recommendation to town council. If the planning and zoning board fails to submit such statement and/or recommendation within 180 days then the request shall be forwarded to town council with a record of the planning and zoning board's comments and town council is eligible to consider the request and take final action thereon.
  - (3) Public involvement meeting. Before a public hearing may be held by the town council on a petition for a conditional zoning the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review. Notice of such a public hearing shall be given to all the property owners within 200 feet of the property boundaries and in accordance with the provisions of N.C.G.S. 160A-364.
  - (4) Public hearing. As required by N.C.G.S. Ch. 160A, Art. 19, town council cannot take any action on a conditional zoning district request until such time as it has held a public hearing that has been properly noticed.
- (f) *District approval and ordinance.* If a petition for a conditional zoning district is approved, the development and use of the property shall be governed by the ordinance establishing the conditional zoning district, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved district. Each conditional zoning district will be given a special number, distinguishing such conditional zoning district from another zoning district. Each ordinance adopted by town council which establishes a conditional zoning district within the Town of Weaverville is hereby incorporated into this chapter as a

separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.

- (g) *Time limits.* Time limits for the completion of the projects infrastructure and completion of construction shall be established on an individual basis by town council based upon the type and scope of development. Extensions to established time frames shall be subject to the approval of town council.
- (h) *Phasing of projects.* Any project phasing must be reviewed and approved with the conditional zoning district. Phases must be shown on the site plan that is adopted in conjunction with the ordinance approving the conditional zoning district and the time periods related to the phasing must also be addressed in said ordinance.
- (i) *Guarantee of conditions.* At the discretion of the town council, the council may require the property owner to guarantee the performance or completion of conditions included in the approved conditional zoning plan. Such guarantee may be in the form of:
  - (1) A surety performance bond made by a surety bonding company licensed and authorized to do business in the state;
  - (2) A bond of the developer with an assignment to the town of a certificate of deposit as security for the bond;
  - (3) A bond of the developer secured by an official bank check drawn in favor of the town and deposited with the town clerk;
  - (4) Cash or an irrevocable letter of credit; or
  - (5) A bank escrow account whereby the developer deposits cash, a note, a bond or some other instrument readily convertible into cash for a specific face value, with a federally insured financial institution in an account payable to the town.

The amount of the guarantee shall be determined by town council and must be reasonable taking into consideration the type and scope of proposed development.

- (j) *Judicial review.* Conditional zoning district decisions under this section are legislative decisions that are presumed valid if there is a reasonable basis for the decision.
- (k) *Future variance request.* Property zoned CZD will not be able to apply for a variance on the approved project.
- (l) *Maintaining the zoning district.* A CZD is a rezoning which represents both a text and map amendment and as such is maintained after the sale of the property. If the property owner wishes to change the approved CZD plan, all property owners within the original CZD must apply for a rezoning or a modification to the CZD as per section 36-84(n).
- (m) *Modifications.* Minor modifications that can be approved by staff are limited to modifications that do not affect the property lines, do not affect the final plat and which are in substantial compliance with the approved plans. An extension of any time frame stated within an ordinance designating a conditional zoning district must be approved by town council but shall otherwise be considered a minor modification. All other modifications must be approved by town council and are subject to the procedures set out in section 36-84(n).
- (n) *Approval procedures for modifications of a CZD.* Except for minor modifications that can be approved by staff or town council as provided in section 36-84(m), the procedures to be followed in reviewing, granting or denying any requested modification to the approved site plan or the CZD ordinance shall be the same as those established for approval of an initial CZD except that a public involvement meeting is not required. Staff is required to notify the mayor and town council of any modifications that staff has approved or denied.
- (o) *Final plat approval process.* All water, sewer, stormwater infrastructure, and all street, sidewalk, and similar improvements must be installed and verified as complete by the appropriate authority prior to final plat review. Once the required infrastructure is complete, the final plat will be reviewed by staff

and the planning and zoning board for compliance with the relevant portions of the ordinance approving the conditional zoning district for the project. After its review the planning and zoning board shall submit a recommendation to town council. Town council must consider the planning and zoning board's findings and recommendation and, upon finding that the required infrastructure is complete and compliant, shall approve the final plat and authorize the recordation of same.

Final plats must contain the following language:

"This plat has been approved as part of a conditional zoning district and all lots shown are subject to all the conditions, rules and regulations governing that conditional zoning district and not subject to the subdivision ordinance of the Town of Weaverville. Any modification to any lot or improvement shown on this plat may only be accomplished as an amendment to the conditional zoning district and in accordance with the applicable Code provisions of the Town of Weaverville."

- (p) *Issuance of zoning permits.* The zoning administrator shall not issue a zoning permit until a final plat has been approved and recorded.
- (q) *Noncompliance.* In the event of noncompliance by a property owner or any subsequent resale or lease of a property for use other than that stipulated in the original CZD approval, the property owner would be in violation of the town zoning ordinance.
- (r) *Appeal of zoning administrator decisions concerning CZDs.* Any determination made by the zoning administrator regarding the project and/or this conditional zoning district is appealable to the zoning board of adjustment. Such appeal shall be made in accordance with the procedure set forth in town code section 36-328(3). In addition, staff is required to notify the mayor and town council of any appeals related to this project and/or this conditional zoning district proceeding before the zoning board of adjustment so that town council has the opportunity to participate as a party to the appeal should it wish to do so.

( [Ord. of 8-21-2017\(1\)](#), § 1(Exh. A); Ord. of [10-15-2018\(1\)](#), § 3)



# The Town of Weaverville

NORTH CAROLINA

April 3, 2019

Mayor Al Root and  
Weaverville Town Council

Re: *Margaret S. Ottofey (through agent Thomas Wolfe of Saba Holding Group, LLC)*  
*Conditional Zoning District Application for 37 Brown Street*  
*Old Boy's Dormitory – Weaver College*  
**Statement of Reasonableness and Recommendation**

Dear Mayor and Council –

On 5 March 2019 and 2 April 2019, pursuant to Section 36-84 of the Town's Code of Ordinances, the Planning and Zoning Board reviewed the application for a Conditional Zoning District that was submitted by Thomas Wolfe of Saba Holding Group, LLC, authorized agent for property owner Margaret S. Ottofey, on January 31, 2019.

This project would refurbish and renovate the old Weaver College boy's dormitory located at 37 Brown Street into a 16-unit multi-unit residential building while maintaining the historic nature and aesthetics of the building. The property is under single ownership, is currently zoned R-2, and is bounded by Brown Street to the east/southeast, College Street to the northeast, and private properties to the north, west and southwest. A site plan is attached which contains survey data.

The maximum number of units in this project is 16, which is consistent with the number of units that the table of dimensional requirements would allowed within the R-2 zoning district. The existing historic building is compliant with the setback requirements for the R-2 zoning district and the building height is either in compliance with R-2 zoning or is allowed as an existing nonconforming structure.

At these meetings the Planning and Zoning Board reviewed the project for compliance with all of the items enumerated in Section 36-84(d). The Planning and Zoning Board also analyzed the project's reasonableness in light of the Town's comprehensive land use plan and other land use policies and found that the project is reasonable in light of the Town's land use regulations including specifically the Town's Comprehensive Land Use Plan and the stated goals and objectives in that Plan including those provisions which encourage a variety of housing opportunities, and consistency with the Town's underlying R-2 zoning district which was designed and implemented for residential use, including a mix of single family and multi-family residential options.

**After careful review of this application and the materials submitted, the Planning and Zoning Board unanimously recommends the approval of the application for a Conditional Zoning District for the**

**project as reflected on the attached site plan, historic elevations, and conceptual floor plans, subject to the following conditions:**

1. The project is to be constructed consistent with the preliminary site plan and historic elevation submitted by the applicant, copies of which are attached hereto and incorporated herein by reference. The height of the building may not exceed its current height which has been established as 40 feet at the roof ridge as measured from the front sidewalk at the front steps. It is recognized that a fire escape must be constructed exterior to the existing building. A rear entrance from the parking area must be provided with related improvements to facilitate access to the building from the parking areas located at the rear and side of the building.
2. The maximum number of units allowed is 16.
3. The floor plans that are attached hereto are conceptual in nature and are allowed to be changed as long as the number of units does not exceed 16. Sitting areas, mailrooms, laundry facilities, storage areas, and other uses which support the residential units are allowed as long as they are housed within the existing building or garage area. Commercial uses, such as restaurants and shops are not allowed on the property.
4. The exterior of the main building must be maintained in such a manner as is consistent with the historic aesthetics of the building as shown on the original elevation submitted with the application and attached hereto, including but not limited to the original façade and old brickwork. The exterior of the garage building must be repaired with a masonry stucco finish.
5. Sidewalks are not required within the project or along Brown Street or College Street.
6. All driveways/streets within the project shall be private. Said private driveways/streets shall be constructed to Weaverville's driveway/street standards, except that the historic horseshoe driveway in the front of the building off of Brown Street is not required to meet those standards. The covenants, conditions and restrictions applicable to this project, if any, must include language stating that the streets are private and part of the common area of the project, and as such will be maintained through the assessments for common expenses.
7. A minimum of 32 off-street parking spaces, with a minimum size of 9 feet by 18 feet, must be provided and must be constructed and maintained in an all-weather condition regardless of surface materials used.
8. One freestanding sign at the entrance of the project is allowed but such sign must not be larger than 50 square feet of surface area per side of the sign, for a maximum aggregate of 100 square feet of surface area, and must comply with the other standards contained in Article VIII of Chapter 36 of the Town's Code of Ordinances.
9. Any and all outdoor lighting that is to be installed must comply with Town Code Section 36-26, except as specifically provided in this paragraph. All outdoor lighting on the property shall be mounted on posts that are no more than 16 feet tall. Blocking, shielding and aiming of all outdoor lighting shall be used to minimize light trespass on to adjoining residential properties. The outdoor lighting plan must be submitted and approved in conjunction with a zoning permit application.

10. Landscaping must comply with Article VI of Chapter 36 of the Town's Code of Ordinances. A landscaping plan must be submitted and approved in conjunction with a zoning permit application.
11. Grading must comply with Article XV of Chapter 36 of the Town's Code of Ordinances. A grading plan must be submitted and approved in conjunction with a zoning permit application. Compliance with Buncombe County sedimentation and erosion control standards is also required.
12. Landscape buffers or privacy fences or walls between the property and adjoining properties are not required but are allowed.
13. Construction related vehicles must be parked on the property and not on the public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on the public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Code Section 22-48.
14. All construction must be completed within 24 months of the issuance of the first permit allowing work to begin on the property. Upon request of the owner/developer, Town Council may, in its sole discretion, grant such extension as Town Council deems appropriate under the circumstances.
15. Section 36-84 shall continue to govern the project including, but not limited, to those provisions regarding issuance of zoning permits, modifications, appeals, and final plat approval.

The height of the existing building had not been measured at the time that the Planning and Zoning Board took action on the recommendation. This information is to be provided by the property owner or her agent and should be included in paragraph 1 of the conditions prior to Town Council adoption.

While the unit density of the project (16 units) is consistent with the number of units allowed under the table of dimensional requirements, a concern was shared by one of the Planning and Zoning Board members related to the density that is proposed for this project.

Whether the main driveways/streets are to be constructed with pervious (gravel) or impervious (pavement) material has yet to be determined. Some members of the Planning and Zoning Board indicated a preference for an impervious or paved surface in order to reduce the possibility of erosion and washing of the driveways/streets and parking spaces and possible impact on the public streets and related safety issues. The property owner is likely to employ engineers that will provide recommendations on the surface material for the driveways/streets and a grading plan must be submitted with a zoning permit application.

To support the condition stated in paragraph 4 concerning sidewalks, it is noted that sidewalks are not required for projects that do not involve new construction. As this project is a renovation project, sidewalks would normally not be required. In addition, the existing residential neighborhood in which the project is located does not have sidewalks and sidewalks along the Brown Street and/or College Street frontage of the property would not be in character with the existing neighborhood, including the subdivision known as Lakeside Meadows which lies to the south of the property and does not have

sidewalks. The closest sidewalk to the project is located approximately 500 feet north at the intersection of College Street and Lakeshore Drive.

To support the condition stated in paragraph 11 concerning buffering and fencing, it is noted that buffers between adjoining properties is not required by any residential use within the R-1, R-2 or R-3 zoning districts.

A traffic analysis was not conducted as Town staff determined that the peak hour trips would not trigger the requirement stated in Town Code Section 36-25.

Under Town Code Section 36-84(i) Town Council has the discretion to require a performance guarantee to guarantee the completion of the conditions approved with the conditional zoning district and to determine the amount of such guarantee should Town Council wish to require one.

It is also noted that a public involvement meeting required by Sec. 36-84(e)(3) has not yet been scheduled. Town Council is reminded that it cannot hold its public hearing on the application until such public involvement meeting has been held.

While recognizing that it is outside of the scope of the Planning and Zoning Board's review of the application, a suggestion was made that any historical artifacts found within the existing building might be of interest to the Dry Ridge Museum and the agent of the owner seemed interested in donating such materials, if found, to the Dry Ridge Museum.

Please let me know if you need anything further from us on this matter.

Sincerely,

*Doug Theroux*

Doug Theroux

Planning and Zoning Board Chairman

cc: James Eller, Town Planner  
Selena Coffey, Town Manager  
Jennifer Jackson, Town Attorney  
Thomas Wolfe, Saba Holding Group, LLC

**TOWN OF WEAVERVILLE  
AGENT AUTHORIZATION FOR LAND USE DEVELOPMENT  
PETITION/APPLICATION AND APPROVAL**

**PROPERTY LEGAL DESCRIPTION:**

PARCEL ID: 9742-16-7113  
STREET ADDRESS: 37 Brown St.  
Weaverville NC 28787

**PROPERTY OWNER:**

(complete Certificate of Authority if a corporation or LLC)

PROPERTY OWNER: Margaret S. Ottoly

**PROPERTY OWNER CONTACT INFORMATION:**

EMAIL ADDRESS: marge@iaa.com Rep by: Sjustus@beverly-hanks.com  
PHONE NUMBER: 828-505-1160 828-230-5568  
MAILING ADDRESS: 21 Prairie Path 820 Merrimon Av  
Asheville NC 28805 Asheville NC 28804

PERMIT SOUGHT/APPLICATION TO BE SUBMITTED: Conditional Zoning District

NAME OF INDIVIDUAL AGENT: Thomas Wolfe

NAME OF CONTRACTOR/CONSULTING FIRM: Saba Holding Group LLC

**AGENT CONTACT INFORMATION:**

EMAIL ADDRESS: twolfe3@gmail.com  
PHONE NUMBER: 828-712-6062  
MAILING ADDRESS: 5 Ravenscroft Dr #103  
Asheville NC 28801

We, the undersigned property owner(s) of the above noted property, do hereby authorize the individual or company listed above as the property owner's agent to act on his/her/their behalf and to take all actions necessary for the processing, issuance, and acceptance of the above-referenced permit or application. We hereby certify the above information submitted in this application is true and accurate to the best of our knowledge.

Margaret S. Ottoly  
Property Owner Signature

\_\_\_\_\_  
Property Owner Signature

Date: 2-20-19

Date: \_\_\_\_\_

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** Monday, April 15, 2019  
**Subject:** Planning Department Report for the First Quarter of 2019  
**Presenter:** Planning Director  
**Attachments:** Planning Department Report – Q1 2019

**Description:**

Attached you will find a report reflective of permits issued in January, February and March 2019 and a description of Planning and Zoning Board and Zoning Board of Adjustment activity during the same timeframe.

Additionally you will find an ordinance reflective of a recent zoning text amendment enacted by Buncombe County which permits with special requirements (our permitted with standards) the placement of HUD labeled manufactured homes within the County's R-1, R-2 and BDM zoning districts. Manufactured homes are now permitted by right within the County's R-LD, R-3, EMP and OU zoning districts and permitted with special requirements within the aforementioned R-1, R-2 and BDM districts. As illustrated by the attached GIS map, manufactured homes with HUD labels are now permitted in some fashion on a vast majority of properties along the periphery of the Town which were formally housed within the Town's ETJ.

**Action Requested:**

None



## Planning Department Report – Q1, 2019

**Total Zoning Permits Issued: 33**

### Residential:

**Single family dwellings: 10      Internal upfit or accessory structure: 18**

**Multifamily dwellings: 0**

### Commercial:

**New Commercial: 0                      Internal upfit or accessory structure: 5**

**Sign Permits: 4 (Carolina Blinds, Great Clips, H&R Block, McDonalds)**

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### **Planning and Zoning Board Activity:**

**January:** The Board considered and offered a favorable recommendation to Town Council related to the method via which certain multifamily residential uses are permitted; The Board considered and offered a favorable recommendation to Town Council on an initial zoning of R-2 for a project on Wheeler Road which Town Council was considering for annexation.

**February:** The Planning and Zoning Board participated in a joint meeting with Town Council related to the desired role of the Board and the update of the Town's comprehensive land use plan.

**March:** The Board considered and offered a favorable recommendation to Town Council related to a proposed rezoning from C-2 to R-3 of five parcels of land located adjacent to Red Cole Drive; The Board conducted a conversation which continued to the April meeting of the Board related to a proposed conditional zoning district at 37 Brown Street.

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### **Zoning Board of Adjustment Activity:**

**January:** The Board considered an application for an amendment to an existing special use permit which governs the property at 140 Weaver Boulevard where Ingles is located. The Board found in favor of the application which called for the enclosure of the garden center for an additional commercial tenant permitted within the underlying C-2 Zoning District.

ORDINANCE NO. 19-04-07

ORDINANCE AMENDING CHAPTER 78, ARTICLE VI OF THE BUNCOMBE COUNTY CODE OF ORDINANCES,  
THE ZONING ORDINANCE OF BUNCOMBE COUNTY

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- WHEREAS, pursuant to N.C. Gen. Stat. §153A-340, the County may adopt a zoning ordinance to regulate development within its territorial jurisdiction;
- WHEREAS, on December 1, 2009, the Buncombe County Commissioners enacted Buncombe County Ordinance No. 09-12-01 which established a comprehensive zoning plan for the properties located in Buncombe County outside of the boundaries of incorporated municipalities and their zoning jurisdictions;
- WHEREAS, pursuant to N.C. Gen. Stat. §153A-323, the County may amend its zoning ordinance after giving proper public notice and holding a public hearing;
- WHEREAS, the Buncombe County Board of Commissioners has initiated an amendment to the Zoning Ordinance of Buncombe County, North Carolina to permit the placement of manufactured homes, with standards, in the R-1 Residential, R-2 Residential, and Beaverdam Zoning Districts (ZPH2018-00048).
- WHEREAS, in accordance with the procedures set forth in the Buncombe County Zoning Ordinance, the Planning Board met to consider the proposed amendments and has recommended in a 6-2 vote on January 28, 2019, that the proposed amendments are consistent with the Buncombe County Comprehensive Land Use Plan and updates thereto, and are reasonable and in the public interest, and further recommended that the Board of Commissioners adopt the proposed amendments;
- WHEREAS, this Board has reviewed these written recommendations of the Buncombe County Planning Board; and
- WHEREAS, in accordance with North Carolina General Statutes and with the provisions set forth in Division 8 of Chapter 78, Article VI of the Buncombe County Code of Ordinances , the Board of Commissioners duly advertised and held a public hearing to consider the proposed amendment.

NOW, THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

- Section 1. This Board hereby finds and concludes as follows pertaining to the requested amendment to the Zoning Ordinance:
- a. Pursuant to N.C. Gen. Stat. §153A-340(b)(1) the Buncombe County Board of Commissioners hereby approves and adopts the following Plan Consistency Statement for amendments to the text of the Zoning Ordinance of Buncombe

County, North Carolina, to allow manufactured homes on individual lots in the R-1 Residential, R-2 Residential, and BDM Beaverdam Zoning Districts. The board finds the following:

- b. The proposed amendments (ZPH2018-00048) are consistent with the *Buncombe County Comprehensive Land Use Plan, 2013 Update* (adopted September 12, 2013), *Section 5: Other Planning Efforts*. Pages 49 through 52, and *Section 6: Issues and Recommendations*. Page 75. Specifically, the proposed amendments expand housing choice options and create new potential for affordable housing, promotes home ownership while also supporting quality rental development, ensures the availability of a diverse housing stock, and allows manufactured homes to be placed in a more flexible way while respecting the character of neighborhoods.
- c. The proposed amendment(s) would not be detrimental to the owners, adjacent neighbors, and surrounding community as it meets a number of goals as identified in the Buncombe County Comprehensive Land Use Plan Update. Therefore, the text amendments would be reasonable and in the public interest.

Section 2. That this Board does hereby approve the proposed text amendments to permit the placement of manufactured homes, with standards, in the R-1 Residential, R-2 Residential, and Beaverdam Zoning Districts(ZPH2018-00048), which amendments are depicted in Exhibit A, which is attached hereto and made a part hereof;

Section 3. That the Zoning Administrator is hereby authorized to amend the Zoning Ordinance of Buncombe County to reflect said change as set forth in Section 2 of this Ordinance;

Section 4. That if any section, subsection, clause or phrase of this ordinance is, for any reason, held to be invalid, such decision shall not affect the validity of the remaining portions of this ordinance;

Section 5. That all ordinances and clauses of ordinances in conflict herewith be and are hereby repealed to the extent of such conflict; and

Section 6. This ordinance is effective upon adoption.

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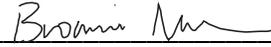
Read, approved and adopted this the 2<sup>nd</sup> day of April, 2019.

ATTEST

BOARD OF COMMISSIONERS FOR THE  
COUNTY OF BUNCOMBE

  
\_\_\_\_\_

Lamar Joyner, Clerk

BY   
\_\_\_\_\_

Brownie Newman, Chairman

APPROVED AS TO FORM

  
\_\_\_\_\_

County Attorney

EXHIBIT A: APPROVED AMENDMENTS

NOTE: APPROVED, NEW TEXT IS UNDERLINED.

**Chapter 78, Code of Ordinances, Buncombe County  
The Zoning Ordinance of Buncombe County**

**Sec. 78-581. Definitions.**

Manufactured home, HUD-labeled means a manufactured home bearing the manufacturer’s label certifying that the home has been inspected in accordance with the requirements of the U.S. Department of Housing and Urban Development and is constructed in conformance with the Federal Manufactured Home Construction and Safety Standards in effect on the date of manufacture. The Certification Label (also known as a “HUD tag”) is a metal plate that is affixed to the outside of the manufactured home. Title 24 Code of Federal Regulations § 3280.11(b) states, “The label shall be approximately 2 in. by 4 in. in size and shall be permanently attached to the manufactured home by means of 4 blind rivets, drive screws, or other means that render it difficult to remove without defacing it. It shall be etched on 0.32 in. thick aluminum plate. The label number shall be etched or stamped with a 3 letter designation which identifies the production inspection primary inspection agency and which the Secretary shall assign. Each label shall be marked with a 6 digit number which the label supplier shall furnish...” All manufactured homes built after June 15, 1976 are required to have one or more label(s) attached to them.

Skirting, manufactured home means a solid, opaque, continuous and unbroken, non-structural enclosure of a foundation crawl space, attached to the structure and extending from the bottom of the structure to the ground. The term “skirting” is synonymous with the term “underpinning.”

**Sec. 78-641. Permitted uses.**

(a) *Permitted use table.* Uses are permitted in the various zoning districts pursuant to Table 1.

<b>Table 1 – Permitted Use Table</b>												
<b>Uses</b>	<b>P = Permitted</b> <b>C = Allowed as Conditional Use</b> <b>SR = Permitted with Special Requirements</b> <b>Blank Space = Not Permitted</b>											
	<b>R-LD</b>	<b>R-1</b>	<b>R-2</b>	<b>R-3</b>	<b>NS</b>	<b>CS</b>	<b>EMP</b>	<b>PS</b>	<b>CR</b>	<b>AI</b>	<b>BDM</b>	<b>OU</b>
HUD-labeled manufactured homes- Residential	P	<u>SR</u>	<u>SR</u>	P			P				<u>SR</u>	P

**Sec. 78-642. Dimensional requirements.**

Footnote 5--The dimensional requirements for HUD-labeled manufactured homes (not including manufactured homes in manufactured home parks) are further described in section 78-678(b)(5).

Footnote ~~65~~--*The Minimum Lot Size Requirements listed in Table 2 above shall not apply to lots created for the provision of infrastructure and/or utilities only; cemetery lots or burial plots; or lots to be permanently dedicated as open space or common area.*

Footnotes ~~76--98~~: *Applicable to Beaverdam Low-Density Residential District (BDM) Only*

*Et seq.*

Footnote ~~76~~--Beaverdam Only Development standards:

*Et seq.*

Footnote ~~87~~--Beaverdam Only

*Et seq.*

Footnote ~~98~~--Beaverdam Only

*Et seq.*

**Sec. 78-644. Steep Slope/High Elevation Overlay District**

*Et seq.*

(c) *Permitted uses.* Uses are permitted in the High Elevation/Steep Slope Overlay District pursuant to the following table. All uses not listed are not allowed.

(d) *Conditional uses.* All conditional uses shall be administered in accordance with Division VI of this chapter.

(e) *Special Requirements.* Uses are permitted in the High Elevation/Steep Slope Overlay District pursuant to Sec. 78-678. All uses not listed are not allowed.

Steep Slope/High Elevation Overlay Permitted Use Table												
Uses	<b>P = Permitted</b> <b>C = Allowed as Conditional Use</b> <b>SR = Permitted with Special Requirements</b> <b>Blank Space = Not Permitted</b>											
	R-LD	R-1	R-2	R-3	NS	CS	EMP	PS	CR	AI	BDM	OU
HUD-labeled manufactured homes-Residential	P	<u>SR</u>	<u>SR</u>	P			P				<u>SR</u>	P

**Sec. 78-645. Protected Ridge Overlay District**

*Et seq.*

(c) *Permitted uses.* Uses are permitted in the Protected Ridge Overlay District pursuant to the following table. All uses not listed are not allowed.

(d) *Conditional uses.* All conditional uses shall be administered in accordance with Division VI of this chapter.

(e) *Special Requirements.* Uses are permitted in the Protected Ridge Overlay District pursuant to Sec. 78-678. All uses not listed are not allowed.

Protected Ridge Overlay Permitted Use Table												
Uses	<b>P = Permitted</b> <b>C = Allowed as Conditional Use</b> <b>SR = Permitted with Special Requirements</b> <b>Blank Space = Not Permitted</b>											
	R-LD	R-1	R-2	R-3	NS	CS	EMP	PS	CR	AI	BDM	OU
HUD-labeled manufactured homes-Residential	P	<u>SR</u>	<u>SR</u>	P			P				<u>SR</u>	P

**Sec. 78-678. Uses by right subject to special requirements and conditional use standards.**

(a) *Uses by right, subject to special requirements (SR).* Uses by right, subject to special requirements (SR) are uses permitted by right, provided that the specific standards set forth in this section are met. The specified standards are intended to ensure these uses fit the intent of the districts within which they are permitted, and that these uses are compatible with other development permitted within the specified zoning districts.

*Et seq.*

(5) HUD-Labeled Manufactured Homes-Residential. Standards for HUD-Labeled Manufactured Homes in the R-1, R-2 and BDM zoning districts (not including manufactured homes in manufactured home parks) shall be as follows:

- a. The standards set forth herein shall apply to manufactured homes which meet the following criteria:
  1. Manufactured homes which are renovated at a cost which exceeds 50% of the market value of the structure; and,
  2. Manufactured homes which are replaced in their entirety on pre-existing manufactured home lots or spaces; and,
  3. Manufactured homes which are placed upon existing and newly created vacant lots or spaces.
  4. “Market value” shall be determined by the Administrator based upon the most recent tax assessment, appraisal, or actual sale value.
- b. Standards:
  1. Skirting:
    - (a) Manufactured housing shall include skirting.
    - (b) Permissible skirting materials shall be limited to stone, brick, or architectural or rusticated block. Other materials may be permitted by the Administrator on a case-by-case basis.
    - (c) Wood, vinyl, metal, and foam skirting is prohibited, except that such materials may be permitted on a case-by-case basis in order to comply with Buncombe County Code, Chapter 34, Article II. Flood Damage Prevention Ordinance.
    - (d) Skirting may include openings for dryer vents and combustion air inlets, and openings for the purposes of access and ventilation. Such openings shall be covered for their full height and width with a perforated corrosion and weather-resistant covering that is designed to prevent the entry of rodents.
    - (e) Skirting and vents shall comply with all applicable requirements of North Carolina Building Code and Buncombe County Code, Chapter 34, Article II. Flood Damage Prevention Ordinance.

2. Foundations:

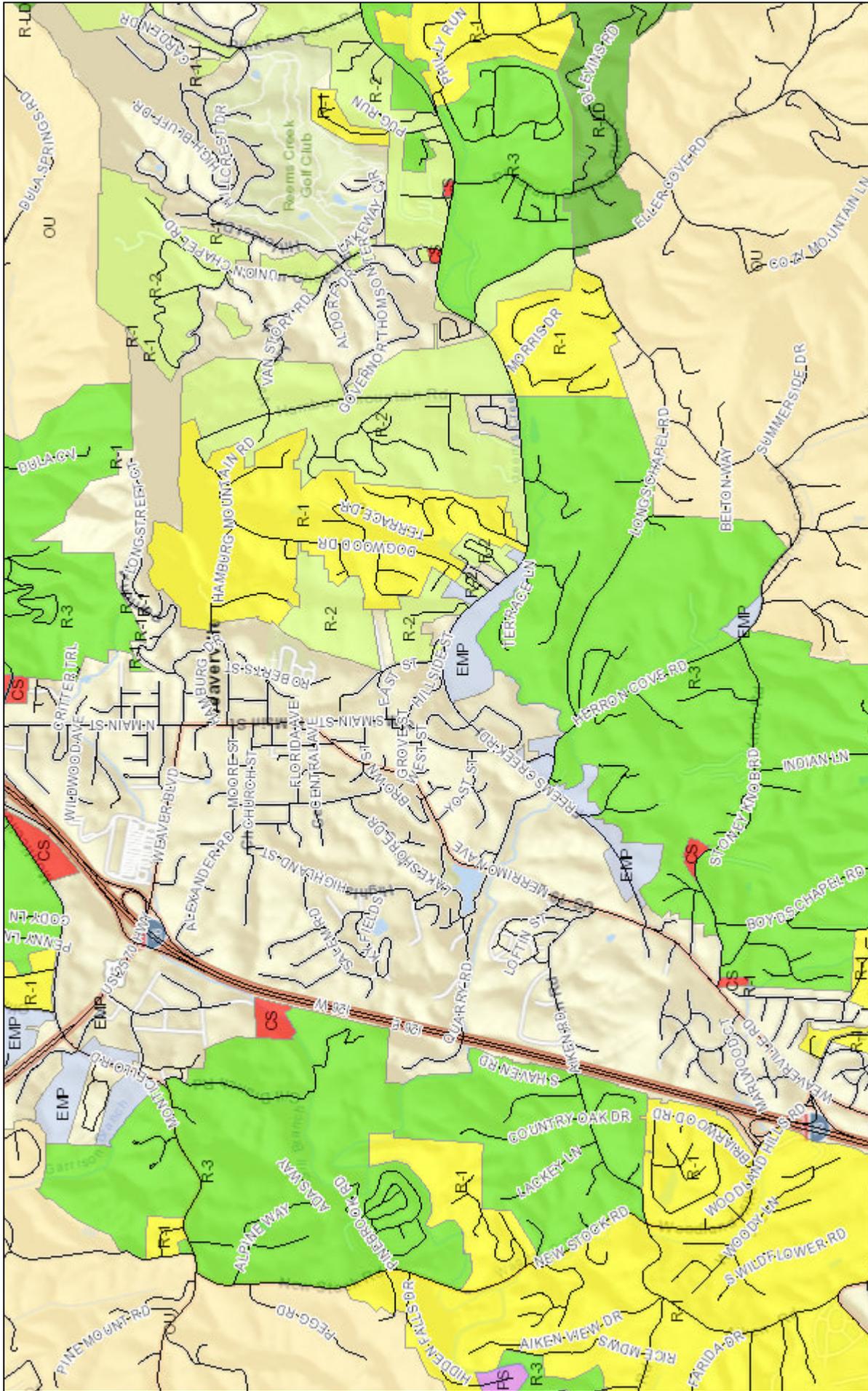
- (a) Manufactured homes shall be placed upon permanent foundations.
- (b) Wheels, tongues, and motor vehicular signals shall be removed.

3. Dimensional Requirements:

- (a) Except as otherwise provided below, manufactured homes and manufactured home spaces shall conform to the dimensional requirements of the district in which the development is located as shown in section 78-642, Table 2. Dimensional Requirements, and the subsequent footnotes thereof.
- (b) Manufactured homes in the aforementioned zoning districts shall be multi-sectional ("double-wide," "triple-wide," et seq.). Single sectional ("single-wide") manufactured homes are prohibited.

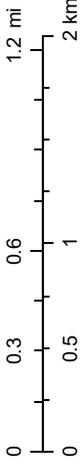
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# Buncombe County



April 9, 2019

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Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand),

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** April 15, 2019  
**Subject:** Departmental Quarterly Report: Finance  
**Presenter:** Town Finance Director  
**Attachments:** Quarterly Report – 3<sup>rd</sup> Quarter FY 2019

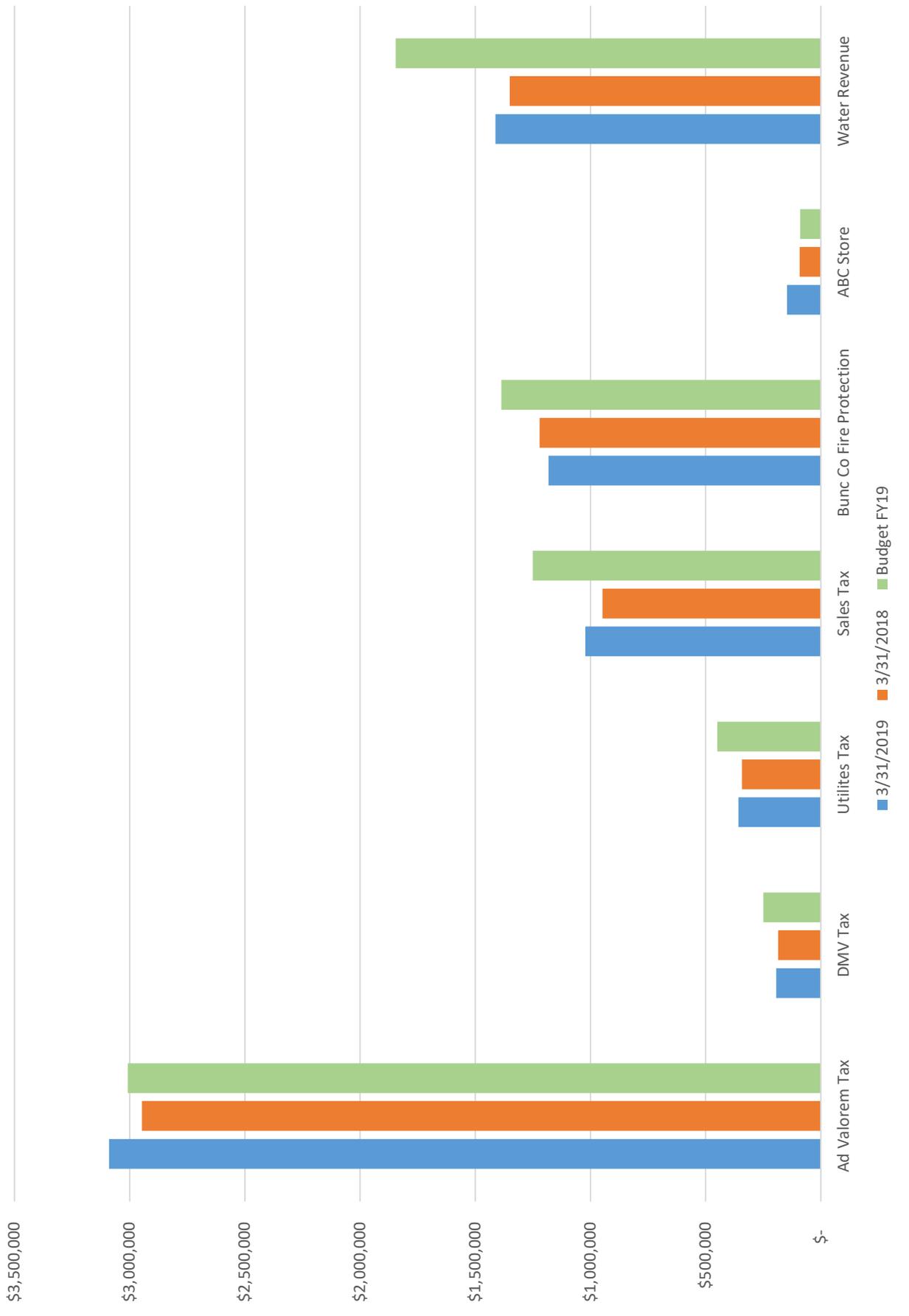
**Description:**

Attached please find the quarterly report, with charts summarizing Revenues and Expenditures as of 3/31/19.

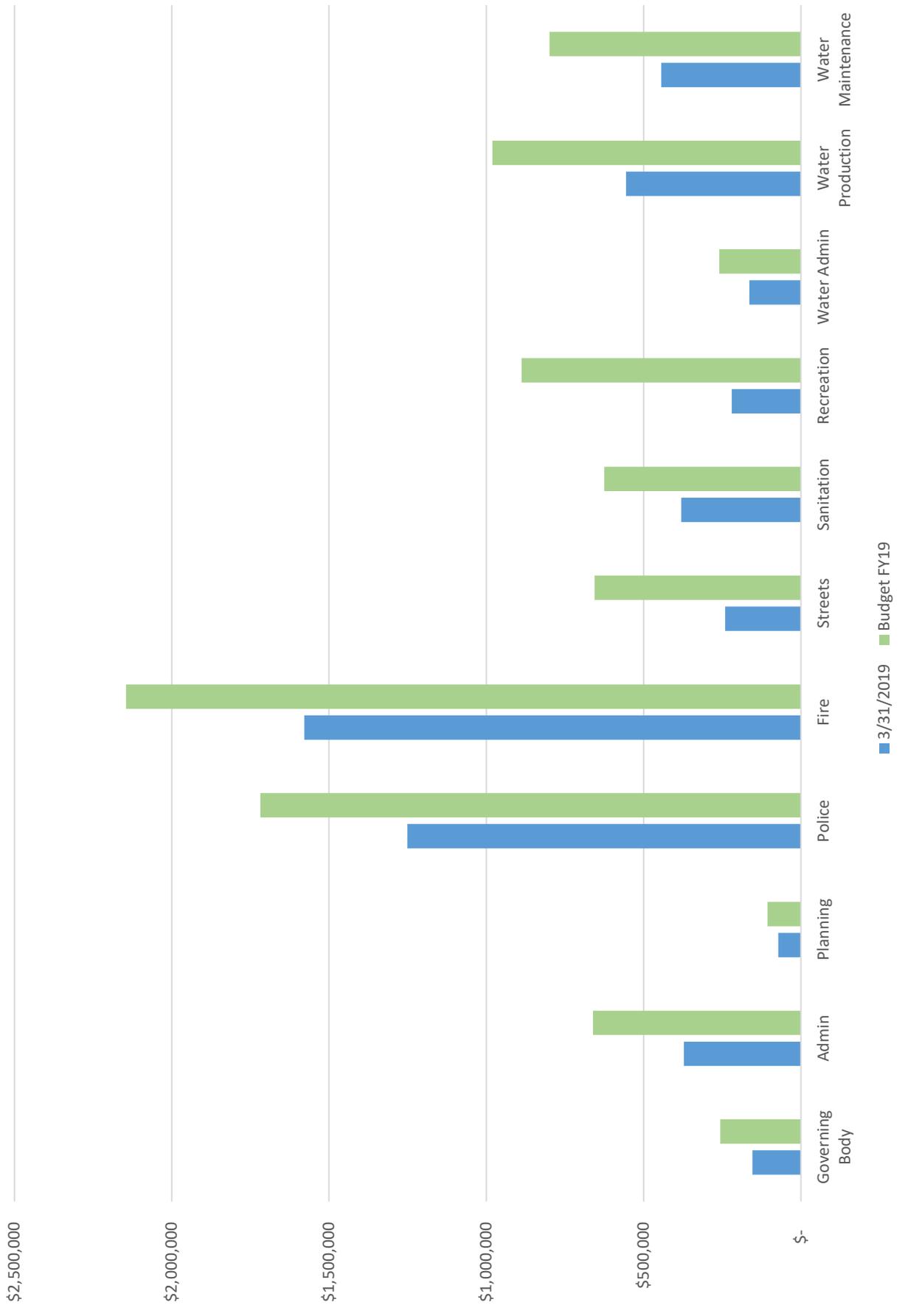
**Council Action Requested:**

No action requested.

# Revenues



## Expenditures by Department



**TOWN OF WEAVERVILLE**  
**REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2018-2019

01/01/2019 TO 03/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
<b>REVENUE:</b>				
010-004-300-04010 PRIOR YEAR TAX REVEI	7.09	18.35	2,500.00	99
010-004-300-04012 PRIOR YEAR INTEREST	0.00	0.00	200.00	100
010-004-300-04020 AD VALOREM TAX REV	850,916.53	3,089,530.11	3,008,164.00	-3
010-004-300-04025 DMV TAX REVENUE	59,679.10	193,699.63	250,000.00	23
010-004-300-04030 TAX PENALTIES & INTE	4,415.22	5,507.49	4,000.00	-38
010-004-300-05010 UTILITIES TAX	119,460.92	358,253.22	450,000.00	20
010-004-300-05040 BEER & WINE TAX	0.00	330.00	16,000.00	98
010-004-300-05050 POWELL BILL DISTRIBU	0.00	104,951.92	106,000.00	1
010-004-300-05060 LOCAL GOVT SALES TA	361,862.48	1,021,965.43	1,250,000.00	18
010-004-300-06010 BUN CNTY FIRE PROTEC	387,352.84	1,181,696.90	1,387,000.00	15
010-004-300-06040 ABC STORE DISTRIBUTI	83,584.90	134,747.51	90,000.00	-50
010-004-300-06045 ABC STORE - ALCOHOL	3,050.94	7,026.95	8,419.43	17
010-004-300-06050 ABC STORE - POLICE DE	2,179.25	5,019.26	8,614.75	42
010-004-300-07060 FIRE DEPT GRANTS	0.00	455.38	455.38	0
010-004-300-09015 CELL TOWER REVENUE	0.00	16,416.30	16,000.00	-3
010-004-300-09019 STATE DISTRIBUTION -	0.00	1,328.13	1,328.13	0
010-004-300-09020 MISCELLANEOUS REVE	5,849.07	9,183.64	7,500.00	-22
010-004-300-09026 CONTRIBUTIONS FIRE L	150.00	290.00	240.00	-21
010-004-300-09028 COPS FOR KIDS	70.00	23,014.50	29,769.05	23
010-004-300-09030 INTEREST EARNED	271.23	51,385.09	84,000.00	39
010-004-300-09031 INTEREST EARNED POW	0.00	1,357.63	300.00	-353
010-004-300-09040 PLANNING & ZONING FI	4,496.00	14,175.15	25,000.00	43
010-004-300-09045 FIRE INSPECTION FEES	500.00	700.00	300.00	-133
010-004-300-09050 SALE OF PROPERTY	0.00	12,830.02	5,000.00	-157
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	824,774.34	100
030-004-300-08010 WATER REVENUE	447,404.67	1,412,811.04	1,845,000.00	23
030-004-300-08020 MISCELLANEOUS REVE	3,377.75	10,094.40	17,000.00	41
030-004-300-08030 WATER TAPS	9,975.00	28,725.00	35,000.00	18
030-004-300-08040 SYSTEM DEVELOPME	85,932.00	178,212.00	130,000.00	-37
030-004-300-08060 FEES FOR MSD COLLEC	9,679.20	37,051.96	50,000.00	26
030-004-300-09030 INTEREST EARNED	0.00	0.00	38,000.00	100
030-004-310-09900 APPROPRIATED FUND B	0.00	0.00	144,128.00	100
<b>TOTAL REVENUE</b>	<b>2,440,214.19</b>	<b>7,900,777.01</b>	<b>9,834,693.08</b>	<b>20</b>
<b>AFTER TRANSFERS</b>	<b>2,440,214.19</b>	<b>7,900,777.01</b>	<b>9,834,693.08</b>	

**411 GOVERNING BODY**

<b>EXPENDITURE:</b>				
010-410-411-12100 SALARIES & WAGES	20,953.84	58,553.78	78,814.00	26
010-410-411-18100 FICA	1,603.06	4,479.59	6,029.00	26
010-410-411-18200 RETIREMENT	1,281.00	3,501.40	4,679.00	25
010-410-411-18500 EMPLOYEE INCENTIVE	0.00	0.00	10,000.00	100
010-410-411-19000 PROFESSIONAL SERVIC	3,917.08	36,566.58	46,700.00	22
010-410-411-26000 SUPPLIES / MATERIALS	216.96	453.70	1,000.00	55

**TOWN OF WEAVERVILLE**  
**REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2018-2019

01/01/2019 TO 03/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-411-28000 CONSERVATION BOAR	0.00	0.00	1,500.00	100
010-410-411-31000 TRAVEL & TRAINING	0.00	24.75	7,700.00	100
010-410-411-32500 POSTAGE	0.00	0.00	500.00	100
010-410-411-35100 BUILDING REPAIR / MAI	3,089.68	7,256.58	8,000.00	9
010-410-411-39100 ADVERTISING	900.96	1,252.08	2,000.00	37
010-410-411-39200 NEWS LETTERS	666.50	666.50	1,600.00	58
010-410-411-39300 PRINTING	0.00	400.00	1,000.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	325.00	393.88	200.00	-97
010-410-411-39510 COMMUNITY PROMOTIO	10,319.97	40,694.73	65,500.00	38
010-410-411-40450 INSURANCE	0.00	329.09	600.00	45
010-410-411-50100 SMALL EQUIPMENT	0.00	0.00	2,000.00	100
010-410-411-50500 CAPITAL EQUIPMENT	0.00	0.00	18,940.00	100
TOTAL EXPENDITURE	<u>43,274.05</u>	<u>154,572.66</u>	<u>256,762.00</u>	<u>40</u>
BEFORE TRANSFERS	<u>-43,274.05</u>	<u>-154,572.66</u>	<u>-256,762.00</u>	
AFTER TRANSFERS	<u>-43,274.05</u>	<u>-154,572.66</u>	<u>-256,762.00</u>	

**412 ADMINISTRATION**

EXPENDITURE:

010-410-412-12100 SALARIES & WAGES	77,996.07	227,584.79	317,697.00	28
010-410-412-18100 FICA	5,846.20	16,984.37	24,304.00	30
010-410-412-18200 RETIREMENT	6,140.82	18,003.29	25,193.00	29
010-410-412-18210 401-K MATCH	4,157.51	12,345.96	19,062.00	35
010-410-412-18300 HEALTH INSURANCE	5,546.27	19,962.51	40,506.00	51
010-410-412-18400 RETIREE HEALTH INSUR	0.00	3,340.42	7,337.00	54
010-410-412-19000 PROFESSIONAL SERVICE	6,450.85	18,012.53	64,820.00	72
010-410-412-25000 VEHICLE SUPPLIES	59.00	165.45	1,000.00	83
010-410-412-26000 SUPPLIES / MATERIALS	2,116.26	11,919.66	13,000.00	8
010-410-412-31000 TRAVEL & TRAINING	2,743.44	5,255.98	15,000.00	65
010-410-412-32100 TELEPHONE	4,363.36	10,947.30	12,765.00	14
010-410-412-32500 POSTAGE	417.98	2,600.96	3,000.00	13
010-410-412-33100 UTILITIES	1,568.16	3,511.39	5,000.00	30
010-410-412-35100 BUILDING REPAIR / MAI	1,362.06	3,090.80	20,000.00	85
010-410-412-35200 EQUIPMENT MAINTENANCE	625.82	2,337.08	6,000.00	61
010-410-412-35300 VEHICLE MAINTENANCE	0.00	0.00	1,000.00	100
010-410-412-39100 ADVERTISING	0.00	0.00	1,000.00	100
010-410-412-39500 DUES & SUBSCRIPTIONS	220.00	562.50	2,000.00	72
010-410-412-39600 BANK SERVICE CHARGES	883.42	4,182.85	6,600.00	37
010-410-412-39650 BANK CARD FEES	0.00	0.00	500.00	100
010-410-412-39800 ESC REIMBURSEMENT	0.00	1,136.76	8,000.00	86
010-410-412-40450 INSURANCE	500.00	7,261.34	7,500.00	3
010-410-412-50100 SMALL EQUIPMENT	712.74	3,239.48	7,000.00	54
010-410-412-50500 CAPITAL EQUIPMENT	0.00	0.00	53,000.00	100
TOTAL EXPENDITURE	<u>121,709.96</u>	<u>372,445.42</u>	<u>661,284.00</u>	<u>44</u>

**TOWN OF WEAVERVILLE**  
**REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT**

FY 2018-2019

01/01/2019 TO 03/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
BEFORE TRANSFERS	-121,709.96	-372,445.42	-661,284.00	
AFTER TRANSFERS	-121,709.96	-372,445.42	-661,284.00	
<b>413 PLANNING</b>				
EXPENDITURE:				
010-410-413-12100 SALARIES & WAGES	17,699.64	50,091.68	65,670.00	24
010-410-413-18100 FICA	1,359.68	3,847.82	5,024.00	23
010-410-413-18200 RETIREMENT	1,403.58	3,972.26	5,208.00	24
010-410-413-18210 401-K MATCH	1,061.97	3,005.49	3,940.00	24
010-410-413-18300 HEALTH INSURANCE	1,657.80	4,969.88	7,237.00	31
010-410-413-19000 PROFESSIONAL SERVIC	863.97	1,640.08	3,000.00	45
010-410-413-25000 VEHICLE SUPPLIES	19.91	145.04	500.00	71
010-410-413-26000 SUPPLIES / MATERIALS	10.50	759.70	1,000.00	24
010-410-413-31000 TRAVEL & TRAINING	0.00	620.02	2,500.00	75
010-410-413-32100 TELEPHONE	1,265.39	2,150.45	2,170.00	1
010-410-413-32500 POSTAGE	201.00	201.00	3,000.00	93
010-410-413-35200 EQUIPMENT MAINTENA	0.00	0.00	500.00	100
010-410-413-35300 VEHICLE MAINTENANC	0.00	66.45	500.00	87
010-410-413-39100 ADVERTISING	0.00	256.18	3,000.00	91
010-410-413-40450 INSURANCE	0.00	409.65	500.00	18
010-410-413-50100 SMALL EQUIPMENT	0.00	0.00	3,000.00	100
TOTAL EXPENDITURE	25,543.44	72,135.70	106,749.00	32
BEFORE TRANSFERS	-25,543.44	-72,135.70	-106,749.00	
AFTER TRANSFERS	-25,543.44	-72,135.70	-106,749.00	
<b>431 POLICE</b>				
EXPENDITURE:				
010-430-431-12100 SALARIES & WAGES	252,623.00	663,388.38	873,018.22	24
010-430-431-12500 SEPARATION ALLOWAN	16,102.30	38,325.15	52,131.86	26
010-430-431-18100 FICA	19,627.58	50,991.13	70,774.19	28
010-430-431-18200 RETIREMENT	21,145.30	55,826.08	74,206.29	25
010-430-431-18210 401-K MATCH	11,304.14	33,189.28	52,380.91	37
010-430-431-18300 HEALTH INSURANCE	28,142.76	85,212.41	145,427.00	41
010-430-431-18400 RETIREE HEALTH INSUI	3,096.96	9,290.88	14,061.00	34
010-430-431-19000 PROFESSIONAL SERVIC	6,916.57	34,491.69	44,000.00	22
010-430-431-25000 VEHICLE SUPPLIES	6,755.65	23,360.80	43,149.93	46
010-430-431-26000 SUPPLIES / MATERIALS	2,563.30	4,266.78	6,600.00	35
010-430-431-26200 CRIME PREVENTION	318.95	318.95	2,500.00	87
010-430-431-26250 DRUG EDUCATION & PR	0.00	0.00	38.13	100
010-430-431-26400 ALCOHOL EDUCATION ,	277.61	421.24	8,419.43	95
010-430-431-26450 ABC LAW ENFORCEMEN	1,487.50	1,487.50	8,614.75	83
010-430-431-26608 COPS FOR KIDS	3,338.88	24,552.09	29,769.05	18
010-430-431-26900 UNIFORMS	3,417.29	9,112.29	11,500.00	21

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010-430-431-31000 TRAVEL & TRAINING	1,494.90	4,519.23	4,500.00	0
010-430-431-32100 TELEPHONE	6,916.97	14,255.74	16,540.00	14
010-430-431-32500 POSTAGE	22.09	75.96	350.00	78
010-430-431-33100 UTILITIES	1,480.71	3,433.32	4,800.00	28
010-430-431-35100 BUILDING REPAIR / MAI	734.00	1,599.81	5,500.00	71
010-430-431-35200 EQUIPMENT MAINTENA	851.52	1,826.29	2,600.00	30
010-430-431-35300 VEHICLE MAINTENANC	7,408.27	11,059.82	18,000.00	39
010-430-431-40450 INSURANCE	0.00	50,637.22	59,000.00	14
010-430-431-50100 SMALL EQUIPMENT	2,121.59	57,057.07	75,330.21	24
010-430-431-50500 CAPITAL EQUIPMENT	6,049.88	72,298.81	95,000.00	24
TOTAL EXPENDITURE	<u>404,197.72</u>	<u>1,250,997.92</u>	<u>1,718,210.97</u>	<u>27</u>
BEFORE TRANSFERS	<u>-404,197.72</u>	<u>-1,250,997.92</u>	<u>-1,718,210.97</u>	
AFTER TRANSFERS	<u>-404,197.72</u>	<u>-1,250,997.92</u>	<u>-1,718,210.97</u>	
<b>434 FIRE</b>				
EXPENDITURE:				
010-430-434-12100 SALARIES & WAGES	338,307.35	922,857.38	1,200,944.38	23
010-430-434-12110 OVERTIME	11,799.78	47,773.82	56,954.00	16
010-430-434-12800 RELIEF PAY	16,638.00	44,742.00	70,000.00	36
010-430-434-18100 FICA	26,644.14	73,694.22	101,549.00	27
010-430-434-18200 RETIREMENT	26,798.51	74,754.30	97,452.00	23
010-430-434-18210 401-K MATCH	15,748.41	42,475.19	72,029.00	41
010-430-434-18300 HEALTH INSURANCE	43,789.12	129,240.76	209,237.00	38
010-430-434-18400 RETIREE HEALTH INSUI	1,548.48	4,645.44	7,031.00	34
010-430-434-19000 PROFESSIONAL SERVIC	2,658.39	6,732.94	7,700.00	13
010-430-434-25000 VEHICLE SUPPLIES	4,798.08	19,319.45	18,000.00	-7
010-430-434-26000 SUPPLIES / MATERIALS	3,155.84	5,879.94	10,000.00	41
010-430-434-26100 MEDICAL VACINATION:	6,010.00	7,555.00	7,500.00	-1
010-430-434-26150 PREVENTATION SUPPLI	670.30	4,339.54	6,000.00	28
010-430-434-26260 MEDICAL EQUIP & SUPP	1,380.26	3,214.83	6,000.00	46
010-430-434-26600 CONTRIBUTORY EXPEN	0.00	0.00	594.15	100
010-430-434-26900 UNIFORMS	1,547.88	7,835.92	11,000.00	29
010-430-434-31000 TRAVEL & TRAINING	1,964.37	8,441.03	10,000.00	16
010-430-434-32100 TELEPHONE	6,892.91	15,944.24	20,635.00	23
010-430-434-33100 UTILITIES	4,523.17	10,039.88	15,000.00	33
010-430-434-35100 BUILDING REPAIR / MAI	8,986.92	12,008.83	15,000.00	20
010-430-434-35200 EQUIPMENT MAINTENA	6,465.55	9,365.15	20,000.00	53
010-430-434-35300 VEHICLE MAINTENANC	3,782.97	18,493.56	30,000.00	38
010-430-434-39500 DUES & SUBSCRIPTIONS	1,257.93	6,096.53	8,500.00	28
010-430-434-40450 INSURANCE	0.00	79,697.40	90,522.00	12
010-430-434-50100 SMALL EQUIPMENT	13,836.52	23,863.51	54,000.00	56
TOTAL EXPENDITURE	<u>549,204.88</u>	<u>1,579,010.86</u>	<u>2,145,647.53</u>	<u>26</u>
BEFORE TRANSFERS	<u>-549,204.88</u>	<u>-1,579,010.86</u>	<u>-2,145,647.53</u>	

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AFTER TRANSFERS	<u>-549,204.88</u>	<u>-1,579,010.86</u>	<u>-2,145,647.53</u>	
<b>451 STREETS</b>				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	37,766.96	112,080.36	151,557.00	26
010-450-451-18100 FICA	2,676.69	7,965.35	11,594.00	31
010-450-451-18200 RETIREMENT	2,994.94	8,888.00	12,018.00	26
010-450-451-18210 401-K MATCH	1,946.59	5,779.54	9,093.00	36
010-450-451-18300 HEALTH INSURANCE	4,970.97	17,709.49	20,310.00	13
010-450-451-19000 PROFESSIONAL SERVIC	350.98	3,470.83	5,400.00	36
010-450-451-19500 CONTRACT LABOR	4,224.00	4,224.00	25,600.00	84
010-450-451-19900 CONTRACT WORK	0.00	0.00	30,500.00	100
010-450-451-25000 VEHICLE SUPPLIES	720.29	3,619.24	7,000.00	48
010-450-451-26000 SUPPLIES / MATERIALS	3,804.28	14,036.67	27,000.00	48
010-450-451-26500 SAFETY MATERIALS	384.32	1,129.39	2,300.00	51
010-450-451-26900 UNIFORMS	749.85	847.20	1,600.00	47
010-450-451-31000 TRAVEL & TRAINING	0.00	0.00	2,500.00	100
010-450-451-32100 TELEPHONE	1,095.66	1,960.26	4,615.00	58
010-450-451-33100 UTILITIES	15,421.31	34,663.04	58,000.00	40
010-450-451-35100 BUILDING REPAIR / MAI	285.00	1,588.90	2,200.00	28
010-450-451-35200 EQUIPMENT MAINTENA	77.50	4,167.41	4,200.00	1
010-450-451-35300 VEHICLE MAINTENANC	370.65	2,273.11	2,900.00	22
010-450-451-40450 INSURANCE	0.00	7,822.30	9,900.00	21
010-450-451-50100 SMALL EQUIPMENT	0.00	0.00	2,400.00	100
010-450-451-50300 CAPITAL IMPROVEMEN	5,850.00	8,452.50	257,900.00	97
010-450-451-50500 CAPITAL EQUIPMENT	0.00	0.00	7,333.00	100
TOTAL EXPENDITURE	<u>83,689.99</u>	<u>240,677.59</u>	<u>655,920.00</u>	<u>63</u>
BEFORE TRANSFERS	<u>-83,689.99</u>	<u>-240,677.59</u>	<u>-655,920.00</u>	
AFTER TRANSFERS	<u>-83,689.99</u>	<u>-240,677.59</u>	<u>-655,920.00</u>	
<b>459 POWELL BILL</b>				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	2,356.53	6,853.52	8,816.00	22
010-450-459-18100 FICA	172.90	502.90	674.00	25
010-450-459-18200 RETIREMENT	186.87	543.49	699.00	22
010-450-459-18210 401-K MATCH	76.58	219.77	529.00	58
010-450-459-18300 HEALTH INSURANCE	199.92	708.03	1,422.00	50
010-450-459-19000 PROFESSIONAL SERVIC	0.00	0.00	4,000.00	100
010-450-459-19500 CONTRACT LABOR	0.00	0.00	1,000.00	100
010-450-459-19900 CONTRACT WORK	0.00	0.00	1,500.00	100
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	0.00	100,000.00	100
TOTAL EXPENDITURE	<u>2,992.80</u>	<u>8,827.71</u>	<u>118,640.00</u>	<u>93</u>
BEFORE TRANSFERS	<u>-2,992.80</u>	<u>-8,827.71</u>	<u>-118,640.00</u>	

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AFTER TRANSFERS	<u>-2,992.80</u>	<u>-8,827.71</u>	<u>-118,640.00</u>	
<b>471 SANITATION</b>				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	56,345.20	171,548.61	286,855.00	40
010-470-471-18100 FICA	4,111.17	12,414.37	21,944.00	43
010-470-471-18200 RETIREMENT	4,468.25	13,603.95	22,748.00	40
010-470-471-18210 401-K MATCH	2,583.57	7,494.20	17,211.00	56
010-470-471-18300 HEALTH INSURANCE	10,269.99	30,924.06	52,613.00	41
010-470-471-18400 RETIREE HEALTH INSUI	774.24	3,045.20	3,500.00	13
010-470-471-19000 PROFESSIONAL SERVIC	434.49	851.75	2,000.00	57
010-470-471-19500 CONTRACT LABOR	660.00	26,157.50	31,000.00	16
010-470-471-25000 VEHICLE SUPPLIES	4,332.38	14,751.09	19,000.00	22
010-470-471-26000 SUPPLIES / MATERIALS	4,000.32	3,529.50	8,500.00	58
010-470-471-26500 SAFETY MATERIALS	93.51	1,990.58	3,000.00	34
010-470-471-26900 UNIFORMS	1,499.70	2,636.24	4,600.00	43
010-470-471-33100 UTILITIES	1,817.34	3,586.20	4,000.00	10
010-470-471-35100 BUILDING REPAIR / MAI	475.20	590.20	2,300.00	74
010-470-471-35200 EQUIPMENT MAINTENA	1,396.49	3,783.99	10,500.00	64
010-470-471-35300 VEHICLE MAINTENANC	3,988.02	11,301.38	14,000.00	19
010-470-471-40100 TIPPING FEES	14,621.76	40,878.22	75,000.00	45
010-470-471-40450 INSURANCE	0.00	28,188.52	34,568.00	18
010-470-471-50100 SMALL EQUIPMENT	179.00	2,993.71	5,000.00	40
010-470-471-50500 CAPITAL EQUIPMENT	0.00	0.00	7,333.00	100
TOTAL EXPENDITURE	<u>112,050.63</u>	<u>380,269.27</u>	<u>625,672.00</u>	<u>39</u>
BEFORE TRANSFERS	<u>-112,050.63</u>	<u>-380,269.27</u>	<u>-625,672.00</u>	
AFTER TRANSFERS	<u>-112,050.63</u>	<u>-380,269.27</u>	<u>-625,672.00</u>	
<b>612 RECREATION</b>				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	29,746.14	89,443.02	115,952.00	23
010-600-612-18100 FICA	2,207.66	6,648.13	8,870.00	25
010-600-612-18200 RETIREMENT	2,358.90	7,092.97	9,195.00	23
010-600-612-18210 401-K MATCH	1,463.01	4,415.34	6,957.00	37
010-600-612-18300 HEALTH INSURANCE	4,067.91	12,741.22	10,178.00	-25
010-600-612-19000 PROFESSIONAL SERVIC	1,008.74	3,125.50	1,500.00	-108
010-600-612-19500 CONTRACT LABOR	0.00	0.00	29,000.00	100
010-600-612-19900 CONTRACT WORK	2,872.50	3,821.29	9,600.00	60
010-600-612-25000 VEHICLE SUPPLIES	88.80	1,165.79	3,000.00	61
010-600-612-26000 SUPPLIES / MATERIALS	7,904.35	12,243.94	20,600.00	41
010-600-612-26500 SAFETY MATERIALS	40.53	579.39	1,800.00	68
010-600-612-26900 UNIFORMS	599.88	697.23	1,600.00	56
010-600-612-33100 UTILITIES	2,987.60	7,756.01	12,500.00	38
010-600-612-35100 BUILDING REPAIR / MAI	0.00	85.00	1,200.00	93

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010-600-612-35200 EQUIPMENT MAINTENA	0.00	1,803.35	2,400.00	25
010-600-612-35300 VEHICLE MAINTENANC	30.00	41.27	1,300.00	97
010-600-612-40450 INSURANCE	0.00	4,403.24	4,500.00	2
010-600-612-50100 SMALL EQUIPMENT	0.00	732.93	1,800.00	59
010-600-612-50300 CAPITAL IMPROVEMEN	37,664.04	37,664.04	610,000.00	94
010-600-612-50500 CAPITAL EQUIPMENT	5,255.00	25,174.42	36,333.00	31
TOTAL EXPENDITURE	98,295.06	219,634.08	888,285.00	75
BEFORE TRANSFERS	-98,295.06	-219,634.08	-888,285.00	
AFTER TRANSFERS	-98,295.06	-219,634.08	-888,285.00	
<b>711 WATER ADMINISTRATION</b>				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	32,691.87	96,744.00	131,343.00	26
030-700-711-18100 FICA	2,482.39	7,317.03	10,048.00	27
030-700-711-18200 RETIREMENT	2,562.97	7,642.36	10,415.00	27
030-700-711-18210 401-K MATCH	1,708.68	5,091.96	7,881.00	35
030-700-711-18300 HEALTH INSURANCE	2,832.31	9,776.95	25,039.00	61
030-700-711-19000 PROFESSIONAL SERVIC	2,858.91	11,511.87	34,000.00	66
030-700-711-25000 VEHICLE SUPPLIES	116.56	477.41	2,000.00	76
030-700-711-26000 SUPPLIES / MATERIALS	220.65	1,266.48	3,500.00	64
030-700-711-26500 SAFETY MATERIALS	0.00	1,610.00	550.00	-193
030-700-711-26900 UNIFORMS	0.00	0.00	400.00	100
030-700-711-31000 TRAVEL & TRAINING	810.10	1,104.30	2,500.00	56
030-700-711-32100 TELEPHONE	1,777.63	4,037.78	5,775.00	30
030-700-711-32500 POSTAGE	3,636.95	7,325.18	12,000.00	39
030-700-711-35300 VEHICLE MAINTENANC	10.00	37.13	1,500.00	98
030-700-711-40450 INSURANCE	0.00	9,507.07	11,000.00	14
030-700-711-50100 SMALL EQUIPMENT	204.90	249.69	1,800.00	86
TOTAL EXPENDITURE	51,913.92	163,699.21	259,751.00	37
BEFORE TRANSFERS	-51,913.92	-163,699.21	-259,751.00	
AFTER TRANSFERS	-51,913.92	-163,699.21	-259,751.00	

**712 PRODUCTION**

EXPENDITURE:

030-700-712-12100 SALARIES & WAGES	73,434.25	208,125.01	290,576.00	28
030-700-712-18100 FICA	5,571.90	15,789.61	22,229.00	29
030-700-712-18200 RETIREMENT	5,823.34	16,412.10	23,043.00	29
030-700-712-18210 401-K MATCH	1,661.23	4,600.82	17,435.00	74
030-700-712-18300 HEALTH INSURANCE	8,679.66	26,539.39	40,837.00	35
030-700-712-18400 RETIREE HEALTH INSUI	2,322.72	7,690.64	10,531.00	27
030-700-712-19000 PROFESSIONAL SERVIC	5,008.46	17,408.27	21,000.00	17
030-700-712-19600 WATER TESTING / MAIN	2,668.47	6,116.86	13,000.00	53
030-700-712-19900 CONTRACT WORK	2,359.90	6,749.40	10,000.00	33

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030-700-712-20000 CHEMICALS	14,500.61	36,907.11	58,000.00	36
030-700-712-25000 VEHICLE SUPPLIES	529.73	2,946.83	5,500.00	46
030-700-712-26000 SUPPLIES / MATERIALS	1,295.78	6,738.32	11,500.00	41
030-700-712-26500 SAFETY MATERIALS	37.90	1,823.43	2,000.00	9
030-700-712-26900 UNIFORMS	666.40	2,211.46	2,300.00	4
030-700-712-27001 LAB SUPPLIES	5,714.26	11,269.80	18,000.00	37
030-700-712-31000 TRAVEL & TRAINING	1,763.35	4,434.39	7,000.00	37
030-700-712-32100 TELEPHONE	1,454.68	3,429.45	5,100.00	33
030-700-712-33100 UTILITIES	36,103.85	77,063.23	98,000.00	21
030-700-712-34000 SLUDGE REMOVAL	4,324.80	9,189.60	30,000.00	69
030-700-712-35100 BUILDING REPAIR / MAI	0.00	54,912.00	65,500.00	16
030-700-712-35200 EQUIPMENT MAINTENA	414.85	771.83	16,000.00	95
030-700-712-35300 VEHICLE MAINTENANC	70.95	207.94	3,500.00	94
030-700-712-40450 INSURANCE	0.00	9,507.07	11,500.00	17
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	0.00	44.79	3,800.00	99
030-700-712-50300 CAPITAL IMPROVEMEN	24,991.98	24,991.98	188,500.00	87
TOTAL EXPENDITURE	<u>199,399.07</u>	<u>555,881.33</u>	<u>980,851.00</u>	<u>43</u>

BEFORE TRANSFERS	<u>-199,399.07</u>	<u>-555,881.33</u>	<u>-980,851.00</u>
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AFTER TRANSFERS	<u>-199,399.07</u>	<u>-555,881.33</u>	<u>-980,851.00</u>
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**713 MAINTENANCE**

EXPENDITURE:

030-700-713-12100 SALARIES & WAGES	76,175.97	226,271.36	304,473.00	26
030-700-713-18100 FICA	5,416.74	16,140.13	23,292.00	31
030-700-713-18200 RETIREMENT	6,040.77	17,871.99	24,145.00	26
030-700-713-18210 401-K MATCH	2,195.30	6,462.00	18,268.00	65
030-700-713-18300 HEALTH INSURANCE	10,173.48	33,935.99	45,079.00	25
030-700-713-19000 PROFESSIONAL SERVIC	2,934.17	8,131.02	8,000.00	-2
030-700-713-19500 CONTRACT LABOR	0.00	0.00	3,000.00	100
030-700-713-19900 CONTRACT WORK	0.00	0.00	3,500.00	100
030-700-713-25000 VEHICLE SUPPLIES	1,661.34	6,066.56	9,900.00	39
030-700-713-26000 SUPPLIES / MATERIALS	6,281.67	27,009.82	44,000.00	39
030-700-713-26500 SAFETY MATERIALS	40.53	1,128.69	3,000.00	62
030-700-713-26900 UNIFORMS	1,199.76	1,394.46	3,500.00	60
030-700-713-31000 TRAVEL & TRAINING	0.00	470.00	3,800.00	88
030-700-713-32100 TELEPHONE	2,083.06	5,568.11	6,000.00	7
030-700-713-33100 UTILITIES	8,671.67	16,951.53	31,000.00	45
030-700-713-33300 UTILITIES FOR PUMP ST	541.25	0.00	0.00	0
030-700-713-33500 UTILITIES/BUILDING	-127.99	0.00	0.00	0
030-700-713-35100 BUILDING REPAIR / MAI	396.00	667.50	2,800.00	76
030-700-713-35200 EQUIPMENT MAINTENA	22.63	868.86	8,800.00	90
030-700-713-35300 VEHICLE MAINTENANC	1,150.51	3,247.66	6,900.00	53
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	440.00	1,200.00	63
030-700-713-40450 INSURANCE	0.00	9,507.07	11,000.00	14

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030-700-713-50100 SMALL EQUIPMENT	1,158.95	1,158.95	5,000.00	77
030-700-713-50300 CAPITAL IMPROVEMEN	0.00	42,602.50	183,600.00	77
030-700-713-50310 REPAIRS TO RESERVOIR	0.00	0.00	6,000.00	100
030-700-713-50320 WATER SYSTEM IMPRO	0.00	0.00	3,000.00	100
030-700-713-50500 CAPITAL EQUIPMENT	18,315.00	18,315.00	40,000.00	54
TOTAL EXPENDITURE	<u>144,330.81</u>	<u>444,209.20</u>	<u>799,257.00</u>	<u>44</u>
BEFORE TRANSFERS	<u>-144,330.81</u>	<u>-444,209.20</u>	<u>-799,257.00</u>	
AFTER TRANSFERS	<u>-144,330.81</u>	<u>-444,209.20</u>	<u>-799,257.00</u>	
<b>910 DEBT SERVICE</b>				
EXPENDITURE:				
010-910-910-91061 LOAN PAYMENT-FIRE T	0.00	53,540.72	53,541.00	0
010-910-910-91062 LOAN PAYMENT - FIRE T	0.00	74,707.48	74,707.00	0
010-910-910-91063 LOAN PAYMENT - FIRE T	0.00	125,627.05	250,145.00	50
030-910-910-60030 RESERVE FOR BOND PA	0.00	22,134.70	204,270.00	89
TOTAL EXPENDITURE	<u>0.00</u>	<u>276,009.95</u>	<u>582,663.00</u>	<u>53</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>-276,009.95</u>	<u>-582,663.00</u>	
AFTER TRANSFERS	<u>0.00</u>	<u>-276,009.95</u>	<u>-582,663.00</u>	
<b>999 OTHER FUNDING USES</b>				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	20,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	15,000.00	100
TOTAL EXPENDITURE	<u>0.00</u>	<u>0.00</u>	<u>35,000.00</u>	<u>100</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-35,000.00</u>	
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-35,000.00</u>	