

**TOWN OF WEAVERVILLE**

**AGENDA**

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

**January 27, 2020  
Regular Meeting at 7:00 pm**

	<i>Pg #</i>	<i>Presenter</i>
<b>1. Call to Order</b> .....		Mayor Root
<b>2. Approval/Adjustments to the Agenda</b> .....		Mayor Root
<b>3. Approval of Minutes</b> .....		Mayor Root
A. December 12, 2019 Joint Meeting of Town Council/Planning & Zoning Board Minutes ....	1	
B. December 16, 2019 Town Council Regular Meeting Minutes .....	5	
<b>4. General Public Comments</b> .....		Mayor Root
<b>5. Consent Agenda</b> .....		Town Manager
A. Tax Collector’s Monthly Report .....	9	
B. Tax Releases & Refunds .....	11	
C. Arbor Day Resolution .....	12	
D. Adoption of FY 2020-2021 Budget Calendar .....	14	
E. Set Public Hearing on Code Amendments-Technical Review Committee for Land Development for February 24, 2020 at 6:45pm .....	16	
F. Lake Louise Public Fishing Access Project .....	21	
G. Budget Amendment: Police Dept Cops for Kids & Pink Patch .....	31	
<b>6. Town Manager’s Report</b> .....	33	Town Manager
<b>7. Discussion &amp; Action Items</b>		
A. Community Center Project * .....	35	Town Manager
B. Waterline Extension Project * .....	40	Town Manager
C. Policies regarding Acceptance of Private Streets * .....	90	Town Mgr/Atty
D. Quarterly Report: Planning .....	107	Planning Director
E. Quarterly Report: Finance .....	110	Finance Director
<b>.8. Adjournment</b> .....		Mayor Root

\* 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.



## Town of Weaverville Minutes

### Special Called Joint Meeting of Town Council and Planning and Zoning Board Tuesday, December 12, 2019 – Town Hall

The Town Council and Planning and Zoning Board for the Town of Weaverville met for a Special Called Joint Meeting on Tuesday, December 12, 2019, at 6:00 p.m. in Council Chambers within Weaverville Town Hall at 30 South Main Street, Weaverville, North Carolina.

Council members present: Mayor Al Root, Vice Mayor/Councilmember Doug Jackson, Councilmembers Patrick Fitzsimmons and Andrew Nagle. Councilmembers Dottie Sherrill and Jeff McKenna were absent.

Planning and Zoning Board members present: Chairman Gary Burge, Vice Chairman Catherine Cordell, Board Members: Peter Stanz, John Chase and Steve Warren, Alternate Board Member Rachel Brunson. Alternate Member Tom Balestrieri was absent.

Staff present: Town Manager Selena Coffey, Town Attorney Jennifer Jackson, Town Planner James Eller, and Town Clerk Derek Huninghake

#### 1. Call to Order

*Mayor Root called the meeting to order on behalf of Town Council at 6:00pm.*

*Chairman Gary Burge called the meeting to order on behalf of the Planning and Zoning Board at 6:00pm.*

Mayor Root opened the meeting by noting that this Special Called Joint meeting is for Town Council to receive feedback from the Planning and Zoning Board on what they see as the top priorities and concerns in the Town, what their role is and how it can better serve Town Council and discuss the possibility of creating a new R-4 zoning district. Mayor Root mentioned that the approved 2020 Town Council meeting schedule includes a joint meeting every four months which will be beneficial for both boards to be on the same page.

#### 2. Discussion

Mr. Stanz commented that he doesn't feel they have done a lot of planning, but instead more reacting and would like them to have the power to do more planning. He also wonders how the P&Z Board could assist staff in getting more top priority items to the top of the list. He understands there is a balance between the volunteer board trying to help staff and not getting in the way. He has thought for a long time that mixed use was the number one priority, but believes it has been pushed back down the list to allow for affordable housing. He spoke with Town Manager Coffey about the community center project and if affordable housing is that important then why don't we talk with developers about giving them extra funds to help with affordable housing.

Vice Mayor Jackson noted that he would like the P&Z Board to look into issues that were developed on the strategic plan like mixed-use housing and provide input to Town Council on where they see trends going in five or ten years. He believes the board being involved in more long term strategic planning would be beneficial.

Mr. Burge agreed with Vice Mayor Jackson's suggestion and mentioned that the P&Z Board follows the priority list that they wanted to address like affordable housing and then next mixed use housing, when they aren't working on text amendments and zoning changes. He believes their main responsibility is to the Town citizens with regards to what Weaverville will be like in five or ten years, so as an advisory board he would like the ability to provide Town Council with input on issues that could be addressed by changes in zoning laws and subdivision regulations.

Councilmember Nagle wondered if there was a job description for the roles of the P&Z Board and if there were any limitations to what the board couldn't do. Town Attorney Jackson mentioned that at the last joint meeting they discussed what the law and ordinances allow the board to do and the duties assigned by Town Council through ordinances. She noted that there aren't any limitations to what the P&Z Board does as an advisory board. Town Planner Eller mentioned that state legislature allow Town Council to delegate the authority to approve subdivision plans to the P&Z Board, but that has not been done in Weaverville. Councilmember Nagle then noted that it would be a great idea to broaden the scope of responsibilities of the P&Z Board and not just for specific projects.

Mayor Root mentioned that at the end of the day the elected officials are the ones that will be held responsible for the decision, but the ability for the P&Z Board to offer their advice in a detailed way lets them see things that Town Council might not. He knows there are items that have to go before the P&Z Board before Town Council can do anything and believes that if there is a desire on the P&Z Board to go a different direction then Town Council wants to hear that feedback.

Mrs. Cordell mentioned that this was where the P&Z Board gets stuck, since Town Council does the future plan and gives them their list of top priorities. They look at their role as this is what Town Council wants, so they don't think they are able to come back to Council and tell them this doesn't work. Instead they look at the list and wonder how they can make it work. Mayor Root noted that in terms of prioritization, the difference between item one, two and three isn't that important.

Councilmember Fitzsimmons noted that they will always welcome recommendations since often they recognize the problem, but don't know the answer and look for the P&Z Board for some input.

Mr. Stanz mentioned that the top two priorities on the list are affordable housing and mixed use developments. It seems to him that affordable housing came to the P&Z Board from Town Council and they wonder how that is important to Weaverville and where it is coming from. As for mixed uses the P&Z Board brought that to Town Council, since there were places where developers told them they couldn't do that. But they aren't able to go back to the developer and tell them that they are able to do something else.

Councilmember Fitzsimmons noted that it comes from the fact that the average price of homes are higher in Weaverville than in Asheville and the average age is rising every year as well, since younger families can't afford to live here. For the future of the Town this won't work and we are trying to find a way for younger families to move to Weaverville.

Mrs. Cordell noted that they discovered that high density doesn't mean affordable housing, since they have allowed developments to be different than the standards were so they could have high density, but the homes were still around \$500,000. The original affordable housing was probably R-3, but that district allows manufactured homes which not everyone wants, but do we have a place for this to be. Also, they have approved more apartments recently, however they received an email about the apartment costs increasing 5% each year. She believes that it is nice that we are looking at affordable housing, but where we sit now we have done our best job of letting it come to us like Lillie Farm. The Town of Weaverville isn't able to manage affordable housing to make sure the owners live in the homes for 15 years and not sell to make a profit.

Councilmember Fitzsimmons mentioned that most of the affordable housing developments intend to be apartments opposed to housing developments, since we aren't able to require developers to build houses at a certain price. He noted that the Town doesn't have the ability to manage these sites, but wonders what we can do to partner with Mountain Housing Opportunities or Habitat for Humanity to find ways for us to be more attractive for these developments.

Mrs. Cordell commented that she really doesn't want to see a new R district for high density or affordable housing, since we are managing it well and need to wait for it to come to us one step at a time. She said that people are parking on sidewalks when setbacks are reduced and their garages are full, due to density.

Councilmember Fitzsimmons noted that denser zoning is not only for affordable houses, but infill properties in the heart of Town would allow for people to drive less and walk to more businesses. Mrs. Cordell agreed with pursuing the infill properties.

Mayor Root mentioned that this could have been a misimpression that Town Council had given them. It may well be that the R-4 district could be good for affordable housing and could add other benefits. Mr. Burge noted that the general feeling is that if they create R-4 with high density and smaller lots than this would become default for single family construction in Weaverville.

Vice Mayor Jackson commented that Town Manager Coffey had gotten some statistics on rental costs in Weaverville compare to Asheville and it appeared that our costs were cheaper than Asheville. Town Planner Eller noted that he provided information related to a study done related to Asheville, and it showed that our citizens make more money and our rent costs less. Town Manager Coffey mentioned that the key clarification is that the numbers didn't match the narrative and we had to back into the formula. Town Planner Eller added that the information was obtained from the American Community Survey that was conducted in 2017 and the City of Asheville had commissioned a Bowen Report that gives them information that is two years newer, so that is as close as we could get to making the numbers match.

Mr. Warren mentioned that one thing that was brought up at their last board meeting was the fact that they don't have all the answers and it might be helpful to get some outside experts that understand the housing industry to give us a tutorial, rather than try to answer the dilemma on their own. Mayor Root wonders if it would be better for those folks to meet with the P&Z Board or have a workshop with Town Council included as well. He would like us to be more proactive in reaching out them for more help on possible grants and other possibilities.

Councilmember Nagle mentioned that Town Council asked about creating R-4 thinking that this could help affordable housing, but what we are really trying to figure out is how we can get younger families with lower incomes to be able to move to Weaverville.

Mr. Stanz reiterated his earlier statement that if Town Council really wants affordable housing then how much are they willing to invest to create affordable housing, if it is nothing then we shouldn't pursue it. He also noted that there isn't very much land left to develop, so we need to figure out what we want in those locations. Mayor Root disagreed on the topic of spending money and thinks there is a different way to look at it. He believes that we can channel it through zoning to make sure that things are setup correctly.

Mr. Warren commented that he doesn't know if there is a big demand for affordable housing. After all we are only a Town of 4,000 residents and if you go a 1 mile outside you are in the county, shouldn't the county offer affordable housing? Or why does the Town have to take on the task of creating affordable housing? He isn't in the private sector so he doesn't know if the housing market is pursuing these types of developments.

Mr. Burge noted that he has spoken with neighbors and citizens about affordable housing and they don't want \$250,000 homes coming into their neighborhood because it would lower the value of their property. Plus he spoke with a few developers and they don't want to build these types of developments either. He doesn't see a distressed economic area in Weaverville.

Town Planner Eller noted that most of the time affordable housing is found in multi-family configuration. As for Lillie Farm Cove like Mrs. Cordell brought up, it was approved in September 2016 with each unit being a single family home and 32 out of 46 were offered at affordable housing pricing levels. The Town has issued 196 permits from September and, to date, that equates to 16% of zoning permits issued to new single family construction have gone to affordable housing. Mr. Eller noted that this was a Mountain Housing Opportunities project and they are obligated to operate under the terms of 80% of the income.

Councilmember Fitzsimmons noted that the desire is to have younger families in Weaverville besides just to diversify the age in Weaverville. We don't see a lot of kids around Weaverville that actually live in Town and we don't want to only have the older generation.

Councilmember Nagle noted that potentially there are other things that the Town could do like spend money on such as fiber optic technology, dog park, and community center to attract younger families to move here. Mr. Burge mentioned that true high speed internet would be an attraction as well as allowing the capability of free WiFi on Main Street. Mr. Stanz commented that zoning might not be the answer for attracting younger families to the area.

Mr. Burge mentioned that the P&Z Board is interested in mixed use, since it gives the Town more flexibility and could be a way to address affordable housing while having a business below that creates jobs. Councilmember Fitzsimmons noted that this is attractive and our downtown is booming, but there is no place to put them. However a mixed use development somewhere outside downtown might be desirable.

Councilmember Fitzsimmons mentioned that the issue of Airbnb growth in our Town will need to be addressed soon, as well as the possibility of allowing for tiny homes. It would be good if we can try and get out in front of this, instead of having to react when someone brings it up to us. Mr. Burge noted that they didn't consider accessory dwelling units like garage apartments, since the downside is that it encourages Airbnb's and could ruin the character of the Town of Weaverville.

### 3. Overview

Mayor Root mentioned that if he is hearing this correctly, Town Council doesn't want to task the P&Z Board with drafting an R-4 ordinance, but to broaden their scope of responsibility and for them to come back to Council and advise them on what to do. Mixed use is a very interesting topic and if P&Z Board wants to tackle this issue and bring back their suggestions to Council at an upcoming next meeting. He also noted that we start shifting away from affordable housing and to find ways to attract younger families.

Mr. Burge agreed with Mayor Root, since the possibilities are actually there to do something. The more we think about affordable housing then the less we will actually change anything because it would have unattainable consequences to the Town. He also introduced the Planning and Zoning Boards new alternate member, Rachael Bronson.

### 4. Adjournment.

*Vice Mayor/Councilman Jackson made the motion to adjourn the Town Council meeting; Councilman Fitzsimmons seconded and all of Town Council voted to adjourn the Council's meeting at 7:26 p.m.*

*Board member Cordell made the motion to adjourn the meeting of the Planning and Zoning Board; Board member Stanz seconded and all Board members voted to adjourn the Board's meeting at 7:26 p.m.*

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**DEREK K. HUNINGHAKE, Town Clerk**

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**JAMES ELLER, Town Planner**

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**MAYOR ALLAN ROOT**

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**CHAIRMAN GARY BURGE**



## MINUTES

**Town of Weaverville  
State of North Carolina**

**Town Council Meeting  
Monday, December 16, 2019**

The Town Council for the Town of Weaverville met for its regular monthly meeting on Monday, December 16, 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: Vice Mayor/Councilmember Doug Jackson and Councilmembers Dottie Sherrill, Jeffrey McKenna, Andrew Nagle and Patrick Fitzsimmons. Mayor Al Root was absent.

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

### **1. Call to Order**

*Vice Mayor Doug Jackson called the meeting to order at 7:00 p.m.*

### **2. Approval/Adjustments to the Agenda**

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

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

*Councilmember McKenna made the motion to approve the minutes from November 18, 2019 Town Council Regular Workshop. Councilmember Nagle seconded the motion and all voted in favor on the approval of the minutes.*

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

Terry Yeager, 107 Elk Lane, commented that two Airbnb's have been operating in his lovely residential neighborhood and the continuous traffic has become an issue. He understands that Airbnb's are very profitable and in high demand, but he believes they should be managed properly and not allowed in residential areas. He is asking that Town Council look into establishing an ordinance about this issue.

Laura Ayers, 300-1 Reems Creek Road, commented that she noticed that the issue of actual acres versus useable acres came up again on the rezoning of Merrimon Avenue property at Town Council's October meeting. She noted that this issue will more than likely come up again in the future, so she asked Town Council to look into adding the "actual acres versus useable acres" into the ordinance.

### **5. Consent Agenda**

*Councilmember Sherrill moved for the approval of the Consent Agenda. Councilmember Fitzsimmons seconded the motion and all voted unanimously to approve all action requested in the Consent Agenda.*

#### **A. Tax Collector's Monthly Report – Informational Only**

- B. Tax Releases & Refunds**– *Approved the tax release of a portion of real property owned by Dorothy Lille, LLC, PIN 9752-09-1393, valued at \$192,400, so that \$731.12 can be released from the 2018 levy and refunded, the tax release of a portion of real property owned by Dorothy Lille, LLC, PIN 9752-09-1393, valued at \$146,705, so that \$557.48 can be released from the 2019 levy, and the tax release of a portion of real property owned by Amit Dorf, PIN 9742-99-4566, valued at \$512,430, so that \$1,947.23 can be released from the 2019 levy.*
- C. 2015 Closure of Portion of Brittain Street and Water Easements** – *Adopted the Amended and Restated Resolution and Order Regarding Permanent Closure of Portion of Brittain Street and accepting the Waterline Easement Agreements.*
- D. Road Closure Ordinance: Music on Main 2020** – *Approved Road Closure Ordinance for Music on Main on June 20, 2020 from 12:00 pm until 10:30 pm*

**6. Town Manager’s Report**

Town Manager Coffey presented her Manager’s report to Council including that 1) it is time again for her to start ordering the fireworks for the Town’s downtown July 4, 2020 event, unless Town Council or Mayor have any reservations; 2) she thanked Councilmember Sherrill for organizing another fantastic Christmas Parade and also congratulated her on it being her 30<sup>th</sup> year organizing the Christmas Parade; 3) the Community Center project is out to bid and due by 2:00 pm on January 22, 2020, so staff will be bringing back a recommended bid/proposal at the January 2020 meeting; 4) the Waterline Improvement project is now open for bids and are due by 2:00 pm on January 15, 2020; 5) she is very proud of all our departments for participating in October’s Breast Cancer Awareness and #PinkPatchProject and with their efforts the Town was able to raise \$3,811 to go to The Hope Chest for Women; and 6) lastly, she and staff have met on the downtown parking and parking enforcement issues, unfortunately, they are not at a place to present their findings and recommendations. It can be expected to be at the January 27, 2020 Town Council meeting. Merry Christmas and Happy Holidays to you all!!

**7. Discussion and Action Items**

**A. Greenway Project Update**

Doug Dearth has been working with Buncombe County staff on the Greenway project and provided Town Council with a brief update. Mr. Dearth noted that the project is on track and making progress. The letters of interest or request for proposals (RFP) have been put out for bids with a deadline of January 20, 2020. Under the rules that govern this project at least three bids are required, however if more than three are submitted the Oversight committee will cut down the list through interviews until there are only three remaining. The Oversight Committee will consist of 6 members: two Buncombe County representatives, one being Buncombe County Director of Parks and Rec. Josh O’Connor, Town Manager Selena Coffey, Doug Dearth, MPO Board representative Tristan Winkler, and NCDOT representative. The Oversight Committee will manage/oversee the progress of the successful vendor and hold at least three progress meetings and one open house public meeting during the process.

**B. Acceptance of Waterlines for Maple Trace Phase IV**

Public Works Director Dale Pennell mentioned that Windsor Built Homes, Inc. is in the process of developing a subdivision outside of Town limits known as Maple Trace. They have completed the water infrastructure for Phase IV, the last phase of the subdivision, and those lines are ready to be accepted into the Town’s water system. He is requesting that Town Council accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Town Manager, Town Attorney and himself. He also urges Town Council to set an improvement defects guaranty at \$4,000 to cover any defects that might be discovered within three years of our acceptance.

*Councilmember Sherrill made a motion to accept the waterline extension and related improvements into the Town’s water system subject to staff level approval by the Town Manager, Town Attorney, and Public Works Director, and set the improvement defects guaranty amount at \$4,000. Councilmember Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion carries 4-0*

### **C. Remote Participation in Town Council Meetings**

Town Attorney Jennifer Jackson mentioned that Town Council has an opportunity to put in place some rules that can help govern remote participation at Town Council Meetings. Remote participation is referred to when a councilmember is not able to be physically present at a meeting, but has technology available to phone/video into the meeting to have their presence noted and to be heard. Town Attorney Jackson noted two areas to be careful with: 1) If the remote member would be necessary to constitute a quorum, and 2) how the members vote counts if technology fails. She proposes that remote participation be allowable as long as it is not necessary to make a quorum or to cast a deciding vote, since it could be subject to challenge.

Councilmember Nagle mentioned that he thinks this is a good thing to do so Council isn't breaking the law, but he believes if a Councilmember walks out of the room and still counts towards quorum, then it would be the same if the call failed for the remote participant. Town Attorney Jackson noted that there is a provision in the resolution that if the member knows they only have a limited amount of time then there would be notification that they are excused from the meeting.

Councilmember McKenna mentioned that this will only be an occasional situation and all members should still make their best effort to make the meetings. Town Attorney Jackson mentioned that if someone is abusing it then Town Council has the authority to cut it off.

*Councilmember McKenna made a motion to approve the resolution adopting special rules for remote participation in Town Council meetings as presented. Councilmember Nagle seconded the motion. The motion passed by a unanimous vote of Council. Motion passed 4-0.*

### **D. Town Hall Entry**

Town Manager Selena Coffey mentioned that there have been quite a few questions about what will be going in the circular area in front of the Town Hall, so she included this to the agenda for Town Council discussion. She proposed for it to be a fountain built in brick on the outside with a topper and inside a structural ring that can heat the water, adjust the lighting and control the water flow direction. The project is estimated to be around \$10,000.

Councilmember Nagle asked Town Manager Coffey for a recap on why the Town had to remove the previous tree in front of the Town Hall and wondered if the Town had any way to appeal the NCDOT decision when they don't agree with it. Councilmember Fitzsimmons agreed and noted that when it affects the appearance of our Town, we should be able to have a say in the matter. Town Manager Coffey mentioned that NCDOT requested the Town remove the tree since it was obstructing the crosswalk signs that need to be visual. The Town appealed the decision twice, but was turned down.

Councilmember McKenna mentioned that hopefully the NCDOT would consider a different outcome instead of requiring the Town to dip into their funds to purchase a replacement for the tree. He also recommended that staff get approval from NCDOT on the design of the fountain to make sure they don't come back and have us remove it.

Councilmember Nagle commented that he wasn't in favor of the fountain and doesn't know if the Town should be making such a bold statement, instead he would rather see a neon sign that list Town events/meetings.

Vice Mayor Jackson noted that Town Manager Coffey would like some kind of consensus from Town Council, so staff can move forward with a plan. He is in favor of the fountain and believes it would be another attraction to our Town like the clock and waterwheel.

*Consensus was given by Town Council to move ahead with the fountain after it has been approved by NCDOT.*

**E. Quarterly Report: Public Works and Water Department**

Public Works Director Dale Pennell presented the Public Works and Water Services Quarterly Report for September 2019 through November 2019. Some highlights were that the total number of active water meters has increased to 2,901 and our monthly unaccounted water increased to 14-15% in November, but due to dry weather the Town found a broken 2 inch waterline under Reems Creek that was the culprit. Mr. Pennell also noted that at the Water Treatment Plant our daily average is still only at 45% of the plant capacity, and if the current water commitments are included it increases to 67%. Lastly, he mentioned that the Quarry Road project is underway and if weather cooperates we will have an 18 foot wide road completed by Thursday and our Public Works department is running behind on leaf pickup this season since equipment had to be repaired and staffing issues with temporary employees, so leaf season will be extended to at least January 17, 2020.

Town Manager Selena Coffey mentioned that completion of Quarry Road was part of the feasibility study on the Greenway project, which required building sidewalks around this portion that could potentially loop back towards the water wheel. Also, she bragged about how staff was able to save the Town significant money by sloping and cutting back the area that was supposed to require a retaining wall.

**8. Adjournment**

*Councilmember Sherrill made the motion to adjourn; Councilmember McKenna seconded and all voted to adjourn the Council's meeting at 7:54 p.m.*

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**Derek K. Huninghake, Town Clerk**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2020  
**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 January 21, 2020. This report is provided for information only.

No action is requested or required.



**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2019

**SUBJECT:** Tax Releases

**PRESENTER:** Tax Collector

**ATTACHMENTS:**

**DESCRIPTION/SUMMARY OF REQUEST:**

Town Council is asked to approve a tax release from a 2019 tax bill for personal property owned by G C W Enterprises Inc. DBA Firehouse Subs at 58 Weaver Village Way, Suite 101, for \$102,780 in value and \$390.56 from the 2019 tax levy.

**TOWN COUNCIL ACTION:**

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

***I move to approve the release of personal property from G C W Enterprises, Inc. DBA Firehouse Subs, valued at \$102,780, so that \$390.56 can be released from the 2019 levy.***

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, January 27, 2020  
**Subject:** Arbor Day 2020 Resolution  
**Presenter:** Town Manager Selena Coffey  
**Attachments:** Arbor Day Resolution

**Description:**

Attached and for approval, please find a resolution for recognizing Friday, April 24, 2020 as Arbor Day.

**Action Requested:**

The Town Manager recommends approval of the attached resolution.



*Whereas,* In 1872, J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees, and

*Whereas,* this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska, and

*Whereas,* Arbor Day is now observed throughout the nation and the world, and

*Whereas,* trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen, and provide habitat for wildlife, and

*Whereas,* trees are a renewable resource giving us paper, wood for our homes, fuel for our fires and countless other wood products, and

*Whereas,* trees in our city increase property values, enhance the economic vitality of business areas, and beautify our community, and

*Whereas,* trees, wherever they are planted, are a source of joy and spiritual renewal.

*Now, Therefore, I,* \_\_\_\_\_, Mayor of the Town of \_\_\_\_\_  
\_\_\_\_\_ do hereby proclaim  
\_\_\_\_\_ as

# Arbor Day

In the Town of \_\_\_\_\_, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands, and

*Further,* I urge all citizens to plant trees to gladden the heart and promote the well-being of this and future generations.

*Dated this* \_\_\_\_\_ day of \_\_\_\_\_  
Mayor \_\_\_\_\_

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, January 27, 2020  
**Subject:** FY 2020-2021 Budget Calendar  
**Presenter:** Town Manager Selena Coffey  
**Attachments:** Budget Calendar

**Description:**

Attached and for approval, please find the proposed budget calendar for the fiscal year 2020-2021 budget process. In reviewing this calendar, please note that all but one budget workshop will be held on a regularly scheduled workshop date. The one workshop date not previously scheduled by Town Council is June 16 and it is marked as “to be determined” in case Town Council does not need the workshop as it works through the budget process.

**Action Requested:**

The Town Manager recommends approval of the budget calendar.

**Town of Weaverville  
Budget Calendar  
FY 2020-2021 Budget**

<b>Budget Activity</b>	<b>Date/Time/Location</b>
<b>Budget Requests &amp; CIP Requests Due to Manager</b>	Friday, March 6, 2020 Due by 5:00pm
<b>Manager's Budget Review, Analysis &amp; Department Head Meetings in Development of Proposed Budget</b>	March 6 – April 12, 2020
<b>Initial Draft Budget Presentation (Regular Town Council Meeting)</b>	Monday, April 27, 2020 7:00pm
<b>Budget Workshop #1 (Regularly-Scheduled Workshop)</b>	Tuesday, May 12, 2020 6:00pm
<b>Set Public Hearing on Budget (Regular Town Council Meeting)</b>	Monday, May 18, 2020 7:00pm
<b>Budget Workshop #2: Public Hearing on Budget (Regularly-Scheduled Workshop)</b>	Tuesday, June 9, 2020 6:00pm
<b>Budget Workshop #3 (Special-Called Workshop; To be determined)</b>	Tuesday, June 16, 2019 6:00pm
<b>Town Council's Adoption of Budget / Ordinance (Regular Town Council Meeting)</b>	Monday, June 22, 2020 7:00pm

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

**Date of Meeting:** Monday, January 27, 2020

**Subject:** Setting a Public Hearing on a Proposed Text Amendment to Create a Technical Review Committee

**Presenter:** Planning Director

**Attachments:** Planning and Zoning Board Recommendation; Proposed Text Amendment; Staff Report

**Description:**

Staff has prepared a text amendment to achieve a stated goal of the comprehensive land use plan of creating a staff-led technical review committee for development reviews. The Planning and Zoning Board has reviewed said text amendment and offered a unanimous positive recommendation to Town Council related to the proposed text amendment.

**Action Requested:**

Staff is seeking the setting of a public hearing before Town Council on Monday, February 24 at 6:45pm, or at such time as Council reaches the matter, for the aforementioned text amendment.



**Town of Weaverville  
Planning and Zoning Board**

On Tuesday, January 7, 2020 the Planning and Zoning Board reviewed and unanimously recommended to Town Council the attached proposed text amendment which formally creates a technical review committee charged with reviewing all subdivision applications and certain zoning permit applications and offering an opinion to the appropriate authority based upon the committee's findings of compliance with municipal ordinance and relevant state and federal laws, rules and regulations.

It has been found that the proposed text amendment is consistent with the Town's Comprehensive Plan in that the plan calls for the creation of a technical review committee in both subdivision and zoning stated goals as follows:

**Implement a staff-led technical review committee for development reviews.**

The Planning and Zoning Board considers approval both reasonable and in the public interest as the formalized technical review committee will ensure proper development reviews and offer an opportunity for various members of staff to provide their individual expertise on certain development reviews.

**Gary Burge  
Chairman, Planning and Zoning Board**

Sec. 25-78. - General procedures for review of major and minor subdivisions.

All applications for development of major or minor subdivisions, including for review of concept plans, preliminary plats and final plats, shall be submitted to the town planner at the Weaverville Town Hall. In order to be considered at the next regularly scheduled meeting of the planning and zoning board, applications must comply with all code requirements and be received at least ten business days before the meeting. *The planning director shall coordinate an evaluation of all applications for minor and major subdivisions with a technical review committee consisting of members of individual municipal departments, including but not limited to the Fire Marshal and Public Works Director or their designees, who may offer expertise on the proposed development. The technical review committee shall offer an opinion on the application for a minor or major subdivision to the Planning and Zoning Board and Town Council based upon the committee's findings of compliance with various sections of municipal ordinance and relevant federal and state laws, rules and regulations.*

All subdivisions shall be considered major subdivisions except those defined as minor subdivisions in section 25-27. Minor subdivisions shall be reviewed in accordance with the procedure set forth in section 25-79. The minor subdivision procedure may not be used a second time within three years from the date of its first use on any property which is less than 1,500 feet from the original property boundaries by anyone who owned, had an option on, or any legal or equitable interest in the original subdivision at the time the original subdivision received concept plan, preliminary plat or final plat approval. Major subdivisions shall be reviewed in accordance with the procedures set forth in sections 25-81 through 25-83.

( [Ord. of 3-21-2016\(1\), § 1\(Exh. A\)](#) ; [Ord. of 10-17-2016\(1\), § 1](#) )

Sec. 36-298. - Zoning permits required.

A zoning permit shall be obtained from the zoning administrator before beginning any construction on any lot within the town's zoning jurisdiction. No lot shall be graded so as to alter its contour and no building or other structure shall be erected, moved, added to, or structurally altered prior to the issuance of said zoning permit. In no event will the zoning administrator approve any permit for the grading of any lot or the construction or alteration of any building if such building, or its intended use would be in violation of any of the provisions of this chapter, or if the contour of any lot would be altered or graded in violation of the screening and buffering requirements of this chapter.

- (1) *Application for permit.* All applications for zoning permits shall be accompanied by such information as the zoning administrator determines as needed for a full review of the request. Zoning administrator shall ensure that all applications are compliant with the applicable sections of this chapter prior to issuance of permit or transmittal to the decision-making board.
- (2) *Issuance of zoning permit.* Prior to issuing a zoning permit the zoning administrator shall first review the application and supporting documentation to determine compliance with all of the applicable requirements of this chapter. If the plans show that the proposed construction meets all of the requirements of this chapter the zoning administrator shall, prior to the issuance of the zoning permit, make an inspection of the site to determine that the actual location of all existing or proposed buildings or structures, parking areas, buffer strips etc. are located as shown on the plans. If the services of the town engineer or of a registered land surveyor are required to assure that the actual locations, on the ground, are as shown on the plans, the cost of this service shall be paid by the applicant prior to issuance of the zoning permit. Any such charges shall be in addition to the normal charges for such zoning permit. After the zoning administrator finds that the plans and on-site locations meet the requirements of this chapter, the administrator shall issue a zoning permit stating that the proposed construction, if built as located, meets the provisions of this chapter and that the applicant can apply for building and other permits. *When reviewing proposed uses of land related to new commercial, industrial or multifamily residential development, or uses which require the issuance of or an amendment to*

*a special use permit or the adoption of a conditional zoning district, the planning director shall coordinate an evaluation of the zoning permit application with a technical review committee consisting of members of individual municipal departments, including but not limited to the Fire Marshal and Public Works Director or their designees, who may offer expertise on variables of the proposed development. The technical review committee shall offer an opinion to the zoning administrator on the zoning permit application based upon the committee's findings of compliance with various sections of municipal ordinance and relevant federal and state laws, rules and regulations.*

Explanatory note: While it may be obvious that a proposed building or structure to be located on a large tract of land meets the setback requirements by simple observation, actual field measurements would be required to determine compliance on a typical residential lot. All such measurements must be made from actual property or right-of-way lines using property corner or right-of-way markers. It may be assumed that the paved portion of any street or alley is in the center of the right-of-way for this purpose only if the right-of-way of record cannot be otherwise established by actual surveys.

- (3) *County permits required.* After the zoning permit is approved and issued, the applicant shall apply to the Buncombe County Permits and Inspections Department, or any successor thereto, for building, plumbing, electrical or other required permits. If such permits are not issued within 60 days after issuance of the zoning permit, the zoning permit shall become invalid.
- (4) *Construction progress.* If no substantial construction progress has been made within 180 calendar days of the date of the issuance of the zoning permit, or if work is suspended for 365 calendar days, the zoning permit shall become invalid; provided, however, the zoning administrator may extend the time for substantial construction progress to be made by up to 180 calendar days, for good cause shown. This provision shall not be applicable, however, for time periods for projects in conditional zoning districts, which shall be governed by subsection 36-84(e), or special use permits, which shall be governed by article IX.

( [Ord. of 8-21-2017\(1\)](#), § 1(Exh. A))

# Town of Weaverville, North Carolina Staff Report: Technical Review Committee

Prepared January 2020

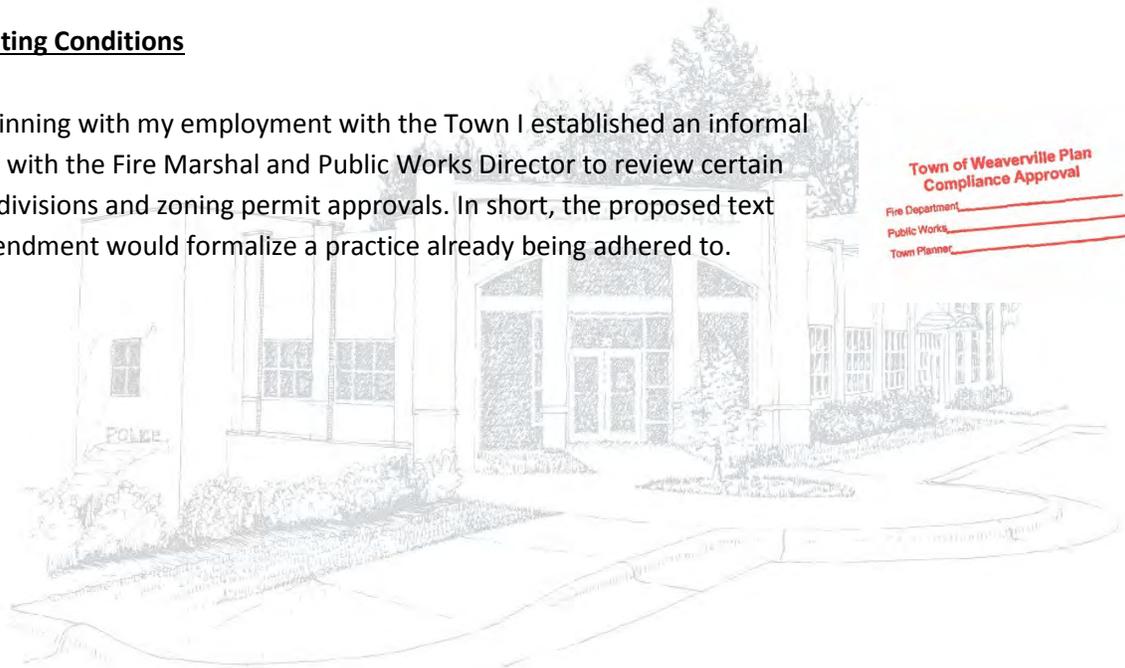
Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan

## Comprehensive Land Use Plan

In both the subdivision and zoning portions of the action plan based on stated goals within the Comprehensive Land Use Plan, there is a call for the creation of a technical review committee (TRC) for the review of minor and major subdivisions and certain zoning reviews. As you will see in the proposed text amendment, a formalized TRC has been created and inserted into certain sections of municipal ordinance to ensure that proper plan reviews are occurring and the Planning and Zoning Board, as well as Town Council, are provided an opinion from various member of staff based upon the committee's findings of compliance with various sections of municipal ordinance and relevant federal and state laws, rules and regulations.

## Existing Conditions

Beginning with my employment with the Town I established an informal TRC with the Fire Marshal and Public Works Director to review certain subdivisions and zoning permit approvals. In short, the proposed text amendment would formalize a practice already being adhered to.



**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2020  
**SUBJECT:** Lake Louise Public Fishing Access Project  
**PRESENTER:** Town Manager/Public Works Director  
**ATTACHMENTS:** Public Fishing Access Area Site Plan  
Memorandum of Agreement  
Photo of Similar Fishing Pier at Lake Julian

**DESCRIPTION/SUMMARY OF REQUEST:**

For many years the Town has maintained Lake Louise as a fishing lake and this recreational amenity is well used by the Town's residents and visitors.

NC Wildlife Resources Commission encourages and assists with improving public fishing access across the State of North Carolina. The NC Wildlife Resources Commission has and will continue to stock Lake Louise with a variety of types and sizes of fish. To improve public fishing access on Lake Louise, including for those with mobility issues, the Wildlife Resources Commission wishes to construct, at its sole expense, an ADA accessible floating fishing pier on Lake Louise.

The site plan for the pier is attached as is a memorandum of agreement. The Town will continue to be responsible for maintenance of the park and its grounds, including the public fishing access area, but is only required to make minor repairs on the fishing pier. The Town Manager and Public Works Director recommend approval of this project. The Town Attorney has reviewed the memorandum of agreement and has not noted any legal concerns.

**COUNCIL ACTION REQUESTED:**

Town Council is asked to approve the Lake Louise Public Fishing Access Project and authorize the Mayor and Clerk to execute the Memorandum of Agreement. The following motion could be used for that purpose:

*I move that we approve the Lake Louise Public Fishing Access Project and authorize the Mayor and Town Clerk to execute the Memorandum of Agreement and deliver it to the Wildlife Resources Commission.*

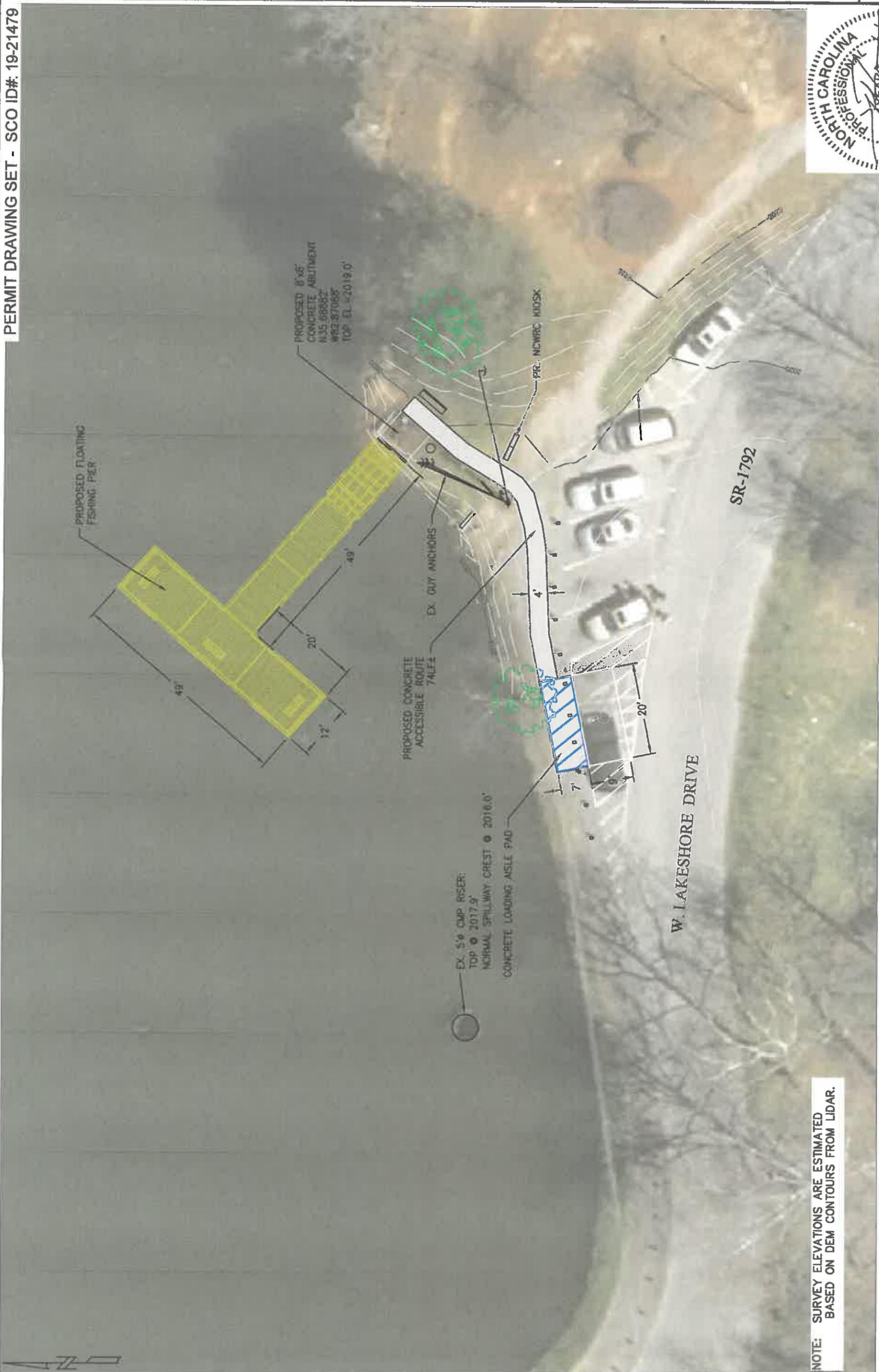
PERMIT DRAWING SET - SCO ID#: 19-21479

NORTH CAROLINA WILDLIFE RESOURCES COMMISSION  
 ENGINEERING SECTION  
 1720 MAIL SERVICE CENTER  
 RALEIGH, NORTH CAROLINA 27698  
 Phone: 919.707.0150  
 Fax: 919.707.0162  
 www.ncwildlife.org



LAKE LOUISE PFA  
 TOWN OF WEAVERVILLE  
 PROPOSED  
 OVERALL SITE PLAN

Date:	10-DEC-2018
File Name:	LakeLouisePFA.dwg
Surveyed:	JCF, AMB
Designed:	JCF
Drawn:	JCF
Approved:	JCF
Sheet No.	SD-2.0



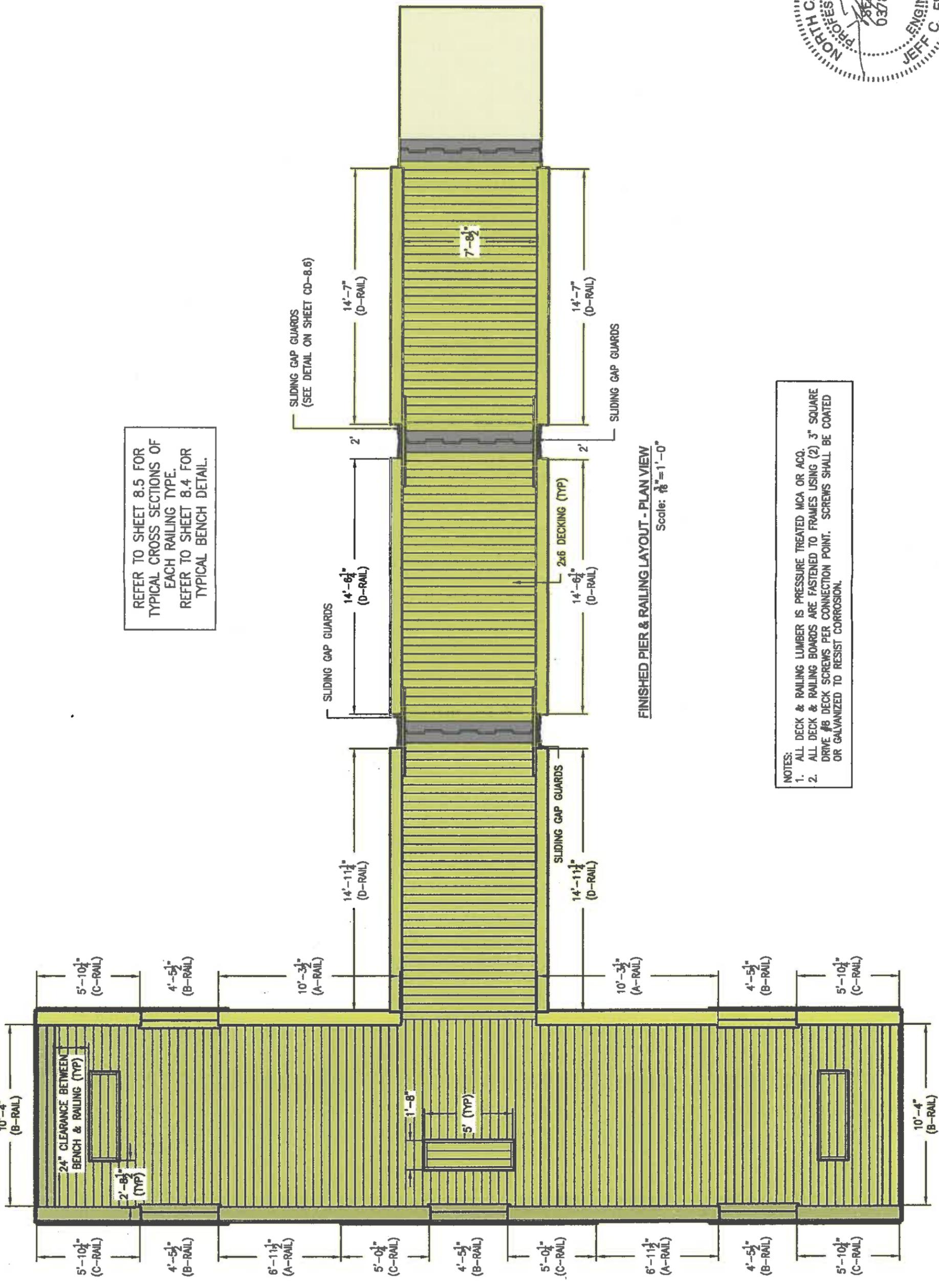
NOTE: SURVEY ELEVATIONS ARE ESTIMATED BASED ON DEM CONTOURS FROM LIDAR.





LAKE LOUISE PUBLIC FISHING ACCESS  
 UNIVERSALLY ACCESSIBLE FISHING PIER - NEW INSTALLATION  
 FINISHED DECK & RAILING LAYOUT PLAN VIEW

Date:	10-DEC-2019
File Name:	LakeLouisePFA(s).dwg
Surveyed:	JCF
Designed:	JCF
Drawn:	JCF
Approved:	JCF
Sheet No.:	SD-8.3



REFER TO SHEET 8.5 FOR  
 TYPICAL CROSS SECTIONS OF  
 EACH RAILING TYPE.  
 REFER TO SHEET 8.4 FOR  
 TYPICAL BENCH DETAIL.

FINISHED PIER & RAILING LAYOUT - PLAN VIEW  
 Scale: 1/8" = 1'-0"

- NOTES:
1. ALL DECK & RAILING LUMBER IS PRESSURE TREATED MCA OR ACO.
  2. ALL DECK & RAILING BOARDS ARE FASTENED TO FRAMES USING (2) 3" SQUARE DRIVE #8 DECK SCREWS PER CONNECTION POINT. SCREWS SHALL BE COATED OR GALVANIZED TO RESIST CORROSION.

**MEMORANDUM OF AGREEMENT**  
**BETWEEN**  
**NORTH CAROLINA WILDLIFE RESOURCES COMMISSION**  
**AND**  
**TOWN OF WEAVERVILLE**

**THIS AGREEMENT**, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **North Carolina Wildlife Resources Commission**, hereinafter called the **Commission**, and the **Town of Weaverville**, hereinafter called the **Town**;

**WITNESSETH:**

**Whereas**, the **Commission** is authorized to create and improve public fishing access in inland waters for the benefit of the anglers of North Carolina; and

**Whereas**, it is desirable for the **Commission** to improve public fishing access at Lake Louise Park owned and controlled by the **Town**; and

**Whereas**, it is desirable for the **Town** to increase the recreational opportunities for the public by cooperating with the **Commission** to improve angler access at Lake Louise Park;

**Now, therefore**, in consideration of the mutual advantages likely to result from this Agreement and the respective obligations assumed herein,

**A. The COMMISSION agrees, at its sole expense:**

1. To design and construct a universally designed fishing access area at a mutually agreed upon site at Lake Louise Park;
2. To serve as the manager of the construction project, applying for, complying with, and receiving all permits necessary for the fishing access project at the Lake Louise Park that shall consist of improvements to the existing parking area and foot path, a proposed fishing pier, ADA parking, and accessible route to the pier. All improvements will be built and installed according to **Commission** standards;
3. To provide construction drawings of the fishing access project at the Lake Louise Park for review, revision and approval of the **Town** prior to construction;
4. To provide construction materials (*e.g.*, lumber, hardware, floats, chain, gravel, concrete, etc.) and personnel for construction of the fishing access project at the Lake Louise Park;
5. To be responsible for future necessary repairs to the fishing pier that require design consultation or pier section replacement;

6. To provide and install a kiosk and signage identifying the Lake Louise Public Fishing Access;
7. To remove any existing improvements such as signs, park benches and trash cans that are currently located in the construction area and reinstall or replace at a nearby location as approved by the **Town**; and
8. To include the Lake Louise Public Fishing Access on patrols of **Commission** Wildlife Enforcement Officers.

**B. The TOWN agrees, at its sole expense:**

1. To permit **Commission** personnel engaged in planning, construction or post-construction work, and stocking activities access to Lake Louise Public Fishing Access area;
2. To provide any additional signs for posting on the fishing pier or kiosk at the Lake Louise Park for review, revision and approval of the **Commission** prior to installation;
3. To be responsible for any repairs that do not require design consultation or pier section replacement. Such repairs include but are not limited to single board replacement and rail repairs to the fishing pier;
4. To maintain the grounds surrounding the site, providing appropriate outdoor trash receptacles, keeping the grass mowed at regular intervals year-round, and litter removed regularly;
5. To ensure that the **Commission** is recognized in all press releases, brochures and, advertisements developed by the **Town** concerning visitation and usage of Lake Louise Public Fishing Access area;
6. To permit fishing by the general public at the Lake Louise Public Fishing Access area;
7. To take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of people with disabilities, and concerning the treatment of all employees without regard to discrimination by reason of race, color, religion, sex, national origin or disability; and
8. To comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business and its performance in accordance with this Agreement including those of federal, state, and local agencies having jurisdiction and/or authority.

**C. It is mutually agreed:**

1. That Lake Louise Public Fishing Access is the formal name of the access area;

2. The purpose of the Lake Louise Public Fishing Access is to provide public access for fishing. It is unlawful to use any Public Fishing Access for purposes other than fishing as stated in 15A NCAC 10E .0104(f);
3. That the fishing pier becomes property of the **Town** after construction is completed;
4. That fishing regulations and licenses, as required by state law, shall be jointly publicized and enforced by the **Commission**;
5. That nothing in this Agreement shall obligate either party to any conditions not specifically stated herein;
6. That this Agreement shall become effective as soon as it is signed and dated by both parties and shall continue in effect for 25 years from the date of signing;
7. That either party may terminate its involvement in this Agreement by written notice to the other at least 90 days in advance of the date on which termination is to become effective. If the termination request is made by the **Town**, the **Town** agrees to refund the **Commission** a pro-rated portion of the funds used to construct and the fishing access area project based on the 25-year life expectancy of the fishing access area;
8. That during and after the term hereof, the State Auditor and any using agency's internal auditors shall have access to persons and records related to this Agreement to verify accounts and data affecting fees or performance under the Agreement, as provided in G.S. 143-49(9).
9. That the **Town** shall hold and save the **Commission**, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by the **Town** in the performance of this Agreement and that are attributable to the negligence or intentionally tortious acts of the **Town**. The **Town** represents and warrants that it shall make no claim of any kind or nature against the **Commission's** agents who are involved in any planning, construction or post-construction work, and stocking activities. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Agreement.
10. This Agreement and any documents incorporated specifically by reference represent the entire agreement between the parties and supersede all prior oral or written statements or agreements;
11. This Agreement may be amended only by a written amendment duly executed by the **Commission** and the **Town**;
12. The failure to enforce or the waiver by the **Commission** 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;









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

**Date of Meeting:** January 27, 2020  
**Subject:** Budget Amendment – Police Department  
**Presenter:** Town Finance Director  
**Attachments:** Budget Amendment Form

**Description:**

The Town collected an additional \$70.00 in Pink Patch Project donations & proceeds from November 2019 – December 2019.

The Town collected an additional \$11,465.56 in Cops for Kids donations from November 2019 – December 2019.

The attached budget amendment is necessary so that the Police Department can spend the funds in the current fiscal year.

**Action Requested:**

Town Manager recommends approval of the attached Budget Amendment.

**Budget Amendment FY 2019-2020**

**Town of Weaverville**

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-430-431-26609	Pink Patch Project (Expenditure)	\$70.00
010-430-431-26608	Cops for Kids (Expenditure)	\$11,465.56

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09029	Pink Patch Project (Revenue)	\$70.00
010-004-300-09028	Cops for Kids (Revenue)	\$11,465.56

**Justification:** Please provide a brief justification for this budget amendment. *Pink Patch Project donations collected from Nov 2019 – Dec 2019; Cops for Kids donations collected from Nov 2019 – Dec 2019.*

_____	_____
<b>Authorized by Finance Officer</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Manager</b>	<b>Date</b>
_____	_____
<b>Authorized by Town Council (if applicable)</b>	<b>Date</b>

Budget Ordinance Section 7:

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

**Town of Weaverville**  
**Town Council Agenda Item**

**Date of Meeting:** Monday, January 27, 2020  
**Subject:** Town Manager's Monthly Report  
**Presenter:** Town Manager Selena Coffey  
**Attachments:** Monthly Report

**Description:**

Attached please find the monthly Town Manager's Report.

**Action Requested:**

No action necessary.



Town Manager's Monthly Report

Selena D. Coffey, MPA, ICMA-CM

January 2020

- 1) **Martin Luther King Jr. Observance Update:** Our recent MLK Day Observance was successful. We had approximately 35 in attendance and approximately 20 children from the Christine W. Avery Learning Center perform for us.
- 2) **2020 July 4 Downtown:** We have confirmed our fireworks purchase and I have spoken with the Schools' Superintendent and Principal Chandler who have approved our use of the Weaverville Primary School baseball field for staging the fireworks this year. Based on input from Town Council and the community, we have adjusted the time for the fireworks this year to a 9:45pm display. I have also confirmed our band, *Devils in Dust*, for the event. We've had countless compliments on this group as they bring a variety of cover music from various decades and some of their original tunes.
- 3) **Community Center Construction Update:** As you're aware, we will be presenting and recommending a construction plan for the community center at the January 27 meeting. I will be reaching out to the Mayor and Town Council in the very near future to ascertain your availability for a ground-breaking. We've made some exciting progress on this front and I look forward to seeing some ground move, as I know you are!
- 4) **2<sup>nd</sup> Saturday Summer Series Update:** I have now confirmed bands for each of our 2<sup>nd</sup> Saturday Summer Series events. These are as follows:
  - **June 13: Up Jumped Three, a jazz trio**
  - **July 11: The Barsters, variety of string music (Rob Mangum is in this band)**
  - **August 8: Lillian Chase and the Deadpan String Band, a bluegrass band**
  - **September 12: Nick Chandler and Delivered, a bluegrass band**
- 5) **Greenway Project Update:** The Request for Letters of Interest for planning on our greenway is public, with a deadline date of January 31, 2020. Doug Dearth and I will continue to keep you updated.
- 6) **February Town Council Meeting Location Change:** Although we attempted to plan well for the elections process this year, we weren't aware that the Board of Elections will need the use of our community room/council changes from February 12 – 29. Because they must secure the voting locations, we must change our February Town Council meeting and we have secured the Fire Department Training Room for this Council meeting.
- 7) **Citizens Academy:** Last week was the first session of the 2020 Citizens Academy. Jan Lawrence provided an insightful presentation on the history of Weaverville, Town Attorney Jennifer Jackson provided a legal overview of municipal government, Finance Director Tonya Dozier presented information on the Town's finances and I gave a general presentation of Town leadership and the budget process. We had 18 in attendance and I feel that everyone enjoyed the session. The next session is on Land Use and Code Enforcement, which will be on February 20 at the Fire Department.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2020  
**SUBJECT:** Community Center Project  
**PRESENTER:** Town Manager  
**ATTACHMENTS:** Architect's Recommendation and Certified Bid Tabulation  
Capital Project Ordinance

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town received bids on the Community Center Project on January 22 (see certified bid tabulation) and the Town Manager and Architect recommend awarding the bid to Goforth Builders, a local contractor who submitted the low bid of \$2,779,000. This bid amount is over the \$2.5 million that Town Council previously approved for the construction cost but the architect believes that there may be some cost savings that could be achieved through some value engineering with the contractor. The Town Manager suggests that Town Council award the bid and approve the contract based on the bid amount but direct that staff negotiate with the contractor in an effort to find cost reductions totaling 5% of the bid amount or greater. The Town Manager has spoken to the committee members and all are in agreement with her recommendation. The Town Attorney and Public Works Director have reviewed the Contract Documents. These Contract Documents are voluminous so they are not reproduced with this agenda item but are available for review with the Town Attorney.

Town Council is asked to consider a capital project ordinance (see attached) which allows the Town to properly manage this project from a financial perspective by separating it out of the Town's general fund budget. This also allows the financial administration of the project to cross multiple fiscal years so that all revenues and expenditures can be more easily budgeted, tracked, and accounted for. As a reminder, at its meeting on July 15, 2019, Town Council voted unanimously to provide a budget of approximately \$2.5 million for the construction cost of the Community Center (Phase 1) and an additional \$250,000 for outdoor recreational amenities (Phase 2). The attached capital project ordinance incorporates the lowest bid amount together with the other project costs and can be revised by Town Council at any time.

Upon taking the actions recommended below, staff will be ready to move this project forward so that construction can begin shortly.

**TOWN COUNCIL ACTION REQUESTED:**

Town Manager recommends that Town Council take action to do the following: (1) award of the construction bid to Goforth Builders and approve the execution of the Construction Documents for a negotiated amount not to exceed \$2,779,000; (2) direct staff and Goforth Builders to look at value engineering in an effort to identify cost reductions totaling 5% of the bid or greater and adjust the contract lump sum amount accordingly; and (3) adopt the Capital Project Ordinance.

## Memo

Date: January 23, 2020

To: Selena D. Coffey, MPA, ICMA-CM, Town Manager, Town of Weaverville  
Dale Pennell, PE, PLS, Public Works Director, Town of Weaverville  
Jennifer O. Jackson, Town Attorney, Town of Weaverville

From: John Legerton, AIA, LEED AP BD+C, President, Legerton Architecture, P.A. 

Subject: Weaverville Community Center Bid Tabulation and Recommendations

Five bids were received yesterday, January 22, 2020, for the General Contract Work for the construction of the new Weaverville Community Center. Attached is the copy of the certified Bid Tabulation summary of the bids received. We have reviewed the submittals from all five of the bidders and it appears that all bidders included all of the required documents with their bid submittals.

After reviewing these results, our recommendations are that the Town of Weaverville:

- (1) Accept the low Base Bid amount of \$2,779,000.00 from Goforth Builders, and proceed with negotiations, as required, to finalize an Owner Contractor Agreement for the construction of the new Weaverville Community Center with Goforth Builders.
- (2) Reject the Alternate #1 bid amount of \$5,600.00 from Goforth Builders and not proceed with this alternate o#1 option.
- (3) Budget a contingency of 5.0% of the Base Bid amount for any contingencies that may arise as the construction proceeds.

If you have any questions about these recommendations or the certified Bid Tabulation, please let us know as soon as possible. We look forward to seeing the construction begin soon for this long awaited new community center for the Town of Weaverville.

# Bid Tabulation Certification: Weaverville Community Center



**Owner:** Town of Weaverville  
**Bid Date:** Wednesday, January 22, 2020  
**Bid Opening:** 2:00 PM Local Time at the Weaverville Town Hall

#	Bidder Name	License #	Base Bid	Bid Bond	Unit Price #1-5					Unit Price #6-10					Alternate #1
					General Site Rock Excavation \$/cu.yd.	General Building Area Rock Excavation \$/cu.yd.	Footing Rock Excavation \$/cu.yd.	Utility Trench Rock Excavation \$/cu.yd.	Removal of Unsatisfactory Soil \$/cu.yd.	Provide Compacted Earth Fill Replacement \$/cu.yd.	Provide Washed Stone Backfill in Place \$/cu.yd.	Cutting T&G and chamfer joints on wormy chestnut \$/lin.ft.	Plane, sand, stain, & seal wormy chestnut boards \$/lin.ft.	Concrete Work Subcontractor	
1	Carolina Specialties Construction	41451	\$2,924,262.00	5%	\$300.00	\$300.00	\$300.00	\$300.00	\$20.00	\$30.00	\$35.00	\$12.00	\$3.00		
2	First Victory, Inc.	73250	\$3,434,396.00	5%	\$85.00	\$85.00	\$100.00	\$100.00	\$20.00	\$20.00	\$43.00	\$2.00	\$3.00		
3	Frank L Blum Construction Company	18	\$3,215,280.00	5%	\$48.00	\$48.00	\$48.00	\$48.00	\$18.00	\$18.00	\$60.00	\$4.00	\$4.00		
4	GoForth Builders	24294	\$2,779,000.00	5%	\$195.00	\$195.00	\$235.00	\$235.00	\$15.00	\$15.00	\$48.00	\$0.50	\$1.25		
5	Hickory Construction Company	1145	\$3,577,000.00	5%	\$300.00	\$300.00	\$500.00	\$500.00	\$35.00	\$25.00	\$95.00	\$60.00	\$100.00		
#	Bidder Name	Unit Price #10	Unit Price #11	Alternate #1	Site Grading Work Subcontractor	Site Utility Work Subcontractor	Concrete Work Subcontractor	Masonry Work Subcontractor	Roofing Work Subcontractor	Plumbing Work Subcontractor	HVAC Work Subcontractor	Electrical Work Subcontractor			
1	Carolina Specialties Construction	Provide 4"-6" field stone to match existing \$/ton	Provide 2" thick stone veneer cut from 4"-6" stone \$/ton	Provide Alternate Wood Acoustical Ceiling	Dirt Worx	Carolina Specialties Construction	Carolina Specialties Construction	Steep Creek Stoneworks	Benton Roofing	Haynes Plumbing	Pyatt Heating and Air Conditioning	Haynes Electrical			
2	First Victory, Inc.	\$148.75	\$500.00	\$ 5,958 ADD	JLS	JLS	Thorsland Concrete	Steep Creek Stoneworks	Carter Lumber	MB Haynes	Service Today	MB Haynes			
3	Frank L Blum Construction Company	\$250.00	\$250.00	\$ 2,265 DEDUCT	Dirt Worx	Dirt Worx	Fortune's Grading and Footing	Steep Creek Stoneworks	Elevate Roofing and Exteriors	TP Howards Plumbing	Pyatt Heating and Air Conditioning	Haynes Electrical			
4	GoForth Builders	\$221.20	\$1,000.00	\$ 5,600 ADD	Dirt Worx	Dirt Worx	GoForth Builders	Wright Stone	GoForth Builders	Bolton Plumbing	Pyatt Heating and Air Conditioning	Grigg Electric			
5	Hickory Construction Company	\$250.00	\$400.00	\$ 3,000 ADD	Moore & Son	Moore & Son	Lasting Impressions	Steep Creek Stoneworks	Cityscape	Haynes Plumbing	Pyatt Heating and Air Conditioning	Grigg Electric			

These bids were received on Wednesday, January 22, 2020 and read aloud publicly.

Certified by:



01/22/2020

John Legerton, AIA, LEED AP BD+C  
 President, Legerton Architecture, P.A.  
 Date: January 22, 2020

**TOWN OF WEAVERVILLE  
CAPITAL PROJECT ORDINANCE  
FOR THE WEAVERVILLE COMMUNITY CENTER PROJECT**

**BE IT ORDAINED** by Town Council of the Town of Weaverville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1.** The project authorized is to be known as the “Community Center Project” and consists of the construction of a new community center and improved restrooms within the Lake Louise Park.

**Section 2.** The Town Manager, Finance Officer/Director, Public Works Director and other officers and employees are hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes and the budget contained herein.

**Section 3.** The following revenues and resources are anticipated to be available to complete the project activities:

Transfer from General Fund –Eller Cove Conservation Easement Proceeds		\$550,000
Transfer from General Fund		\$3,043,691
Revenues from Donations		\$TBD
<b>Total Project Revenues</b>		<b>\$3,594,040</b>

**Section 4.** The following expenditures are hereby appropriated for the project activities:

<b>PHASE 1 – COMMUNITY CENTER</b>		
Construction		\$2,779,000
Architecture Fees		\$238,555
Engineering Fees		\$61,811
Surveys & Geotechnical Engineering/Testing		\$31,150
Fixtures & Equipment (Security System & Audio/Visual System)		\$92,074
Permit Fees		\$2,500
Contingency (5% of const costs)		\$138,950
<b>Total Phase 1 Project Expenses</b>		<b>\$3,344,040</b>
<b>PHASE 2 – OUTDOOR RECREATION</b>		
<b>Total Phase 2 Project Expenses</b>		<b>\$250,000</b>
<b>Total Project Expenses - Phase 1 and 2</b>		<b>\$3,594,040</b>

**Section 5.** The Town of Weaverville Finance Office is hereby directed to maintain within the Capital Project Fund established with this ordinance, sufficient detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes.

**Section 6.** The Budget Officer and/or Finance Officer is directed to include a detailed analysis of past and future costs and revenues of this capital project in every budget submission made to Town Council.

**Section 7.** The Finance Officer is directed to report at least quarterly on the financial status of each project element in Section 4 and the revenues received or expected on the project.

**Section 8.** The Town Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any further direction, authorization, or consent, including without limitation any and all contract documents, change orders, or any other such documents as may be necessary to give direction to engineers, contractors, and others in completing this capital project, subject to compliance with law.

**Section 9.** The Town Manager is authorized to transfer expenditures within any line item of this capital project ordinance except for the contingency line item, as she, in her discretion, deems necessary and if allowable by law. Funds budgeted within the contingency line item cannot be expended without Town Council approval.

**Section 10.** The Town Manager shall from time to time report to Town Council as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

**Section 11.** Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

**Section 12.** This ordinance shall be effective immediately upon adoption but shall not be codified.

**ADOPTED THIS** \_\_\_\_ day of January, 2020, by a vote of \_\_\_\_ in favor and \_\_\_\_ against.

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

**ATTESTED BY:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_  
**JENNIFER O. JACKSON**, Town Attorney

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2020

**SUBJECT:** Waterline Extension Project

**PRESENTER:** Town Manager

**ATTACHMENTS:** Recommendation with Certified Bid Tabulation  
Bid Documents from Low Bidder and Construction Contract  
Capital Project Ordinance adopted 2/25/2019  
Amended and Restated Capital Project Ordinance

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town received and opened bids on the Waterline Extension Project on January 15, 2020, with the results being shown on the certified bid tabulation. The good news is that several of the bids were under the budget established by the Capital Project Ordinance that was adopted by Town Council on February 25, 2019.

Staff and the engineering firm of Withers Ravenel have reviewed the bids and recommend award to Hyatt Pipeline, LLC, the lowest responsive bidder, with a total bid amount of \$1,954,143, and approval of the construction contract consistent with the bid. The bid documents submitted by Hyatt Pipeline are attached. The construction contract, also attached, is for a stipulated sum and has been approved by the USDA and Town Attorney.

This project is contingent upon approval of the interim financing and issuance of USDA revenue bonds by the Local Government Commission (LGC). Consistent with Town Council's action on October 21, 2019, staff continues to work towards the submission of the LGC application for approval of the funding of this project with a deadline of February 3<sup>rd</sup> for a March 4<sup>th</sup> meeting of the LGC. The next steps for Town Council will be the consideration of and action to approve the interim financing and the later issuance of the revenue bonds which should occur at the Town Council meeting on February 24<sup>th</sup>. Any award of the bid/contract should be conditioned upon LGC approval.

One of the items that must be presented to the LGC is a final project budget. If this bid is accepted, then the Capital Project Ordinance must be updated to reflect the actual cost of construction so that it can serve as the final project budget. USDA recommends that the total budget for the project stay the same at this point so that a portion of the \$2.8 million in bonds is not de-obligated at this early stage. The cost savings due to the under-budget bid has been added to the contingency line item entitled "Contingency - Other". To protect to ensure that this money is not spent unnecessarily, the capital project ordinance does not allow the use of the "Contingency - Other" funds without specific Town Council approval. At the end of the project the bond will be issued only in the amount that the Town actually needed to complete the project, which should be less than \$2.8 million.

**COUNCIL ACTION REQUESTED:**

The Town Manager recommends that Town Council take action to: (1) award the construction bid to Hyatt Pipeline, LLC, in the amount of \$1,954,143, and approve the construction contract and its execution, all contingent upon LGC approval of the interim financing and later issuance of the USDA revenue bonds, and (2) adopt the Amended and Restated Capital Project Ordinance.



January 17, 2020

Town of Weaverville  
30 South Main Street  
PO Box 338  
Weaverville, NC 28787

Attn: Selena Coffey, Town Manager

RE: WR Project 02170809.00  
Recommendation of Award  
Water System Improvements

Dear Selena:

Bids for the Water System Improvements Project were opened on January 15, 2020, with a total of six bids being opened and examined. A summary of the bids is shown below, and a certified bid tabulation is attached to this letter.

<b>Contractor</b>	<b>Base Bid Amount</b>	<b>Alternate Bid Amount</b>	<b>Total Bid Amount</b>
Hyatt Pipeline, LLC	\$1,934,055.00	\$20,088.00	\$1,954,143.00
Merkel Bros. Construction, Inc.	\$2,013,535.00	\$27,000.00	\$2,040,535.00
Piedmont Utility Group, Inc.	\$2,031,187.90	\$27,421.20	\$2,058,609.10
Cooper Construction Company, Inc.	\$2,362,348.00	\$54,756.00	\$2,417,104.00
Central Builders, Inc.	\$2,464,241.00	\$43,200.00	\$2,507,441.00
King General Contractors, Inc.	\$2,549,531.68	27,864.00	\$2,577,395.68

We have reviewed the bids for completion and accuracy. The bid submitted by Hyatt Pipeline, LLC appears to be complete. However, their bid contained an error in the Alternate Bid Item. After contacting the bidder regarding this issue, they clarified this matter, but it did not impact their total bid for this alternate bid item. Their total bid for this project, including the Alternate Bid Item was \$1,954,143.00.

Hyatt Pipeline, LLC was the low bidder for both the base bid and the total bid (including the alternate bid item), and are below the previously established project budget. Based on our review of the qualifications of Hyatt Pipeline, LLC, it appears that the firm is properly licensed to perform the work required for this project. According to the North Carolina Licensing Board for General Contractor's website, the firm holds a current unlimited, public utilities contractor's license in the

State of North Carolina. Hyatt Pipeline, LLC met all the bid requirements. Therefore, WithersRavenel recommends that the Town of Weaverville award the construction contract to Hyatt Pipeline, LLC in the bid amount of **\$1,954,143.00** contingent upon the Town's staff and legal counsel review of and concurrence with the bid documents.

We look forward to continuing to assist the Town during the construction phase of the project. If you have any questions regarding this recommendation or the opening of bids, please do not hesitate to contact me.

Sincerely,

WithersRavenel



Randall D. Hintz, P.E.  
Project Manager

84 Coxe Avenue, Suite 260 | Asheville, NC 28801  
Office: 828.255.0313 | Mobile: 828.707.8388  
Email: rhintz@withersravenel.com

Attachments:

Certified Bid Tabulation  
Supporting Documentation

TOWN OF WEAVERVILLE  
WATER SYSTEM IMPROVEMENTS

Town of Weaverville Water System Improvements		Hyatt Pipeline, LLC PO Box 136 Canton, NC 28716		Central Builders, Inc. PO Box 1679 Rocky Mount, NC 27802		Cooper Construction Company, Inc. PO Box 806 Hendersonville, NC 28793		King General Contractors, Inc. PO Box 16278 Bristol, VA 24209		Merkel Bros. Construction, Inc. PO Box 370 - 1107 Meyers Street Greenville, TN 37744		Piedmont Utility Group, Inc. 681 NC 120 Hwy Mooresboro, NC 28114	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 51,000.00	\$ 51,000.00	\$ 73,500.00	\$ 73,500.00	\$ 53,000.00	\$ 53,000.00	\$ 32,500.00	\$ 32,500.00	\$ 50,000.00	\$ 50,000.00
2	12-Inch Pressure Class 350 Ductile Iron Water Line	LF	16,400	\$ 62.20	\$ 1,020,080.00	\$ 80.00	\$ 1,312,000.00	\$ 67.00	\$ 1,098,800.00	\$ 82.65	\$ 1,355,460.00	\$ 68.00	\$ 1,115,200.00
2	12-Inch Pressure Class 350 Ductile Iron Water Line with Mechanically Restrained Joints	LF	400	\$ 76.64	\$ 30,656.00	\$ 125.00	\$ 50,000.00	\$ 82.70	\$ 33,080.00	\$ 150.95	\$ 60,380.00	\$ 81.00	\$ 32,400.00
3	14-Inch HDPE Installed by HDD - Ollie Weaver Road	LF	125	\$ 420.00	\$ 52,500.00	\$ 410.00	\$ 51,250.00	\$ 680.00	\$ 85,000.00	\$ 559.25	\$ 69,906.25	\$ 500.00	\$ 62,500.00
4	14-Inch HDPE Installed by HDD - Clarks Chapel Road	LF	195	\$ 950.00	\$ 185,250.00	\$ 410.00	\$ 79,950.00	\$ 683.00	\$ 133,185.00	\$ 549.15	\$ 107,084.25	\$ 500.00	\$ 97,500.00
5	12-Inch Gate Valve	EA	3	\$ 2,875.00	\$ 8,625.00	\$ 4,000.00	\$ 12,000.00	\$ 2,945.00	\$ 8,835.00	\$ 4,148.60	\$ 12,448.80	\$ 2,700.00	\$ 8,100.00
6	6-Inch Gate Valve	EA	3	\$ 1,700.00	\$ 5,100.00	\$ 2,400.00	\$ 7,200.00	\$ 1,350.00	\$ 4,050.00	\$ 2,064.00	\$ 6,192.00	\$ 1,500.00	\$ 4,500.00
7	20-Inch x 12-Inch Tapping Sleeve and Valve	EA	1	\$ 18,400.00	\$ 18,400.00	\$ 40,000.00	\$ 40,000.00	\$ 23,130.00	\$ 23,130.00	\$ 19,103.70	\$ 19,103.70	\$ 17,000.00	\$ 17,000.00
8	Air Release Valve Assembly	EA	6	\$ 2,015.00	\$ 12,090.00	\$ 3,000.00	\$ 18,000.00	\$ 2,675.00	\$ 16,050.00	\$ 2,708.45	\$ 16,250.70	\$ 2,500.00	\$ 15,000.00
9	Fire Hydrant Assembly	EA	35	\$ 4,815.00	\$ 168,525.00	\$ 5,200.00	\$ 182,000.00	\$ 6,575.00	\$ 230,125.00	\$ 4,880.07	\$ 170,802.45	\$ 5,000.00	\$ 175,000.00
10	Blowoff Assembly	EA	5	\$ 2,800.00	\$ 14,000.00	\$ 3,000.00	\$ 15,000.00	\$ 3,783.00	\$ 18,915.00	\$ 2,888.00	\$ 14,440.00	\$ 3,000.00	\$ 15,000.00
11	Ductile Iron Fittings	LBS	16,000	\$ 3.85	\$ 61,600.00	\$ 1.00	\$ 16,000.00	\$ 9.26	\$ 148,160.00	\$ 8.86	\$ 141,760.00	\$ 2.50	\$ 40,000.00
12	Connection To Existing Stub-Out	EA	1	\$ 1,150.00	\$ 1,150.00	\$ 5,000.00	\$ 5,000.00	\$ 5,063.00	\$ 5,063.00	\$ 1,768.13	\$ 1,768.13	\$ 4,000.00	\$ 4,000.00
13	Excavation and Slope Stabilization for Fire Hydrant Installation	EA	3	\$ 2,600.00	\$ 7,800.00	\$ 3,000.00	\$ 9,000.00	\$ 770.00	\$ 2,310.00	\$ 1,560.55	\$ 4,681.65	\$ 500.00	\$ 1,500.00
14	Open Cut 20" Steel Casing With 12" DIP Carrier Pipe	LF	230	\$ 148.00	\$ 34,040.00	\$ 400.00	\$ 92,000.00	\$ 236.00	\$ 54,280.00	\$ 410.00	\$ 94,300.00	\$ 300.00	\$ 69,000.00
15	15-Inch RCP Culvert Replacement	LF	285	\$ 47.00	\$ 13,395.00	\$ 100.00	\$ 28,500.00	\$ 54.20	\$ 15,447.00	\$ 106.50	\$ 30,352.50	\$ 50.00	\$ 14,250.00
16	18-Inch RCP Culvert Replacement	LF	75	\$ 54.00	\$ 4,050.00	\$ 125.00	\$ 9,375.00	\$ 59.00	\$ 4,425.00	\$ 111.85	\$ 8,388.75	\$ 55.00	\$ 4,125.00
17	Asphalt Drive Repair	LF	430	\$ 48.00	\$ 20,640.00	\$ 50.00	\$ 21,500.00	\$ 42.40	\$ 18,232.00	\$ 19.10	\$ 8,213.00	\$ 35.00	\$ 15,050.00
18	Gravel Drive Repair	LF	760	\$ 5.50	\$ 4,180.00	\$ 35.00	\$ 26,600.00	\$ 16.70	\$ 12,692.00	\$ 20.08	\$ 15,260.80	\$ 10.00	\$ 7,600.00
19	Concrete Drive Repair	SY	15	\$ 110.00	\$ 1,650.00	\$ 600.00	\$ 9,000.00	\$ 160.00	\$ 2,400.00	\$ 428.75	\$ 6,431.25	\$ 70.00	\$ 1,050.00
20	Asphalt Milling and Overlay	SY	1,370	\$ 26.20	\$ 35,894.00	\$ 40.00	\$ 54,800.00	\$ 32.90	\$ 45,073.00	\$ 38.40	\$ 52,608.00	\$ 38.00	\$ 52,060.00
21	Asphalt Roadway Trench Repair - NCDOT Roads	LF	240	\$ 52.00	\$ 12,480.00	\$ 151.00	\$ 36,240.00	\$ 112.60	\$ 27,024.00	\$ 81.00	\$ 19,440.00	\$ 35.00	\$ 8,400.00
22	Roadway Trench Repair - non-NCDOT Roads	LF	130	\$ 32.00	\$ 4,160.00	\$ 151.00	\$ 19,630.00	\$ 67.60	\$ 8,788.00	\$ 19.05	\$ 2,476.50	\$ 35.00	\$ 4,550.00
23	Select Fill	CY	1,000	\$ 18.00	\$ 18,000.00	\$ 29.00	\$ 29,000.00	\$ 28.50	\$ 28,500.00	\$ 45.28	\$ 45,280.00	\$ 10.00	\$ 10,000.00
24	Rock Excavation	CY	500	\$ 50.00	\$ 25,000.00	\$ 10.00	\$ 5,000.00	\$ 148.00	\$ 74,000.00	\$ 38.36	\$ 19,180.00	\$ 20.00	\$ 10,000.00
25	Miscellaneous ABC Stone	TN	500	\$ 25.00	\$ 12,500.00	\$ 50.00	\$ 25,000.00	\$ 27.00	\$ 13,500.00	\$ 27.86	\$ 13,930.00	\$ 25.00	\$ 12,500.00
26	Silt Fence Outlet	LF	3,700	\$ 3.00	\$ 11,100.00	\$ 6.00	\$ 22,200.00	\$ 4.00	\$ 14,800.00	\$ 6.10	\$ 22,570.00	\$ 3.00	\$ 11,000.00
27	Silt Fence Outlet	EA	17	\$ 140.00	\$ 2,380.00	\$ 92.00	\$ 1,564.00	\$ 275.00	\$ 4,675.00	\$ 87.75	\$ 1,491.75	\$ 250.00	\$ 4,250.00
28	Pipe Inlet Protection	EA	28	\$ 45.00	\$ 1,260.00	\$ 94.00	\$ 2,632.00	\$ 205.50	\$ 5,754.00	\$ 164.00	\$ 4,592.00	\$ 150.00	\$ 4,200.00
29	Check Dam	EA	140	\$ 40.00	\$ 5,600.00	\$ 65.00	\$ 9,100.00	\$ 206.00	\$ 28,840.00	\$ 95.50	\$ 13,370.00	\$ 7,000.00	\$ 21,000.00
30	Temporary Ditch Lining	LF	2,600	\$ 1.00	\$ 2,600.00	\$ 7.00	\$ 18,200.00	\$ 4.50	\$ 11,700.00	\$ 12.60	\$ 32,760.00	\$ 5.00	\$ 13,000.00
31	Site Restoration	LS	1	\$ 10,725.00	\$ 10,725.00	\$ 75,000.00	\$ 75,000.00	\$ 53,000.00	\$ 53,000.00	\$ 34,100.00	\$ 34,100.00	\$ 38,000.00	\$ 38,000.00
				Total Base Bid	\$ 1,934,055.00	Total Base Bid	\$ 2,464,241.00	Total Base Bid	\$ 2,362,348.00	Total Base Bid	\$ 2,549,531.68	Total Base Bid	\$ 2,013,535.00
Item No.	Alternate Item Description	Unit	Est. Quan.	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
1	Intersection of Monticello Rd. and Ollie Weaver Rd - Bore and Jack 20" Steel Casing with 12" DIP Carrier Pipe	LF	54	\$ 372.00	\$ 20,088.00	\$ 800.00	\$ 43,200.00	\$ 1,014.00	\$ 54,756.00	\$ 516.00	\$ 27,864.00	\$ 500.00	\$ 27,000.00
				Total Alternate Bid	\$ 20,088.00	Total Alternate Bid	\$ 43,200.00	Total Alternate Bid	\$ 54,756.00	Total Alternate Bid	\$ 27,864.00	Total Alternate Bid	\$ 27,000.00
				Total Bid	\$ 1,954,143.00	Total Bid	\$ 2,507,441.00	Total Bid	\$ 2,417,104.00	Total Bid	\$ 2,577,395.68	Total Bid	\$ 2,058,609.10

\* The unit price originally reflected on the bid for this item was indicative of a lump sum amount. After consultation with the bidder, it was determined that the bidder's extended price was correctly reflected on the bid form and the unit price should have been corrected to reflect that intention. Based on documentation provided by the bidder, the unit price for this item has been corrected to \$372.00.

This is to certify that the bids tabulated herein were publicly opened and read aloud at 2:00 p.m. on the 15th day of January, 2020, in the Town Hall Community Room at 30 S. Main Street, Weaverville, North Carolina, and that said bids were accompanied by acceptable certified bidder's bonds in the amount of 5% of the bid.



**CAPITAL PROJECT ORDINANCE  
FOR THE WATERLINE EXTENSION PROJECT**

**BE IT ORDAINED** by Town Council of the Town of Weaverville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following capital project ordinance is hereby adopted:

**Section 1.** The project authorized is to be known as the “Waterline Extension Project” and extends the Town’s water system by completing a new 12-inch main waterline on Clarks Chapel Road and Ollie Weaver Road for the purpose of improving the Town’s water distribution system reliability and operations.

**Section 2.** The Town Manager, Finance Officer/Director, Public Works Director and other officers and employees are hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes, the USDA loan agreements, and the budget contained herein.

**Section 3.** The following revenues and resources are anticipated to be available to complete the project activities:

Appropriation from Water Fund		\$170,600
Interim Financing/USDA Loan		\$2,800,000
<b>Total Project Revenues</b>		<b>\$2,970,600</b>

**Section 4.** The following expenditures are hereby appropriated for the project activities:

Construction		\$2,329,200
Engineering Fees		\$405,000
Legal Services (Bond Counsel)		\$10,000
Legal Services (Local Attorney)		\$5,000
Administrative Costs		\$5,000
Contingencies		\$126,400
Interest - Interim Financing		\$90,000
<b>Total Project Expenditures</b>		<b>\$2,970,600</b>

**Section 5.** The Town of Weaverville Finance Office is hereby directed to maintain within the Capital Project Fund established with this ordinance, sufficient detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes and to comply with USDA funding requirements.

**Section 6.** The Budget Officer and/or Finance Officer is directed to include a detailed analysis of past and future costs and revenues of this capital project in every budget submission made to Town Council.

**Section 7.** The Finance Officer is directed to report at least quarterly on the financial status of each project element in Section 4 and the revenues received or expected on the project.

**Section 8.** The Town Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any further direction, authorization, or consent, including without limitation any and all contract documents, change orders, or any other such documents as may be necessary to give direction to engineers, contractors, and others in completing this capital project, subject to compliance with law.

**Section 9.** The Town Manager is authorized to transfer appropriations within the various line items of this capital project ordinance as she, in her discretion, deems necessary and if allowable by law.

**Section 10.** The Town Manager shall from time to time report to Town Council as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

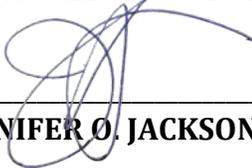
**Section 11.** Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

**Section 12.** This ordinance shall be effective immediately upon adoption but shall not be codified.

**ADOPTED THIS** the 25th day of February, 2019, by a vote of 5 in favor and 0 against.

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

**ATTESTED BY:**  
  
\_\_\_\_\_  
**DEREK HUNINGHAKE**, Town Clerk

**APPROVED AS TO FORM:**  
  
\_\_\_\_\_  
**JENNIFER O. JACKSON**, Town Attorney

**AMENDED AND RESTATED  
CAPITAL PROJECT ORDINANCE  
FOR THE WATERLINE EXTENSION PROJECT**

**BE IT ORDAINED** by Town Council of the Town of Weaverville, North Carolina, that, pursuant to Section 13.2 of Chapter 159 of the General Statutes of North Carolina, the following amended and restated capital project ordinance is hereby adopted:

**Section 1.** The project authorized is to be known as the “Waterline Extension Project” and extends the Town’s water system by completing a new 12-inch main waterline on Clarks Chapel Road and Ollie Weaver Road for the purpose of improving the Town’s water distribution system reliability and operations.

**Section 2.** The Town Manager, Finance Officer/Director, Public Works Director and other officers and employees are hereby directed to proceed with the capital project within the terms and provisions of Chapter 159 of the North Carolina General Statutes, the USDA loan agreements, and the budget contained herein.

**Section 3.** The following revenues and resources are anticipated to be available to complete the project activities:

Appropriation from Water Fund		\$170,600
Interim Financing/USDA Loan		\$2,800,000
<b>Total Project Revenues</b>		<b>\$2,970,600</b>

**Section 4.** The following expenditures are hereby appropriated for the project activities:

Construction		\$1,954,143
Engineering Fees		\$405,000
Legal Services - Bond Counsel		\$10,000
Legal Services - Local		\$5,000
Administrative Costs		\$5,000
Contingency – Construction (5%)		\$97,757
Contingency – Other		\$403,700
Interest – Interim Financing		\$90,000
<b>Total Project Expenditures</b>		<b>\$2,970,600</b>

**Section 5.** The Town of Weaverville Finance Office is hereby directed to maintain within the Capital Project Fund established with this ordinance, sufficient detailed accounting records to provide accounting information as required by Chapter 159 of the North Carolina General Statutes and to comply with USDA funding requirements.

**Section 6.** The Budget Officer and/or Finance Officer is directed to include a detailed analysis of past and future costs and revenues of this capital project in every budget submission made to Town Council.

**Section 7.** The Finance Officer is directed to report at least quarterly on the financial status of each project element in Section 4 and the revenues received or expected on the project.

**Section 8.** The Town Manager is hereby authorized and empowered to execute any and all documents necessary to commence, carry out, and complete the capital project set forth herein without any further direction, authorization, or consent, including without limitation any and all contract documents, change orders, or any other such documents as may be necessary to give direction to engineers, contractors, and others in completing this capital project, subject to compliance with law.

**Section 9.** The Town Manager is authorized to transfer appropriations within the various line items of this capital project ordinance except for the contingency line item entitled "Contingency – Other", as she, in her discretion, deems necessary and if allowable by law. Funds budgeted within the contingency line item entitled "Contingency – Other" cannot be expended without Town Council approval.

**Section 10.** The Town Manager shall from time to time report to Town Council as they shall direct as to the status of completion of the capital project and/or the status of the budget for the capital project.

**Section 11.** Copies of this capital project ordinance shall be furnished to the Town Clerk, the Budget Officer, and the Finance Officer for direction in carrying out this project.

**Section 12.** This ordinance amends and restates that capital project ordinance that was adopted by Town Council on February 25, 2019.

**Section 13.** This ordinance shall be effective immediately upon adoption but shall not be codified.

**ADOPTED THIS** the 27th day of January, 2020, by a vote of \_\_\_ in favor and \_\_\_ against.

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**ALLAN P. ROOT**, Mayor

**ATTESTED BY:**

**APPROVED AS TO FORM:**

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**DEREK HUNINGHAKE**, Town Clerk

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**JENNIFER O. JACKSON**, Town Attorney

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between Town of Weaverville (“Owner”) and  
Hyatt Pipeline, LLC (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The project intends to install public water distribution lines along Clarks Chapel Road and Ollie Weaver Road in Weaverville, North Carolina. The project includes approximately 17,600 feet of new 12-inch water lines, hydrants, valves, and appurtenances.

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is known as the Water System Improvement project.

**ARTICLE 3 – ENGINEER**

3.01 The Project has been designed by WithersRavenel.

3.02 The Owner has retained WithersRavenel (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Days*

A. The Work will be substantially completed within 335 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 365 days after the date when the Contract Times commence to run.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the

delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### ~~4.04 — Special Damages [Deleted]~~

- ~~A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.~~
- ~~B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.~~

### ARTICLE 5 – CONTRACT PRICE

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
- A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item) **as shown on the Bid form**. The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

### ARTICLE 6 – PAYMENT PROCEDURES

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

## 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **25th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. **95** percent of Work completed (with the balance being retainage); ~~If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage and~~
    - b. **95** percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
- B. Upon Substantial Completion **of the entire construction to be provided under the Contract Documents**, Owner shall pay an amount sufficient to increase total payments to Contractor to **100** percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions and less **200** percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

## 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

## **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of **8** percent per annum.

## **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. General Conditions
  - 5. Supplementary Conditions
  - 6. Specifications as listed in the table of contents of the Project Manual
  - 7. Drawings as listed in Section 00850 – Drawing Index
  - 8. Addenda (numbers 1 to 3, inclusive)

9. Exhibits to this Agreement (enumerated as follows):
  - a. Contractor's Bid
10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
  - a. Notice to Proceed.
  - b. Work Change Directives.
  - c. Change Orders.
  - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

### **10.03 Successors and Assigns**

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

### **10.04 Severability**

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

### **10.05 Contractor's Certifications**

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:

1. “corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
2. “fraudulent practice” means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
3. “collusive practice” means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
4. “coercive practice” means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

#### 10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or “track changes” (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on (Effective Date of Agreement) (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

Town of Weaverville

Hyatt Pipeline, LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Address for giving notices:

15 Quarry Road

Address for giving notices:

PO Box 136

Weaverville, NC 28787

Canton, NC 28716

License No.: 75332

*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

Town of Weaverville Water System Improvement				Base Bid Schedule	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Price
1	Mobilization	LS	1	\$ 51,000.	\$ 51,000.
2	12-Inch Pressure Class 350 Ductile Iron Water Line	LF	16,400	\$ 62.20	\$ 1,020,080.
3	12-Inch Pressure Class 350 Ductile Iron Water Line with Mechanically Restrained Joints	LF	400	\$ 76.64	\$ 30,656.
3	14-Inch HDPE Installed by HDD - Ollie Weaver Road	LF	125	\$ 420.	\$ 52,500.
4	14-Inch HDPE Installed by HDD - Clarks Chapel Road	LF	195	\$ 950.	\$ 185,250.
5	12-Inch Gate Valve	EA	30	\$ 2875	\$ 86,250.
6	6-Inch Gate Valve	EA	3	\$ 1,700.	\$ 5,100.
7	20-Inch x 12-Inch Tapping Sleeve and Valve	EA	1	\$ 18,400.	\$ 18,400.
8	Air Release Valve Assembly	EA	6	\$ 2,015.	\$ 12,090.
9	Fire Hydrant Assembly	EA	35	\$ 4,815.	\$ 168,525.
10	Blowoff Assembly	EA	5	\$ 2,800.	\$ 14,000.
11	Ductile Iron Fittings	LBS	16,000	\$ 3.85	\$ 61,600.
12	Connection To Existing Stub-Out	EA	1	\$ 1,150.	\$ 1,150.
13	Excavation and Slope Stabilization for Fire Hydrant Installation	EA	3	\$ 2,600.	\$ 7,800.
14	Open Cut 20" Steel Casing With 12" DIP Carrier Pipe	LF	230	\$ 148.	\$ 34,040.
15	15-Inch RCP Culvert Replacement	LF	285	\$ 47.	\$ 13,395.
16	18-Inch RCP Culvert Replacement	LF	75	\$ 54.	\$ 4,050.
17	Asphalt Drive Repair	LF	430	\$ 48.	\$ 20,640.
18	Gravel Drive Repair	LF	760	\$ 5.50	\$ 4,180.
19	Concrete Drive Repair	SY	15	\$ 110.	\$ 1,650.
20	Asphalt Milling and Overlay	SY	1,370	\$ 26.20	\$ 35,894.
21	Asphalt Roadway Trench Repair - NCDOT Roads	LF	240	\$ 52.	\$ 12,480.
22	Asphalt Roadway Trench Repair - non-NCDOT Roads	LF	130	\$ 32.	\$ 4,160.
23	Select Fill	CY	1,000	\$ 18.	\$ 18,000.
24	Rock Excavation	CY	500	\$ 50.	\$ 25,000.
25	Miscellaneous ABC Stone	TN	500	\$ 25.	\$ 12,500.
26	Silt Fence	LF	3,700	\$ 3.	\$ 11,100.
27	Silt Fence Outlet	EA	17	\$ 140.	\$ 2,380.
28	Pipe Inlet Protection	EA	28	\$ 45.	\$ 1,260.
29	Check Dam	EA	140	\$ 40.	\$ 5,600.
30	Temporary Ditch Lining	LF	2,600	\$ 1.	\$ 2,600.
31	Site Restoration	LS	1	\$ 10,725	\$ 10,725.
				Total Base Bid \$	1,934,055.

**ONE MILLION NINE HUNDRED THIRTY-FOUR FIFTY-FIVE DOLLARS**

(Write Out In Words)

## BID BOND

Any singular reference to Bidder, Surety, Owner or other party shall be considered plural where applicable.

---

**BIDDER (Name and Address):**

Hyatt Pipeline, LLC  
492 Buckeye Cove Road  
Canton, NC 28716

**SURETY (Name, and Address of Principal Place of Business):**

Granite Re, Inc.  
14001 Quailbrook Drive  
Oklahoma City, OK 73134

**OWNER (Name and Address):**

Town of Weaverville  
15 Quarry Road  
Weaverville, NC 28787

**BID**

Bid Due Date: January 15, 2020

Description (Project Name— Include Location): Water System Improvement

The project intends to install public water distribution lines along Clarks Chapel Road and Ollie Weaver Road in Weaverville, North Carolina. The project includes approximately 17,600 feet of new 12-inch water lines, hydrants, valves, and appurtenances.

**BOND**

Bond Number: HPL011520

Date: 01/15/2020

Penal sum Five Percent of Amount Bid \$ (5%)  
(Words) (Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

**BIDDER**

**SURETY**

Hyatt Pipeline, LLC (Seal)

Granite Re, Inc. (Seal)

Bidder's Name and Corporate Seal

Surety's Name and Corporate Seal

By: Nicole Hyatt  
Signature

By: Heather Rutan  
Signature (Attach Power of Attorney)

Nicole Hyatt  
Print Name

Heather Rutan  
Print Name

Owner  
Title

Attorney-in-Fact  
Title

Attest: Robert J Hyatt  
Signature Robert J Hyatt

Attest: James Richardson  
Signature James Richardson

Title Witness

Title Witness

*Note: Addresses are to be used for giving any required notice.*

*Provide execution by any additional parties, such as joint venturers, if necessary.*

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond shall be

Owner's sole and exclusive remedy upon default of Bidder.

2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
  - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2 All Bids are rejected by Owner, or
  - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.



**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:  
Town of Weaverville  
15 Quarry Road  
Weaverville, NC 28787

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 90 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	12/19/19
2	1/10/20
3	1/10/20

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work **and including all American Iron and Steel requirements.**

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.

- E. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and

4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

**See Attached Bid Form**

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

5.02 Alternate Bid Items: The alternate bid items include boring and jacking water line extensions under roadways. The Total Alternate Bid price shown below will be considered an addition to the Total Base Bid cost shown on the attached Base Bid Form [Total Bid Price = Total Base Bid + Total Alternate Bid]. Owner reserves the right to accept or decline any and all alternate bid items and can use the pricing in the evaluation of bids.

Item No.	Alternate Item Description	Unit	Est. Quan.	Unit Price	Extended Price
1	Intersection of Monticello Rd. and Ollie Weaver Rd – Bore and Jack 20" Steel Casing with 12" DIP Carrier Pipe	LF	54	\$ 20,088	\$ 20,088
<b>Total Alternate Bid</b>					<b>\$ 20,088</b>

**ARTICLE 6 – TIME OF COMPLETION**

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

7.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security; in an amount of 5% of the total price bid in the form of a (CIRCLE ONE):

Bid Bond

Certified Check

Cashier's Check

- B. 00300 - Information Available To Bidder's - Acknowledgement
- C. 00340 - Non-collusive Affidavit
- D. 00410 - Bid Form - Addenda Acknowledgement
- E. 00421 - E-Verify Affidavit
- F. Identification of HUB Certified/Minority Business Participation
- G. State of North Carolina Affidavit A or Affidavit B, as applicable
- H. Contractor License
- I. **If Bid amount exceeds \$10,000, signed Compliance Statement (RD 400-6). Refer to specific equal opportunity requirements set forth in the Supplemental General Conditions;**
- J. **If Bid amount exceeds \$25,000, signed Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions (AD-1048);**
- K. **If Bid amount exceeds \$100,000, signed RD Instruction 1940-Q, Exhibit A-1, Certification for Contracts, Grants, and Loans.**
- L. **Manufacturers' Certification letter of compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in these Contract Documents.**

#### **ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Hyatt Pipeline, LLC

By:  
*[Signature]*

Nicole Hyatt

*[Printed name]*

Nicole Hyatt

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:  
*[Signature]*

Robert J Hyatt

*[Printed name]*

ROBERT J Hyatt

Title:

Program Manager

Submittal Date:

1/15/2020

Address for giving notices:

PO Box 136

492 Buckeye Cove Rd.

Canton, NC 28716

Telephone Number:

(828) 564-1654

Fax Number:

N/A

Contact Name and e-mail address:

Rob Hyatt

robhyatt1966@gmail.com

Bidder's License No.:

75332

*(where applicable)*

SECTION 00300  
INFORMATION AVAILABLE TO BIDDERS

The following information is available:

(Information Available To Bidders 1)

(Information Available To Bidders 2)

Prior to reviewing the information and/or Report(s), interested Bidders will be required to sign a release form stating that it is understood the information is for general information purposes only; no warranties or guarantees are implied. A copy of the report(s) is attached to the end of this section.

"CONTRACTOR" hereby acknowledges and agrees that the following information and/or report(s) are provided by OWNER solely for general information purposes and are not part of the Contract Documents; no warranties or guarantees are implied.

CONTRACTOR: Hyatt Pipeline, LLC  
(Name of Company)

Accepted By: Ralph J. Hyatt  
(Name of the CONTRACTOR's Representative)

Title: PROGRAM MANAGER  
(Title of the CONTRACTOR's Representative)

Date: 1/15/2020

END OF SECTION

SECTION 00340  
NON-COLLUSIVE AFFIDAVIT

Nicole Hyatt

being first duly sworn, deposes and says that:

1. He/She is the Owner (OWNER, Partner, Officer, Representative or Agent) of Hyatt Pipeline, LLC (the Bidder that has submitted the attached Bid);
2. He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Work for which the attached Bid has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

Dated:

1-14-20

Hyatt Pipeline, LLC

(CONTRACTOR)

By:

Nicole Hyatt

State Of:

Arkansas

County Of:

Sebastian

Subscribed and sworn to before me this

14<sup>th</sup>

Day of

January, 2020

Notary Public

[Signature]

My commission expires:

07/31/2028

BENJAMIN CULLEN
NOTARY PUBLIC-STATE OF ARKANSAS
SEBASTIAN COUNTY
My Commission Expires 07-31-2028
Commission # 12706360

END OF SECTION

SECTION 00412  
E-VERIFY AFFIDAVIT

State of Arkansas  
County of Sebastian

NOW COMES Affiant, first being sworn, deposes and says as follows

- 1. I have submitted a bid for contract or desire to enter into a contract with the Town of Weaverville;
- 2. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that I am aware of and in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States I verify the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

I employ less than twenty-five (25) employees in the State of North Carolina.

- 3. As part of my duties and responsibilities pursuant to said bid and/or contract, I attest that to the best of my knowledge any subcontractors employed as a part of this bid and/or contract are in compliance with the requirements of E-Verify, Article 2 of Chapter 64 of the North Carolina General Statutes, to include (mark which applies):

After hiring an employee to work in the United States the subcontractor verifies the work authorization of said employee through E-Verify and retain the record of the verification of work authorization while the employee is employed and for one year thereafter; or

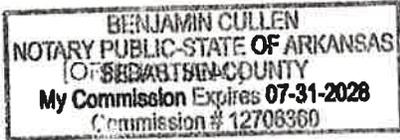
Employ less than twenty-five (25) employees in the State of North Carolina.

Specify subcontractor JIS Company LLC

This the 14 day of January 20 20

Mial H  
Affiant

Sworn to and subscribed before me, this the 14<sup>th</sup> day of January 20 20



B C  
Notary Public

My Commission Expires 07/31/2028

END OF SECTION



# State of North Carolina AFFIDAVIT A - Listing of Good Faith Efforts

County of Haywood

Affidavit of Hyatt Pipeline, LLC (Name of Bidder)

I have made a good faith effort to comply under the following areas checked:

**Bidders must earn at least 50 points from the good faith efforts listed for their bid to be considered responsive.** (1 NC Administrative Code 30 I.0101)

- 1 - (10 pts) Contacted minority businesses that reasonably could have been expected to submit a quote and that were known to the contractor, or available on State or local government maintained lists, at least 10 days before the bid date and notified them of the nature and scope of the work to be performed.
- 2 - (10 pts) Made the construction plans, specifications and requirements available for review by prospective minority businesses, or providing these documents to them at least 10 days before the bids are due.
- 3 - (15 pts) Broken down or combined elements of work into economically feasible units to facilitate minority participation.
- 4 - (10 pts) Worked with minority trade, community, or contractor organizations identified by the Office of Historically Underutilized Businesses and included in the bid documents that provide assistance in recruitment of minority businesses.
- 5 - (10 pts) Attended prebid meetings scheduled by the public owner.
- 6 - (20 pts) Provided assistance in getting required bonding or insurance or provided alternatives to bonding or insurance for subcontractors.
- 7 - (15 pts) Negotiated in good faith with interested minority businesses and did not reject them as unqualified without sound reasons based on their capabilities. Any rejection of a minority business based on lack of qualification should have the reasons documented in writing.
- 8 - (25 pts) Provided assistance to an otherwise qualified minority business in need of equipment, loan capital, lines of credit, or joint pay agreements to secure loans, supplies, or letters of credit, including waiving credit that is ordinarily required. Assisted minority businesses in obtaining the same unit pricing with the bidder's suppliers in order to help minority businesses in establishing credit.
- 9 - (20 pts) Negotiated joint venture and partnership arrangements with minority businesses in order to increase opportunities for minority business participation on a public construction or repair project when possible.
- 10 - (20 pts) Provided quick pay agreements and policies to enable minority contractors and suppliers to meet cash-flow demands.

The undersigned, if apparent low bidder, will enter into a formal agreement with the firms listed in the Identification of Minority Business Participation schedule conditional upon scope of contract to be executed with the Owner. Substitution of contractors must be in accordance with GS143-128.2(d) Failure to abide by this statutory provision will constitute a breach of the contract.

The undersigned hereby certifies that he or she has read the terms of the minority business commitment and is authorized to bind the bidder to the commitment herein set forth.

Date: 1-14-20 Name of Authorized Officer: Nicole Hyatt  
Signature: [Signature]  
Title: Owner



State of Arkansas County of Sebastian  
Subscribed and sworn to before me this 14<sup>th</sup> day of January 2020  
Notary Public [Signature]  
My commission expires 07/31/2028

January 2, 2020

Dear Estimator:

Re: Town of Weaverville – Water System Improvement Project

**PROJECT SPECS:**

The project intends to install public water distribution lines along Clarks Chapel Road and Ollie Weaver Road in Weaverville, North Carolina. The project includes approximately 17,600 feet of new 12-inch water lines, hydrants, valves and appurtenances.

**Bid Date: Wednesday, January 15, 2020; 2:00 p.m.**

Hyatt Pipeline, LLC is soliciting bids from qualified **MBE/WBE/HUB** subcontractors and suppliers to bid on the above project. We plan to subcontract in the areas of:

**Asphalt milling, asphalt paving and patching, and concrete curbing**

Drawings and Specifications are available for viewing by appointment at: Hyatt Pipeline, LLC, 492 Buckeye Cove Road, Canton NC or at Weaverville Public Works, 15 Quarry Road, Weaverville, NC 28787. Complete digital bidding documents are available at <http://withersravenel.com/bid/> or <https://www.questcdn.com/>. You may download the digital documents for \$15 by inputting Quest project 6613172 on the websites search page. Please contact QuestCDN at (952) 233-1632 or [info@questcdn.com](mailto:info@questcdn.com) for assistance with digital documents.

Hyatt Pipeline is willing to discuss any special needs which would enable your company to more readily submit a quote.

We accept bids based on portions of job broken down into economically feasible units to increase your likelihood of submitting a successful bid.

If you are interested in supplying materials or subcontracting we need your quotes no later than 24 hours before the bid date. Quotes may be emailed: [mdriscoll.hyattpipeline@gmail.com](mailto:mdriscoll.hyattpipeline@gmail.com) or mailed: PO Box 136, Canton, NC 28716.

Please call Mike Driscoll at 864-915-3508 with any questions you may have. Thank you for your time regarding this matter.

Sincerely,  
Hyatt Pipeline, LLC

Robert Hyatt  
Operations Manager

Emailed 1/2/2020  
71

Change Search | New Search

**Search Criteria:**

**HUB Certification:** Yes

**County:** 'BUNCOMBE', 'HAYWOOD', 'HENDERSON', 'JACKSON', 'MADISON', 'MCDOWELL', 'MITCHELL', 'POLK', 'TRANSYLVANIA', 'WATAUGA', 'YANCEY'

**Construction Codes:** 02700 - Bases, Ballasts, Pavements, and Appurtenances, 02800 - Site Improvements and Amenities

**Hub Status Abbreviation:**

M = Minority, W = Female, D = Disabled, SE = Socially and Economically Disadvantaged, DBE = Disabled Business Enterprise

*Called 11/8/2020*

Page 1 of 2

Total of 18 records found

12							
Company Name	Address	City, State	County	Zip	Contact Info	HUB	Small Bus.
<del>Brock Mountain Land Company LLC HUB</del>	2 Monticello Village Dr, 101B	Weaverville, NC	BUNCOMBE	28787	Contact: Brock, Cindy Phone: 828-774-3772 x  TollFree: 828-774-3772 Email: <a href="mailto:clbrock@brockmlc.com">clbrock@brockmlc.com</a>	W	No
<del>Brockmeier Grading, Inc.</del>	PO BOX 775	Swannanoa, NC	BUNCOMBE	28778	Contact: Reed, Tina Phone: 828-776-1362 x  TollFree: 828-776-1362 Email: <a href="mailto:BROCKMEIERGRADINGINC@GMAIL.COM">BROCKMEIERGRADINGINC@GMAIL.COM</a>	W	No
<del>Carolina Cornerstone Construction, Inc.</del>	P.O. Box 6779	Asheville, NC	BUNCOMBE	28816	Contact: MacAlister, Robin Phone: 828-515-0223 x Fax: 828-515-0381  Email: <a href="mailto:ccci@carolinacornerstoneconst.net">ccci@carolinacornerstoneconst.net</a>	W	Yes
<del>Construction &amp; Landscape Services, Inc</del>	PO Box 1180	Marshall, NC	MADISON	28753	Contact: Bradley, Michelle Phone: 828-649-9391 x Fax: 828-649-9391  Email: <a href="mailto:cls_inc@frontier.com">cls_inc@frontier.com</a>	W	Yes
<del>Diversified Building Solutions, Inc.</del>	Po Box 3043	Boone, NC	WATAUGA	28607	Contact: Shukis, Elizabeth Phone: 828-265-3681 x Fax: 828-265-5227  Email: <a href="mailto:elizabethshukis@gmail.com">elizabethshukis@gmail.com</a>	W	Yes
<del>GawkStopper Site Security Co, LLC</del>	378 Mtn. Magnolia Ln	Mills River, NC	HENDERSON	28759-7685	Contact: Allison, Donna Phone: 828-243-9103 x  TollFree: 855-542-9537 Email: <a href="mailto:Donna@GawkStopper.com">Donna@GawkStopper.com</a>	W	Yes
<del>haizlipstudio</del>	30 Sherwood Road	Asheville, NC	BUNCOMBE	28803	Contact: Haizlip, Mary Phone: 888-495-3064 x Fax: 901-527-3866	W	No

*Left Message*

*No Do Not do Paving*

*Left Message*

*Went to fax No answering option*

					TollFree: 888-495-3064 Email: <a href="mailto:mary@haizlipstudio.com">mary@haizlipstudio.com</a>		
<del>Hamilton Hauling LLC</del>	21 Dogwood Rd	Candler, NC	BUNCOMBE	28715	Contact: Hamilton, John Phone: 828-367-5199 x Fax: (704)973-9537  Email: <a href="mailto:hamiltonhauling@hotmail.com">hamiltonhauling@hotmail.com</a>	M	No
<del>Harper's Professionals</del>	2617 Sweeten Creek Rd.	Asheville, NC	BUNCOMBE	28803	Contact: Harper, Shane Phone: 828-785-2222 x  TollFree: 828-785-2222 Email: <a href="mailto:shaneharper828@yahoo.com">shaneharper828@yahoo.com</a>	M	Yes
<del>ils company llc</del>	P.O. Box 1265	Skyland, NC	BUNCOMBE	28776	Contact: hart, tommy Phone: 828-684-7776 x Fax: 828-684-7724  Email: <a href="mailto:tommy@ilscompanyllc.com">tommy@ilscompanyllc.com</a>	W	Yes
<del>K and T Construction Company</del>	1065 Upper Pig Pen Road	Green Mountain, NC	YANCEY	28740-6270	Contact: Goodson, Tammy Phone: 828-682-1684 x  Email: <a href="mailto:kandtconstructioncompany@gmail.com">kandtconstructioncompany@gmail.com</a>	W	Yes
<del>Mitchell Stump Recycling &amp; Mulch Products</del>	6508 Highway 9 North	Mill Spring, NC	POLK	28756	Contact: Mitchell, Jatana Phone: 828-777-2872 x  Email: <a href="mailto:jatana@mitchcontracting.com">jatana@mitchcontracting.com</a>	W	Yes
<del>Mountain Solutions United States</del>	1454 ASHWORTH ROAD	Marion, NC	MCDOWELL	28752	Contact: Davis, Christie Phone: 828-708-2817 x  Email: <a href="mailto:cbrickel@att.net">cbrickel@att.net</a>	W	Yes
<del>Owle Construction LLC</del>	120 Hoot Owl Road	Whittier, NC	JACKSON	28789	Contact: Weber, Dean Phone: 828-497-8900 x Fax: 828-497-4843  Email: <a href="mailto:dweber@owleconstruction.com">dweber@owleconstruction.com</a>	M	No
<del>ProCon Staffing LLC</del>	PO Box 8506	Asheville, NC	BUNCOMBE	28814	Contact: Brock, Cindy Phone: 888-519-0347 x Fax: 888-519-0348  Email: <a href="mailto:clbrock@procstaff.com">clbrock@procstaff.com</a>	W	Yes
12							

Yes

Left Message

Left Message

GC

# IPS

interactive purchasing system

State of North Carolina  
electronic Vendor Portal System

Search for Vendor Information

Change Search    New Search

**Search Criteria:**

**HUB Certification:** Yes

**County:** 'BUNCOMBE' , 'HAYWOOD' , 'HENDERSON' , 'JACKSON' , 'MADISON' , 'MCDOWELL' , 'MITCHELL' , 'POLK' , 'TRANSYLVANIA' , 'WATAUGA' , 'YANCEY'

**Construction Codes:** 02700 - Bases, Ballasts, Pavements, and Appurtenances, 02800 - Site Improvements and Amenities

**Hub Status Abbreviation:**

M = Minority, W = Female, D = Disabled, SE = Socially and Economically Disadvantaged, DBE = Disabled Business Enterprise

Page 2 of 2

Total of 18 records found

12							
<u>Company Name</u>	<u>Address</u>	<u>City, State</u>	<u>County</u>	<u>Zip</u>	<u>Contact Info</u>	<u>HUB</u>	<u>Small Bus.</u>
Riverside Stump Dump, Inc.	620 Riverside Drive	Asheville, NC	BUNCOMBE	28801	Contact: Ray, Clara Phone: 828-258-7339 x Fax: 828-258-7379  Email: <a href="mailto:stumpdump123@yahoo.com">stumpdump123@yahoo.com</a>	W	Yes
<del>Sky Clean Inc</del>	693 Brevard Rd	Asheville, NC	BUNCOMBE	28806	Contact: Parton, Chris Phone: 828-775-9944 x Fax: 828-348-5003  Email: <a href="mailto:chris@skycleanwindows.com">chris@skycleanwindows.com</a>	W	Yes
<del>The J.W. Hampton Company</del>	3632 Old 421 South	Boone, NC	WATAUGA	28607	Contact: Smith, Cherie Phone: 828-264-7103 x Fax: 828-264-7107  Email: <a href="mailto:cherie@jwhamptoncompany.com">cherie@jwhamptoncompany.com</a>	W	No
12							

*Not paving  
Can dump*

**The purpose of Subnet is to post/identify subcontracting opportunities (solicitations/NSS/events). Marketing material posted will be removed by SBA and will result in account closure.**

Business Information

All Solicitations/NSS

Solicitations/NSS Details



**Business Name:** Hyatt Pipeline LLC

**Solicitation POC**

**Solicitation:** SOL-HP1152020

First Name: Robert

Last Name: Hyatt

Phone:

Ext:

Fax:

Email: robhyatt1966@gmail.com

**Type of Business Being Solicited**

Women-Owned Small Business, Disadvantaged Business Enterprise (DBE), SBA Certified HUBZone Small Business (HUBZone SB), Women-Owned Small Business under the SBA Women-Owned Small Business Program, Tribally Owned

**Place of Performance**

NC: Asheville

**Performance Start Date**

03/01/2020

**NAICS Code**

237110 Water and Sewer Line and Related Structures Construction

**Solicitation Closing Date**

01/15/2020 - 2:00 AM

Time Zone: EST

**Additional NAICS Code**

N/A

***Is this Solicitation inappropriate? (Click here if this posting contains inappropriate or potentially offensive content. If checked, the Solicitation will be reviewed and removed if necessary)***

**Brief Solicitation Description**

Town of Weaverville - Water System Improvement Project

17600 Fee

**Files Attached:**

There are no files attached to this Solicitation.

*Would not upload file*

License Year

2020

License No.

75332

# North Carolina

## Licensing Board for General Contractors

This is to Certify That:

Hyatt Pipeline, LLC  
Canton, NC

is duly registered and entitled to practice

### General Contracting

Limitation: Unlimited  
Classification: PU (Water Lines & Sewer Lines)

until

December 31, 2020

when this Certificate expires.  
Witness our hands and seal of the Board.

Dated, Raleigh, N.C.

January 1, 2020

This certificate may not be altered.



*J. P. [Signature]*  
Chairman

*C. Hank Wiener*  
Secretary-Treasurer

COMPLIANCE STATEMENT

This statement relates to a proposed contract with \_\_\_\_\_

Town of Weaverville

(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I  have,  have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I  have,  have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.  
 If the proposed contract is for \$50,000 or more: or  If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I  have,  have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract,  I have,  have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR  
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE 1/15/2020

Nicole Hyatt  
(Signature of Bidder or Prospective Contractor) Nicole Hyatt

492 Buckeye Cove Rd., Canton, NC 28716  
Address (including Zip Code)



United States Department of Agriculture

AD-1048

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions**

The following statement is made in accordance with the Privacy Act of 1974 (5 U.S.C. § 552(a), as amended). This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, and 2 C.F.R. §§ 180.300, 180.355, Participants' responsibilities. The regulations were amended and published on August 31, 2005, in 70 Fed. Reg. 51865-51880. Copies of the regulations may be obtained by contacting the Department of Agriculture agency offering the proposed covered transaction.

According to the Paperwork Reduction Act of 1995 an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0505-0027. The time required to complete this information collection is estimated to average 15 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. The provisions of appropriate criminal and civil fraud privacy, and other statutes may be applicable to the information provided.

**(Read Instructions On Page Two Before Completing Certification)**

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency;
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

ORGANIZATION NAME <i>Hyatt Pipeline, LLC</i>		PR/AWARD NUMBER OR PROJECT NAME <i>Town of Weaverville Water System Improvement</i>
NAME(S) AND TITLE(S) OF AUTHORIZED REPRESENTATIVE(S) <i>Nicole Hyatt, Owner</i>		
SIGNATURE(S) <i>Nicole Hyatt</i>		DATE <i>1/15/2020</i>

U.S. Department of Agriculture (USDA) prohibits discrimination in all of its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, marital status, familial status, parental status, religion, sexual orientation, political beliefs, genetic information, reprisal, or because all or part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs). Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination, write to USDA, Assistant Secretary for Civil Rights, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, S.W., Stop 9410, Washington, DC 20250-9410, or call toll-free at (866) 632-9992 (English) or (800) 877-8339 (TDD) or (866) 377-8642 (English Federal-relay) or (800) 845-6136 (Spanish Federal-relay). USDA is an equal opportunity provider and employer.

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Nicole Hyatt  
Nicole Hyatt (name)

1/15/2020  
(date)

Owner  
(title)

oOo

STATE OF NORTH CAROLINA

File No.

18 E 183

HAYWOOD County

In The General Court Of Justice  
Superior Court Division  
Before the Clerk

IN THE MATTER OF THE ESTATE OF:

Name

ANTHONY BLAKE HYATT

LETTERS  
OF ADMINISTRATION

G.S. 28A-6-1; 28A-6-3; 28A-11-1; 36C-2-209

The Court in the exercise of its jurisdiction of the probate of wills and the administration of estates, and upon application of the fiduciary, has adjudged legally sufficient the qualification of the fiduciary named below and orders that Letters be issued in the above estate.

The fiduciary is fully authorized by the laws of North Carolina to receive and administer all of the assets belonging to the estate, and these Letters are issued to attest to that authority and to certify that it is now in full force and effect.

Witness my hand and the Seal of the Superior Court.

Name And Address Of Fiduciary 1  
NICOLE MILLS HYATT  
PO BOX 136  
CANTON, NC 28716

Date Of Qualification

03/27/2018

Clerk Of Superior Court

C. J. HUNTER PLEMMONS

Title Of Fiduciary 1

ADMINISTRATOR

EX OFFICIO JUDGE OF PROBATE

Name And Address Of Fiduciary 2

Date Of Issuance

03/27/2018

Signature

Title Of Fiduciary 2

Deputy CSC  Assistant CSC  Clerk Of Superior Court

NOTE: This letter is not valid without the official seal of the Clerk of Superior Court.



A Forterra Company

Two Chase Corporate Drive  
Suite 200  
Birmingham, Alabama 35244

January 15, 2020

To Whom It May Concern:

Subject: American Iron and Steel Certification:  
Weaverville Water Line  
Weaverville, North Carolina

I, Richard W. Rowell, certify that the melting, casting, and processing for manufacturing the following products provided for the subject order are in full compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriation Act, 2017) and subsequent statutes mandating domestic preference for all equals or substitutes approved by Addenda for American Iron and Steel products as provided in the Contract Documents.

Products:

- 16,800 lineal feet 12-inch TYTON JOINT® Ductile Iron Pipe, Pressure Class 350, Double thickness cement-mortar lined/Asphalt coated
- 480 lineal feet 12-inch TR FLEX® Restrained Joint Ductile Iron Pipe, Pressure Class 350, Double thickness cement-mortar lined/Asphalt coated

Components:

Ductile Iron Pipe:

The complete ductile iron pipe manufacturing process to include melting, casting, processing and cement-mortar lining took place at one or more of the following locations:

United States Pipe and Foundry Company, LLC  
2101 Eighteenth Avenue North  
Bessemer, Alabama 35020

United States Pipe and Foundry Company, LLC  
10 Adams Street  
Lynchburg, Virginia 24504

United States Pipe and Foundry Company, LLC  
2023 Saint Louis Avenue  
Bessemer, Alabama 35020

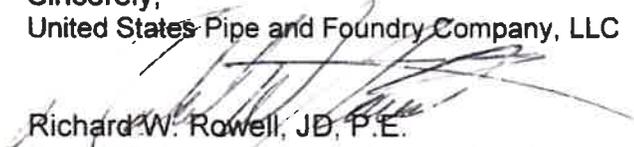


Two Chase Corporate Drive  
Suite 200  
Birmingham, Alabama 35244

A Forterra Company

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the engineer.

Sincerely,  
United States Pipe and Foundry Company, LLC



Richard W. Rowell, JD, P.E.  
Senior Sales Engineer – International



Mueller Co. LLC  
633 Chestnut Street  
Suite 1200  
Chattanooga, TN 37450

phone: 423-209-4800  
fax: 423-209-4850  
muellercompany.com

### Certification of Compliance with American Iron and Steel (AIS) Provisions

January 10, 2020

**Project:** Weaverville NC Water Line Improvements  
**Location:** Weaverville, NC  
**Quote Nr.:** 53560  
**Letter Ref. Nr.:** 5425-R1 – AIS Provisional Certificate

I, Gally Fung, certify that the manufacturing processes for producing the following products and/or material shipped or provided for the subject project are in full compliance with the AIS requirements as mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A – Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.

Items, Products and/or Materials:

1. A-2361-23LN, MJ x MJ Resilient Wedge Gate Valve, 4" (qty. 5), 6" (qty. 38), 12" (qty. 29)
2. T-2361-19LN, FL x MJ Resilient Wedge Tapping Valve, 12" (qty. 1)
3. 423-501243, Super Centurion Fire Hydrant, 4'0" Bury (qty. 35)

The products that are the subject of this certification were manufactured in Chattanooga, TN (gate and tapping valves) and Albertville, AL (hydrants).

Sincerely,

Gally Fung  
Trade Compliance Analyst  
(P) 770-206-4094

Actual Certifications will be provided after the order is placed. Please contact your Customer Service Representative with your Order Number and Letter Reference Number (noted in the header above).



Date: 1/15/2020

## Domestic Fitting Product Certificate of Compliance

**Star Distributor:** FORTILINE WATERWORKS  
**Contractor:** ALL BIDDERS  
**Project Name:** WEAVERVILLE WATER LINE  
**Project Location:** WEAVERVILLE, NC

Re: Buy America / Buy American Certification for Star Pipe Products Made in the USA fittings

We certify country of origin compliance per below:

**100% Domestic Fittings:** This option consists of 100% domestic fittings that are melted, poured, machined, and coated 100% in the United States. SPP performs the machining, packaging and Quality Control checks in its Houston, Texas facility. This product is compliant with the Consolidated Appropriations Act of 2014 (AIS), with the American Recovery and Reinvestment Act of 2009 (ARRA), the Buy America Act of 1983 and the Buy American Act of 1933. Domestic Fittings can be identified by item codes ending with the suffix "D".

Star Pipe Products certifies that all fitting products are made of ductile iron per ASTM A536, Grade 65-45-12 and conform to the following standards:

- *AWWA C104(ANSI A21.4) for cement-mortar lining of ductile iron pipe and fittings for water*
- *AWWA C110(ANSI A21.10) for cast iron/ductile iron mechanical joint and flanged fittings*
- *AWWA C111(ANSI A21.11) for ductile iron mechanical joint glands and gaskets*
- *AWWA C153(ANSI A21.53) for compact mechanical joint and push-on ductile iron fittings*

Star Pipe Products offers a variety of coatings and linings for the fittings it supplies. When a cement-lined and asphaltic-coated fitting is ordered, the asphaltic coating is applied inside and out in accordance with AWWA C104 (ANSI A21.4). The cement lining is applied in accordance with AWWA C104 (ANSI 21.4). These standards are met with both domestic and imported fittings, and they are met regardless of outlet style: standard mechanical joint, flange, or push-on.

Vivek Sharma  
Director (Product Management Group)  
Star Pipe Products

**This document is void if modified in any manner other than the addition of distributor, contractor, or project details.**

**STAR<sup>®</sup> PIPE PRODUCTS**

4018 WESTHOLLOW PARKWAY HOUSTON, TEXAS 77082-4604  
[www.starpipeproducts.com](http://www.starpipeproducts.com)

T: 800.999.3009  
F: 281.558.9000



85

GENERAL (PRIME) CONTRACTOR'S CERTIFICATION OF COMPLIANCE WITH PROVISIONS OF THE AMERICAN IRON AND STEEL REQUIREMENTS OF SECTION 746 OF TITLE VII OF THE CONSOLIDATED APPROPRIATIONS ACT OF 2017 (DIVISION A - AGRICULTURE, RURAL DEVELOPMENT, FOOD AND DRUG ADMINISTRATION, AND RELATED AGENCIES APPROPRIATIONS ACT, 2017) AND SUBSEQUENT STATUTES MANDATING DOMESTIC PREFERENCE

DATE:

RE: PROJECT NAME Town of Weaverville Water System Improvement  
APPLICANT Hyatt Pipeline, LLC  
CONTRACT NUMBER

I hereby certify that to the best of my knowledge and belief all iron and steel products installed for this project by my company and by any and all subcontractors and manufacturers my company has contracted with for this project comply with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference or are the subject of a waiver approved by the Secretary of Agriculture or designee.

This certification is to be submitted upon completion of the project to the project engineer.

Hyatt Pipeline, LLC  
Name of Construction Company (PRINT)

Nicole Hyatt  
By Authorized Representative (SIGNATURE)  
Nicole Hyatt

Owner  
Title

**From:** [Hintz, Randy](#)  
**To:** [Murawski, Emily](#)  
**Subject:** FW: Town of Weaverville Water System Improvements  
**Date:** Thursday, January 16, 2020 9:58:50 AM

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Thanks, Randy

**From:** Michael Driscoll Sr <[mdriscoll.hyattpipeline@gmail.com](mailto:mdriscoll.hyattpipeline@gmail.com)>  
**Sent:** Thursday, January 16, 2020 9:47 AM  
**To:** Hintz, Randy <[rhintz@withersravenel.com](mailto:rhintz@withersravenel.com)>  
**Cc:** Dale Pennell <[dale.pennell@weavervillenc.org](mailto:dale.pennell@weavervillenc.org)>; Jennifer Jackson <[jjackson@weavervillenc.org](mailto:jjackson@weavervillenc.org)>; Hysong, Pam - RD, Asheville, NC <[pam.hysong@usda.gov](mailto:pam.hysong@usda.gov)>; Robbie Hyatt <[robhyatt1966@gmail.com](mailto:robhyatt1966@gmail.com)>  
**Subject:** Re: Town of Weaverville Water System Improvements

That is most certainly correct, Randy.

Our intention was for the total to be \$20,088, and the unit price to be \$372 per LF (x a length of 54 LF).

We apologize for any confusion and extra effort this caused in the review of our bid.

We are looking forward to getting to work on this project!

Professionally,

Mike Driscoll  
Hyatt Pipeline, LLC  
864-915-3508 mobile  
[MDriscoll.HyattPipeline@Gmail.com](mailto:MDriscoll.HyattPipeline@Gmail.com)

On Thu, Jan 16, 2020, 09:34 Hintz, Randy <[rhintz@withersravenel.com](mailto:rhintz@withersravenel.com)> wrote:

Mike,

As we discussed on the phone, your bid on the subject project contained an error on the pricing for alternate bid item 1. I have attached a copy of that page of your bid for your reference. That alternate bid item references a quantity of 54 LF. Your unit price for that item is \$20,088. The extended price is also \$20,088. Based on our conversation, I understand that your intention was for the extended price to remain \$20,088 and that the unit price should have been  $\$20,088/54 = \$372.00/LF$ .

I need to you to confirm that this your intent so that we may accurately reflect your bid pricing for this alternate bid item.

Thanks,

**Randy Hintz, P.E.**

Senior Project Manager, Utilities

WithersRavenel



84 Coxe Avenue, Suite 260 | Asheville, NC 28801

Office: 828.255.0313 | Mobile: 828.707.8388

[rhintz@withersravenel.com](mailto:rhintz@withersravenel.com)



[CONFIDENTIALITY AND NONDISCLOSURE](#)



# NORTH CAROLINA LICENSING BOARD FOR GENERAL CONTRACTORS

Name: Hyatt Pipeline, LLC  
Number: 75332  
Status: Valid  
Last Renewal Date: 2020-01-01  
Address: PO Box 136  
City: Canton  
State: NC  
Zip: 28716-0136  
County: HAYWOOD  
Telephone: (828) 564-6654  
limitation: Unlimited  
Classifications : PU(Water Lines & Sewer Lines)  
Qualifiers : Robert James Hyatt  
Cory William Smith

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** January 27, 2020  
**SUBJECT:** Policies Regarding Standards and Acceptance of Private Streets  
**PRESENTER:** Town Manager/Town Attorney  
**ATTACHMENTS:** 2019 Powell Bill Map  
Updated Streets List  
Working Draft of Streets Policy

**DESCRIPTION/SUMMARY OF REQUEST:**

At the direction of Town Council based on its discussions on January 14, 2020, staff is providing the updated streets list that now includes data concerning the type and length of the private streets within the Town. This data allows the following estimates:

Residential Private Streets – 38,085 feet or +/- 7.213 miles  
Commercial Private Streets – 8,585 feet or +/- 1.626 miles  
Industrial Private Streets – 4,455 feet or +/- 0.844 miles

The 2019 Powell Bill Map shows in graphic form where the roads and streets are within the Town and whether they are private, DOT maintained or Town maintained. This map contains a lot of information that may be hard to read in a small format. A large map is available for review at Town Hall and will also be available at the Town Council meeting.

Based on the consensus reached by Town Council on January 14<sup>th</sup>, staff has worked on developing a policy for street acceptance similar to the procedures used for water allocations. This working draft is in the form of an amendment to Town Code to add an article to Chapter 24 entitled “Street Standards and Acceptance of Private Streets and Related Infrastructure into Public Street System.” Staff has included the language the Town Council requested concerning “Existing Private Streets” but requests further discussion on that issue for clarity.

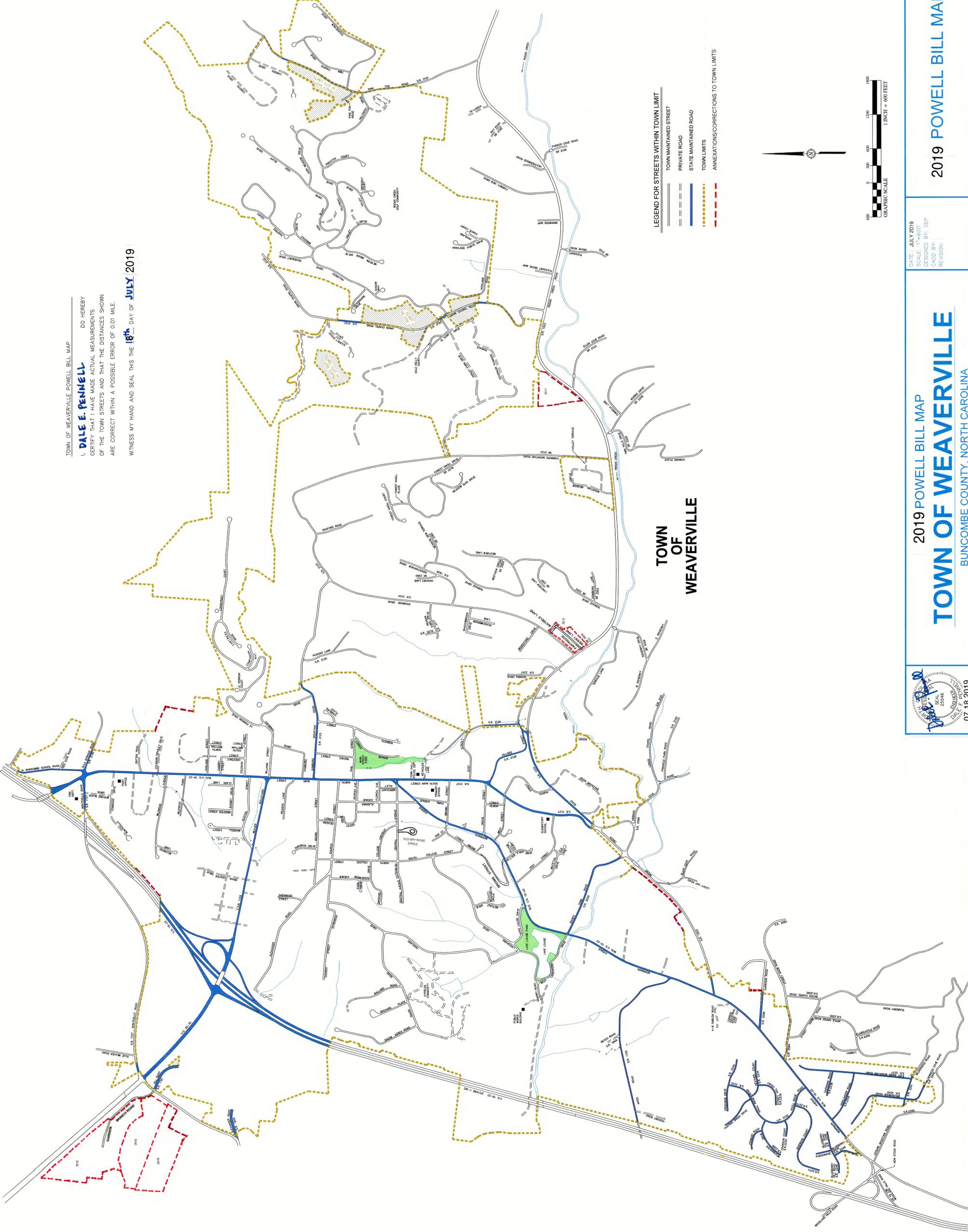
Consideration of an ordinance to adopt a street policy such as the one attached, and other related code amendments, will be necessary should Town Council wish to enact these policies.

**COUNCIL ACTION REQUESTED:**

Town Manager recommends that Town Council discuss and come to consensus on which alternative regarding “Existing Private Streets” best meets its policy objectives and direct staff to bring back a formal ordinance adopting these streets policies and other related and necessary amendments into the Town’s Code of Ordinances.

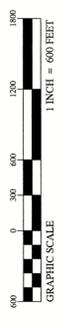
TOWN OF WEAVERVILLE POWELL BILL MAP  
 I, **DALE E. PENNELL** DO HEREBY  
 CERTIFY THAT I HAVE MADE ACTUAL MEASUREMENTS  
 OF THE TOWN STREETS AND THAT THE DISTANCES SHOWN  
 ARE CORRECT WITHIN A POSSIBLE ERROR OF 0.01 MILE.

WITNESS MY HAND AND SEAL THIS THE **18<sup>th</sup>** DAY OF **JULY** 2019



**LEGEND FOR STREETS WITHIN TOWN LIMIT**

- TOWN MAINTAINED STREET
- PRIVATE ROAD
- STATE MAINTAINED ROAD
- TOWN LIMITS
- ANNEXATIONS CORRECTIONS TO TOWN LIMITS



07-18-2019

2019 POWELL BILL MAP  
**TOWN OF WEAVERVILLE**  
 BUNCOMBE COUNTY, NORTH CAROLINA

2019 POWELL BILL MAP

SHEET  
**2019**

DATE: JULY 2019  
 SCALE: 1"=600'  
 DESIGNED BY: DEP  
 CADD BY:  
 REVISION:

Town of Weaverville Street List (January 2020)				
Road Name	Crossroad(s)	Owner	Linear Feet and Use-PR	
A				
AB Emblem Dr.	Merrimon	PR	575 ft. / I	
Aiken Rd	Merrimon	DOT		
AI Dorf Dr.	Penley Park	PU/PR		
Alabama Ave.	Church, Georgia, Florida, Central, Merrimon	PU		
Alaron Dr.	Roberts	PU		
Alexander Rd.	Church, Moore	PU		
Amblers Knoll Rd.	Reems Creek	NYC: PU		
Athene Ave.	Merrimon	PR	380 ft. / R	
B				
Baird Mountain Rd.	Highlander	DOT		
Balcrank Way	Reems Creek	PR	1,780 ft. / I	
Ballard Rd.	Salem	PU		
Bankstown Rd.	Merrimon, Reems Creek	DOT		
Barnette Shoals Dr.	Athene	PR	450 ft. / R	
Benedict Ln.	Northcrest	NYC: PR	915 ft. / R	
Bett Stroud Rd.	Northridge Commons	PR	1,000 ft. / C	
Birkdale Dr.	Hillcrest	PU		
Blueberry Hill Rd.	Merrimon	DOT		
Blueberry Rdg.	Merrimon	DOT		
Brittain St.	Oakland	PU		
Brown St.	S Main, Merrimon, S College	PU		
Brown St. Ext.	Brown	PU		
Brushwood Rd.	Wilderness	DOT		
C				
Camsyn Dr.	Pink Fox Cove	PR	2,500 ft. / R	
Capetown Ct.	Garrison Branch	NYC: PR	1,950 ft. / R	
Carden Dr.	Camsyn	PR	1,150 ft. / R	

Central Ave.	Merrimon, Alabama, College Crescent, College	PU	
Cherry St.	N. Main	PU	
Chestnut St.	Oakland, Cherry, Coleman	PU	
Chipmunk Cove Rd.	Baird Mountain	DOT	
Chlopek Way	Reems Creek	PR	
Church St.	N. Main, Alabama, Reagan, College, Alexander, Ridgewood, Highland	PU	
Church St. Ext.	Church	PU	
Clark St.	Sunset	PU	
Clinton St.	N. Main, Weaver	PU	
Coleman Hensley Dr.	N. Main	PR	475 ft. / R
Coleman St.	N. Main	PU	
College Crescent	Central, N. College	PU	
College St. (North)	Church, Oakwood, College Crescent, Central	PU	
College St. (South)	Central, Lakeshore, Brown	PU	
Companion Way	Perrion Ave.	PU	
Compass Park Dr.	Penley Park, Gov. Thomson	PR	1,375 ft. / R
Conrad Industrial Dr.	Merrimon	PR	550 ft. / I
Courseview Dr.	Pink Fox Cove	PU	
Crandon Ct.	Knoll Ridge	DOT	
Creekside Dr.	Knoll Ridge	DOT	
Crescent Ct.	Valley	PU	
Critter Tr.	N. Main	PR	450 ft. / R
D			
Declan Dr.	Yarrow Meadow	PR	150 ft. / R
Dendy Dr.	Georgia, Florida	PU	
Devonshire Dr.	Hillcrest	PU	
Dula Springs Rd.	N. Main, N. Buncombe School	DOT	
Duncannon St.	Loftin	PR	160 ft. / R
E			
East. St.	S. Main, Reynolds, Hillside	PU	

Elk Ln.	Whitetail	PU	PU
F			
Fairfield Approach Dr.	Weaver	PR	1,025 ft. / C
Firwood Ct.	Westminster	DOT	
Florida Ave.	Dendy, Alabama, Merchants, N. Main	PU	
Fortress Rdg.	Perrion, Longstreet	PU	
G			
Gale Kelly Ct.	Al Dorf	PU	
Garrison Branch Rd.	Monticello	DOT	
Garrison Rd.	Merrimon	DOT	
Georgia Ave.	Dendy, Alabama, N. Main	PU	
Gov. Thomson Ter.	Hamburg Mountain, Penley Park, Compass Park	PR	3,600 ft. / R
Gregory Ct.	Benedict, Gill Branch	NYC: PR	95 ft. / R
Grove St.	Merrimon, North, S. Main	PU	
H			
Hamburg Dr.	N. Main, Williams	PU	
Hamburg Mountain Rd.	N. Main, Reeves, Roberts, Reems Creek	DOT	
Harbeck Dr.	Moore	PU	
Hawtree Ct.	Birkdale	PU	
Heather Ct.	Knoll Ridge	DOT	
Hickory Ln.	Aiken	PR	400 ft. / R
High Bluff Dr.	Hillcrest, High Meadow	PU	
High Meadow Cove Dr.	High Meadow	PU	
Highland Pointe Ct.	Lakeway	PU	
Highland Pointe Dr.	Lakeway	PU	
Highland St.	Church, Salem, Kyfields, Riddle Ridge, Lakeshore	PU	
Highlander Dr.	Merrimon, Baird Mountain	DOT	
Hillcrest Dr.	Union Chapel, Pink Fox Cove	PU	
Hillside St.	S. Main, East, Reems Creek	DOT	
Holston View Dr.	Monticello	NYC: PR	2,525 ft. / R

Hunting Green Dr.	Knoll Ridge	DOT	
Hyer Hl.	Lakeshore	PR	450 ft. / R
K			
Kitty Ln.	Alexander	PR	275 ft. / R
Knoll Rdige Dr.	Merrimon	DOT	
Kyfields Dr	Highland, Salem	PR	5,350 ft. / R
L			
Lake Louise Dr.	Lakeshore, Merrimon	PU	
Lakeshore Dr.	S. College, Metcalf, Lake Louise, Highland, Quarry, Merrimon	PU	
Lakeside Meadows Dr.	Merrimon	PR	115 ft. / R
Lakeview Dr.	Kyfields	PR	see Kyfields
Lakeway Cir.	Hillcrest	PU	
Lillie Farm Ln.	Critter	PR	680 ft. / R
Loftin St.	Aiken, Athena	PR	1,800 ft. / R
Longstreet Ct.	Perrion	PU	
M			
Manor Way	Hillcrest	PU	
Marlwood Ct.	Knoll Ridge	DOT	
Meadowbrook Ln.	Valley	PU	
Mearchants Aly.	Florida, Central	PU	
Merrimon Ave.	Weaverville Hwy., Main St.	DOT	
Metcalf Dr.	Lakeshore	PU	
Monticello Commons Dr.	N. Main	PR	1,360 ft. / C
Monticello Rd.	N. Main, US 25/70	DOT	
Monticello Village Dr.	N. Main	PR	1,375 ft. / C
Moore St.	Alexander, N. College, Reagan, N. Main	PU	
Mountain Meadow Cir.	Reems Creek, Hamburg Mountain	PR	1,775 ft. / R
N			
N. Buncombe School Rd.	N. Main, Dula Springs	DOT	
N. Old Buncombe School	N. Buncombe School	DOT	

Rd.				
North Main St.	Merrimon, Weaver, Monticello		DOT	
North St.	S. Main, Grove		PU	
Northcrest Dr.	Monticello, Northridge Commons		PR	1,125 ft. / C
Northridge Commons Pkwy.	US 25/70, Northcrest		PR	2,700 ft. / C
O				
Oak St.	Brown		PU	
Oakland St.	N. Main		PU	
Oakwood Dr.	N. College, Ridgewood		PU	
Old Dry Ridge Cir.	Central		PU	
Orchard Pl.	Salem		PU	
P				
Park Ave.	Merrimon, Brown		PU	
Park Dr.	Ridgewood		PU	
Parsonage Dr.	Blueberry Hill		DOT	
Partridge Berry Ln.	Reems Creek, Dogwood		PU	
Penley Park Dr.	Union Chapel, Gov. Thomson		PU	
Perrion Ave.	Hamburg		PU	
Perrion Ct.	Perrion Ave.		PU	
Phipps St.	S. Main, Reems Creek		PU	
Pine St.	N. Main, Reeves, Roberts		PU	
Preston Ct.	Hillcrest		PU	
Q				
Quarry Rd.	Lakeshore		PU	
R				
Rabbit Ridge Dr.	Union Chapel		PR	835 ft. / R
Reagan Ln.	N. Main		PU	
Reagan St.	Church, Moore		PU	
Red Cole Dr.	N. Buncombe School		PR	500 ft. / R

Reems Creek Rd.	Merrimon, S. Main, Dogwood, Hamburg Mountain, Union Chapel	DOT	
Reeves St.	Hamburg Mountain, Pine	PU	
Reynolds Ln.	East St.	PU/PR	580 ft. / R
Rhoda Ct.	Merrimon	PR	
Riddle Ridge Dr.	Highland	PR	975 ft. / R
Ridgmont Dr.	Hillcrest	PU	
Ridgewood Ave.	Church, Park, Oakwood	PU	
Roberts St.	Hamburg Mountain, Pine	PU	
Robin Roost Rd.	Sandstone, Seneca	PR	775 ft. / R
S			
Saint Browns Pl.	Hyer	PR	275 ft. / R
Salem Acres Rd.	Salem	PU	
Salem Rd.	Highland, Ballard, Kyfields, Orchard, Salem Acres	PU	
Sandstone Dr.	Loftin	PR	1,000 ft. / R
Seneca St.	Aiken, Robin Roost	PR	375 ft. / R
Sherwood Dr.	Alexander	PU	
South Main St.	Merrimon, Brown, Hillside, Phipps, Yost, Reems Creek	DOT	
South Main St. Ext.	Reems Creek	DOT	
Spruce St.	Pine	PU	
Stoney Hill Ct.	Heather	DOT	
Sunset Dr.	N. Main	PU	
T			
Twin Courts Dr.	Courseview	PU	
U			
Union Chapel Rd.	Reems Creek	DOT	
V			
Valley Dr.	Hillcrest	PU	
Valley Trace Ln.	Hamburg Mountain Rd.	PR	190 ft. / R
Village Ct.	Village Park	PU	
Village Park Dr.	Merrimon	PU	

W				
W. Cove Rd.	West		PU	
Waddell St.	Clinton		PU	
Waters Edge Dr.	Merrimon, Banks Town		PR	715 ft. / R
Water Point Way	Quarry		PR	325 ft. / R
Weaver Blvd.	US 25/70, N. Main		DOT	
Weaver View Cir.	Monticello		PR	2,600 ft. / R
Weaver Village Way	Weaver		PR	1,345 ft. / R
Weaverville Hwy.	Merrimon		DOT	
Webster St.	Sunset		PU	
West St.	Merrimon, S. Main		PU	
Westminster Dr.	Knoll Ridge		DOT	
Whitetail Dr.	Yost		PU	
Wilderness Rd.	Baird Mountain		DOT	
Wildwood Ave.	N. Main		PU	
Wildwood Ln.	Wildwood Ave.		PU	
Wildwood Park Dr.	N. Main		PU	
Wildwood Park Knl.	Wildwood Park Dr.		PU	
Williamette Cir.	Metcalf		PU	
Williams St.	N. Main		PU	
Y				
Yarrow Meadow Rd.	Lillie Farm		PR	575 ft. / R
Yost St.	Merrimon, S. Main		PU	

These figures related to the linear feet of private roads and the usage of the properties which about them only include named roads and do not include other areas of private infrastructure such as parking lots or internal circulation of common areas. Approximately 9.682 miles of private roads exist in the jurisdiction.

Private Road – Commercial Use	Private Road – Industrial Use	Private Road – Residential Use
8,585 feet / 1.626 miles	4,455 feet / 0.844 miles	38,085 feet / 7.213 miles

# WORKING DRAFT

1/27/2020

## CHAPTER 24 – STREETS AND SIDEWALKS

### ARTICLE V. – STREET STANDARDS AND ACCEPTANCE OF PRIVATE STREETS AND RELATED INFRASTRUCTURE INTO PUBLIC STREET SYSTEM

#### Sec. 24-81. – Public Street System – Town Council Discretion

The Town of Weaverville maintains a public street system which includes streets and sidewalks that are publicly maintained and open for use by the public. The public street system also includes curbing and storm drainage systems that are connected or related to the streets.

In its sole discretion the Weaverville town council has the authority and right to determine the location and extent of its public street system and which streets and related infrastructure are to be publicly maintained by the town. Nothing contained in this article should be construed as a limitation on the absolute discretion of town council with regard to the town's street system.

Regarding the town's public street system, town council may consider, but is not limited to, the following factors:

general operational needs of the town, general fiscal needs and financial standing of the town, town strategic plans, comprehensive land use plans, economic development, traffic patterns, traffic or transportation plans, interconnectivity to other public streets, location of street, length and width of street and right-of-way area, topography and slope, number and types of uses along the street, affordable housing considerations, standards of construction of street and related infrastructure, anticipated cost of maintenance and repairs to the street, cost of maintenance of the public street system as a whole, any other factor found by town council to be reasonable.

#### Sec. 24-82. – All Streets are Private Unless Accepted into a Public Street System

All streets are private unless accepted into a public street system. The notation of a "public street" on a recorded plat serves only as an offer of dedication for that street for public use. A developer/owner cannot obligate the town to take over a street. The approval of a plat shall not be deemed to constitute or affect the acceptance of the town or by the public of the dedication of any street or related infrastructure shown on the plat. Streets remain private until the town (or other public road system such as North Carolina Department of Transportation) formally accepts the street into its public street system.

# **WORKING DRAFT**

**1/27/2020**

## **Sec. 24-83. – Private Street Standards**

The minimum streets standards for all private residential streets constructed within the town are the standards set forth in the North Carolina Department of Transportation Subdivision Road Minimum Construction Standards, as the same shall from time to time be amended.

Streets, including internal circulation streets within parking lots, serving multi-family residential, institutional, commercial and industrial uses and manufactured home parks, must be constructed in such a way as to allow reasonable access for the anticipated traffic associated with the specific use being served and for ease of emergency access.

For all private streets constructed within the town, the requirements of the North Carolina Fire Prevention Code as adopted by the Town of Weaverville and as the same may from time to time be amended, applicable for the specific use of the property served, must be complied with.

## **Sec. 24-84. – Public Street Standards**

In order for a new street to be eligible for acceptance into the town's public street system, a street and its related infrastructure must be constructed in accordance with the town's adopted public street standards, as the same may from time to time be amended. In addition, the requirements of the North Carolina Fire Prevention Code as adopted by the Town of Weaverville and as the same may from time to time be amended, applicable for the specific use of the property served, must be complied with.

Site visits and observations by the public works department and town review of certain test results are required at the completion of certain critical phases of the street system construction including specifically the following:

- (a) On-site review of site clearing and grubbing prior to grading;
- (b) On-site review of grading and fill operations and review of compaction test results on all fill areas under the roadway;
- (c) On-site review of storm drainage system and review of compaction test results of the storm drainage trench;
- (d) Review of compaction test results for all utilities installed in the roadway;
- (e) On-site review of curb/curb and gutter, sidewalks, and drive entrances;
- (f) On-site review of proof-rolling of the sub-grade material;
- (g) On-site review of installation of the ABC stone base and review of compaction test results;

# WORKING DRAFT

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- (h) On-site review of proof-rolling of the stone base; and
- (i) On-site review of asphalt paving and review of compaction test results.

The developer/owner must notify the public works department at each of the above phases in order to allow the Town's public works department the opportunity to review the work. Failure on the part of the developer/owner to notify public works at each of these critical construction phases may disqualify a street from eligibility for acceptance into the town's public street system or may cause work to have to be uncovered and redone at the expense of the developer/owner.

## Sec. 24 - 85. – Streets Serving Multi-Family Residential, Institutional, Commercial and/or Industrial Uses or Manufactured Home Parks

All streets, including internal circulation streets within parking lots, serving multi-family residential, institutional, commercial or industrial uses or manufactured home parks, will remain private unless, in town council's discretion, such streets further a significant public interest.

## Sec. 24-86. – Developer/Owner Declaration Concerning Residential Streets

Prior to development approval, developers/owners constructing new residential streets must declare whether they will be requesting that the new streets be accepted into the town's public street system or are to remain private. Requests for acceptance into the public street system must follow the procedures for a public street commitment as set out in this article and such commitment must be decided prior to development approval.

Residential streets that are declared to be private will not be observed by town representatives and will not be eligible for inclusion into the public street system.

## Sec. 24-87. – Public Street Commitment

If a developer/owner wishes to have a street accepted into the town's public street system then the developer/owner must request a public street commitment letter in accordance with this section.

- (a) Application for public street commitment – A developer/owner that desires a public street commitment shall submit such request in writing on such forms and in such detail as prescribed by the town manager.

# WORKING DRAFT

1/27/2020

- (b) Processing fee – At the time of requesting a public street commitment letter, the applicant shall pay to the town a nonrefundable processing fee in the amount set forth in the town’s adopted fee schedule.
- (c) Staff review and recommendation – Upon receipt of an application, town staff shall evaluate the request and make recommendations to town council, including any recommended conditions to be included in the commitment letter.
- (d) Town council action – Town council shall consider and take action to either decline acceptance or to issue a declaration of intent to accept streets upon condition that streets be constructed to Town standards with required periodic Town inspections, and/or other conditions as deemed necessary by town council.
- (e) Issuance of street commitment letter – Upon town council approval the town manager will issue a street commitment letter outlining the conditions imposed and requirements for town verification of compliance with conditions and requirements. The street commitment letter is transferable by the applicant, but is only valid for the original project and for streets and related infrastructure that are the same as or substantially similar to what was originally proposed.
- (f) Expiration, termination, and revocation of public street commitment letter –
  - (1) A public street commitment is valid for one (1) year from its issuance but, upon request, may be extended for an additional one (1) year period by the town manager upon a showing of good reason for the delay.
  - (2) Once construction of a street has begun the developer/owner must use reasonably diligent efforts to complete the construction of the street in a reasonable time. If more than one (1) year elapses from the commencement of construction without any work being done on the street, then the street shall be deemed abandoned and the commitment letter shall terminate.
  - (3) If a developer/owner fails to call for on-site observation of critical construction phases by town representatives or conduct the required testing, of if town standards have not been met then the public works director shall report such information to town council and the public street commitment letter is subject to revocation by town council.
  - (4) The developer/owner will be given an opportunity to be heard by town council concerning termination or revocation of the public street commitment letter.

Sec. 24-88. – Existing Private Streets

**[SEE PAGES 7-8 BELOW FOR ALTERNATIVES]**

## **WORKING DRAFT**

**1/27/2020**

### **Sec. 24-89. – Report and Recommendation of Public Works Director**

Prior to town council's acceptance of any street and related infrastructure into the public street system, the public work's director shall submit a report and recommendation for town council's consideration. The report should address the developer/owner's compliance with any conditions or requirements stated in the public street commitment letter. The report should also include a recommendation as to the amount of a reasonable repair guaranty.

### **Sec. 24-90. – Warranty and Repair Guaranty.**

As a condition of acceptance into the public street system, all streets and related infrastructure shall be warranted by the person, corporation or company making the improvements for a period of two (2) years from the date of final approval which warranty shall be in writing and include an indemnification clause, agreeing to indemnify and hold the town harmless from any such claims during the two-year warranty period. As a condition of acceptance into the public street system, the developer/owner shall be required to submit a repair guaranty in a reasonable amount set by town council for three (3) years following the warranty period.

### **Sec. 24-91. – Street Right-of-Way Plat.**

Once the street and related infrastructure, or any required repair work, are completed and approved by the public works department, developer/owner shall provide to the public works department a proposed recordable plat showing the as-built streets and related infrastructure and the right-of-way to be conveyed.

The public works director, planning director, and town attorney are to review the proposed plat to determine its adequacy and provide recommendations as they deem appropriate to town council.

### **Sec. 24-92. – Formal Acceptance of Street and Related Infrastructure.**

Once the street and all related infrastructure have been completed, the right-of-way plat has been prepared and approved by the public work's director, planning director, and town attorney, and the public work's director has prepared and submitted his/her report and recommendation, or at any other time requested by the developer/owner, the town manager will put the request for acceptance on the next available town council meeting so that town council can consider the request.

Town council will be asked to consider acceptance of the street and related infrastructure into the Town's public street system.

## **WORKING DRAFT**

**1/27/2020**

Sec. 24-93. – Post Acceptance Recordation.

If accepted and approved by town council, developer/owner must, at its expense, record the approved plat and convey the right-of-way by deed to the town in a form approved by the town attorney.

Sec. 24-94. – Limitation of Town Representative Responsibility.

Participation of town representatives in any on-site review or observation is for town purposes only and should not be relied upon by the developer/owner for engineering inspection and certification purposes.

Sec. 24-95. – Appeal of Administrative Decisions

Any administrative decision concerning the public street system is appealable to town council. Such an appeal must be submitted in writing to the town clerk within 30 days of the administrative decision and the writing must include the reasons for or basis of the appeal.

# WORKING DRAFT

1/27/2020

## POSSIBLE ALTERNATIVES FOR SECTION CONCERNING EXISTING PRIVATE STREETS

### OPTION 1:

#### Sec. 24-86. – Existing Private Streets

Private streets existing as of [date of adoption of this article] are **not eligible** for acceptance into the town's street system.

### OPTION 2:

#### Sec. 24-86. – Existing Private Streets

Private streets existing as of [date of adoption of this article] **that were not constructed to town public street standards or that were not observed by town representatives during critical construction phases** are **not eligible** for acceptance into the town's street system.

### OPTION 3:

#### Sec. 24-86. – Existing Private Streets

Private streets existing as of [date of adoption of this article] are **not eligible** for acceptance into the town's street system **unless such acceptance would, in town council's discretion, further a significant public interest.**

### OPTION 4:

#### Sec. 24-86. – Special Provisions for Existing Private Streets

- (a) Private streets existing as of [date of adoption of this article] **may be eligible** for acceptance into the town's street system.
- (b) In the discretion of town council private streets that were not observed by town representatives during critical construction phases **may be required to submit to supplemental review and testing at the developer/owner's expense** to verify that town public street construction standards were complied with. Such inspection and testing may include any or all of the following or other items as required by town council:

# WORKING DRAFT

1/27/2020

- (1) Public works director, or his/her designee, and town attorney review all recorded plats showing width and location of reserved rights-of-way for streets, sidewalks, and storm drainage to confirm adequacy of right-of-way;
  - (2) Public works director, or his/her designee, to review live video feed of the entire length of the storm drainage system showing clear lines or identifying areas that need to be repaired by developer/owner (see subsection (b) below concerning repairs);
  - (3) Public works director, or his/her designee, to review all engineering plans for all phases of construction of street and roadbed in order to determine fill areas so that public works can determine where core drill testing needs to be conducted;
  - (4) Developer/owner to conduct core drill testing of concrete/asphalt, stone base, and soil subgrade for all sidewalks, curb and gutter, and pavement, at minimum 100-foot intervals at locations determined by public works;
  - (5) Testing lab, selected by public works, to determine compaction of asphalt, stone base, and soil subgrade, and strength of concrete, for all core drill samples and report findings to developer and public works;
  - (6) Public works director, or his/her designee, to review findings and determine if any problem areas exist;
  - (7) If problem areas are identified, developer/owner to conduct additional core drill testing in problem areas with testing to occur at closer intervals and at such locations as determined by public works;
  - (8) Testing lab, previously selected by public works, to determine compaction of asphalt, stone base, and soil subgrade, and strength of concrete, for all additional core drill samples and report findings to developer and public works;
  - (9) Based on the final testing results the public works director, or his/her designee, to determine what repairs are necessary to bring streets and/or related infrastructure up to town standards.
- (c) If the developer/owner undertakes any repair work recommended by the public works director, developer/owner is to notify public works in advance so that a public works representative can be present during the repair work.

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

**Date of Meeting:** Monday, January 27, 2020  
**Subject:** Planning Department Report for the 4th Quarter of Calendar Year 2019 and Year End 2019  
**Presenter:** Planning Director  
**Attachments:** Planning Department Report – Q4 2019, and Year End

**Description:**

Attached you will find a report reflective of permits issued in October, November and December, 2019 and Planning and Zoning Board and Zoning Board of Adjustment activity during the same time. Year-end permit numbers are also provided.

**Action Requested:**

None



## Planning Department Report – Q4 and Calendar Year End

**Zoning Permits: Total: 32**

**Single Family, New Construction: 5**

**Single Family, Addition or Upfit: 18**

**Multifamily, New Construction: 1, 135 Monticello (237 units)**

**Commercial, New Construction: 3 (Monticello Village Drive, 4 Garrison, 320 Merrimon)**

**Commercial, Addition or Upfit: 3**

**Institutional: 2 (Weaverville Community Center, Lake Louise Fishing Pier)**

**2019: Residential, 102; Commercial, 25; Institutional, 2; Total, 129**

**2018: Residential, 100; Commercial, 23; Total, 123**

**2017: Residential, 102; Commercial, 18; Total, 120**

**2016: Residential, 79; Commercial, 8; Total, 87**

**2015: Residential, 27; Commercial, 4; Total, 31**

**2014: Residential, 49; Commercial, 4; Total, 53 (with ETJ)**

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

**October: The Board deliberated a possible high density single family residential zoning district as called for by the comprehensive land use plan. The Board voted to amend their rules and procedures regarding rule 13 – duty to vote. Said amendment was ratified by Town Council at their next regularly scheduled meeting.**

**December: The Board received an update related to 2019 North Carolina legislation related to planning and development regulation. Staff identified several portions of municipal ordinance which will need to be amended to remain compliant with state statute. The Board also participated in a joint meeting with Town Council.**

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**Zoning Board of Adjustment Activity:**

**October: The Board held a public hearing regarding a variance application for the property commonly known as 120 South Main Street. The nature of the variance was to build upon a nonconforming lot of record with a dimensional nonconformity more than 20 percent below the minimum standards established by the R-1 Zoning District. The Board found in favor of the application allowing two preexisting nonconforming lots to be built upon.**

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

**Date of Meeting:** January 27, 2020  
**Subject:** Departmental Quarterly Report: Finance  
**Presenter:** Town Finance Director  
**Attachments:** Quarterly Report – 2<sup>nd</sup> Quarter FY 2020

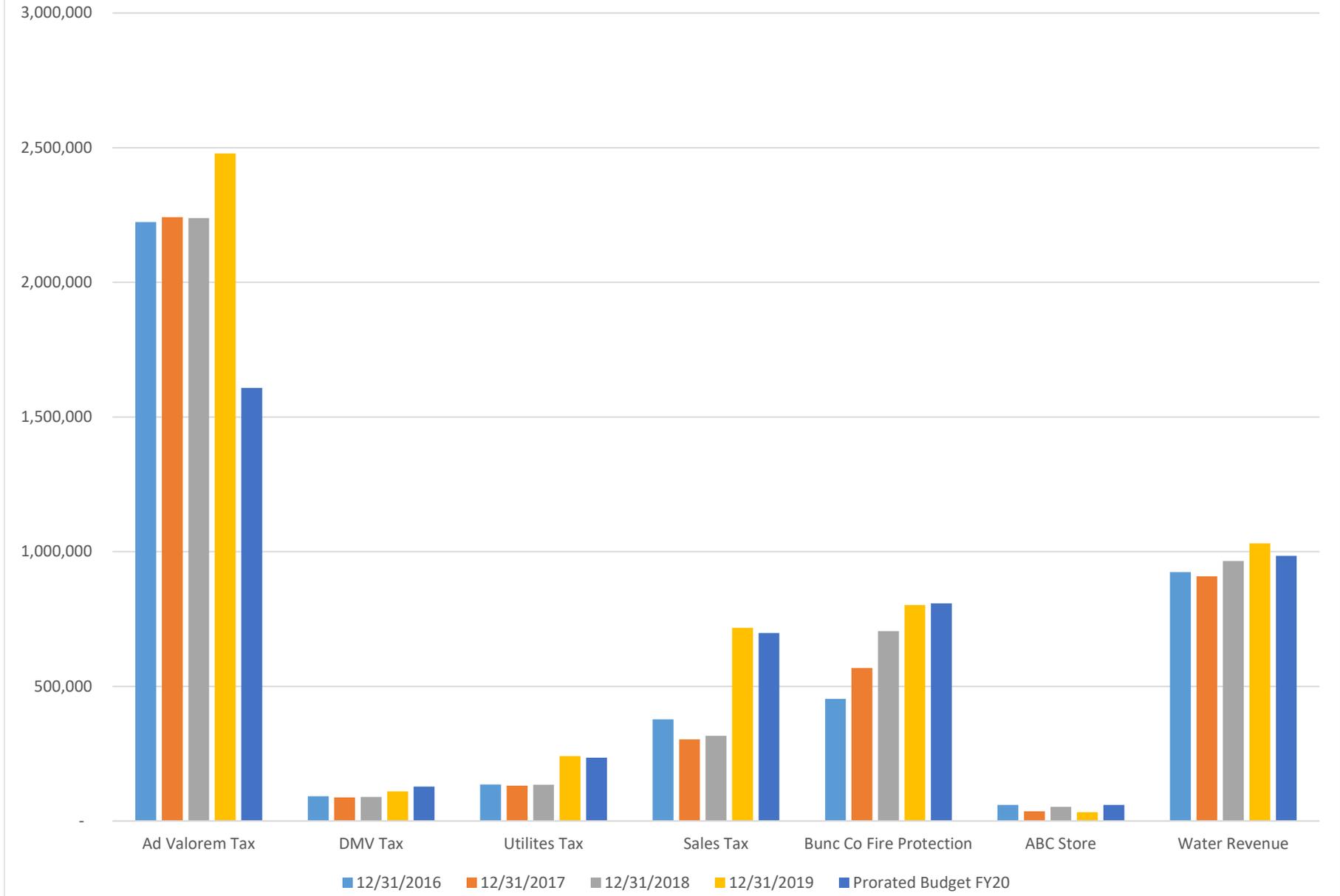
**Description:**

Attached please find the Finance Department’s quarterly report, with charts summarizing Revenues and Expenditures as of 12/31/2019, as well as an updated summary of the Waterline Extension Project.

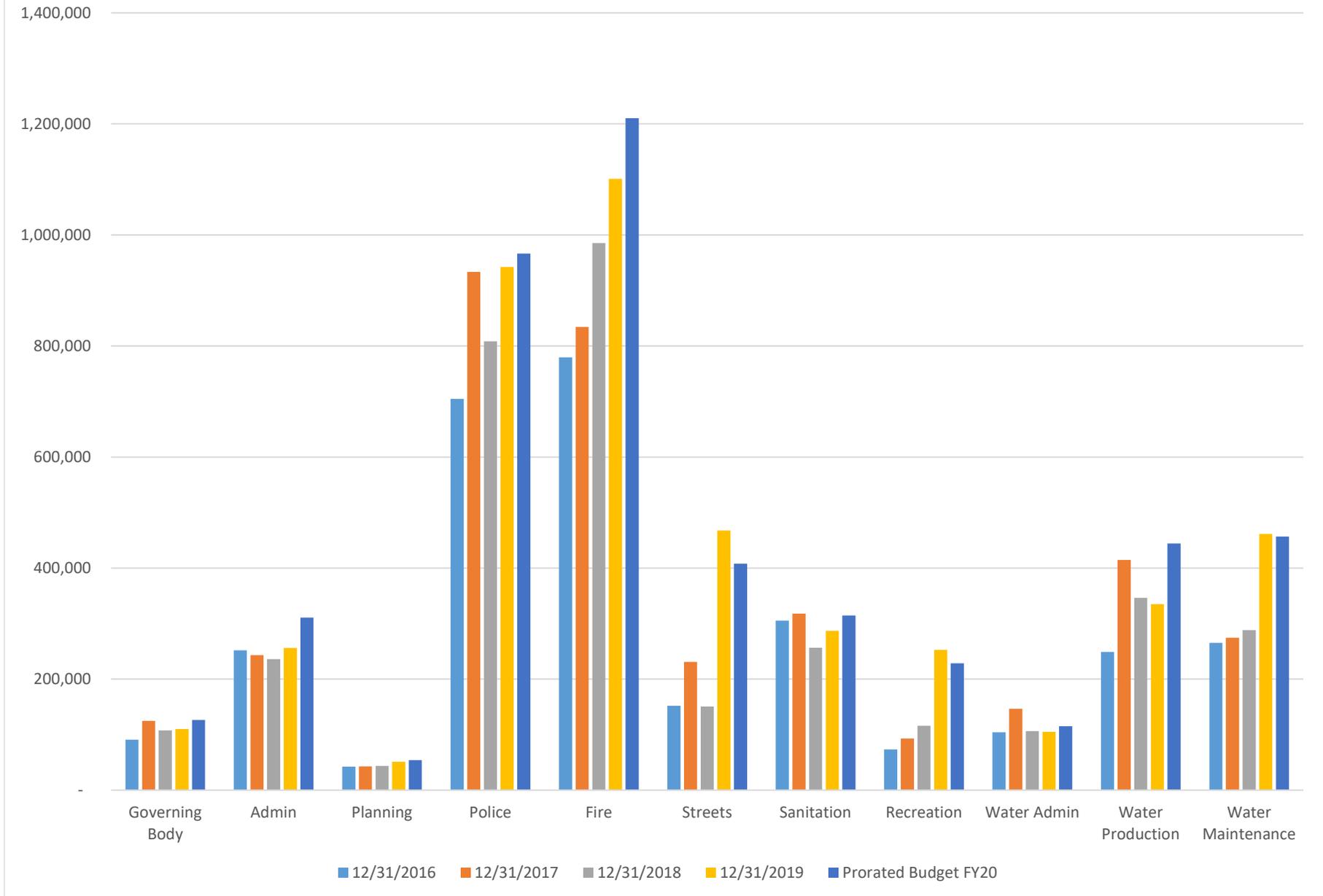
**Council Action Requested:**

No action requested.

### YTD Revenue Analysis



### YTD Expenditure Analysis



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

FY 2019-2020

10/01/2019 TO 12/31/2019

	<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 REVE	0.00	4,393.87	1,000.00	-339
010-004-300-04020 AD VALOREM TAX REV	2,048,146.89	2,478,703.79	3,215,563.61	23
010-004-300-04025 DMV TAX REVENUE	27,349.26	110,333.35	255,000.00	57
010-004-300-04030 TAX PENALTIES & INTE	208.20	735.74	4,000.00	82
010-004-300-05010 UTILITIES TAX	136,395.60	240,798.77	470,000.00	49
010-004-300-05040 BEER & WINE TAX	0.00	15.00	17,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	51,939.52	103,879.04	106,000.00	2
010-004-300-05060 LOCAL GOVT SALES TA	356,650.54	717,549.00	1,396,000.00	49
010-004-300-06010 BUN CNTY FIRE PROTEC	398,195.93	801,891.76	1,616,629.00	50
010-004-300-06040 ABC STORE DISTRIBUTI	25,519.48	25,519.48	120,000.00	79
010-004-300-06045 ABC STORE - ALCOHOL	3,970.58	3,970.58	3,970.58	0
010-004-300-06050 ABC STORE - POLICE DE	2,836.12	2,836.12	2,836.12	0
010-004-300-09015 CELL TOWER REVENUE	16,416.30	16,416.30	16,000.00	-3
010-004-300-09019 STATE DISTRIBUTION -	4.74	4.74	0.00	0
010-004-300-09020 MISCELLANEOUS REVE	5,640.73	6,197.19	5,000.00	-24
010-004-300-09028 COPS FOR KIDS	11,540.56	14,845.56	3,380.00	-339
010-004-300-09029 PINK PATCH PROJECT	5,042.20	5,362.20	5,292.00	-1
010-004-300-09030 INTEREST EARNED	24,628.60	56,399.67	115,500.00	51
010-004-300-09031 INTEREST EARNED POW	1,096.74	2,235.99	3,400.00	34
010-004-300-09040 PLANNING & ZONING FI	3,585.20	10,222.60	20,000.00	49
010-004-300-09045 FIRE INSPECTION FEES	0.00	0.00	500.00	100
010-004-300-09050 SALE OF PROPERTY	0.00	14,938.75	15,000.00	0
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	347,809.36	100
030-004-300-08010 WATER REVENUE	517,710.29	1,030,892.21	1,968,750.00	48
030-004-300-08020 MISCELLANEOUS REVE	3,592.50	9,819.56	15,000.00	35
030-004-300-08030 WATER TAPS	4,200.00	10,500.00	42,000.00	75
030-004-300-08040 SYSTEM DEVELOPME	49,104.00	149,544.00	270,000.00	45
030-004-300-08060 FEES FOR MSD COLLEC	15,160.60	29,885.15	55,000.00	46
030-004-300-09030 INTEREST EARNED	0.00	0.00	50,500.00	100
<b>TOTAL REVENUE</b>	<u>3,708,934.58</u>	<u>5,847,890.42</u>	<u>10,141,130.67</u>	<u>42</u>

AFTER TRANSFERS

<u>3,708,934.58</u>	<u>5,847,890.42</u>	<u>10,141,130.67</u>
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**411 GOVERNING BODY**

EXPENDITURE:

010-410-411-12100 SALARIES & WAGES	21,453.86	42,407.69	84,477.00	50
010-410-411-18100 FICA	1,641.34	3,244.41	6,462.49	50
010-410-411-18200 RETIREMENT	1,512.16	2,978.94	5,811.20	49
010-410-411-18500 EMPLOYEE INCENTIVE	0.00	1,000.00	10,000.00	90
010-410-411-19000 PROFESSIONAL SERVIC	4,652.50	26,635.03	47,000.00	43
010-410-411-26000 SUPPLIES / MATERIALS	100.80	100.80	1,000.00	90
010-410-411-31000 TRAVEL & TRAINING	100.00	462.00	3,000.00	85
010-410-411-35100 BUILDING REPAIR / MAI	1,872.00	3,576.31	11,000.00	67
010-410-411-39100 ADVERTISING	1,406.00	1,753.00	2,000.00	12

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

FY 2019-2020

10/01/2019 TO 12/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-411-39200 NEWS LETTERS	0.00	0.00	1,500.00	100
010-410-411-39300 PRINTING	0.00	400.00	1,000.00	60
010-410-411-39500 DUES & SUBSCRIPTIONS	0.00	0.00	800.00	100
010-410-411-39510 COMMUNITY PROMOTION	11,164.85	27,650.33	65,500.00	58
010-410-411-39520 ELECTION EXPENSES	0.00	0.00	13,000.00	100
010-410-411-40450 INSURANCE	0.00	137.44	600.00	77
TOTAL EXPENDITURE	<u>43,903.51</u>	<u>110,345.95</u>	<u>253,150.69</u>	<u>56</u>
BEFORE TRANSFERS	<u>-43,903.51</u>	<u>-110,345.95</u>	<u>-253,150.69</u>	
AFTER TRANSFERS	<u>-43,903.51</u>	<u>-110,345.95</u>	<u>-253,150.69</u>	
<b>412 ADMINISTRATION</b>				
EXPENDITURE:				
010-410-412-12100 SALARIES & WAGES	65,312.40	140,588.96	308,305.49	54
010-410-412-18100 FICA	4,902.16	10,542.47	23,585.37	55
010-410-412-18200 RETIREMENT	5,930.33	12,753.02	27,994.14	54
010-410-412-18210 401-K MATCH	3,610.80	7,803.87	18,498.33	58
010-410-412-18300 HEALTH INSURANCE	8,527.58	16,732.58	38,439.83	56
010-410-412-18400 RETIREE HEALTH INSURANCE	1,630.98	3,628.46	8,566.00	58
010-410-412-19000 PROFESSIONAL SERVICES	9,019.04	14,563.23	67,000.00	78
010-410-412-25000 VEHICLE SUPPLIES	70.88	136.42	1,000.00	86
010-410-412-26000 SUPPLIES / MATERIALS	2,473.43	5,678.09	18,000.00	68
010-410-412-31000 TRAVEL & TRAINING	4,423.23	7,171.96	10,000.00	28
010-410-412-32100 TELEPHONE / INTERNET	3,007.74	5,962.61	14,000.00	57
010-410-412-32500 POSTAGE	38.00	970.08	5,000.00	81
010-410-412-33100 UTILITIES	728.42	1,825.64	5,000.00	63
010-410-412-35100 BUILDING REPAIR / MAINTENANCE	7,884.84	8,946.52	41,900.00	79
010-410-412-35200 EQUIPMENT MAINTENANCE	1,558.10	2,635.48	4,000.00	34
010-410-412-35300 VEHICLE MAINTENANCE	0.00	0.00	1,000.00	100
010-410-412-39100 ADVERTISING	53.49	53.49	1,000.00	95
010-410-412-39500 DUES & SUBSCRIPTIONS	170.00	1,676.00	1,000.00	-68
010-410-412-39600 BANK SERVICE CHARGES	1,815.69	4,060.58	6,000.00	32
010-410-412-39800 ESC REIMBURSEMENT	2,346.42	2,346.42	8,000.00	71
010-410-412-40450 INSURANCE	-68.26	4,882.71	8,250.00	41
010-410-412-50100 SMALL EQUIPMENT	3,336.20	3,336.20	5,000.00	33
TOTAL EXPENDITURE	<u>126,771.47</u>	<u>256,294.79</u>	<u>621,539.16</u>	<u>59</u>
BEFORE TRANSFERS	<u>-126,771.47</u>	<u>-256,294.79</u>	<u>-621,539.16</u>	
AFTER TRANSFERS	<u>-126,771.47</u>	<u>-256,294.79</u>	<u>-621,539.16</u>	

**413 PLANNING**

EXPENDITURE:

010-410-413-12100 SALARIES & WAGES	16,438.77	34,906.07	72,711.44	52
010-410-413-18100 FICA	1,262.68	2,757.74	5,562.43	50
010-410-413-18200 RETIREMENT	1,492.66	3,260.31	6,602.20	51

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TOWN OF WEAVERVILLE  
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2019-2020

10/01/2019 TO 12/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-410-413-18210 401-K MATCH	986.34	2,154.38	4,362.69	51
010-410-413-18300 HEALTH INSURANCE	1,744.92	3,488.30	7,619.81	54
010-410-413-19000 PROFESSIONAL SERVICE	669.17	997.05	1,500.00	34
010-410-413-25000 VEHICLE SUPPLIES	54.76	77.54	500.00	84
010-410-413-26000 SUPPLIES / MATERIALS	160.00	349.48	1,000.00	65
010-410-413-31000 TRAVEL & TRAINING	460.00	460.00	2,500.00	82
010-410-413-32100 TELEPHONE / INTERNET	321.63	643.26	2,400.00	73
010-410-413-32500 POSTAGE	626.97	835.96	1,200.00	30
010-410-413-35300 VEHICLE MAINTENANCE	0.00	0.00	500.00	100
010-410-413-39100 ADVERTISING	555.76	748.52	1,500.00	50
010-410-413-40450 INSURANCE	0.00	418.48	500.00	16
<b>TOTAL EXPENDITURE</b>	<u>24,773.66</u>	<u>51,097.09</u>	<u>108,458.57</u>	<u>53</u>
BEFORE TRANSFERS	<u>-24,773.66</u>	<u>-51,097.09</u>	<u>-108,458.57</u>	
AFTER TRANSFERS	<u>-24,773.66</u>	<u>-51,097.09</u>	<u>-108,458.57</u>	
<b>431 POLICE</b>				
EXPENDITURE:				
010-430-431-12100 SALARIES & WAGES	241,597.23	502,316.23	956,351.03	47
010-430-431-12500 SEPARATION ALLOWANCE	13,801.98	29,904.29	62,800.00	52
010-430-431-18100 FICA	18,674.30	38,862.95	77,965.05	50
010-430-431-18200 RETIREMENT	23,309.20	48,463.01	92,766.05	48
010-430-431-18210 401-K MATCH	12,637.14	26,712.20	57,381.06	53
010-430-431-18300 HEALTH INSURANCE	33,607.48	66,628.81	147,686.17	55
010-430-431-18400 RETIREE HEALTH INSURANCE	4,892.94	9,785.88	23,698.00	59
010-430-431-19000 PROFESSIONAL SERVICE	9,824.82	29,063.87	87,000.00	67
010-430-431-25000 VEHICLE SUPPLIES	11,319.60	18,539.90	44,399.00	58
010-430-431-26000 SUPPLIES / MATERIALS	2,725.89	6,370.32	6,600.00	3
010-430-431-26200 CRIME PREVENTION	268.95	3,088.95	3,088.95	0
010-430-431-26400 ALCOHOL EDUCATION	314.00	942.00	5,909.93	84
010-430-431-26450 ABC LAW ENFORCEMENT	288.50	596.50	4,483.99	87
010-430-431-26608 COPS FOR KIDS	75.00	200.00	12,987.10	98
010-430-431-26609 PINK PATCH PROJECT	5,158.00	5,302.00	5,292.00	0
010-430-431-26900 UNIFORMS	4,307.19	4,924.62	9,700.00	49
010-430-431-31000 TRAVEL & TRAINING	2,876.42	6,183.85	5,700.00	-8
010-430-431-32100 TELEPHONE / INTERNET	4,246.19	8,441.70	16,540.00	49
010-430-431-32500 POSTAGE	68.36	72.80	200.00	64
010-430-431-33100 UTILITIES	805.47	1,907.55	4,800.00	60
010-430-431-35100 BUILDING REPAIR / MAINTENANCE	485.01	1,369.97	5,500.00	75
010-430-431-35200 EQUIPMENT MAINTENANCE	510.08	2,095.53	2,600.00	19
010-430-431-35300 VEHICLE MAINTENANCE	3,721.40	6,060.79	20,000.00	70
010-430-431-40450 INSURANCE	-691.35	42,318.60	60,861.05	30
010-430-431-50100 SMALL EQUIPMENT	41,457.14	50,658.02	76,700.00	34
010-430-431-50500 CAPITAL EQUIPMENT	0.00	31,215.76	141,550.00	78
<b>TOTAL EXPENDITURE</b>	<u>436,280.94</u>	<u>942,026.10</u>	<u>1,932,559.38</u>	<u>51</u>

**TOWN OF WEAVERVILLE**  
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10/01/2019 TO 12/31/2019

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
BEFORE TRANSFERS	-436,280.94	-942,026.10	-1,932,559.38	
AFTER TRANSFERS	-436,280.94	-942,026.10	-1,932,559.38	
<b>434 FIRE</b>				
EXPENDITURE:				
010-430-434-12100 SALARIES & WAGES	315,814.82	667,942.28	1,298,361.20	49
010-430-434-12110 OVERTIME	8,160.86	18,875.19	59,836.00	68
010-430-434-12800 RELIEF PAY	13,115.25	24,970.50	106,000.00	76
010-430-434-18100 FICA	24,255.60	51,146.99	109,639.59	53
010-430-434-18200 RETIREMENT	29,185.95	61,724.51	123,324.31	50
010-430-434-18210 401-K MATCH	14,880.11	31,293.50	81,491.83	62
010-430-434-18300 HEALTH INSURANCE	51,140.55	99,318.51	205,282.38	52
010-430-434-18400 RETIREE HEALTH INSURANCE	2,192.31	3,823.29	7,566.00	49
010-430-434-19000 PROFESSIONAL SERVICES	2,801.09	4,522.46	11,320.00	60
010-430-434-25000 VEHICLE SUPPLIES	5,282.29	11,484.91	24,000.00	52
010-430-434-26000 SUPPLIES / MATERIALS	1,776.12	3,915.51	10,000.00	61
010-430-434-26100 MEDICAL VACCINATION	0.00	0.00	9,000.00	100
010-430-434-26150 PREVENTATION SUPPLIES	479.30	1,615.01	6,000.00	73
010-430-434-26260 MEDICAL EQUIP & SUPPLIES	1,177.42	2,199.80	6,000.00	63
010-430-434-26600 CONTRIBUTORY EXPENSES	0.00	0.00	644.15	100
010-430-434-26900 UNIFORMS	2,095.58	3,958.54	11,000.00	64
010-430-434-31000 TRAVEL & TRAINING	1,867.80	3,841.39	11,000.00	65
010-430-434-32100 TELEPHONE / INTERNET	4,917.52	9,900.64	20,635.00	52
010-430-434-33100 UTILITIES	3,187.44	6,449.24	15,000.00	57
010-430-434-35100 BUILDING REPAIR / MAINTENANCE	3,199.12	4,272.62	15,000.00	72
010-430-434-35200 EQUIPMENT MAINTENANCE	1,902.06	3,905.61	20,000.00	80
010-430-434-35300 VEHICLE MAINTENANCE	6,621.30	10,239.00	30,000.00	66
010-430-434-39500 DUES & SUBSCRIPTIONS	-9,930.00	5,830.60	8,500.00	31
010-430-434-40450 INSURANCE	-648.39	63,855.89	94,300.00	32
010-430-434-50100 SMALL EQUIPMENT	5,586.28	6,053.26	92,137.89	93
010-430-434-50500 CAPITAL EQUIPMENT	0.00	0.00	44,000.00	100
TOTAL EXPENDITURE	489,060.38	1,101,139.25	2,420,038.35	54
BEFORE TRANSFERS	-489,060.38	-1,101,139.25	-2,420,038.35	
AFTER TRANSFERS	-489,060.38	-1,101,139.25	-2,420,038.35	

**451 STREETS**

EXPENDITURE:

010-450-451-12100 SALARIES & WAGES	36,363.57	78,779.17	159,897.00	51
010-450-451-18100 FICA	2,589.37	5,609.14	12,232.12	54
010-450-451-18200 RETIREMENT	3,301.82	7,153.15	14,518.65	51
010-450-451-18210 401-K MATCH	1,095.30	2,358.20	9,593.82	75
010-450-451-18300 HEALTH INSURANCE	5,493.65	12,772.50	27,690.56	54
010-450-451-19000 PROFESSIONAL SERVICES	446.91	692.82	5,900.00	88

**TOWN OF WEAVERVILLE**  
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	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-450-451-19500 CONTRACT LABOR	2,308.50	11,030.83	28,100.00	61
010-450-451-19900 CONTRACT WORK	1,250.90	1,264.40	30,500.00	96
010-450-451-25000 VEHICLE SUPPLIES	774.52	2,008.57	7,000.00	71
010-450-451-26000 SUPPLIES / MATERIALS	6,423.73	10,571.52	27,000.00	61
010-450-451-26500 SAFETY MATERIALS	73.59	436.54	2,300.00	81
010-450-451-26900 UNIFORMS	210.00	210.00	1,900.00	89
010-450-451-31000 TRAVEL & TRAINING	0.00	0.00	2,500.00	100
010-450-451-32100 TELEPHONE / INTERNET	883.83	1,767.66	3,000.00	41
010-450-451-33100 UTILITIES	8,835.21	20,692.01	58,000.00	64
010-450-451-35100 BUILDING REPAIR / MAI	341.40	597.90	2,200.00	73
010-450-451-35200 EQUIPMENT MAINTENANA	861.00	1,119.00	7,000.00	84
010-450-451-35300 VEHICLE MAINTENANC	304.50	353.45	4,500.00	92
010-450-451-40450 INSURANCE	-602.93	8,761.23	10,890.00	20
010-450-451-50100 SMALL EQUIPMENT	0.00	0.00	2,400.00	100
010-450-451-50300 CAPITAL IMPROVEMEN	43,019.19	301,313.81	354,000.00	15
010-450-451-50500 CAPITAL EQUIPMENT	0.00	0.00	45,000.00	100
TOTAL EXPENDITURE	<u>113,974.06</u>	<u>467,491.90</u>	<u>816,122.15</u>	<u>43</u>
BEFORE TRANSFERS	<u>-113,974.06</u>	<u>-467,491.90</u>	<u>-816,122.15</u>	
AFTER TRANSFERS	<u>-113,974.06</u>	<u>-467,491.90</u>	<u>-816,122.15</u>	
<b>459 POWELL BILL</b>				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	2,207.09	4,758.13	9,247.88	49
010-450-459-18100 FICA	162.49	350.15	707.46	51
010-450-459-18200 RETIREMENT	200.40	432.05	839.71	49
010-450-459-18210 401-K MATCH	70.47	150.37	554.87	73
010-450-459-18300 HEALTH INSURANCE	244.85	475.88	1,106.40	57
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	23,133.52	94,000.00	75
TOTAL EXPENDITURE	<u>2,885.30</u>	<u>29,300.10</u>	<u>106,456.32</u>	<u>72</u>
BEFORE TRANSFERS	<u>-2,885.30</u>	<u>-29,300.10</u>	<u>-106,456.32</u>	
AFTER TRANSFERS	<u>-2,885.30</u>	<u>-29,300.10</u>	<u>-106,456.32</u>	

**471 SANITATION**

EXPENDITURE:

010-470-471-12100 SALARIES & WAGES	53,204.98	112,901.69	282,813.77	60
010-470-471-18100 FICA	3,923.21	8,315.48	21,635.25	62
010-470-471-18200 RETIREMENT	4,831.00	10,251.47	25,679.49	60
010-470-471-18210 401-K MATCH	2,499.63	5,268.03	16,968.83	69
010-470-471-18300 HEALTH INSURANCE	9,582.77	19,251.07	52,038.76	63
010-470-471-18400 RETIREE HEALTH INSUI	1,525.35	2,746.00	4,283.00	36
010-470-471-19000 PROFESSIONAL SERVIC	1,894.61	2,083.05	2,000.00	-4
010-470-471-19500 CONTRACT LABOR	17,448.66	32,687.92	34,000.00	4
010-470-471-25000 VEHICLE SUPPLIES	5,505.73	9,206.66	22,000.00	58

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	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
010-470-471-26000 SUPPLIES / MATERIALS	4,239.65	4,150.45	8,500.00	51
010-470-471-26500 SAFETY MATERIALS	687.94	1,500.69	4,500.00	67
010-470-471-26900 UNIFORMS	546.47	546.47	5,100.00	89
010-470-471-32100 TELEPHONE / INTERNET	162.03	216.04	1,500.00	86
010-470-471-33100 UTILITIES	576.62	1,300.85	4,000.00	67
010-470-471-35100 BUILDING REPAIR / MAI	88.90	88.90	2,300.00	96
010-470-471-35200 EQUIPMENT MAINTENA	6,391.80	6,944.58	10,500.00	34
010-470-471-35300 VEHICLE MAINTENANC	9,665.69	10,581.45	16,500.00	36
010-470-471-40100 TIPPING FEES	14,217.06	29,620.16	75,000.00	61
010-470-471-40450 INSURANCE	769.64	28,998.01	35,000.00	17
010-470-471-50100 SMALL EQUIPMENT	413.82	413.82	5,000.00	92
TOTAL EXPENDITURE	<u>138,175.56</u>	<u>287,072.79</u>	<u>629,319.10</u>	<u>54</u>
BEFORE TRANSFERS	<u>-138,175.56</u>	<u>-287,072.79</u>	<u>-629,319.10</u>	
AFTER TRANSFERS	<u>-138,175.56</u>	<u>-287,072.79</u>	<u>-629,319.10</u>	
<b>612 RECREATION</b>				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	28,876.45	63,333.40	123,677.35	49
010-600-612-18100 FICA	2,141.17	4,694.23	9,461.32	50
010-600-612-18200 RETIREMENT	2,622.02	5,750.66	11,229.90	49
010-600-612-18210 401-K MATCH	1,424.89	3,127.93	7,420.64	58
010-600-612-18300 HEALTH INSURANCE	4,495.75	8,991.73	19,639.56	54
010-600-612-19000 PROFESSIONAL SERVIC	1,882.52	3,426.46	1,500.00	-128
010-600-612-19500 CONTRACT LABOR	0.00	0.00	32,000.00	100
010-600-612-19900 CONTRACT WORK	3,243.50	3,243.50	9,600.00	66
010-600-612-25000 VEHICLE SUPPLIES	968.38	1,528.19	3,000.00	49
010-600-612-26000 SUPPLIES / MATERIALS	5,566.38	9,026.33	22,000.00	59
010-600-612-26500 SAFETY MATERIALS	386.80	386.80	1,800.00	79
010-600-612-26900 UNIFORMS	200.00	200.00	1,900.00	89
010-600-612-32100 TELEPHONE / INTERNET	81.03	108.04	1,200.00	91
010-600-612-33100 UTILITIES	3,126.80	5,161.04	12,500.00	59
010-600-612-35100 BUILDING REPAIR / MAI	0.00	131.00	1,200.00	89
010-600-612-35200 EQUIPMENT MAINTENA	299.00	1,993.17	4,000.00	50
010-600-612-35300 VEHICLE MAINTENANC	30.00	215.98	1,300.00	83
010-600-612-40450 INSURANCE	0.00	4,551.24	7,200.00	37
010-600-612-50100 SMALL EQUIPMENT	0.00	0.00	1,800.00	100
010-600-612-50300 CAPITAL IMPROVEMEN	63,264.65	100,714.56	140,000.00	28
010-600-612-50500 CAPITAL EQUIPMENT	36,121.00	36,121.00	45,000.00	20
TOTAL EXPENDITURE	<u>154,730.34</u>	<u>252,705.26</u>	<u>457,428.77</u>	<u>45</u>
BEFORE TRANSFERS	<u>-154,730.34</u>	<u>-252,705.26</u>	<u>-457,428.77</u>	
AFTER TRANSFERS	<u>-154,730.34</u>	<u>-252,705.26</u>	<u>-457,428.77</u>	
<b>711 WATER ADMINISTRATION</b>				

**TOWN OF WEAVERVILLE**  
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	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
<b>EXPENDITURE:</b>				
030-700-711-12100 SALARIES & WAGES	27,119.91	57,659.58	117,291.84	51
030-700-711-18100 FICA	2,053.34	4,363.71	8,972.83	51
030-700-711-18200 RETIREMENT	2,462.43	5,235.39	10,650.10	51
030-700-711-18210 401-K MATCH	1,620.72	3,438.91	7,037.51	51
030-700-711-18300 HEALTH INSURANCE	3,654.53	7,549.56	21,843.05	65
030-700-711-19000 PROFESSIONAL SERVIC	7,731.57	9,330.21	25,000.00	63
030-700-711-25000 VEHICLE SUPPLIES	136.88	286.79	2,000.00	86
030-700-711-26000 SUPPLIES / MATERIALS	1,250.55	1,974.69	3,500.00	44
030-700-711-26500 SAFETY MATERIALS	114.80	114.80	550.00	79
030-700-711-26900 UNIFORMS	0.00	0.00	400.00	100
030-700-711-31000 TRAVEL & TRAINING	18.17	429.90	2,000.00	79
030-700-711-32100 TELEPHONE / INTERNET	904.72	1,809.43	3,800.00	52
030-700-711-32500 POSTAGE	2,892.95	4,764.00	12,000.00	60
030-700-711-35300 VEHICLE MAINTENANC	0.00	0.00	1,500.00	100
030-700-711-40450 INSURANCE	-386.28	8,221.02	12,500.00	34
030-700-711-50100 SMALL EQUIPMENT	0.00	0.00	1,800.00	100
TOTAL EXPENDITURE	<u>49,574.29</u>	<u>105,177.99</u>	<u>230,845.33</u>	<u>54</u>

BEFORE TRANSFERS	<u>-49,574.29</u>	<u>-105,177.99</u>	<u>-230,845.33</u>
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AFTER TRANSFERS	<u>-49,574.29</u>	<u>-105,177.99</u>	<u>-230,845.33</u>
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**712 PRODUCTION**

<b>EXPENDITURE:</b>				
030-700-712-12100 SALARIES & WAGES	68,469.14	142,163.15	307,721.50	54
030-700-712-18100 FICA	5,039.26	10,444.27	23,540.70	56
030-700-712-18200 RETIREMENT	6,217.04	12,908.48	27,941.11	54
030-700-712-18210 401-K MATCH	2,827.17	4,877.49	18,463.29	74
030-700-712-18300 HEALTH INSURANCE	10,319.87	20,707.31	42,340.26	51
030-700-712-18400 RETIREE HEALTH INSUI	3,156.33	6,007.95	11,850.00	49
030-700-712-19000 PROFESSIONAL SERVIC	1,388.08	2,111.87	18,000.00	88
030-700-712-19600 WATER TESTING / MAIN	3,007.75	5,504.65	16,000.00	66
030-700-712-19900 CONTRACT WORK	1,040.00	2,267.00	10,000.00	77
030-700-712-20000 CHEMICALS	-472.46	13,741.21	60,000.00	77
030-700-712-25000 VEHICLE SUPPLIES	455.71	915.87	4,500.00	80
030-700-712-26000 SUPPLIES / MATERIALS	1,741.74	1,881.87	10,000.00	81
030-700-712-26500 SAFETY MATERIALS	334.51	334.51	2,000.00	83
030-700-712-26900 UNIFORMS	0.00	733.46	2,300.00	68
030-700-712-27001 LAB SUPPLIES	3,943.13	8,177.37	17,500.00	53
030-700-712-31000 TRAVEL & TRAINING	0.00	363.90	4,500.00	92
030-700-712-32100 TELEPHONE / INTERNET	1,038.27	2,182.31	5,500.00	60
030-700-712-33100 UTILITIES	21,237.47	34,791.59	103,000.00	66
030-700-712-34000 SLUDGE REMOVAL	14,510.70	14,510.70	70,000.00	79
030-700-712-35100 BUILDING REPAIR / MAI	0.00	1,733.66	15,000.00	88
030-700-712-35200 EQUIPMENT MAINTENA	2,304.00	2,308.98	13,000.00	82
030-700-712-35300 VEHICLE MAINTENANC	0.00	0.00	3,000.00	100

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030-700-712-40450 INSURANCE	0.00	8,607.30	12,650.00	32
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	507.80	1,419.80	3,800.00	63
030-700-712-50500 CAPITAL EQUIPMENT	35,337.06	36,517.06	80,000.00	54
TOTAL EXPENDITURE	<u>182,402.57</u>	<u>335,211.76</u>	<u>888,606.86</u>	<u>62</u>
BEFORE TRANSFERS	<u>-182,402.57</u>	<u>-335,211.76</u>	<u>-888,606.86</u>	
AFTER TRANSFERS	<u>-182,402.57</u>	<u>-335,211.76</u>	<u>-888,606.86</u>	
<b>713 MAINTENANCE</b>				
EXPENDITURE:				
030-700-713-12100 SALARIES & WAGES	72,213.51	151,625.03	318,838.92	52
030-700-713-18100 FICA	5,149.25	10,793.06	24,391.81	56
030-700-713-18200 RETIREMENT	6,557.01	13,767.64	28,950.57	52
030-700-713-18210 401-K MATCH	1,583.26	3,320.30	19,130.34	83
030-700-713-18300 HEALTH INSURANCE	11,389.81	26,075.41	52,689.83	51
030-700-713-19000 PROFESSIONAL SERVIC	2,243.79	3,996.09	9,000.00	56
030-700-713-19500 CONTRACT LABOR	2,000.00	2,000.00	3,000.00	33
030-700-713-19900 CONTRACT WORK	2,491.26	2,551.26	3,500.00	27
030-700-713-25000 VEHICLE SUPPLIES	1,824.28	3,892.77	9,900.00	61
030-700-713-26000 SUPPLIES / MATERIALS	17,319.29	21,624.50	44,000.00	51
030-700-713-26500 SAFETY MATERIALS	486.75	917.38	3,500.00	74
030-700-713-26900 UNIFORMS	200.00	200.00	4,000.00	95
030-700-713-31000 TRAVEL & TRAINING	240.00	1,259.04	3,800.00	67
030-700-713-32100 TELEPHONE / INTERNET	1,324.22	2,907.44	6,000.00	52
030-700-713-33100 UTILITIES	5,513.76	9,165.55	31,000.00	70
030-700-713-35100 BUILDING REPAIR / MAI	2,265.00	2,735.47	4,800.00	43
030-700-713-35200 EQUIPMENT MAINTENA	1,812.98	3,935.43	8,800.00	55
030-700-713-35300 VEHICLE MAINTENANC	4,444.03	6,091.27	6,900.00	12
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100
030-700-713-40450 INSURANCE	504.50	9,111.79	12,100.00	25
030-700-713-50100 SMALL EQUIPMENT	2,546.00	2,546.00	5,000.00	49
030-700-713-50300 CAPITAL IMPROVEMEN	117,212.94	117,212.94	180,000.00	35
030-700-713-50500 CAPITAL EQUIPMENT	65,680.00	65,680.00	133,000.00	51
TOTAL EXPENDITURE	<u>325,001.64</u>	<u>461,408.37</u>	<u>913,501.47</u>	<u>49</u>
BEFORE TRANSFERS	<u>-325,001.64</u>	<u>-461,408.37</u>	<u>-913,501.47</u>	
AFTER TRANSFERS	<u>-325,001.64</u>	<u>-461,408.37</u>	<u>-913,501.47</u>	
<b>910 DEBT SERVICE</b>				
EXPENDITURE:				
010-910-910-91061 LOAN PAYMENT-FIRE T	0.00	53,540.72	53,541.00	0
010-910-910-91063 LOAN PAYMENT - FIRE :	123,215.79	123,215.79	246,267.58	50
030-910-910-60030 RESERVE FOR BOND PA	20,486.70	20,486.70	203,974.00	90

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	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
TOTAL EXPENDITURE	143,702.49	197,243.21	503,782.58	61
BEFORE TRANSFERS	-143,702.49	-197,243.21	-503,782.58	
AFTER TRANSFERS	-143,702.49	-197,243.21	-503,782.58	
<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	0.00	0.00	35,000.00	100
BEFORE TRANSFERS	0.00	0.00	-35,000.00	
AFTER TRANSFERS	0.00	0.00	-35,000.00	

TOWN OF WEAVERVILLE  
 CAPITAL PROJECT FUND  
 WATERLINE EXTENSION PROJECT ESTABLISHED 2/25/19

	<u>BUDGETED</u>	<u>PAID IN FY 2019</u>	<u>12/31/2019 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>
EXPENDITURE:					
060-300-000-19005 CONSTRUCTION ADMIN	5,000.00	-	1,124.00	1,124.00	3,876.00
060-300-000-19007 LEGAL SERVICES	15,000.00	10,000.00	-	10,000.00	5,000.00
060-300-000-19008 ENGINEERING FEES	405,000.00	118,000.00	100,800.00	218,800.00	186,200.00
060-300-000-19009 INTEREST ON INTERIM	90,000.00	0.00	0.00	-	90,000.00
060-300-000-19900 CONSTRUCTION COST	2,329,200.00	0.00	0.00	-	2,329,200.00
060-300-000-90000 CONTINGENCY	126,400.00	0.00	0.00	-	126,400.00
TOTAL EXPENDITURE	<u>2,970,600.00</u>	<u>128,000.00</u>	<u>101,924.00</u>	<u>229,924.00</u>	<u>2,740,676.00</u>
FINANCING SOURCE:					
060-000-300-60030 TRANSFER FROM WATER FUND	170,600.00	170,600.00	0.00	170,600.00	0.00
060-000-300-60035 PROCEEDS FROM DEBT	2,800,000.00	0.00	0.00	0.00	2,800,000.00
TOTAL FINANCING SOURCE	<u>2,970,600.00</u>	<u>170,600.00</u>	<u>-</u>	<u>170,600.00</u>	<u>2,800,000.00</u>