

**TOWN OF WEAVERVILLE**

**AGENDA**

**Weaverville Community Room at Town Hall  
30 South Main Street, Weaverville, NC 28787**

**June 21, 2022 at 6:00 pm  
Town Council Budget Workshop**

**In-Person and Remote Access via Zoom:**

<https://us02web.zoom.us/j/85948891960> ;

Meeting ID: 859 4889 1960

*Presenter*

- |   |  |
|---|--|
| 1. Call to Order .....  | Mayor Fitzsimmons                                    |
| 2. I-26 bridge replacement project and budget impact .....  | Town Attorney Jackson                                |
| 3. Water line replacement project and budget impact .....   | Public Works Dir. Pennell<br>Finance Director Dozier |
| 4. Overview of fee schedule .....   | Finance Director Dozier                              |
| 5. Overview of revisions to proposed budget .....   | Town Manager Coffey                                  |
| 6. Closed Session .....   | Mayor Fitzsimmons                                    |
| <i>N.C.G.S. § 143-318.11(a)(6) – To consider the qualifications, competence, performance, character, fitness, conditions of appointment or employment of an individual public officer or employee; and N.C.G.S § 143-318.11(a)(5) – To establish the position to be taken by the public body concerning the amount of compensation and other material terms of an employment contract or proposed employment contract</i> |  |
| 5. Adjournment .....  | Mayor Fitzsimmons                                    |

**WEAVERVILLE TOWN COUNCIL WORKSHOP FOR  
JUNE 21, 2022 AT 6:00 PM  
REMOTE ELECTRONIC MEETING CREDENTIALS**

**PUBLIC NOTICE** is hereby given to inform the public that the Weaverville Town Council will hold its regularly scheduled workshop meeting on **Tuesday, June 21, 2022, at 6:00 p.m. as both an in-person meeting in Council Chambers and the Community Room at Weaverville Town Hall, 30 South Main Street, Weaverville, and as an electronic video meeting via Zoom Meeting.**

**For those wishing to join the meeting remotely, a virtual waiting room will be enabled and participants will be allowed entry into the meeting just prior to the start of the meeting. The instructions to access this public meeting are:**

**To join the meeting by computer,** go to this link <https://us02web.zoom.us/j/85948891960>  
You may be asked for permission to access your computer's video and audio. If so, click "allow."  
You will then be asked for the Meeting ID which is: 859 4889 1960. You will first enter a virtual waiting room. The host will admit you into the meeting when appropriate and prior to the start of the meeting.

**To join the meeting by phone,** call: (253) 215-8782 or (301)715 8592  
You will then be asked for the Meeting ID which is: 859 4889 1960 . There is no password for this meeting, so if asked for one just press the # button.

At this regular workshop meeting the Mayor and Town Council will discuss the proposed Fiscal Year 2022-2023 Budget. Action by Town Council is not anticipation but may be taken. Public input will not be taken during this meeting.

**Access to the Meeting Recording:** A recording of the meeting will be available for at least 30 days beginning 24 hours after the meeting. To access the recording visit the Town's YouTube channel at [https://www.youtube.com/channel/UCkBK1doIGY\\_06\\_vJiqimFUQ](https://www.youtube.com/channel/UCkBK1doIGY_06_vJiqimFUQ) or the Town's website at <https://www.weavervillenc.org>, or call the Town Clerk at (828)645-7116.

Patrick Fitzsimmons, Mayor  
6/2/2022

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** June 21, 2022

**SUBJECT:** I-26 Bridge Replacement Project

**PRESENTER:** Town Attorney Jennifer Jackson

**ATTACHMENTS:** Plan Sheets #5 and #6  
Proposed Right-of-Way Deed  
Proposed Agreement for Entry  
Proposed Resolution

**DESCRIPTION/SUMMARY OF REQUEST:**

Town Council has been in the process of negotiating an amount of compensation related to replacement of I-26 bridges over Quarry Road. At its last meeting Town Council counteroffered with \$25,000 and that amount was sent to NCDOT for consideration. NCDOT has agreed to pay the Town of Weaverville \$20,000.00 for the project.

As a reminder, NCDOT has informed the Town that the vast majority of the construction work will be conducted from above on the current bridges and within NCDOT's existing right-of-way. Some limited work will need to be done from Town-owned property, and the following has been identified as being needed to accomplish the project:

- Temporary Construction Easement (0.062 acre – shown in yellow on Plan Sheet 6)
- Permanent Drainage Easement ((0.075 acre – shown in dark pink on Plan Sheet 6)
- Permanent Right-of-Way (0.325 acre – shown in green on Plan Sheets 5 and 6)
- Right of entry providing access to NCDOT and its contractors along Quarry Road with conditions providing for security of the firing range, a vehicle turnaround area, repair of damage to the road, and only limited road closures

The permanent right-of-way, permanent drainage easement, and the temporary construction easement are contained in the attached Right-of-Way Deed and the right of entry over the non-public portion of Quarry Road is addressed in the attached Agreement.

**COUNCIL ACTION REQUESTED:**

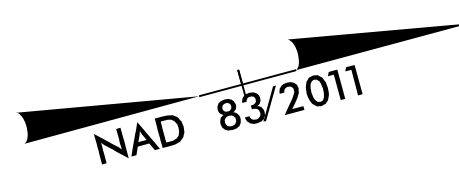
The Town Manager, Town Attorney, and Public Works Director recommend that Town Council (1) accept the \$20,000.00 as fair and just compensation for the easements and right-of-way, and (2) approve the attached Deed for Highway Right-of-Way Deed and Agreement for Entry and authorize the proper execution of the same by the Mayor and Town Clerk.

A resolution approving the same is attached for Town Council's consideration.



-L-

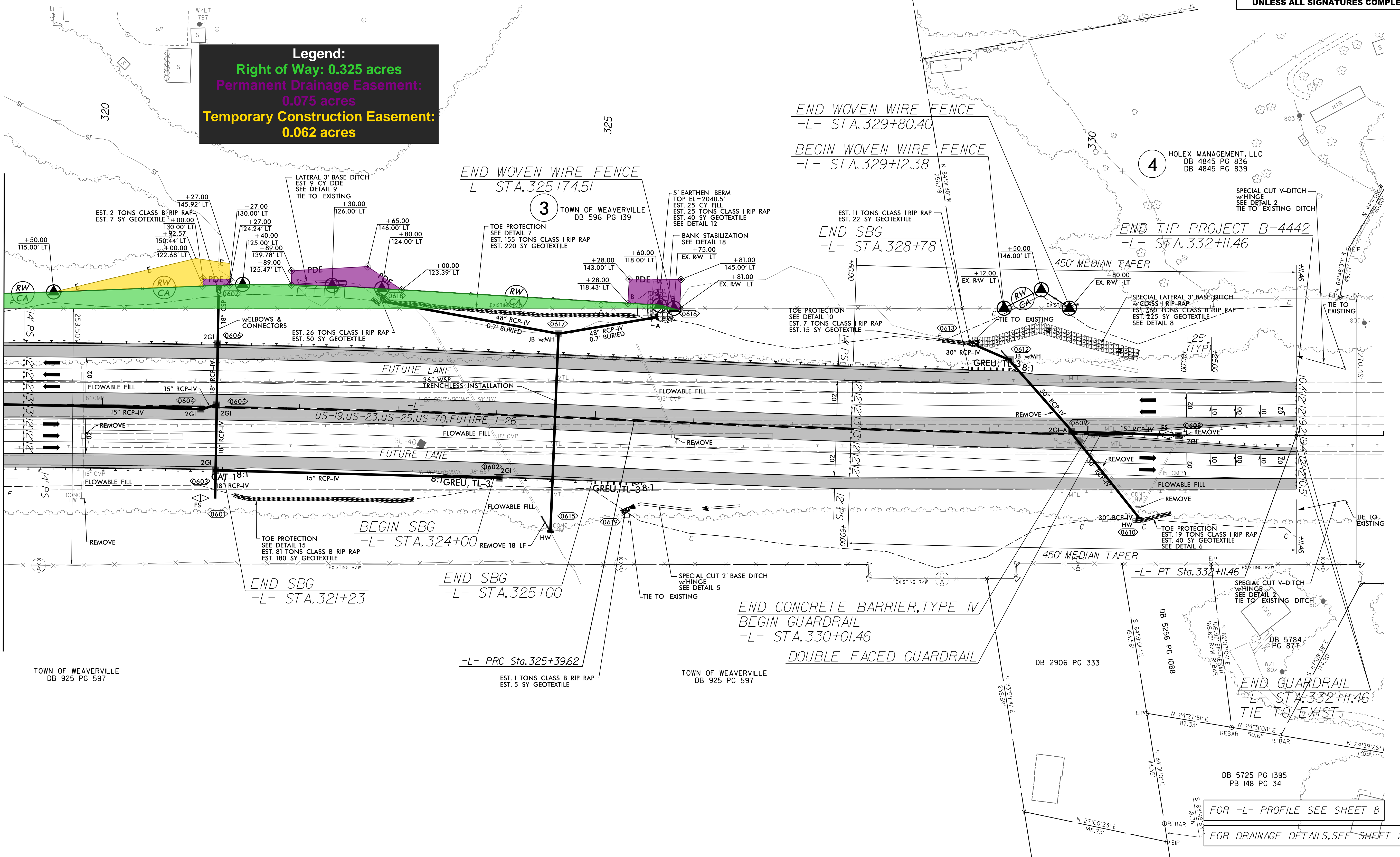
PI Sta 322+03.75	PI Sta 328+75.60
$\Delta = 2^\circ 39' 17.1''$ (RT)	$\Delta = 2^\circ 39' 17.1''$ (LT)
$D = 0^\circ 23' 42.5''$	$D = 0^\circ 23' 42.5''$
$L = 671.84'$	$L = 671.84'$
$T = 335.98'$	$T = 335.98'$
$R = 14,500.00'$	$R = 14,500.00'$
SE = NC	SE = NC
V = 70 MPH	V = 70 MPH



**Legend:**  
 Right of Way: 0.325 acres  
 Permanent Drainage Easement: 0.075 acres  
 Temporary Construction Easement: 0.062 acres

DB 4786 PG 1703

MATCHLINE -L- STA 319+00 SEE SHEET 05



REVISIONS

1/18/2022  
 164142.dwg  
 mohammed.falaha

FOR -L- PROFILE SEE SHEET 8  
 FOR DRAINAGE DETAILS, SEE SHEET 2D-1

Revenue Stamps \$ 40.00

## DEED FOR HIGHWAY RIGHT OF WAY

THIS INSTRUMENT DRAWN BY Robert Haskett CHECKED BY Ashley E. Robertson

The hereinafter described property  Does  Does not include the primary residence of the Grantor

RETURN TO: Division R/W Agent, NCDOT  
6 Roberts Rd. STE 102  
Asheville, NC 28803

NORTH CAROLINA  
COUNTY OF Buncombe  
TAX PARCEL 9732751576

TIP/PARCEL NUMBER: B-4442 003  
WBS ELEMENT: 38368.2.1  
ROUTE: Replace US-19, US-23,US-25,  
US-70, Future I-26 Bridges Over  
Reems Creek - Structures No. 370  
and 373

THIS FEE SIMPLE DEED, made and entered into this the \_\_\_\_\_ day of \_\_\_\_\_ 20 22  
by and between Town of Weaverville, a municipal corporation of North Carolina  
PO Box 338  
Weaverville, NC 28787

hereinafter referred to as GRANTORS, and the Department of Transportation, an agency of the State of North Carolina, 1546 Mail Service Center, Raleigh, NC 27611, hereinafter referred to as the Department;

### WITNESSETH

That the GRANTORS, for themselves, their heirs, successors, and assigns, for and in consideration of the sum of \$ 20,000.00 agreed to be paid by the DEPARTMENT to the GRANTORS, do hereby give, grant and convey unto the DEPARTMENT, its successors and assigns, in FEE SIMPLE (together with any provisions relating to abutter's rights of access which may be hereinafter stated), that certain property located in Reems Creek Township, Buncombe County, North Carolina, which is particularly described as follows:

**Point of beginning being S 30°50'20.7" W, 363.633 feet from -L- Sta 320+00 thence to a point on a bearing of N 15°5'29.2" E 929.789 feet thence to a point on a bearing of S 27°25'5.5" W 15.098 feet thence to a point on a bearing of S 18°29'38.2" W 31.932 feet thence to a point on a bearing of S 18°29'38.2" W 229.952 feet thence to a point on a bearing of S 18°29'38.2" W 20.180 feet thence to a point on a bearing of S 18°54'2.0" W 50.471 feet thence to a point on a bearing of S 15°43'18.4" W 41.359 feet thence to a point on a bearing of S 15°43'18.4" W 49.425 feet thence to a point on a bearing of S 12°48'42.0" W 13.134 feet thence to a point on a bearing of S 12°48'42.0" W 27.274 feet thence to a point on a bearing of S 12°48'42.0" W 151.424 feet thence to a point on a bearing of S 13°23'34.9" W 260.767 feet thence to a point on a bearing of S 15°5'57.9" W 40.000 feet thence to a point on a bearing of S 74°54'2.1" E 8.961 feet returning to the point and place of beginning. Having an area of 14169.302 Sqr feet-being approximately 0.325 acres.**

COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

IN ADDITION, and for the aforesated consideration, the GRANTORS further hereby convey to the DEPARTMENT, its successors and assigns the following described areas and interests:

**Permanent Drainage Easement described as follows:**

**Area One:**

Point of beginning being N 28°22'26.7" W, 178.049 feet from -L- Sta 320+00 thence to a point on a bearing of N 73°52'34.6" W 5.765 feet thence to a point on a bearing of S 16°4'13.4" W 27.242 feet thence to a point on a bearing of S 73°58'58.6" E 7.315 feet thence to a point on a bearing of N 12°48'42.0" E 27.274 feet returning to the point and place of beginning. Having an area of 178.121 Sqr feet being approximately 0.004 acres.

**Area Two:**

Point of beginning being N 12°32'1.4" W, 263.125 feet from -L- Sta 320+00 thence to a point on a bearing of N 18°54'2.0" E 50.471 feet thence to a point on a bearing of N 18°29'38.2" E 20.180 feet thence to a point on a bearing of S 49°21'25.7" W 41.940 feet thence to a point on a bearing of S 11°53'19.2" W 77.000 feet thence to a point on a bearing of S 73°37'52.6" E 14.310 feet thence to a point on a bearing of N 15°43'18.4" E 41.359 feet returning to the point and place of beginning. Having an area of 1708.753 Sqr feet being approximately 0.039 acres.

**Area Three:**

Point of beginning being N 5°25'53.5" E, 588.144 feet from -L- Sta 320+00 thence to a point on a bearing of N 15°5'29.2" E 5.958 feet thence to a point on a bearing of N 72°24'33.7" W 29.302 feet thence to a point on a bearing of S 15°30'44.1" W 52.741 feet thence to a point on a bearing of S 72°17'30.3" E 24.569 feet thence to a point on a bearing of N 18°29'38.2" E 31.932 feet thence to a point on a bearing of N 27°25'5.5" E 15.098 feet returning to the point and place of beginning. Having an area of 1398.213 Sqr feet being approximately 0.032 acres.

Said Permanent Drainage Easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

It is understood and agreed that the Department shall have the right to construct and maintain the cut and/or fill slopes in the above-described Permanent Drainage Easement area(s). It is further understood and agreed that Permanent Drainage Easement shall be used by the Department for additional working area during the above described project. The underlying fee owner shall have the right to continue to use the Permanent Drainage Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

**Temporary Construction Easement described as follows:**

Point of beginning being N 32°57'2.6" W, 193.868 feet from -L- Sta 320+00 thence to a point on a bearing of S 23°26'58.9" W 35.071 feet thence to a point on a bearing of S 1°52'11.6" W 148.176 feet thence to a point on a bearing of N 12°48'42.0" E 151.424 feet thence to a point on a bearing of N 73°58'58.6" W 7.315 feet thence to a point on a bearing of N 16°4'13.4" E 27.242 feet thence to a point on a bearing of N 73°52'34.6" W 15.923 feet returning to the point and place of beginning. Having an area of 2712.060 Sqr feet being approximately 0.062 acres.

This construction easement(s) shall expire upon completion and acceptance of the aforementioned project. The underlying fee owner shall have the right to continue to use the Temporary Easement area(s) in any manner and for any purpose, including but not limited to the use of said area for access, ingress, egress, and parking, that does not, in the determination of the Department, obstruct or materially impair the actual use of the easement area(s) by the Department of Transportation, its agents, assigns, and contractors.

SPECIAL PROVISIONS. This deed is subject to the following provisions only:

NONE

COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

The property hereinabove described was acquired by the GRANTORS by instrument(s) recorded in the Buncombe County Registry in Deed Book 596 Page 139.

The final right of way plans showing the above described right of way are to be certified and recorded in the Office of the Register of Deeds for said County pursuant to N.C.G.S. 136-19.4, reference to which plans is hereby made for purposes of further description and for greater certainty.

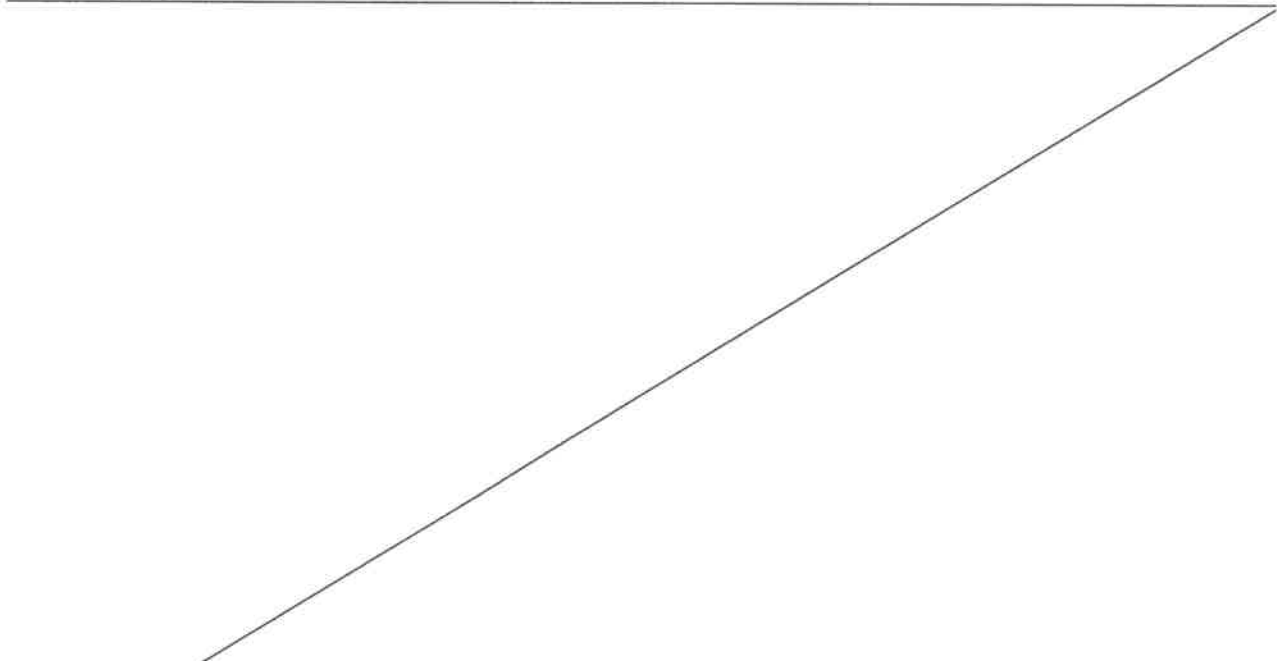
The Grantors acknowledge that the project plans for Project # 38368.2.1 have been made available to them. The Grantors further acknowledge that the consideration stated herein is full and just compensation pursuant to Article 9, Chapter 136 of the North Carolina General Statutes for the acquisition of the said interests and areas by the Department of Transportation and for any and all damages to the value of their remaining property; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project # 38368.2.1, Buncombe County, and for the past and future use of said areas by the Department of Transportation, its successors and assigns for all purposes for which the said Department is authorized by law to subject the same.

IT IS UNDERSTOOD AND AGREED between the parties hereto that this conveyance is made for the purpose of constructing and establishing upon the right of way hereby conveyed a road or highway designated as State Highway Project 38368.2.1, Buncombe County, which road or highway is a controlled access facility as defined by law and the GRANTORS shall have no right of access to said road or highway, except such access as may be provided by way of local service or frontage roads and streets or specific access points as shown and designated as such on the right of way plans for said State Highway Project on file in the office of the DEPARTMENT in Raleigh, North Carolina and to be recorded in the Register of Deeds Office of Buncombe County pursuant to NCGS 136-19.4.

The access as provided is more particularly described as follows:

By means of a service or frontage road which is designated as Quarry Rd. on said plans, said access point being located between Survey Station 315+50.00 and Survey Station 315+80.00 on Survey Line -L-.

As to such local service or frontage roads and streets or specific points of access, the GRANTORS reserve unto themselves, their heirs, successors, executors and assigns for the benefit of their remaining property abutters' rights of access thereto as at common law; subject, however, to the right of the DEPARTMENT to reasonably regulate said abutters' rights of access in order to protect and safeguard the traveling public.





COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

TO HAVE AND TO HOLD the aforesaid premises and all privileges and appurtenances thereunto belonging to the DEPARTMENT, its successors and assigns in FEE SIMPLE, or by easement as indicated, for the past, present and future use thereof and for all purposes which the said Department is authorized by law to subject the same.

And the GRANTORS covenant with the DEPARTMENT, that the GRANTORS are seized of the premises in fee simple, have the right to convey the same in fee simple, or by easement as indicated, that the title thereto is marketable and free and clear of all encumbrances, and that the GRANTORS will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is hereby conveyed subject to the following exceptions: **Restrictive covenants and easements of record, government regulations, and the lien of property taxes for the current year.**

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COUNTY: Buncombe WBS ELEMENT: 38368.2.1 TIP/PARCEL NO.: B-4442 003

IN WITNESS WHEREOF, GRANTOR, pursuant to a resolution dated \_\_\_\_\_, has caused this instrument to be signed in its corporate name by its MAYOR, its corporate seal hereto affixed, and attested by its CITY CLERK, by order of the Weaverville CITY COUNCIL, this the day and year first above written

This instrument does not transfer the herein described interests unless and until this document is accepted by an authorized agent of the Department of Transportation.

Town of Weaverville, a Municipal Corporation of North Carolina

\_\_\_\_\_  
Patrick Fitzsimmons, Mayor of Town of Weaverville (SEAL)

\_\_\_\_\_  
James Eller, Clerk of the Town of Weaverville (SEAL)

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	<b>JAMES ELLER</b> _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF <u>Weaverville</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Weaverville, sealed with its corporate seal, and attested by <b>JAMES ELLER</b> _____ as its TOWN CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>22</u>
	_____ Notary Public
	My commission expires:

## AGREEMENT FOR ENTRY

Prepared By: Robert Haskett, Jr.  
RETURN TO: Division Right of Way Agent  
6 Roberts Road., Suite 102  
Asheville, NC 28803

STATE OF NORTH CAROLINA

TIP/PARCEL NO.: B-4442 003

Buncombe COUNTY

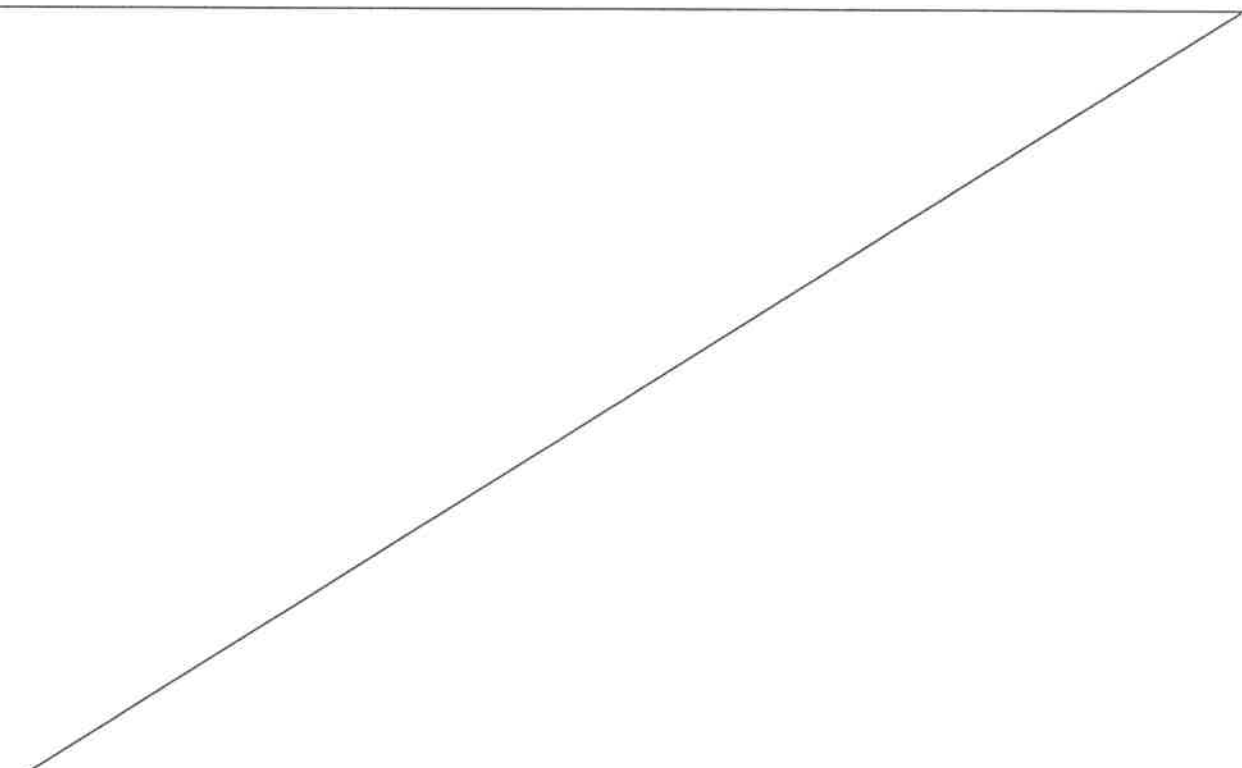
WBS ELEMENT 38368.2.1

THIS AGREEMENT made this the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by  
and between the North Carolina Department of Transportation (hereinafter called the Department) and  
The Town of Weaverville, a municipal corporation of North Carolina  
PO Box 338 Weaverville, NC 28787  
(hereinafter called the owners);

### WITNESSETH

THAT WHEREAS, the Department desires to enter certain lands of the owners located in  
Reems Creek Township, Buncombe County County, described as follows:

Being that property described in Deed recorded at Deed Book 596, Page 139 of the Buncombe County  
Registry, from William R. Buckner and wife Atlas Buckner and Stanley Buckner and wife, Melba R. Nanney  
Buckner to the Town of Weaverville and recorded on November 12, 1945.



TIP/PARCEL NO.: B-4442 003

COUNTY: Buncombe

WHEREAS, the Department is authorized by G.S. 136-118 to enter into this agreement without filing the pleadings as set forth in G.S. 136-103.

NOW THEREFORE, in consideration of the mutual benefits inuring to all parties to this agreement and in further consideration of the mutual covenants contained herein, the parties to this agreement do hereby agree and consent that the Department, its employees, officials, contractors, or agents, or assigns, as well as utility companies and all others deemed necessary by the Department, may enter upon the above described lands for carrying on the work, construction, and utility relocations or utility encroachments for Project 38368.2.1 in accordance with the plans and specifications on file in its office in Raleigh, North Carolina, and that the Department, its employees, officials, agents, contractors, or assigns, as well as utility companies and all others deemed necessary by the Department, shall have the same rights for carrying on the work, construction, and utility relocations or utility encroachments for the project as would have been accorded by filing the pleadings required in North Carolina General Statute 136-103. It is understood and agreed that this Agreement includes the right to use the Permanent Utility Easement shown on the DEPARTMENT's plans for the installation and maintenance of utilities, and for all purposes for which the DEPARTMENT is authorized by law to subject same. The Department and its agents, assigns, and licensees (including, without limitation, public utility companies) shall have the right to construct and maintain in a proper manner in, upon and through said premises utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress.

The right of entry described herein shall be presumed to begin as of the day and year of the entry of this agreement as first above written. The parties hereto agree that the right of entry granted shall not be deemed a trespass on the owners' property. The OWNERS DO HEREBY EXPRESSLY WAIVE any and all claims arising from any entry made pursuant to this agreement and being in the nature of a trespass, taking, or an inverse condemnation. This waiver applies to the Department, its employees, officials, contractors, agents, assigns, and/or licensees, as well as to utility companies and all others deemed necessary by the Department to enter the property for the purposes set forth herein.

IT IS FURTHER AGREED THAT, the right of entry described herein shall extend for the PERIOD BEGINNING WITH THE DATE OF THIS AGREEMENT AND CONTINUING THEREAFTER UNTIL THE DEPARTMENT'S ACCEPTANCE OF THE COMPLETED HIGHWAY PROJECT.

During the aforesaid period, the parties hereto shall continue to negotiate a resolution of the owners' claim for compensation for the property to be acquired for this highway project. In the event the Department determines that such negotiations have reached an impasse, the Department shall give written notice thereof to the Owners and may file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina. Likewise, the Owners may give written notice to the Department that such negotiations have reached an impasse and request the Department to file appropriate proceedings in the Superior Court to determine just compensation as provided in Article 9, Chapter 136 of the General Statutes of North Carolina.

In the event that, as of the date of the acceptance by the Department of the completed highway project, the Department has not filed proceedings pursuant to Article 9, Chapter 136 of the General Statutes or the Owners' claim for just compensation for the property acquired for the highway project has not been otherwise resolved a settlement agreement, the Owners shall have two (2) years following the completion of the highway project in which to proceed to a determination of just compensation in the Superior Court pursuant to Article 9, Chapter 136 of the North Carolina General Statutes.

NCDOT and NCDOT's contractor's will be allowed to utilize approximately 2,250 feet of Quarry Road which is owned by the Town of Weaverville and used by the Town for official Town business but not open to the public, for access and construction purposes with the following conditions:

- NCDOT will construct a gravel vehicle turnaround area in an area agreed upon by the Town of Weaverville and NCDOT and NCDOT will maintain such area during the duration of the project.
- NCDOT will install a gate at the location agreed upon by the Town of Weaverville and NCDOT to prevent unauthorized access to the shooting range.
- NCDOT will maintain the unpaved roadway known as Quarry Road during the construction project and agrees to machine and add stone as needed at the end of the project to repair the roadway to pre-project condition or better.
- NCDOT will coordinate closely with the Town of Weaverville on construction activities that will impact the use of the roadway by the Town. NCDOT will work with the Town on any closures to limit the closure to 15 minutes or if longer time is needed NCDOT will coordinate with the Town on specific agreeable time frames

TIP/PARCEL NO.: B-4442 003

COUNTY: Buncombe

IN WITNESS WHEREOF, the parties hereto have set their hands and adopted seals, or if corporate, have caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

**Town of Weaverville, a Municipal Corporation  
Of North Carolina**

**Patrick Fitzsimmons, Mayor of Town of  
Weaverville**

**James Eller, Clerk of the Town of  
Weaverville**

ACCEPTED FOR THE DEPARTMENT OF TRANSPORTATION BY: \_\_\_\_\_

(Official Seal)	North Carolina, _____ County
	I, _____, a Notary Public for _____ County, North Carolina, certify that
	<b>JAMES ELLER</b> _____ personally came before me this day and acknowledged that he/she is the CLERK of the TOWN OF <u>Weaverville</u> , and that by authority duly given, the foregoing instrument was signed in its name by its MAYOR of the TOWN OF Weaverville, sealed with its corporate seal, and attested by <b>JAMES ELLER</b> _____ as its TOWN CLERK.
	Witness my hand and official seal this the _____ day of _____, 20 <u>22</u> .
	_____ Notary Public
	My commission expires:

**RESOLUTION OF THE WEAVERVILLE TOWN COUNCIL  
GRANTING RIGHT-OF-WAY AND EASEMENTS TO THE NORTH CAROLINA  
DEPARTMENT OF TRANSPORTATION FOR THE FUTURE I-26 BRIDGE  
REPLACEMENT PROJECT OVER REEMS CREEK**

**WHEREAS**, the North Carolina Department of Transportation (NCDOT) has plans to replace US-19, US-23, US-25, US-70, Future I-26 Bridges over Reems Creek, Structures No. 370 and 373, under TIP Project B-4442, as shown on Plan Sheets #5 and #6 (Future I-26 Bridge Replacement Project); and

**WHEREAS**, NCDOT has requested the Town to sell the following: permanent right-of-way (0.325 ac), permanent drainage easement (0.004 ac), permanent drainage easement (0.039 ac), permanent drainage easement (0.032 ac), temporary construction easement, and agreement for right of entry;

**WHEREAS**, the Town desires to cooperate with NCDOT to facilitate the construction of the Future I-26 Bridge Replacement Project in a timely manner;

**WHEREAS**, through a process of negotiation the Town of Weaverville and NCDOT have agreed that \$20,000.00 is a fair and just compensation to the Town for the conveyance of the Right-of-Way Deed and for the Agreement for Entry which contains certain agreed upon conditions;

**NOW, THEREFORE, BE IT RESOLVED**, that, (1) \$20,000.00 is hereby approved as being just and fair compensation for the granting of the Deed of Highway Right-of-Way and Agreement for Entry for the Future I-26 Bridge Replacement Project; (2) the Deed of Highway Right-of-Way and Agreement are hereby granted for the above-described Future I-26 Bridge Replacement Project; and (3) the Mayor and Town Clerk are hereby authorized to execute the same and deliver them to NCDOT in exchange for the agreed upon compensation.

**ADOPTED** this the 21st day of June, 2022.

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**PATRICK FITZSIMMONS**, Mayor

---

**JAMES ELLER**, Town Clerk

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

**DATE OF MEETING:** June 21, 2022

**SUBJECT:** Water Line Replacement Project

**PRESENTER:** Public Works Director and Finance Director

**ATTACHMENTS:** Engineer's Recommendation of Award and  
Certified Bid Tabulation  
Construction Contract - Stipulated Sum

**DESCRIPTION /SUMMARY OF REQUEST:**

A water line replacement project was included in the Water Maintenance FY22 budget, to replace 3 dilapidated waterlines in the Town's water system. These replacements consist of the following: 1) the last section of asbestos-cement water line in the town's system on Highland Street will be abandoned and replaced with a newer ductile iron line; 2) a replacement water line will be installed on Coleman Street where the existing 2" water line has been found to be obsolete, especially when considering the recent development of 7 new single family homes along the street; and 3) a replacement 6" water line will be installed on Shuford Road to replace an old 2" cross-country line that has been a constant source of leaks and water loss. The cost was estimated at \$150,000 in February 2021.

Our consulting engineer, WithersRavenel, prepared plans for the project and received state approval. Four bids were received and opened on June 1, 2022. The low bidder was T.P. Howard Plumbing from Fairview, NC, in the amount of \$349,600.00.

All of the Town's contacts in the construction trades, including contractors and suppliers, tell us that they expect to see continued increases in prices through 2023 and ongoing supply chain issues with pipe, fittings, and other appurtenances. Therefore, although this low bid amount exceeds the budget for this project, our engineers and the Public Works staff recommend that the Town accept the low bid and award the project to T.P. Howard Plumbing.

If Town Council wishes to follow the recommendation and award the bid to T.P. Howard, an additional \$199,600 in water funds will need to be added to the FY23 budget and the \$150,000 that is currently budgeted will need to be re-appropriated into FY23 through a budget amendment in July.

**ACTION REQUESTED:**

Council discussion and possible action to award the bid, add the additional \$199,600 to the FY23 water fund budget, and authorize the Mayor and Town staff to execute a contract for this work in July, subject to staff level approval.



June 13, 2022

Dale Pennell, P.E., P.L.S., Public Works Director  
Town of Weaverville  
15 Quarry Road  
Weaverville, North Carolina, 28787

RE: Bid Tabulation and Recommendation – Water Line Replacements  
WR Project No. 08200972.00

Dear Mr. Pennell:

On Wednesday, June 1, 2022 bids were received for the referenced project. This letter is to present our tabulation and evaluation of the bids and make a recommendation for award.

### EVALUATION OF BIDS

The bids were received in the form of various unit items with specified quantities for each item. As described in the General Conditions, the bid comparison is to be based on the bid unit item cost multiplied by the specified quantity to achieve an “Extended Price.” The Extended Prices are then summed for a Total Work Price. Four (4) bids were received from the contractors listed below and on the attached Certified Bid Tabulation.

Bidder	Total Work Price
Buckeye Bridge LLC	\$544,227.00
Cooper Construction	\$486,682.50
Hyatt Pipeline LLC	\$382,495.00
T.P. Howards Plumbing Co.	\$349,600.00

Individual line-item bid amounts are provided in the attached Certified Bid Tabulation. A review of the bid submittal packages found all four bids to be complete with the required supporting documentation was provided. Minor mathematical corrections were made to the bid submitted by Cooper Construction as noted on the accompanying Tabulation.

T.P. Howard’s Plumbing Co. Inc. has been found to be the low bidder. WithersRavenel confirmed via the North Carolina Licensing Board for General Contractors website that T.P. Howard’s Plumbing Co. Inc., Licensee Number 83225, holds a current license for Public Utility work in North Carolina with an Unlimited classification. We also checked with the North Carolina Better Business Bureau and Secretary of State business licensing office and found no adverse information regarding T.P. Howard’s Plumbing Co. Inc.



## RECOMMENDATION

Based on our review of the bids and confirmation that T.P. Howard's Plumbing Co. Inc. is appropriately licensed and finding no adverse complaints regarding their work, WithersRavenel recommends that the Town of Weaverville award the contract to T.P. Howard's Plumbing Co. Inc. in the amount of \$349,600.00, contingent upon the availability of sufficient funds to enter into the contract.

If you have any questions or need additional information, please call me at (919) 238-0325 or email [dbolden@withersravenel.com](mailto:dbolden@withersravenel.com) and I will be glad to assist you.

Sincerely,

WithersRavenel



Dana J. Bolden, P.E.  
Senior Project Manager

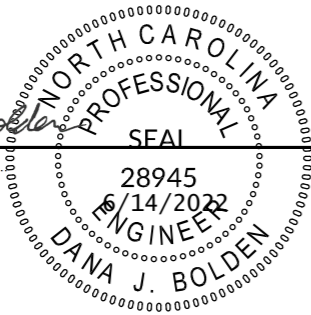
Attachments: Certified Bid Tabulation

Project Bid Tabulation Weaverville Waterline Replacement Town of Weaverville, NC WithersRavenel Project No. 08200972.00				June 7, 2022		Buckeye Bridge LLC		Cooper Construction		Hyatt Pipeline LLC		T.P. Howards Plumbing Co.	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
1	Bonds, Insurance, Mobilization, 5% Max	LS	1	\$ 27,200.00	\$ 27,200.00	\$ 70,000.00	\$ 70,000.00	\$ 10,500.00	\$ 10,500.00	\$ 12,000.00	\$ 12,000.00		
2	6-Inch PC 350 DI Water Main (Push-on Joint)	LF	260	\$ 109.80	\$ 28,548.00	\$ 72.95	\$ 18,967.00	\$ 73.00	\$ 18,980.00	\$ 70.00	\$ 18,200.00		
3	6-Inch PC 350 DI Water Main (Restrained Joint)	LF	450	\$ 135.10	\$ 60,795.00	\$ 86.25	\$ 38,812.50	\$ 80.00	\$ 36,000.00	\$ 76.00	\$ 34,200.00		
4	6-inch Gate Valve Assembly	EA	1	\$ 2,088.00	\$ 2,088.00	\$ 2,200.00	\$ 2,200.00	\$ 2,600.00	\$ 2,600.00	\$ 1,800.00	\$ 1,800.00		
5	AWWA C153 Ductile Iron Fittings for Water Line	LBS	288	\$ 15.00	\$ 4,320.00	\$ 17.75	\$ 5,112.00	\$ 15.00	\$ 4,320.00	\$ 20.00	\$ 5,760.00		
6	4-Inch RJ Plug Tapped for 2-inch Pipe	EA	2	\$ 291.00	\$ 582.00	\$ 425.00	\$ 850.00	\$ 970.00	\$ 1,940.00	\$ 650.00	\$ 1,300.00		
7	2-Inch PVC SDR 13.5 Water Main (Push-on Joint)	LF	390	\$ 69.90	\$ 27,261.00	\$ 52.00	\$ 20,280.00	\$ 37.00	\$ 14,430.00	\$ 35.00	\$ 13,650.00		
8	2-Inch PVC SDR 13.5 Water Main (Restrained Joint)	LF	600	\$ 78.40	\$ 47,040.00	\$ 75.00	\$ 45,000.00	\$ 39.50	\$ 23,700.00	\$ 40.00	\$ 24,000.00		
9	2-Inch Gate Valve	EA	4	\$ 1,414.00	\$ 5,656.00	\$ 1,885.00	\$ 7,540.00	\$ 1,750.00	\$ 7,000.00	\$ 1,160.00	\$ 4,640.00		
10	2-inch 11.25° RJ Bend	EA	5	\$ 462.00	\$ 2,310.00	\$ 380.00	\$ 1,900.00	\$ 1,000.00	\$ 5,000.00	\$ 350.00	\$ 1,750.00		
11	12"x 6" Tapping Sleeve and Valve Assembly	EA	1	\$ 12,542.00	\$ 12,542.00	\$ 7,400.00	\$ 7,400.00	\$ 10,750.00	\$ 10,750.00	\$ 11,000.00	\$ 11,000.00		
12	2-inch Water Mian Connection	EA	2	\$ 1,926.00	\$ 3,852.00	\$ 2,500.00	\$ 5,000.00	\$ 5,900.00	\$ 11,800.00	\$ 2,000.00	\$ 4,000.00		
13	Connect to Existing 2-inch PVC Water Main with Coupling on Chestnut Street	LS	1	\$ 4,360.00	\$ 4,360.00	\$ 4,200.00	\$ 4,200.00	\$ 7,700.00	\$ 7,700.00	\$ 2,000.00	\$ 2,000.00		
14	¾" Water Service Reconnection	EA	10	\$ 1,284.00	\$ 12,840.00	\$ 2,100.00	\$ 21,000.00	\$ 1,500.00	\$ 15,000.00	\$ 1,050.00	\$ 10,500.00		
15	1 Water Service Reconnection	EA	4	\$ 1,486.00	\$ 5,944.00	\$ 2,450.00	\$ 9,800.00	\$ 1,750.00	\$ 7,000.00	\$ 1,400.00	\$ 5,600.00		
16	New ¾" Water Service	EA	2	\$ 2,442.00	\$ 4,884.00	\$ 2,600.00	\$ 5,200.00	\$ 1,850.00	\$ 3,700.00	\$ 2,500.00	\$ 5,000.00		
17	Water Service Relocation	EA	1	\$ 1,378.00	\$ 1,378.00	\$ 5,000.00	\$ 5,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,100.00	\$ 2,100.00		
18	Fire Hydrant Assembly	EA	1	\$ 8,028.00	\$ 8,028.00	\$ 7,750.00	\$ 7,750.00	\$ 7,050.00	\$ 7,050.00	\$ 8,000.00	\$ 8,000.00		
19	Extend Hydrant Leg to DI Main	LF	50	\$ 121.90	\$ 6,095.00	\$ 145.50	\$ 7,275.00	\$ 94.00	\$ 4,700.00	\$ 60.00	\$ 3,000.00		
20	2-inch Blowoff Assembly	EA	1	\$ 2,338.00	\$ 2,338.00	\$ 2,375.00	\$ 2,375.00	\$ 5,500.00	\$ 5,500.00	\$ 2,700.00	\$ 2,700.00		
21	12.75" Dia. Steel Casing, 0.188" Tick Wall, Installed by Open Cut Method	LS	1	\$ 8,175.00	\$ 8,175.00	\$ 2,400.00	\$ 2,400.00	\$ 5,700.00	\$ 5,700.00	\$ 4,000.00	\$ 4,000.00		
22	Abandonment of Existing Water Lines in Coleman Street Area	LS	1	\$ 3,413.00	\$ 3,413.00	\$ 3,400.00	\$ 3,400.00	\$ 2,100.00	\$ 2,100.00	\$ 2,400.00	\$ 2,400.00		
23	Abandonment of Existing Water Lines in Highland Street Area	LS	1	\$ 4,884.00	\$ 4,884.00	\$ 6,500.00	\$ 6,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,400.00	\$ 2,400.00		
24	Abandonment of Existing Water Lines in Shuford Road Area	LS	1	\$ 2,010.00	\$ 2,010.00	\$ 3,400.00	\$ 3,400.00	\$ 2,100.00	\$ 2,100.00	\$ 2,494.00	\$ 2,494.00		
25	Gravel Drive Repair, 4" Thick	SY	25	\$ 11.00	\$ 275.00	\$ 13.80	\$ 345.00	\$ 40.00	\$ 1,000.00	\$ 40.00	\$ 1,000.00		
26	Asphalt Milling and Overlay - NCDOT Roads	SY	200	\$ 55.70	\$ 11,140.00	\$ 64.65	\$ 12,930.00	\$ 50.00	\$ 10,000.00	\$ 60.00	\$ 12,000.00		

Project Bid Tabulation Weaverville Waterline Replacement Town of Weaverville, NC WithersRavenel Project No. 08200972.00				June 7, 2022		Buckeye Bridge LLC		Cooper Construction		Hyatt Pipeline LLC		T.P. Howards Plumbing Co.	
Item No.	Item Description	Unit	Est. Quan.	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price	Unit Price	Extended Total Price
27	Asphalt Overlay - non-NCDOT Roads	SY	5,400	\$ 29.20	\$ 157,680.00	\$ 21.20	\$ 114,480.00	\$ 15.00	\$ 81,000.00	\$ 17.00	\$ 91,800.00		
28	Asphalt Roadway Trench Repair - NCDOT Roads	LF	20	\$ 234.40	\$ 4,688.00	\$ 60.00	\$ 1,200.00	\$ 125.00	\$ 2,500.00	\$ 220.00	\$ 4,400.00		
29	Asphalt Roadway Trench Repair - non-NCDOT Roads	LF	590	\$ 89.20	\$ 52,628.00	\$ 22.00	\$ 12,980.00	\$ 45.00	\$ 26,550.00	\$ 72.00	\$ 42,480.00		
30	Silt Fencing	LF	670	\$ 3.40	\$ 2,278.00	\$ 5.60	\$ 3,752.00	\$ 6.00	\$ 4,020.00	\$ 4.50	\$ 3,015.00		
31	Tree Protection/Silt Fencing	LF	285	\$ 3.40	\$ 969.00	\$ 5.40	\$ 1,539.00	\$ 3.00	\$ 855.00	\$ 4.60	\$ 1,311.00		
32	Silt Fence Outlet	EA	3	\$ 178.00	\$ 534.00	\$ 95.00	\$ 285.00	\$ 500.00	\$ 1,500.00	\$ 400.00	\$ 1,200.00		
33	Check Dams	EA	6	\$ 107.00	\$ 642.00	\$ 85.00	\$ 510.00	\$ 500.00	\$ 3,000.00	\$ 250.00	\$ 1,500.00		
34	Select Fill	CY	50	\$ 58.80	\$ 2,940.00	\$ 46.00	\$ 2,300.00	\$ 50.00	\$ 2,500.00	\$ 24.00	\$ 1,200.00		
35	Rock Excavation	CY	100	\$ 151.00	\$ 15,100.00	\$ 225.00	\$ 22,500.00	\$ 275.00	\$ 27,500.00	\$ 10.00	\$ 1,000.00		
36	Remove and Replace Unsuitable Material with #67 Stone	CY	100	\$ 63.10	\$ 6,310.00	\$ 100.00	\$ 10,000.00	\$ 80.00	\$ 8,000.00	\$ 37.00	\$ 3,700.00		
37	Third Party Testing	LS	1	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00	\$ 2,500.00		
<b>TOTAL CONSTRUCTION BID COST</b>					<b>\$544,227.00</b>	<b>\$486,682.50</b>	<b>\$382,495.00</b>	<b>\$349,600.00</b>					

Corrections made to Bid Proposal by Engineer

By: Dana J. Bolden  
 Dana J. Bolden, P.E.





#### 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 \$750.00 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 \$750.00 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.

#### **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

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EJCDC® C-520, Agreement Between Owner and Contractor for Construction Contract (Stipulated Price).

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and American Society of Civil Engineers. All rights reserved. Page 2 of 9

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 Paragraph 14.02 of the General Conditions.
  - a. 95% of Work completed (with the balance being retainage); and
  - b. 95% of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
2. When 50% of the Work of the original Contract has been completed and in the opinion of the Owner the Contractor continues to perform satisfactorily and nonconforming work identified in writing prior to that time by the Engineer or OWNER has been corrected by the Contractor and accepted by the Owner, the Owner with written consent of surety will adjust future partial payments so that 2½% of the original Contract Price is retained.
3. The project shall be deemed 50% complete when the Contractor's gross project invoices, excluding the value of materials stored off-site, equals or exceeds 50% of the original value of the contract, except the value of materials stored on-site shall not exceed 20% of the Contractor's gross invoices for the purpose of determining whether the project is 50% complete.
4. If the Owner determines it is appropriate to reduce retainage, the method used for such adjustment shall be to fix retainage at 2½% of the original Contract amount (when the work is 50% complete) and to pay all subsequent Partial Payment Requests to the full approved amount. The intent of such an adjustment is to gradually reduce retainage to 2½% of the original Contract amount when the work is 100% complete. Following 50% completion of the project, the Owner may also withhold additional retainage from any subsequent periodic payment, not to exceed 5%, in order to allow the Owner to retain 2½% total retainage through the completion of the project.
5. If the Owner determines the Contractor's performance is unsatisfactory, the Owner may reinstate retainage for each subsequent periodic payment application up to a maximum amount of 5% of the original Contract amount.
6. Within 60 days after the submission of a final pay application, the Owner with written consent of the surety shall release to the Contractor all retainage on payments held by the Owner if (1) the Owner receives a certificate of substantial completion from the Engineer, or (2) the Owner receives beneficial occupancy or use of the project. However, the Owner may retain sufficient funds to secure completion of the project or corrections on any work. If the Owner retains funds, the amount retained shall not be more than 2½ times the Engineer's estimated value of the work to be completed or corrected. Any reduction in the amount of the retainage on payments shall be with the written consent of the Contractor's surety.
7. Retainer provisions contained in Contractor's subcontracts may not exceed the terms and conditions for retainage provided herein. Contractors are further required to satisfy the retainage provisions of N.C.G.S. 143-134.1(b2) with regard to subcontracts for early

finishing trades (structural steel, piling, caisson, and demolition) and to coordinate the release of retainage for such trades from the retainage held by the Owner from the Contractor pursuant to statute.

8. Nothing shall prevent the Owner from the withholding payment to the Contractor in addition to the amounts identified herein for unsatisfactory job progress, defective construction not remedied, disputed work, or third-party claims filed against the Owner or reasonable evidence that a third-party claim will be filed.
- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100% of the Work completed, less such amounts as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200% of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

#### 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 000850 – Drawing Index
  - 8. Addenda (numbers (First Addendum No.) to (Last Addendum No.), 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:

Town of Weaverville

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

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

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

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

Address for giving notices:  
30 S Main St

Weaverville, NC 28787

\_\_\_\_\_

\_\_\_\_\_

*(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.)*

CONTRACTOR:

(Contractor)

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

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

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

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

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

Address for giving notices:  
(Contractor Address 1)

(Contractor Address 2)

(Contractor Address 3)

\_\_\_\_\_

License No.: \_\_\_\_\_  
*(where applicable)*

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



SECTION 00 05 30  
CERTIFICATE OF OWNER'S FINANCE OFFICER

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

By:

\_\_\_\_\_  
Signature of Owner's Finance Officer

\_\_\_\_\_  
(Print Name & Title)

\_\_\_\_\_  
Date

END OF SECTION

SECTION 00 05 40  
CERTIFICATE OF OWNER'S ATTORNEY

I, the undersigned, hereby certify that I have examined the foregoing instrument and bond and approve the same as to their form.

By:

\_\_\_\_\_

Signature of Owner's Attorney

\_\_\_\_\_

(Print Name & Title)

\_\_\_\_\_

Date

END OF SECTION

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

**Date of Meeting:** June 21, 2022  
**Subject:** FY 2022-2023 Proposed Fee Schedule  
**Presenter:** Finance Director Tonya Dozier  
**Attachments:** Proposed Fee Schedule

**Description:**

Tonya Dozier, the Town's Finance Director, will be presenting the Town Manager's proposed fee schedule for fiscal year 2022-2023 during this meeting. The attached fee schedule, with proposed revisions in highlights, will be presented for approval at the regular Town Council meeting on Monday, June 27.

**Town Council Action Requested:**

No action is requested at this meeting.

**FY 2022-2023 FEE SCHEDULE  
TOWN OF WEAVERVILLE**

Adopted June 27, 2022  
Effective July 1, 2022

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**GENERAL ADMINISTRATIVE FEES**

**Returned Check Fee** (G.S. § 25-3-506) .....\$25.00

**Processing Fees for Electronic Payments**

*Direct vendor fees charged through electronic payment vendors - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes.*

**MyGovHub** (<https://weavervillenc.mygovhub.com>)

Monthly Utility Billing.....\$3.50 flat fee 3.10% - Visa, Mastercard, American Express, Discover Card

**PaymentUs** (<https://ipn.paymentus.com/rotp/towe>)

Miscellaneous Payments.....2.95% with no minimum

**ACI Worldwide** ([www.acipayonline.com](http://www.acipayonline.com))

Monthly Utility Billing ..... \$3.50 flat fee

Planning/Zoning Payments ..... 2.85% with a \$2.25 minimum 3.14% with a \$2.48 minimum

Miscellaneous Payments..... 2.85% with a \$2.25 minimum 3.14% with a \$2.48 minimum

**Special Event Permit Fees** (Reference Special Events Permit)

Events with No Alcohol ..... \$200.00

Events with Alcohol ..... \$400.00

**Lake Louise Fishing License** ~~[FEES TEMPORARILY SUSPENDED FOR FY 2021-2022]~~

Daily (Residency Not Applicable)..... \$0.00

Monthly, Town Residents..... \$0.00

Monthly, Non-Residents..... \$0.00

Annually, Town Residents..... \$0.00

Annually, Non-Residents..... \$0.00

**Solid Waste/Trash Violation**..... \$50.00

**Recycling Fee** (included on monthly utility bill)..... \$3.34

*Direct vendor fees charged by Curbside Management - These fees shall automatically be updated should changes be made to the fees charged by vendor and the Town Manager is authorized to amend the adopted Fee Schedule to reflect such changes. Recycling Fee reflects vendor charge as of July 2022.*

**Public Records Request Copying Charge(s)**

8 ½" x 11" black & white single-sided hardcopy (per page)..... \$0.02

8 ½" x 11" color single-sided hardcopy (per page)..... \$0.09

8 ½" x 11" black & white double-sided hardcopy (per page)..... \$0.03

8 ½" x 11" color double-sided hardcopy (per page)..... \$0.18

Electronic Copies..... No Charge

*Applicable postage will also be charged for mailing hard copy documents.*

**Annexation Petition Fee** ..... \$200.00

**Hourly Charges for Equipment/Personnel**

**Equipment**

Police Car ..... \$15.00  
 Pumper Truck ..... \$80.00  
 Ladder Truck ..... \$150.00  
 Ton Truck (P/U Brush Truck) ..... \$20.00  
 Command Vehicles ..... \$10.00  
 Tanker ..... \$30.00

**Personnel**

Firefighters, Police Officers, Public Works Employees ..... \$25.00  
 Captain ..... \$30.00  
 Chief Officers ..... \$35.00

**Beer & Wine Privilege Licenses**

Taxes will be assessed for all malt beverage and wine licenses in accordance with and as required by N.C.G.S. 105-113.77 et seq, as the same may from time to time be amended.

**FACILITY USE FEES**

**Facility Use Fees** ..... See Attachment A

**FIRE DEPARTMENT**

Plans Permit ..... \$100.00  
 Fuel Dispensing Permit ..... \$50.00  
*Other charges may be assessed by the Fire Department or Fire Marshal's Office due to fines associated with fire code and fire lane violations.*

**POLICE DEPARTMENT**

**Violations of General Provisions** ..... \$100.00  
*Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law*

**Dangerous Dog Violations**

- Class I: \$250.00 first day, and \$250.00 each subsequent day of continuous violation.
- Class II: \$500.00 first day, and \$500.00 each subsequent day of continuous violation.
- Class III: \$1,000.00 first day, and \$1,000.00 each subsequent day of continuous violation.

**Unrestrained Dogs** ..... \$250.00  
*Dogs off leash*

**Parks and Recreation Violations (daily)** ..... \$30.00  
*Includes ~~fishing without a Town license, and~~ vehicles on grass/trail*

**Parking Violations**

Parked within Handicapped Zone.....	\$100.00
Parked within Fire Lane .....	\$100.00
Obstructing Traffic .....	\$100.00
Parked within 25 Feet of Intersection .....	\$50.00
Parked in or within 10 Feet of Crosswalk.....	\$50.00
Parked within 25 Feet of Traffic Sign/Signal .....	\$50.00
Blocking Private Driveway.....	\$50.00
Double Parked.....	\$50.00
Truck Traffic in Restricted Area .....	\$50.00
Exceeding Time Limit.....	\$30.00
Parked Across Lines.....	\$30.00
Exceeding 12 Inches from Curb or Street Edge.....	\$30.00
All Other Parking Violations .....	\$30.00

**PLANNING & ZONING DEPARTMENT**

**Residential Zoning Permits:**

Single Family Dwelling .....	\$150.00 plus \$0.05 per sq. ft. over 1,200 with a max of \$300.00
Multi Family Dwelling.....	\$300.00 plus \$50.00 per dwelling unit with a max of \$1,000.00
Secondary Dwelling .....	\$150.00
Addition to Dwelling.....	\$75.00 plus \$0.05 per sq. ft. over 1,200
Accessory Structure .....	\$50.00 plus \$0.05 per sq. ft. over 100
Deck/Porch.....	\$50.00
Home Occupation.....	\$50.00
Internal Up-fit.....	\$50.00
Temporary Structure/Use.....	\$50.00

**Commercial / Industrial Zoning Permits:**

Commercial/Industrial Structure .....	\$350.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$1,000.00
Commercial/Industrial Addition.....	\$100.00 plus \$0.05 per sq. ft. over 2,000 with a max of \$500.00
Accessory Structure .....	\$50.00 plus \$0.05 per sq. ft. over 500 with a max of \$100.00
Internal Up-Fit/Renovation.....	\$100.00
Telecommunication Tower.....	\$4,000.00 per location or max allowed by law
Telecommunication Tower (Co-location, Microcell, Concealed)	\$500.00 per location or max allowed by law
Temporary Structure/Use (Annually) .....	\$100.00
Mobile Food Vendors:	
Daily.....	\$25.00
Annually .....	\$100.00

**Sign Permits:**

Sign Permit Fee.....	\$50.00 plus fee based upon total surface area of sign (see below) with a max of \$500.00
Up to 32 sq. ft.....	\$25.00
33 - 64 sq. ft.....	\$50.00
65 - 96 sq. ft.....	\$100.00
97 sq. ft. plus.....	\$150.00 plus \$2.50 per sq. ft.

**Special Use Permit or Related Amendment Fee.....** \$500.00

**Rezoning/Zoning Map Amendment Fees:**

Less Than 1 Acre.....	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

**Text Amendment Fees.....** \$500.00

**Conditional Zoning District Application Fees:**

Less Than 1 Acre.....	\$250.00
1 - 3 Acres.....	\$500.00
4 - 9 Acres.....	\$750.00
10 + Acres.....	\$1,000.00

**Subdivision Fees:**

Minor Subdivision.....	\$100.00 plus \$25 per lot
Major Subdivision.....	\$300.00 plus \$25 per lot

**Public Street Commitment Application.....** \$200.00

**Miscellaneous Planning, Zoning & Code Enforcement Fees:**

Zoning Verification Letter.....	\$25.00
Gaming Terminal Fees (per machine).....	\$1,000.00
Variance, Sidewalk Waiver, Other Board of Adjustment Applications.....	\$250.00
Appeal of an Administrative Decision.....	No Charge
Nuisance Violation (which requires Town abatement).....	\$100.00
Violations of General Provisions.....	\$100.00

*Unless otherwise specifically provided, \$100.00 charge for each separate and distinct violation; additional civil penalties may be assessed pursuant to Town Code or other applicable law*

**WATER DEPARTMENT**

**Administrative Water Fees**

Account Establishment Service Charge .....	\$25.00
Seasonal Reconnect Fee .....	\$20.00
Reconnect Fee .....	\$60.00
Flow Test Fee for Fire Systems .....	\$40.00
Meter Testing at Customer Request (charged only if meter is operational).....	\$40.00

**Water System Account Deposits**

Size of Connection	Inside Town Limits Amount	Outside Town Limits Amount
5/8" and 3/4"	\$80.00	\$160.00
1"	\$100.00	\$200.00
1 1/2"	\$180.00	\$360.00
2"	\$300.00	\$600.00
3"	\$600.00	\$1,200.00
4"	\$1,000.00	\$2,000.00

**Water Leak Protection**

The following respective monthly fee shall be assessed on all water customers with water lines that are 2-inches or less in diameter, subject to opt-out provisions of the water leak protection policy.

Type of Meter	Monthly Fee
Residential – Single Meter	\$1.25
Commercial – Single Meter	\$3.45
Commercial – Master Meter	\$6.90

**Water Rates**

**Water rates for water used INSIDE the Corporate limits of the Town:**

The first 3,000 Gallons or fraction thereof used monthly.....	\$9.50 <del>\$9.22</del>	per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly .....	\$10.48 <del>\$10.17</del>	per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$11.37 <del>\$11.04</del>	per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$12.30 <del>\$11.94</del>	per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$13.19 <del>\$12.81</del>	per 1,000 gallons

**Water rates for water used OUTSIDE the Corporate limits of the Town:**

The first 3,000 Gallons or fraction thereof used monthly.....	\$19.00 <del>\$18.44</del>	per 1,000 gallons
The next 22,000 Gallons or fraction thereof used monthly .....	\$20.96 <del>\$20.34</del>	per 1,000 gallons
The next 175,000 Gallons or fraction thereof used monthly.....	\$22.74 <del>\$22.08</del>	per 1,000 gallons
The next 300,000 Gallons or fraction thereof used monthly.....	\$24.60 <del>\$23.88</del>	per 1,000 gallons
All over 500,000 Gallons or fraction thereof used monthly.....	\$26.38 <del>\$25.62</del>	per 1,000 gallons

**Minimum Monthly Water Charges**

The minimum monthly charge for water service shall be according to the size of the meter through which water is delivered to each customer in accordance with the following schedule:

Meter Size	Minimum Monthly Usage	Inside Town	Outside Town
5/8" - 3/4"	1,000 gallons	\$9.50	\$19.00
5/8"	2,000 gallons	\$18.44	\$36.88
3/4"	4,000 gallons	\$37.83	\$75.66
1"	6,000 gallons	\$58.17 \$59.94	\$116.34 \$119.88
1 1/2"	11,200 gallons	\$111.05 \$114.44	\$222.10 \$228.88
2"	18,200 gallons	\$182.24 \$187.80	\$364.48 \$375.60
3"	36,200 gallons	\$375.05 \$386.40	\$750.10 \$772.80
4"	58,500 gallons	\$621.24 \$639.96	\$1,242.48 \$1,279.92
6"	112,000 gallons	\$1,211.88 \$1,248.25	\$2,423.76 \$2,496.50
8"	180,000 gallons	\$1,962.60 \$2,021.41	\$3,925.20 \$4,042.82
10"	258,000 gallons	\$2,875.92 \$2,962.21	\$5,751.84 \$5,924.42

**Bulk Water Rates**.....\$0.05 per gallon subject to a minimum charge of \$25.00

**Tap Charges Including Re-Taps** (Inside & Outside Customers)

Meter Size	Tap Fee
5/8" and 3/4"	\$1,050.00 \$1,200.00
1"	\$1,575.00 \$1,750.00
1 1/2"	\$3,400.00 \$3,750.00
2"	\$4,200.00 \$4,650.00

**Water System Development Fees (Inside & Outside Customers)**

Size of Connection	Rated Maximum Capacity	System Development Fees
5/8" and 3/4"	20 gallons	\$2,232.00
1"	50 gallons	\$5,580.00
1 1/2"	100 gallons	\$11,160.00
2"	160 gallons	\$17,856.00
3"	300 gallons	\$35,712.00
4"	500 gallons	\$55,800.00
6"	1,000 gallons	\$111,600.00

**Water System Availability/Commitment and Waterline Extension**

**Application Fee** .....\$100.00

*Non-Refundable Application Fee for 1" or larger meters and multi-lot/multi-unit development*

**Water System Availability/Commitment Fees (Inside & Outside Customers)**

For all multi-lot or multi-unit developments, the availability/commitment fee shall apply to each meter to be set based upon connection size.

Meter Requested	Inside Town Limits	Outside Town Limits
5/8" and 3/4"	\$35.00	\$70.00
1"	\$50.00	\$100.00
1 1/2"	\$100.00	\$200.00
2"	\$160.00	\$320.00
3"	\$300.00	\$600.00
4"	\$500.00	\$1,000.00
6"	\$1,000.00	\$2,000.00

**Charges for Fire Line Connection**

**Monthly Charge for Fire Connection**

All fire line connections on the water system for the Town of Weaverville shall be subject to a monthly charge based upon the square inch size of the line at the following rates:

**INSIDE** Corporate limits of the Town: ~~\$2.14~~ ~~\$2.08~~ per square inch/month

**OUTSIDE** Corporate limits of the Town: ~~\$4.28~~ ~~\$4.16~~ per square inch/month

Fire line charges shall be levied by the Water Department according to the following schedule:

Diameter of Fire Line	Square Inch Size	Inside Town	Outside Town
2" and smaller	3.14	<del>\$6.53</del> \$6.72	<del>\$13.06</del> \$13.44
3"	7.07	<del>\$14.71</del> \$15.13	<del>\$29.41</del> \$30.26
4"	12.56	<del>\$26.12</del> \$26.88	<del>\$52.24</del> \$53.76
6"	28.26	<del>\$58.78</del> \$60.48	<del>\$117.56</del> \$120.95
8"	50.24	<del>\$104.50</del> \$107.51	<del>\$209.00</del> \$215.03
10"	78.50	<del>\$163.28</del> \$167.99	<del>\$326.56</del> \$335.98

**Consumption of Water from Fire Line**

If during any month the detector-check valve meter for the fire line shows any consumption and the consumption is not related to testing of fire lines or firefighting activity, the customer (owner) shall be fined \$1,000 and such amount shall be added to the bill along with the monthly fire connection charge. If the customer (owner) believes that a fine has been mistakenly charged the matter should be handled through the Town's Grievance Policy and Procedures.



# ATTACHMENT A TO FEE SCHEDULE – FACILITY USE FEES

FY 2022-2023 – Adopted June 27, 2002, and effective July 1, 2022

		GOVERNMENT, NON-PROFIT, EDUCATIONAL, CHURCHES		PRIVATE –MEETINGS, PARTIES, WEDDINGS, RECEPTIONS		
TOWN FACILITY LOCATION		Resident	Non-Resident	Resident	Non-Resident	Employee
<b>TOWN HALL*</b>						
<b>Community Room / Kitchen</b>	Deposit	\$200	\$200	\$200	\$200	\$200
Mon-Sun	1-2 Hour Events	\$-0-				
	Hourly	\$10	\$15	\$15	\$30	\$10
	Daily Maximum	\$50	\$100	\$100	\$200	\$100
<b>COMMUNITY CENTER*</b>						
<b>Albert Weaver Main Room</b>	Deposit	\$300	\$300	\$300	\$300	\$300
Mon-Fri	Hourly	\$15	\$25	\$35	\$60	\$15
Mon-Fri	Daily Maximum	\$75	\$150	\$200	\$400	\$75
Sat-Sun	Hourly	\$25	\$50	\$60	\$75	\$25
Sat-Sun	Daily Maximum	\$150	\$300	\$300	\$600	\$150
<b>Multi-Purpose Room</b>	Deposit	\$100	\$100	\$100	\$100	\$100
Mon-Fri	1-2 Hour Events	\$-0-				
Mon-Fri	Hourly	\$10	\$15	\$10	\$20	\$10
Mon-Fri	Daily Maximum	\$50	\$100	\$100	\$200	\$50
Sat-Sun	Hourly	\$15	\$30	\$25	\$50	\$15
Sat-Sun	Daily Maximum	\$75	\$150	\$150	\$300	\$75
<b>Kitchen</b>	Deposit	\$200	\$200	\$200	\$200	\$200
Mon-Fri	1-2 Hour Events	\$-0-				
Mon-Fri	Hourly	\$12	\$15	\$15	\$25	\$12
Mon-Fri	Daily Maximum	\$50	\$100	\$100	\$200	\$50
Sat-Sun	Hourly	\$15	\$30	\$25	\$30	\$15
Sat-Sun	Daily Maximum	\$75	\$150	\$150	\$300	\$75

# ATTACHMENT A TO FEE SCHEDULE – FACILITY USE FEES

FY 2022-2023 – Adopted June 27, 2002, and effective July 1, 2022

		GOVERNMENT, NON-PROFIT, EDUCATIONAL, CHURCHES		PRIVATE –MEETINGS, PARTIES, WEDDINGS, RECEPTIONS		
TOWN FACILITY LOCATION		Resident	Non-Resident	Resident	Non-Resident	Employee
<b>Back Porch/Patio</b>	Deposit	\$100	\$100	\$100	\$100	\$100
<i>*Does not include building access*</i>	Hourly	\$15	\$25	\$20	\$30	\$15
<i>*Weekend Patio reservations must be made week of*</i>	Daily Maximum	\$75	\$150	\$150	\$300	\$75
<b>Add Ons</b>						
	Fireplace Usage	\$25	\$25	\$25	\$25	\$25
	Back Porch/Patio	\$25	\$25	\$25	\$25	\$25
	After-Hours Assistance	\$25	\$25	\$25	\$25	\$25
	After-Hours Keycard	Deposit	\$10	\$10	\$10	\$10
<b><i>*Facility Fees are determined based on hourly increments</i></b>						

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

**Date of Meeting:** June 21, 2022  
**Subject:** Overview of Revisions to the Proposed Budget  
**Presenter:** Town Manager Selena Coffey  
**Attachments:** No

**Description:**

During this meeting, the Town Manager will provide Town Council with an overview of budgetary issues raised during the budget workshops. Town Council will be asked to reach consensus on these issues in order for staff to have the Budget Ordinance adopted at the regular meeting on Monday, June 27.

**Town Council Action Requested:**

The Town Manager requests that Town Council discuss and reach consensus on budgetary items that Council wishes to approve in the final budget for fiscal year 2022-2023.