TOWN OF WEAVERVILLE
Weaverville Community Room at Town Hall
30 South Main Street, Weaverville, NC 28787

TOWN COUNCIL AGENDA

Monday, November 18, 2024
Regular Meeting at 6:00 pm

Livestreaming of meeting via the "Live" Tab on the Town's YouTube Channel - Click this link: Youtube.com Weaverville NC government Live streams ;
Meeting recordings viewable under the "Videos" Tab

(unless technical difficulties are experienced)

		Pg #	*Presenter*
1.	**Call to Order**		Mayor Fitzsimmons
2.	**Approval/Adjustments to the Agenda**		Mayor Fitzsimmons
3.	**Conflict of Interests Statement**		Mayor Fitzsimmons
4.	**Consent Agenda**		Interim Manager Harris
	A. September 17, 2024 Town Council Workshop Meeting Minutes	2	
	B. September 23, 2024 Town Council Regular Meeting Minutes	7	
	C. October 28, 2024, Town Council Regular Meeting Minutes	16	
	D. Monthly Tax Report, Refunds/Releases	21	
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	F. Budget Amendment – Community Center	29	
	G. Water Commitment Renewal – Windsor Built Homes/Reems Creek Rd	32	
	H. Annual Update to Comprehensive Land Use Plan – Set Public Hearing	35	
5.	**Interim Town Manager's Report**	45	Interim Manager Harris
6.	**General Public Comments** (see below for additional information)		Mayor Fitzsimmons
7.	**Discussion & Action Items**		
	A. ABC Audit Presentation	47	ABC Board Chair Chason
	B. Tropical Storm Helene Update and Action	48	Interim Manager Harris & Finance Director Dozier
	C. Quarterly Report – Finance	68	Finance Director Dozier
	D. Quarterly Report – Police	84	Police Chief Oberlin
	E. Quarterly Report – Fire	89	Deputy Fire Chief Hunter
8.	**Adjournment**		Mayor Fitzsimmons

General public comments may be submitted during the meeting or in writing in advance on any meeting topic or any other item of interest related to the Town of Weaverville. Normal rules of decorum apply to all comments and duplicate comments are discouraged. The general public comments section of the meeting will be limited to 20 minutes. Comments during the meeting are generally limited to 3 minutes. You must be recognized before giving your comment. Written comments timely received will be provided to Town Council and read during the 20-minute general public comment period as time allows. Written comments are limited to no more than 450 words and can be submitted as follows: (1) by putting your written comment in a drop box at Town Hall (located at front entrance and back parking lot) at least 6 hours prior to the meeting, (2) by emailing to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday's mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.

Regular Meeting of Town Council - September 17, 2024 - Minutes

Tuesday, September 17, 2024 at 6:00 PM

Town Council Chambers, Town Hall

1. CALL TO ORDER

Council members present: Mayor Patrick Fitzsimmons, Vice Mayor John Chase and Council members Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire and Dee Lawrence.

Staff members present: Interim Town Manager Scottie Harris, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Community Center Manager/Recreation Coordinator Sarah Myers, and Finance Assistant Cassidy Holcombe.

Mayor Fitzsimmons stated that the review and presentation of the Community Center Annual Report by Sarah Myers, Community Center Manager/Recreation Coordinator would be followed by Town Council member discussion and direction to Staff.

2. Community Center Annual Report

Ms. Myers provided the Weaverville Community Center Annual Report, including private rental usage and updates on the programming previously managed by the independent nonprofit, Weaverville Center for Creative and Healthy Living.

The building continues to experience a 50/50 split between private rentals and community programs. It was agreed that the community programming and special events at the Community Center are largely successful, valuable, and growing in popularity and number. Private

3. Community Center Programming and Operations

See attached PowerPoint Presentation. Discussion, highlights, and consensus include the following:

3.1 Private Rentals

Ms. Myers provided information on the operation of private rentals and the rental agreement.

Ms. Myers asked Town Council to revisit their initial decision to prohibit nonprofits from hosting fundraisers at the Community Center. Town Council was open to allowing nonprofits to rent as private renters and host fundraisers, as approved by Town Manager.

3.2 Weaverville Community Programming and Arts (WCPA, formerly WCCHL)

Staff is now overseeing more than 20 regular programs, plus additional music, theatre, and storytelling special events.

Highlights of this review included

- the development of a volunteer ad-hoc steering committee,
- the implementation of participant waivers, data collection measures, and an online calendar of events,
- concerns around the sustainability of the volunteer driven model. During WCCHL management, donations were encouraged, but classes were free. That policy has not changed. The Town may elect to monitor and update this policy so that programming and instructor costs are better covered and long term sustainable.

3.3 Facility Management/Maintenance

Ms. Myers presented the challenges associated with post-rental cleaning needs - staff time varies with the number and duration of private rentals. While Public Works supports some maintenance of the Community Center, Ms. Myers indicated a need for someone on staff to support the ongoing maintenance and upkeep of the building.

3.4 **Outdoor Recreation Complex**

Ms. Myers and Town Council discussed

- The historical use of the space as an outdoor community pool.
- The value that has been added through free beginner pickleball clinics taught by certified instructors and volunteers.
- The mitigation Town Staff has completed in response to residential noise complaints and concerns, including fabric sound barriers, tree planting for noise abatement, modifications of rules and procedures, additional noise mitigation such as prohibiting music on the courts, modifying the playtime hours (summer: 8am – 8pm and winter: 8am – 6pm), and exploring the possibility of equipment modifications (quieter balls and paddles).

Town Council encouraged staff to continue searching for solutions to the pickleball noise, and stressed the hopes that the growth of the newly planted trees will provide more noise abatement, and the development and use of new, quieter pickleball products could have a positive impact on this issue.

3.5 **Dry Ridge Historical Museum**

Ms. Myers reminded Council that the Dry Ridge Museum lease was recently updated and renewed, and that the space is lovingly cared for by a dedicated Board and volunteers. The Museum has given Ms. Myers a seat on their board and has invested in programming and operations improvements. Ms. Myers drew attention to the concern around balancing the sustainability of the free space the museum occupies with the planned growth for the Town.

3.6 **Weaverville Tailgate Market**

The Weaverville Tailgate Market lease was recently updated and renewed. The Market is popular and now takes over the entire building on Wednesdays from 12pm – 8pm. Ms. Myers drew attention to the fact that the Market closes the Community Center to programming during that timeframe, creates some traffic and

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parking challenges, and has done a small amount of damage to the facility over time.

The Buncombe County Board of Elections and early voting will take over the space October 15 – November 5. The Tailgate Market re-locates during that time. Ms. Myers asked Town Council to consider relocating the voting to lessen the programming disruption.

4. Current and Future Staffing

Ms. Myers stressed the need for succession planning in the face of continuing growth. This includes the need for additional staff on site at the Community Center in order to properly and sustainably manage the demands of the community programming, private rentals, and recreation complex.

5. Goals/Benchmarks for Community Center Usage

Council members agreed that it is not necessary for the Community Center to turn a profit for the Town, and that the value the community programs add is more important.

Town Council recognized that there is a need to balance the private rental use of the Community Center in order to support sustainability of staff management. Council discussed placing limits on the number of private rentals per weekend, and suggested that staff present a plan for this.

6. Other Discussion or Direction to Staff

Staff was asked for data on the number of private rentals that are residents versus out-of-town, if possible.

It was noted that the Community Room at Town Hall is underutilized. Staff was encouraged to explore renting the space, given the use does not further tax or inconvenience other staff.

There was consensus to continue supporting the Community Programming.

There was consensus to generally allow non-profits to utilize the space for fundraisers and requested the staff to update the rental agreement to reflect that.

Staff is to consider a recommendation on whether to limit the number of private rentals and how best to do so.

7. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the workshop at 6:48 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

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Town Council Regular Meeting - September 23, 2024 Minutes

Monday, September 23, 2024 at 6:00 PM

Town Council Chambers, Town Hall

1. Call to Order

Roll Call -Mayor Patrick Fitzsimmons, Vice Mayor John Chase and Council members Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire and Dee Lawrence

Staff members present: Interim Town Manager Scottie Harris, Town Attorney Jennifer Jackson, Finance Director Tonya Dozier, Planning Director James Eller, Town Clerk Tamara Mercer, Police Chief Somer Oberlin, Assistant Fire Chief Michael Hunter, Public Works Director Dale Pennell, Water Plant Supervisor Randall Wilson, Recreation Coordinator Sarah Myers, and A/V Coordinator Lauren Ward

2. Approval/Adjustments to the Agenda

Attorney Jackson requested that the closed session item also include N.C. Gen. Stat. § 143-318.11(a)(5) to establish the position to be taken by the public body in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract, and N.C. Gen. Stat. § 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.

Additionally, to include consideration of an appointment of a Town Attorney and legal services agreement following the Closed Session.

Motion to approve and adopt the adjusted agenda.

Moved by: John Chase

Aye	Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0.

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3. Conflict of Interests Statement

Mayor Fitzsimmons stated that it is the duty of the Mayor and every Town Councilmember to avoid both conflicts of interest and appearances of conflicts. No member had any known conflict of interest or appearance of conflict with respect to any matters on the agenda for tonight's Town Council meeting.

4. Employee Recognition

Interim Town Manager Harris presented certificates of recognition to employees for outstanding contributions and dedication to the Town and community of Weaverville. Certificates awarded to Public Works Department employees Tyler Fox and Darryl Diemer for exemplary service acting quickly and assisting at the scene of a vehicle crash beyond the call of duty.

Finance Administration Department employees Cassidy Holcombe, Morgan Worley, and Morgan Sprinkles in serving the public at Town Hall performing exemplary services and outstanding contribution to the quality of life to the community of Weaverville.

5. Consent Agenda

Acting Town Manager Harris reviewed the following consent agenda items:

4.1 Minutes of 8/20/2024 Joint Workshop Meeting of Town Council and Planning Board

4.2 Minutes of 8/26/2024 Town Council Regular Meeting

4.3 Monthly Tax Report, Refunds/Releases

4.4 Budget Amendment- Water

4.5 Resolution Establishing Fund Balance Policy

4.6 Resolution Amending Town's Personnel Policy

4.7 Water Treatment Plant Expansion- Engineering Agreement Amendment

4.8 Resolution Authorizing Acceptance of $14.775 Million Direct Appropriations Grant from 2023 Appropriations Act

4.9 Proclamation Supporting Red Ribbon Month

Motion to approve and adopt the Consent Agenda Items as presented.

Moved by: Doug Jackson

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

6. General Public Comments

Mary Hilton who resides in Weaverville town limits and spoke in support of the pickleball courts.

Inger Stallman Jorgenson who resides in Weaverville town limits and spoke in support of the outdoor recreation programs and pickleball courts.

Jeff McKenna who resides in Weaverville town limits and spoke in support of the outdoor recreation center, noting that he worked on the committee which conducted two years of public input sessions, gaging whether to return to the previously installed swimming pool, basketball or tennis courts or pickleball courts. It was determined to install the pickleball courts by Town Council.

Darla Letourneau who resides in Weaverville town limits agreed with the previous citizens, but she addressed the Town Manager position process and requested information and citizens' input on the hiring decision.

Ellen Boyd a Buncombe County resident addressed the Parker Cove Road annexation case request. She said the zoning is currently R-1 under Buncombe County zoning. Ms. Boyd objects to the proposed 45 dwellings adjacent to her property.

Vicki Merrill who resides in Weaverville town limits addressed the problem of the invasive Kuzu vines and harming native plants. She suggested solutions working with volunteers and the town.

Mary Brickman addressed the Community Center hours and was opposed to the limited hours at the pickleball courts. She presented a document regarding pickleball courts.

On-line submitted public comments received:

Michelle Platt submitted a complaint regarding the pickleball court noise.

Michael Stuart in opposition of the operation of the pickleball courts and noise complaint.

William Djang in opposition of the Eller Cove Watershed trail project.

7. Interim Town Manager's Report

Manager Harris reviewed project updates, status and communications, and upcoming events calendar.

- Fire Station Solar Panel Project
- Police Department EV Fast Charging system
- Police Department Civilian Crash Investigator program
- Weaverville Business Association partnerships (WBA)
- North Buncombe High School Homecoming Parade
- HR Outsourcing Audit Update
- Community Center and Outdoor Recreation Complex
- Water Treatment Plant
- Public Works Sanitation Procedures
- SkyRunner WiFi Downtown Data Usage
- Planning and Zoning Department
- Growth and Succession Planning
- Transparency of Govt New Website Portal

In response to Council member Jackson's inquiry, Chief Oberlin briefly reviewed what a 'civilian crash investigator' is and noted that the program is more beneficial to larger cities in comparison smaller jurisdictions such as Weaverville.

8. Discussion & Action Items

8.1 Annexation Petition/Conditional District Request - +/- 8.80 Acres at 21 Parker Cove Road, Annexation No. 2024-4.

Planning Director Eller reviewed the voluntary annexation petition and conditional district request received for 21 Parker Cove Road. The purpose of the annexation appears to be to obtain Town services, including water, to support a proposed development of a single-family subdivision with 45 residential units. A conditional district zoning request has been submitted along with the petition for annexation.

The next steps if Council wishes to proceed, would direct the Town Clerk to investigate the sufficiency of the annexation petition and to

send the conditional district application to the Planning Board for review and a recommendation.

In response to Council member Wood's question regarding acreage and project density in a possible flood zone, Mr. Eller said the flood plain regulations apply per the Buncombe County Inspections office; the applicant must comply with the zoning regulations.

There was further discussion of the affordable housing in the residential neighborhood.

Motion to approve and adopt the Resolution Concerning Voluntary Annexation Petition for approximately 8.80 acres located at 21 Parker Cove Road, Annex. No. 2024-4.

Moved by: Catherine Cordell

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

8.2 **Eller Cove Watershed/ Weaverville Watershed Trails Project**

Attorney Jackson reviewed and summarized the project as submitted to the Buncombe County Passive Recreation Lands and Open Space Bond. The action that the Committee took did not recommend funding for the Town's Watershed Trails Project at this time. They expressed a willingness to reconsider that position if the Town undertakes, at Town expense, the following: "a design & engineering process, parking/access planning, vetting options, and community engagement." These steps will require additional intensive staff resources and outside consultants that could cost upwards of $50,000, which is not currently budgeted and would only give the Town a chance at a funding recommendation. Staff does not recommend that further Town staff time or financial resources be dedicated to this project. Those resources could be used on projects that are more directly impactful to the Town and its residents. Therefore, staff's work on this project is at an end unless Town Council wishes to pursue these required actions or some other different approach to the ownership, maintenance, and improvement of this property. Town staff will also be considering options to better

protect the property from the trespassing that is actively occurring on the property, including by some neighboring property owners.

Town staff, many Town residents, and various community organizations remain in support of this project, but there is a recognition that these trails would be available to the greater Buncombe County community and may be more suitable as a County project. One option is to work with Buncombe County on the donation of this property to the County so that Buncombe County could develop and manage this trails project.

Further Town Council discussion ensued regarding the goals of Council and community project support of the trails and park system, incurring further costs of $50,000 to bring it back before the sub-committee, and/or working with the County in a long-term lease. The grant funding is earmarked to be spent by 2030 noted Ms. Myers.

Motion to work with Buncombe County for the Eller Cove Trails Project and for the Mayor and Vice Mayor, with staff support, to collaborate with the County elected officials on this property and potential park.

Moved by: Doug Jackson

Aye	Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

8.3 **Stormwater Program - Update and Budget Amendment**

Attorney Jackson reviewed the program working with the Land of Sky for support services and supplement and coordinate with Land of Sky to address post construction site runoff.

It is recommended the Town engage Land of Sky Regional Council for additional support of its Stormwater Program, including specifically the Post-Construction Site Runoff Component that involves the Buncombe County Stormwater Office. A budget amendment in the amount of $8,000 is needed for these additional services in this fiscal year.

Motion to approve the budget amendment for stormwater management professional services in the amount of $8,000.

Moved by: John Chase

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

8.4 **Water System Improvements - Updates and Action**

Public Works Director Pennell stated that in January of 2024, Town Council added a sludge dewatering and automation process to the plans for the Water Treatment Plant Expansion. WithersRavenel has been working on incorporating those elements into the final design of the project. This additional engineering work is $62,700 and an amendment to the engineering agreement is needed to continue.

Motion to approve the WithersRavenel Engineering Agreement for the Water Treatment Plant Expansion Project.

Moved by: Catherine Cordell

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

8.5 **Quarterly Report - Public Works and Water**

Mr. Pennell reviewed the Public Works report which provided the detailed water activity usage and costs to replace the water meters, the sanitation collection procedures, the yard waste collection process using the new grapple truck, and the Public Works report provided to the Tree Board wherein Public Works Department has planted over 1,200 trees in the Town since 2018 and being certified as Tree City USA by the Arbor Day Foundation.

9. Closed Session

Motion into Closed Session at 7:25 p.m. pursuant to:

NCGS 132-318.11(a)(3) - to consult an attorney employed or retained by the governing body in order to preserve the attorney-client privilege and to consider and give instructions to an attorney concerning the handling or settlement of a claim, judicial action, mediation, arbitration, or administrative procedure;

NC GS 132-318.11 (a) (5) - to establish, or to instruct the public body's staff or negotiating agents concerning the position to be taken by or on behalf of the public body in negotiating the amount of compensation and other material terms of an employment contract or proposed employment contract;

NC GS 132-318.11 (a) (6) - to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

Moved by: John Chase

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

[CLOSED SESSION]

Moved at 7:55 p.m. to re-enter open session.

Moved by: John Chase

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

10. Discussion & Action Items

10.1 Job Posting/Hiring Process - Town Manager

Mayor Fitzsimmons requested a motion to address the personnel matters.

Motion to engage the professional personnel placement services of Steve Straus and Developmental Associates for the process of hiring a Town Manager.

Moved by: John Chase

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

10.2 **Town Attorney**

Mayor Fitzsimmons asked if there was a motion to address the attorney services.

Motion to engage Campbell Shatley and accept their proposal for legal services and to specifically appoint John Henning as Town Attorney effective October 1, 2024.

Moved by: Peter McGuire

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

11. Adjournment

There being no further business, Mayor Fitzsimmons requested a motion to adjourn.

Motion to Adjourn at 7:59 p.m.

Moved by: Catherine Cordell

Aye Patrick Fitzsimmons, John Chase, Doug Jackson, Catherine Cordell, Dee Lawrence, Michelle Wood, and Peter McGuire

Carried 7-0

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

Draft

Town Council Regular Meeting - October 28, 2024 Minutes

Monday, October 28, 2024 at 6:00 PM

Town Council Chambers, Town Hall

1. Call to Order

Roll Call - Mayor Patrick Fitzsimmons, Vice Mayor John Chase, Council members Doug Jackson, Catherine Cordell, Michele Wood, Peter McGuire, Dee Lawrence

Staff Present- Interim Town Manager Scottie Harris, Town Attorney John Henning, Planning Director James Eller, Public Works Director Dale Pennell, Police Chief Somer Oberlin, Water Treatment Plant Supervisor Randall Wilson, Town Clerk Tamara Mercer, Community Center Coordinator Sarah Myers, and Town Planner Graham Crawford and A/V Coordinator Lauren Ward

2. Town Attorney - Oath of Office

Town Attorney, John F. Henning Jr. - Oath of Office administered by Town Clerk Mercer

3. Approval/Adjustments to the Agenda

Mayor Fitzsimmons noted that item Quarterly Finance Report would be removed and placed on next month's agenda due to excused absence of Finance Director Dozier.

Motion to adopt the Agenda as adjusted.

Moved by: Dee Lawrence

Aye	Peter McGuire, Doug Jackson, Michelle Wood, Dee Lawrence, Patrick Fitzsimmons, John Chase, and Catherine Cordell

Carried 7-0

4. Conflict of Interests Statement

Mayor Fitzsimmons asked if anyone had a conflict of interest, to which there was none.

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5. Tropical Storm Helene - Reflections of Town Council

Town Council members providing comments and reflections on the Tropical Storm Helene disaster and recovery efforts.

6. Consent Agenda

Interim Town Manager Harris provided a review of the consent agenda items:

5.1 Monthly Tax Report, Refunds/Releases

5.2 Budget Amendment- Storm Related Donation

5.3 Resolution Approving Donation of Surplus Property- Patrol Vehicle

5.4 Street Paving Contract- Final Change Order/Closeout

5.5 Approval of Consent Agenda Items

Motion to approve and adopt the Consent Agenda Items as presented.

Moved by: Doug Jackson

Aye Peter McGuire, Doug Jackson, Michelle Wood, Dee Lawrence, Patrick Fitzsimmons, John Chase, and Catherine Cordell

Carried 7-0

7. Interim Town Manager's Report

Manager Harris reviewed the following updates:

- Solor Panel Project at the Fire Station
- Property Reappraisal Delay
- Fireworks-quote from Pyrotecnico for the July 4th Celebration 2025
- HR Outsourcing Audit Update
- Elections

8. General Public Comments

Darla LeTourneau stated she was in favor of a consultant firm for the Town Manager search and requested a public input session addressing the Town Manager search.

Jeff McKenna provided reflections of Helene disaster and recovery responses. Mr. McKenna noted that the Town planned for and purchased Public Works Water

Treatment Plant backup generators which was timely and that he was in favor of the Town of Marshall vehicle donation.

Richard Cupp recounted the annexation of his residence years ago. He addressed the storm and thanked the town for infrastructure and services in the recovery and response.

9. Discussion & Action Items

9.1 Town Manager Hiring Update

Note: Technical difficulties were experienced that prevented remote participation by Steve Strauss of Developmental Associates, so this discussion item will be included in an upcoming Town Council meeting.

9.2 Sister City Resolution- Weaverville, California

Motion to approve the Sister City Resolution with the Town of Weaverville California, County of Trinity to establish a Sister City relationship.

Moved by: Catherine Cordell

Aye Peter McGuire, Doug Jackson, Michelle Wood, Dee Lawrence, Patrick Fitzsimmons, John Chase, and Catherine Cordell

Carried 7-0

9.3 Tropical Storm Helene Response and Recovery Update & Actions

Interim Town Manager Harris provided a comprehensive report on the impact of Tropical Storm Helene and the Town's response and recovery efforts on a department-by-department basis.

Debris removal was discussed and Town Council was asked to approve the use of Southern Disaster Recovery (SDR) for debris removal and disposal under their existing state contract and pricing. Staff also recommends that the Town engage DebrisTech as a debris removal monitor to work alongside SDR and Town staff in order to properly calculate the amounts and types of debris removed as this is required for reimbursement under FEMA. DebrisTech also operates under a state contract and pricing. The Town is responsible for providing a temporary debris management site for the processing of the debris.

Staff has identified a property for this purpose and hopes to put an agreement in place as soon as possible. Town Council is asked to provide authority to the Interim Town Manager to sign a short-term lease, license, and/or access agreement, subject to Town Attorney approval, to secure a site that is large enough and located in an area that allows for efficient management of the Town's debris.

Staff recommends contracting with WithersRavenel for FEMA grant administration and related services for Tropical Storm Helene recovery. These services are needed to help the Town properly complete all FEMA requirements for financial reimbursement in order to maximize funds for recovery.

Motion to approve 1) the use of Southern Disaster Recovery (SDR) for debris removal and disposal based on the current state contract and pricing; 2) to approve the use of DebrisTech for debris removal based on current stated contract and pricing; 3) grant authority to the Interim Town Manager to execute a lease, license, and or agreement for a temporary debris management site, subject to Town Attorney approval, 4) approve the use of WithersRavenel for FEMA grant administration and related services and 5) authorize Interim Town Manager, Town Clerk, Finance Director and Town Attorney to execute and an all documents to put in place the agreements as soon as possible and issue notices to proceed on the debris removal and disposal work.

Moved by: Dee Lawrence

Aye Peter McGuire, Doug Jackson, Michelle Wood, Dee Lawrence, Patrick Fitzsimmons, John Chase, and Catherine Cordell

Carried 7-0

9.4 **Annexation Petition/Conditional District Request- AdventHealth**

Planning Director Eller reviewed the voluntary annexation petition for a Conditional District application and proposed resolution to develop a 30-acre hospital and medical office complex on property near US Highway 25/70, Monticello Road, and Ollie Weaver Road. Mr. Eller explained the need to add additional acreage of approximately 7.30 acres in the request to be added to the Town's municipal limits. He provided the site plan overview, medical facility layout and specs. If Town Council wishes to proceed, the Resolution directs the Town

Clerk to investigate the sufficiency of the petition and requests a review of the conditional district application from the Planning Board for a recommendation. There were no Town Council comments noted on the conditional district application.

Motion to approve the resolution concerning a voluntary annexation petition of +/- 7.30 acres owned by AdventHealth Asheville, INC. Weaverville Annexation No. 2024-5.

Moved by: Peter McGuire

Aye Peter McGuire, Doug Jackson, Michelle Wood, Dee Lawrence, Patrick Fitzsimmons, John Chase, and Catherine Cordell

Carried 7-0

9.5 **Quarterly Report - Planning**

Planning Director Eller provided the quarterly Planning Department report for July, August and September of 2024.

New Code Enforcement and Planning Assistant, Graham Crawford was introduced.

Mr. Eller pointed out that under the State Disaster Recovery Act, we cannot charge for permits from damage caused by Tropical Helene. There will be a financial impact due to no fees for zoning permits. Per Statute this has been noticed on the Town's website.

10. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the meeting at 7:20 p.m.

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

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TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: November 18, 2024

SUBJECT: Monthly Tax Report, Refunds/Releases

PRESENTER: Tax Collector

ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for October 2024
RMV Refund/Release Report for October 2024

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of October 2024 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **22.58% of the Town's property taxes have been collected as of the end of October** (which is very typical at this time of year). This totals $959,448 out of the $4,249,311 total tax levy (real property, personal property, and business personal property). At the end of October 2024 there was $3,289,863 left to collect of the 2024 property taxes.

The Motor Vehicle Levy Releases/Refunds report for October is attached.

Buncombe County Assessor's Office has requested approval of the following releases/refunds:

Oct 2024	Property Tax Levy Release/Refund	$0.00
Oct 2024	Motor Vehicle Levy Release/Refund	($62.70)

COUNCIL ACTION REQUESTED:

The monthly report is provided for information only.

Town Council action to approval of the tax releases/refunds is requested. The following motion is suggested:

I move that Town Council approve the releases and refunds as requested.

Town of Weaverville
MONTHLY TAX REPORT
FY 2024-2025

Tax Year 2024
Summary for YTD Oct 2024:

Original Billed Amts	$	4,247,686
Abs Adj (Adjustments by Assessor)	$	(1,689)
Bill Releases	$	(29)
Discovery Levy	$	3,343
Additional Levy		
Net Levy	$	4,249,311
Total Current Year Collections	**$**	**959,448**
% Collected		**22.58%**
Total Left to be Collected:	**$**	**3,289,863**
Prior Years Tax Paid	$	2,027
Prior Years Interest Paid	$	168

Date run: 11/5/2024 12:03:39 PM **TR-401G Net Collections Report** NCPTS V4

Data as of: 11/4/2024 11:31:38 PM

Report Parameters:

Date Sent to Finance Start: **Min - October 1, 2024** Date Sent to Finance End: **Max - October 31, 2024** Abstract Type: **BUS,IND,PUB,REI,RMV**

Tax District: **WEAVERVILLE**

Levy Type: **Admin Expense, Advertisement Fee, Attorney Fee, Collection Fee 5, Collection Fee 9, Cost, Docketing Expense, EXPENSE, FEE INTEREST, Garnishment Fee, Interest, LATE LIST PENALTY, Legal Ad Expense, NSF Penalty, Postage Expense, Sheriff Service Fee, SPECIAL ASSESSMENT, STORMWATER, TAX, VEHICLE FEE, WEAVERVILLE TAX**

Tax Year: **2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004**

Year For: **2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003**

Collapse Districts: **N**

Default Sort-By: **Tax Year** Grouping: **Tax District,Levy Type**

Fiscal Year Activity from July 1, 20XX to October 31, 2024								Activity from October 1, 2024 to October 31, 2024			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest											
2023	0.00	0.00	0.00	0.00	0.00	6,581.79	0.00	0.00	0.00	0.00	0.00
		0.00	6,581.79	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,861.85	0.00	0.00	0.00	0.00	0.00
		0.00	4,861.85	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,050.81	0.00	0.00	0.00	0.00	0.00
		0.00	5,050.81	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	11,905.62	0.00	0.00	0.00	0.00	0.00
		0.00	11,905.62	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	5,056.63	0.00	0.00	0.00	0.00	0.00
		0.00	5,056.63	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	NA	NA			0.00	0.00
2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00

		0.00	64.92	0.00	0.00	NA	NA			0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00
		0.00	100.08	0.00	0.00	NA	NA			0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	47.72	0.00	0.00	0.00	0.00	0.00
		0.00	47.72	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00
		0.00	1,020.36	0.00	0.00	NA	NA			0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00
		0.00	730.74	0.00	0.00	NA	NA			0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00
		0.00	12.59	0.00	0.00	NA	NA			0.00	0.00
Sub.	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**35,788.69**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
		0.00	**35,788.69**	**0.00**	**0.00**	**NA**	**NA**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: LATE LIST PENALTY**									
2024	2,330.93	1.55	0.36	200.86	2,529.88	454.66	2,075.22	120.48	0.00	0.00	19.83
		0.00	454.66	0.00	0.00	17.97 %	82.03 %			0.00	0.00
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,168.30	47.85	0.00	0.00	0.00	0.00
		0.00	9,168.30	80.35	0.00	99.48 %	0.52 %			0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,267.17	16.36	0.00	0.00	0.00	0.00
		0.00	3,267.17	0.00	0.00	99.50 %	0.50 %			0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	21.83	0.00	0.00	0.00	0.00
		0.00	4,392.09	0.00	0.00	99.51 %	0.49 %			0.00	0.00
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	7,032.49	15.10	0.00	0.00	0.00	0.00
		0.00	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
Sub.	**16,573.95**	**605.87**	**3.02**	**10,213.84**	**26,491.07**	**24,314.71**	**2,176.36**	**120.48**	**0.00**	**0.00**	**19.83**
		0.00	**24,314.71**	**312.17**	**0.00**	**91.78 %**	**8.22 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: TAX**									
2024	4,247,685.92	1,689.11	29.10	3,343.17	4,249,310.88	959,448.29	3,289,862.59	253,244.14	0.00	0.00	126.84
		0.00	959,448.29	0.00	0.00	22.58 %	77.42 %			0.00	0.00
2023	4,196,765.41	2,953.48	60.16	8,428.28	4,204,328.91	4,202,513.58	1,815.33	0.00	0.00	0.00	0.00
		0.00	4,202,513.58	2,148.86	0.00	99.96 %	0.04 %			0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,028.72	1,481.26	0.00	0.00	0.00	0.00
		735.06	3,989,763.78	0.00	0.00	99.96 %	0.04 %			0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,357.32	3,050.39	0.00	0.00	0.00	0.00
		726.57	3,726,083.89	2,934.84	0.00	99.92 %	0.08 %			0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,017.69	1,023.50	0.00	0.00	0.00	0.00

		2,156.28	3,374,173.97	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**19,643,935.06**	**18,938.14**	**3,362.08**	**54,494.70**	**19,683,940.00**	**16,386,706.93**	**3,297,233.07**	**253,244.14**	**0.00**	**0.00**	**126.84**
		3,617.91	**16,390,324.84**	**7,810.46**	**0.00**	**83.25 %**	**16.75 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: WEAVERVILLE TAX**									
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	0.00	0.00
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %			0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %			0.00	0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %			0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %			0.00	0.00
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %			0.00	0.00
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	2,047.01	0.00	0.00	0.00	0.00
		0.00	72.85	0.00	0.00	3.44 %	96.56 %			0.00	0.00
2013	570.35	0.00	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.00	0.20 %	99.80 %			0.00	0.00
2012	752.46	0.00	111.58	0.00	640.88	204.72	436.16	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %			0.00	0.00
Sub.	**56,171.30**	**0.00**	**891.76**	**0.00**	**55,279.54**	**46,091.51**	**9,188.03**	**0.00**	**0.00**	**0.00**	**0.00**
		0.00	**46,091.51**	**0.00**	**0.00**	**83.38 %**	**16.62 %**			**0.00**	**0.00**
Total	**19,716,680.31**	**19,544.01**	**4,256.86**	**64,708.54**	**19,765,710.61**	**16,492,901.84**	**3,308,597.46**	**253,364.62**	**0.00**	**0.00**	**146.67**
		3,617.91	**16,496,519.75**	**8,122.63**	**0.00**	**83.26 %**	**16.74 %**			**0.00**	**0.00**

Signature (Tax Collector) _____

District Refunds FY2024
July 2024 through June 2025

NCVTS Pending refund report Fiscal Year 2025

Oct-24

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	($3,762.95)
CAS	CITY	($1,128.26)
CBM	CITY	($17.33)
CWV	CITY	$62.70
CWO	CITY	($132.09)
FBR	FIRE	($26.57)
FEB	FIRE	($65.30)
FEC	FIRE	($47.12)
FFA	FIRE	($8.69)
FFB	FIRE	($15.47)
FGC	FIRE	($27.36)
FJU	FIRE	($38.51)
FLE	FIRE	($33.24)
FNB	FIRE	($34.39)
FRC	FIRE	($3.86)
FRE	FIRE	($86.76)
FSK	FIRE	($62.06)
FSW	FIRE	($50.96)
FUH	FIRE	($63.11)
FWB	FIRE	($74.78)
FWO	FIRE	($7.75)
SAS	SPECIAL	($26.95)
Total		**($5,650.81)**

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting:	November 18, 2024
Subject:	Budget Amendment – Police
Presenter:	Town Finance Director
Attachments:	Budget Amendment Form

Description/Summary of Request:

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education, and Law Enforcement activities. For the quarter ending 9/30/2024 the Town received **$4,168.17** for Alcohol Education and **$2,977.26** for Law Enforcement.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2024-2025 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2024-2025

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-430-431-26400	Police – Alcohol Ed & Prevention	$4,168.17
010-430-431-26450	Police – ABC Law Enforcement	$2,977.26

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

Account	Account Description	Transfer Amount
010-004-300-06045	ABC Store – Alcohol Education	$4,168.17
010-004-300-06050	ABC Store – Police Dept Revenue	$2,977.26

Justification: Please provide a brief justification for this budget amendment. *ABC Store Distribution for Q1 FY 2025.*

Authorized by Finance Officer **Date**

Authorized by Town Manager **Date**

Authorized by Town Council (if applicable) **Date**

Budget Ordinance Section 12:

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:	November 18, 2024
Subject:	Budget Amendment – Community Center
Presenter:	Town Finance Director
Attachments:	Budget Amendment Form; Letter from Weaverville Center for Creative & Healthy Living

Description/Summary of Request:

The Town received a donation from the close out of the Weaverville Center for Creative & Healthy Living (WCCHL) for **$240.86** to be used for program sponsorship or equipment needed by the Weaverville Community Center.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2024-2025 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2024-2025

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-600-614-39510	Community Center - Community Programs	$240.86

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

Account	Account Description	Transfer Amount
010-004-300-09022	Contributions Community Center	$240.86

Justification: Please provide a brief justification for this budget amendment. *To record donation received from the close out of Weaverville Center for Creative & Healthy Living.*

Authorized by Finance Officer **Date**

Authorized by Town Manager **Date**

Authorized by Town Council (if applicable) **Date**

Budget Ordinance Section 12:

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.*

Weaverville Center for Creative & Healthy Living
A 501(c)(3) Corporation
26 Whitetail Drive, Weaverville NC 28787
wcchl@weavervillenc.org / 904.347.3312

5 November 2024

Tanya Dozier
Finance Officer
Town of Weaverville
30 South Main Street
Weaverville, NC 28787

Dear Tanya,

The enclosed check for $240.86 represents the remaining balance from the Weaverville Center for Creative & Healthy Living (WCCHL) bank account held at Home Trust Bank. Please accept this check as a DESIGNATED GIFT to be solely used for program sponsorship or equipment needed by the Weaverville Community Center. It has been my distinct privilege to lead the WCCHL organization for the last three years and this gift represents my final official act as WCCHL's Director. I know that Ms. Sarah Myers will put these funds to good use in continued service to our incredible Weaverville community.

In closing, I would be remiss if I did not mention (one last time) our Board's appreciation for the incredible support we have received from Town leadership during the course of this unique collaboration. Without their total embrace of our organization's vision, none of this would have been possible. Please extend our Board's thanks to both Council and Staff for their unconditional faith in our organization and their three years of unbridled support.

Respectfully yours,

Thomas M. Balestrieri
Former WCCHL Director
904.347.3312

Cc. S. Myers
A. Riddle, WCCHL Treasurer

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	November 18, 2024
SUBJECT:	Water Commitment Renewal – Windsor Built Homes – Reems Creek Road
PRESENTER:	Public Works Director Dale Pennell
ATTACHMENTS:	Water Commitment Letter

DESCRIPTION/SUMMARY OF REQUEST:

The Town granted a water commitment for a 35-lot single family subdivision project being developed by Windsor Built Homes on Reems Creek Road (see attached letter dated 23 October 2024). Windsor Built Homes, the applicant/developer has indicated that the funding and permitting of their project is underway but that they have not yet started construction of the water system improvements. They are requesting a one-year extension of the water commitment for the above project.

No conditions have changed from the original development plans and the requested water usage amount remains the same. As with the original water request, the Public Works Director has found that, at this time, there is sufficient capacity within the Town's water system to provide this project with water without affecting existing customers.

The Interim Town Manager and Public Works Director recommend approval of this request.

COUNCIL ACTION REQUESTED:

Town Council is asked to consider renewing the water commitment as requested through the adoption of the following motion:

> *I move that the water commitment request for the 35-lot single family subdivision project being developed by Windsor Built Homes on Reems Creek Road be extended for an additional year upon payment of the associated fees as set out in the Town's current fee schedule*

The Town of
Weaverville
NORTH CAROLINA

October 26, 2023

Scott Street
Windsor Built Homes
Via email to: sstreet@windsorbuilt.com

Re: Water Commitment for Windsor Built Homes – Reems Creek
+/-9.5 acres on Hamburg Mountain Road/Reems Creek Road
PIN 9742-95-4210 and portion of 9742-94-4151

Dear Mr. Street:

On October 23, 2023, the Town of Weaverville approved the water commitment/extension request that was submitted by you for the development of the above-referenced property. Your request indicated that a proposed development on the property listed above would consist of a 35-lot single family subdivision. You requested domestic water service for those units totaling approximately 14,000 GPD. Based on our review it was determined that our water system has adequate capacity to serve this connection.

Your commitment request was approved at a Town Council meeting on October 23, 2023, subject to certain conditions listed herein. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. Approval of this water commitment is conditioned upon the property being annexed into the Town of Weaverville. It is acknowledged that a valid annexation petition for the property has been properly submitted to the Town and recently certified as sufficient by the Town Clerk.
2. Please have your engineer coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water service.
3. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
4. This water commitment is valid only for the project described in this letter.
5. Unless otherwise extended by a renewal approved by Town Council, this commitment shall automatically expire one year from the date of this letter if the installation of the water system improvements has not begun within that one-year time frame.

6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
8. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.

You have paid in full the $1,225 commitment fee (check #20328) for 35 5/8" meters at inside rates. The non-refundable application fee of $100 has not been paid and is now due (invoice attached) and must be paid within 60 days of the date of this letter to keep this commitment letter active. Failure to pay this fee by that date will result in a staff recommendation to Town Council requesting them to void the approval.

Additional fees will be required to activate each account based on the Town's Fee Schedule applicable at the time of activation. For information purposes only, below are fees from the FY2024 Fee Schedule, which are subject to change:

- $25.00 Account Establishment Service Charge
- $80.00 Water System Account Deposit (5/8" connection and inside town limits)
- $2,750.00 Water System Development Fee for 5/8" connection

Sincerely,

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

cc: Dale Pennell, Public Works Director

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting:	Monday, November 18, 2024
Subject:	Annual Update of the Comprehensive Land Use Plan (CLUP)
Presenter:	Planning Director
Attachments:	Action Plan Table with Priorities, Resolution Regarding Development within Identified Growth Areas, Future Land Use Map

Description:

As is done annually, the Planning Board has reviewed and offered a recommendation on the update of the CLUP, including an action plan table with priorities, updated Future Land Use Map, and the inclusion of the resolution concerning development within identified growth areas.

The action plan table with priorities and resolution concerning development within identified growth areas have been updated as a result of the conversations during the joint meeting of Town Council and the Planning Board. Staff will be working on updating the future land use map to be reflective of the growth areas resolution in order to be presented at the public hearing.

It is recommended that this public hearing be held at the workshop meeting in January (January 21, 2025).

Action Requested:

A motion setting a public hearing on the annual update of the CLUP for January 21, 2025 at 6pm is appropriate at this time.

COMPREHENSIVE LAND USE PLAN
STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Approved –October 2023

1		2024	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
2	PRIORITIZATION							RESPONSIBILITY		
3		**WATER**								
4	N/A		1	1	1	Update Plan and regulations to slow land use development if water treatment plant expansion is postponed or terminated and water usage and commitments reach 70% of available water supply	WTP Expansion project underway; commitments and usage reported quarterly	✓	✓	✓
5	✓		1	1	1	Continue monitoring water production, allocations, usage, and availability	In progress by staff with quarterly reports	✓		
6	✓		1	1	1	Continue reserving water allocation for infill development within the town	In progress by staff with quarterly reports	✓		
7	✓		1.5	2	2	Development of Water System GIS Layer	Completed in 2024	✓		
8		**STREETS AND SIDEWALKS**								
9	✓		1	1	1	Continue the Street Improvement Program	Program funded FY2024	✓		✓
10	✓		1	1	1	Establish/support committee on Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23; committee formed 11/23	✓		✓
11			1	1	1	Develop priorities/timeline for Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23; committee working on this	✓		✓
12			2	2	2	Establish/continue funding a Sidewalk Improvement Program for Bike-Ped priorities	Bike-Ped Plan adopted 6/26/23			✓
13			2.5	2	3	Review annual progress towards implementation of the Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23	✓	✓	✓
14			2.5	3	2	Study possible adoption of driveway construction standards – steep slope, reduction of curb cuts, common driveways		✓	✓	✓
15		**HOUSING**								

COMPREHENSIVE LAND USE PLAN
STATED GOALS, RESPONSIBILITIES, AND PRIORITIES
(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Approved –October 2023

1		2024	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
16			2	2	2	Consider broadening allowable housing types (duplexes, quadplexes) in residential. districts by allowing multifamily or establishing new districts		✓	✓	✓
17			3	3	2	Consider ways to increase housing affordability	TC considered in 2020	✓		✓
18			3	3	3	Consider expansion of the MH Overlay District		✓	✓	✓
19		**GENERAL POLICY MATTERS**								
20			1		1	Review & update economic development goals	WEDAC/TC working on this			✓
21	✓		1		1	Continue to annex properties along the Town's borders in order to impose the Town's land use regulations	TC consensus on 5/14/22 and resolution dtd 12/13/22 & last amended 5/20/24			✓
22	✓		1	1	1	Continue to work with Buncombe County on planning issues, esp. in areas near Town limits	TC consensus on 5/14/22	✓		✓
23	✓		1		1	Engage in conversations with NCDOT about long-term planning for growth	TC consensus on 5/14/22	✓		✓
24	✓		1		1	Engage in conversations with MSD about long-term planning for growth	TC consensus on 5/14/22; MSD Update on ???	✓		✓
25	✓		1	1	1	Comprehensive review of Future Land Use Map	TC workshop 5/14/22; adopted 11/20/23	✓	✓	✓
26	✓		1		1	Make decisions on annexation based on the ability to provide quality municipal services to proposed land uses to same extent and under current policy	TC consensus on 5/14/22 and resolution dtd 10/23/23			✓
27			2	2	2	Increase recreational opportunities, especially on Town properties	Eller Cove Watershed (study complete 2/24, grant application pending 3/24); Reems Creek Greenway (study pending)	✓		✓
28			3		2	Investigate possibility of reestablishing direct bus route between Weaverville and Asheville		✓		✓
29			3	3	2	Review of overlapping land use authority	Take up when County initiates	✓		✓
30			2.5	3	2	Negotiate interlocal agreement(s) with County (Building Permits and Inspections)	Take up when County initiates	✓		✓

COMPREHENSIVE LAND USE PLAN
STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Approved –October 2023

1		2024	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
31			3	3	3	Evaluate need to strengthen regulations with regard to hazard mitigation	Buncombe-Madison Hazard Mitigation Plan dated 6/21	✓	✓	✓
32		**LAND DEVELOPMENT REGULATIONS**								
33					1	Review residential uses for consistency and compatibility with policy directives	PB Recommended 5/24	✓	✓	✓
34					1	Determine how to regulate Condominiums		✓	✓	✓
35	✓				2	Study & consider regulation of short-term rentals	TC Consensus to Delay 8/20/24	✓	✓	✓
36	✓	1	1	1	1	Consider regulations that encourage open space or greenway dedication, conservation measures / Link with Tree Conservation Consider regulations concerning tree conservation/tree canopy preservation	Planning Board consensus on 9/3/24 Active Item	✓	✓	✓
37					1	Study & consider regulations on min/max parking and loading areas	Active Item	✓	✓	✓
38					1	Setbacks when property line crosses a road				
39		2	2	2	2	Consider Town-initiated rezonings to better align established uses with underlying zoning districts or to address long dormant properties	Focusing on long dormant properties	✓	✓	✓
40		2	2	2	2	Undertake a comprehensive review of zoning regulations		✓	✓	✓
41		2	2	2	2	Determine need or desire for Town grading regulations for projects between 1 acre and ½ acre		✓	✓	✓
42		3	3	2	2	Revise wireless telecommunication facility regulations for legal compliance and policy objectives		✓	✓	✓
43		3	3	3	3	Continue to analyze ways to provide standard regulations in order to reserve use of conditional zoning for unique development	Areas improved: Mixed Use Development Apartments	✓	✓	✓

TOWN OF WEAVERVILLE
AMENDED AND RESTATED RESOLUTION
CONCERNING GROWTH AREAS

WHEREAS, on October 23, 2023, Town Council adopted a resolution concerning identified growth areas and, at a joint meeting with the Planning Board on August 20, 2024, several desired changes to the desired uses in the growth areas were discussed;

WHEREAS, municipal growth through annexation is essential to sound urban development and continued economic stability in the Town of Weaverville; and

WHEREAS, managing growth by extending municipal services makes sense and annexation of properties ensures that new development is built to Town of Weaverville standards;

WHEREAS, influencing where and what commercial development occurs within the Weaverville area and providing balanced residential development is desirable to the Town of Weaverville;

WHEREAS, the Town of Weaverville would like to see growth that is well-designed and that complements the development that is already within the Town;

WHEREAS, the Town of Weaverville has identified certain properties along its municipal borders as having a high likelihood of development due to the presence of public water and sewer and has identified them as growth areas as described below;

WHEREAS, the Town wishes to indicate its willingness to consider the voluntary annexation of the properties included within these growth areas and to inform the public of the types of development that the Town believes is consistent with its Comprehensive Land Use Plan and reasonable when considering the surrounding area;

WHEREAS, Town Council now wishes to amend and restated such resolution;

NOW, THEREFORE, BE IT RESOLVED, the Weaverville Town Council hereby declares and resolves as follows:

1. The Town has identified the following growth areas which are now shown on the Town's GIS map, a copy of which is attached hereto:
    a. Growth Area 1 – Gill Branch Valley Area
    b. Growth Area 2 – Monticello Road West Area
    c. Growth Area 3C – Ollie Weaver Road Area – Commercial (portion of the area near and along Monticello Road and 25/70 which is more commercial in nature)
    d. Growth Area 3R – Ollie Weaver Road Area – Residential (portion that is more rural and residential in nature).
    e. Growth Area 4 – I-26 Corridor
    f. Growth Area 5 – Reems Creek Road Area
    g. Growth Area 6 – US Highway 25/70 Corridor

2. The Town is likely to favorably consider voluntary annexation petitions received for the properties shown within these growth areas. It is noted, however, that some development, especially in Growth Area 3, may best proceed without annexation as the provision of municipal services may be difficult in certain locations and some areas may be ineligible for annexation by the Town of Weaverville due to legal requirements regarding satellite annexation.

3. The following is valued, and as proposed development is considered on these properties, the Town would like to see an emphasis on:

    a. Great streets and gathering places, where the pedestrian is prioritized;
    b. Connections between adjoining developments and to gathering places;
    c. Walkability through the installation of sidewalks, greenways, and other multi-modal trails, especially those that will connect to the existing or planned pedestrian network within Weaverville;
    d. Preservation of natural spaces for public use;
    e. Establishment of open spaces that provides recreational opportunities in the form of greenways, playing fields and/or playgrounds;
    f. Protection of streams and creeks;
    g. Preservation of mature trees and planting of street trees;
    h. Landscape buffering and screening to protect views;
    i. Reduction of stormwater runoff which threatens our water quality;
    j. Energy conservation measures, such as EV charging stations and solar;
    k. Inclusion of commercial uses that support compatible development.

4. Consistent with Town Council's prior discussions and consensus, the following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 1 [Gill Branch Valley Area]**:

    a. mixed use development;
    b. single family residential development;
    c. duplexes;
    d. townhouses;
    e. multifamily development;
    f. commercial development (especially those supporting residential neighborhoods such as small general retail, restaurants, professional services).

    These uses are most consistent with the following zoning districts: R-1, R-2, R-3, R-12, C-2, and conditional district zoning.

5. Consistent with Town Council's prior discussions and consensus, the following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use

Plan and Future Land Use Map, and may be desirable within **Growth Area 2 [Monticello Road West Area]**:

a. mixed use development;
b. single family residential development;
c. duplexes;
d. townhouses;
e. commercial development (especially those supporting residential neighborhoods such as small general retail, restaurants, professional services).

These uses are consistent with the following zoning districts: R-1, R-2, R-3, C-2, and conditional district zoning.

6. The following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 3C [Ollie Weaver Road Area - Commercial]:**

    a. commercial development (especially medical services such as healthcare facilities and medical offices; small general retail, restaurants, professional services; and other commercial uses supporting residential neighborhoods).

    These uses are consistent with the following zoning districts: C-2, conditional district zoning, and any neighborhood commercial or light commercial district.

7. The following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 3R [Ollie Weaver Road Area - Residential]:**

    a. single family residential development;
    b. duplexes;
    c. commercial development (especially those supporting residential neighborhoods).

    These uses are consistent with the following zoning districts: R-1, R-2, R-3, C-2, and conditional district zoning.

8. The following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 4 [I-26 Corridor]:**

    a. mixed use development;
    b. single family residential development;
    c. duplexes;
    d. townhouses;
    e. multifamily development;
    f. commercial development (especially medical services such as healthcare facilities and medical offices, small general retail, restaurants, hotels);

    These uses are most consistent with the following zoning districts: R-1. R-2, R-3, R-12, C-2, and conditional district zoning.

9. The following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 5 [Reems Creek Road Area]:**

    a. mixed use development;
    b. single family residential development;
    c. duplexes;
    d. townhouses;
    e. ~~multifamily development~~;
    f. commercial development (especially those supporting residential neighborhoods such as small general retail, restaurants, professional services).

    These uses are most consistent with the following zoning districts: R-1, R-2, ~~R-3, R-12~~, C-2, and conditional district zoning, and any neighborhood commercial or light commercial district.

10. The following uses of land are found to be compatible with the Town's adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 6 [US Highway 25/70 Corridor]:**

    a. light commercial development (especially medical services such as healthcare facilities and medical offices; small general retail supporting residential neighborhoods; professional offices).

    These uses are consistent with the following zoning districts: C-2, conditional district zoning, and any neighborhood commercial or light commercial district.

11. The Town is willing to support compatible development within these growth areas by considering approval of public water requests for such development if current or anticipated capacity is available and such approval is in the best interest of the Town and/or its water system.

12. Town Council's recommended procedure for approvals is for property owners to present voluntary annexation petitions either prior to or simultaneously with a water request and zoning request. Some deviations from this recommendation are anticipated in situations where a property is ineligible for municipal annexation or where provision of municipal services will prove difficult.

13. Nothing herein is binding on the Town of Weaverville and the review and approval of all annexation petitions, land use applications, and water extension or commitment requests will be made in Town Council's discretion following procedures as required by North Carolina law and local ordinance.

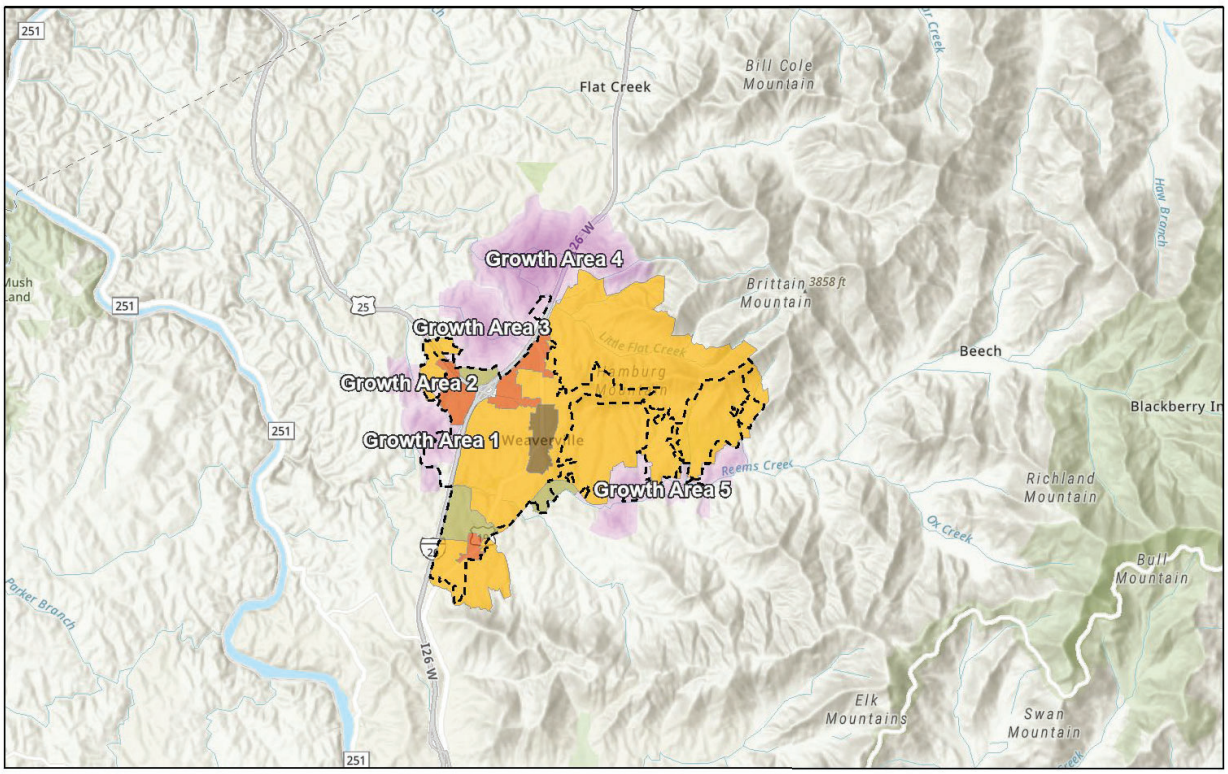
14. The Town's Comprehensive Land Use Plan is hereby automatically amended to include this amended and restated resolution concerning growth areas.

ADOPTED this the _____ day of _____, 2024.

_____
PATRICK FITZSIMMONS, Mayor

_____
TAMARA MERCER, Town Clerk

Town of Weaverville Zoning



9/24/2024, 3:07:18 PM

Weaverville Town Limits

Weaverville Future Land Use

Commercial

Downtown

Industrial

Residential

Weaverville Growth Areas

1:109,209

0 0.75 1.5 3 mi

0 1.25 2.5 5 km

Esri, NASA, NGA, USGS, Buncombe County, NC, State of North Carolina DOT, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA,

INTERIM TOWN MANAGER'S REPORT
November 2024

Mayor/Council,

Solor Panel Project at the Fire Station

Sugar Hollow began work at the Fire Station on October 21st for the installation of the solar panels and that project is now complete.



Debris Removal Project

SDR (our contract debris removal company) first assigned task was to remove an overhead limb on College St prior to Halloween for safety concerns. They have since started working in assigned areas and coordinating with our Public Works dept for the debris removal areas. They started picking up debris on Tuesday Oct 5th after the Temporary Debris Management Site was approved and permitted by DEQ.

Damage Assessment Update of Town Facilities/Property

Our insurance adjuster from the league was on-site Wednesday Oct 30th for a claims damage assessment. He visited all town facilities and met with a department representative for each of the Town's departments.

Annexations Update

Maple Trace – Maple Trace is finishing up its storm drainage system assessment and should have the results to Public Works Director Pennell for review soon. The HOA has asked to make its $134,000 payment for the street improvements in 2 installments, one by December 1 and one by April 1. It is expected that Town Council will be presented with an annexation ordinance and resolution concerning the streets at the December 16 meeting with an effective date for the annexation of January 1.

AdventHealth – Staff has completed the certificate of sufficiency and the Planning Board began its review of the conditional district on November 7 with positive comments noted. The community information meeting for this project will be held on November 20 at 6pm and the Planning Board will conclude its work at their December 3 meeting. It is expected that this will be back to Town Council on December 16 with a request to set public hearings for January.

21 Parker Cove Road – This project is proposed as 45 single family residences with zero lot line construction (very small lots with common areas). The annexation and conditional district has garnered interest from the neighboring community with about 30 people attending the recent Planning Board meeting. The community information meeting is scheduled for November 19 at 6pm and the Planning Board will resume its consideration of this proposed conditional district on December 3. It is expected that this may be back to Town Council on December 16 with a request to set public hearings for January.

HR Outsourcing Audit Update

Adept Solutions was on site Nov 13th-15th performing the HR Audit.

Succession Planning

The Assistant Public Works Director position has been posted for internal applicants.

Respectfully submitted,
Scottie Harris, Interim Town Manager

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: November 18, 2024

SUBJECT: Weaverville ABC Audit Presentation

PRESENTER: Rob Chason, ABC Board Chair

ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Burleson & Early, P.A., certified public accountants, performed a financial audit for the Weaverville ABC Board's FY2023-2024 fiscal year. On September 4, 2024, Bronwyn Burleson presented a clean, unmodified report which found that the FY 2023-2024 financial statements accurately reflect the financial position of the ABC store.

Due to the length of the audit report it is not provided with this agenda item but is available upon request. The following highlights are provided from the audit report in the event that they are useful or of interest to Town Council:

- Gross sales increased $23,393 (0.5%) over the prior year
- Gross sales totaled $4,915,324
- Distributions made to the Town totaled $461,887:
    - Law Enforcement (restricted) = $14,769
    - Alcohol Education/Rehabilitation (restricted) = $20,677
    - Profit Distribution (unrestricted) = $392,897
- Working capital (fund balance) totaled $451,048, which well exceeds the minimum required and falls in the middle of the suggested range
- Assets exceed liabilities by $453,699

Rob Chason serves as the ABC Board Chair and will be at tonight's meeting to discuss the financial status and operations of Weaverville's ABC Store.

COUNCIL ACTION REQUESTED:

No action requested or required. This is provided for information only.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: November 18, 2024

SUBJECT: Tropical Storm Helene Response and Recovery Update and Actions

PRESENTER: Interim Town Manager and Finance Director

ATTACHMENTS: Interlocal Agreement with LOSRC – Disaster Recovery Admin Services
Proposed Grant Project Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

The Interim Town Manager will be at tonight's meeting to provide information concerning the Town's storm response and recovery efforts.

Debris removal has begun within the Town and the Interim Town Manager will provide an update on these efforts and answer any questions of Town Council.

Just after last month's Town Council meeting staff was presented with a different option on disaster recovery administrative services. Land of Sky Regional Council (LOSRC) is providing these services to several jurisdictions in the area and staff opted to keep this service local with LOSRC, a public non-profit entity. Attached is the executed Interlocal Memorandum of Agreement for these needed services. The fees are based on actual time spent but are estimated at $15,000 through the end of this fiscal year. The agreement can be amended to extend into next fiscal year if needed.

The Town has already received its initial FEMA public assistance funding and the Finance Director recommends that a grant project ordinance be adopted in order to centralize all revenues and expenditures related to the storm. A draft grant project ordinance is attached for Town Council's review and approval. Budget amendments will be brought back to Town Council from time-to-time in order to accurately reflect actual expenditures.

COUNCIL ACTION REQUESTED:

Town Council is requested to take the action based on the following suggested motion:

> *I move that Town Council: (1) ratify the Interlocal Memorandum of Agreement with Land of Sky Regional Council for disaster recovery administrative services; and (2) adopt the grant project ordinance as presented.*

GRANT PROJECT ORDINANCE FOR THE TOWN OF WEAVERVILLE
TROPICAL STORM HELENE DISASTER RESPONSE AND RECOVERY

BE IT ORDAINED by the 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 grant project ordinance is hereby adopted:

Section 1: This ordinance is to establish a budget for projects related to the Tropical Storm Helene Disaster Response (FEMA Disaster 4827) that will be reimbursed by the Federal Emergency Management Agency (FEMA) Public Assistance Program. Through its Public Assistance Program (PA), FEMA provides Federal grant assistance for debris removal, emergency protective measures, and the restoration of disaster-damaged, publicly owned facilities. Although FEMA typically covers 75% of the eligible costs, the federal government has increased the cost share in North Carolina for the Helene disaster to 100% for the first 180 days of the incident period, and it is expected that most of the Town's recovery expenses will be fully reimburseable. Expenses may be eligible for FEMA reimbursement in the following categories:

Emergency Work
Category A: Debris Removal -- Expenses related to clearing debris from public property, including roads, parks, and other infrastructure.
Category B: Emergency Protective Measures -- Costs for actions taken to protect public health and safety, such as: search and rescue operations; sheltering and evacuation; and medical care and emergency response.

Permanent Work
Category C: Roads and Bridges -- Repairs and restoration of transportation infrastructure, including highways, streets, and bridges.
Category D: Water Control Facilities -- Restoration and repair of drainage systems, levees, and other flood control measures.
Category E: Public Utilities -- Restoration of water, wastewater, electrical systems, and other essential public utilities.
Category F: Parks, Recreational Facilities, and Other -- Repair or replacement of parks, recreational areas, and public spaces.
Category G: Buildings and Equipment -- Repairs or replacements of public buildings, such as schools, community centers, and related equipment.

Administrative Work
Category Z: Management Costs -- Administrative costs related to the overall management of disaster response and recovery efforts, which are capped at a certain percentage of eligible project costs.

Section 2: The following amounts are appropriate for the eligible projects and authorized for expenditure:

Project Description	FEMA Category	Cost Object	Appropriation from FEMA Reimbursement Grant
General Government			
Debris Removal Contract	A	Contract	$2,500,000
Debris Removal Monitoring	A	Contract	$500,000
Debris Management Site	A	Contract	$60,000
Debris Removal	A	Salary/Benefit	$107,713
Search & Rescue Personnel	B	Salary/Benefit	$107,713
Search & Rescue Equipment	B	Rental	TBD
Search & Rescue Equipment	B	Purchase	TBD
Disaster Recovery Admin. Services	Z	Contract	$15,000
Road/Bridge Repair	C		TBD
Water Control Facilities Repair	D		TBD
Parks and Recreational Facilities Repair	F		TBD
Buildings and Equipment Repair/Replace	G		TBD
Water & Wastewater			
Waterline Repair/Replace	E	Contract	$250,000
Water System Facility Repair/Replace	E	Contract/Purchase	$40,000
Water System Repair/Emergency Oper.	E	Salary/Benefit	$67,714
Water System Equipment	E	Rental	$60,000
TOTAL			**$3,708,140**

Section 3: The following revenues are available to complete the project:

FEMA Funds:	**$3,708,140**
TOTAL:	**$3,708,140**

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements of the grantor agency and the grant agreements, including payroll documentation and effort certifications, in accordance with federal regulations and the Town's Records Retention Policy.

Section 5: The Finance Officer is hereby directed to report the financial status of the project to the governing board on a quarterly basis.

Section 6: Copies of this grant project ordinance shall be furnished to the Budget Officer, the Finance Officer and to the Town Clerk.

Section 7: This grant project ordinance is effective retroactively to September 27, 2024, and expires when all of the FEMA funds have been obligated and expended by the Town.

ADOPTED by Town Council this 18th day of November, 2024, with a vote of _____ in favor and _____ against.

_____
PATRICK FITZSIMMONS, Mayor

ATTEST:

_____
TAMARA MERCER, Town Clerk

LAND OF SKY REGIONAL COUNCIL

Interlocal Memorandum of Agreement

Type of Award: _____ Sub-Award ___x___ Purchase of Goods & Service	**Contract No:** ___x___ New _____ Modification
Council	**Community**
Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806	**Town of Weaverville** PO Box 338 30 South Main St Weaverville, NC 28787
1. EIN: **561024369**	**Source of Funding:** Prime Sponsor: Federal Aid Number: CFDA: **Federal Provisions Applicable: X** *[if marked, **Federal Funds** clause is included in compliance with 2 CFR Part 200]*
2. UEI: **HS8MVFRAYH57**	
3. Proposal/Project Title: **FEMA PA Administration**	
Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11	**4. Funding Information/Period of Performance:**
	a. Amount Funded this Action: $15,000
	b. Amount Cost Share: NA
	c. Total Funds: $15,000
	d. Start Date: 11/1/2024
	e. End Date: 6/30/2025

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

Signature: _____	**Date:** 11/6/2024
Finance Officer: Tonya Dozier	

Community	Land of Sky Regional Council
Contact: Name: Tonya Dozier Phone: 828-484-7015 Email: tdozier@weavervillenc.org	**Council Program Contact:** Name: Mary Roderick Phone: 425-442-0385 Email: mary@landofsky.org
Send Invoice to: Tonya Dozier Finance Officer PO Box 338 Weaverville, NC 28787 tdozier@weavervillenc.org	**Send Payment to:** Accounts Receivable Land of Sky Regional 339 New Leicester Hwy, Suite 140 Asheville, NC 28806

The undersigned hereby certifies further that:

- He or she is a duly authorized representative of the Entity named herein;
- He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and
- He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1and -59.2 shall be guilty of a Class I felony

Town of Weaverville	*Land of Sky Regional Council*
Signature: David Scott Harris	Signature: /s/
Name: David Scott Harris Title: Interim Town Manager	Name: Nathan Ramsey Title: Executive Director
Date: 11/6/2024	Date: 11/13/2024

Interlocal Memorandum of Agreement

November 1, 2024 – June 30, 2025

THIS AGREEMENT, made on the 6th day of November, 2024, by and between Land of Sky Regional Council, hereinafter called the "Council", and the Town of Weaverville, hereinafter called the "Jurisdiction". (Council and the Jurisdiction may be referred to individually as "Party," or collectively as the "Parties," from time to time herein.)

WITNESSETH:

WHEREAS, the Council is empowered to provide technical assistance by the North Carolina General Statutes and by resolution passed by the Council on April 17, 1972; and

WHEREAS, this Interlocal Cooperation Agreement is made pursuant to Article 20 of Chapter 160A of the North Carolina General Statutes; and

WHEREAS, intergovernmental agreements are encouraged provided such services are billed on an actual cost basis under **2 C.F.R. § 200.318(e)**; and

WHEREAS, this Agreement must contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under **2 C.F.R. § 200.326;** and

WHEREAS, the Jurisdiction has requested the Council provide such technical assistance as listed in the Scope of Work (Exhibit A),

NOW, **THEREFORE**, the parties hereto do mutually agree as follows:

1. **Engagement**

The Jurisdiction hereby engages the Council, and the Council hereby agrees to such engagement to provide certain services in support of the Jurisdiction's operations, on the terms and conditions set forth herein, and commencing as of the Effective Date.

2. **Consulting Services**

The Scope of Work attached hereto as Exhibit A describes the services and deliverables to be performed and provided by the Council pursuant to this Agreement (the "Services"), which Scope of Work may be amended from time to time by the mutual written agreement of the Parties.

3. **Hours and Compensation.**
   a. **Hours**. The Council shall devote such reasonable time each month as is mutually agreeable to the Parties to render the Services to Jurisdiction pursuant to this Agreement.
   b. **Payment**. In consideration for the Council's timely and satisfactory performance of the Services, the Council shall be paid as set forth in the Scope of Work, unless otherwise agreed to in writing by the Parties.

c. **Expenses**. The Council is responsible for all expenses incurred while performing the Services. Any business expenses incurred by the Council in the performance of the Services that the Council demonstrates are reasonable and necessary and requests prior written approval from the Jurisdiction, may be submitted for reimbursement by the Jurisdiction.

4. Length of Contract

The Parties shall ensure that all services required herein shall be undertaken and completed in such sequence as to assure expeditious completion of the purposes of this Agreement within the timeframe established in Section 4 of the Cover Page.

5. Term and Termination.

a. **Term.** The term of this Agreement shall commence on the Effective Date and shall continue until terminated in a manner set forth in this Section 5 (the "Term").

b. **Termination without Cause by Council.** Council may terminate this Agreement without cause by giving not less than nine (9) months advance written notice to the Jurisdiction at the address as set forth on the signature page hereto. Such termination shall be effective on the date stated in such notice. Council acknowledges that the Jurisdiction has made and expects to continue making financial investments in the services of Council and that the notice required herein is specifically to permit the Jurisdiction to make other arrangements or reduce financial exposure in the event Council terminates this Agreement. Council shall be liable to the Jurisdiction for damages for failure to provide adequate notice.

c. **Termination with Cause by the Jurisdiction.** The Jurisdiction may terminate this Agreement effective immediately in the event: (i) Council is in breach of any of the terms or conditions of this Agreement; (ii) Council fails or refuses to perform or fulfill any of the Services or Council's duties, obligations or covenants under this Agreement; (iii) Council commits any act which the Jurisdiction reasonably determines to cause material harm to them or any of its operations or business relationships; (iv) Council is convicted or enters a plea of guilty or no contest for a felony crime or any other act involving moral turpitude, including, but not limited to, acts of fraud, theft, embezzlement, or sexual assault or battery, or the like; or (v) a settlement is entered into by or a judgment is entered against Council in connection with any allegation or proceeding involving an allegation of a criminal offense against Council.

d. **Termination without Cause by the Jurisdiction.** The Jurisdiction may terminate this Agreement without cause by giving not less than sixty (60) days advance written notice to Council at its address as set forth on the signature page hereto. Such termination shall be effective on the date stated in such notice.

e. **Mutual Termination.** This Agreement may be terminated at any time by the mutual written agreement of the Parties. Such termination under this Section 5(e) shall be effective on the date mutually agreed by the Parties.

f. **Effect of Termination**. In the event of any termination of this Agreement by the Jurisdiction or Council, the Jurisdiction shall be liable to Council only for compensation described in Section 3 (b) and (c) herein, if any, provided that Council continues to fulfill its duties and obligations under this Agreement from the date that notice of termination is given by either Party until the effective date of such termination, including Council's fulfillment of the Services. The Parties acknowledge and agree that the Jurisdiction may offset any obligations or liabilities owed by the Council to the Jurisdiction through the effective date of such termination against any amounts due to Council by

the Jurisdiction. The Jurisdiction shall retain the right to terminate Council effective immediately in the event a "with cause" circumstance arises during any "without cause" notice period, which shall relieve the Jurisdiction of any further obligations to pay Council any compensation beyond that which accrued prior to the effective date of the "with cause" termination.

g. **Return of Records.** Council agrees that if terminated, it will immediately return to the Jurisdiction all documents, materials and supplies, including but not limited to all Confidential Information, Trade Secrets, notes, data, tapes, lists, reference items, files, records, documents, memoranda, sketches, drawings, models, materials, invoices, shipping records, warehouse records, sales records, ordering records, software, product samples, contacts, forms, manuals, keys, badges, access cards and equipment, without retaining any copies or summaries of such property, obtained from or through the Jurisdiction or its affiliates or clients during or in connection with the Services or its affiliates or clients. Council shall cooperate with the Jurisdiction to wipe any of Council's information from his/her personal computer and devices, including, if requested, providing such devices and computers to a third party to verify the removal of such data.

6. **Restrictive Covenants**

a. **Confidentiality.**

i. Council understands and agrees that it and its agents and employees shall not disclose Confidential Information (as hereinafter defined) concerning the Jurisdiction, its property or other related business affairs, nor shall Council use such information to advance the financial or other private interest of itself or others. Council agrees (i) to hold Confidential Information in strictest confidence and (ii) not to use, duplicate, reproduce, distribute, disclose or otherwise disseminate Confidential Information or any physical embodiments of Confidential Information, without the prior authorization of the Jurisdiction. Council acknowledges and agrees that they will from time to time come into contact with and have access to Trade Secrets (as hereinafter defined) and Confidential Information (as hereinafter defined) of the Jurisdiction. Council expressly covenants and agrees that they will not, during the Term of this Agreement or following termination of this Agreement whether the termination is by Council or the Jurisdiction for any reason: (a) use any Trade Secrets or Confidential Information except as necessary in the performance of the Services, (b) reveal or disclose or allow to be revealed or disclosed any Trade Secrets or Confidential Information to any person or entity outside the Jurisdiction except as authorized by the Jurisdiction in the performance of the Services, or (c) remove or aid in the removal from the premises of the Jurisdiction, or from any other location where Trade Secrets or Confidential Information are maintained or stored by the Jurisdiction, any such Trade Secrets or Confidential Information of such Party or any materials which relate thereto.

ii. As used in this Agreement, "Trade Secret" means all formulas, techniques, inventions, methods of doing business and procedures used by the Jurisdiction in its business which are not generally known or used in the industry; lists of current and prospective clients of the Jurisdiction and associated client information (including client contacts, client data, preferences, and requirements); computer programs and source code developed by the Jurisdiction for use solely by the Jurisdiction; and any other information or data of such

Party which meets the definition of trade secrets under the North Carolina Trade Secrets Act (N.C.G.S § 6-152).

iii. "Confidential Information" means any and all information, knowledge or data relating to the Jurisdiction, all information and records concerning prospects, constituents, residents, customers, suppliers, vendors, formulas, designs, compilations, blending formulae, make up and constituent portions, methods, techniques, processes, existing and future business plans and proposals, advertising and marketing campaigns/strategies, financial data, know-how, Trade Secrets, and other information regarding the Jurisdiction, which is or has been disclosed to Council or of which Council became aware as a consequence of or through providing the Services to the Jurisdiction and which has value to the Jurisdiction and is not generally known to the public. Confidential Information shall not include any data or information that has been voluntarily disclosed to the public by the Jurisdiction or that has been independently developed and disclosed by others, or that otherwise enters the public domain through lawful means. Confidential Information is a valuable and unique asset and is and will remain the exclusive property of the Jurisdiction.

iv. As a condition of the continued independent Council relationship, Council agrees not to use Confidential Information itself or to disclose any Confidential Information to any person other than to authorized persons on a need-to-know basis, unless disclosure or use is authorized in writing by the Jurisdiction.

b. **Waiver of Claims and Defenses.** Council waives the claim or defenses that the terms of the covenants in this Section 6 are unreasonable and agrees that it shall not urge in any such action or proceeding that such claims or defenses exist.

c. **Covenants Independent**. Council's covenants contained in Section 6 hereof shall each be construed as agreements independent of each other and of any other provision in this Agreement. The unenforceability of one covenant shall not affect the remaining covenants.

d. **Consideration.** Council acknowledges and agrees that valid consideration has been given to Council by the Jurisdiction in return for the promises of Council set forth herein.

e. **Equitable Relief**. Because of the difficulty of measuring economic losses to the Jurisdiction as a result of a breach of the foregoing Restrictive Covenants, because a breach of such Restrictive Covenants would diminish the value of the Jurisdiction, and because of the immediate and irreparable damage that could be caused to the Jurisdiction for which it would have no other adequate remedy, Council agrees that the foregoing Restrictive Covenants may be enforced against him/her by injunctions, restraining orders and other equitable actions, in addition to any remedy available at law.

f. **Reasonable Restraint.** It is agreed by the Parties hereto that the foregoing Restrictive Covenants in this Section 6 are necessary in terms of time and scope to impose a reasonable restraint on Council in light of the activities and business of the Jurisdiction. Council further agrees that the protection afforded the Jurisdiction under is necessary and reasonable for the Jurisdiction to protect its legitimate business interests.

7. **Indemnity**. Council agrees to forever indemnify, defend and hold harmless the Jurisdiction and its Council members, employees and agents, from and against any claims, losses, liabilities, or damages (including reasonable attorneys' fees and court costs) arising out of or in connection with (i) Council's breach of this Agreement; (ii) any negligent act or omission of Council and/or Council's agent(s) in the performance of the

Services hereunder; or (iii) any act or omission of Council and/or Council's agent(s) outside the scope of the Services. Council also agrees to indemnify and hold harmless the Jurisdiction from and against any and all tax liabilities and responsibilities for payment of federal, state or local taxes with respect to Council.

8. **Miscellaneous.**
   a. **Entire Agreement.** This Agreement constitutes the entire Agreement between the Jurisdiction and Council with respect to the subject matter of this Agreement and supersedes all prior negotiations and Agreements, whether written or oral. Neither this Agreement, nor any section thereof, shall be construed against any Party due to the fact that said Agreement, or any section thereof, was drafted by said Party.
   b. **Amendment**. This Agreement may not be altered or amended except by a written document executed by all of the Parties.
   c. **Governing Law / Jurisdiction / Venue.** In all respects, including all manner of construction, validity, and performance, this Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of North Carolina applicable to contracts made and/ or performed in such State, without reference to the conflict of laws principles thereof, and any applicable laws of the United States of America. Each party (i) consents to the personal jurisdiction of any state or federal court located in Hendersonville, North Carolina in any proceeding arising out of or relating to this Agreement, (ii) waives any venue or inconvenient forum defense to any proceeding maintained in such courts and (iii) agrees not to bring any proceeding arising out of or relating to this Agreement in any other court.
9. **Severability.** In the event that any part of this Agreement is declared to be invalid or unenforceable, the remaining portions of the Agreement shall be valid and binding upon the Parties to the same extent as if that portion had not been made a part of this Agreement. The Parties request that the court so modify and construe such provisions as to make them as fully enforceable as permitted by applicable law. The Parties also agree that each covenant in this Agreement is divisible and independent. The obligations of the Council under the Confidentiality section of this Agreement shall independently survive any expiration or termination of this Agreement for any reason whatsoever.
10. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which shall constitute one and the same Agreement.
11. **Assignment of Interests.** Council shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Jurisdiction or unless specifically contained in the Scope of Work attached hereto.
12. **Nondiscrimination Clause.** No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.
13. **Record Retention Requirements (2CFR § 200.324).** The Parties agree to keep financial records and other applicable records for this project available during the contract period and for five (5) years from the date of payment of the final invoice for inspection and audit by any authorized representatives of the government.
14. **Age Discrimination Act of 1975, as amended.** No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

15. **Section 504, Rehabilitation Act of 1973, as amended.** No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.
16. **E-Verify Provision.** Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that Council, and Council's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov
17. **Federal Funds.** The Jurisdiction shall make all necessary inquiries to correctly identify the source of funding for a Contract. If the source of funds for a Contract is federal funds, the following federal provisions apply pursuant to **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II** (as applicable), unless a more stringent state or local law or regulation is applicable:
    a. **Equal Employment Opportunity (41 C.F.R. Part 60).** During the performance of this contract, the contractor agrees as follows:
        i. Council will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Council will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:
            a. Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
        ii. The Council will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
        iii. Council will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
        iv. The Council will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Council 's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

v. Council will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

vi. The Council will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

vii. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

viii. The Council will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Council will take such action with respect to any subcontract or purchase order as the administering agency, may direct as a means of enforcing such provisions, including sanctions for noncompliance:

   a. *Provided,* however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided,* That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

   b. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

c. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

b. Compliance with the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708).

i. *Overtime requirements.* No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

ii. *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

iii. *Withholding for unpaid wages and liquidated damages. FEMA* shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

iv. *Subcontracts.* The Council or a subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

c. Clean Air Act (42 U.S.C. 7401-7671q.)

i. Council agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

ii. Council agrees to report each violation to the Jurisdiction and understands and agrees that Council will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The Council agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

d. Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

i. Council agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

ii. Council agrees to report each violation to the Jurisdiction and understands and agrees that Council will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

iii. The Council agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

e. Debarment and Suspension (Executive Orders 12549 and 12689)

i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

ii. The Council must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

iii. This certification is a material representation of fact relied upon by the Council. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Jurisdiction, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

iv. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

f. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352 – as amended)

i. Contractors who apply or bid for an award of $100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal

appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

g. Procurement of Recovered Materials (2 C.F.R. § 200.322)

i. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
   1. Competitively within a timeframe providing for compliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

iii. Council also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

h. Access to Records (2 CFR § 200.334, 200.337)

Council agrees to provide the Jurisdiction, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Council which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. The Council agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. The Council agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with section 1225 of the Disaster Recovery Reform Act of 2018, the Jurisdiction and Council acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States."

i. Changes (2 CFR § 200.403)

To be allowable under a FEMA grant or cooperative agreement award, the cost of any contract change, modification, amendment, addendum, change order, or constructive change must be necessary, allocable, within the scope of the grant or cooperative agreement, reasonable for the scope of work, and otherwise allowable. Any change requests will be made in writing to the Jurisdiction with supporting documentation to justify the request.

j. DHS Seal, Logo, and Flags (DHS Standard Terms and Conditions)

The Council shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without FEMA's pre-approval. Council shall include this provision in any subcontracts."

k. **Compliance with Federal Law, Regulations, And Executive Orders and Acknowledgement of Federal Funding (DHS Standard Terms and Conditions)**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Council will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

l. **No Obligation by Federal Government (2 CFR § 200.318(k))**

The federal government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

m. **Affirmative Socioeconomic Steps (2 CFR § 200.321)**

"If subcontracts are to be let, the Council is required to take all necessary steps identified in 2 C.F.R. § 200.321(b)(1)-(5) to ensure that small and minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 an 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, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," 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 subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) 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.

The Contractor, **Land of Sky Regional Council**, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

/s/

_____

Signature of Contractor's Authorized Official

Nathan Ramsey, Executive Director

Name and Title of Land of Sky Regional Council's Authorized Official

11/13/2024

Date

Exhibit A: Scope of Work
FEMA Public Assistance Grant Administration

The following scope of work describes the activities that Council staff will perform for the Jurisdiction on an actual cost basis.

Tasks:
The Council will provide experienced personnel and resources to complete the following activities:

a. Applicant's Briefing and Kick-Off Meeting. Attend meetings with the state/federal agencies including applicant briefings, kick-off meetings, and project specific discussions;
b. Technical Assistance. Provide general financial management advice and assistance including but not limited to:

- Develop and support ongoing activity of a disaster recovery team to manage the FEMA Public Assistance process;
- Provide advice to the disaster recovery team as appropriate and participate in meetings;
- Provide advice as to the eligibility of facilities, works, and costs, and develop justifications for presentation to the State of North Carolina and FEMA with regard to any issues which may arise
- Briefing purchasing, contracting, and departmental personnel on requisition/purchasing procedures and documentation

c. Correspondence. Prepare correspondence to the State of North Carolina, FEMA, etc., on behalf of the Town as necessary; prepare a program management plan; prepare periodic reports to the Town as to the status of grant management progress and participate in all status meetings;
d. Inspection/Damage Assessment. Work with the Town's staff and selected engineers to review inspected disaster related damage to eligible facilities, identify eligible emergency and permanent work (Category A-G), and review records or emergency expenses incurred by the Town;
e. Document. Ensure all eligible damages have been quantified and presented to federal inspectors/project officers;
f. Financial Tracking. Categorize, record, track, and file costs on approved forms in support of the financial reimbursement process. Communicate with Town departments on a weekly basis and maintain an up-to-date database of eligible labor, equipment, and materials costs as reported on Event Activity Tracking Forms to prepare weekly reports to Town management;
g. Financial Management. Assistance in requesting Immediate Needs Funding or Grants Based on Estimates; development and tracking of plans for cash flow management and disbursements by State/FEMA; insurance evaluation, documentation, adjusting, and settlement services; tracking project progress, expenditures, reimbursement requests, and receipts;
h. Project Worksheet. Review and verify Project Worksheets for Categories A-G prepared by FEMA for damage repair/reconstruction work to keep in compliance with FEMA requirements;
i. Documentation. Support departments with organizing reimbursable expenses; review, maintain, and ensure accuracy of documentation prepared by Town departments;
j. Reporting. Compile and summarize in FEMA approved formal Category A through G costs for presentation to FEMA and the State and inclusion in project worksheets;

k. Provide assistance to departments having difficulty with their claims.
l. Ensure the Town meets all deadlines imposed by FEMA and/or the State of North Carolina for documentation, appeals, completion of work, etc.
m. Appeal. If the Town disagrees with any FEMA determinations, make all reasonable efforts to resolve any such dispute and/or strategize and write appeals; provide testimony and documentary evidence in support of any legal action required as the result of any appeal submitted by the Town;
n. Closeout. Preparation of closeout packages including final funding reconciliation, copies of required compliance monitoring, and other documents, change orders, project filings, compliance monitoring, and other documents required or useful for grant closeout review; prepare all documentation for, and represent the Town in, all project closeout activities; participate in exit conferences with the Town, State, and FEMA;
o. Audit. Upon completion of all projects and drawn down reimbursement for all eligible costs, finalize preparations for State and FEMA final inspections and audits.
p. FEMA 404 and 406 Hazard Mitigation Services in conjunction with FEMA PA. Assist in identifying, developing, and evaluating opportunities for hazard mitigation projects (Section 404 and 406); develop hazard mitigation proposals, cost benefit analysis.

Cost: Not to exceed **$15,000**. Staff time will be invoiced at a rate of $99.47 per hour (estimated 62 hours) for the project manager and $61.95 (estimated 135 hours) for project staff. Travel will be invoiced at the IRS mileage rate.

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

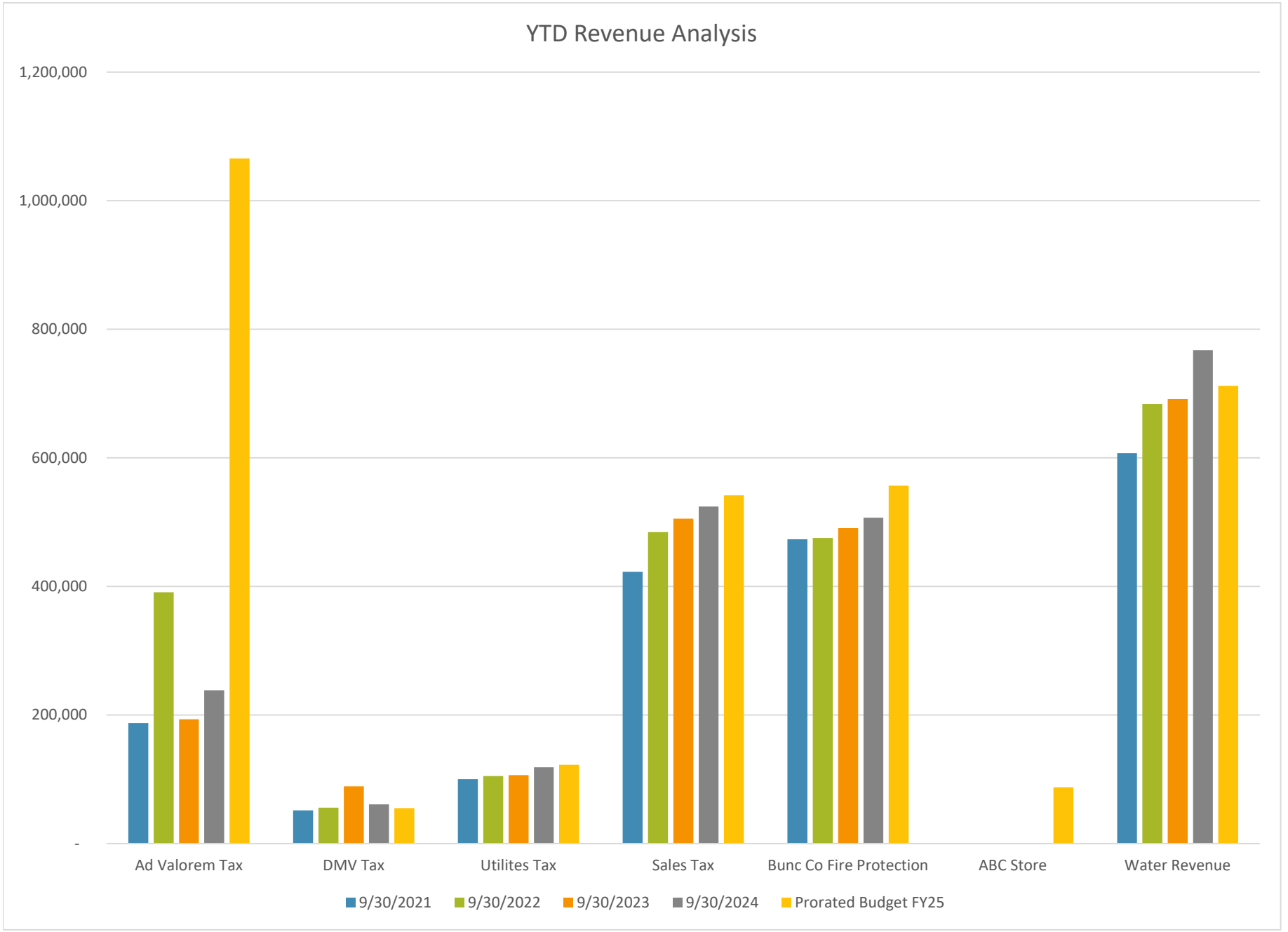
Date of Meeting:	November 18, 2024
Subject:	Departmental Quarterly Report: Finance
Presenter:	Town Finance Director
Attachments:	Quarterly Report – 1st Quarter FY 2025

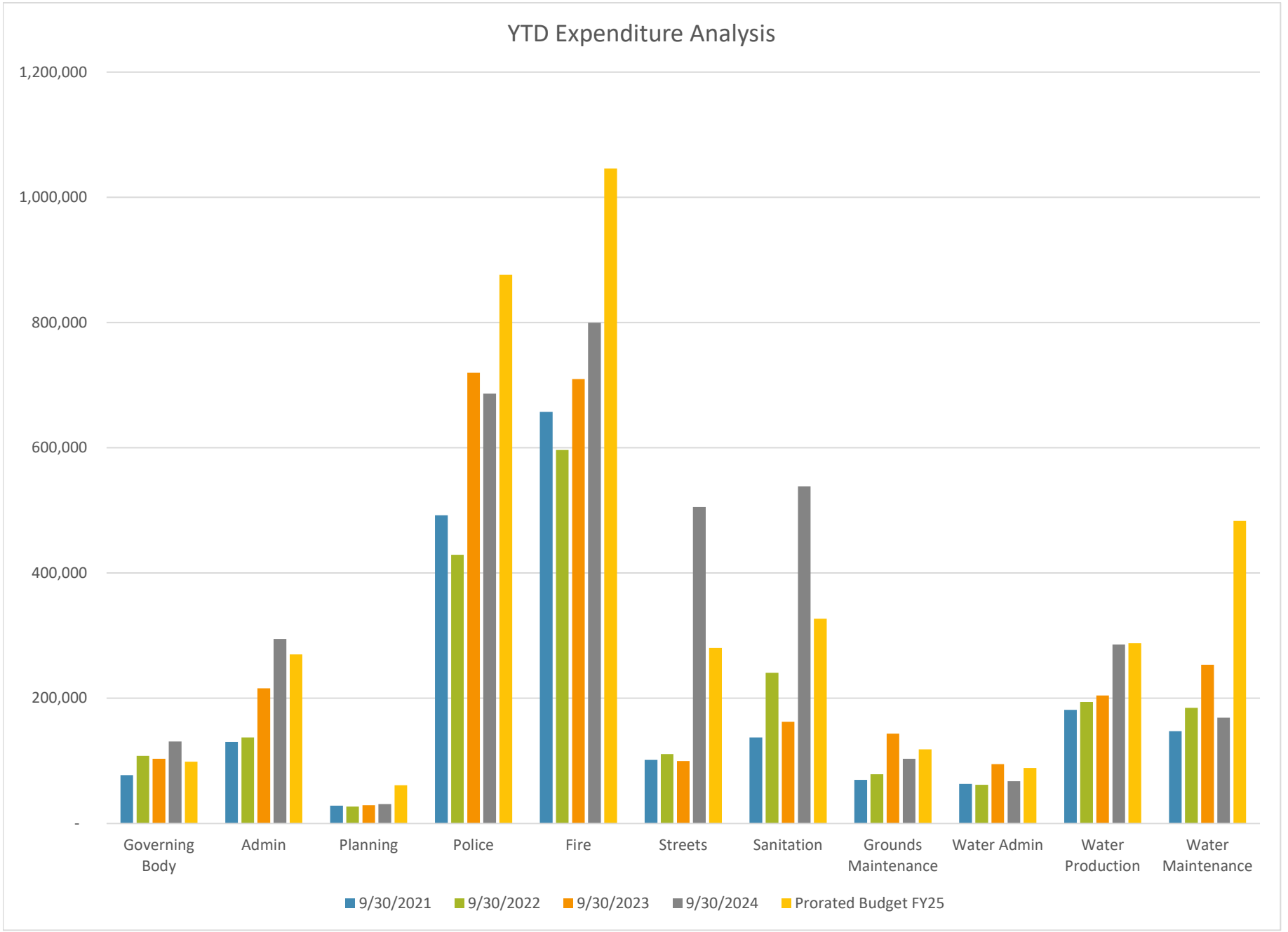
Description:

Attached please find the Finance Department's quarterly report, with charts summarizing revenues and expenditures as of 9/30/2024, as well as updated summaries of the Recreation Complex Project, the Water Treatment Plant Expansion Project, and the Water System Resiliency Project.

Council Action Requested:

No action requested.


YTD Revenue Analysis
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
Ad Valorem Tax
DMV Tax
Utilites Tax
Sales Tax
Bunc Co Fire Protection
ABC Store
Water Revenue
9/30/2021
9/30/2022
9/30/2023
9/30/2024
Prorated Budget FY25


YTD Expenditure Analysis
1,200,000
1,000,000
800,000
600,000
400,000
200,000
-
Governing Body
Admin
Planning
Police
Fire
Streets
Sanitation
Grounds Maintenance
Water Admin
Water Production
Water Maintenance
9/30/2021
9/30/2022
9/30/2023
9/30/2024
Prorated Budget FY25

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT
FY 2024-2025
07/01/2024 TO 09/30/2024

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
REVENUE:					
010-004-300-04010	PRIOR YEAR TAX REVE	2,019.34	2,019.34	3,000.00	33
010-004-300-04020	AD VALOREM TAX REV	238,473.18	238,473.18	4,262,256.00	94
010-004-300-04025	DMV TAX REVENUE	61,077.02	61,077.02	221,402.00	72
010-004-300-04030	TAX PENALTIES & INTE	461.28	461.28	8,000.00	94
010-004-300-05010	UTILITIES TAX	118,886.11	118,886.11	490,661.00	76
010-004-300-05040	BEER & WINE TAX	0.00	0.00	19,000.00	100
010-004-300-05050	POWELL BILL DISTRIBU	81,933.13	81,933.13	148,440.00	45
010-004-300-05060	LOCAL GOVT SALES TA	524,234.98	524,234.98	2,167,560.00	76
010-004-300-06040	ABC STORE DISTRIBUTI	0.00	0.00	350,000.00	100
010-004-300-09015	CELL TOWER REVENUE	5,562.84	5,562.84	22,300.00	75
010-004-300-09020	MISCELLANEOUS REVE	6,510.66	6,510.66	8,000.00	19
010-004-300-09022	CONTRIBUTIONS COMM	192.04	192.04	0.00	0
010-004-300-09030	INTEREST EARNED	134,608.30	134,608.30	287,647.00	53
010-004-300-09031	INTEREST EARNED POW	7,397.98	7,397.98	34,710.00	79
010-004-300-09040	PLANNING & ZONING FI	3,835.00	3,835.00	18,000.00	79
010-004-300-09041	FACILITY USE RENTAL	17,507.56	17,507.56	75,770.00	77
010-004-300-09044	PARKING ENFORCEMEN	780.00	780.00	3,400.00	77
010-004-300-09050	SALE OF PROPERTY	1,265.00	1,265.00	10,000.00	87
010-004-310-09900	APPROPRIATED FUND B	0.00	0.00	2,966,607.86	100
030-004-300-08010	WATER REVENUE	767,504.58	767,504.58	2,847,745.00	73
030-004-300-08020	MISCELLANEOUS REVE	25,121.25	25,121.25	20,000.00	-26
030-004-300-08030	WATER TAPS	3,000.00	3,000.00	22,680.00	87
030-004-300-08040	SYSTEM DEVELOPMENT	8,250.00	8,250.00	150,600.00	95
030-004-300-08060	FEES FOR MSD COLLEC	20,556.17	20,556.17	82,426.00	75
030-004-300-09030	INTEREST EARNED	0.00	0.00	130,153.00	100
030-004-310-09900	APPROPRIATED FUND B	0.00	0.00	492,179.17	100
040-004-300-09045	FIRE INSPECTION FEEES	300.00	300.00	500.00	40
040-004-310-09901	APPROPRIATED FUND B	0.00	0.00	127,684.00	100
040-004-610-09900	BUNC CO FIRE PROTECT	506,905.69	506,905.69	2,227,144.00	77
TOTAL REVENUE		2,536,382.11	2,536,382.11	17,197,865.03	85
OTHER FINANCING SOURCE:					
040-000-300-60010	TRANSFER FROM GENE	0.00	0.00	1,882,385.00	100
040-000-300-60011	TRANSFER FROM GEN C	0.00	0.00	525,000.00	100
TOTAL OTHER FINANCING SOURCE		0.00	0.00	2,407,385.00	100
AFTER TRANSFERS		2,536,382.11	2,536,382.11	19,605,250.03	
320 TRANSFERS					
OTHER FINANCING USE:					
010-004-320-60500	TRANSFER TO NBFD SPI	0.00	0.00	1,882,385.00	100
011-004-320-60500	TRANSFER TO NBFD SPI	0.00	0.00	525,000.00	100
031-004-320-60061	TRANSFER TO CAP PRO.	0.00	0.00	384,154.00	100
TOTAL OTHER FINANCING USE		0.00	0.00	2,791,539.00	100

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
AFTER TRANSFERS		0.00	0.00	-2,791,539.00	
411 GOVERNING BODY					
EXPENDITURE:					
010-410-411-12100	SALARIES & WAGES	9,150.00	9,150.00	36,600.00	75
010-410-411-12110	SALARIES & WAGES - LI	27,692.31	27,692.31	99,029.00	72
010-410-411-18100	FICA	2,823.96	2,823.96	10,376.00	73
010-410-411-18200	RETIREMENT	3,791.07	3,791.07	13,557.00	72
010-410-411-18210	401-K MATCH	1,661.53	1,661.53	5,941.00	72
010-410-411-18300	HEALTH INSURANCE	2,455.57	2,455.57	9,540.00	74
010-410-411-19000	PROFESSIONAL SERVIC	36,104.02	36,104.02	74,900.00	52
010-410-411-19500	CONTRACT LABOR	3,925.00	3,925.00	10,000.00	61
010-410-411-26000	SUPPLIES / MATERIALS	0.00	0.00	500.00	100
010-410-411-31000	TRAVEL & TRAINING	0.00	0.00	2,000.00	100
010-410-411-32100	TELEPHONE/INTERNET	0.00	0.00	3,756.00	100
010-410-411-35100	BUILDING REPAIR / MAI	1,582.95	1,582.95	30,000.00	95
010-410-411-39100	ADVERTISING	354.77	354.77	4,500.00	92
010-410-411-39200	NEWS LETTERS	0.00	0.00	1,000.00	100
010-410-411-39300	PRINTING	400.00	400.00	600.00	33
010-410-411-39500	DUES & SUBSCRIPTIONS	0.00	0.00	500.00	100
010-410-411-39510	COMMUNITY PROMOTI(	36,187.42	36,187.42	74,000.00	51
010-410-411-39530	PUBLIC WI-FI	4,500.00	4,500.00	18,000.00	75
010-410-411-40450	INSURANCE	259.20	259.20	728.00	64
TOTAL EXPENDITURE		130,887.80	130,887.80	395,527.00	67
BEFORE TRANSFERS		-130,887.80	-130,887.80	-395,527.00	
AFTER TRANSFERS		-130,887.80	-130,887.80	-395,527.00	
412 ADMINISTRATION					
EXPENDITURE:					
010-410-412-12100	SALARIES & WAGES	173,255.02	173,255.02	453,341.00	62
010-410-412-18100	FICA	12,605.48	12,605.48	34,681.00	64
010-410-412-18200	RETIREMENT	23,718.60	23,718.60	62,062.00	62
010-410-412-18210	401-K MATCH	4,951.69	4,951.69	27,200.00	82
010-410-412-18300	HEALTH INSURANCE	14,398.42	14,398.42	72,309.00	80
010-410-412-18400	RETIREE HEALTH INSUI	1,795.29	1,795.29	11,796.00	85
010-410-412-19000	PROFESSIONAL SERVIC	9,081.66	9,081.66	124,600.00	93
010-410-412-19600	TAX COLLECTION FEES	4,819.08	4,819.08	85,245.00	94
010-410-412-25000	VEHICLE SUPPLIES	23.38	23.38	1,100.00	98
010-410-412-26000	SUPPLIES / MATERIALS	2,409.83	2,409.83	24,000.00	90
010-410-412-31000	TRAVEL & TRAINING	266.86	266.86	13,000.00	98
010-410-412-32100	TELEPHONE / INTERNET	4,677.31	4,677.31	18,417.00	75
010-410-412-32500	POSTAGE	400.00	400.00	3,000.00	87
010-410-412-33100	UTILITIES	1,005.68	1,005.68	6,380.00	84
010-410-412-35100	BUILDING REPAIR / MAI	1,500.00	1,500.00	35,000.00	96

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
010-410-412-35200	EQUIPMENT MAINTENA	974.69	974.69	5,000.00	81
010-410-412-35300	VEHICLE MAINTENANC	0.00	0.00	500.00	100
010-410-412-39100	ADVERTISING	0.00	0.00	500.00	100
010-410-412-39500	DUES & SUBSCRIPTIONS	1,283.49	1,283.49	4,600.00	72
010-410-412-39600	BANK SERVICE CHARGI	3,132.95	3,132.95	12,000.00	74
010-410-412-39800	ESC REIMBURSEMENT	0.00	0.00	8,000.00	100
010-410-412-40450	INSURANCE	6,115.80	6,115.80	10,429.00	41
010-410-412-50100	SMALL EQUIPMENT	28,218.20	28,218.20	67,500.00	58
TOTAL EXPENDITURE		294,633.43	294,633.43	1,080,660.00	73
BEFORE TRANSFERS		-294,633.43	-294,633.43	-1,080,660.00	
AFTER TRANSFERS		-294,633.43	-294,633.43	-1,080,660.00	
413 PLANNING					
EXPENDITURE:					
010-410-413-12100	SALARIES & WAGES	20,509.05	20,509.05	152,934.00	87
010-410-413-18100	FICA	1,566.31	1,566.31	11,700.00	87
010-410-413-18200	RETIREMENT	2,807.68	2,807.68	20,937.00	87
010-410-413-18210	401-K MATCH	1,230.55	1,230.55	9,176.00	87
010-410-413-18300	HEALTH INSURANCE	2,453.03	2,453.03	22,438.00	89
010-410-413-19000	PROFESSIONAL SERVIC	1,463.32	1,463.32	10,000.00	85
010-410-413-25000	VEHICLE SUPPLIES	0.00	0.00	1,000.00	100
010-410-413-26000	SUPPLIES / MATERIALS	16.50	16.50	1,500.00	99
010-410-413-31000	TRAVEL & TRAINING	0.00	0.00	5,000.00	100
010-410-413-32100	TELEPHONE / INTERNET	483.59	483.59	2,583.00	81
010-410-413-32500	POSTAGE	0.00	0.00	1,000.00	100
010-410-413-35300	VEHICLE MAINTENANC	0.00	0.00	1,000.00	100
010-410-413-39100	ADVERTISING	0.00	0.00	1,500.00	100
010-410-413-40450	INSURANCE	566.28	566.28	662.00	14
010-410-413-50100	SMALL EQUIPMENT	0.00	0.00	3,000.00	100
TOTAL EXPENDITURE		31,096.31	31,096.31	244,430.00	87
BEFORE TRANSFERS		-31,096.31	-31,096.31	-244,430.00	
AFTER TRANSFERS		-31,096.31	-31,096.31	-244,430.00	
431 POLICE					
EXPENDITURE:					
010-430-431-12100	SALARIES & WAGES	339,533.64	339,533.64	1,759,583.65	81
010-430-431-12500	SEPARATION ALLOWAN	13,626.60	13,626.60	59,566.00	77
010-430-431-18100	FICA	25,730.21	25,730.21	135,741.00	81
010-430-431-18200	RETIREMENT	49,930.90	49,930.90	257,909.00	81
010-430-431-18210	401-K MATCH	18,438.45	18,438.45	102,889.00	82
010-430-431-18300	HEALTH INSURANCE	53,880.28	53,880.28	236,519.00	77
010-430-431-18400	RETIREE HEALTH INSUI	5,999.25	5,999.25	34,106.00	82
010-430-431-19000	PROFESSIONAL SERVIC	4,243.98	4,243.98	174,669.00	98

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
010-430-431-25000	VEHICLE SUPPLIES	5,077.81	5,077.81	69,690.00	93
010-430-431-26000	SUPPLIES / MATERIALS	2,746.23	2,746.23	14,000.00	80
010-430-431-26400	ALCOHOL EDUCATION	3,338.32	3,338.32	25,322.58	87
010-430-431-26450	ABC LAW ENFORCEMEI	139.95	139.95	7,939.95	98
010-430-431-26608	COPS FOR KIDS	0.00	0.00	793.13	100
010-430-431-26900	UNIFORMS	5,955.37	5,955.37	14,500.00	59
010-430-431-31000	TRAVEL & TRAINING	3,918.91	3,918.91	15,000.00	74
010-430-431-32100	TELEPHONE / INTERNET	5,393.58	5,393.58	30,784.00	82
010-430-431-32500	POSTAGE	100.95	100.95	250.00	60
010-430-431-33100	UTILITIES	985.66	985.66	7,135.00	86
010-430-431-35100	BUILDING REPAIR / MAI	59.55	59.55	40,757.00	100
010-430-431-35200	EQUIPMENT MAINTENA	795.30	795.30	17,500.00	95
010-430-431-35300	VEHICLE MAINTENANC	7,064.59	7,064.59	25,000.00	72
010-430-431-40450	INSURANCE	65,607.19	65,607.19	74,065.00	11
010-430-431-50100	SMALL EQUIPMENT	7,101.57	7,101.57	108,233.00	93
010-430-431-50300	CAPITAL IMPROVEMEN	63,174.25	63,174.25	169,616.00	63
010-430-431-50500	CAPITAL EQUIPMENT	3,626.92	3,626.92	124,000.00	97
TOTAL EXPENDITURE		686,469.46	686,469.46	3,505,568.31	80
BEFORE TRANSFERS		-686,469.46	-686,469.46	-3,505,568.31	
AFTER TRANSFERS		-686,469.46	-686,469.46	-3,505,568.31	

434 FIRE

EXPENDITURE:

040-430-434-12100	SALARIES & WAGES	424,424.38	424,424.38	2,105,633.00	80
040-430-434-12800	RELIEF PAY	9,888.00	9,888.00	67,778.00	85
040-430-434-18100	FICA	31,695.56	31,695.56	166,266.00	81
040-430-434-18200	RETIREMENT	58,103.64	58,103.64	288,260.00	80
040-430-434-18210	401-K MATCH	19,997.29	19,997.29	108,638.00	82
040-430-434-18300	HEALTH INSURANCE	72,106.78	72,106.78	346,928.00	79
040-430-434-18400	RETIREE HEALTH INSUI	1,512.82	1,512.82	10,514.00	86
040-430-434-19000	PROFESSIONAL SERVIC	2,461.26	2,461.26	27,270.00	91
040-430-434-19900	CONTRACT WORK	0.00	0.00	45,000.00	100
040-430-434-25000	VEHICLE SUPPLIES	4,745.81	4,745.81	38,010.00	88
040-430-434-26000	SUPPLIES / MATERIALS	5,334.51	5,334.51	12,000.00	56
040-430-434-26100	MEDICAL VACINATIONS	520.00	520.00	14,260.00	96
040-430-434-26150	PREVENTION SUPPLIES	1,182.47	1,182.47	6,000.00	80
040-430-434-26260	MEDICAL EQUIP & SUPI	2,083.70	2,083.70	13,500.00	85
040-430-434-26900	UNIFORMS	3,100.84	3,100.84	12,000.00	74
040-430-434-31000	TRAVEL & TRAINING	4,791.79	4,791.79	30,000.00	84
040-430-434-32100	TELEPHONE / INTERNET	5,610.35	5,610.35	29,427.00	81
040-430-434-33100	UTILITIES	3,640.41	3,640.41	15,800.00	77
040-430-434-35100	BUILDING REPAIR / MAI	7,178.13	7,178.13	51,880.00	86
040-430-434-35200	EQUIPMENT MAINTENA	1,077.22	1,077.22	20,000.00	95
040-430-434-35300	VEHICLE MAINTENANC	4,667.16	4,667.16	65,000.00	93
040-430-434-39500	DUES & SUBSCRIPTIONS	4,135.59	4,135.59	18,800.00	78

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
040-430-434-40450	INSURANCE	99,706.39	99,706.39	109,164.00	9
040-430-434-50100	SMALL EQUIPMENT	3,705.83	3,705.83	133,500.00	97
040-430-434-50300	CAPITAL IMPROVEMEN	28,218.00	28,218.00	70,544.00	60
040-430-434-50500	CAPITAL EQUIPMENT	0.00	0.00	378,000.00	100
TOTAL EXPENDITURE		799,887.93	799,887.93	4,184,172.00	81
BEFORE TRANSFERS		-799,887.93	-799,887.93	-4,184,172.00	
AFTER TRANSFERS		-799,887.93	-799,887.93	-4,184,172.00	

451 STREETS

EXPENDITURE:

010-450-451-12100	SALARIES & WAGES	48,367.74	48,367.74	225,900.00	79
010-450-451-18100	FICA	3,485.53	3,485.53	17,280.00	80
010-450-451-18200	RETIREMENT	6,621.54	6,621.54	30,926.00	79
010-450-451-18210	401-K MATCH	2,616.60	2,616.60	13,554.00	81
010-450-451-18300	HEALTH INSURANCE	9,072.93	9,072.93	36,925.00	75
010-450-451-19000	PROFESSIONAL SERVIC	299.12	299.12	7,500.00	96
010-450-451-19500	CONTRACT LABOR	0.00	0.00	24,480.00	100
010-450-451-19900	CONTRACT WORK	5,028.88	5,028.88	35,000.00	86
010-450-451-25000	VEHICLE SUPPLIES	1,999.88	1,999.88	11,500.00	83
010-450-451-26000	SUPPLIES / MATERIALS	1,660.61	1,660.61	40,000.00	96
010-450-451-26500	SAFETY MATERIALS	744.84	744.84	4,000.00	81
010-450-451-26900	UNIFORMS	0.00	0.00	4,000.00	100
010-450-451-31000	TRAVEL & TRAINING	0.00	0.00	5,000.00	100
010-450-451-32100	TELEPHONE / INTERNET	767.97	767.97	4,059.00	81
010-450-451-33100	UTILITIES	15,243.36	15,243.36	61,600.00	75
010-450-451-35100	BUILDING REPAIR / MAI	0.00	0.00	3,000.00	100
010-450-451-35200	EQUIPMENT MAINTENA	0.00	0.00	7,800.00	100
010-450-451-35300	VEHICLE MAINTENANC	52.00	52.00	7,000.00	99
010-450-451-39500	DUES & SUBSCRIPTIONS	0.00	0.00	1,000.00	100
010-450-451-40450	INSURANCE	12,336.90	12,336.90	13,836.00	11
010-450-451-50100	SMALL EQUIPMENT	0.00	0.00	3,000.00	100
010-450-451-50300	CAPITAL IMPROVEMEN	397,234.57	397,234.57	564,667.55	30
TOTAL EXPENDITURE		505,532.47	505,532.47	1,122,027.55	55
BEFORE TRANSFERS		-505,532.47	-505,532.47	-1,122,027.55	
AFTER TRANSFERS		-505,532.47	-505,532.47	-1,122,027.55	

459 POWELL BILL

EXPENDITURE:

010-450-459-12100	SALARIES & WAGES	2,359.20	2,359.20	12,686.00	81
010-450-459-18100	FICA	167.85	167.85	970.00	83
010-450-459-18200	RETIREMENT	322.98	322.98	1,737.00	81
010-450-459-18210	401-K MATCH	84.45	84.45	761.00	89
010-450-459-18300	HEALTH INSURANCE	397.85	397.85	1,600.00	75

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
010-450-459-50300	CAPITAL IMPROVEMEN	0.00	0.00	540,630.00	100
TOTAL EXPENDITURE		3,332.33	3,332.33	558,384.00	99
BEFORE TRANSFERS		-3,332.33	-3,332.33	-558,384.00	
AFTER TRANSFERS		-3,332.33	-3,332.33	-558,384.00	
471 SANITATION					
EXPENDITURE:					
010-470-471-12100	SALARIES & WAGES	67,234.69	67,234.69	308,288.00	78
010-470-471-18100	FICA	4,991.79	4,991.79	22,341.00	78
010-470-471-18200	RETIREMENT	8,151.49	8,151.49	39,980.00	80
010-470-471-18210	401-K MATCH	2,973.08	2,973.08	17,522.00	83
010-470-471-18300	HEALTH INSURANCE	14,104.37	14,104.37	59,271.00	76
010-470-471-19000	PROFESSIONAL SERVIC	243.90	243.90	2,000.00	88
010-470-471-19500	CONTRACT LABOR	0.00	0.00	16,320.00	100
010-470-471-25000	VEHICLE SUPPLIES	5,894.29	5,894.29	30,000.00	80
010-470-471-26000	SUPPLIES / MATERIALS	549.66	549.66	11,000.00	95
010-470-471-26500	SAFETY MATERIALS	1,036.73	1,036.73	7,000.00	85
010-470-471-26900	UNIFORMS	0.00	0.00	8,500.00	100
010-470-471-31000	TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-470-471-32100	TELEPHONE / INTERNET	469.14	469.14	2,325.00	80
010-470-471-33100	UTILITIES	426.40	426.40	4,000.00	89
010-470-471-35100	BUILDING REPAIR / MAI	0.00	0.00	3,000.00	100
010-470-471-35200	EQUIPMENT MAINTENA	1,203.62	1,203.62	15,000.00	92
010-470-471-35300	VEHICLE MAINTENANC	2,584.36	2,584.36	29,000.00	91
010-470-471-40100	TIPPING FEES	13,101.79	13,101.79	76,000.00	83
010-470-471-40450	INSURANCE	39,619.27	39,619.27	46,246.00	14
010-470-471-50100	SMALL EQUIPMENT	0.00	0.00	7,500.00	100
010-470-471-50500	CAPITAL EQUIPMENT	375,914.47	375,914.47	601,884.00	38
TOTAL EXPENDITURE		538,499.05	538,499.05	1,308,677.00	59
BEFORE TRANSFERS		-538,499.05	-538,499.05	-1,308,677.00	
AFTER TRANSFERS		-538,499.05	-538,499.05	-1,308,677.00	
473 STORMWATER MANAGEMENT					
EXPENDITURE:					
010-470-473-12100	SALARIES & WAGES	12,187.26	12,187.26	57,622.00	79
010-470-473-18100	FICA	892.33	892.33	4,408.00	80
010-470-473-18200	RETIREMENT	1,668.45	1,668.45	7,888.00	79
010-470-473-18210	401-K MATCH	617.06	617.06	3,457.00	82
010-470-473-18300	HEALTH INSURANCE	2,160.88	2,160.88	6,560.00	67
010-470-473-19000	PROFESSIONAL SERVIC	0.00	0.00	13,000.00	100
010-470-473-19500	CONTRACT LABOR	0.00	0.00	24,480.00	100
010-470-473-26000	SUPPLIES / MATERIALS	546.10	546.10	3,000.00	82
010-470-473-31000	TRAVEL / TRAINING	0.00	0.00	2,000.00	100

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
010-470-473-35200	EQUIPMENT MAINTENA	0.00	0.00	1,000.00	100
010-470-473-39500	DUES AND SUBSCRIPTI(	0.00	0.00	1,500.00	100
010-470-473-40450	INSURANCE	1,773.38	1,773.38	2,000.00	11
010-470-473-50300	CAPITAL IMPROVEMEN	0.00	0.00	136,000.00	100
TOTAL EXPENDITURE		19,845.46	19,845.46	262,915.00	92
BEFORE TRANSFERS		-19,845.46	-19,845.46	-262,915.00	
AFTER TRANSFERS		-19,845.46	-19,845.46	-262,915.00	
612 GROUNDS MAINTENANCE					
EXPENDITURE:					
010-600-612-12100	SALARIES & WAGES	45,073.99	45,073.99	175,523.00	74
010-600-612-18100	FICA	3,178.02	3,178.02	13,427.00	76
010-600-612-18200	RETIREMENT	5,163.21	5,163.21	24,029.00	79
010-600-612-18210	401-K MATCH	1,837.75	1,837.75	10,531.00	83
010-600-612-18300	HEALTH INSURANCE	9,157.28	9,157.28	38,407.00	76
010-600-612-19000	PROFESSIONAL SERVIC	893.27	893.27	3,000.00	70
010-600-612-19500	CONTRACT LABOR	0.00	0.00	24,480.00	100
010-600-612-19900	CONTRACT WORK	187.98	187.98	15,000.00	99
010-600-612-25000	VEHICLE SUPPLIES	684.39	684.39	7,500.00	91
010-600-612-26000	SUPPLIES / MATERIALS	3,373.32	3,373.32	32,000.00	89
010-600-612-26500	SAFETY MATERIALS	164.95	164.95	2,500.00	93
010-600-612-26900	UNIFORMS	0.00	0.00	3,500.00	100
010-600-612-31000	TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-600-612-32100	TELEPHONE / INTERNET	383.99	383.99	1,782.00	78
010-600-612-33100	UTILITIES	3,440.48	3,440.48	18,500.00	81
010-600-612-35100	BUILDING REPAIR / MAI	26.12	26.12	1,500.00	98
010-600-612-35200	EQUIPMENT MAINTENA	1,250.28	1,250.28	5,000.00	75
010-600-612-35300	VEHICLE MAINTENANC	0.00	0.00	1,100.00	100
010-600-612-40450	INSURANCE	7,450.96	7,450.96	8,732.00	15
010-600-612-50100	SMALL EQUIPMENT	215.98	215.98	1,500.00	86
010-600-612-50300	CAPITAL IMPROVEMEN	20,865.02	20,865.02	85,000.00	75
TOTAL EXPENDITURE		103,346.99	103,346.99	474,511.00	78
BEFORE TRANSFERS		-103,346.99	-103,346.99	-474,511.00	
AFTER TRANSFERS		-103,346.99	-103,346.99	-474,511.00	
614 COMMUNITY CENTER					
EXPENDITURE:					
010-600-614-12100	SALARIES & WAGES	20,118.51	20,118.51	111,421.00	82
010-600-614-18100	FICA	1,480.51	1,480.51	7,047.00	79
010-600-614-18200	RETIREMENT	2,754.20	2,754.20	12,611.00	78
010-600-614-18210	401-K MATCH	330.77	330.77	5,527.00	94
010-600-614-18300	HEALTH INSURANCE	4,779.56	4,779.56	15,014.00	68
010-600-614-19000	PROFESSIONAL SERVIC	11,019.96	11,019.96	12,980.00	15

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
010-600-614-26000	SUPPLIES / MATERIALS	1,938.54	1,938.54	13,880.00	86
010-600-614-32100	TELEPHONE / INTERNET	2,825.90	2,825.90	16,141.00	82
010-600-614-33100	UTILITIES	1,630.35	1,630.35	11,858.00	86
010-600-614-35100	BUILDING REPAIR / MAI	0.00	0.00	16,600.00	100
010-600-614-35200	EQUIPMENT MAINTENA	0.00	0.00	2,000.00	100
010-600-614-39510	COMMUNITY PROGRAM	4,200.00	4,200.00	18,500.00	77
010-600-614-40450	INSURANCE	4,424.68	4,424.68	5,590.00	21
010-600-614-50100	SMALL EQUIPMENT	0.00	0.00	2,500.00	100
TOTAL EXPENDITURE		55,502.98	55,502.98	251,669.00	78
BEFORE TRANSFERS		-55,502.98	-55,502.98	-251,669.00	
AFTER TRANSFERS		-55,502.98	-55,502.98	-251,669.00	

711 WATER ADMINISTRATION

EXPENDITURE:

030-700-711-12100	SALARIES & WAGES	32,280.82	32,280.82	175,581.00	82
030-700-711-18100	FICA	2,373.69	2,373.69	12,189.00	81
030-700-711-18200	RETIREMENT	4,419.28	4,419.28	21,813.00	80
030-700-711-18210	401-K MATCH	1,909.84	1,909.84	9,560.00	80
030-700-711-18300	HEALTH INSURANCE	5,929.27	5,929.27	31,594.00	81
030-700-711-19000	PROFESSIONAL SERVIC	1,829.37	1,829.37	45,000.00	96
030-700-711-25000	VEHICLE SUPPLIES	176.67	176.67	3,000.00	94
030-700-711-26000	SUPPLIES / MATERIALS	137.67	137.67	3,500.00	96
030-700-711-26500	SAFETY MATERIALS	108.95	108.95	1,200.00	91
030-700-711-26900	UNIFORMS	0.00	0.00	800.00	100
030-700-711-31000	TRAVEL & TRAINING	0.00	0.00	1,800.00	100
030-700-711-32100	TELEPHONE / INTERNET	1,351.19	1,351.19	6,138.00	78
030-700-711-32500	POSTAGE	2,860.33	2,860.33	14,000.00	80
030-700-711-35300	VEHICLE MAINTENANC	0.00	0.00	1,000.00	100
030-700-711-39500	DUES & SUBSCRIPTIONS	3,400.00	3,400.00	5,000.00	32
030-700-711-40450	INSURANCE	10,861.38	10,861.38	15,917.00	32
030-700-711-50100	SMALL EQUIPMENT	0.00	0.00	6,500.00	100
TOTAL EXPENDITURE		67,638.46	67,638.46	354,592.00	81
BEFORE TRANSFERS		-67,638.46	-67,638.46	-354,592.00	
AFTER TRANSFERS		-67,638.46	-67,638.46	-354,592.00	

712 WATER PRODUCTION

EXPENDITURE:

030-700-712-12100	SALARIES & WAGES	81,547.88	81,547.88	373,240.00	78
030-700-712-18100	FICA	6,016.53	6,016.53	28,553.00	79
030-700-712-18200	RETIREMENT	11,163.91	11,163.91	51,096.00	78
030-700-712-18210	401-K MATCH	3,467.60	3,467.60	22,394.00	85
030-700-712-18300	HEALTH INSURANCE	14,218.02	14,218.02	68,149.00	79
030-700-712-19000	PROFESSIONAL SERVIC	1,754.82	1,754.82	18,000.00	90

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
030-700-712-19600	WATER TESTING / MAIN	2,337.00	2,337.00	17,000.00	86
030-700-712-19900	CONTRACT WORK	640.20	640.20	9,000.00	93
030-700-712-20000	CHEMICALS	25,206.11	25,206.11	112,000.00	77
030-700-712-25000	VEHICLE SUPPLIES	535.18	535.18	5,000.00	89
030-700-712-26000	SUPPLIES / MATERIALS	1,465.49	1,465.49	10,000.00	85
030-700-712-26500	SAFETY MATERIALS	214.21	214.21	1,500.00	86
030-700-712-26900	UNIFORMS	0.00	0.00	3,000.00	100
030-700-712-27001	LAB SUPPLIES	4,753.14	4,753.14	25,000.00	81
030-700-712-31000	TRAVEL & TRAINING	1,209.00	1,209.00	4,000.00	70
030-700-712-32100	TELEPHONE / INTERNET	770.02	770.02	6,765.00	89
030-700-712-33100	UTILITIES	17,454.16	17,454.16	141,000.00	88
030-700-712-34000	SLUDGE REMOVAL	67,444.56	67,444.56	67,444.56	0
030-700-712-35100	BUILDING REPAIR / MAI	7,162.76	7,162.76	26,000.00	72
030-700-712-35200	EQUIPMENT MAINTENA	0.00	0.00	8,000.00	100
030-700-712-35300	VEHICLE MAINTENANC	190.75	190.75	4,000.00	95
030-700-712-40450	INSURANCE	13,559.20	13,559.20	17,551.00	23
030-700-712-40900	WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100	SMALL EQUIPMENT	2,200.00	2,200.00	5,000.00	56
030-700-712-50500	CAPITAL EQUIPMENT	22,680.46	22,680.46	122,245.44	81
TOTAL EXPENDITURE		285,991.00	285,991.00	1,151,938.00	75
BEFORE TRANSFERS		-285,991.00	-285,991.00	-1,151,938.00	
AFTER TRANSFERS		-285,991.00	-285,991.00	-1,151,938.00	

713 WATER MAINTENANCE

EXPENDITURE:

030-700-713-12100	SALARIES & WAGES	80,628.19	80,628.19	336,476.00	76
030-700-713-18100	FICA	5,876.16	5,876.16	25,740.00	77
030-700-713-18200	RETIREMENT	11,038.03	11,038.03	46,063.00	76
030-700-713-18210	401-K MATCH	2,900.28	2,900.28	20,189.00	86
030-700-713-18300	HEALTH INSURANCE	16,646.58	16,646.58	78,511.00	79
030-700-713-18400	RETIREE HEALTH INSUI	3,177.16	3,177.16	22,365.00	86
030-700-713-19000	PROFESSIONAL SERVIC	924.47	924.47	35,000.00	97
030-700-713-19500	CONTRACT LABOR	0.00	0.00	24,880.00	100
030-700-713-19900	CONTRACT WORK	6.00	6.00	20,000.00	100
030-700-713-25000	VEHICLE SUPPLIES	1,743.44	1,743.44	22,900.00	92
030-700-713-26000	SUPPLIES / MATERIALS	16,024.28	16,024.28	139,463.71	89
030-700-713-26500	SAFETY MATERIALS	1,030.70	1,030.70	4,500.00	77
030-700-713-26900	UNIFORMS	21.98	21.98	10,760.00	100
030-700-713-31000	TRAVEL & TRAINING	200.00	200.00	4,400.00	95
030-700-713-32100	TELEPHONE / INTERNET	1,044.57	1,044.57	7,380.00	86
030-700-713-33100	UTILITIES	3,770.73	3,770.73	31,000.00	88
030-700-713-35100	BUILDING REPAIR / MAI	247.14	247.14	10,000.00	98
030-700-713-35200	EQUIPMENT MAINTENA	810.00	810.00	15,000.00	95
030-700-713-35300	VEHICLE MAINTENANC	2,559.02	2,559.02	6,900.00	63
030-700-713-39410	EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100

		CURRENT PERIOD	YEAR-TO-DATE	BUDGETED	% BUDGET REM
030-700-713-39500	DUES & SUBSCRIPTIONS	0.00	0.00	1,800.00	100
030-700-713-40450	INSURANCE	10,861.38	10,861.38	16,142.00	33
030-700-713-50100	SMALL EQUIPMENT	0.00	0.00	8,500.00	100
030-700-713-50300	CAPITAL IMPROVEMEN	9,428.00	9,428.00	907,651.46	99
030-700-713-50500	CAPITAL EQUIPMENT	0.00	0.00	136,473.00	100
TOTAL EXPENDITURE		168,938.11	168,938.11	1,933,294.17	91
BEFORE TRANSFERS		-168,938.11	-168,938.11	-1,933,294.17	
AFTER TRANSFERS		-168,938.11	-168,938.11	-1,933,294.17	
910 DEBT SERVICE					
EXPENDITURE:					
030-910-910-60020	USDA LOAN PAYMENT-	0.00	0.00	93,640.00	100
030-910-910-60030	RESERVE FOR BOND PA	0.00	0.00	207,319.00	100
040-910-910-91061	LOAN PAYMENT - FIRE	53,540.84	53,540.84	53,541.00	0
TOTAL EXPENDITURE		53,540.84	53,540.84	354,500.00	85
BEFORE TRANSFERS		-53,540.84	-53,540.84	-354,500.00	
AFTER TRANSFERS		-53,540.84	-53,540.84	-354,500.00	
999 OTHER FUNDING USES					
EXPENDITURE:					
010-005-999-90000	CONTINGENCY	0.00	0.00	10,000.00	100
030-005-999-90000	CONTINGENCY	0.00	0.00	5,000.00	100
TOTAL EXPENDITURE		0.00	0.00	15,000.00	100
BEFORE TRANSFERS		0.00	0.00	-15,000.00	
AFTER TRANSFERS		0.00	0.00	-15,000.00	

TOWN OF WEAVERVILLE
CAPITAL PROJECT FUND
COMMUNITY CENTER PROJECT-RECREATION COMPLEX (PHASE 2) ESTABLISHED 1/27/2020

		BUDGETED	PAID IN FY 2022	PAID IN FY 2023	PAID IN FY 2024	9/30/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:									
070-300-000-19900	CONSTRUCTION COST	369,630.00			326,049.45	44,460.24	370,509.69	(879.69)	0%
070-300-000-19002	ARCHITECTURAL FEES	14,500.00		12,872.22	1,894.80		14,767.02	(267.02)	-2%
070-300-000-19008	ENGINEERING FEES						-	-	0%
070-300-000-19003	FIXTURES & EQUIPMENT	85,000.00	16,295.00		64,745.42	479.00	81,519.42	3,480.58	4%
070-300-000-19007	LANDSCAPING/SITE-WORK	11,000.00			10,955.67		10,955.67	44.33	0%
070-300-000-90000	CONTINGENCY	-					-	-	0%
TOTAL EXPENDITURE		480,130.00	16,295.00	12,872.22	403,645.34	44,939.24	477,751.80	2,378.20	0%
FINANCING SOURCE:									
070-000-300-60010	TRANSFER FROM GENERAL FUND	449,633.07		1,429.37	403,645.34	42,180.16	447,254.87	2,378.20	1%
	APPROPRIATED FUND BAL (FROM PHASE 1)	18,997.55	16,295.00	2,702.55			18,997.55	-	0%
070-000-300-60020	FUNDRAISING CONTRIBUTIONS	11,499.38		8,740.30		2,759.08	11,499.38	-	0%
TOTAL FINANCING SOURCE		480,130.00	16,295.00	12,872.22	403,645.34	44,939.24	477,751.80	2,378.20	0%

TOWN OF WEAVERVILLE
CAPITAL PROJECT FUND
WATER TREATMENT PLANT EXPANSION PROJECT ESTABLISHED 6/28/2021

		BUDGETED	PAID IN FY 2021	PAID IN FY 2022	PAID IN FY 2023	PAID IN FY 2024	9/30/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:										
061-300-000-19005	CONSTRUCTION ADMIN	-	-	-	-	-	-	-	-	0%
061-300-000-19007	LEGAL SERVICES	-	-	-	-	-	-	-	-	0%
061-300-000-19008	ENGINEERING FEES	1,068,740.00	23,850.00	316,029.98	9,375.00	242,463.75	-	591,718.73	477,021.27	45%
061-300-000-19009	INTEREST ON INTERIM	-	-	-	-	-	-	-	-	0%
061-300-000-19900	CONSTRUCTION COST	18,634,000.00	-	-	-	-	-	-	18,634,000.00	0%
061-300-000-90000	CONTINGENCY	497,035.00	-	-	-	-	-	-	497,035.00	0%
TOTAL EXPENDITURE		20,199,775.00	23,850.00	316,029.98	9,375.00	242,463.75	-	591,718.73	19,608,056.27	97%
FINANCING SOURCE:										
061-000-300-60031	TRANSFER FROM WATER CAPITAL RESERVE	724,038.00	23,850.00	316,029.98	9,375.00	-	-	349,254.98	374,783.02	52%
061-000-300-60030	TRANSFER FROM WATER FUND	917,342.00	-	-	-	242,463.75	-	242,463.75	674,878.25	74%
061-000-300-60030	TRANSFER FROM WATER FUND - ARP	1,283,395.00					-	-	1,283,395.00	
061-000-300-60034	LOAN FROM GENERAL FUND	1,500,000.00					-	-	1,500,000.00	
061-000-300-60035	PROCEEDS FROM GRANT FUNDING	15,775,000.00	-	-		-	-	-	15,775,000.00	0%
TOTAL FINANCING SOURCE		20,199,775.00	23,850.00	316,029.98	9,375.00	242,463.75	-	591,718.73	19,608,056.27	97%

TOWN OF WEAVERVILLE
CAPITAL PROJECT FUND
WATER SYSTEM RESILIENCY PROJECT ESTABLISHED 4/24/2023

		BUDGETED	PAID IN FY 2023	PAID IN FY 2024	9/30/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:								
063-300-000-19003	FIXTURES AND EQUIPMENT	1,196,400.00	-	20,417.98	54,679.31	20,417.98	1,175,982.02	98%
063-300-000-19005	CONSTRUCTION ADMIN	-	-	-	-	-	-	0%
063-300-000-19007	LEGAL SERVICES	-	-	-	-	-	-	0%
063-300-000-19008	ENGINEERING FEES	98,500.00	16,750.00	25,500.00	-	42,250.00	56,250.00	57%
063-300-000-19009	INTEREST ON INTERIM	-	-	-	-	-	-	0%
063-300-000-19900	CONSTRUCTION COST	403,600.00	-	-	-	-	403,600.00	0%
063-300-000-90000	CONTINGENCY	-	-	-	-	-	-	0%
TOTAL EXPENDITURE		1,698,500.00	16,750.00	45,917.98	54,679.31	62,667.98	1,635,832.02	96%
FINANCING SOURCE:								
063-000-300-60030	TRANSFER FROM WATER FUND	1,698,500.00	16,750.00	45,917.98	54,679.31	62,667.98	1,635,832.02	96%
TOTAL FINANCING SOURCE		1,698,500.00	16,750.00	45,917.98	54,679.31	62,667.98	1,635,832.02	96%

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, November 18, 2024

Subject: Quarterly Report from Weaverville Police Department for November 2024

Presenter: Police Chief Somer Oberlin

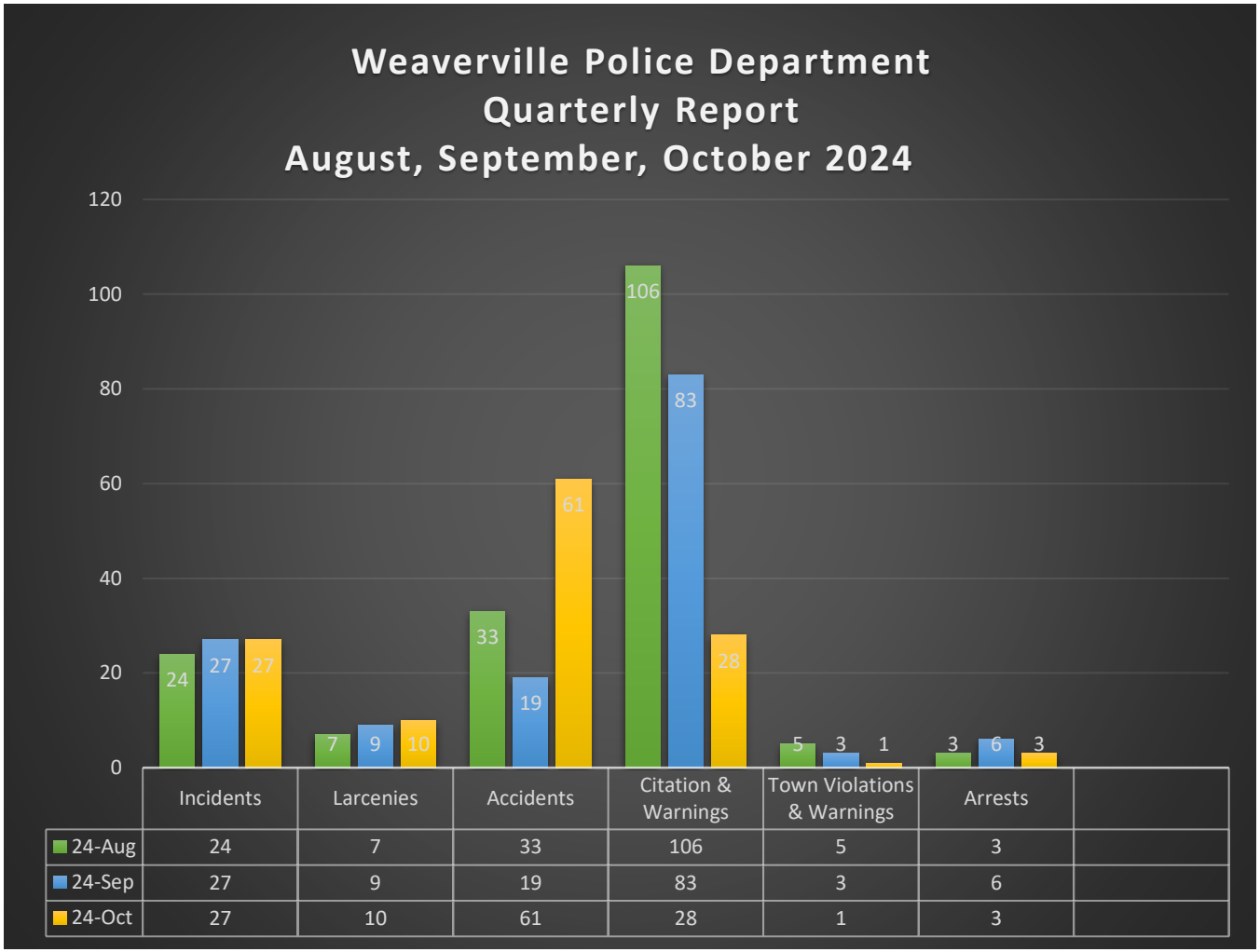
Attachments: Quarterly Report

Description:

Attached please find the Weaverville Police Department quarterly report for November 2024. Chief Oberlin will be present at the meeting to review this quarterly report.

Council Action Requested:

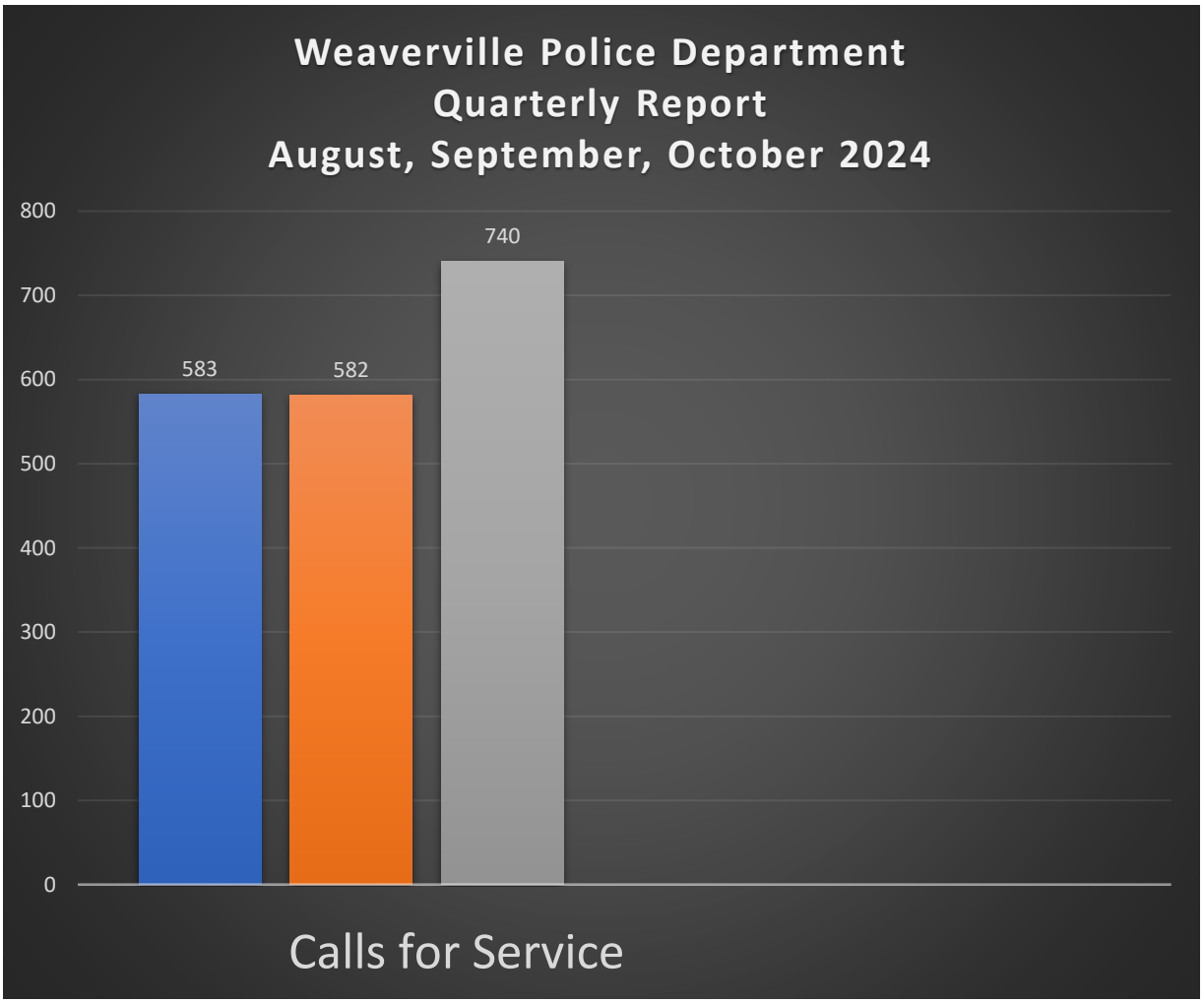
No action required.



*Incidents Include-Larcenies, Death Investigations, Drug Offenses, Animal Bites, Trespassing, Fraud/ID Theft, Elder Abuse, Info Only Reports, Sexual Offenses, Involuntary Commitments, and other reportable crimes.

* Citations & Warnings Include-Traffic Offenses-109, Criminal Offenses-24, Warnings-83

*Ordinance Violations Include-Parking, Noise, Dogs Running at Large, Public Urination, Firearms



*Calls for service refer to the requests made to police departments by members of the public for assistance with various issues or emergencies. Some examples may be suspicious events, motor vehicle accidents, business or home alarms, welfare checks, stranded motorists, panhandlers, business checks, funeral escorts, dogs running at large, dogs left in vehicles, and many others.

Training and Professional Development

- Eight attended emotional intelligence class
- One officer attended Performance Management class
- One officer attended Warrantless Searches
- One officer attended a Symposium on Child Abuse and Neglect
- One officer attended Investigating Child Sex Crimes
- One officer attended Blood Spatter Analysis
- One officer attended Crime Scene Photography
- One officer attended the Police Chief's Institute
- One officer attended Basic Chemical Munitions
- One officer attended a Pipeline Safety Program with local pipeline and gas distribution operators
- One officer attended First Line Supervision
- One officer attended Motorcycle Crash Investigations

Activities of Interest

- Multiple officers assisted with traffic control in Asheville during FPOTUS visit and other campaign visits.
- Assisted with Chief Boone's funeral.
- Briefings and relationship development with Homeward Bound (addressing homelessness), Helpmate (addressing domestic violence), and TIPS (addressing volunteerism at crisis calls.)
- Assisted Woodfin with a double-fatality wreck that closed down the interstate overnight.
- Annual Firearms Training is concluding. The shotgun will be transitioned to a less lethal force option.
- Halloween was a success. The bike team was a crowd favorite, as usual.
- SRO's led Fall Walk, taught Bicycle Safety, and attended annual lock down and fire drills.
- A human skeleton was found and identifying the person closed a missing person's case last seen in 2015.
- Detectives investigated and charged a suspect with Attempted Murder.

HIGHLIGHT ON THE COMMUNITY RESOURCE OFFICER



The Community Resource Officer position was created in April, 2024. A Community Resource Officer (CRO) is a law enforcement officer who acts as a liaison between the community and the police department. CROs are responsible for issues that require more attention than a routine police patrol, and their responsibilities include: community organization partnerships, crime prevention, assisting administrative staff, ordinance enforcement, recruiting efforts, grant writing, assisting School Resource Officers with school events, etc.

The CRO serves as a “good will ambassador” for the Police Department by providing friendly, helpful customer service to the general public. The CRO follows the principle that emphasizes that police are part of the public and share a responsibility with the community to promote its well-being.

Town of Weaverville

Town Council Agenda Item

Date of Meeting:	November 18th 2024
Subject:	Weaverville Fire Department Quarterly Report
Presenter:	Deputy Fire Chief Michael Hunter
Attachments:	Quarterly Report

Description:

Attached please find the quarterly report for the Weaverville Fire Department. Deputy Chief Hunter will be present at the meeting to present the report and answer any questions Town Council may have.

Action Requested:

Information only; No action required.

WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. August 2024, September 2024 and October 2024.

SafeKids. Child Car Seat Installation.

August = 4 installations.

September = 3 installation.

October = 0 installations.

Fire Prevention and Education Classes.

August 12th. North Pointe Church. Homeschool kids. (150 kids)

August 20th – 22nd . Mountain Fire Investigation Summit (personal training)

August 24th . WBA event. Nature Park. With Chief Harris (100 kids)

August 26th – 29th. Fire Marshal 101 class. (personal training)

September 23rd . Reynolds Mountain Academy, Station tour. (23 kids)

Commercial Business Inspections.

August = 28 inspections.

September = 22 inspections.

October = 3 inspections.

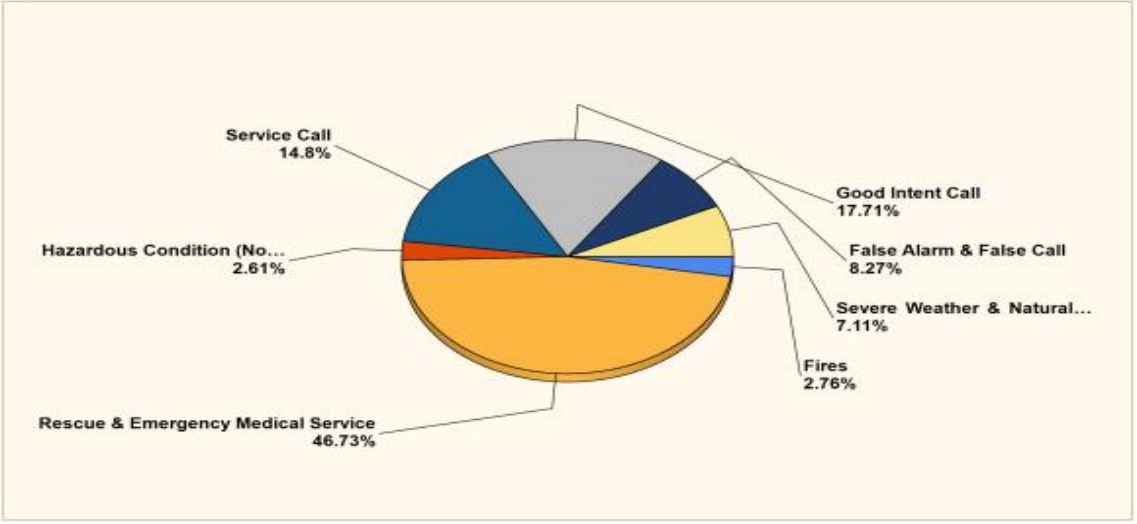
Kile R. Davis

Fire Marshal

Weaverville Fire Department

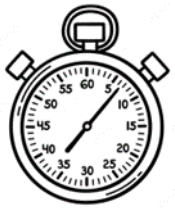
kdavis@weavervillefd.org

Weaverville Fire Department Quarterly Report
August 1, 2024 – October 31, 2024



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	19	2.76%
Rescue & Emergency Medical Service	322	46.73%
Hazardous Condition (No Fire)	18	2.61%
Service Call	102	14.8%
Good Intent Call	122	17.71%
False Alarm & False Call	57	8.27%
Severe Weather & Natural Disaster	49	7.11%
TOTAL	689	100%

# OVERLAPPING	% OVERLAPPING	TOTAL
258	37.45	689



AVERAGE RESPONSE TIME (Dispatch to Arrived)

0:06:50

FIRE LOSS

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
$154,875.00	$77,500.00	$712,500.00	$90,000.00
$300.00	$0.00	$1,500.00	$0.00

TOTAL LOSSES: $232,675.00

TOTAL PRE-INCIDENT VALUES: $804,000.00

PROPERTY SAVED

TOTAL PRE-INCIDENT PROPERTY	TOTAL PRE-INCIDENT CONTENT	TOTAL PRE-INCIDENT	TOTAL PROP. SAVED	TOTAL CONT. SAVED	TOTAL SAVED
$714,000.00	$90,000.00	$804,000.00	$558,825.00	$12,500.00	$571,325.00

ZONE	# INCIDENTS
Mutual Aid - Mutual Aid	48
North Buncombe - North Buncombe District	323
Town Limits - Town Limits	318
TOTAL:	689

