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

TOWN COUNCIL AGENDA

Monday, February 2, 2026
Special Called 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 ; and Meeting recordings viewable under the "Videos" Tab
(unless technical difficulties are experienced)

		Pg #	Presenter
1.	**Call to Order**		Mayor Lawrence
2.	**Approval/Adjustments to the Agenda**		Mayor Lawrence
3.	**Conflict of Interests Statement**		Mayor Lawrence
4.	**Consent Agenda**		Town Manager Harris
	A. December 9, 2025, Town Council Workshop Meeting Minutes	3	
	B. December 15, 2025, Town Council Regular Meeting Minutes	6	
	C. January 12, 2026, Town Council Workshop Meeting Minutes	12	
	D. Monthly Tax Report, Refunds/Releases	14	
	E. Budget Amendments – Public Works, Police, Fire	22	
	F. 2026 Meeting Schedule and Amendment to Rules of Procedure	25	
	G. Board Appointments – Planning Board & Board of Adjustment	28	
	H. Changes to Rules of Procedure – Planning Board & Board of Adjustment	31	
	I. WTP Resiliency Project – Change Order #1	33	
5.	**Town Manager's Report**	54	Town Manager Harris
6.	**General Public Comments** (see below for additional information)		Mayor Lawrence
7.	**Discussion & Action Items**		
	A. FY2024-2025 Financial Audit Presentation	58	Gould Killian CPA Group, PA
	B. Water Request – 10 Silverwood Farm Rd – LDG	82	Town Manager Harris
	C. Water Request – 830 New Stock Rd – 114 Lot Residential Subdivision	85	Public Works Director Reece
	D. On-Call Engineering Services – Selection and Master Agreements	89	Public Works Director Reece
	E. USACE Grant for Water System Improvements – Project Partnership Agt	120	Asst Town Manager Jackson
	F. Quarterly Report – Planning	140	Planning Director Eller
	G. Quarterly Report – Finance	143	Finance Director Dozier
	H. Quarterly Report – Community Center	158	Comm. Center Mgr DeSerio
8.	**Adjournment**		Mayor Lawrence

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.

Notice of CANCELLATION of Regularly Scheduled Meeting of the Weaverville Town Council

This notice is to inform the public that the regularly scheduled meeting of Weaverville's Town Council scheduled for Monday, January 26, 2026, at 6:00p.m. within Council Chambers at Town Hall, 30 South Main Street, Weaverville, N.C., has been CANCELLED under the Buncombe County State of Emergency for Winter Storm Fern.

Notice of a Special Called Meeting of the Town Council

This notice is to inform the public that the Town Council of the Town of Weaverville will hold a special called meeting on Monday, February 2, 2026, at 6:00p.m. within Council Chambers located at 30 South Main Street, Weaverville, NC. The purpose of this meeting is for the Town Council to conduct the January 26, 2026, Regular Meeting business. The Town Council Agenda items from January 26, 2026 are expected to be considered and action may be taken.

Town Council Workshop Meeting Minutes

The Town Council regularly scheduled workshop held on Tuesday, December 9, 2025, at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Call to Order

Vice Mayor Chase called the meeting to order at 6:00 p.m.

Town Council Present: John Chase, Michelle Wood, Doug Jackson, Catherine Cordell, Peter McGuire, and Gary "Dee" Lawrence.

Absent (excused): Mayor Patrick Fitzsimmons and Town Manager Scottie Harris

Staff Present- Town Attorney Michael Frue, Assistant Town Manager Jennifer Jackson, Planning Director James Eller, Finance Director Tonya Dozier, Town Clerk Tamara Mercer, Community Center Manager Mike DeSerio, Police Chief Somer Oberlin, Interim Fire Chief Ron Davis, and A/V Coordinator Lauren Ward.

2. PUBLIC HEARING- Chapter 20 Code Amendments Land Use

Vice Mayor Chase opened the public hearing on proposed code text amendments to Chapter 20 Land Use.

Planning Director Eller reviewed the proposed code text amendments and recommendations:

a. Technical Changes for Legal Compliance
b. Technical Changes for Residential Signage
c. New R-6 Residential District
d. new R-10 Residential District

The recommendations address legal compliance with the newly enacted legislative changes under vested rights, elimination of waiting periods between development requests, minimum street standards, special use permits, governmental flag displays, and the signage regulations in residential districts. Also proposed are the creation of two new residential districts, both of which provide for single-family development on smaller lots. Mr. Eller provided hypothetical examples for an R-6 in a R-1 district scenarios and the process for permitting.

Attorney Frue stated an on-line public comment was provided to Town Council: Ms. Harmon-Freeman a Weaverville citizen stated she was in favor of the code amendments establishing new residential districts as presented.

No one elected to speak in-person and Vice Mayor Chase closed the public hearing.

3. Code Amendment-Chapter 20 Legal Compliance & Residential Signage

Planning Director Eller reiterated that the need for the code amendment was to remain compliant with recently enacted State law and a technical amendment related to signage in residential districts.

Motion to approve the Ordinance Amending the Weaverville Town Code Chapter 20 Concerning Legal Compliance and Technical Amendment Regarding Residential Signage as presented.

Moved by: Dee Lawrence

Aye *Peter McGuire, Doug Jackson, Michele Wood, Dee Lawrence, John Chase, and Catherine Cordell*

Carried unanimously. 6-0

4. Code Amendment-Chapter 20 New Residential Districts

Mr. Eller stated the current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for a review of residential uses for consistency and compatibility with policy directives. With that work the Planning Board recommends that Town Council consider the creation of two new residential districts, both of which attempt to provide for single family residential development on smaller lots with reduced minimum lot widths and reduced side yard setbacks.

The R-6 district would allow up to 6 units per acre with a 75-foot minimum lot width and setbacks of: 30 feet in front, and 10 feet in the rear and side.

The R-10 district would allow up to 10 units per acre with a 50-foot minimum lot width and the following setbacks: 30 feet in front, 10 feet in the rear, and 6 feet on the side.

The new residential districts were recommended as a way to potentially avoid conditional district zoning for residential projects that are seeking smaller lot sizes. They could also provide more consistent treatment among lots within the downtown area given that many lots are able to build on smaller lots under nonconforming lot provisions. If these new districts are adopted, they would not automatically be applied to any property within the Town but would be an available option for zoning through map amendments.

Town Council discussed primary residential district acreage and usage density in the downtown residential district, fire safety and 6-foot side setback, to which Mr. Eller said all development must meet fire code safety regulations and is applicable regardless of setbacks.

After further Town Council discussion regarding driveways and driveway requirements in downtown, and limits on driveway capacity and ingress and egress from one entry specific to common services, Vice Mayor Chase requested staff to return with illustration graphics or diagrams showing examples of these theoretical uses, and Mr. Eller noted that while Staff will provide that, to be aware it may not include all circumstances such as topography, blue-line streams, right-of-way's, new roads, and shared driveways. Mr. Eller explained standard parking space size, typical lot sizes and the 30-foot setback requirements.

The item was tabled in order to be brought before newly elected Town Council members.

5. Fire Engine Replacement

Interim Fire Chief Davis requested Town Council approve to replace a fire truck that caught fire in September as a result of a mechanical failure. The Town's insurance carrier has totaled the truck and will be paying the Town $232,500 for the claim. This money can be applied towards a replacement fire truck. There are limited opportunities to purchase fire trucks, but a Pierce Enforcer Custom Pumper is available through Atlantic Emergency Solutions with no money down and an estimated 5-month delivery time, therefore staff recommended approval of the request.

Draft

Motion to approve the purchase of the Pierce Enforcer Custom Pumper Fire Truck through Atlantic Emergency Solutions for $1,052,346.00

Moved by: Doug Jackson

Aye *Peter McGuire, Doug Jackson, Michele Wood, Dee Lawrence, John Chase, and Catherine Cordell*

Carried unanimously. 6-0

6. Recognition of Outgoing Mayor and Town Council Members

Certificates of recognition were presented to the following for their service to the Town of Weaverville:

Councilmember Doug Jackson
Councilmember Catherine Cordell
Councilmember Michele Wood

Since Mayor Fitzsimmons was unable to attend this meeting, he will be recognized at the November 17, 2025 meeting.

7. Adjournment

There being no further business and without objection, Vice Mayor Chase adjourned the meeting at 6:33 p.m. A social gathering followed.

Mayor, Gary D. Lawrence

Town Clerk, Tamara Mercer

Draft

Town Council Regular Meeting Minutes

The Weaverville Town Council held the regularly scheduled meeting on Monday, December 15, 2025 at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Organizational Meeting

Town Clerk Tamara Mercer opened the meeting and attested that Buncombe County Board of Elections has certified the results of the Town of Weaverville's 2025 municipal election and proceeded to administer the oaths of office for the following:

A. Oath of Office-Mayor Gary "Dee" Lawrence

B. Oath of Office- Town Council Members Jennifer Young, Phil Barnett, and Mark Endries

C. Town Council Vacancy – Possible Appointment and Oath of Office.

Due notice was provided to the public and per Town Council Rules of Procedures, the Town received five applications seeking an appointment to the vacant term held by Councilmember Lawrence.

Councilmember Barnett reviewed his basis for the nomination of Andrew Nagle to the vacant seat to a term expiring November 2027. There was general agreement by Town Council members Young, Endries, Chase and McGuire to nominate Mr. Nagle and Mayor Lawrence called the vote.

Motion to appoint Andrew Nagle as Town Council Member to fill the vacant seat with a term ending in November 2027.

Moved by: Phil Barnett

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, and Phil Barnett

Carried unanimously. 6-0.

Town Clerk Mercer administered the oath of office for Andrew Nagle and Nagle took his seat.

D. Election of Vice Mayor

Motion to nominate John Chase as Vice Mayor.

Moved by: Jennifer Young

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett

Carried unanimously. 7-0.

2. Call to Order

With newly elected members properly sworn in and seated, Mayor Gary "Dee" Lawrence formally called the meeting to order.

Draft

Town Council Present: Gary "Dee" Lawrence, John Chase, Jennifer Young, Phil Barnett, Mark Endries, and Andrew Nagle.

Staff Present- Town Attorney Michael Frue, Town Manager Scottie Harris, Assistant Town Manager Jennifer Jackson, Planning Director James Eller, Public Works Director Angela Reece, Assistant Public Works Director Eric Cutshall, Water Treatment Plant Superintendent Randall Wilson, Finance Director Tonya Dozier, Town Clerk Tamara Mercer, Planner Graham Crawford, Community Center Manager Mike DeSerio, Police Chief Somer Oberlin, Interim Fire Chief Ron Davis, and A/V Coordinator Lauren Ward.

3. Recognition of Former Mayor Patrick Fitzsimmons

Mayor Lawrence presented a Certificate of Recognition to Mayor Patrick Fitzsimmons for his service to the Town of Weaverville.

4. Approval/Adjustments to the Agenda

Motion to approve the agenda as presented.

Moved by: Mark Endries

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett

Carried unanimously. 7-0.

5. Conflict of Interests Statement

Mayor Lawrence stated it is the duty of Town Councilmembers 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

6. Consent Agenda

Town Manager Harris briefly reviewed the consent agenda items and asked for approval on those items.

Motion to approve the consent agenda items as presented.

Moved by: John Chase

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett

Carried unanimously. 7-0.

A. November 17, 2025, Town Council Regular Meeting- approved as presented
B. Monthly Tax Report, Refunds/Releases- approved as presented
C. Budget Amendments – Fire and Police – approved as presented
D. 2026 Holiday Calendar – information only
E. Lake Louise Drive Culvert Repair and Budget Amendment-approved as presented
F. Water Commitment Renewal and Amendment for 6 Pleasant Grove Road-approved as presented
G. Water Commitment Renewal and Amendment for AdventHealth-approved as presented

Draft

7. Town Manager's Report

Town Manager Harris reviewed the following project updates, communication statuses, and events calendar:

- Holiday Season Activities
- Main Street Nature Park Invasive Plant Workday
- FY:2024-2025 Financial Audit and FEMA Report Update
- Weaverville Water Customers' new software reminders
- Town Employee Food Drive
- Congressman Edwards Project Funding Request Update
- Town Manager's 'Leading for Results' UNC SOG Course Completion
- Town Council Meetings and Events Calendar

8. Public Comment

Barbara Booty, a Buncombe County resident addressed illicit drug use adjacent to her residence.

Keith McCory, a Buncombe County resident, was granted the next three citizens allotted time as they were in agreement with Mr. McCory's comments. Mr. McCory addressed the development project located at 10 Silverwood Farm Road. He acknowledged the withdrawal of the annexation request but still had concerns with the application for the water commitment request. He spoke about Fire district services and costs to Weaverville, and an error in the staff report which had a lower water capacity number than in the developer's application. Mr. McCory was not in favor of request also citing ambiguity in the developers site plan, water table, grading, and water capacity impacts to his property, ingress and egress and traffic safety to the surrounding area.

In response to Mr. McCory's comments regarding the incorrect water allocation in the report, Public Works Director Angela Reece noted the typo mistake on the staff report; she said the developer's application included the correct number of gallons per day. She reviewed State required calculations for units per day and actual usage of customers. Ms. Reece reviewed the maximum amount of usage calculated at 118,470 gallons per day and explained how the maximum number is calculated in the water commitment request versus actual customer's water usage.

No one else elected to speak and there were no public comments submitted online.

9. Discussion & Action Items

A. ABC Board Fiscal Year 2024-2025 Audit Presentation and Update

Rob Chason, ABC Board Chair reviewed the audit report for the ABC Store. Auditors Gould Killian, CPA performed a financial audit for the Weaverville ABC Board's Fiscal Year 2024-2025 and presented a clean, unmodified report which found that the FY: 2024-2025 financial statements accurately reflect the financial position of the ABC store.

Audit report highlights:

- Gross sales totaled $5,145,864, which was a 5% increase over the prior year with mixed beverage sales increasing by 51%
- Operating costs decreased by 2% from the previous year
- Distributions made to the Town increased by 20% and totaled $404,547: Law Enforcement (restricted) = $18,376, Alcohol Education/Rehabilitation (restricted) = $25,726, Profit Distribution (unrestricted) = $360,445
- Cumulative total of profit distribution to the Town = $2,614,128

Draft

Mr. Chasen addressed the financial status and operations of Weaverville's ABC Store including a recent real estate property purchase of Northridge Commons Shop D Condo Unit 102, and a barrel pick commemorating Weaverville's 150th anniversary.

B. Water Commitment/Extension Request – 10 Silverwood Farm Road

Public Works Director Angela Reece provided the report for the water commitment/extension request located at 10 Silverwood Farm Road or the property identified as Bluemont. On November 5, 2025, the Town of Weaverville received a water commitment/extension application that was submitted by Chris Dischinger for the development. Their request indicated that a proposed development on the property listed above would consist of 17 multi-family apartment buildings (24 units per building), 180 residential subdivision lots, and a commercial component. They requested domestic water service for the units totaling approximately 118,470 gallons per day (GPD).

Based on the Public Works Department review it was determined that our water system has adequate capacity to serve this connection. The annexation petition for this property has been withdrawn but the owner/developer is willing to annex the property into the Town if that is a condition of the water approval.

Town Manager and Public Works Director recommend approval of this application and Ms. Reece noted the engineering report including the calculated flow rates.

In response to Councilmember Nagle's question regarding out-of-town water connections, Assistant Manager Jackson reviewed the USDA revenue bond and loan requirements noting the Town has to provide water if the Town has the capacity to serve the project. She noted that it is her opinion that the project location doesn't matter and that if capacity is available, water requests must be approved as a condition of the USDA loan.

Further discussed were: water status total commitments per units per-day in permitted projects to-date in actual usage numbers in the Public Works quarterly report, future development, system demands, realistic percentage capacity and project trends and development plans, healthcare and daycare facilities, affordable residential housing, growth and projections and expansion deadlines for the next 3-years and long-term growth.

Bo Carpenter, representative for LBG Development, and agent for the applicant, requested a vote on the water allocation request based on the correct gallons per day in application. He noted the 2018 USDA loan standard and requirements for service is based on if capacity is feasible and available then legally customers must be served. Mr. Carpenter reviewed the projected development timeline for the residential units to be on-line for 178 affordable housing by 2027.

Nagle moved to table the request until Attorney Frue can provide an opinion addressing the USDA loan requirements.

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett

Carried unanimously. 7-0.

C. Main Street Nature Park Stormwater Project Update and Approvals

Assistant Manager Jackson reviewed the Main Street Nature Park Stormwater Project based on the attached concept plan. The next step is to approve agreements for engineering design services and for the surveying and landscape components of the project and to put in place the agreement with Land of Sky Regional Council (LOSRC) for grant services, all as follows:

- Blue Earth – Engineering and Stormwater Design = $46,600
- OLA – Landscape Design and Surveying = $24,300

- LOSRC – Grant Services = $15,300
- These agreements are all attached and total $86,200.

Ms. Jackson noted that there are donated in-kind matches from Blue Earth and OLA and grant funding to cover all of these fees and for half of the project construction that is expected to be around $250,000. The current grant funding is $180,000 from NC Department of Water Resources and $35,000 Pigeon River Fund. More funding opportunities will be pursued in 2026 to try to cover the remaining estimated cost of $127,700.

A grant project ordinance is recommended for the project to provide for proper accounting of multiple funding sources. This project is consistent with Strategic Plan Alignment- Goal 5 infrastructure and environmental resilience and Goal 6 parks, recreation, special events and community vitality.

Motion to adopt the Grant Project Ordinance for the Main Street Nature Park Stormwater and Streambank Stabilization and contract agreements with Land of Sky Regional Council, Blue Earth Planning, Engineering, and Design and Osgood Landscape Architecture, as presented, and authorize Staff to execute the said project agreements.

Moved by: John Chase

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett

Carried unanimously. 7-0.

D. 2026 Town Council Meeting Calendar

Councilmember Endries suggested Council meetings be held on the same day, therefore 2nd Monday and 4th Monday of the month. Councilmember Nagle suggested that the public comment portion time be extended as it is currently 3 minutes.

There was general consensus to change the meeting dates to the 2nd Monday of the month for the regular workshops and 4th Monday of the month for the regular meetings. Staff was asked to provide the adjusted meeting calendar at the January meeting and any changes needed to the Rules of Procedure regarding the meeting schedule.

E. Boards and Committees – Overview and Town Council Assignments

Council reviewed the various boards and committees and Town Council representation for the upcoming year as follows:

• Land of Sky Regional Council Board – Town Council delegate and alternate needed
• French Broad River MPO – Town Council representative needed
• MSD Board – Town Council appointed Doug Dearth who has agreed to continue
• Planning Board – Town Council appointed (2 vacancies)
• Board of Adjustment – Town Council appointed (1 alternate vacancy)
• ABC Board – Town Council appointed, including chair
• Tree Board – Town Council appointed (1 vacancy)
• Patriotic Committee – Manager appointed with a Town Council liaison
• Weaverville Economic Development Advisory Committee (WEDAC) – Town Council liaison
• Active Weaverville Steering Committee – Manager appointed
• Recreation Advisory Committee – Currently inactive
• Weaverville Business Assoc. (WBA) – Town Council liaison

Draft

Councilmember Young suggested adding a Town Council liaison assigned to the Hospital Committee for the AdventHealth project and volunteered for that assignment. Councilmember Barnett noted that he would like to continue as liaison to the WEDAC, Active Weaverville Committee, and the WBA.

There was general consensus that Councilmember Young will serve as the Town Council liaison on the AdventHealth Hospital project, that Councilmember Barnett will continue to service as the WEDAC liaison (including the Active Weaverville components) and WBA liaison, and that Councilmembers McGuire and Mayor Lawrence to also participate in the WBA meetings as needed or called upon.

Councilmember Nagle made a motion to appoint Jennifer Young as Town Council's delegate to the Land of Sky Regional Council Board and to appoint Mark Endries as the alternate delegate to the Land of Sky Regional Council Board.

Aye *Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett*

Carried Unanimously. 7-0.

Councilmember Nagle made a motion to appoint Mark Endries to the French Broad River Metropolitan Planning Organization.

Aye *Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Andrew Nagle, and Phil Barnett*

Carried Unanimously. 7-0.

F. Quarterly Report – Public Works and Water

Public Works fourth quarter report and project updates were reviewed by Public Works Director Reece as follows:

- Stoney Knob Water Line
- Lake Louise Culvert Repairs
- Chlorine Conversion & Raw Public Station Generator
- 2025 Roadway Improvement Paving
- Water Infrastructure
- Lake Louise Water Wheet
- Area Wide Optimization Program (AWOP) State Award
- Supervisory Control and Data Acquisition (SCADA)
- Community Food Drive

10. Adjournment

There being no further business and without objection, Mayor Lawrence adjourned the meeting at 7: 52 p.m.

Town Clerk, Tamara Mercer

Mayor Gary “Dee” Lawrence

Draft

Town Council Workshop Minutes

The Town Council held the regularly scheduled workshop meeting on Monday, January 12, 2026 at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER

Vice Mayor Chase called the meeting to order at 6:00 p.m., with Mayor Lawrence arriving two minutes late.

Town Council Present: Gary "Dee" Lawrence, John Chase, Peter McGuire, Jennifer Young, Phil Barnett, Mark Endries, and Andrew Nagle.

Staff Present- Town Manager Scottie Harris, Assistant Town Manager Jennifer Jackson, and Town Clerk Tamara Mercer.

Motion to add a Discussion Item regarding Thermo Fisher closing.

Moved by: Andrew Nagle

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Phil Barnett, and Andrew Nagle

Carried unanimously. 7-0

2. DISCUSSION ITEM –

ThermoFisher Closure Announcement

Discussion regarding the news of layoffs and closure at Thermo Fisher and the tax implications were noted by Councilmember Nagle. He estimated upwards of $115,000 revenue would be lost to the town (the tax revenue loss would not be in effect until next year's budget cycle). Largest industry taxpayers and affected employee layoffs, taxable inventory, property and depreciation, warehouse square footage, commercial business acreage and vacancies, economic conditions such factory production during the pandemic versus less demand currently, economic growth, the real estate market, local business impacts to the economy and organizing a task force promoting the area were discussed.

There was consensus to offer assistance where we can and for Town leadership to be more connected with our largest taxpayers going forward. Councilmember Young stated she would contact NC Works regarding Weaverville hosting a jobs fair.

Draft

3. CLOSED SESSION

Citing N.C.G.S. 143-318.11(a)(3) – To consult with an attorney and preserve the attorney-client privilege; N.C.G.S. 143-318.11(a)(5) – To establish or instruct negotiating agents concerning the price and other material terms of a contract to purchase real property; and N.C.G.S. 143-318.11(a)(6) – To review or discuss confidential personnel matters

Motion to enter into closed session at 6:23 p.m.

Moved by: Peter McGuire

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Phil Barnett, and Andrew Nagle

Carried unanimously. 7-0

[CLOSED SESSION]

Motion to exit closed session and enter back to the open meeting at 8:05 p.m.

Moved by: Jennifer Young

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Phil Barnett, and Andrew Nagle

Carried unanimously. 7-0

Councilmember Barnett briefly discussed the former Balcrank facility at 115 Reems Creek Road including acreage, building capacity, and roadway frontage dimensions, and other amenities, and noted that the property-owner is willing to hold town-sponsored events at that location.

4. ADJOURNMENT

There being no further business and without objection, Mayor Lawrence adjourned the meeting at 8:09 p.m.

Gary D. Lawrence, Mayor

Tamara Mercer Town Clerk

Draft

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 2, 2026

SUBJECT: Monthly Tax Report

PRESENTER: Tax Collector

ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for December 2025
RMV Refund/Release Report for November 2025
RMV Refund/Release Report for December 2025

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of December 2025 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **79.22% of the Town's property taxes have been collected as of the end of December**. This totals $3,843,852.27 out of the $4,852,218.63 total tax levy (real property, personal property, and business personal property). At the end of December 2025 there was $1,008,366.36 left to collect of the 2025 property taxes.

The Motor Vehicle Levy Releases/Refunds report for November was received late, so it is included in this report along with December.

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

December 2025	Property Tax Levy Release/Refund	$0.04
December 2025	Motor Vehicle Levy Release/Refund	$189.48
November 2025	Motor Vehicle Levy Release/Refund	$173.65

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 2025-2026

Tax Year 2025
Summary for YTD December 2025:

Original Billed Amts	$	4,840,812
Abs Adj (Adjustments by Assessor)	$	(4,749)
Bill Releases	$	(28)
Discovery Levy	$	7,674
Additional Levy	$	8,510
Net Levy	$	4,852,219
Total Current Year Collections	**$**	**3,843,852**
% Collected		**79.22%**
Total Left to be Collected:	**$**	**1,008,366**
Prior Years Tax Paid	$	1,827
Prior Years Interest Paid	$	106

Date run: 1/9/2026 2:32:26 PM

TR-401G Net Collections Report

NCPTS V4

Data as of: 1/8/2026 11:50:07 PM

Report Parameters:

Date Sent to Finance Start: **Min - December 1, 2025**

Date Sent to Finance End: **Max - December 31, 2025**

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, Refund Clawback, Sheriff Service Fee, SPECIAL ASSESSMENT, STORMWATER, TAX, VEHICLE FEE, WEAVERVILLE TAX**

Tax Year: **2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004**

Year For: **2025, 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 December 31, 2025								Activity from December 1, 2025 to December 31, 2025			
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**										
2024	0.00	0.00	0.00	0.00	0.00	4,826.22	0.00	$ -	0.00	0.00	0.00
		0.00	4,826.22	0.00	0.00	NA	NA			0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	6,596.83	0.00	$ -	0.00	0.00	0.00
		0.00	6,596.83	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,927.24	0.00	$ -	0.00	0.00	0.00
		0.00	4,927.24	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,085.95	0.00	$ -	0.00	0.00	0.00
		0.00	5,085.95	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	11,905.62	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	6,000.40	0.00	$ -	0.00	0.00	0.00
		0.00	6,000.40	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	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	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	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	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	47.72	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,036.01	0.00	$ -	0.00	0.00	0.00
		0.00	1,036.01	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	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	12.59	0.00	0.00	NA	NA			0.00	0.00
Sub.	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**41,689.90**	**0.00**	**$ -**	**0.00**	**0.00**	**0.00**
		0.00	**41,689.90**	**0.00**	**0.00**	**NA**	**NA**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: LATE LIST PENALTY**									
2025	2,480.49	36.66	0.15	359.78	2,808.23	1,394.19	1,414.04	$ 323.05	0.00	0.00	0.00
		6.71	1,400.90	4.77	0.00	49.65 %	50.35 %			0.00	0.00
2024	2,330.93	1.55	0.36	215.40	2,544.42	2,488.32	56.10	$ -	0.00	0.00	0.00
		0.00	2,488.32	0.00	0.00	97.80 %	2.20 %			0.00	0.00
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,169.10	47.05	$ -	0.00	0.00	0.00
		0.00	9,169.10	80.35	0.00	99.49 %	0.51 %			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	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	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	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
Sub.	**19,054.44**	**642.53**	**3.17**	**10,588.16**	**29,313.84**	**27,743.36**	**1,570.48**	**$ 323.05**	**0.00**	**0.00**	**0.00**
		6.71	**27,750.07**	**316.94**	**0.00**	**94.64 %**	**5.36 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: TAX**									
2025	4,840,811.56	4,748.78	27.69	7,673.58	4,852,218.63	3,843,852.27	1,008,366.36	$ 1,606,389.69	0.00	0.04	0.00
		-4,833.67	3,839,018.60	8,509.96	0.00	79.22 %	20.78 %			0.00	0.00
2024	4,297,291.04	3,866.28	46.77	5,304.73	4,301,679.77	4,297,996.54	3,683.23	$ -	0.00	0.00	0.00
		437.67	4,298,434.21	2,997.05	0.00	99.91 %	0.09 %			0.00	0.00
2023	4,196,765.41	2,953.48	60.16	8,428.28	4,204,328.91	4,202,642.90	1,686.01	$ -	0.00	0.00	0.00
		0.00	4,202,642.90	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	3,989,349.10	1,160.88	$ -	0.00	0.00	0.00

		735.06	3,990,084.16	0.00	0.00	99.97 %	0.03 %			0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,475.49	2,932.22	$ -	0.00	0.00	0.00
		726.57	3,726,202.06	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
		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	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	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	82.56	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**24,534,351.74**	**25,864.09**	**3,407.44**	**64,129.84**	**24,588,527.52**	**23,569,675.32**	**1,018,852.20**	**$ 1,606,389.69**	**0.00**	**0.04**	**0.00**
		-778.09	**23,568,897.23**	**19,317.47**	**0.00**	**95.86 %**	**4.14 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: WEAVERVILLE TAX**									
2019	49,954.82	0.00	193.07	0.00	49,761.75	46,267.22	3,494.53	$ -	0.00	0.00	0.00
		0.00	46,267.22	0.00	0.00	92.98 %	7.02 %			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	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	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	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	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	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	15.57	554.78	$ -	0.00	0.00	0.00
		0.00	15.57	0.00	0.00	2.73 %	97.27 %			0.00	0.00
2012	316.30	0.00	111.58	0.00	204.72	204.72	0.00	$ -	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**55,735.14**	**0.00**	**891.76**	**0.00**	**54,843.38**	**47,948.17**	**6,895.21**	**$ -**	**0.00**	**0.00**	**0.00**
		0.00	**47,948.17**	**0.00**	**0.00**	**87.43 %**	**12.57 %**			**0.00**	**0.00**
Total	**24,609,141.32**	**26,506.62**	**4,302.37**	**74,718.00**	**24,672,684.74**	**23,687,056.75**	**1,027,317.89**	**$ 1,606,712.74**	**0.00**	**0.04**	**0.00**
		-771.38	**23,686,285.37**	**19,634.41**	**0.00**	**95.84 %**	**4.16 %**			**0.00**	**0.00**

Signature (Tax Collector) _____

District Refunds FY2026
July 2025 through June 2026

NCVTS Pending refund report Fiscal Year 2026

Nov-25

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	($7,281.96)
CAS	CITY	($2,407.12)
CBF	CITY	($52.26)
CBM	CITY	($55.02)
CWV	CITY	($173.65)
CWO	CITY	($92.84)
FEB	FIRE	($61.42)
FEC	FIRE	($189.59)
FFA	FIRE	($49.80)
FJU	FIRE	($24.51)
FLE	FIRE	($48.31)
FNB	FIRE	($93.95)
FRC	FIRE	($146.53)
FRE	FIRE	($4.11)
FRI	FIRE	($30.42)
FSK	FIRE	($90.55)
FUH	FIRE	($31.82)
FWB	FIRE	($74.66)
FWO	FIRE	($64.12)
IAD	SPECIAL	($7.53)
SAS	SPECIAL	($457.63)
Total		**($11,437.80)**

District Refunds FY2026
July 2025 through June 2026

NCVTS Pending refund report Fiscal Year 2026

Dec-25

Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	($11,242.69)
CAS	CITY	($3,403.32)
CBF	CITY	($29.95)
CBM	CITY	($52.92)
CWV	CITY	($189.48)
CWO	CITY	($66.99)
FBA	FIRE	($37.09)
FEC	FIRE	($411.92)
FFA	FIRE	($473.10)
FFB	FIRE	($15.33)
FJU	FIRE	($38.14)
FLE	FIRE	($36.46)
FNB	FIRE	($89.97)
FRC	FIRE	($16.60)
FRE	FIRE	($86.52)
FRI	FIRE	($33.27)
FSK	FIRE	($124.05)
FSW	FIRE	($11.75)
FUH	FIRE	($120.48)
FWB	FIRE	($193.97)
FWO	FIRE	$0.36
IAD	SPECIAL	($0.54)
SAS	SPECIAL	($396.16)
Total		**($17,070.34)**

3. CLOSED SESSION

Citing N.C.G.S. 143-318.11(a)(3) – To consult with an attorney and preserve the attorney-client privilege; N.C.G.S. 143-318.11(a)(5) – To establish or instruct negotiating agents concerning the price and other material terms of a contract to purchase real property; and N.C.G.S. 143-318.11(a)(6) – To review or discuss confidential personnel matters

Motion to enter into closed session at 6:23 p.m.

Moved by: Peter McGuire

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Phil Barnett, and Andrew Nagle

Carried unanimously. 7-0

[CLOSED SESSION]

Motion to exit closed session and enter back to the open meeting at 8:05 p.m.

Moved by: Jennifer Young

Aye Peter McGuire, Dee Lawrence, John Chase, Mark Endries, Jennifer Young, Phil Barnett, and Andrew Nagle

Carried unanimously. 7-0

Councilmember Barnett briefly discussed the former Balcrank facility at 115 Reems Creek Road including acreage, building capacity, and roadway frontage dimensions, and other amenities, and noted that the property-owner is willing to hold town-sponsored events at that location.

4. ADJOURNMENT

There being no further business and without objection, Mayor Lawrence adjourned the meeting at 8:09 p.m.

Gary D. Lawrence, Mayor

Tamara Mercer Town Clerk

Draft

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting:	February 2, 2026
Subject:	Budget Amendment – PW, Fire, Police
Presenter:	Town Finance Director
Attachments:	Budget Amendment Form

Description/Summary of Request:

As a condition of annexation in January 2025, Maple Trace Subdivision paid the Town **$112,200.00** for street paving. The paving project has begun, so the funds need to be transferred from the escrow account into the Streets budget.

One of the Fire Department's engines caught fire while responding to a call and was deemed a total loss. The Town has received insurance proceeds of **$232,500.00** which will be put towards the cost of a replacement engine that is currently on order.

The Town received grant funds of **$35,000.00** in December 2025 from The Community Foundation of WNC / Pigeon River Fund. The funds are to be spent on the Nature Park Stormwater and Streambank Stabilization Project.

The Town collected an additional **$3,304.59** in Cops for Kids donations during Dec 2025 – Jan 2026, bringing the fiscal year-to-date total to $7,237.90.

The Town received donations from the public totaling **$50.00** for the Community Center and **$100.00** for the Fire Department.

The attached budget amendment is necessary in order to include these funds in the Fiscal Year 2025-2026 budget.

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2025-2026

Town of Weaverville

What expense accounts are to be increased?

Account	Account Description	Transfer Amount
010-450-451-50300	Streets—Capital Improvements	$112,200.00
040-430-434-50500	Fire – Capital Equipment	$232,500.00
010-470-473-50300	Stormwater – Capital Improvements	$35,000.00
010-430-431-26608	Cops for Kids (Expenditure)	$3,304.59
010-600-614-39510	Community Programs	$50.00
040-430-434-26000	Fire – Supplies / Materials	$100.00

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

Account	Account Description	Transfer Amount
010-004-300-09053	Fees in Lieu of Paving (Revenue)	$112,200.00
040-004-300-09043	Property Insurance Claims	$232,500.00
010-004-300-07076	Public Works Grants	$35,000.00
010-004-300-09028	Cops for Kids (Revenue)	$3,304.59
010-004-300-09022	Contributions Comm Center	$50.00
040-004-300-09026	Contributions Fire Dept	$100.00

Justification: Please provide a brief justification for this budget amendment. *Transferring funds paid by Maple Trace for paving to Streets budget; Insurance proceeds from total loss on Fire Engine; Grant funds received from The Community Foundation of WNC/Pigeon River Fund for stormwater project in Nature Park; Cops for Kids donations received Dec 2025 – Jan 2026; Donations received by the Town for the Community Center and the Fire Department.*

Authorized by Finance Officer **Date**

Authorized by Town Manager **Date**

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

Budget Ordinance Section 10:

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

MEETING DATE:	February 2, 2026
SUBJECT:	2026 Town Council Meeting Schedule and Related Amendments to Town Council Rules of Procedure
PRESENTER:	Town Manager Harris
ATTACHMENTS:	2026 Town Council Meeting and Holiday Schedule Proposed Amendment to Rules of Procedure

DESCRIPTION/SUMMARY OF REQUEST:

Town Council took action on December 15, 2025, to change Council's monthly meeting schedule to have workshop meetings on the second Mondays and the regular meeting on the fourth Mondays except where holidays conflict or make meetings difficult. The 2026 Town Council meeting schedule has been developed based on this direction and is shown on the "2026 Town Council Meeting and Holiday Schedule". Town Council approved of this meeting schedule is needed.

A change to the Rules of Procedures is also needed for clarity to Rule 8 concerning the organizational meeting and to Rule 9 to update and clarify the provisions related to regular meetings. The proposed rule amendments are attached.

COUNCIL ACTION REQUESTED:

Town Council is asked to take action consistent with the following motion:

> *I move that the Town Council 2026 regular meeting schedule shown on the "2026 Town Council Meeting and Holiday Schedule" and the amendments to Rule 8 and Rule 9 of Town Council's Rules of Procedure be approved as presented.*

2026 Town Council Meeting and Holiday Schedule

Town Council Meetings held in Council Chambers at Town Hall (30 South Main Street, Weaverville) unless otherwise noticed.

In accordance with the Town of Weaverville Personnel Policy, Article VII, Section 2(a), The Town provides paid holidays consistent with the State's holiday schedule, and includes any personal observance leave or floating holiday provide to State employees.

Thursday, January 1, 2026	New Year's Holiday – Town Offices Closed
Monday, January 19, 2026	Martin Luther King Jr. Holiday – Town Offices Closed
Monday, January 12, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, January 26, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, February 9, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, February 23, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, March 9, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, March 23, 2026	**Regular Town Council Meeting at 6:00pm**
Friday, April 3, 2026	Good Friday Holiday – Town Offices Closed
Monday, April 13, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, April 27, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, May 11, 2026	**Regular Town Council Workshop at 6pm**
***Monday, May 18, 2026**	**Regular Town Council Meeting at 6:00pm**
Monday, May 25, 2026	Memorial Day Holiday – Town Offices Closed
Monday, June 8, 2026	**Regular Town Council Workshop at 6pm**
Monday, June 22, 2026	**Regular Town Council Meeting at 6:00pm**
Friday, July 3, 2026	Independence Day Holiday observed – Town Offices Closed
Monday, July 13, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, July 27, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, August 10, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, August 24, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, September 7, 2026	Labor Day Holiday – Town Offices Closed
Monday, September 14, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, September 28, 2026	**Regular Town Council Meeting at 6:00pm**
Monday, October 12, 2026	**Regular Town Council Workshop at 6:00pm**
Monday, October 26, 2026	**Regular Town Council Meeting at 6:00pm**
Wednesday, November 11, 2026	Veterans Day Holiday – Town Offices Closed
Monday, November 9, 2026	**Regular Town Council Workshop at 6:00pm**
***Monday, November 16, 2026**	**Regular Town Council Meeting at 6:00pm**
Thursday-Friday, November 26-27, 2026	Thanksgiving Holidays – Town Offices Closed
***No workshop meeting scheduled**	
***Monday, December 14, 2026**	**Regular Town Council Meeting at 6:00pm**
Thurs, Fri, & Mon Dec. 24, 25, & 28, 2026	Observed Holidays – Town Offices Closed
Friday, January 1, 2027	2027 New Year's Holiday – Town Offices Closed

Proposed Amendments to
Town Council Rules of Procedure
January 2026

Rule 8. Organizational Meeting, Oath of Office, Selection of Vice Mayor

The council will hold its organizational meeting on the 2nd Monday of December at 6pm following each general election in which council members are elected ~~on the date and at the time of council's first meeting in December following each general election in which council members are elected~~. The organizational meeting may not, however, be held before municipal election results are officially determined, certified, and published as required by law.

As the first order of business at the organizational meeting, all newly elected members of council must take and subscribe the oath of office set out in Article VI, Section 7, of the North Carolina Constitution. Each member's oath must be filed with the town clerk. Although a member who is not present for the organizational meeting may take the oath of office at another time, every member must take, subscribe, and file the oath before they begin performing any of the duties of the member's office.

~~As the second order of business at~~ At the organizational meeting, the council shall also elect from among its members a vice mayor, who shall serve at the council's pleasure. The vice mayor shall be elected by motion and majority vote of council, with the mayor and all council members being eligible to vote.

Rule 9. Regular Meetings

(a) **Regular Meeting Schedule**. The Council shall typically hold a regular meeting on the 4th Monday of each month and a regular workshop meeting on the ~~3rd Tuesday~~ 2nd Monday of each month. These meetings shall be held in the Council Chambers and Community Room of Town Hall, located at 30 South Main Street, Weaverville, NC, and shall begin at 6:00 pm. The council shall adopt a meeting schedule each year ~~consistent with~~ guided by this rule, with adjustments to account for holidays, elections, or other matters allowable. A copy of the council's current meeting schedule shall be filed with the town clerk and posted on the town's website.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 2, 2026
SUBJECT:	Board Appointments
PRESENTER:	Mayor Lawrence
ATTACHMENTS:	Proposed Rosters – Planning Board and Board of Adjustment

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor recommends that Town Council consider appointments to fill vacancies on the Planning Board and Board of Adjustment that have occurred as a result of the recent municipal election and resignations.

His recommendations are described below.

COUNCIL ACTION REQUESTED:

Town Council is asked to make appointments as recited in the following motion:

I move the approval of the following board appointments:

Tom Flournoy – appointment as a regular member of the Planning Board to serve an unexpired term ending September 2027

Teddy Bourgeois - appointment as an alternate member of the Planning Board to serve an unexpired term ending September 2028

Eleanor Mrozkowski - appointment as an alternate member of the Planning Board to serve an unexpired term ending September 2027

Paul DeCrosta – appointment as a regular member of the Board of Adjustment to serve an unexpired term ending September 2026

David Dobbins - appointment as an alternate member of the Board of Adjustment to serve a term ending September 2028

WEAVERVILLE PLANNING BOARD				
Regularly meets 1st Monday of the month at 4 pm in Community Room/Council Chambers at Town Hall				
NAME AND POSITION	**CONTACT INFORMATION**	**FIRST APPT**	**DATE OF APPT**	**TERM (3 YEARS)**
Jane Kelley Regular Member *Chair*	31 Moore Street	2021	August 2023	September 2023 – 2026
Michael Sollazzo Regular Member *Vice Chair*	118 S. Main St.	2024	August 2025	September 2025 – 2028
Donna Mann Belt Regular Member	53 Highland Street	2021	August 2023	September 2023 – 2026
Jonathan Brown Regular Member	175 N. Main St.	2024	August 2025	September 2025- 2028
Tom Flournoy Regular Member	1 High Meadow Drive	2025	January 2026	Jan 2026 – Sept 2027
Teddy Bourgeois Alternate Member	6 Oakwood Drive	2026	January 2026	Jan 2026 – Sept 2028
Eleanor Mrozkowski Alternate Member	53 ½ Lakeshore Drive	2026	January 2026	Jan 2026 – Sept 2027
James Eller Planning Director	828-484-7002 (direct line) jeller@weavervillenc.org			
Jennifer Jackson Asst Town Manager	828-442-1858 (cell) jjackson@weavervillenc.org			
Graham Crawford Town Planner	828-484-7003 (direct line) gcrawford@weavervillenc.org			

Last updated January 2026

WEAVERVILLE BOARD OF ADJUSTMENT				
Regularly meets 1st Monday of the month at 6:00 pm in January, April, July, October in Community Room/Council Chambers at Town Hall				
NAME AND POSITION	**CONTACT INFORMATION**	**FIRST APPT**	**DATE OF APPT**	**TERM (3 YEARS)**
Cynthia Wright Regular Member *Vice Chair*	88 Hillcrest Drive	2014	August 2024	September 2024 – 2027
Paul Clauhs Regular Member	74 Hamburg Drive	2011	August 2025	September 2025 – 2028
Roger Parkin Regular Member	57 Church Street	2017	August 2023	September 2023 – 2026
Larry Murray Regular Member	7 Alexander Road	2021	August 2024	September 2024 –2027
Paul DeCrosta Regular Member	73 Lofton Street	2023	January 2026	Jan 2026 – Sept 2026
David Dobbins Alternate Member	32 South College Street	2026	January 2026	Jan 2026 - Sept 2028
Alternate Member				?? - Sept 2026
James Eller, Zoning Administrator	828-484-7002 (direct line) jeller@weavervillenc.org			
Jennifer Jackson Asst Town Manager	828-442-1858 (cell) jjackson@weavervillenc.org			
Graham Crawford Planner	828-484-7003 (direct line) gcrawford@weavervillenc.org			

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 2, 2026
SUBJECT:	Approval of Amendment to Rules of Procedure for Planning Board and Board of Adjustment – Meetings
PRESENTER:	Planning Director Eller
ATTACHMENTS:	Amendment Approved by Planning Board Amendments Approved by Board of Adjustment

DESCRIPTION/SUMMARY OF REQUEST:

On September 2, 2025, the Planning Board adopted an amendment to its Rules of Procedure which changed its normal regular meeting day to be the first Monday of the month at 4 pm.

On January 12, 2026, the Board of Adjustment approved amendments to its Rules of Procedure to shift from monthly meetings, which have not been needed in several years, and adopt a quarterly meeting schedule with meetings to occur on the first Monday in January, April, July, and October at 6 pm. and to move their organizational meeting from September to their October meeting.

Rules of Procedures and amendments to the Rules that are adopted by the Planning Board must also be approved by Town Council.

TOWN COUNCIL ACTION:

Town Council is asked to approve the attached amendments adopted by the Planning Board. The following motion could be used for that purpose:

> *I move that we approve the amendments to the Rules of Procedure for the Planning Board and Board of Adjustment as they were adopted by those Boards.*

Planning Board of Adjustment – Rules of Procedure - Amendments

Rule 1. Regular Meetings – The Board should adopt a regular schedule of meetings for each calendar year. The regular schedule shall indicate the date, time and location of the Board's regular meetings and shall be filed with the Town Clerk and the Secretary of the Planning Board. In the event that the Board fails to adopt a regular schedule of meetings, then the meeting shall be held on the first Monday of each month within Council Chambers of the Weaverville Town Hall located at 30 South Main Street, Weaverville, North Carolina, and shall begin at 4:00 p.m.

Board of Adjustment – Rules of Procedure - Amendments

Section 2. Officers and their Duties –

(a) Chair. A Chair shall be elected by the full membership of the Board of Adjustment from among its regular members. His/her term shall be one year or until a successor is elected, beginning in October of each year , and he/she shall be eligible for re-election. The Chair shall decide on all points of order and procedure, subject to these rules, unless directed otherwise by a majority of the Board in session at the time. The Chair shall appoint any committees found necessary to investigate any matters before the Board.

Section 5. Meetings

(a) Regular Meetings. Regular meetings of the Board shall be held on a quarterly basis with meetings held on the first Monday in January, April, July, and October at 6:00 p.m. Meetings will be held in the Council Chambers of Town Hall, provided that meetings may be held at any other convenient place in the Town if the Chair so directs before the meeting. The Clerk to the Board shall make the schedule of regular meetings available to the public and shall post a copy of the schedule on the Town website. Regular meetings and hearings may be rescheduled by the Chair if a scheduled meeting or hearing cannot be held because of a holiday, weather, lack of a quorum, or other unusual circumstance. Notice of a rescheduled or relocated meeting shall be provided in the same means as required for a special meeting. Regular meetings are subject to cancellation by the Chair if there is no business for the Board. When an evidentiary hearing will be conducted at a regular or special meeting, all required notices to the parties must be provided within the times set by state law and Town Code of Ordinances.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 2, 2026

SUBJECT: WTP Resiliency Project - Change Order #1

PRESENTER: Public Works Director Reece

ATTACHMENTS: Change Order No. 1 and Documentation

DESCRIPTION/SUMMARY OF REQUEST:

TP Howard has been working at the Water Treatment Plant on the resiliency projects that include the installation of the backup generator at the raw water intake and the chlorine gas conversion.

The proposed Change Order #1 is proposed to add a needed manhole and to increase a testing allowance. These changes will add $12,681 but not extend out the substantial completion date of May 9, 2026.

The Town Manager and Public Works Director recommend that Town Council approve this change order.

COUNCIL ACTION REQUESTED:

Town Council action to approve the Change Order No. 1 as presented, with the following suggested motion:

> *I move the approval of Change Order No. 1 to the TP Howard Contract as presented.*

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

Change Order No. 1

Date of Issuance: 1/12/26	Effective Date:
Owner: Town of Weaverville	Owner's Contract No.:
Contractor: T.P. Howard's Plumbing Co., Inc.	Contractor's Project No.: UT25-424
Engineer: WithersRavenel	Engineer's Project No.: 22-0112
Project: Weaverville Raw Water Generator Placement and Chlorine Conversion	Contract Name:

The Contract is modified as follows upon execution of this Change Order:

Description: Install sanitary sewer manhole in the place of an existing manhole shown on plans that was not in the field. Account for portion of the Geotechnical Testing that exceeded the allowance.

Attachments: *[List documents supporting change]* Change Order Worksheet & Quote

CHANGE IN CONTRACT PRICE	**CHANGE IN CONTRACT TIMES**
	[note changes in Milestones if applicable]
Original Contract Price:	Original Contract Times:
	Substantial Completion: 5/9/26
$ 1,818,568.00	Ready for Final Payment: 6/8/26
	days or dates
[Increase] [Decrease] from previously approved Change Orders No. 0 to No. 1:	[Increase] [Decrease] from previously approved Change Orders No. __ to No. __:
	Substantial Completion: 5/9/26

EJCDC
ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

$ 0.00	Ready for Final Payment: 6/8/26 ____ days
Contract Price prior to this Change Order: $ 1,818,568.00	Contract Times prior to this Change Order: Substantial Completion: 5/9/26 ____ Ready for Final Payment: 6/8/26 days or dates
[Increase] [Decrease] of this Change Order: $ 12,681.00	[Increase] [Decrease] of this Change Order: Substantial Completion: 0 Days Ready for Final Payment: 0 Days
Contract Price incorporating this Change Order: $ 1,831,249.00	Contract Times with all approved Change Orders: Substantial Completion: 5/9/26 Ready for Final Payment: 6/8/26

RECOMMENDED:	ACCEPTED:	ACCEPTED:
By: Lindsay L. Mize	By:	By: Digitally signed by John Mathews DN: C=US, E=johnm@tphowards.com, O=T.P. Howards Plumbing, Co., Inc.', CN=John Mathews Reason: I am approving this document Date: 2026.01.12 07:57:41 -05'00'
Engineer (if required)	Owner (Authorized Signature)	Contractor (Authorized Signature)
Title: Senior Project Engineer	Title:	Title: Senior Project Manager
Date: 1/12/2026	Date:	Date: 1/12/26

Approved by Funding Agency (if applicable)

By: Date:

Title:

CHANGE ORDER NAME:	PROJECT NAME:	DATE:	PROJECT NUMBER:		Change Order Proposal #:
Missing Manhole	Town of Weaverville Raw Water Generator Placement & Chlorine Conversion	1/12/2026	UT25-424		1 - REV 3

QUANTITY	UNIT	DESCRIPTION	Total	Proposed Sub	NOTES
1	LS	Manhole, Boots, Etc.	$ 3,035	*TPH*	
1	LS	Installation Labor - 1 day	$ 3,000	*TPH*	
1	LS	Testing Allowance Overage	$ 5,615	*BLE*	**No aditional OH&P applied to this total**
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	

Credit Proposals

0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	
0	-	-	$ -	-	

Total	**$**	**11,650**
Credit Total	**$**	**-**
Sub Total	**$**	**11,650**
OH&P	*$*	*905*
Bond	*$*	*126*
Total	***$***	***12,681***
Grand Total	***$***	***12,681***

THIS CHANGE WILL REQUIRE: (0) ADDITIONAL DAYS TO THE CONTRACT

FORTILINE WATERWORKS

QUOTE

CUSTOMER NO	QUOTING BRANCH	QUOTE NO	QUOTE DATE	PAGE
201265	FORTILINE ASHEVILLE	6768054	12/11/25	1

CUSTOMER

T P HOWARD'S PLUMBING CO INC
90 NUMBER NINE ROAD
FAIRVIEW, NC 28730

PROJECT INFORMATION

WEAVERVILLE RAW WATER MH'S

LINE	QTY	UOM	DESCRIPTION	UNIT PRICE	TOTAL PRICE
			********** IF, AFTER THE DATE OF THIS QUOTE, ANY NEW OR INCREASED TARIFFS, DUTIES OR OTHER GOVERNMENT-IMPOSED COSTS ON MATERIALS USED IN THE WORK BECOMES EFFECTIVE, THE CONTRACT PRICE SHALL BE ADJUSTED TO REFLECT THE ACTUAL INCREASED COST TO FORTILINE. FORTILINE SHALL PROMPTLY NOTIFY THE CUSTOMER OF ANY SUCH COST IMPACT. FAILURE OF FORTILINE AND THE CUSTOMER TO AGREE ON ANY PRICE ADJUSTMENT SHALL NOT RELIEVE THE CUSTOMER'S OBLIGATION TO PAY THE INCREASED COST. **********		
10					
20					
30	1	EA	5'DIA 3' BASE	1,352.5700	1,352.57
40	1	EA	5'DIA 32" CONE	741.8600	741.86
60	1 ~~3~~	EA	8 MANHOLE BOOT F/PVC	61.0100	61.01 ~~183.03~~
70	2	EA	12" MANHOLE BOOT F/PVC-DIP	109.5500	219.10
90	1 ~~2~~	EA	669-KL R&C M/SEWER SOLID USF	399.4200	399.42 ~~798.84~~
110	6 ~~8~~	EA	1"X14'6" CONC JT SEALANT	10.4700	62.82 ~~83.76~~
				Subtotal:	2,836.78 ~~4,333.71~~
				Tax:	198.57 ~~303.35~~
				Bid Total:	3,035.35 ~~4,637.06~~

ALL STOCK DELIVERIES ARE SUBJECT TO SHIPPING CHARGES

All PVC and HDPE material is quoted for shipment within 7 days of quote/bid date. All other material is quoted for shipment within 30 days of quote/bid date.
After 7 days for PVC and HDPE or 30 days for all other material, ALL quoted prices are subject to review based on current market conditions.

Ent By SCS 12/11/25 10:58:43

BIDCNEW

Testing Allowance Worksheet

Original Testing Quote	$ 14,153.00
Removal of Seismic Scope:	$ (575.00)
New Total:	$ 13,578.00
Contractor OH&P (15%):	$ 2,037.00
Updated Final Total:	**$ 15,615.00**
Testing Allowance in Base Bid:	$ 10,000.00
Difference:	**$ 5,615.00**

November 4, 2025

T.P. Howard's Plumbing
90 Number Nine Road
Fairview, North Carolina 28730

Attention: Mr. John Mathews
Email: johnm@tphowards.com

Subject: **Proposal for Materials Testing Services**
Weaverville Raw Water Generator Placement and Chlorine Conversion
50 State Rd 1769
Weaverville, North Carolina 28787
BLE Proposal Number P25-28077

Dear Mr. Mathews:

Bunnell-Lammons Engineering, Inc. (BLE) appreciates the opportunity to submit this proposal to provide construction materials testing services for the Weaverville Raw Water Generator Placement and Chlorine Conversion located at 50 State Road 1769 in Weaverville, North Carolina 28787. BLE was provided the project drawings via email from Mr. John Mathews on October 28, 2025. Included in this proposal are the following main items:

- Project Information
- Firm Qualifications
- Testing and Inspections Operating Procedures
- Proposed Testing and Special Inspections Scope of Services
- Compensation
- Authorization
- Estimated Costs
- Unit Price Fee Schedule

PROJECT INFORMATION

BLE understands the project to consist of the placement of a new raw water generator, bulk chemical feed and loading dock expansion with associated drive lanes and sitework. Plans show the new generator supported on a slab-on-grade placed on new stonebase material. The bulk chemical feed calls for the proposed construction of a concrete containment area to house two (2) – twelve foot (12') diameter chlorine tanks each with a capacity of 10,000 gallons. A new metal roofing structure will be constructed above the tanks. All proposed construction is shown to be supported by shallow spread footings with a presumed maximum allowable bearing capacity of 2,000 PSF. At the time of this proposal, a geotechnical

report was not available. Testing and inspections will be performed in accordance with the approved plans and specifications.

FIRM QUALIFICATIONS

Background

Bunnell-Lammons Engineering, Inc. (BLE) was founded in 1996 as an environmental, geotechnical and construction materials engineering and testing firm headquartered in Greenville, South Carolina. BLE provides services to municipal, commercial, industrial and architectural/design engineering clients throughout the Southeastern United States. The Principals and Senior Associates of BLE have worked together since 1988 and were formerly employed by one of the largest international engineering firms in the United States - each serving as officers, principals, department managers or senior project managers. Our staff is comprised of registered engineers, geologists and technicians in the fields of geotechnical engineering, civil engineering, hydrogeology, geology, environmental science and compliance, and construction materials engineering and testing.

The BLE staff professionals have diverse backgrounds, including experience with other organizations in the private, public and government sectors. Our environmental professionals are involved in scientific research on the latest technical trends, and our staff regularly presents technical papers to professional societies and conferences. Many BLE professionals serve within professional organizations and on professional councils, working closely on the development of policies, technologies, guidance and regulations that affect their respective industries. This involvement allows our company to capitalize on regulatory and technical knowledge specific to a certain area, state or locale.

Certifications and Experience

At BLE, we intently focus our staff on utilizing their depth of project experience, technical analysis techniques and knowledge of current developments to seek out cost effective solutions for our clients. Our Fletcher, North Carolina office staff and laboratory is capable of performing the soil and concrete testing associated with this project. We currently have more than 17 technicians and engineers locally in our Fletcher office capable of performing the testing required for this project. Many of our technicians and engineers are certified by ACI and/or ICC. Resumes and/or certification of our proposed project team are available upon request.

TESTING & INSPECTIONS OPERATING PROCEDURES

BLE is staffed and equipped to provide trained, experienced and courteous engineering technicians to the construction site to perform all required testing. We also provide prompt engineering consultation when requested. Additionally, we operate a construction materials laboratory for testing soil and conventional construction materials. Our team is committed to meeting our client's requirements and assisting in successful project completion.

An integral aspect of successful project completion is timely and accurate communication. It is our policy to keep both the owners' representative and contractor apprised of all test results. Our method of communication is two-fold**: 1)** daily communication with onsite client and contractor representatives and **2)** reports of test results, observations and recommendations are issued electronically for the project distribution. In addition, concrete test results are reported daily. We call when test results indicate low compressive strength. In summary, we are committed to meeting our client's needs and we will provide responsive, courteous and technically proficient service.

TESTING AND SPECIAL INSPECTIONS SCOPE OF SERVICES

Based upon the provided plans, our experience with similar construction projects, the following inspection services are expected during this construction:

Soils

- Observe excavating operations to determine when the specified materials have been exposed.
- Obtain representative Proctor samples and conduct laboratory testing of proposed structural fill.
- Perform field density tests on fill and backfill soils placed in structural areas.
- Make observations and test the soils in building footing excavations to evaluate the exposed soil conditions relative to the specified foundation design.
- Observe proofrolling of the subgrade soils in the building pads and paving areas.
- Report daily soils testing activities to your representative.

Cast-in-Place Concrete (Including Reinforcing)

- Review concrete batch tickets for compliance with approved mix design from an approved supplier.
- Inspect reinforcing steel for size, spacing, clearance, lap, cover, positioning, grade of reinforcing steel, and free of form oil or other deleterious materials.
- Inspect anchors cast in concrete for size, positioning and embedment. Inspect concrete placement and consolidation around anchors.
- Obtain samples and perform tests on plastic concrete in the field including slump, air content and temperature.
- Make five concrete cylinder specimens for compressive strength testing, unless otherwise requested.
- Cure, test, and report concrete specimen test results. Standard break data to be 1-7 day, 3-28 days, and 1 hold/reserve specimen.
- Report daily concrete testing activities to your representative.

Structural Steel

- Review of welder certifications and identification markings on wide-flange shapes, high-strength bolts, nuts and welding electrodes.
- Inspection of welded and bolted connections of the structural steel.
- Inspection of metal decking fasteners.

Seismic Resistance Anchorage of Emergency Electrical Equipment

- Periodic inspection of the connections for the seismic resistance anchorage of emergency electrical equipment.

Subgrade, Base Course, and Asphalt/Concrete Pavement Testing

- Observe proofrolling of the subgrade subsequent to placement of base course materials.
- Observe proofrolling of the stone base course prior to asphalt and concrete placement.
- Conduct laboratory compaction tests on representative stone base in general accordance with ASTM D-1557.
- Perform field density tests on stone base placed in structural areas.
- Observe concrete pavement placement and cast test cylinders for compressive strength testing.
- Report daily testing activities to your representative.

Additional Services

- If requested, firestop system, exterior waterproofing, and joint sealant inspections can also be provided but are not included in this estimate.

To accomplish this scope of services, we will assign a project manager to direct BLE's work on the project. They will provide experienced personnel as requested by your representative. The project manager will review the daily observations, test results and reports prepared by our engineering technicians.

COMPENSATION

Costs associated with special inspections and construction materials testing services are dependent on multiple factors. These factors include the scope of testing, owner's intention, quantities of materials and the contractor's schedule. With this consideration and based on our understanding of the project documents provided via email from Mr. John Mathews on October 28, 2025, we estimate the following fees to be $14,152.50.

The above budget allowance is detailed on the attached Cost Estimate worksheet and is based on our experience with similar projects, the project drawings and the anticipated scope of testing. The estimate outlines initial evaluations only and does not include re-inspections or re-evaluations. Our costs may vary depending on the actual working schedule.

If selected, we will carefully monitor our costs throughout the project duration and inform your representative of potential overruns as well as cost saving ideas. Overruns will be justified and mutually agreed upon by both parties prior to invoicing. ***Should the actual fees come in under the estimate, the remaining estimated fees will not be billed to the client.***

SCHEDULING

We will provide BLE personnel for this project at the request of your representative. We request 24-hour notice prior to providing on-call personnel to enable us to schedule the work efficiently. To schedule BLE's service, please call/text BLE's scheduling line at 828-707-2367.

BLE's services will be performed on an as-requested basis and all scheduling of BLE's services shall be the sole responsibility of Client or a third party identified by Client. It is Client's responsibility to ensure that any such third party is aware of BLE's services as such are set out in the attached scope of work. BLE shall not be liable for any claims or damages in the event tests/inspections/services are not performed due to a failure to timely schedule BLE' services. BLE shall have no duty to inform Client or any other party of any failure to schedule BLE's services.

AUTHORIZATION

To authorize us to provide the proposed services, please sign the attached Proposal Acceptance Sheet and return the copy to us. If you have any exceptions or special requirements not covered in this proposal, they should be listed on the Proposal Acceptance Sheet. The Terms and Conditions listed on the Proposal Acceptance Sheet are part of this proposal and will be included in any agreement entered into between us.

Should you elect to authorize us to provide the proposed services by issuing us a purchase order, please cross out and initial wording that does not apply to service contracts and reference this proposal in the purchase order.

We appreciate your consideration of BLE for this work. We are looking forward to providing our services to you on this and future projects.

Sincerely,

BUNNELL-LAMMONS ENGINEERING, INC.

Joseph Taylor, E.I.T.
Group Leader | Construction Testing Services

James J. Belgeri, P.E.
Senior Consultant

Attachments: Fee estimate, Fee schedule, Proposal Acceptance Sheet, and Important Information about this Proposal

FEE ESTIMATE[1,2,3,4,5]

Weaverville Raw Water Generator Placement

BLE Proposal Number P25-28077

	Construction Materials Testing / Special Inspections							
Field Services	***Mass Grading & Utilities -***							
	I. Field Density Tests (Grading and Utilities):							
	Project Engineering Technician	$65.00 /hr x	5	hrs/visit x	2	visits =	$	650.00
	Soils and Foundations -							
	I. Proofrolling Building Pad and Pavement Areas:							
	Project Engineering Technician	$65.00 /hr x	3	hrs/visit x	4	visits =	$	780.00
	II. Subgrade Evaluation / Foundation Bearing Evaluation:							
	Project Engineering Technician	$65.00 /hr x	3	hrs/visit x	2	visits =	$	390.00
	Stone Base and Pavement -							
	I. Stone Base Testing							
	Senior Engineering Technician	$80.00 /hr x	5	hrs/vst x	2	visits =	$	800.00
	I. Asphalt Pavement Testng							
	Senior Engineering Technician	$80.00 /hr x	8	hrs/vst x	1	visits =	$	640.00
	Concrete and Reinforcing Steel -							
	I. Concrete (Foundations/Slabs/Misc Structures):							
	Project Engineering Technician - Footings	$65.00 /hr x	5	hrs/pour x	2	pours =	$	650.00
	Project Engineering Technician - Walls	$65.00 /hr x	6	hrs/pour x	2	pours =	$	780.00
	Project Engineering Technician - Piers	$65.00 /hr x	5	hrs/pour x	1	pours =	$	325.00
	Project Engineering Technician - Slab-on-grade	$65.00 /hr x	6	hrs/pour x	2	pours =	$	780.00
	Concrete Cylinder Pickups	$65.00 /hr x	1.5	hrs/visit x	7	visits =	$	682.50
	Steel -							
	I. Welded and Bolted Connections:							
	Structural Steel Inspector	$115.00 /hr x	5	hrs/visit x	1	visits =	$	575.00
	II. Decking:							
	Structural Steel Inspector	$115.00 /hr x	5	hrs/visit x	1	visits =	$	575.00
	III. Seismic Resistance Anchorage of Emergency Electrical Equipment:							
	Structural Steel Inspector	$115.00 /hr x	5	hrs/visit x	1	visits =	$	575.00
Support Services	***Laboratory Testing -***							
	I. Concrete and Masonry							
	Concrete Test Cylinder (Footings)	$20.00 /cyl x	5	cyls/set x	1	set/pour x	2 pours = $	200.00
	Concrete Test Cylinder (Walls)	$20.00 /cyl x	5	cyls/set x	1	sets/pour x	2 pours = $	200.00
	Concrete Test Cylinder (Piers)	$20.00 /cyl x	5	cyls/set x	1	sets/pour x	1 pours = $	100.00
	Concrete Test Cylinder (Slab-on-grade)	$20.00 /cyl x	5	cyls/set x	2	sets/pour x	2 pour = $	400.00
	II. Soils							
	Standard Proctor Compaction Test	$150.00 /test x			1	samples =	$	150.00
	Atterberg Limits	$125.00 /test x			1	samples =	$	125.00
	Sieve Analysis	$125.00 /test x			1	samples =	$	125.00
	Natural Moisture Test (Soil)	$20.00 /test x			1	samples =	$	20.00
	Truck/Equipment -							
	Truck/Equipment Charge	$85.00 /vst x			28	visits =	$	2,380.00
	Nuclear Guage	$150.00 /vst x			3	visits =	$	450.00

FEE ESTIMATE[1,2,3,4,5]

Weaverville Raw Water Generator Placement

BLE Proposal Number P25-28077

Project Management and Reporting -					
Project Engineer/Manager	$150.00 /hr x	12	hrs = ……	$	1,800.00
Administrative Assistant	$75.00 /hr x	3	hrs = ……	$	225.00
			Special Inspections / CMT Total:	**$**	**14,152.50**

Notes:

[1] Cost estimate is based on our understanding of the request for proposal and drawings provided by Mr. John Matthews with T.P. Howards's Plumbing

2 Estimate may be re-evaluated if construction schedule is provided or the scope is altered.

3 BLE may be able to combine visits for soils, concrete, or cylinder pick-ups in order to provide a cost savings to the project budget.

4 Cost estimate is defined as work performed Monday through Friday with no overtime or work on weekends, holidays, or night work.

5 Truck/Equipment charges includes mileage and expendable supplies.

2026 UNIT RATE FEE SCHEDULE
BUNNELL-LAMMONS ENGINEERING, INC.
PROFESSIONAL SERVICES
ASHEVILLE, NORTH CAROLINA

I.	**TECHNICIAN SERVICES**		
	A.	Project Engineering/Environmental Technician, Per Hour	$ 65.00
	B.	Project Engineering/Environmental Technician II, Per Hour	$ 70.00
	C.	Senior Engineering/Environmental Technician, Per Hour	$ 80.00
	D.	Structural Steel Inspector, ASNT Level II, CWI, PTI Level 1	$ 115.00
	E.	Truck/Equipment Per Visit (border counties; +$30 x number of counties away)	$ 85.00
	F.	Technician Overtime	1.5 Times Hourly Rate
	G.	Administrative/Clerical Support, Per Hour	$ 75.00
II.	**ENGINEERING SERVICES**		
	A.	Staff Engineer/Geologist/Scientist, Per Hour	$ 115.00
	B.	Project Engineer (PE)/Geologist (PG)/Scientist, Per Hour	$ 150.00
	C.	Senior Engineer (PE)/Geologist (PG)/Scientist, Per Hour	$ 200.00
	D.	Consultant Engineer (PE)/Geologist (PG)/Scientist Department Manager, Per Hour	$ 210.00
	E.	Chief Engineer (PE)/Geologist (PG)/Scientist, Per Hour	$ 230.00
	F.	Truck/Equipment charge Per Visit (border counties; +$30 x number of counties away)	$ 85.00
III.	**LABORATORY TESTING SERVICES**		
	A.	Standard Proctor Compaction Test (ASTM D-698 or AASHTO T-99)	$ 150.00
	B.	Modified Proctor Compaction Test (ASTM D-1557 or AASHTO T-180)	$ 175.00
	C.	Compressive Strength of Concrete Test Cylinders and Reserve Cylinders (4"x8")	$ 20.00
	D.	Compressive Strength of Concrete Test Cylinders and Reserve Cylinders (6"x12")	$ 50.00
	E.	Compressive Strength of Shotcrete Panel (up to 5 cores)	$ 250.00
	F.	Additional Compressive Strength Shotcrete Panel Test Cores (per sample)	$ 50.00
	G.	Compressive Strength of Masonry Mortar Cubes	$ 20.00
	H.	Compressive Strength of Masonry Grout Prisms (Includes sawing and capping)	$ 35.00
	I.	Grain Size w/ Wash 200 Sieve, Each	$ 125.00
	J.	Atterberg Limits, Each	$ 125.00
	K.	Natural Moisture Content Test, Each	$ 20.00
IV.	**FIELD SERVICES:**		
	A.	Nuclear Gauge/E-Gauge, Per Day	$ 150.00
	B.	Core Drill and Generator Rental, Per Day	$ 400.00
	C.	UT Machine, Per Day	$ 150.00
	D.	Floor Flatness (D-Meter), Per Day	$ 350.00
	E.	Swiss Hammer, Per Day	$ 100.00
	F.	Photoionization Detector, Per Day	$ 175.00
	G.	Fireproofing Density, Per Test	$ 40.00
	H.	Fireproofing Adhesion/Cohesion, Per Test	$ 40.00
	I.	Water Level Meter, Per Day	$ 65.00
	J.	Product Interface Meter, Per Day	$ 125.00
	K.	Monitoring Well Sampling Kit (bailer, rope, and decontamination supplies), Each Well	$ 45.00
	L.	Intumescent Paint Thickness Gauge, Per Day	$ 75.00

NOTES: Items not listed on this Fee Schedule will be quoted upon request.

The hourly rates for technicians and engineers apply for all time for testing and observations as well as all travel, loadup, and report time. Charges will be based on the position level of the individual performing the services and apply to BLE Employees and subcontract personnel. Overtime is defined as any time over 8 hours per day, from 6 PM to 7 AM, and on Saturdays, Sundays, or holidays.

Miscellaneous expenses will be invoiced at our cost, divided by 0.8.

Version. 10/9/2025

BUNNELL LAMMONS ENGINEERING

30 Park Ridge Drive
Fletcher, North Carolina 28732

Phone (828) 277-0100
Fax (828) 277-0110

PROPOSAL ACCEPTANCE SHEET

The purpose of this sheet is to obtain your written authorization for the performance of services by Bunnell-Lammons Engineering, Inc. ("BLE") and confirm the terms and conditions under which these services are provided as shown below. The Proposal shall remain in effect for a period of thirty (30) days immediately following the date of this Proposal. Should Client fail to accept this Proposal within such time period, this Proposal shall be deemed to be withdrawn.

Compensation for services rendered will be based on the schedules and/or sums described in this Proposal. If BLE is requested to modify the scope of work at your request or if BLE personnel determine during the execution of the Work that a modification of scope is required, BLE will promptly seek and confirm in writing a mutually agreeable revision of the scope of work and associated charges. All services and testing will be performed in accordance with the terms and conditions set out below and applicable specifications, if any, unless otherwise noted. Test results apply only to the materials tested.

Project Name, Proposal Number, and Project Location: Weaverville Raw Water Generator Placement and Chlorine Conversion
BLE Proposal Number P25-28077, 50 State Rd 1769 Weaverville, North Carolina 28787

REPORTS TO BE SENT TO: _____ **Title:** _____

Proposal Acceptance:
This Proposal, along with the Terms and Conditions which are incorporated herein and made a part hereof, are accepted by the Client and BLE on the date set forth below.

SERVICES AUTHORIZED BY: _____
Signature **Date**

Print Name and Title - *If services and/or the provision of materials are to be performed for a corporation or company (hereinafter "company") in which I/we are an officer, employee, director, member or shareholder, I/we do hereby warrant that I/we have the authority to bind the company.*

Company Name

Address

City State Zip Code

PARTY RESPONSIBLE FOR SCHEDULING BLE'S SERVICES: _____ **Phone Number:** _____

FOR PAYMENT OF CHARGES: (BLE should send invoices to)

Email Address: _____

Firm: _____ **Attention:** _____

Address: _____ **City, State:** _____

Zip Code: _____ **Phone Number:** _____ **Fax Number:** _____

SPECIAL INSTRUCTIONS: _____

TERMS AND CONDITIONS

Whereas, Client is seeking engineering, consulting, testing and/or environmental or other services in regard to services associated with a property or properties (the "project site") and/or services associated with a specific activity or activities (the "Services and/or the "Work"). Therefore, in consideration of the mutual covenants and agreements contained and the payments to be made as herein provided, Bunnell-Lammons Engineering, Inc., (hereinafter "BLE") and Client (collectively, the "Parties") agree as follows (the "Agreement").

1. SERVICES TO BE PROVIDED. BLE, through and by its officers, employees and subcontractors, is an independent contractor and agrees to provide Client, for its sole benefit and exclusive use, the Services set forth in BLE's proposal, which is a part of this Agreement. No third-party beneficiaries are intended by this Agreement.

2. PAYMENT TERMS. Client agrees to pay BLE's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of invoice, Client agrees to pay a service charge on the past due amount at 1.5% per month, including attorney's fees and expenses if BLE's fee is collected through an attorney. No deductions shall be made from BLE's invoice on account of liquidated damages unless expressly included in this Agreement. BLE may suspend Services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BLE within 60 days of Client's receipt of BLE's invoice. BLE will issue invoices monthly or more frequently as reasonably required.

3. STANDARD OF CARE AND CERTIFICATIONS. BLE will perform its Services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BLE's profession practicing in the same or similar locality at the time of service. NO OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, IS MADE OR INTENDED BY BLE'S PROPOSAL OR BY BLE'S ORAL OR WRITTEN REPORTS. Nothing in this Agreement or in the Services provided by BLE is intended to create, nor shall it be construed to create, a fiduciary relationship owed by either party to one another. BLE shall not be required to sign any documents, no matter by whom requested, that would result in BLE having to certify, guarantee or warrant the existence of conditions whose existence BLE cannot reasonably ascertain. Client shall not (i) make resolution of any dispute with BLE or (ii) payment of any amount due to BLE in any way contingent upon signing any such certification, guarantee, or warranty.

4. INSURANCE. BLE maintains insurance coverage as follows:
   a. Worker's Compensation Insurance.
   b. Employers Liability Insurance.
   c. Commercial General Liability Insurance.
   d. Professional Errors and Omissions Insurance.

Certificates of Insurance can be provided upon acceptance of this Agreement and upon request.

5. LIMITATION OF LIABILITY. CLIENT AND BLE HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING BLE'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE ASSOCIATED RISKS. TO THE FULLEST EXTENT PERMITTED BY LAW, FOR ADDITIONAL CONSIDERATION FROM BLE OF $10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BLE'S LIABILITY, AND THAT OF ITS OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS TO CLIENT OR ANY ASSIGNEE SHALL BE LIMITED TO AN AGGREGATE OF $50,000 OR BLE'S FEE, WHICHEVER IS GREATER. IF CLIENT PREFERS TO HAVE HIGHER LIMITS OF LIABILITY, BLE AGREES TO INCREASE THE AGGREGATE LIMIT UP TO A MAXIMUM OF $1,000,000 UPON CLIENT'S WRITTEN REQUEST AT THE TIME OF ACCEPTING BLE'S PROPOSAL, PROVIDED CLIENT AGREES TO PAY AN ADDITIONAL CONSIDERATION OF 5% OF BLE'S TOTAL CHARGES, OR $500, WHICHEVER IS GREATER. (THE ADDITIONAL CHARGE FOR THE HIGHER LIABILITY LIMIT IS BECAUSE OF THE GREATER RISK ASSUMED BY BLE AND IS NOT A CHARGE FOR ADDITIONAL INSURANCE.) THIS LIMITATION OF LIABILITY APPLIES TO ALL LAWSUITS, CLAIMS OR ACTIONS, WHETHER IDENTIFIED AS ARISING IN: (I) TORT, INCLUDING, BUT, NOT NECESSARILY LIMITED TO, NEGLIGENCE (WHETHER SOLE OR CONCURRENT), PROFESSIONAL ERRORS OR OMISSIONS, BREACH OF WARRANTY (EXPRESS OR IMPLIED) AND/OR NEGLIGENT MISREPRESENTATION, (II) STRICT LIABILITY, (III) CONTRACT, OR (IV) ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION, BLE'S INDEMNITY OBLIGATIONS TO CLIENT RELATED TO THE SERVICES PROVIDED IN THIS AGREEMENT AND ANY CONTINUATION OR EXTENSION OF BLE'S SERVICES.

IN ADDITION, NEITHER CLIENT NOR BLE OR THEIR SHAREHOLDERS, OFFICERS, DIRECTORS, EMPLOYEES, MEMBERS, AGENTS, AND SUBCONTRACTORS SHALL BE LIABLE TO THE OTHER FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THIS AGREEMENT OR OTHERWISE. THIS MUTUAL WAIVER INCLUDES, BUT IS NOT LIMITED TO, DAMAGES RELATED TO LOSS OF USE, LOSS OF PROFITS, LOSS OF INCOME, LOSS OF REPUTATION, UNREALIZED SAVINGS, OR DIMINUTION OF PROPERTY VALUE AND SHALL APPLY TO ANY CAUSE OF ACTION INCLUDING NEGLIGENCE, STRICT LIABILITY, BREACH OF CONTRACT, AND/OR BREACH OF WARRANTY.

6. SITE OPERATIONS, APPROVALS, PERMITS AND FEES. BLE shall obtain and pay for all permits, licenses, fees, and governmental approvals which may be generally necessary for BLE to perform the type of services it offers to its clients on a non-site-specific basis. However, Client shall be responsible for acquiring all rights-of-entry to the property and, if reasonably necessary, across the property of third parties so that BLE can perform the Services. Client shall be solely responsible for acquiring required building permits, land disturbance permits or any other permit specific to the site and necessary for BLE to perform its Services.

BLE's field personnel are trained to initiate field testing, drilling and/or sampling within a reasonable distance of each designated location. BLE's field personnel will avoid hazards or utilities which are visible to them at the site. If BLE is advised in writing of the presence or potential presence of underground or above ground obstructions, such as utilities, BLE will give special instructions to BLE's field personnel. BLE is not responsible for any damage or loss due to undisclosed or unknown surface or subsurface conditions owned by Client or third parties, except to the extent such damage or loss is caused by BLE's negligence. Otherwise, for the additional consideration of $10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, indemnify, and hold BLE and its shareholders, directors, officers, employees, agents and subcontractors harmless from any such claims, suits or losses, (collectively "Claims") including related reasonable attorney's fees except to the extent such Claims are caused by BLE's negligence or willful misconduct.

BLE will take reasonable precautions to minimize damage to the project site or other property caused by its operations. Unless otherwise stated in BLE's proposal, BLE's charges do not include cost of restoration due to any related damage which may result. If Client requests BLE to repair such damage, BLE will do so for an additional fee.

Field tests or boring locations described in BLE's report or shown on sketches are based on specific information furnished by others or estimates made in the field by BLE personnel. Such dimensions, depths or elevations should be considered as approximations unless otherwise stated in BLE's proposal or report. BLE's observations and sampling, inspection, and testing procedures indicate conditions of materials and construction activities only at the precise location where and precise time when BLE performed the Services. Client acknowledges that conditions of materials and construction activities at other locations may vary from those measured, observed, or inspected, and that conditions at one location and time cannot be relied on to indicate the conditions at other locations and times, even when the materials involved appear to be identical. The observations and tests performed by BLE's by field representative are valid only for the time and location the test is performed. Client acknowledges that outside factors such as construction activity, weather and the passage of time can alter the condition of the material tested or observed. Notwithstanding the foregoing, BLE may make inferences based upon the information derived from performed procedures to formulate professional opinions about conditions in other areas. BLE is responsible only for those data, interpretations, and recommendations about the actual materials and construction activities it observes, inspects, samples, or tests. Even if performed on a continuous basis, Services do not and should not be interpreted to mean that BLE observes, inspects, samples, or tests all materials on or at the project site. BLE is not responsible for other parties' interpretations or use of the information BLE develops.

7. FIELD REPRESENTATIVE. The presence of BLE or its subcontractor's field personnel at a job site, either full-time or part-time, may be for the purpose of providing project administration, assessment, observation, drilling, field testing of specific aspects of the project and/or other services as authorized by Client. Should any party not retained by BLE be involved in the project or otherwise at the job site, Client will advise such party that BLE's Services do not include supervision or direction of the means, methods or actual work of the other party, its employees or agents. Client will also inform the other party that the presence of BLE's field representative at the project site will not relieve the other party of its responsibilities for performing their work safely and lawfully and in accordance with the standard of care set out herein and any applicable plans and specifications.

If a contractor (not a subcontractor of BLE) is involved in the project, Client agrees, that the contractor will be solely and completely responsible for working conditions on the job site /project site, including security and safety of all persons and property during the performance of the work, and compliance with all Client safety requirements and state and OSHA regulations. BLE shall have no responsibility or authority to exercise any control over any contractor or other entity or their employees in connection with their work or any health or safety precautions and BLE shall have no duty for inspecting, noting, observing, correcting, or reporting on security, health or safety deficiencies of the contractor(s) or other entity or any other persons at the site except for BLE'S own employees and subcontractors. These requirements will apply continuously and will not be limited to normal working hours.

It is agreed that BLE will not be responsible for general job or site safety or site security on or at the project site, other than for BLE's employees and subcontractors, and that BLE does not have the duty or right to stop the work of the Client, its contractors or any third parties.

8. TESTING AND OBSERVATIONS. Client understands and acknowledges that testing, drilling and observation are separate sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. BLE will provide test results and opinions based on tests and field observations only for the locations tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce – not eliminate – project related risk. The presence of BLE'S personnel at a construction site is for the purpose of providing Client a greater degree of confidence that the completed work will conform generally to the Contract Documents. However, BLE neither guarantees the performance of contractors or other entities nor assumes responsibility for a contractor's failure to perform its work in accordance with the Contract Documents. Client agrees to the level or amount of testing performed and the associated risk. BLE shall not be held responsible for the quality and completeness of contractor's work or contractor's adherence to the project documents, and BLE's performance of testing and observation Services shall not relieve contractor in any way from its responsibility for defects discovered in its work or create any warranties or guarantees. BLE will not supervise or direct the work performed by contractor or such contractor's subcontractors and is not responsible for their means and methods.

9. UNFORESEEN CONDITIONS OR OCCURRENCES. It is possible that unforeseen conditions or occurrences may be encountered at the site which could substantially alter the Services, or the risks involved in completing BLE's Services. If this occurs, BLE will promptly notify and consult with Client, but will act based on BLE's sole judgment where risk to BLE personnel is involved. Possible actions could include:

a. Complete the original Scope of Services in accordance with the procedures originally intended in BLE's proposal,

b. Agree with Client to modify the Scope of Services and the estimate of charges to include study of the unforeseen conditions or occurrences, with such revision agreed to in writing; or,

c. Terminate the Services effective on the date specified by BLE in writing.

10. SAMPLES, INVESTIGATION DERIVED WASTE, DISPOSAL, RETENTION. Test specimens or samples generally are consumed or substantially altered during testing and any remnants are disposed of immediately upon completion of tests. Non-hazardous investigation derived waste, including but not limited to, samples, drill cuttings, purge water and other wastes ("IDW") may be left or used on-site or disposed of by BLE for an additional charge at an appropriately licensed facility. With regard to IDW that contains asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents ("hazardous IDW"), Client will provide a secure temporary storage location at or near the project site to prevent tampering with such containerized hazardous IDW and BLE, in BLE's sole discretion, either: 1) return the hazardous IDW to Client for proper disposal or 2) using a manifest signed by Client or Client's client as generator and for an additional fee, have the hazardous IDW transported to an appropriate location selected by Client for final disposal, or, (3) otherwise safely dispose of the hazardous IDW. Client agrees to pay all costs associated with the storage, transporting and disposal of hazardous IDW. Client recognizes and agrees that BLE is acting as a bailee and at no time assumes title, constructive or expressed, to any hazardous or non-hazardous IDW. If Client wishes BLE to retain any non-hazardous IDW, then, at Client's written request, BLE will use reasonable efforts to retain preservable IDW or the residue therefrom but only for a mutually acceptable time and for an additional charge. BLE reserves the right to refuse storage of any IDW. Client agrees that BLE is not responsible or liable for loss of hazardous or non-hazardous IDW retained in storage.

11. *CLIENT DISCLOSURE. Client agrees to advise BLE upon execution of this Agreement of any hazardous substance or any condition, known or that reasonably should be known by Client, existing in, on, or near the site that presents a potential danger to human health, the environment, or BLE's equipment. Client agrees to provide BLE continuing related information as it becomes available to the Client. By virtue of entering into this Agreement or providing services hereunder, BLE does not assume control of or responsibility as an operator or otherwise for the site or the person(s) in charge of the site, or undertake responsibility for reporting to any federal, state or local public agencies any conditions at the site that may present a potential danger to public health, safety or the environment. Client agrees under advice of its counsel to notify the appropriate federal, state or local public agencies as required by law; or otherwise, to disclose, in a timely manner, any information that may be necessary to prevent damage to human health, safety, or the environment.

12. *ENVIRONMENTAL INDEMNITY. In connection with asbestos, petroleum products, regulated substances and/or toxic or hazardous substances or constituents (collectively "toxic or hazardous substances or constituents") and to the maximum extent permitted by law and for separate and valuable consideration of $10.00, the receipt and sufficiency being hereby acknowledged, Client agrees to defend, hold harmless and indemnify BLE from and against any and all claims, liabilities, or judgments, except to the extent finally determined as being caused by BLE's negligence or willful misconduct, resulting from:

a. Client's violation of any federal, state, or local statute, regulation or ordinance relating to the management or disposal of toxic or hazardous substances or constituents,

b. Client's undertaking of or arrangement for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site,

c. Toxic or hazardous substances or constituents introduced at the site by Client or third persons before, during or after the completion of BLE's Services,

d. Allegations that BLE is a handler, generator, operator, treater, storer, transporter, or disposer under the Resource Conservation and Recovery Act of 1976 as amended or any other similar federal, state or local regulation or law due to the BLE's Services unless expressly retained by Client for such Services; or,

e. Any third-party suit or claim for damages against BLE alleging strict liability, personal injury (including death) or property damage from exposure to or release of toxic or hazardous substances or constituents at or from the project site before, during or after completion of BLE's Services under this Agreement.

13. *EQUIPMENT CONTAMINATION. BLE will endeavor to clean its laboratory and field equipment which may become contaminated in the conduct of BLE's Services. Occasionally, such equipment cannot be completely decontaminated because of the type of hazards encountered. If this occurs, it will be necessary to dispose of the equipment in a manner similar to that indicated for hazardous samples or waste and to charge Client for the loss. Client agrees to pay the fair market value of any such equipment and reasonable disposal costs.

14. DOCUMENTS. BLE will furnish Client the agreed upon number of written reports and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

a. All documents generated by BLE under this Agreement shall remain the sole property of BLE. Any unauthorized use or distribution of BLE's work product shall be at Client's and recipient's sole risk and without liability to BLE. BLE may retain confidential file copies of its work product and documents or information it receives or relies upon so BLE can support and/or defend its work.

b. If Client desires to release, or for BLE to provide, BLE's report(s) to a third party not described above for that party's reliance, BLE will agree to such release provided BLE receives a written request from Client and a written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g. Secondary Client Agreement). Reports provided for disclosure of information only without a right of reliance will not require separate agreement. Client acknowledges and agrees to inform such third party that BLE's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for release creates a potential conflict of interest for BLE and by making such a request, Client waives any such claim of conflict of interest if BLE complies with the request.

c. Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BLE pursuant to this Agreement will not be used for any project not expressly provided for in this Agreement without BLE's prior written approval. BLE shall have no liability for, and Client shall indemnify, defend and hold BLE harmless for any claim, liability, damages or costs arising out of any unauthorized reuse or modification of BLE's documents or other instruments of its service.

d. Client shall furnish documents or information reasonably within Client's control and deemed necessary by BLE for proper performance of BLE's Services. BLE may rely upon Client-provided documents in performing the Services required under this Agreement; however, BLE assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BLE may retain confidential file copies to support its report.

e. Unless directed otherwise by Client, BLE shall provide its reports and other required documentation via digital work product. Client agrees that the written or digital copy retained by BLE in its files shall be the official base document. BLE makes no warranty or representation to Client that the digital copy Client receives is accurate or complete but will correct in good faith any omissions or errors brought to BLE's attention by Client. Any modifications of such digital work product by Client shall be at Client's sole risk and without liability to BLE. Such digital work product is subject to all other conditions of this Agreement.

15. SCHEDULING. Client acknowledges that Client, directly or indirectly through its designee, has the sole right and sole responsibility to determine the extent, frequency, and scheduling of observations, inspections, and/or testing performed by BLE. Client acknowledges that BLE bears no responsibility for damages that may accrue because BLE did not perform such observations, inspections, and/or testing that Client or its designee failed to request or schedule. BLE shall have no duty to inform Client, its designee, or any other party of any failure to schedule BLE's Services.

16. OPINIONS OF COST. If requested, BLE will exercise reasonable efforts and its experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BLE's designs or BLE's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in firm budgeting or negotiation unless specifically agreed otherwise, in writing with BLE. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, site conditions, weather conditions, contractor skills, and many other factors beyond BLE's control.

17. TESTIMONY. Should BLE or any BLE employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing, or trial, in relation to Services provided under this Agreement, and BLE is not a party in the dispute,

then BLE shall be compensated by Client for the associated reasonable expenses and labor for BLE's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BLE such compensation, Client will receive a credit or refund on any related double payments to BLE.

18. GOVERNING LAW. This Agreement shall be governed in all respects by the laws of the State of North Carolina without regard to its conflicts of laws provisions. Causes of action arising out of BLE's Services or this Agreement, regardless of cause(s) or the theory of liability, including, but not limited to, negligence, indemnity or other theory of recovery shall be deemed to have accrued, and the applicable statute of limitations shall commence to run, not later than the date of BLE's substantial completion of the Work. Each party hereby submits to the jurisdiction and venue of any court sitting in Henderson County, North Carolina, for the adjudication of any dispute relating to or arising out of this Agreement or the performance or nonperformance of a party's obligations under this Agreement. The parties hereto irrevocably and unconditionally waive any objection to the laying of venue of any such suit, action or proceeding brought in any such court and waive any claim that any such suit, action or proceeding brought in such court has been brought in an inconvenient forum.

19. PRIORITY OVER FORM AGREEMENT/PURCHASE ORDERS. The Parties agree that the provisions of these terms and conditions shall control over and not be superseded by any provisions of any other documents or writings and may be amended only by written instrument signed by both Client and BLE. Client may issue purchase orders to BLE to satisfy Client's purchasing requirements. It is agreed that the terms and conditions included in such purchase orders shall be considered deleted in their entirety and such terms and conditions shall be void. Unless otherwise specifically stated by Client in writing, Client's request that BLE initiate Services will constitute Client's acceptance of this Agreement and all of its terms and conditions. Any additional or different terms that Client provides in any subsequent acknowledgment, purchase order, task order, or other document that vary from any of the terms herein are hereby objected to and rejected. Any such terms proposed by Client, whether by offer or acceptance, shall be void unless BLE expressly agrees to them in writing.

20. CLAIMS. Except for claims for payment, prior to filing of any suit or arbitration, the parties agree to attempt to resolve any dispute without resorting to litigation or arbitration, including using mediation. However, in the event any claim, including but not limited to claims for payment, results in litigation or arbitration, then the prevailing party shall be entitled to recover from the non-prevailing party the prevailing party's reasonable legal fees and expenses associated with such litigation or arbitration However, if the prevailing party has had only a partial victory, then the court or arbitrator(s) shall make an allocation based on the extent to which the court views the prevailing party as having prevailed. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO CLAIMS FOR PAYMENT FOR SERVICES UNDER THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

21. SURVIVAL. All provisions of this Agreement for payment, indemnity or allocation of responsibility or liability between Client and BLE shall survive the completion of the Services and the termination of this Agreement.

22. SEVERABILITY. In the event any provision of this Agreement is found to be void or unenforceable under law, the court shall instead reform or replace any void or unenforceable provision with a valid and enforceable provision that gives meaning to the intention of the provision or shall strike the provision from this Agreement. The remaining provisions shall continue in full force and effect.

23. ASSIGNMENT. This Agreement may not be assigned by either party without the prior written approval of the other.

24. CONSIDERATION. The parties agree that the charges for BLE's Services are sufficiently adjusted to include any specific consideration payable to Client under these terms and conditions.

25. WAIVER/INTEGRATION. Waiver by either Party of any term, provision or condition of this Agreement shall not constitute a precedent or bind either party to a waiver of any succeeding breach of the same or any other term, provision or condition of this Agreement. This Agreement constitutes the entire agreement between Client and BLE and there are no other agreements, oral or written, by and between the parties hereto, with regard to the particular Services/work set forth in the Proposal.

26. FORCE MAJEURE. Any failure of performance under this Agreement shall not constitute breach if said failure of performance is due to an event or events beyond the reasonable control of the Parties or either of them; such events of force majeure shall include, but not be limited to, weather, acts of God, natural disasters, war and strikes, or governmental orders including, but not limited to, orders affecting the work site or regarding any epidemic, pandemic, or declaration of public health emergency.

An event of force majeure shall extend the completion date of this Agreement for a time equal to the continuation of the force majeure plus any reasonable time necessary to resume Work. Client agrees to pay BLE for all reasonable costs incurred associated with labor and equipment, including subcontractor services, necessary to resume Work.

27. CONFIDENTIALITY. BLE and Client recognize that each of them may encounter written or unwritten confidential information regarding the other Party during the Services set forth in the Proposal. Confidential information means all technical, economic, financial, pricing, marketing or other information that has not been published and/or is not otherwise available to members of the public and includes, without limitation, trade secrets, proprietary information, customer lists, scientific, technical and business studies, analyses, processes, methods, procedures, policies and information. The Party receiving such confidential information agrees to hold as confidential and not to disclose such information.

All drawings, specifications, technical documents of any nature, and copies thereof, prepared pursuant to this Agreement shall be the property of BLE and are to be treated as confidential. They are not to be disclosed to others without BLE's prior written approval. BLE shall treat as confidential all documents and records (the "Documents") belonging to Client or a third party that BLE reviews during the performance of Services set forth in the Proposal. BLE shall not disclose the Documents to any third party without the prior written consent of the Documents' owner or owners, unless such documents have become part of the public record. No articles, papers or treatises related to or in any way associated with the BLE's Services shall be submitted for publication without BLE's prior written consent. BLE may retain copies of all such documents for archival purposes and to support or defend its work.

The confidentiality restrictions herein shall not apply to information that: (1) the Parties had in their possession prior to disclosure; (2) becomes public knowledge through no act or fault of the receiving Party; (3) the receiving Party lawfully acquires from a third party which does not have a confidentiality obligation to the Party to which the information pertains; (4) is independently developed by the receiving Party; or (5) is required to be disclosed by law. Without the express written consent of BLE, this Agreement creates no duties or liabilities of BLE to third parties who may rely on the Work provided or the documents delivered hereunder. The Parties agree that although Client may provide copies of BLE's reports to prospective property purchasers and their agents, no party other than Client, its counsel or appropriate regulatory bodies may rely on the contents of BLE's reports.

28. INDEMNITY. If Client or any of its directors, officers, shareholders, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "Client Affiliates") become subject to any third-party claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims"), caused by:
a. the negligence, gross negligence or willful misconduct of BLE or its directors, officers, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
b. a violation of an applicable statute or regulation by BLE or its Representatives; and/or
c. a breach of this Agreement by BLE or its Representatives;
then BLE shall, subject to the limitation set out in Article 5 above, indemnify and hold harmless Client and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct.

If BLE or any of its shareholders, directors, officers, employees, agents, attorneys, successors, assigns and affiliates (collectively, the "BLE Affiliates") become subject to any third-party claims, losses, damages, penalties, actions, judgments, suits, costs and reasonable expenses (including, without limitation, reasonable fees and disbursements of attorneys and consultants) (collectively, "Claims") caused by:
a. the negligence, gross negligence or willful misconduct of Client or its directors, officers, shareholders, employees, subcontractors, agents and affiliates (collectively, the "Representatives");
b. a violation of an applicable statute or regulation by Client or its Representatives; and/or
c. a breach of this Agreement by Client or its Representatives;
then Client shall indemnify and hold harmless BLE and its Affiliates from and against such Claims. For purposes of the preceding sentence, "negligence" shall be deemed to include both negligent acts and omissions. This indemnification shall only extend to the proportional extent of Client's violation of law, breach of this Agreement, negligence or willful misconduct and shall not extend to the proportional extent of BLE's violation of law, breach of this Agreement, negligence, or willful misconduct.

It is agreed that all reasonably incurred costs of litigation incurred by the Indemnitees including, but not necessarily limited to reasonable attorneys' fees, court costs, consultant costs, expert witness fees, and legal expenses, shall be deemed to be "damages" payable by Indemnitor but only to the proportional extent finally determined as being caused by the willful misconduct, breach of contract, violation of law or the negligence of the Indemnitor.

29. NON-EXCLUSIVITY. The parties recognize and agree that BLE's Services hereunder are to be provided on a non-exclusive basis.

30. TERMINATION. This Agreement terminates automatically when all Services have been performed and when BLE is properly paid for the Services set forth in the Proposal. Either Party may terminate this Agreement without cause upon 30 days written notice to the other Party. In the event Client requests termination prior to completion, Client agrees to pay BLE for all reasonable costs incurred to date and reasonable charges associated with such termination.

31. SIGNAGE. BLE shall be entitled to place a placard or other stand-alone or attached signage on the project site identifying BLE as a future, present or past service provider. Within a reasonable time after BLE's Work is completed or in the event this Agreement is terminated, BLE shall be responsible for removing such signage.

NOTES: **Applies only if toxic or hazardous substances or constituents are anticipated or encountered*.

---------- **END OF DOCUMENT** *PAS NC revision:10-15-24*

IMPORTANT INFORMATION ABOUT THIS

CONSTRUCTION MATERIALS TESTING PROPOSAL

Bunnell-Lammons Engineering, Inc. (BLE) is, among other disciplines, a construction materials testing (CMT) consultant. BLE prepared this proposal, and this section is a part of BLE's proposal to you. It is important that you understand what CMT is and bring your attention to typical issues that may adversely affect CMT services. The purpose of this section of the proposal is to help you manage your risks and to help you understand how to make CMT more effective.

Provide the Project Information Needed to Prepare Reliable Proposals.

Preparing effective proposals with reliable fee estimates requires detailed project information. This information, available from the design team, the general contractor, and/or subcontractors, typically includes:

- construction schedules,
- project plans, specifications, and relevant addenda,
- required tests and frequencies (if not included in the specifications) and
- code requirements.

Changes in the schedule or test quantities can significantly affect the total fee for CMT services. The less detail that is provided, the wider the range of budget/fee will be.

Do Not Assume an Unlisted Service Will Be Provided.

A CMT scope of service identifies every service BLE is proposing to provide. Do not assume BLE will provide a service it has not listed in its proposed scope. If you believe more frequent services or an unlisted service will or should be provided, it is your responsibility to request these additional services.

Rely on a Professional Services Agreement.

CMT services are professional services. Some clients prefer to use their agreements. Many of these agreements are designed for contractors or suppliers, not professionals, and so use terms (e.g., "work" rather than "service") and conditions (e.g., broad form indemnities, warranties, improper standards of care, retainage, and liquidated damages) inappropriate for professional agreements. The inappropriate terms and conditions can result in misunderstandings and disputes. The terms and conditions in the proposal accompanying this document are designed to be fair, reasonable, and appropriate for the relationship you are about to enter into. If you must use your agreement, please consider using a professional services agreement or allow us to make reasonable modifications to help ensure your contract form is appropriate for professional services.

Understand the Difference between Quality Assurance (QA) and Quality Control (QC).

Usually conducted for owners, quality assurance (QA) typically is comprised of the spot-checking of agreed-upon materials so as to indicate the degree of diligence contractors are applying to achieve the project specifications they are contractually required to achieve. The extent of the spot-checking performed is sometimes regulated by codes and ordinances, often specified in project specifications, but is always determined or augmented by owners. It is important that you are aware that more frequent and extensive observation and testing will result in a significantly better evaluation of a contractor's performance. Moreover, in no case would implementing a QA scope of service achieve reliable results for purposes of quality control (QC). For example, QC is generally a more exhaustive set of services a contractor needs to apply to ensure it achieves the project specifications it has contractually agreed to achieve. It is the Contractor's sole responsibility, independent of BLE's scope, to see that project specifications are met.

Understand the Difference between On-Call, Part Time and Full Time Services

Many clients elect to retain CMT services on an on-call, part-time basis. This approach greatly reduces the extent and efficacy of our services. On-call, part-time work frequently consists of intermittent observations, often scheduled by a third party. With part-time work, where, when and what testing/observation occurs is dictated and scheduled by our client or their designated representative. We do not accept any responsibility for performing the required testing when we are not scheduled for work, are not present on-site, or for items requiring testing that we have not been directed to test or observe. We are not responsible for determining what work transpired after prior CMT site visits and/or testing.

Our scope in these cases is strictly limited to providing test results and observations for a given location at a given time. It cannot and should not be extrapolated for broader interpretation.

On-call, part time CMT may offer flexibility and cost-saving opportunities in some scenarios but has several drawbacks and potential disadvantages that should be carefully considered. Such drawbacks include, but are not limited to, the following:

Inconsistent Monitoring: One of the primary drawbacks of on-call CMT is the potential for inconsistent monitoring of construction materials. With testing conducted on a part-time, on-call basis, there's a risk that critical phases of the project may go untested, leading to a lack of data and documentation on material quality during those periods. This can result in uncertainty regarding the project's future performance.

Increased Risk: On-call testing can increase the risk of discovering material issues at later stages of the project. Delayed identification of problems can lead to costly retrofits, rework, or even project shutdowns, which can have substantial financial and timeline implications.

Lack of Regulatory Compliance: Many construction projects are subject to regulatory requirements that demand consistent CMT at specific intervals. On-call testing may not meet these regulatory demands, potentially leading to non-compliance issues and legal complications.

Reduced Quality Assurance: Consistency in CMT is crucial for maintaining quality assurance throughout a construction project. On-call testing may result in a lack of systematic oversight, making it more challenging to detect and rectify deviations from project specifications promptly.

Limited Accountability: In on-call arrangements, clear accountability for materials-related issues may be lacking. When testing is not conducted consistently, it can be challenging to pinpoint responsibility for any defects or deficiencies that arise, leading to disputes and delays in resolution. Moreover, when testing is on-call, the party responsible for scheduling the CMT services may be late, may forget or may choose not to schedule the CMT services. When this happens, the consultant providing CMT services cannot be held responsible when or if the materials to be tested are later determined to be defective.

Difficulty in Cost Estimation: On-call CMT can make it harder to estimate and manage project costs accurately. Unpredictable testing needs may lead to budget overruns, as costs associated with unscheduled testing can be difficult to anticipate and control.

Impact on Project Schedule: The sporadic nature of on-call testing can disrupt project schedules. Waiting for test results when issues arise can cause construction delays, leading to additional costs and contractual disputes.

Full-time CMT provides significant benefits over part-time CMT. The value of full-time CMT lies in its ability to better maintain quality, help control construction costs, and aid in compliance with industry standards. First and foremost, full-time CMT greatly reduces the risk that out-of-specification work will occur and go unnoticed. This reduced risk also proportionally reduces the risk of time and expense required for engineering re-evaluation and/or repairs of out-of-specification work. Identifying and rectifying material-related issues early in the process can save substantial money by avoiding costly rework or retrofitting at a later time. This proactive approach also helps in adhering to project timelines and budgets, reducing the likelihood of unexpected delays and overruns. Full-time CMT is also helpful for compliance with regulatory requirements and industry standards. This not only helps protect against potential legal liabilities but also enhances the reputation and credibility of the construction team. In short, full-time CMT is a wise investment that is reasonably calculated to enhance the long-term performance and success of construction projects, making it a valuable aspect of responsible and professional construction management.

TOWN MANAGER'S REPORT
January 2026

Mayor/Council,

Important Safety Message for Lake Louise
Lake Louise has a thin layer of ice that is forming due to the recent cold temperatures. This lake is **NEVER** safe to walk on as the ice does not get thick enough to safely support the weight of children, adults, or pets. The lake has steep sides, is very deep in spots, and has a lot of vegetative debris under the surface. Injuries and death could easily occur from accidents related to the frozen surface so ***PLEASE STAY OFF OF ANY ICE AND OUT OF THE LAKE***.

Helene Local Government Capital Grant
The Town was awarded $135,863.54 in Helene related grant funds to cover the unreimbursed/uncovered portion of the cost of the repairs to the raw water pump station at the Water Treatment Plant.

Community Conversations
I am holding my 2nd "Community Conversations" session on February 17 at 6pm in the Community Room at Town Hall. This time is meant to provide important engagement with the community and an opportunity for open dialog and discussion.

Duke Energy Project
Duke Energy is strengthening the electric grid in the Weaverville area to make it more resistant to severe weather and more resilient to help restore power outages faster. We expect them to start work in the downtown area on Monday February 2 with a goal of completion by mid-April. The construction schedule is not set yet, but we expect most of the construction work (75-80%) will take place during the day. Our general expectation is that there will be one overnight outage (8 to 10 hours) per week. As the crews solidify their work plan, they will be in touch to provide a more detailed schedule. Their liaison has already been coordinating with downtown business.

I have worked with them in reviewing our noise ordinance. Taking into account the economic impacts of power outages, I found it best that they do some evening work so that outages mostly occur during overnight hours while businesses are closed so that revenue loss and traffic impacts are minimized. Key details impacting Downtown Weaverville:

- Timeline and expectations – Early February through mid-April.
- Major work will be on Main Street with additional work on Church Street, N. College Street, and Central Avenue.
- Expected impacts – Potential traffic impacts in the work areas, large equipment on-site, single lane closures, potential impacts to parking, potential impacts to sidewalks, and temporary traffic flow changes.

Tree Inventory and Assessment Report

The Davey Resource Group completed the tree inventory and assessment on trees located on Town property and in Town right-of-way. The Davey Group will provide a comprehensive (and lengthy) presentation to the Tree Board at their meeting on March 4, 2026, at 6pm in Council Chambers/Community Room at Town Hall. This Tree Board meeting is open to the public and staff plans to record the presentation so that anyone unable to attend can view it. The Davey Group's report is also available on the Town's website under the Tree Board information and via this link: https://weavervillenc.org/town-council-government/boards-and-committees/ .

Budget Calendar for FY2026-2027

Attached is the Budget Calendar that has been adopted for developing and approving the budget for Fiscal Year 2026-2027.

Training

On Jan 15th &16th myself and Councilmembers Barnett, Young, & Endries attended the UNC School of Government "Essentials of Municipal Government" Class.

We also hosted an onsite instructor on Jan 20th ,21st and 22nd to provide "Dominance Influence Steadiness Conscientiousness" (DISC) Training for our staff along with Council members. This professional development training focuses on communication, conflict resolution, and building stronger working relationships.

North Carolina League of Municipalities

As part of the Advancing Municipal Leaders Program, I have been awarded a certificate in Municipal Excellence and will be recognized at the NCLM City Vision conference being held in Raleigh May 5th-7th .

Proposed New Residential Zoning Districts

The Planning Board has recommended that Town Council consider creating two new residential zoning districts for single family residential development on smaller lots (R-6 and R-10). This topic will be placed on Town Council's workshop and joint meeting with the Planning Board that is scheduled for February 9, 2026.

Insurance Services Office (ISO) Inspection

The Fire Department will have members from the "Office of State Fire Marshal" (OSFM) on site in February conducting their insurance rating inspection. Insurance companies use the ISO rating to determine property insurance costs. The Town's last rating was issued in March 2021.

Countywide Fire Tax District

As mentioned previously the County is planning to move forward with a single wide tax district that will impact our North Buncombe Fire District tax revenue. The new contract will discuss pay and urban, suburban and rural response expectations with the number of personnel to arrive and time frames. For the Emergency Response Force (ERF) it is 22 personnel arriving within 12 minutes 80% of the time. They are still working to finalize contract details that will apply to the Town's North Buncombe Fire District. Councilmember Young and I will be attending a meeting that the County is hosting for Board of Director Presidents and Town Managers on Thursday Jan 29th at 6pm to gather more information.

Butterfly Trail Installation

The installation of the butterfly sculpture and educational kiosk in the Clock Lot as a part of the Asheville Butterfly Trail is expected to happen sometime during the month of February (if the weather will cooperate). Serviceberry trees will be planted as well to support the red-spotted purple butterfly that will be featured, and Weaverville's newest location will be added to the map in the coming weeks. For more information: https://beecityasheville.org/avl-butterfly-trail

Waterline Replacement Project – Stony Knob Area

The Town has contracted for the replacement of some waterlines in the Stony Knob area and that project is on schedule with completion expected in about a month.

Stormwater Project – Lake Louise Drive

The completion of this stormwater project will be slightly delayed due to the extreme weather over the next few days, but is expected to finish up in early February. We will be reopening the walkway just as soon as the surface is repaired.

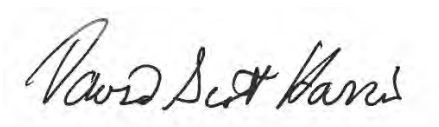


Public Safety Facility Fire Hydrant Repair

A Public Works crew recently assisted in the repair of fire hydrants at the County's Public Safety Facility. The Public Safety Facility serves as a training ground for firefighters and the availability of fully functioning hydrants is an important part of the training. This will be an ongoing relationship between Weaverville's staff and the County to make sure that the Public Safety Facility is operating as it should.

Upcoming Town Meetings/Events

February 2 – Planning Board Meeting
February 9 – Town Council Regular Workshop Meeting – Joint Meeting with Planning Board
February 17 – Town Manager Community Conversations Event at 6pm
February 23 – Town Council Regular Meeting



Respectfully submitted,
Scottie Harris, Town Manager

Budget Calendar for FY2026-2027

Date/Time	Budget Activity
2/16/2026 @ 5pm	Departmental Budget & CIP Requests due to Town Manager
2/16/2026 – 3/9/2026	Initial Revenue Projections expected from Buncombe County
2/17/2026 – 4/13/2026	Town Manager review and analysis
2/23/2026 – 3/13/2026	Budget meetings between Town Manager and Departments
2/23/2026 @ 6pm	Town Council Meeting – Town Council Budget Priorities
3/9/2026 @ 6pm	Town Council Budget Workshop #1 • Pre-Budget Overview/General Information • Pre-Budget Revenue Projections and Possible Revenue Neutral Calculation • Requested Capital Projects, Equipment, and Personnel • Town Council Discussion and Preliminary Input
3/23/2026 @ 6pm	Town Council Meeting – Town Council Preliminary Input
4/13/2026 @ 6pm	Budget Workshop #2 • Presentation of Town Manager's Proposed Budget • Set Public Hearing on Budget for 5/11/2026 at 6 pm
4/27/2026 @ 6pm	Town Council Meeting – Town Council Discussion and Direction
5/11/2026 @ 6 pm	Budget Workshop #3 • Public Hearing on Budget • Town Council Discussion and Direction
5/18/2026 @ 6pm	Town Council Meeting – Town Council Discussion and Direction
6/8/2026 @ 6pm	Budget Workshop #4 • Final Town Council Discussion and Direction • Possible Adoption of Budget
6/22/2026 @ 6pm	Town Council Meeting – Adoption of Budget *(if not done already)*
7/1/2026	Beginning of Fiscal Year 2026-2027

Scottie Harris, Budget Officer
sharris@weavervillenc.org
828-645-7116

Tonya Dozier, Finance Director
tdozier@weavervillenc.org
828-645-7116

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 2, 2026
SUBJECT:	FY 2024-2025 Audit Presentation
PRESENTER:	Gould Killian CPA Group
ATTACHMENTS:	Presentation Slides and Audit Wrap Up Letter

DESCRIPTION/SUMMARY OF REQUEST:

The annual audit for the Town's Fiscal Year 2024-2025 has been completed.

A representative from Gould Killian CPA Group, PA, will be at tonight's meeting to present their findings and answer questions that Town Council may have concerning the FY 2024-2025 audit.

The full audit reports is well over 100 pages. Due to its length, it is not attached to this agenda item but is available on the Town's website and will be separately distributed to Town Council by email. The Audit Wrap Up Letter that provides a summary is attached.

ACTION REQUESTED:

Information only; no action requested or required.



6.30.2025 Annual Financial Audit Report

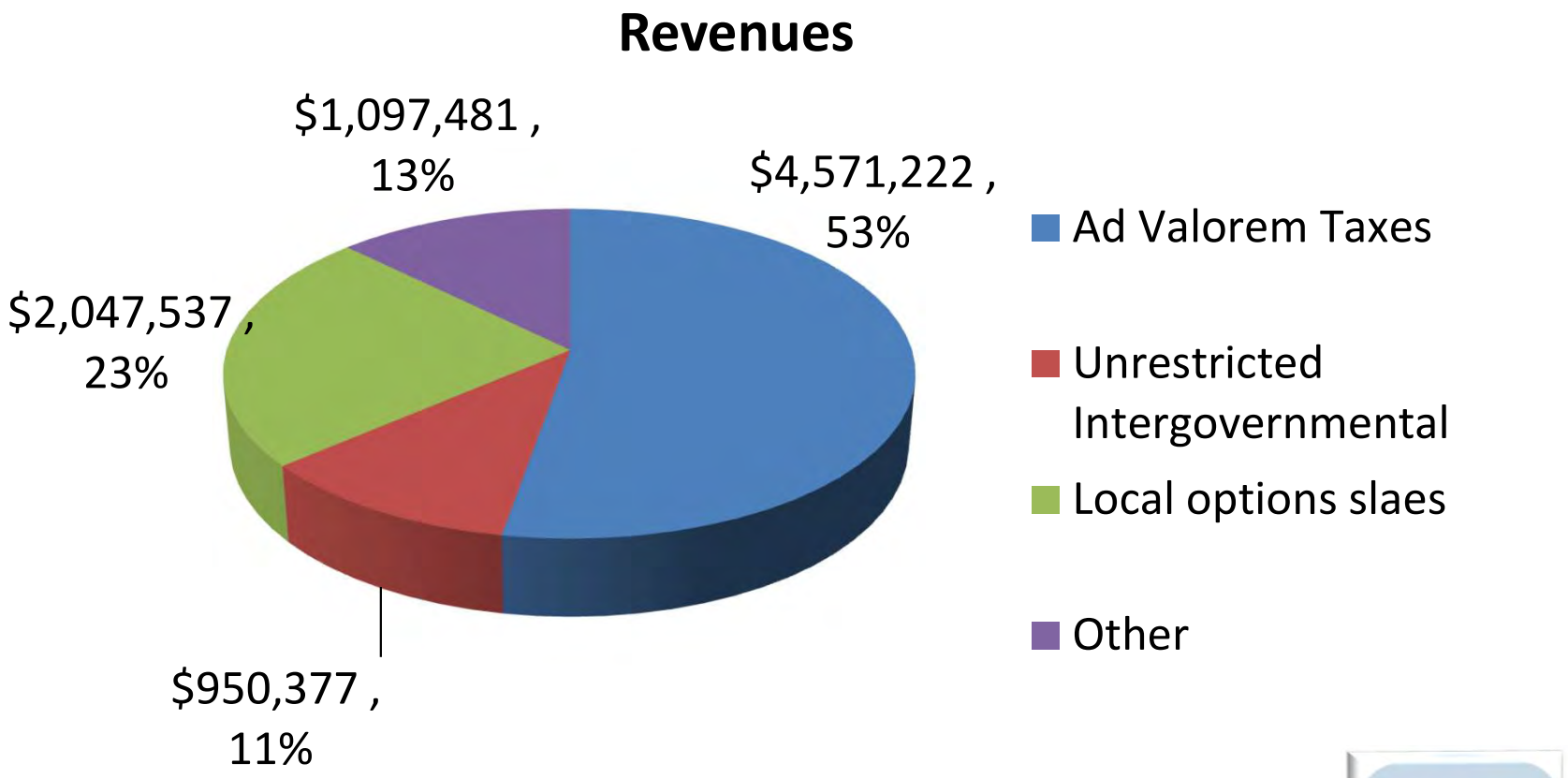
Audit Summary

- Thank you for allowing us to serve as your auditors
- Special thanks to Tonya and the staff of the finance department for their hard work and cooperation in completing the audit
- We issued an unmodified (clean) opinion on the June 30, 2025 financial statements
- We reported no material weakness in internal control over financial reporting
- We reported no instances of material noncompliance with laws and regulations
- We also performed a single audit over FEMA funding received – no findings were noted

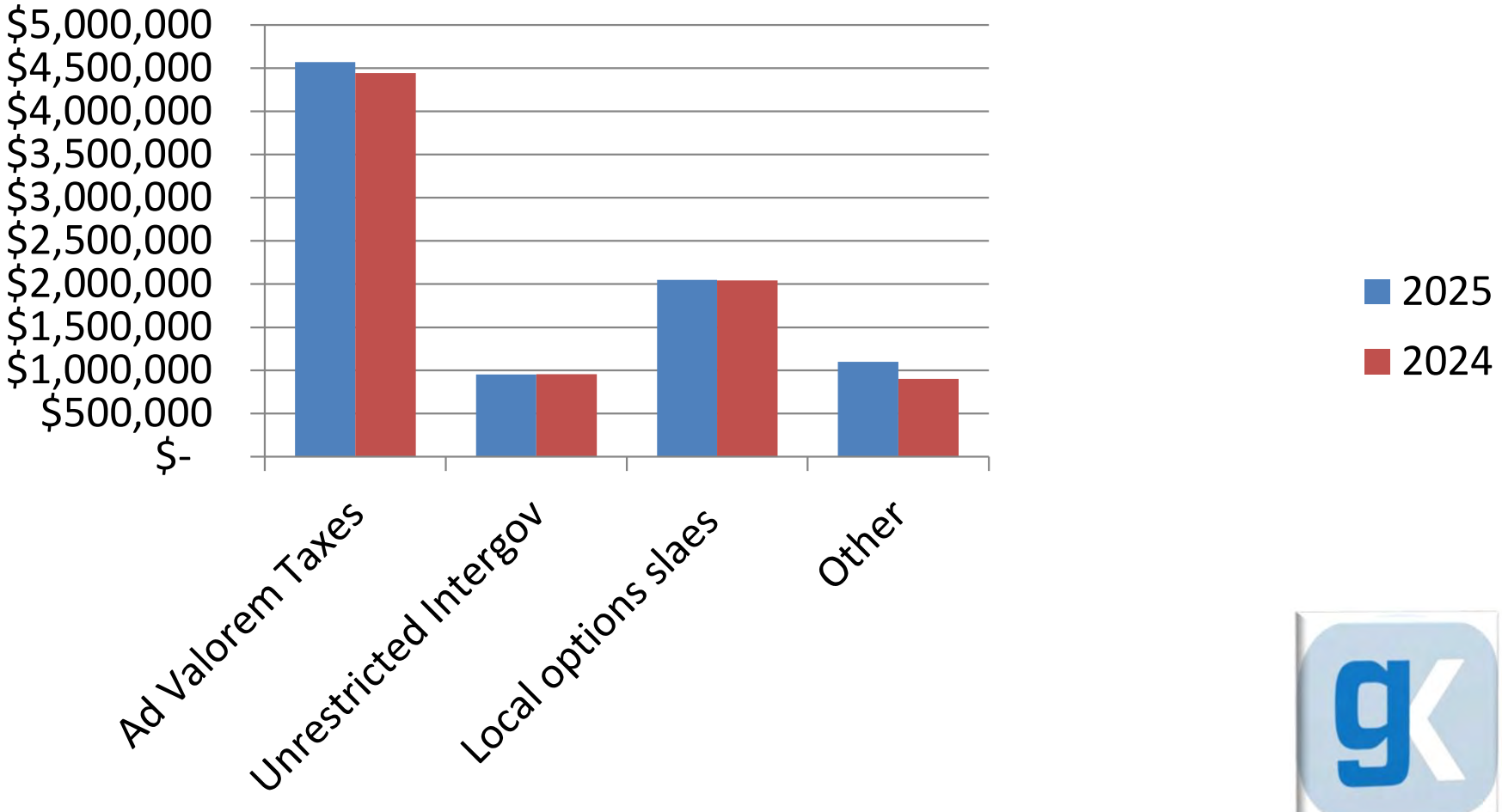
Financial Performance Indicators of Concern

- Water and Sewer fund assets are approximately 50% depreciated. This can be indicative of significant capital needs related to water/sewer infrastructure in the near future. Overall in FY25, the water fund expended $725k on capital items and is in beginning stages of a major expansion project.

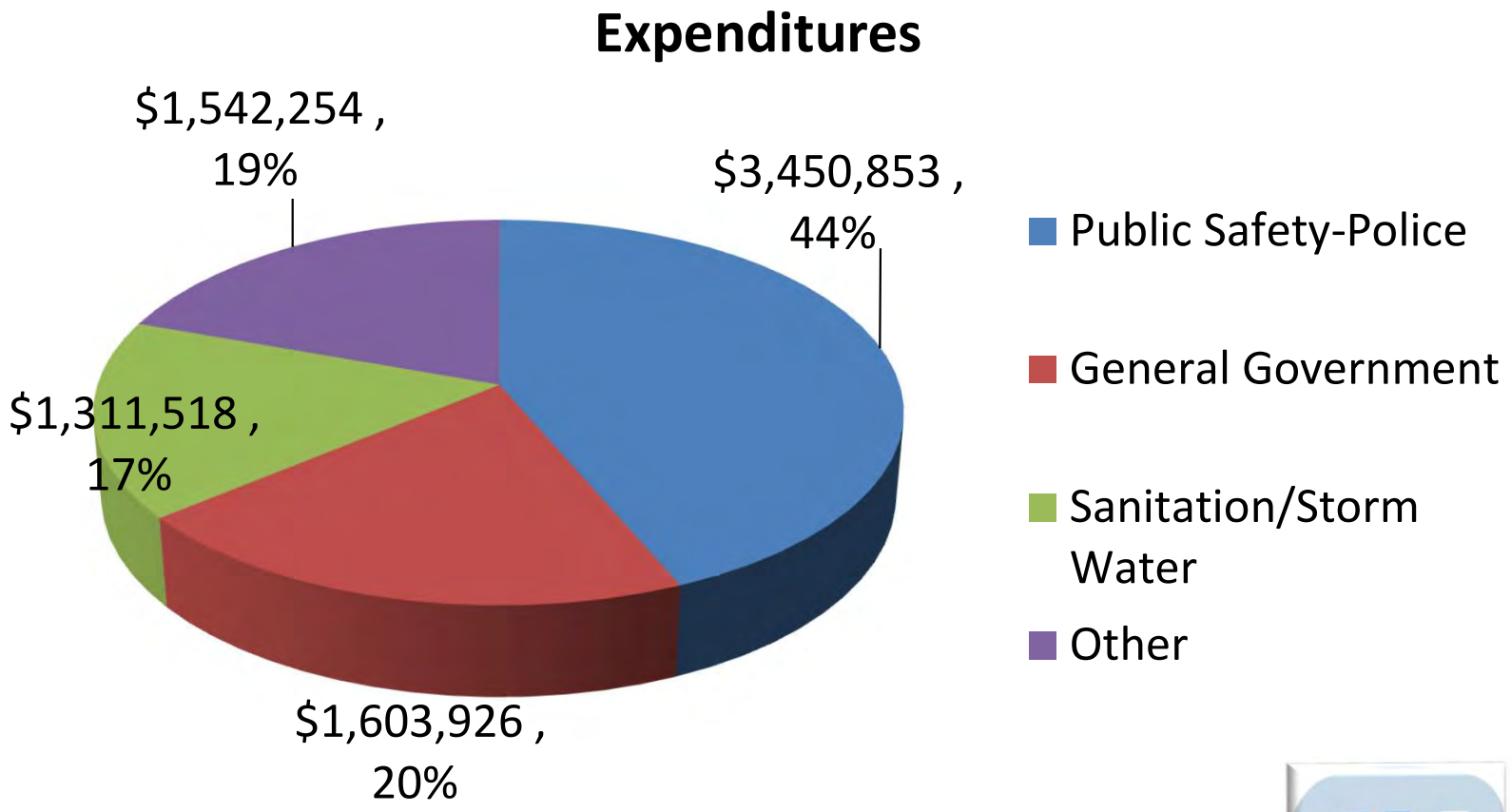
General Fund Summary



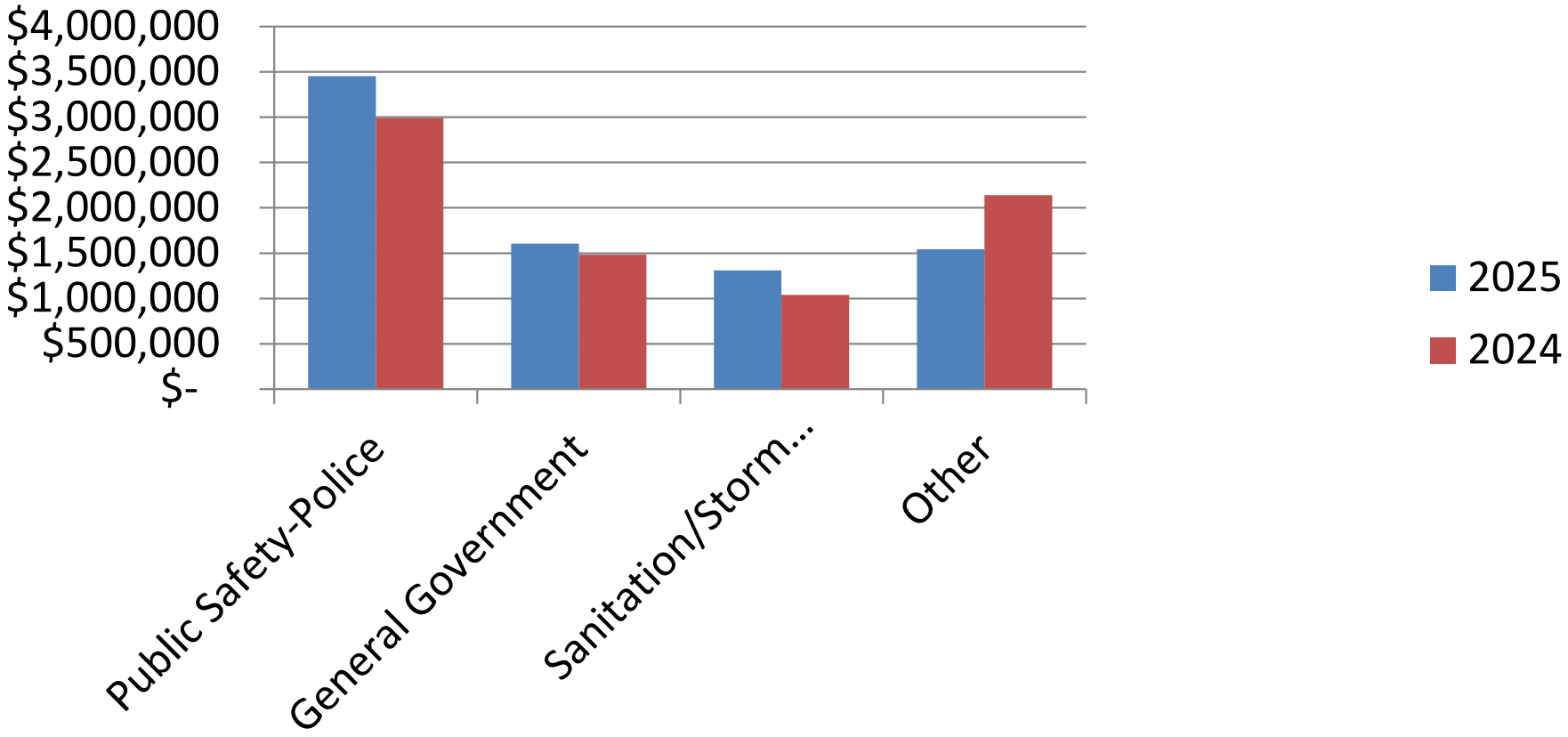
General Fund – Revenue Comparison



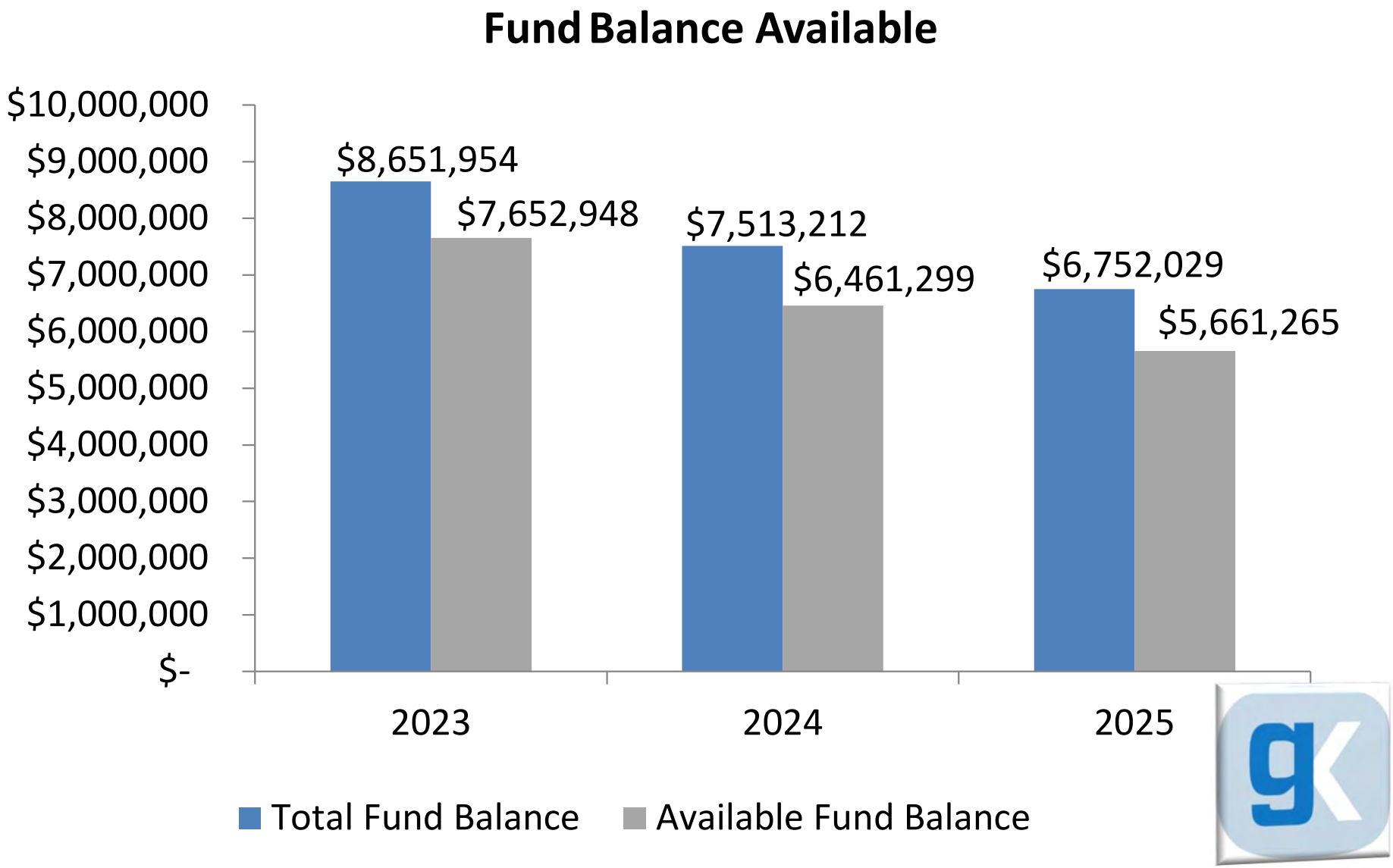
General Fund Summary



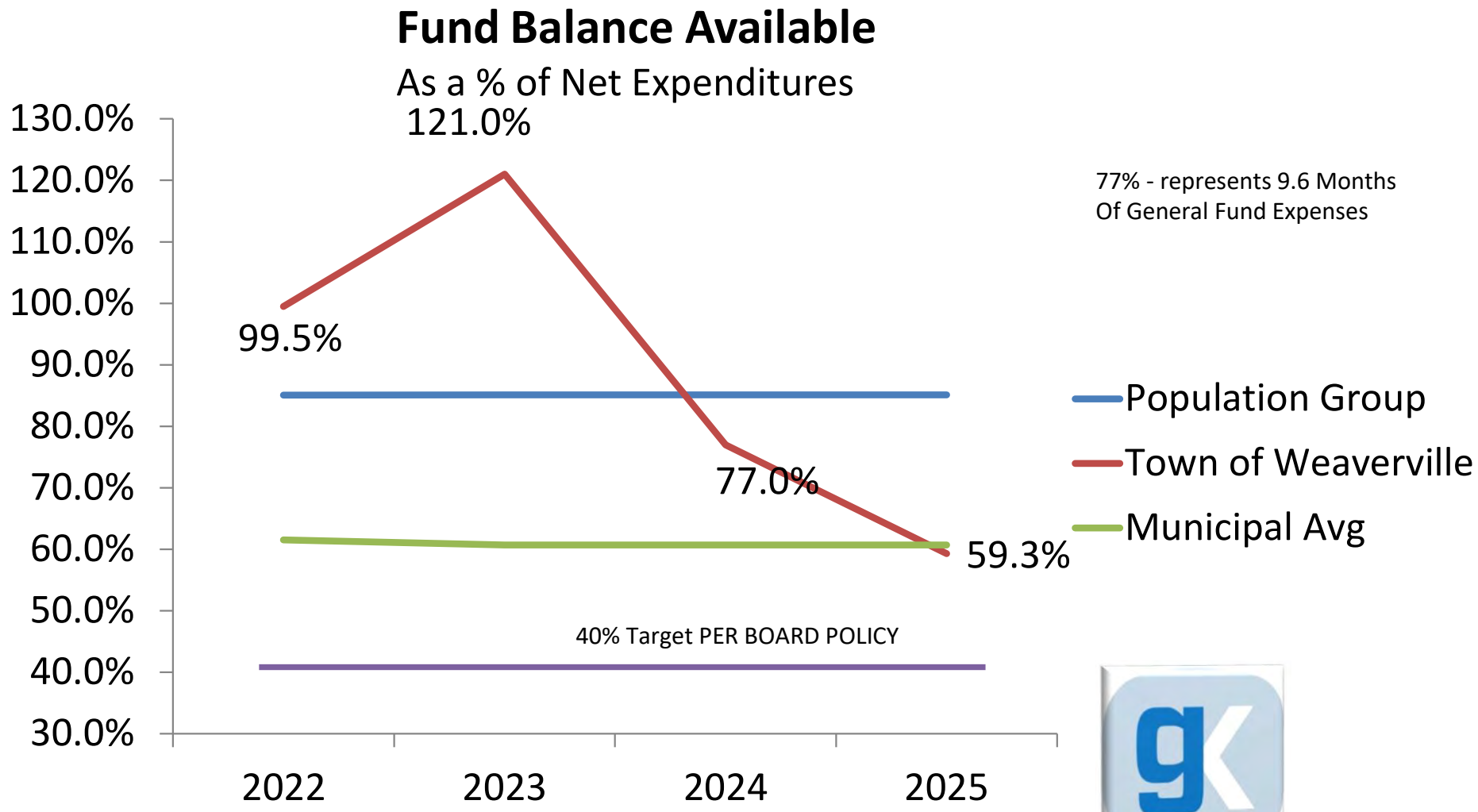
General Fund – Expense Comparison



General Fund Summary



General Fund Summary



Enterprise Fund Summary

Water and Sewer Fund	2024	2025
Working capital (current assets-current liabilities)	$ 7,030,822	$ 7,296,890
Working capital in months expenditures (budgetary basis)	35.5 months	33.25 months
Unrestricted net position	6,707,725	6,919,089
Operating income	430,062	551,524
Change in net position	1,838,587	694,787
Cash flows from operating activities	997,241	1,243,119
Net increase in cash	1,709,415	455,238

Property Tax Collection

	2023	2024	2025
Property tax rate	0.35/$100	0.35/$100	0.35/$100
Current year $ collected (incl. MV)	$ 4,200,883	$ 4,428,589	$ 4,556,270
Current year % collected (incl. MV)	99.96%	99.91%	99.88%

TOWN OF WEAVERVILLE

2025 Annual Financial Report

TOWN OF WEAVERVILLE
North Carolina

AUDIT WRAP UP

December 31, 2025

The following communication was prepared as part of our audit, has consequential limitations, and is intended solely for the information and use of those charged with governance (e.g., Governing Board and Audit Committee) and, if appropriate, management of the Government and is not intended and should not be used by anyone other than these specified parties.

GOULD KILLIAN
CPA GROUP, P.A.
CERTIFIED PUBLIC ACCOUNTANTS

December 31, 2025

To the Members of Town Council
Town of Weaverville, North Carolina

Professional standards require us to communicate with you regarding matters related to the audit, that are, in our professional judgment, significant and relevant to your responsibilities in overseeing the financial reporting process. On April 7, 2025, we presented in the engagement letter an overview of our plan for the audit of the financial statements of Town of Weaverville (the Town) as of and for the year ended June 30, 2025, including a summary of our overall objectives for the audit, and the nature, scope, and timing of the planned audit work.

This communication is intended to elaborate on the significant findings from our audit, including our views on the qualitative aspects of the Town's accounting practices and policies, management's judgments and estimates, financial statement disclosures, and other required matters.

We are pleased to be of service to the Town and look forward to meeting with you to discuss our audit findings, as well as other matters that may be of interest to you, and to answer any questions you might have.

Respectfully,

Gould Killian CPA Group, P.A.

Asheville, North Carolina

An Independent Member of the BDO Alliance

Discussion Outline

Page

Status of Our Audit 1

Results of Our Audit 2

Internal Control over Financial Reporting 3

Other Required Communications 4

Independence Communication 5

Significant Accounting & Reporting Matters 6-8

Status of Our Audit

We have completed our audit of the financial statements as of and for the year ended June 30, 2025. Our audit was conducted in accordance with auditing standards generally accepted in the United States of America and *Government Auditing Standards*. This audit of the financial statements does not relieve management or those charged with governance of their responsibilities.

- The objective of our audit was to obtain reasonable - not absolute - assurance about whether the financial statements are free from material misstatements.
- The scope of the work performed was substantially the same as that described to you in our earlier Audit Planning communications.
- We have issued an unmodified opinion on the financial statements and released our report dated December 31, 2025.
- Our responsibility for other information in documents containing the Town's audited financial statements (e.g. management's discussion and analysis, budgetary comparisons, schedules of pension amounts) does not extend beyond the financial information identified in the audit report, and we are not required to perform procedures to corroborate such other information. However, in accordance with professional standards, we have read the information included by the Town and considered whether such information, or the manner of its presentation, was materially inconsistent with its presentation in the financial statements. Our responsibility also includes calling to management's attention any information that we believe is a material misstatement of fact. We have not identified any material inconsistencies or concluded there are any material misstatements of facts in the other information that management has chosen not to correct.
- All records and information requested by GK were freely available for our inspection.
- Management's cooperation was excellent. We received full access to all information that we requested while performing our audit, and we acknowledge the full cooperation extended to us by all levels of Town of Weaverville personnel throughout the course of our work.

Results of Our Audit

QUALITATIVE ASPECTS OF ACCOUNTING PRACTICES

The following summarizes the more significant required communications related to our audit concerning the Town's accounting practices, policies, and estimates:

The Town's significant accounting practices and policies are those included in Note 1 to the financial statements. These accounting practices and policies are appropriate, comply with generally accepted accounting principles and industry practice, were consistently applied, and are adequately described within Note 1 to the financial statements.

- A summary of recently issued accounting pronouncements is included in the Significant Accounting and Reporting Matters section of this report.
- One new accounting standard was implemented during the year. As described in Note 7 to the financial statements, the Town implemented GASB Statement No. 101 - Compensated Absences, the effects of which are more fully described on page 6.
- The application of existing accounting policy was not changed during the fiscal year.
- We noted no transactions entered into by the Town during the fiscal year for which there is a lack of authoritative guidance or consensus.
- All significant transactions have been recognized in the financial statements in the proper period.

Significant estimates are those that require management's most difficult, subjective, or complex judgments, often as a result of the need to make estimates about the effects of matters that are inherently uncertain.

Significant accounting estimates include:
Depreciation methods as described in the Notes to the financial statements,
Allowances for uncollectible receivables, which are based upon management's judgments and the aging of receivables that may by uncollectible, and
Pension obligations, which are based on actuarial assumptions and methods, as well as the allocation of the overall plan data between the plan participants, and
Other post-employment benefits obligations, which are based on actuarial assumptions and methods.

- We evaluated the key factors and assumptions used to develop the significant estimates in determining that they are reasonable in relation to the financial statements taken as a whole.
- Management did not make any significant changes to the processes or key assumptions used to develop the significant accounting estimates in FY 2025.

The financial statement disclosures are neutral, consistent, and clear.

CORRECTED AND UNCORRECTED MISSTATEMENTS

We have proposed several adjustments which have been made by management. Most of these are normal closing entries, which arise during our audit based on information provided to us by management. We assisted management with these adjustments, but do not consider them to be material because by nature, they are closing entries that management would have prepared and posted.

A list of all audit adjustments is available upon request.

There were no significant uncorrected misstatements or passed adjustments.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered Town of Weaverville's internal control over financial reporting (internal control) as a basis for designing our auditing procedures for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Town's internal control. Accordingly, we do not express an opinion on the effectiveness of the Town's internal control.

Our consideration of internal control was for the limited purpose described above and was not designed to identify all deficiencies in internal control that might be significant deficiencies or material weaknesses.

We are required to communicate, in writing, to those charged with governance all material weaknesses and significant deficiencies that have been identified in the Town's internal controls over financial reporting. The definitions of control deficiency, significant deficiency and material weakness follow:

Category	Definition
Deficiency in Internal Control	A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis.
Significant Deficiency	A deficiency or combination of deficiencies in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.
Material Weakness	A deficiency or combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement of the Government's financial statements will not be prevented, or detected and corrected on a timely basis.

In conjunction with our audit, we noted no deficiencies that we consider to be material weaknesses.

Other Required Communications

Following is a summary of other required items, along with specific discussion points as they pertain to the Town:

Requirement	Discussion Points
Significant changes to planned audit strategy or significant risks initially identified	There were no significant changes to the planned audit strategy or significant risks initially identified and previously communicated to those charged with governance.
Obtain information from those charged with governance relevant to the audit	There were no matters noted relevant to the audit, including, but not limited to: violations or possible violations of laws or regulations; risk of material misstatements, including fraud risks; or tips or complaints regarding the Government's financial reporting that we were made aware of as a result of our inquiry of those charged with governance.
If applicable, nature and extent of specialized skills or knowledge needed related to significant risks	There were no specialized skills or knowledge needed, outside of the core engagement team, to perform the planned audit procedures or evaluate audit results related to significant risks.
Consultations with other accountants	We are not aware of any consultations about accounting or auditing matters between management and other independent public accountants. Nor are we aware of opinions obtained by management from other independent public accountants on the application of generally accepted accounting principles.
Disagreements with management	There were no disagreements with management about matters, whether or not satisfactorily resolved, that individually or in aggregate could be significant to the Government's financial statements or to our auditor's report.
Significant difficulties encountered during the audit	There were no significant difficulties encountered during the audit.
If applicable, other matters significant to the oversight of the Government's financial reporting process, including complaints or concerns regarding accounting or auditing matters	There are no other matters that we consider significant to the oversight of the Government's financial reporting process that have not been previously communicated.
Representations requested from management	Please refer to the management representation letter obtained from management.

Independence Communication

Our engagement letter to you dated April 7, 2025 describes our responsibilities in accordance with professional standards with regard to independence and the performance of our services. This letter also stipulates the responsibilities of the Town with respect to independence as agreed to by the Town. Please refer to that letter for further information.

Significant Accounting & Reporting Matters

The Governmental Accounting Standards Board (GASB) has recently issued several new pronouncements. We do not expect these new standards to have a significant effect on the Town's future financial reporting.

Recently issued statements are as follows:

- GASB No. 101 "Compensated Absences" -- This Statement requires that liabilities for compensated absences be recognized for (1) leave that has not been used and (2) leave that has been used but not yet paid in cash or settled through noncash means. A liability should be recognized for leave that has not been used if (a) the leave is attributable to services already rendered, (b) the leave accumulates, and (c) the leave is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. However, leave that is more likely than not to be settled through conversion to defined benefit postemployment benefits should not be included in a liability for compensated absences. This Statement also establishes guidance for measuring a liability for leave that has not been used, generally using an employee's pay rate as of the date of the financial statements. A liability for leave that has been used but not yet paid or settled should be measured at the amount of the cash payment or noncash settlement to be made. Certain salary-related payments that are directly and incrementally associated with payments for leave also should be included in the measurement of the liabilities. This Statement amends the existing requirement to disclose the gross increases and decreases in a liability for compensated absences to allow governments to disclose only the net change in the liability (as long as they identify it as a net change). In addition, governments are no longer required to disclose which governmental funds typically have been used to liquidate the liability for compensated absences. The Town implemented this statement during the fiscal year ending June 30, 2025.

- GASB No. 103 "Financial Reporting Model Improvements" -- The objective of this Statement is to improve key components of the financial reporting model to enhance its effectiveness in providing information that is essential for decision making and assessing a government's accountability. This Statement also addresses certain application issues.

  Management's Discussion and Analysis
  This Statement continues the requirement that the basic financial statements be preceded by management's discussion and analysis (MD&A), which is presented as required supplementary information (RSI). MD&A provides an objective and easily readable analysis of the government's financial activities based on currently known facts, decisions, or conditions and presents comparisons between the current year and the prior year. This Statement requires that the information presented in MD&A be limited to the related topics discussed in five sections: (1) Overview of the Financial Statements, (2) Financial Summary, (3) Detailed Analyses, (4) Significant Capital Asset and Long-Term Financing Activity, and (5) Currently Known Facts, Decisions, or Conditions. Furthermore, this Statement stresses that the detailed analyses should explain why balances and results of operations changed rather than simply presenting the amounts or percentages by which they changed. This Statement emphasizes that the analysis provided in MD&A should avoid unnecessary duplication by not repeating explanations that may be relevant to multiple sections and that "boilerplate" discussions should be avoided by presenting only the most relevant information, focused on the primary government. In addition, this Statement continues the requirement that information included in MD&A distinguish between that of the primary government and its discretely presented component units.

Unusual or Infrequent Items
This Statement describes unusual or infrequent items as transactions and other events that are either unusual in nature or infrequent in occurrence. Furthermore, governments are required to display the inflows and outflows related to each unusual or infrequent item separately as the last presented flow(s) of resources prior to the net change in resource flows in the government-wide, governmental fund, and proprietary fund statements of resource flows.

Presentation of the Proprietary Fund Statement of Revenues, Expenses, and Changes in Fund Net Position
This Statement requires that the proprietary fund statement of revenues, expenses, and changes in fund net position continue to distinguish between operating and nonoperating revenues and expenses. Operating revenues and expenses are defined as revenues and expenses other than nonoperating revenues and expenses. Nonoperating revenues and expenses are defined as (1) subsidies received and provided, (2) contributions to permanent and term endowments, (3) revenues and expenses related to financing, (4) resources from the disposal of capital assets and inventory, and (5) investment income and expenses. In addition to the subtotals currently required in a proprietary fund statement of revenues, expenses, and changes in fund net position, this Statement requires that a subtotal for operating income (loss) and noncapital subsidies be presented before reporting other nonoperating revenues and expenses. Subsidies are defined as (1) resources received from another party or fund (a) for which the proprietary fund does not provide goods and services to the other party or fund and (b) that directly or indirectly keep the proprietary fund's current or future fees and charges lower than they would be otherwise, (2) resources provided to another party or fund (a) for which the other party or fund does not provide goods and services to the proprietary fund and (b) that are recoverable through the proprietary fund's current or future pricing policies, and (3) all other transfers.

Major Component Unit Information
This Statement requires governments to present each major component unit separately in the reporting entity's statement of net position and statement of activities if it does not reduce the readability of the statements. If the readability of those statements would be reduced, combining statements of major component units should be presented after the fund financial statements.

Budgetary Comparison Information
This Statement requires governments to present budgetary comparison information using a single method of communication—RSI. Governments also are required to present (1) variances between original and final budget amounts and (2) variances between final budget and actual amounts. An explanation of significant variances is required to be presented in notes to RSI.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged.

- GASB No. 104 "Disclosure of Certain Capital Assets" -- This Statement requires certain types of capital assets to be disclosed separately in the capital assets note disclosures required by Statement 34. Lease assets recognized in accordance with Statement No. 87, Leases, and intangible right-to-use assets recognized in accordance with Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements, should be disclosed separately by major class of underlying asset in the capital as-sets note disclosures. Subscription assets recognized in accordance with Statement No. 96, Subscription-Based Information Technology Arrangements, also should be separately disclosed. In addition, this Statement requires intangible assets other than those three types to be disclosed separately by major class. This Statement also requires additional disclosures for capital assets held for sale. A capital asset is a capital asset held for sale if (a) the government has decided to pursue the sale of the capital asset and (b) it is probable that the sale will be finalized within one year of the financial statement date. Governments should consider relevant factors to evaluate the likelihood of the capital asset being sold within the established time frame. This Statement requires that capital assets held for sale be

evaluated each reporting period. Governments should disclose (1) the ending balance of capital assets held for sale, with separate disclosure for historical cost and accumulated depreciation by major class of asset, and (2) the carrying amount of debt for which the capital assets held for sale are pledged as collateral for each major class of asset.

The requirements of this Statement are effective for fiscal years beginning after June 15, 2025, and all reporting periods thereafter. Earlier application is encouraged.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	February 2, 2026
SUBJECT:	Water Request – 10 Silverwood Farm Road - LDG
PRESENTER:	Public Works Director Angela Reece
ATTACHMENTS:	Water Commitment/Extension Application

DESCRIPTION/SUMMARY OF REQUEST:

On November 5, 2025, the Town of Weaverville received a water commitment/extension request that was submitted by Chris Dischinger for the development of the 10 Silverwood Farm property identified as Bluemont. Their request indicated that a proposed development on the property would consist of 17 multi-family apartment buildings (24 units per building), 180 residential subdivision lots, and a commercial component. They requested domestic water service for the units totaling approximately 118,470 GPD. Based on our review it was determined that our water system has adequate capacity to serve this connection.

The annexation petition for this property has been withdrawn but the owner/developer is willing to annex the property into the Town if that is a condition of the water approval.

The Town Attorney, Town Manager, Public Works Director are recommending approval of this application for connection.

COUNCIL ACTION REQUESTED:

Town Council is asked to take action to approve the request. The following motion is suggested:

> *I move that the water commitment/extension request for the project at 10 Silverwood Farm Road being developed by LDG be approved upon payment of the associated fees as set out in the Town's current fee schedule*

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Chris Dischinger

PROJECT NAME: Bleumont

ADDRESS: 545 S 3rd Street
Louisville, KY 40202

LOCATION: 10 Silverwood Farm Road
Weaverville NC 28806

PHONE NUMBER: 502-649-0601

PIN NUMBER: 9743293399

ELEVATION: 2,075'

TYPE OF SERVICE:

RESIDENTIAL	☐	SINGLE FAMILY HOME
	☐	TWO FAMILY_____NUMBER OF BUILDINGS
	☑	MULTI-FAMILY 17 NO. OF BUILDINGS 24 UNITS PER BUILDING
	☑	RESIDENTIAL SUBDIVISION 180 NO. OF LOTS
COMMERCIAL	☐	SINGLE COMMERICAL BUILDING
	☑	UNIFIED BUSINESS DEVELOPMENT Future Use NO. OF BUILDINGS Future Use NO. OF UNITS
INDUSTRIAL	☐	SANITARY FACILITES ONLY
	☐	SANITARY & INDUSTRIAL PROCESS WATER
OTHER	☑	FIRE SPRINKLER SYSTEM
	☑	IRRIGATION SYSTEM
	☐	_____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 371
MAXIMUM GALLONS PER DAY 118,470
ANTICIPATED DATE OF SERVICE 2027

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Chris Dischinger understand that the processing fee of $100, paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature _____ Date 11/05/25

Bleumont										
PROJECT # 014280005		BY:	*LDS*							
DATE: 11/4/2025		T.M:	*ARS*							
Type of Establishment	**Unit ADF**	**Design Units**	**# of units**	**Wastewater**			**Water**		
				Total ADF (GPD)	**Total ADF (GPM)**	**Total PDF (GPM)**	**Total ADF (GPD)**	**Total ADF (GPM)**	**Total PDF (GPM)**
				107700	***75***	***337***	***118470***	***83***	***371***
Residential									
One bedroom	75	gal/unit	*126*	*9450*	*6.56*	*29.53*	*10395*	*7.22*	*32.48*
Two bedroom	150	gal/unit	*264*	*39600*	*27.50*	*123.75*	*43560*	*30.25*	*136.13*
Three bedroom	225	gal/unit	*171*	*38475*	*26.72*	*120.23*	*42323*	*29.39*	*132.26*
Four bedroom	300	gal/unit	*27*	*8100*	*5.63*	*25.31*	*8910*	*6.19*	*27.84*
Swimming pools, bathhouses and spas	10	gal/person	*20*	*200*	*0.14*	*0.63*	*220*	*0.15*	*0.69*
Commercial									
Future Commercial Use	10,000	gal	*1*	*10000*	*6.94*	*31.25*	*11000*	*7.64*	*34.38*
Day Care	25	gal/person	*75*	*1875*	*1.30*	*5.86*	*2063*	*1.43*	*6.45*

NCDEQ Peaking Factor	
Population	
Peaking Factor	*4.50*

Water % increase	*10%*

Assumptions/ Notes

*Wastewater demand per 15A NCAC 02T .0114(b) including December 13, 2023 Amendment

*Domestic demand flow calculated at 1.10x rate to wastewater demand

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: February 2, 2026

SUBJECT: Water Request – 830 New Stock Road – Residential Subdivision

PRESENTER: Public Works Director Reese

ATTACHMENTS: Application for Water Commitment Letter and GIS Map

DESCRIPTION/SUMMARY OF REQUEST:

The Public Works Director has received a water commitment application for a proposed single family residential subdivision on approximately 58 acres at 830 New Stock Road. This application requests 45,600 gallons per day to serve 114 residential lots. The property is in the unincorporated area of Buncombe County and approximately ½ mile from the Town's municipal borders. An annexation petition has not been submitted, but the property owner may be willing to submit one should Town Council wish it to do so as a condition of a water commitment.

A waterline extension will be needed to provide water to this property and through the subdivision. This request is brought to Town Council pursuant to Code Section 30-79 which requires Town Council approval on any extensions to the Town's water system.

The Public Works Director has reviewed the request and has found that, at this time, there is sufficient capacity within the Town's water system to accommodate this request without any adverse effects on service to the Town's current water customers.

Based on the application, Town Code provisions, Town obligations to USDA, and the recent history of action taken regarding water, Town Council could take either of the following actions:

(1) grant the water commitment request; or
(2) grant the water commitment request conditioned upon annexation into the Town (and development approvals of the project by the Town).

Town staff will be available at tonight's meeting to answer any questions that Town Council might have regarding this matter.

ACTION REQUESTED:

Council discussion and possible decision regarding the water commitment application.

TOWN OF WEAVERVILLE
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: BRICE Land Company

ADDRESS: 4225 Big Laurel Rd
Marshall, NC 28753

PHONE NUMBER: 828-768-2522

PROJECT NAME: BRICE Subdivision

LOCATION: 830 New Stock Rd
Weaverville, NC

PIN NUMBER: 9733228370

ELEVATION: 2175'

TYPE OF SERVICE:

RESIDENTIAL	☐	SINGLE FAMILY HOME
	☐	TWO FAMILY_____NUMBER OF BUILDINGS
	☐	MULTI-FAMILY_____NO. OF BUILDINGS _____UNITS PER BUILDING
	☒	RESIDENTIAL SUBDIVISION__114__NO. OF LOTS
COMMERCIAL	☐	SINGLE COMMERICAL BUILDING
	☐	UNIFIED BUSINESS DEVELOPMENT_____NO. OF BUILDINGS
		_____NO. OF UNITS
INDUSTRIAL	☐	SANITARY FACILITES ONLY
	☐	SANITARY & INDUSTRIAL PROCESS WATER
OTHER	☐	FIRE SPRINKLER SYSTEM
	☐	IRRIGATION SYSTEM
	☐	_____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 63.33 gpm
MAXIMUM GALLONS PER DAY 45,600 gpd
ANTICIPATED DATE OF SERVICE 12/1/2026

PROJECT DESCRIPTION:

By way of Attachment(s) provide as much information as possible about this project. At minimum, attach A copy of the County Tax Map showing the location of the property. If the project involves a subdivision or more than one building location, a topographic map of the property is required to show building or lot Elevation.

ACKNOWLEDGEMENT:

I Darin Rice understand that the processing fee of $ 100, paid herewith is non-refundable and is to cover the costs of processing and investigating this request and that an additional Commitment Fee based on the size and number of connections is due upon approval. It is further understood that the Town has the exclusive right to deny the request for any reason whatsoever.

Signature _____ Date 12/8/25

WATER AND SEWER FLOW CALCULATOR			BROOKS ENGINEERING ASSOCIATES
PROJECT NAME:	New Stock 54 acres	DESIGNED BY:	MCB
PROJECT NUMBER:	R822424001	DATE:	1/21/2026
SEWER TYPE:	PRIVATE	WATER TYPE:	PRIVATE
SEWER REVIEW:	County	WATER REVIEW:	NCDEQ PWS

WATER INFO

COMMERCIAL DEMAND

FIXTURE UNIT CALCS:

Fixture Type:	Number:	Fixture Units:
Bathtub / Shower:	0	0
Drinking Fountain:	0	0
Dishwasher:	0	0
Washing Machine:	0	0
Other:	0	0
Kitchen Sink:	0	0
Bathroom Sink:	0	0
Urinal / Toilet (FV):	0	0
Toilet (Tank):	0	0
Total Fixture Units:		**0**

*Fixture Units from 15A NCAC 18C Fig 3(A)

Peak Demand: **GPM**

*Peak demand from 15A NCAC 18C Fig 3(C)

RESIDENTIAL DEMAND

Number of Units: 114

Daily Demand: 45,600 GPD

Peak Demand: **116 GPM**

*Peak demand from 15A NCAC 18C .0802 chart

FIRE DEMAND

Hydrant Flow: 500 GPM

Sprinkler Type: NONE

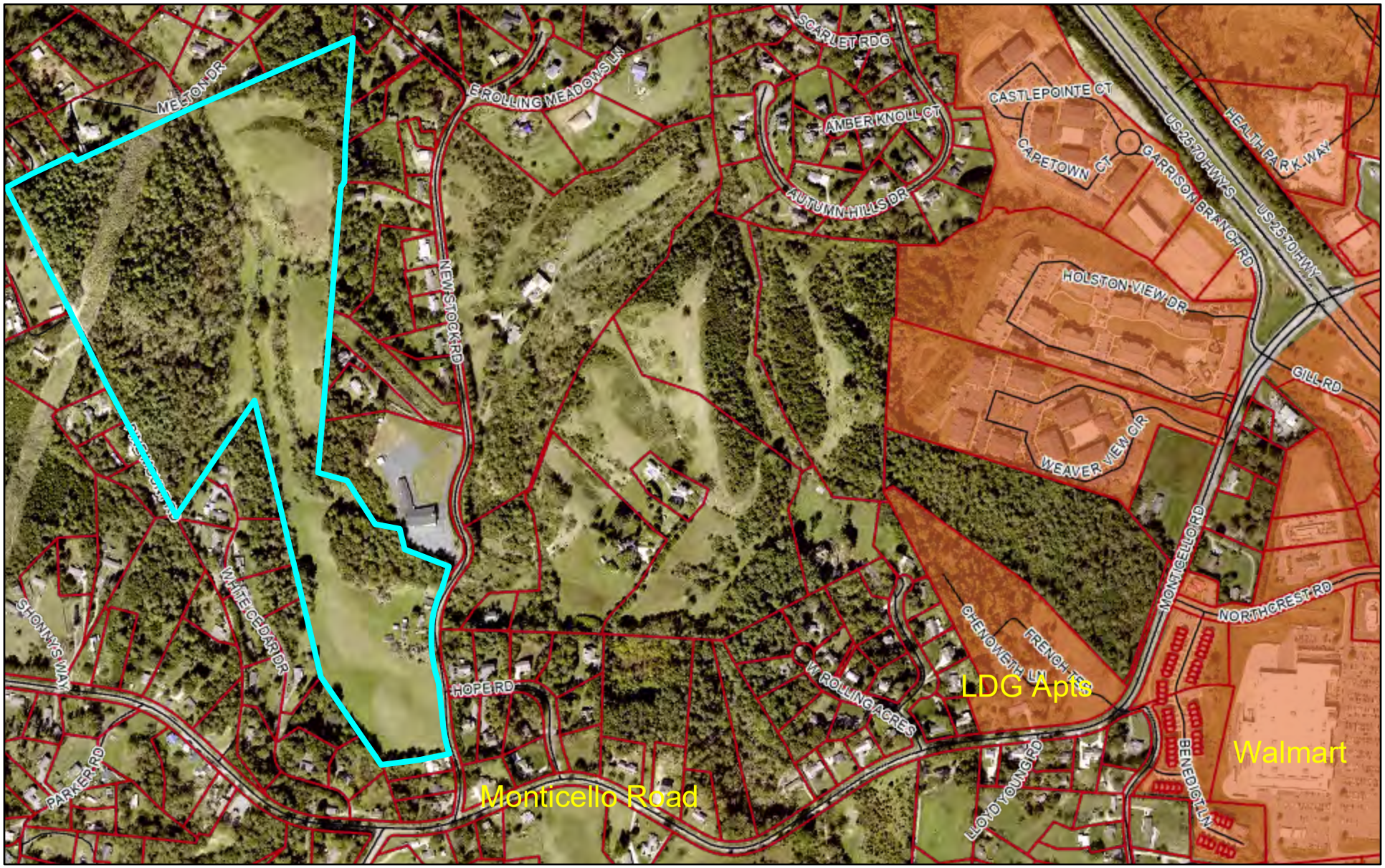
Sprinkler Flow: GPM

Total Fire Demand: **500 GPM**

TOTAL PEAK DEMAND:

Total Domestic Peak:	**116 GPM**
Total Fire Demand:	**500 GPM**
Combined Peak Demand:	**616 GPM**

830 New Stock Road



88

January 21, 2026

1:9,028

0 0.05 0.1 0.2 mi

0 0.1 0.2 0.4 km

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: February 2, 2026

SUBJECT: On-Call Engineering Services – Selection and Master Agreements

PRESENTER: Public Works Director Reece

ATTACHMENTS: Proposed Resolution and Engineering Master Service Agreements

DESCRIPTION/SUMMARY OF REQUEST:

Many cities and towns retain engineering services on an on-call basis. Rates are agreed upon up front then specific work orders are developed for each project subject to the terms within a master service agreement. The Town of Weaverville released a Request for Qualifications (RFQ) for engineering services on October 7, 2025; letters of interest were due October 24, 2025. The town solicited Statements of Qualifications from qualified firms, or individuals, licensed in the State of North Carolina, to provide multi-disciplinary professional engineering services on-call/as-needed for the town. The selected firms are expected to provide the Town with a flexible and effective way to respond to a range of engineering needs with ready multi-dimensional services, as needed.

The town received six letters of interest, and the evaluation committee evaluated all submittals and scored each using the criteria outlined in the RFQ. All firms were invited to interview with the Evaluation Committee. Following the interviews, the three firms with the highest ratings were selected as successful firms to be considered for recommendation of award of contracts.

As a result of the qualifications-based selection process the reviewers have determined **Kimley-Horn**, **Terra Firma Design**, and **Three Notch Group** to be most qualified. Master service agreements for each have been obtained and will allow the Town to negotiate a scope of work and fee for any such project deemed necessary to provide multi-dimensional engineering services to support the project.

The attached resolution is for Town Council to consider selecting the firms and approving a contract for on-call engineering services for the Town of Weaverville

ACTION REQUESTED:

Council adoption of the proposed resolution with the following suggested motion:

> *I move that Town Council approve the Resolution to select **Kimley-Horn**, **Terra Firma Design**, and **Three Notch Group** (Firms) as most qualified and to enter into master service agreements with each to provide on-call/as needed engineering services to support the Town of Weaverville as presented.*

RESOLUTION REGARDING ON-CALL COMPREHENSIVE ENGINEERING SERVICES FOR THE TOWN OF WEAVERVILLE

WHEREAS, on October 7, 2025, the town solicited Statements of Qualifications from qualified firms, or individuals, licensed in the State of North Carolina, to provide multi-disciplinary professional engineering services on-call/as-needed for the town; and

WHEREAS, the town received six (6) letters of interest; and

WHEREAS, town staff have performed a qualifications-based selection and have determined the following three firms; **KIMLEY-HORN AND ASSOCIATES, INC., TERRA FIRMA DESIGN, AND THREE NOTCH GROUP** as most qualified, and have negotiated and received a master service agreement which outlines criteria for amendments to determine project specific scope of work and fees from **KIMLEY-HORN AND ASSOCIATES, INC. TERRA FIRMA DESIGN, AND THREE NOTCH GROUP** to provide engineering, design, permitting, construction administration services to support town projects.

NOW THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville, North Carolina that:

1. **KIMLEY-HORN AND ASSOCIATES, INC. TERRA FIRMA DESIGN, AND THREE NOTCH GROUP** are most qualified to provide professional on-call/as needed comprehensive engineering, design, permitting, construction administration services, and other professional engineering services for projects as recommended by council/staff.
2. The Master Service Agreements (attached as Exhibit A, B, C) for comprehensive on-call/as needed engineering services from **KIMLEY-HORN AND ASSOCIATES, INC., TERRA FIRMA DESIGN, AND THREE NOTCH GROUP** are approved and the Town Manager is authorized to execute those master service agreements.
3. The Town Manager is authorized to execute sub-agreements for engineering services under the master service agreements with **KIMLEY-HORN AND ASSOCIATES, INC., TERRA FIRMA DESIGN, AND THREE NOTCH GROUP** for engineering services related to any and all projects not requiring formal bidding under N.C.G.S. § 143-129 unless federal or state law or grant requirements require approval by Town Council prior to execution.

ADOPTED by the Town Council of the Town of Weaverville, North Carolina on this ____ day of _____, 2026.

_____

ATTEST: **Gary D. Lawrence, Mayor**

_____

Tamara Mercer, Town Clerk

EXHIBIT A

MASTER AGREEMENT BETWEEN CLIENT AND KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES

THIS AGREEMENT is made this ____day of _____, 20__, by and between the Town of Weaverville, NC ("Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies ("Consultant"). This Agreement sets forth the terms whereby the Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs ("Services"). Any services that are not set forth in the scope of Services described in an IPO(s) will constitute additional services ("Additional Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.

2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
   a) Designate in writing a person to act as the Client's representative, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
   b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
   c) Provide the Consultant all available studies, plans, or other documents pertaining to the Project, such as surveys, engineering data, environmental information, etc., all of which the Consultant may rely upon.
   d) Arrange for access to the site and other property as required for the Consultant to provide its services.
   e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
   f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and approvals and consents from other parties as may be necessary.
   g) Obtain any independent accounting, legal, insurance, cost estimating, and feasibility services required by the Client.

h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.

3) Period of Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. Times for performance shall be extended as necessary for delays or suspensions due to circumstances that the Consultant does not control. If such suspension or delay extends for more than six months, the Consultant's compensation shall be renegotiated.

4) Compensation for Services.
   a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
   b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.

5) Method of Payment.
   a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
   b) The Client will remit all payments electronically to:

      Account Name: KIMLEY-HORN AND ASSOCIATES, INC.
      Bank Name and Address: WELLS FARGO BANK, N.A., SAN FRANCISCO, CA 94104
      Account Number: 2073089159554
      ABA#: 121000248

   c) The Client will send the project number, invoice number, and other remittance information by e-mail to payments@kimley-horn.com at the time of payment.

d) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.

e) If the Client objects to an invoice, it must advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or the Client's objections will be waived, and the invoice shall conclusively be deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

f) If the Consultant initiates legal proceedings to collect payment, it shall recover, in addition to all amounts due, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings. Such expenses shall include the cost, at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.

g) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts from the Client.

6) Use of Deliverables. All documents, data, and other deliverables prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this Project or on any other project. Any modifications by the Client to any of the Consultant's deliverables, or any reuse of the deliverables without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the deliverables prepared by the Consultant, the hardcopy shall govern.

7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Intellectual Property, for purposes of this section, does not include deliverables specifically created for the Client pursuant to this Agreement and use of such deliverables is governed by section 6 of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership

of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at https://www.kimley-horn.com/khts-software-license-agreement ("the License Agreement") which terms are incorporated herein by reference.

8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, including but not limited to the costs of construction and materials, are made solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof, or upon thirty days' written notice for the convenience of the terminating party. The Consultant shall be paid for all services rendered and expenses incurred to the effective date of termination, and other reasonable expenses incurred by the Consultant as a result of such termination.

10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.

11) LIMITATION OF LIABILITY. In recognition of the relative risks and benefits of the Project to the Client and the Consultant, the risks are allocated such that, to the fullest extent allowed by law, and notwithstanding any other provisions of this Agreement or the existence of applicable insurance coverage, that the total liability, in the aggregate, of the Consultant and the Consultant's officers, directors, employees, agents, and subconsultants to the Client or to anyone claiming by, through or under the Client, for any and all claims, losses, costs, attorneys fees, or damages whatsoever arising out of or in any way related to the services under this Agreement from any causes, including but not limited to, the negligence, professional errors or omissions, strict liability or breach of contract or any

warranty, express or implied, of the Consultant or the Consultant's officers, directors, employees, agents, and subconsultants shall not exceed twice the total compensation received by the Consultant under the IPO or $50,000, whichever is greater. Higher limits of liability may be negotiated for additional fee. This Section is intended solely to limit the remedies available to the Client or those claiming by or through the Client, and nothing in this Section shall require the Client to indemnify the Consultant.

12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.

13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed or unknown conditions or related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.

14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.

15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action by the Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes.

16) Construction Phase Services.
    a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.

b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of observing construction and reporting to the Client whether the contractors' work generally conforms to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. This Agreement gives no rights or benefits to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of the Client and the Consultant. The Client shall not assign or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to the use by the Consultant of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in

writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State where the Project is located. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable shall be ineffective to the extent of such unenforceability without invalidating the remaining provisions. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

TOWN OF WEAVERVILLE	KIMLEY-HORN AND ASSOCIATES, INC.
SIGNED: _____	SIGNED: _____
PRINTED NAME: _____	PRINTED NAME: _____
TITLE: _____	TITLE: _____
DATE: _____	DATE: _____

INDIVIDUAL PROJECT ORDER NUMBER _____

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant), and _____ (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated _____, which is incorporated herein by reference.

Identification of Project:

Project Name:
KH Project Manager:
Project Number:

Specific scope of basic Services:

Additional Services if required:

Schedule:

Deliverables:

Terms of compensation:

Other special terms of Individual Project Order:

ACCEPTED:

CLIENT	**KIMLEY-HORN AND ASSOCIATES, INC**.
BY:_____	BY:_____
TITLE:_____	TITLE:_____
	P.E. No.: _____
DATE:_____	DATE:_____

EXHIBIT B

STATE OF NORTH CAROLINA **Contract Identification #_____**

TOWN OF WEAVERVILLE **MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES**

THIS MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES is entered into this the 8th day of January, 2026, by and between, Terra Firma Design, PLLC, a North Carolina Corporation with its principal business offices located at 4 Wall Street Asheville, North Carolina (the "Professional"), and the Town of Weaverville, a municipal corporation of the State of North Carolina, (the "Town"). Town and Professional may collectively be referred to as "Parties" hereinafter.

WITNESSETH:

WHEREAS, Town is engaged in the development, planning, operation, and utilization of infrastructure in the Town, including water, sewer, stormwater, gas, and electric utilities, public roads, sidewalks, and greenway facilities, which from time to time require design, revision, engineering, evaluation, surveying, testing, and other related projects; and

WHEREAS, the professional services of engineers, surveyors and others will from time to time in the future be needed by the Town for the services as described above; and

WHEREAS, pursuant to N.C.G.S. 143-64.31, it is the public policy of the State of North Carolina that municipalities announce all requirements for architectural, engineering, and surveying services, and select firms qualified on the basis of demonstrated competence and qualifications, and negotiate contracts for services at a fair and reasonable fee with the best qualified firm; and

WHEREAS, Professional provides professional services of the nature required by the Town and employs trained and experienced technical personnel possessing adequate knowledge, skills, and experience to provide such professional services to the Town; and

WHEREAS, pursuant to N.C.G.S. 143-64.31 the Town announced to various competing firms its need for on-call professional services of the nature described in this Agreement through a "Request for Qualifications for On-Call Engineering Services" (RFQ) dated 10/24/2025, and the Professional provided a Statement of Qualifications (SOQ) in response to the RFQ, titled Terra Firma Design SOQ_Town of Weaverville RFQ On Call Services and dated 10/23/2025 and is willing to serve as one of the Town's professional Civil Engineers on an on-call basis for each project authorized under this Agreement.

WHEREAS, the Parties contemplate that the services of the Professional will be performed in various stages in accordance with Task Orders submitted by the Professional

followed by separate authorizations to be issued by the Town, and the Parties desire to set forth the basic terms of their agreement in this Master Agreement for On-Call Professional Services rather than in the separate authorizations issued by the Town; and

WHEREAS, the Parties agree that this Agreement is non-exclusive and does not require or commit the Professional to being available to perform services until a Task Order is submitted, and does not preclude the Town from hiring other vendors or professionals to perform the same or similar work.

NOW THEREFORE, in consideration of the foregoing recitals, and the premises and mutual covenants herein contained, the receipt and adequacy of which is hereby acknowledged, the Parties, intending to be legally bound, hereto do contract and agree as follows:

1. REQUEST FOR TASK ORDER.

Professional is qualified and able and hereby agrees to provide the following specific on-call services for the Town: Civil Engineering and Landscape Architecture. As the need for professional services contemplated by this Agreement arise, the Town will request a Task Order for said services from Professional which shall describe the scope of work, specifications, estimated schedule and the Town's requirements. If the Professional employs the qualified personnel that meet the Town's requirements to perform the requested services, Professional shall submit to the Town within the time specified a written Task Order describing the necessary engineering, surveying, geotechnical, and/or environmental services, guidance, opinions and advice to be provided. The Task Order shall set forth in general terms the Professional's recommendations to carry out the work. The Task Order shall contain a fee schedule setting forth the fees for the services of the various categories of personnel to be assigned to the Town's project.

In the event of a conflict between the terms of a Task Order and this Agreement, this Agreement shall control.

2. ACCEPTANCE OF TASK ORDER.

The Town and the Professional contemplate certain discussions, negotiations and possible changes to the Task Order submitted by the Professional. Upon a meeting of the minds, Professional shall submit the final Task Order which shall set forth the agreement of the Parties. If said Task Order is acceptable, the Town shall accept the same in writing. The Town and the Professional agree that such written acceptance may be provided by electronic mail. Professional's fee schedule shall remain in effect during the term of this Agreement, unless modified by the Parties in writing. The Town shall provide Professional with a specific Authorization to Proceed for each Task Order accepted by the Town.

3. TIME OF COMMENCEMENT AND COMPLETION.

This Agreement shall terminate on January 31, 2029, unless terminated sooner in accordance with the terms of this Agreement, with the option of extending the agreement for an additional two (2) years. Professional shall commence and complete the work required by this Agreement in accordance with the dates provided in the Task Order as agreed upon by the Parties. Professional shall immediately notify the Town of any event or circumstance that may, immediately or in the future, impede the proper and timely execution of any work so that remedial action may be taken. Professional shall not begin any work pursuant to this Agreement or a Task Order until written confirmation has been provided by the Town. If Professional has not satisfactorily commenced or completed the work within the times specified, the Town may declare such delay a material breach of contract and may pursue all available legal and equitable remedies. Any changes to the schedule(s) provided in the Task Order must be agreed to in writing by the Town and the Professional.

4. PAYMENT OF SERVICES.

Professional shall submit to the Town monthly invoices for the services performed during that month, calculated based on the Task Order accepted by the Town. Town has the right to require the Professional to produce for inspection all of Professional's records, billing rates of personnel, and charges for direct expenses for which cost-plus compensation is provided to verify the accuracy of all invoices. Town shall pay Professional's invoices within thirty (30) days of receipt unless a bona fide dispute exists between Town and Professional concerning the accuracy of said invoice or the services covered thereby. Adjustments to an invoice for billing errors may extend the time for payment.

5. PROFESSIONAL STANDARDS AND DUTIES OF PROFESSIONAL.

Professional shall be held to the same standard and shall exercise the same degree of care, skill, and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in Buncombe County, North Carolina.

6. CONSULTANT AS CONSTRUCTION ADMINISTRATOR.

In the event the Town contracts with the Professional to provide construction administration services the Professional shall be responsible for determining that each construction contractor provides work to the quality level specified and in accordance with plans and specifications.

7. TIME AND COST ESTIMATES.

Professional's cost estimates and time estimates for construction, if required as part of a Task Order, shall be made on the basis of current labor and material prices and the Professional's experience and qualifications. Professional's estimates shall represent its best judgment as an experienced and qualified professional familiar with water and sewer utility projects, or other

projects for which Professional is employed. Although Professional has no control over the resources provided by construction contractors to meet contract schedules, Professional's estimates or forecast of schedules shall be made on the basis of its experience and qualifications and shall represent Professional's best judgment as an experienced and qualified professional familiar with water and sewer utility projects.

8. INDEMNIFICATION.

To the extent permitted by law, the Professional agrees to defend, pay on behalf of, indemnify, and hold-harmless the Town of Weaverville, its elected and appointed officials, employees, agents, and volunteers against any and all claims, demands, suits or losses, including all costs connected therewith, for any damages which may be asserted, claimed or recovered against or from the Town of Weaverville its elected or appointed officials, employees, agents, and volunteers by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof resulting from the negligence of the Professional.

9. APPLICABILITY OF LAWS AND REGULATIONS.

The Professional shall adhere to all laws, ordinances, and regulations of the United States, the State of North Carolina, the County of Buncombe, and the Town of Weaverville in the performance of the services outlined in this contract and any attached specifications. The Parties agree that this Agreement shall be governed and construed in accordance with the laws of the State of North Carolina and all disputes hereunder shall be resolved in accordance with the laws of the State of North Carolina. Any claim or action arising from this Agreement may only be brought in the General Court of Justice, Buncombe County, North Carolina.

10. E-VERIFY COMPLIANCE.

The Professional shall comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify). Professional shall require all of the Professional's subcontractors to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes (E-Verify).

11. QUALITY AND WORKMANSHIP.

All work shall be performed to the satisfaction of the Town. The work shall not be considered complete nor applicable payments rendered until the Town is satisfied with the services provided. Professional shall provide services in accordance with all federal, state and local law and in accordance with all governing agency regulations and shall be held to the same standard and shall exercise the same degree of care, skill and judgment in the performance of services for the Town as is ordinarily provided by a similar professional under the same or similar circumstances at the time in North Carolina.

12. INSURANCE.

The Professional shall maintain valid general liability insurance in the minimum amount of $1,000,000 and provide certificates of such insurance naming the Town of Weaverville as an *additional insured* by endorsement to the policies. If the policy has a blanket additional insured provision, the Professional's insurance shall be primary and non-contributory to other insurance. Additionally, the Professional shall maintain and show proof of workers' compensation and employer's liability insurance in the minimum amount of $1,000,000; and shall show proof of professional liability coverage in a minimum amount of $2,000,000. The Professional shall provide notice of cancellation, non-renewal or material change in coverage to the Town of Weaverville within 10 days of their receipt of notice from the insurance company.

All required certificates of insurance, endorsements, and blanket additional insured policy provisions are attached and considered part of this document. Notwithstanding the foregoing, neither the requirement of Professional to have sufficient insurance nor the requirement that Town is named as an additional insured, shall constitute waiver of the Town's governmental immunity in any respect, under North Carolina law.

The Town may require additional types of insurance or coverage amounts in excess of those stated herein to perform specific task orders.

13. DEFAULT.

In the event of substantial failure by Professional to perform in accordance with the terms of this Agreement, Town shall have the right to terminate Professional upon seven (7) days written notice in which event Professional shall have neither the obligation nor the right to perform further services under this Agreement.

14. TERMINATION FOR CONVENIENCE.

Town shall have the right to terminate this Agreement for the Town's convenience upon thirty (30) days written notice to Professional. Professional shall terminate performance of services on a schedule acceptable to the Town. In the event of termination for convenience, the Town shall pay Professional for all services satisfactorily performed.

-This Area Left Blank Intentionally-

15. NOTICE.

Any formal notice, demand, or request required by or made in connection with this Agreement shall be deemed properly made if delivered in writing or deposited in the United States mail, postage prepaid, to the address specified below.

TO PROFESSIONAL: Terra Firma Design, PLLC
Attn: Jason Hambley
4 Wall Street
Asheville, NC 28801

_____

_____

TO TOWN: Town of Weaverville
Attention: Angela Reece
Public Works Director
15 Quarry Road
Weaverville, NC 28787

16. DELAY BEYOND THE CONTROL OF THE PARTIES.

Neither Professional nor Town shall be in default of the provisions of this Agreement for delays in performance due to forces beyond the control of the parties. "Forces beyond the control of the parties" shall mean, but is not limited to, delay caused by fire, acts of God, flood, earthquakes, storms, lightning, epidemic, war, riot, and/or civil disobedience.

17. NONWAIVER FOR BREACH.

No breach or non-performance of any term of this Agreement shall be deemed to be waived by either party unless said breach or non-performance is waived in writing and signed by the parties. No waiver of any breach or non-performance under this Agreement shall be deemed to constitute a waiver of any subsequent breach or non-performance and for any such breach or non-performance each party shall be relegated to such remedies as provided by law.

18. CONSTRUCTION.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

19. NO REPRESENTATIONS.

The parties hereby warrant that no representations about the nature or extent of any claims, demands, damages, or rights that they have, or may have, against one another have been made to them, or to anyone acting on their behalf, to induce them to execute this Agreement, and they rely on no such representations; that they have fully read and understood this Agreement before signing their names; and that they act voluntarily and with full advice of counsel.

20. SEVERABILITY.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

21. COUNTERPARTS.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument.

22. MODIFICATION.

This Agreement contains the full understanding of the parties. Any modifications or addendums to this Agreement must be in writing and executed with the same formality as this Agreement.

23. BINDING EFFECT.

The terms of this Agreement shall be binding upon the parties' heirs, successors, and assigns.

24. ASSIGNMENT.

Professional shall not assign, sublet, or transfer any rights under or interest in (including, but without limitation, monies that may become due or monies that are due) this Agreement without the written consent of the Town. Nothing contained in this paragraph shall prevent Professional from employing such independent consultants, associates, and sub-contractors as it may deem appropriate to assist Professional in the performance of services rendered.

25. INDEPENDENT CONTRACTOR.

Professional is an independent contractor and shall undertake performance of the services pursuant to the terms of this Agreement as an independent contractor. Professional shall be wholly responsible for the methods, means and techniques of performance.

26. NON-APPROPRIATION.

Notwithstanding any other provisions of this Agreement, the parties agree that payments due hereunder from the Town are from appropriations and monies from the Town Council and any other governmental entities. In the event sufficient appropriations or monies are not made available to the Town to pay the terms of this Agreement for any fiscal year, this Agreement shall terminate immediately without further obligation of the Town.

27. IRAN DIVESTMENT ACT

N.C.G.S. 147-86.60 prohibits the State of North Carolina, a North Carolina local government, or any other political subdivision of the State of North Carolina from contracting with any entity that is listed on the Final Divestment List created by the North Carolina State Treasurer pursuant to N.C.G.S. 147-86.58. N.C.G.S. 147-86.59 further requires that contractors with the State, a North Carolina local government, or any other political subdivision of the State of North Carolina must not utilize any subcontractor found on the State Treasurer's Final Divestment List. As of the date of execution of this Agreement the Professional hereby certifies that the Professional is not listed on the Final Divestment List created by the North Carolina State Treasurer and that the Professional will not utilize any subcontractors found on the Final Divestment List.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this_____day of_____, 2026.

Professional

Name: Jason R. Hambley
Name of Professional (type or print)

By:_____
(Signature)

Title: Principal

Attest:

_____
(Witness)

Town of Weaverville

_____
Angela Reece, Public Works Director

Attest:

_____
Town Clerk

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

_____
Finance Director

EXHIBIT C

DRAFT

TASK ORDER No._____

UNDER
MASTER AGREEMENT FOR ON-CALL PROFESSIONAL SERVICES

This Task Order ("Task Order"), made as of the_____day of_____, 20__, by and between the Town of Weaverville (hereafter, "Town") and_____ _____("Professional").

WITNESSETH

WHEREAS, Town and Professional entered into a Master Agreement for On-Call Professional Services dated_____("Master Agreement"); and

WHEREAS, Town has determined it is in need of Services for On-Call Water Resources, Professional Engineering, Landscape Architecture, Surveying, Geotechnical, and/or Environmental Engineering Services ("Project"), and Professional desires to provide such Services; and

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt of which is acknowledged, the parties agree as follows.

1. Recitals, Purpose and Effective Date. The Recitals and the Master Agreement are incorporated into this Task Order. Each party represents and warrants that it has in its possession and is familiar with the Master Agreement, and agrees that such does not need to be attached to this Task Order. The purpose of this Task Order is to set forth specific terms and conditions pursuant to which Professional shall provide Services for the Project. The Project is_____ and is further identified on Attachment 1 Scope of Work attached hereto and incorporated herein by reference. The Effective Date of this Task Order is the date on which it is executed by the last to execute this Task Order.

2. Commencement and Termination.
   A. Professional's services on Project shall commence upon a Notice to Proceed and Purchase Order issued by Town or as otherwise provided in Attachment 1.
   B. If the Master Agreement terminates before the Services provided here under are completed, then and in that event the Master Agreement shall continue as to Project until such time as Project is satisfactorily completed.

3. Schedule, Milestone Dates. Project schedule, including date by which Services shall be completed, and all deliverables to be delivered is provided in Attachment1.

4. Fee for Services.
   A. The fixed fee total compensation for Basic Services is provided in Attachment 1.
   B. The fee for Additional Services, if any, shall be determined as provided in Attachment 1, or, if not so provided, as provided in Agreement.

5. Key Personnel and Use of Subcontractors.
    A. Professional's key personnel are provided in Attachment 1.
    B. If Professional is to use subcontractors for a portion of its Services, then the following applies to such subcontractor(s):

        No changes in Professional's key personnel or subcontractors designated in this Task Order as those who will provide Services shall be permitted except with the prior written consent of Town, which consent shall not be unreasonably withheld.

6. Insurance. Professional represents and warrants that all insurance requirements set forth in Agreement continue to be met.

7. Amendment. This Task Order may be amended only by written amendment of the parties.

In witness thereof, the contracting parties, by their authorized agents, affix their signatures and seals this_____day of_____, 20__.

Professional

Name:_____
Name of Professional (type or print)

By:_____
(Signature)

Title:_____

Attest:

_____
(Witness)

Town of Weaverville

_____
Angela Reece, Public Works Director

Attest:

_____
Town Clerk

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

_____
Finance Director

ATTACHMENT 1

SCOPE OF WORK

The Project is _____

The Basic Services are _____

Project Schedule and Deliverables:

Fixed Fee Total Compensation for BasicServices:

Method of Determining Fee for Additional Services:

Key Personnel:

AGREEMENT BETWEEN OWNER AND ENGINEER FOR PROFESSIONAL SERVICES TASK ORDER EDITION

This Master Services Agreement between **[name of Owner]** (Owner) and **Three Notch Group, Inc.** (Engineer) shall be effective until terminated by either party. Engineer's services under this Agreement will be memorialized through the execution of various Amendments to this Agreement.

Owner and Engineer further agree as follows:

1.01 Services of Engineer

A. Engineer shall provide or furnish the Services as outlined in its Scope of Work Document(s) to be provided by Amendment. Any work assignments deemed to be minor in nature may be issued and authorized by the Owner and consented to by the Engineer via email.

2.01 Owner's Responsibilities

A. Owner shall provide Engineer with existing Project-related information and data in Owner's possession and needed by Engineer for performance of Engineer's Services. Owner will advise the Engineer of Project-related information and data known to Owner but not in Owner's possession. Engineer may use and rely upon Owner-furnished information and data in performing its Services, subject to any express limitations applicable to the furnished items.

1. Following Engineer's assessment of initially-available Project information and data, and upon Engineer's request, Owner shall obtain, furnish, or otherwise make available (if necessary through retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Services; or, with consent of Engineer, Owner may authorize the Engineer to obtain or provide all or part of such additional information and data as Additional Services.

B. Owner shall provide necessary direction and make decisions, including prompt review of Engineer's submittals, and carry out its other responsibilities in a timely manner so as not to delay Engineer's performance. Owner shall give prompt notice to Engineer whenever Owner observes or otherwise becomes aware of (1) any relevant, material defect or nonconformance in Engineer's Services, or (2) any development that affects the scope or time of performance of Engineer's Services.

C. Responsibilities specific to individual assignments will be detailed in each respective Amendment.

3.01 Term and Times for Rendering Services

A. Engineer shall complete its Services within a reasonable period of time. Each Amendment shall identify the applicable start date and estimated schedule for completion.

B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's Services is impaired, or Engineer's Services are

Modified EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

delayed or suspended, then the time for completion of Engineer's Services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.

4.01 Invoices and Payments

A. Invoices: Engineer shall prepare invoices in accordance with its standard invoicing practices and submit the invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

B. Payment: As compensation for Engineer providing or furnishing Services and Additional Services, Owner shall pay Engineer as set forth in this Paragraph 4.01, Invoices and Payments. If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion.

C. Failure to Pay: If Owner fails to make any payment due Engineer for Services, Additional Services, and expenses within 30 days after receipt of Engineer's invoice, then (1) the amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; (2) in addition Engineer may, after giving 7 days' written notice to Owner, suspend Services under this Agreement until Engineer has been paid in full all amounts due for Services, Additional Services, expenses, and other related charges, and in such case Owner waives any and all claims against Engineer for any such suspension; and (3) if any payment due Engineer remains unpaid after 90 days, Engineer may terminate the Agreement for cause pursuant to Paragraph 5.01.A.2.

D. Reimbursable Expenses: Engineer is entitled to reimbursement of expenses only if so indicated in Paragraph 4.01.E or 4.01.F. If so entitled, and unless expressly specified otherwise, the amounts payable to Engineer for reimbursement of expenses will be the Project-related internal expenses actually incurred or allocated by Engineer, plus all invoiced external expenses allocable to the Project, including Engineer's subcontractor and subconsultant charges, with the external expenses multiplied by a factor of **1.15**.

E. Basis of Payment

1. All payment terms will be governed by the applicable Amendment. Where no rates are defined, the Engineer’s current Exhibit B rates shall apply.

2. Lump Sum (defined in Amendment). Owner shall pay Engineer for Services as follows:

   a. A Lump Sum amount outlined in the Amendment.

   b. The portion of the compensation amount billed monthly for Engineer's Services will be based upon Engineer's estimate of the percentage of the total Services actually completed during the billing period.

3. Hourly Rates (per Exhibit B in the Amendment). Owner shall pay Engineer for Services as follows:

   a. An amount equal to the cumulative hours charged to the Project by Engineer's employees times Engineer’s hourly rates for each applicable billing class, plus reimbursement of expenses incurred in connection with providing the Services.

   b. Engineer's rates will be based on its most current Schedule of Hourly Rates.

Modified EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

c. For work assignments issued by Amendments, the applicable compensation method shall be identified in each Amendment.

F. Additional Services: For Additional Services, Owner shall pay Engineer either a lump sum amount or an amount equal to the cumulative hours charged in providing the Additional Services by Engineer's employees, times Engineer's hourly rates for each applicable billing class; plus reimbursement of expenses incurred in connection with providing the Additional Services. If Additional Services are warranted, the proposed fee(s) and fee structure(s) will be submitted within an Amendment and shall be agreed upon by both parties prior to beginning any Additional Services.

5.01 Termination

A. Termination for Cause

1. Either party may terminate the Agreement for cause upon 30 days' written notice in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement, through no fault of the terminating party.

a. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 5.01.A.1 if the party receiving such notice begins, within 7 days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein will extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. In addition to its termination rights in Paragraph 5.01.A.1, Engineer may terminate this Agreement for cause upon 7 days' written notice (a) if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional, (b) if Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, (c) if payment due Engineer remains unpaid for 90 days, as set forth in Paragraph 4.01.C, or (d) as the result of the presence at the Site of Undisclosed Constituents of Concern. Constituents of Concern are defined as —Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), lead-based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to Laws and Regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

3. Engineer will have no liability to Owner on account of any termination by Engineer for cause.

B. Termination for Convenience: Either party may terminate an individual Amendment of this Agreement for convenience, effective upon fourteen (14) days' notice from the other party.

C. Payments Upon Termination: In the event of any termination under Paragraph 5.01, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement, and to reimbursement of

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

expenses incurred through the effective date of termination. Upon making such payment, Owner will have the limited right to the use of all deliverable documents, whether completed or under preparation, subject to the provisions of Paragraph 7.01, at Owner's sole risk.

1. If Owner has terminated the Agreement for cause and disputes Engineer's entitlement to compensation for services and reimbursement of expenses, then Engineer's entitlement to payment and Owner's rights to the use of the deliverable documents will be resolved in accordance with the dispute resolution provisions of this Agreement or as otherwise agreed in writing.

2. If Owner has terminated the Agreement for convenience, or if Engineer has terminated the Agreement for cause, then Engineer will be entitled, in addition to the payments identified above, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's subcontractors or subconsultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Paragraph 4.01.F.

6.01 General Considerations

A. The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer. Subject to the foregoing standard of care, Engineer may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.

B. Engineer shall not at any time supervise, direct, control, or have authority over any Contractor's work, nor will Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Contractor, or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Contractor to comply with laws and regulations applicable to that Contractor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Contractor.

C. Engineer neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor 's failure to furnish and perform its work.

D. Engineer's opinions of probable construction cost (if any) are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost prepared by Engineer. If Owner requires greater assurance as to probable construction cost, then Owner agrees to obtain an independent cost estimate.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

E. Engineer shall not be responsible for any decision made regarding the construction contract requirements, or any application, interpretation, clarification, or modification of the construction contract documents, other than those made by Engineer.

7.01 Ownership of Documents

A. All documents prepared or furnished by Engineer are instruments of service, and Engineer retains an ownership and property interest (including the copyright and the right of reuse) in such documents, whether or not the Project is completed. Engineer grants to Owner a limited license to use the deliverable documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all Services and Additional Services relating to preparation of the deliverable documents, and subject to the following limitations:

1. Owner acknowledges that such documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer;

2. Owner acknowledges such documents are not intended for reuse or modification on unrelated projects without Engineer's written consent. Any such use or reuse, or any modification of the documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and subconsultants;

B. Owner and Engineer agree to transmit, and accept, Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.

8.01 Indemnification

A. Indemnification by Engineer: To the fullest extent permitted by Law, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, Subconsultants, or Engineer's Subcontractors. This indemnification provision is subject to and limited by the provisions, in 9.01 "Limitation of Liability."

B. Indemnification by Owner: To the fullest extent permitted by Law, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Subconsultants, and Engineer's Subcontractors, from and against any and all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals, and all court, arbitration, or other dispute resolution costs) arising out of or relating to the Project, but only to the extent caused by any negligent act or omission of Owner or Owner's officers, directors, members, partners, agents, employees, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

9.01 Limitation of Liability

A. To the fullest extent permitted by law, Owner and Engineer (1) waive against each other, and the other's officers, directors, members, partners, agents, employees, subconsultants, and insurers, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes, and (2) agree that Engineer's total liability to Owner under this Agreement shall be limited to total insurance proceeds paid on behalf of or to Engineer by Engineer's insurers in settlement or satisfaction of Owner's Claims under the terms and conditions of Engineer's applicable insurance policies(see Exhibit C – Insurance Requirements attached hereto and incorporated herein).

B. The parties acknowledge that Engineer's Services do not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an unknown or undisclosed Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of Services on the portion of the Project affected thereby until such portion of the Project is no longer affected, or terminate this Agreement for cause if it is not practical to continue providing Services.

C. Owner and Engineer agree to negotiate each dispute between them in good faith during the 30 days after notice of dispute. If negotiations are unsuccessful in resolving the dispute, then the parties may exercise their rights at law.

D. This Agreement is to be governed by the laws of the state in which the Project is located.

10.01 Successors, Assigns, and Beneficiaries

A. Successors and Assigns

1. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 10.01.A.2. the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

2. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

B. Beneficiaries: Unless expressly provided otherwise, nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.

Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

11.01 Governing Law / Dispute Resolution

A. This Agreement, including all Task Orders and any disputes arising therefrom, shall be governed by and construed in accordance with the laws of the state in which the Project that is the subject of the applicable Task Order is located.

B. The Owner and Engineer agree to first negotiate all disputes arising out of or relating to this Agreement or any Task Order in good faith for a period of thirty (30) days from the date of written notice of the dispute.

C. If the dispute remains unresolved after the negotiation period, the parties shall submit the dispute to non-binding mediation as a condition precedent to further legal action. Mediation shall be conducted in the state where the Project that is the subject of the Task Order is located, under the Commercial Mediation Rules of the American Arbitration Association or another mutually agreed-upon mediation service.

D. If the dispute is not resolved by mediation within one hundred twenty (120) days of the notice of mediation (or such longer period as the parties may agree in writing), either party may pursue legal remedies in a court of competent jurisdiction in the state and county where the Project is located, or in the appropriate federal court if jurisdiction exists.

E. Nothing in this clause shall preclude a party from seeking temporary or injunctive relief if reasonably necessary to preserve its rights or prevent irreparable harm pending mediation or litigation.

12.01 Total Agreement

A. This Agreement (including any expressly incorporated attachments), constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

Attachments:

Exhibit A, Scope of Work Document, defined in the form of Task Order Amendments

Exhibit B, Engineer's Schedule of Hourly Rates, defined in the form of Task Order Amendments

Exhibit C, Insurance Requirements

Modified EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

This Agreement's Effective Date is **[insert date]**.

Owner:	Engineer:
_____	Three Notch Group, Inc.
(name of organization)	(name of organization)
By: _____	By: _____
(authorized individual's signature)	(authorized individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)
Address for giving notices:	Address for giving notices:
_____	11 W Court Square
_____	Andalusia, AL 36420
_____	_____
Designated Representative:	Designated Representative:
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)
Address:	Address:
_____	_____
_____	_____
_____	_____
Phone: _____	Phone: _____
Email: _____	Email: _____

Modified EJCDC® E-520, Short Form of Agreement Between Owner and Engineer for Professional Services.
Copyright ©2020 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. **[Enter Amendment Number]**

Owner: **[Name of Owner]**
Engineer: **Three Notch Group, Inc.**
Project: **[Name of Project]**
Effective Date of Owner-Engineer Agreement: **[Effective Date of Agreement]**
Nature of Amendment: (Check those that apply)

☐ Additional Services to be performed by Engineer
☐ Modifications to services of Engineer
☐ Modifications to responsibilities of Owner
☐ Modifications of payment to Engineer
☐ Modifications to time(s) for rendering services
☐ Modifications to other terms and conditions of the Agreement

Description of Modifications:

[Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary. Include cost breakdown and documentation, if applicable.]

Agreement Summary:
Original agreement amount: $
Net change for prior amendments: $
This amendment amount: $
Adjusted Agreement amount: $
Change in time for services (days or date, as applicable):

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. The Effective Date of the Amendment is **[Enter Effective Date of Amendment]**.

Owner	Engineer
_____	Three Notch Group, Inc.
(typed or printed name of organization)	(typed or printed name of organization)
By: _____	By: _____
(individual's signature)	(individual's signature)
Date: _____	Date: _____
(date signed)	(date signed)
Name: _____	Name: _____
(typed or printed)	(typed or printed)
Title: _____	Title: _____
(typed or printed)	(typed or printed)

by

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

DATE OF MEETING: February 2, 2026

SUBJECT: USACE Grant for Water System Improvements – Project Partnership Agreement

PRESENTER: Assistant Town Manager Jackson

ATTACHMENTS: Project Partnership Agreement

DESCRIPTION/SUMMARY OF REQUEST:

The Town was awarded a $4M grant from the US Army Corps of Engineers (USACE) for water system improvements. These monies are being used by USACE to install a redundant waterline across Reems Creek and for replacement of aging and undersized waterlines in the downtown area. There is a $1M monetary match that the Town will need to contribute, but this grant allows the Town to get $5M in capital improvements accomplished.

The Assistant Town Manager has been involved in this project from the beginning and will be at tonight's meeting to review the highlights.

The Town Attorney has reviewed the proposed Project Partnership Agreement and will be able to address questions concerning the Agreement and a couple of changes that he has proposed to USACE.

STRATEGIC PLAN ALIGNMENT	Goal 2 – Emergency Preparedness & Community Resilience
FINANCIAL/BUDGET IMPACT	$1M Matching Funds

ACTION REQUESTED:

Town Council is asked to approve the proposed Project Partnership Agreement in order to accept these grant funds and allow USACE to move forward with the projects expeditiously.

Suggested motion:

> *I move that we approve the Project Partnership Agreement as proposed or with changes approved by the Town Attorney.*

AGREEMENT
BETWEEN
THE DEPARTMENT OF THE ARMY
AND
TOWN OF WEAVERVILLE, NC
FOR
DESIGN AND CONSTRUCTION ASSISTANCE
FOR THE
WEAVERVILLE WATER IMPROVEMENTS PROJECT

THIS AGREEMENT is entered into this ___ day of _____, _____, by and between the Department of the Army (hereinafter the "Government"), represented by the District Commander for Nashville District (hereinafter the "District Commander") and the TOWN OF WEAVERVILLE, NC (hereinafter the "Non-Federal Sponsor"), represented by its MAYOR.

WITNESSETH, THAT:

WHEREAS, the provision of design and construction assistance for the non-Federal project for WEAVERVILLE WATER IMPROVEMENTS PROJECT at WEAVERVILLE, NORTH CAROLINA was authorized by Section 219(f) (547) of the Water Resources Development Act of 1992, Public Law 102-580, as amended (hereinafter "Section 219");

WHEREAS, the Government will provide design and construction assistance by undertaking increment(s) of work, as defined in Article I.A. of this Agreement;

WHEREAS, Section 219(b) specifies applicable cost-sharing requirements; and

WHEREAS, the Government and the Non-Federal Sponsor have the full authority and capability to perform in accordance with the terms of this Agreement and acknowledge that this Agreement shall be enforceable in the appropriate district court of the United States.

NOW, THEREFORE, the parties agree as follows:

ARTICLE I - DEFINITIONS

A. The term "increment of work" means design and construction of features, as generally described in a Letter Report, and approved by the District Commander for Nashville District. The initial increment of work consists of water line extension, water line replacement, and altitude valves as generally described in the Letter Report for Weaverville Water Improvements Project, dated October 2025 and approved by the District Commander for Nashville District on November 13, 2025. Each additional increment of work, if any, will be described in a separate Letter Report, which will

specify the amount of Federal funds available for such work. In the event of a conflict between this Agreement and a Letter Report, this Agreement will control.

B. The term "HTRW" means hazardous, toxic, and radioactive wastes, which includes any material listed as a "hazardous substance" (42 U.S.C. 9601(14)) regulated under the Comprehensive Environmental Response, Compensation, and Liability Act (hereinafter "CERCLA") (42 U.S.C. 9601-9675) and any other regulated material in accordance with applicable laws and regulations.

C. The term "construction costs" means all costs incurred by the Government and Non-Federal Sponsor in accordance with the terms of this Agreement that are directly related to design and construction of an increment of work and cost shared. The term includes the Government's costs of engineering, design, including preparation of post-Agreement Letter Reports and conducting environmental compliance activities, and construction; the Government's supervision and administration costs; the Non-Federal Sponsor's creditable costs for providing real property interests, relocations, and in-kind contributions, if any; and the costs of historic preservation activities except for data recovery for historic properties, if any. The term does not include any costs for operation and maintenance; HTRW cleanup and response; dispute resolution; participation by the Government and the Non-Federal Sponsor in the Coordination Team to discuss significant issues and actions; audits; betterments; or the Non-Federal Sponsor's cost of negotiating this Agreement.

D. The term "real property interests" means lands, easements, and rights-of-way, including those required for relocations and borrow and dredged material placement areas. Acquisition of real property interests may require the performance of relocations.

E. The term "relocation" means the provision of a functionally equivalent facility to the owner of a utility, cemetery, highway, railroad, or public facility when such action is required in accordance with applicable legal principles of just compensation. Providing a functionally equivalent facility may include the alteration, lowering, raising, or replacement and attendant demolition of the affected facility or part thereof.

F. The term "in-kind contributions" means those services undertaken or materials provided by the Non-Federal Sponsor after the date of approval of the Letter Report for the increment of work that are identified as being integral to the design or construction of that increment of work, and approved in writing, by the Division Commander for Great Lakes and Ohio River Division hereinafter the ("Division Commander"). To be integral, the service or material must be part of work that the Government would otherwise have undertaken for design or construction of that increment of work. The in-kind contributions also include any initial investigations performed by the Non-Federal Sponsor to identify the existence and extent of any HTRW that may exist in, on, or under real property interests required for an increment of work; however, it does not include HTRW cleanup and response.

G. The term “betterments” means a difference in design or construction of an increment of work that results from the application of standards that the Government determines exceed those that the Government would otherwise apply to design or construction of that work.

H. The term “fiscal year” means one year beginning on October 1st and ending on September 30th of the following year.

ARTICLE II - OBLIGATIONS OF THE PARTIES

A. In accordance with Federal laws, regulations, and policies, the Government shall design and construct each increment of work using funds appropriated by the Congress and funds provided by the Non-Federal Sponsor. If after completion of the design portion of an increment of work, the parties mutually agree in writing not to proceed with construction of that increment of work, the parties shall conclude their activities relating to that increment of work and proceed to a final accounting in accordance with Article VI.E. In carrying out its obligations under this Agreement, the Non-Federal Sponsor shall comply with all requirements of applicable Federal laws and implementing regulations, including but not limited to, if applicable, Section 601 of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d), and Department of Defense Directive 5500.11 issued pursuant thereto; the Age Discrimination Act of 1975 (42 U.S.C. 6102); and the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Army Regulation 600-7 issued pursuant thereto.

B. The amount of Federal funds for each increment of work is limited to the amount identified in the Letter Report for that increment of work, with the Non-Federal Sponsor responsible for all costs in excess of that amount, unless the Government, in its sole discretion, provides additional Federal funds for such work. If the Government determines that the Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor and suspend or terminate such work in accordance with Article VII.

C. The Non-Federal Sponsor shall contribute for each increment of work at least 25 percent of construction costs, as follows:

1. In accordance with Article III, the Non-Federal Sponsor shall provide the real property interests and relocations required for construction and operation and maintenance of each increment of work.

2. If providing in-kind contributions for an increment of work, the Non-Federal Sponsor shall obtain all applicable licenses and permits necessary for such work. The Non-Federal Sponsor shall begin operation and maintenance as functional portions of such work are completed. Upon completion of the work, the Non-Federal Sponsor shall so notify the Government within 30 calendar days and provide the Government with a copy of as-built drawings for the work.

3. After considering the estimated amount of credit that will be afforded to the Non-Federal Sponsor pursuant to paragraphs C.1. and C.2., above, the Government shall determine the estimated amount of funds required from the Non-Federal Sponsor to meet its minimum 25 percent cost share for the then-current fiscal year. No later than 60 calendar days after receipt of notification from the Government, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

4. No later than August 1st prior to each subsequent fiscal year, the Government shall provide the Non-Federal Sponsor with a written estimate of the full amount of funds required from the Non-Federal Sponsor during that fiscal year to meet its cost share. No later than September 1st prior to that fiscal year, the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C.

5. If all Federal funds available for an increment of work will be exhausted prior to completion of such work, the Government shall notify the Non-Federal Sponsor of the full amount of funds required to complete the increment of work, and the Non-Federal Sponsor shall provide the full amount of such required funds to the Government in accordance with Article VI.C. within 60 days of such notification or shall complete such work as in-kind contributions in accordance with paragraph C.2. above.

D. To the extent practicable and in accordance with Federal law, regulations, and policies, the Government shall afford the Non-Federal Sponsor the opportunity to review and comment on contract solicitations, including relevant plans and specifications, prior to the Government's issuance of such solicitations; proposed contract modifications, including change orders; and contract claims prior to resolution thereof. Ultimately, the contents of solicitations, award of contracts, execution of contract modifications, and resolution of contract claims shall be exclusively within the control of the Government.

E. The Government, as it determines necessary, shall undertake actions associated with historic preservation, including, but not limited to, the identification and treatment of historic properties as those properties are defined in the National Historic Preservation Act of 1966, as amended (54 U.S.C. 300101-307108). All costs incurred by the Government for such work (including the mitigation of adverse effects other than data recovery) shall be included in construction costs and shared in accordance with the provisions of this Agreement. If historic properties are discovered during construction and the effect(s) of construction are determined to be adverse, strategies shall be developed to avoid, minimize, or mitigate these adverse effects. In accordance with 54 U.S.C. 312507, up to 1 percent of the total amount available for each increment of work may be applied toward data recovery of historic properties and such costs shall be borne entirely by the Government. In the event that costs associated with data recovery of historic properties exceed 1 percent of the total amount authorized to be appropriated for each increment of work, in accordance with 54 U.S.C. 312508, the Government will

seek a waiver from the 1 percent limitation under 54 U.S.C. 312507 and upon receiving the waiver, will proceed with data recovery at full Federal expense. Nothing in this Agreement shall limit or otherwise prevent the Non-Federal Sponsor from voluntarily contributing costs associated with data recovery that exceed 1 percent.

F. When the District Commander determines that construction of an increment of work is complete, the District Commander shall so notify the Non-Federal Sponsor in writing within 30 calendar days of such determination. The Non-Federal Sponsor is responsible for operation and maintenance of such increment of work, at no cost to the Government. The Government shall furnish the Non-Federal Sponsor with a copy of the as-built drawings for the completed work.

G. The Non-Federal Sponsor shall not use Federal program funds to meet any of its obligations under this Agreement unless the Federal agency providing the funds verifies in writing that the funds are authorized to be used for the increment of work. Federal program funds are those funds provided by a Federal agency, plus any non-Federal contribution required as a matching share therefor.

H. In addition to the ongoing, regular discussions between the parties, the Government and the Non-Federal Sponsor may establish a Coordination Team to discuss significant issues or actions. Neither the Government's nor the Non-Federal Sponsor's costs for participation on the Coordination Team shall be included in construction costs for cost-sharing purposes.

I. The Non-Federal Sponsor may request in writing that the Government perform betterments on the Non-Federal Sponsor's behalf. Each request shall be subject to review and written approval by the Division Commander. If the Government agrees to such request, the Non-Federal Sponsor, in accordance with Article VI.F., must provide funds sufficient to cover the costs of the betterments in advance of the Government performing the work. The Non-Federal Sponsor shall be responsible for obtaining all permits and licenses necessary for design, construction, and operation and maintenance of such betterments. In addition, the Non-Federal Sponsor is responsible for providing the real property interests and relocations required for construction, operation, and maintenance of such work at no cost to the Government.

ARTICLE III - REAL PROPERTY INTERESTS AND RELOCATIONS

A. The Government, after consultation with the Non-Federal Sponsor, shall determine the real property interests required for construction, operation, and maintenance of each increment of work. The Government shall provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of the real property interests that the Government determines the Non-Federal Sponsor must provide for construction, operation, and maintenance of such work, and provide the Non-Federal Sponsor with a written notice to proceed with acquisition. Prior to the Non-Federal Sponsor initiating acquisition of such real property interests or the Government

initiating construction on real property interests already owned or controlled by the Non-Federal Sponsor, the Non-Federal Sponsor, in accordance with Article IV.A., shall investigate to verify that HTRW does not exist in, on, or under the real property interests required for construction, operation, and maintenance of each increment of work. Subject to the requirements in Article IV.B., the Non-Federal Sponsor shall acquire the real property interests and shall provide the Government with authorization for entry thereto according to the Government's construction schedule for such work. The Non-Federal Sponsor shall ensure that real property interests provided for such work are retained in public ownership.

B. The Government, after consultation with the Non-Federal Sponsor, shall determine the relocations required for construction, operation, and maintenance of each increment of work, provide the Non-Federal Sponsor with general written descriptions, including maps as appropriate, of such relocations, and provide the Non-Federal Sponsor with a written notice to proceed with such relocations. The Non-Federal Sponsor shall perform or ensure the performance of these relocations in accordance with the Government's construction schedule for such work.

C. In acquiring the real property interests for each increment of work, the Non-Federal Sponsor assures the Government that it will comply with the following:

(1) fair and reasonable relocation payments and assistance shall be provided to or for displaced persons, as are required to be provided by a Federal agency under 42 U.S.C. 4622, 4623 and 4624;

(2) relocation assistance programs offering the services described in 42 U.S.C. 4625 shall be provided to such displaced persons;

(3) within a reasonable period of time prior to displacement, comparable replacement dwellings will be available to displaced persons in accordance with 42 U.S.C. 4625(c)(3);

(4) in acquiring real property, the Non-Federal Sponsor will be guided, to the greatest extent practicable under State or Commonwealth law, by the land acquisition policies in 42 U.S.C. 4651 and the provisions of 42 U.S.C. 4652; and

(5) displace persons will be paid or reimbursed for necessary expenses as specified in 42 U.S.C. 4653 and 4654.

ARTICLE IV - HTRW

A. The Non-Federal Sponsor shall be responsible for undertaking any investigations to identify the existence and extent of any HTRW regulated under applicable law that may exist in, on, or under real property interests required for construction, operation, and maintenance of each increment of work.

B. In the event it is discovered that HTRW exists in, on, or under any of the required real property interests needed for construction, operation, and maintenance of an increment of work, the Non-Federal Sponsor and the Government shall provide written notice to each other within 15 calendar days of such discovery, in addition to providing any other notice required by applicable law. If HTRW is discovered prior to acquisition, the Non-Federal Sponsor shall not proceed with the acquisition of such real property interests until the parties agree that the Non-Federal Sponsor should proceed. If HTRW is discovered in, on, or under real property interests the Non-Federal Sponsor owns or controls or after acquisition of the real property interests, no further activities within the contaminated area of that increment of work shall proceed until the parties agree on an appropriate course of action.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall consider any liability that might arise under applicable law and determine whether to initiate construction, or if already initiated, whether to continue, suspend, or terminate construction.

1. Should the parties initiate or continue construction, the Non-Federal Sponsor shall be solely responsible, as between the Government and the Non-Federal Sponsor, for the performance and costs of HTRW cleanup and response, including the costs of any studies and investigations necessary to determine an appropriate response to the contamination. The Non-Federal Sponsor shall pay such costs without reimbursement or credit by the Government. In no event will the Government proceed with that construction before the Non-Federal Sponsor has completed the required cleanup and response actions.

2. In the event the parties cannot reach agreement on how to proceed or the Non-Federal Sponsor fails to discharge its responsibilities under this Article upon direction by the Government, the Government may suspend or terminate construction. Additionally, the Government may undertake any actions it determines necessary to avoid a release of such HTRW with the Non-Federal Sponsor responsible for such costs without credit or reimbursement by the Government.

D. In the event of a HTRW discovery, the Non-Federal Sponsor and the Government shall initiate consultation with each other within 15 calendar days in an effort to ensure that responsible parties bear any necessary cleanup and response costs as required by applicable law. Any decision made pursuant to this Article shall not relieve any third party from any HTRW liability that may arise under applicable law.

E. To the maximum extent practicable, the Government and Non-Federal Sponsor shall perform their responsibilities under this Agreement in a manner that will not cause HTRW liability to arise under applicable law.

F. As between the Government and the Non-Federal Sponsor, the Non-Federal Sponsor shall be considered the owner and operator of each increment of work for purposes of CERCLA liability or other applicable law.

ARTICLE V - CREDIT FOR REAL PROPERTY INTERESTS, RELOCATIONS, AND CREDIT FOR IN-KIND CONTRIBUTIONS

A. The Government and the Non-Federal Sponsor agree that the Non-Federal Sponsor's costs that are eligible for inclusion in the construction costs for an increment of work and credited towards the Non-Federal Sponsor's share of such costs shall be determined in accordance with the following procedures, requirements, and conditions and subject to audit in accordance with Article X.B. to determine reasonableness, allocability, and allowability of costs.

1. Real Property Interests.

a. General Procedure. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs the value of required real property interests acquired from private owners after the date of approval of the Letter Report for an increment of work except that the value of real property interests donated to the Non-Federal Sponsor are not eligible for credit. The Non-Federal Sponsor shall obtain for each required real property interest acquired from private owners, an appraisal of the fair market value of such interest that is prepared by a qualified appraiser who is acceptable to the parties. Subject to valid jurisdictional exceptions, the appraisal shall conform to the Uniform Standards of Professional Appraisal Practice. The appraisal must be prepared in accordance with the applicable rules of just compensation, as specified by the Government. To the maximum extent practicable, no later than 3 months after it provides the Government with authorization for entry onto a real property interest or pays compensation to the owner for an increment of work, whichever occurs later, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the value of the required real property interests that are creditable to the Non-Federal Sponsor's share of such construction costs.

(1) Date of Valuation. The fair market value of real property interests acquired from private owners by the Non-Federal Sponsor after the date of approval of the Letter Report for an increment of work shall be the fair market value of such real property interests at the time the interests are acquired.

(2) Except for real property interests acquired through eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall submit an appraisal for each real property interest to the Government for review and approval no later than, to the maximum extent practicable, 60 calendar days after the Non-Federal Sponsor provides

the Government with an authorization for entry for such interest or concludes the acquisition of the interest, whichever occurs later. If, after coordination and consultation with the Government, the Non-Federal Sponsor is unable to provide an appraisal that is acceptable to the Government, the Government shall obtain an appraisal to determine the fair market value of the real property interest for crediting purposes.

(3) The Government shall credit the Non-Federal Sponsor the appraised amount approved by the Government. Where the amount paid or proposed to be paid by the Non-Federal Sponsor exceeds the approved appraised amount, the Government, at the Non-Federal Sponsor's request, shall consider all factors relevant to determining fair market value and, in its sole discretion, after consultation with the Non-Federal Sponsor, may approve in writing an amount greater than the appraised amount for crediting purposes.

b. Eminent Domain Procedure. For real property interests acquired by eminent domain proceedings instituted after the date of approval of the Letter Report for an increment of work, the Non-Federal Sponsor shall notify the Government in writing of its intent to institute such proceedings and submit the appraisals of the specific real property interests to be acquired for review and approval by the Government. If the Government provides written approval of the appraisals, the Non-Federal Sponsor shall use the amount set forth in such appraisals as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. If the Government provides written disapproval of the appraisals, the Government and the Non-Federal Sponsor shall consult to promptly resolve the issues that are identified in the Government's written disapproval. In the event that the issues cannot be resolved, the Non-Federal Sponsor may use the amount set forth in its appraisal as the estimate of just compensation for the purpose of instituting the eminent domain proceeding. The fair market value for crediting purposes shall be either the amount of the court award for the real property interests taken or the amount of any stipulated settlement or portion thereof that the Government approves in writing.

c. Waiver of Appraisal. Except as required by paragraph A.1.b. of this Article, the Government may waive the requirement for an appraisal pursuant to this paragraph if, in accordance with 49 C.F.R. Section 24.102(c)(2):

(1) the Non-Federal Sponsor determines that an appraisal is unnecessary because the valuation problem is uncomplicated and the anticipated value of the real property interest proposed for acquisition is estimated at $15,000 or less, based on a review of available data. When the Non-Federal Sponsor determines that an appraisal is unnecessary, the Non-Federal Sponsor shall prepare the written waiver valuation required by 49 C.F.R. Section 24.102(c)(2) and submit a copy thereof to the Government for approval. The Government may approve exceeding the $15,000 threshold, up to an amount of $35,000, if the Non-Federal Sponsor offers the owner the option of having the Non-Federal Sponsor appraise the real property interest.

(2) if the Non-Federal Sponsor determines that the acquisition is uncomplicated, has a low fair market value, and the Non-Federal Sponsor offers the owner the option to have the property appraised, the Non-Federal Sponsor may request in writing approval to use a waiver valuation for properties with estimated values of more than $35,000 and up to $50,000. If use of a waiver valuation is approved by the Government, the Non-Federal Sponsor shall provide a report measuring the cost and time benefits, condemnation rate, settlement rate, and other relevant metrics to document the administrative savings, accuracy, and efficacy of the use of the waiver valuation.

d. Incidental Costs. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the incidental costs, documented to the satisfaction of the Government, that the Non-Federal Sponsor incurred in acquiring required real property interests from private owners required for an increment of work after the date of approval of the Letter Report for such work. Such incidental costs include closing and title costs, appraisal costs, survey costs, attorney's fees, plat maps, mapping costs, actual amounts expended for payment of any relocation assistance benefits provided in accordance with Article III.C., and other payments by the Non-Federal Sponsor for items that are generally recognized as compensable, and required to be paid, by applicable State or Commonwealth law due to the acquisition of required real property interests.

e. Any publicly owned real property interests or real property interests owned by the Non-Federal Sponsor on the date of approval of the Letter Report and required for an increment of work will be provided by the Non-Federal Sponsor at no cost to the Government.

2. Relocations. The Government shall include in construction costs and credit towards the Non-Federal Sponsor's share of such costs, the costs of required relocations performed by the Non-Federal Sponsor after approval of the Letter Report for an increment of work. As relocations are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs.

a. For a relocation other than a highway, creditable costs shall be only that portion of relocation costs that the Government determines is necessary to provide a functionally equivalent facility, reduced by depreciation, as applicable, and the salvage value of any removed items.

b. For a relocation of a highway, which is any highway, roadway, or street, including any bridge thereof, that is owned by a public entity, creditable costs shall be only that portion of relocation costs that would be necessary to accomplish the relocation in accordance with the design standard that the State of North Carolina would

apply under similar conditions of geography and traffic load, reduced by the salvage value of any removed items.

c. Relocation costs, as determined by the Government, include actual costs of performing the relocation; planning, engineering, and design costs; and supervision and administration costs. Relocation costs do not include any costs associated with betterments, as determined by the Government, nor any additional cost of using new material when suitable used material is available.

3. In-Kind Contributions. The Government shall include in construction costs for an increment of work and credit towards the Non-Federal Sponsor's share of such costs, the costs of in-kind contributions performed by the Non-Federal Sponsor after the date of approval of the Letter Report for such work.

a. As in-kind contributions are completed for an increment of work and no later than 90 calendar days after such completion, the Non-Federal Sponsor shall provide documentation, satisfactory to the Government, for the Government to determine the costs that are creditable to the Non-Federal Sponsor's share of such construction costs. Appropriate documentation includes invoices and certification of specific payments to contractors, suppliers, and the Non-Federal Sponsor's employees.

b. The following costs are not eligible for inclusion in construction costs for an increment of work or creditable against the Non-Federal Sponsor's share of such costs: interest charges, or any adjustment to reflect changes in price levels between the time the in-kind contributions are completed and credit is afforded; in-kind contributions obtained at no cost to the Non-Federal Sponsor; or costs that exceed the Government's estimate of the cost for such in-kind contributions.

c. Although design performed by the Non-Federal Sponsor prior to approval of the Letter Report for an increment of work is not creditable as in-kind contributions under this Agreement, the Non-Federal Sponsor, at no cost to the Government, may voluntarily provide such design to the Government. The Government, in its sole discretion, may accept, modify, or reject such design, or any portion thereof, for use in constructing that increment of work. Prior to commencement of review by the Government of such design, the Non-Federal Sponsor shall provide a written certification and warranty to the Government that such design is free from any legal encumbrances and use restrictions, including but not limited to, any intellectual property rights and outstanding licensing requirements.

4. Compliance with Federal Labor Laws. In undertaking relocations and construction of in-kind contributions for an increment of work, the Non-Federal Sponsor shall comply with applicable Federal labor laws covering non-Federal construction, including, but not limited to, 40 U.S.C. 3141-3148 and 40 U.S.C. 3701-3708 (labor standards originally enacted as the Davis-Bacon Act, the Contract Work Hours and Safety Standards Act, and the Copeland Anti-Kickback Act), and credit may be withheld,

in whole or in part, as a result of the Non-Federal Sponsor's failure to comply with its obligations under these laws.

B. Notwithstanding any other provision of this Agreement, the Non-Federal Sponsor shall not be entitled to credit or reimbursement for any costs it incurs for real property interests, relocations, and in-kind contributions that exceed 25 percent of construction costs for an increment of work, and any such excess amount cannot be applied towards the non-Federal cost share for another increment of work; and for any costs incurred by the Non-Federal Sponsor prior to the effective date of this Agreement.

ARTICLE VI - PROVISION OF NON-FEDERAL COST SHARE

A. As of the effective date of this Agreement, construction costs for the initial increment of work are projected to be $5,333,333, with the amount of Federal funds available for such work limited to $4,000,000. The Non-Federal Sponsor's share of construction costs for the initial increment of work is projected to be $1,333,333, which includes creditable real property interests projected to be $49,500, creditable relocations projected to be $0, creditable in-kind contributions projected to be $60,000, and the amount of funds required to meet its minimum 25 percent cost share projected to be $1,223,883. The Letter Report for each additional increment of work will include information on the Federal funds available for the increment of work and the Non-Federal Sponsor's share of construction costs for such work. These amounts are estimates only that are subject to adjustment by the Government and are not to be construed as the total financial responsibilities of the Non-Federal Sponsor.

B. For each increment of work, the Government shall provide the Non-Federal Sponsor with monthly reports setting forth the estimated construction costs and the Government's and Non-Federal Sponsor's estimated shares of such costs; costs incurred by the Government, using both Federal and Non-Federal Sponsor funds, to date; the amount of funds provided by the Non-Federal Sponsor to date; the estimated amount of any creditable real property interests and relocations; the estimated amount of any creditable in-kind contributions; and the estimated amount of funds required from the Non-Federal Sponsor during the upcoming fiscal year.

C. The Non-Federal Sponsor shall provide the funds required to meet its share of construction costs by delivering a check payable to "FAO, USAED, Nashville (H3)" to the District Commander, or verifying to the satisfaction of the Government that the Non-Federal Sponsor has deposited such required funds in an escrow or other account acceptable to the Government, with interest accruing to the Non-Federal Sponsor, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government.

D. The Government shall draw from the funds provided by the Non-Federal Sponsor to cover the non-Federal share of construction costs as those costs are incurred. If the Government determines at any time that additional funds are needed

from the Non-Federal Sponsor to cover the Non-Federal Sponsor's required share of such construction costs, the Government shall provide the Non-Federal Sponsor with written notice of the amount of additional funds required. Within 60 calendar days from receipt of such notice, the Non-Federal Sponsor shall provide the Government with the full amount of such additional required funds.

E. Upon completion or termination of each increment of work, including resolution of all relevant claims and appeals and eminent domain proceedings, the Government shall conduct a final accounting and furnish the Non-Federal Sponsor with the written results of such final accounting. Should such final accounting determine that additional funds are required from the Non-Federal Sponsor to meet its share of construction costs, the Non-Federal Sponsor, within 60 calendar days of receipt of written notice from the Government, shall provide the Government with the full amount of such additional required funds by delivering a check payable to "FAO, USAED, Nashville (H3)" to the District Commander, or by providing an Electronic Funds Transfer of such required funds in accordance with procedures established by the Government. Such final accounting does not limit the Non-Federal Sponsor's responsibility to pay its share of construction costs, including contract claims or any other liability that may become known after the final accounting. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required to meet its share of construction costs, the Government shall refund such excess amount, subject to the availability of funds.

F. If the Government agrees to perform betterments on the Non-Federal Sponsor's behalf, the Government shall provide written notice to the Non-Federal Sponsor of the amount of funds required to cover such costs. No later than 60 calendar days after receiving written notice from the Government, the Non-Federal Sponsor shall make the full amount of such required funds available to the Government through either payment method specified in Article VI.E. If at any time the Government determines that additional funds are required to cover such costs, the Non-Federal Sponsor shall provide those funds within 30 calendar days from receipt of written notice from the Government. If the Government determines that funds provided by the Non-Federal Sponsor exceed the amount required for the Government to complete such work, the Government shall refund any remaining unobligated amount.

ARTICLE VII - TERMINATION OR SUSPENSION

A. If at any time the Non-Federal Sponsor fails to fulfill its obligations under this Agreement or the Government determines that available Federal funds for an increment of work will be exhausted prior to completion of such work, the Government may suspend or terminate design or construction.

B. In the event of termination, the parties shall conclude their activities relating to design and construction and conduct a final accounting in accordance with Article VI.E. To provide for this eventuality, the Government may reserve a percentage of available funds as a contingency to pay the costs of termination, including any costs of resolution of real property acquisition, resolution of contract claims, and resolution of contract modifications.

C. If HTRW is found to exist in, on, or under any required real property interests, the parties shall follow the procedures set forth in Article IV.

D. Any suspension or termination shall not relieve the parties of liability for any obligation incurred. Any delinquent payment owed by the Non-Federal Sponsor pursuant to this Agreement shall be charged interest at a rate, to be determined by the Secretary of the Treasury, equal to 150 per centum of the average bond equivalent rate of the 13 week Treasury bills auctioned immediately prior to the date on which such payment became delinquent, or auctioned immediately prior to the beginning of each additional 3 month period if the period of delinquency exceeds 3 months.

ARTICLE VIII - HOLD AND SAVE

The Non-Federal Sponsor shall hold and save the Government free from all damages arising from design, construction, or operation and maintenance of any work under this Agreement, except for damages due to the fault or negligence of the Government or its contractors.

ARTICLE IX - DISPUTE RESOLUTION

As a condition precedent to a party bringing any suit for breach of this Agreement, that party must first notify the other party in writing of the nature of the purported breach and seek in good faith to resolve the dispute through negotiation. If the parties cannot resolve the dispute through negotiation, they may agree to a mutually acceptable method of non-binding alternative dispute resolution with a qualified third party acceptable to the parties. Each party shall pay an equal share of any costs for the services provided by such a third party as such costs are incurred. The existence of a dispute shall not excuse the parties from performance pursuant to this Agreement.

ARTICLE X - MAINTENANCE OF RECORDS AND AUDITS

A. The parties shall develop procedures for the maintenance by the Non-Federal Sponsor of books, records, documents, or other evidence pertaining to costs and expenses for a minimum of three years after the final accounting. The Non-Federal Sponsor shall assure that such materials are reasonably available for examination, audit, or reproduction by the Government.

B. The Government may conduct, or arrange for the conduct of, audits. Government audits shall be conducted in accordance with applicable Government cost principles and regulations. The Government's costs of audits shall not be included in construction costs.

C. To the extent permitted under applicable Federal laws and regulations, the Government shall allow the Non-Federal Sponsor to inspect books, records, documents, or other evidence pertaining to costs and expenses maintained by the Government, or at the Non-Federal Sponsor's request, provide to the Non-Federal Sponsor or independent auditors any such information necessary to enable an audit of the Non-Federal Sponsor's activities under this Agreement. The Non-Federal Sponsor shall pay the costs of non-Federal audits without reimbursement or credit by the Government.

ARTICLE XI - RELATIONSHIP OF PARTIES

In the exercise of their respective rights and obligations under this Agreement, the Government and the Non-Federal Sponsor each act in an independent capacity, and neither is to be considered the officer, agent, or employee of the other. Neither party shall provide, without the consent of the other party, any contractor with a release that waives or purports to waive any rights a party may have to seek relief or redress against that contractor.

ARTICLE XII - NOTICES

A. Any notice, request, demand, or other communication required or permitted to be given under this Agreement shall be deemed to have been duly given if in writing and delivered personally or mailed by registered or certified mail, with return receipt, as follows:

If to the Non-Federal Sponsor:

Mayor
Town of Weaverville, NC
30 South Main Street
Weaverville, NC, 28787

If to the Government:

District Commander
U.S. Army Corps of Engineers, Nashville District
110 9th Avenue South, Room A-405
Nashville, TN 37203

B. A party may change the recipient or address to which such communications are to be directed by giving written notice to the other party in the manner provided in this Article.

ARTICLE XIII - CONFIDENTIALITY

To the extent permitted by the laws governing each party, the parties agree to maintain the confidentiality of exchanged information when requested to do so by the providing party.

ARTICLE XIV - THIRD PARTY RIGHTS, BENEFITS, OR LIABILITIES

Nothing in this Agreement is intended, nor may be construed, to create any rights, confer any benefits, or relieve any liability, of any kind whatsoever in any third person not a party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, which shall become effective upon the date it is signed by the District Commander.

DEPARTMENT OF THE ARMY

BY: _____
Guillermo J. Guandique
Lieutenant Colonel, U.S. Army
District Commander

DATE: _____

TOWN OF WEAVERVILLE, NC

BY: _____
Gary D. Lawrence
Mayor

DATE: _____

NON-FEDERAL SPONSOR'S
SELF-CERTIFICATION OF FINANCIAL CAPABILITY
FOR AGREEMENTS

I, _____, do hereby certify that I am the Assistant Town Manager of the Town of Weaverville, NC; that I am aware of the financial obligations of the Non-Federal Sponsor for the Weaverville Water Improvements Project; and that the Non-Federal Sponsor has the financial capability to satisfy the Non-Federal Sponsor's obligations under the Weaverville Water Improvements Project.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____, _____.

BY: _____

TITLE: _____

DATE: _____

CERTIFICATE OF AUTHORITY

I, _____, do hereby certify that I am the principal legal officer for the Town of Weaverville, NC, that the Town of Weaverville, NC is a legally constituted public body with full authority and legal capability to perform the terms of the Agreement between the Department of the Army and the Town of Weaverville, NC in connection with the Weaverville Water Improvements Project, and to pay damages, if necessary, in the event of the failure to perform in accordance with the terms of this Agreement , and that the person who executed this Agreement on behalf of the Town of Weaverville, NC acted within his statutory authority.

IN WITNESS WHEREOF, I have made and executed this certification this _____ day of _____ 20___.

_____
Michael Frue
Town Attorney

CERTIFICATION REGARDING LOBBYING

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, 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 31 U.S.C. 1352. 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.

_____

Gary D. Lawrence
Mayor of Weaverville, NC

DATE: _____

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, February 2, 2026

Subject: Planning Department Report for the 4th Quarter of Calendar Year 2025 and Calendar Year End

Presenter: Planning Director

Attachments: Planning Department Report – Q4, 2025 and Year End

Description:

Attached you will find a report reflective of permits issued in October, November and December 2025 and Planning Board and Board of Adjustment activity during the same time. Year end numbers as well as year over year comparisons have also been provided.

Action Requested:

None

Planning Department Report – Q4, 2025

Total Zoning Permits Issued: 28

Residential:
Single family dwellings: 16 **Internal upfit or accessory structure: 8**

Commercial:
New Commercial: 3 **Internal upfit or accessory structure: 1**
AdventHealth Campus Permitted on October 8, 2025

Sign Permits: 2

Planning Board Activity

October: The Board reviewed and offered a recommendation on the proposed zoning of the property commonly known as 10 Silverwood Farm Road should the property be annexed. The Board also continued its review of residential districts and uses. The Board reviewed and offered comment on the draft of the update of the comprehensive land use plan.

November: The Board reviewed and offered a recommendation on the revised proposed zoning of the property commonly known as 10 Silverwood Farm Road should the property be annexed. The Board reviewed and offered a positive recommendation on several zoning text amendments related to Session Law 2025-94.

Board of Adjustment Activity

October: The Board held an evidentiary hearing and granted a variance from the front yard setback established by the R-2 zoning district for the property commonly known as 68 Camsyn Drive.

Planning Department Report – Year End 2025

Total Number of Zoning Permits Issued in 2025: 103
Residential, new construction or addition or renovation: 87
Commercial, new construction or addition or renovation: 16

AdventHealth Hospital Campus permitted on October 8th.

Year over Year Zoning Permit Comparisons

2024: Residential, 93; Commercial, 23; Total: 116
2023: Residential, 94; Commercial, 23; Total:117
2022: Residential, 82; Commercial, 16: Total, 98
2021: Residential, 155; Commercial, 27: Total, 182
2020: Residential, 101; Commercial, 25; Total, 126
2019: Residential, 102; Commercial, 25; Institutional, 2; Total, 129
2018: Residential, 100; Commercial, 23; Total, 123
2017: Residential, 102; Commercial, 18; Total, 120
2016: Residential, 79; Commercial, 8; Total, 87
2015: Residential, 27; Commercial, 4; Total, 31
2014: Residential, 49; Commercial, 4; Total, 53 (with ETJ)

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

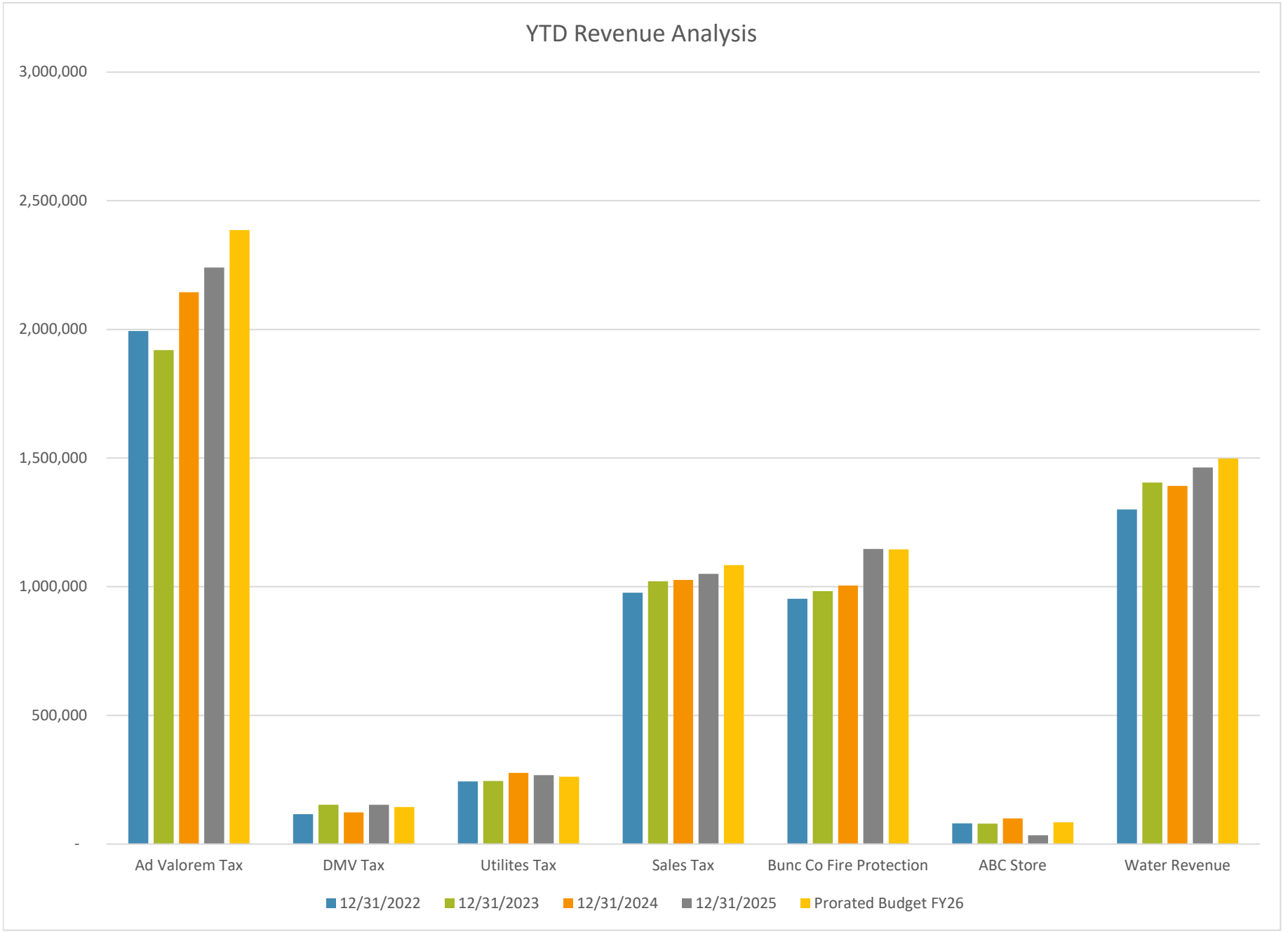
Date of Meeting:	February 2, 2026
Subject:	Departmental Quarterly Report: Finance
Presenter:	Town Finance Director
Attachments:	Quarterly Report – 2nd Quarter FY 2026

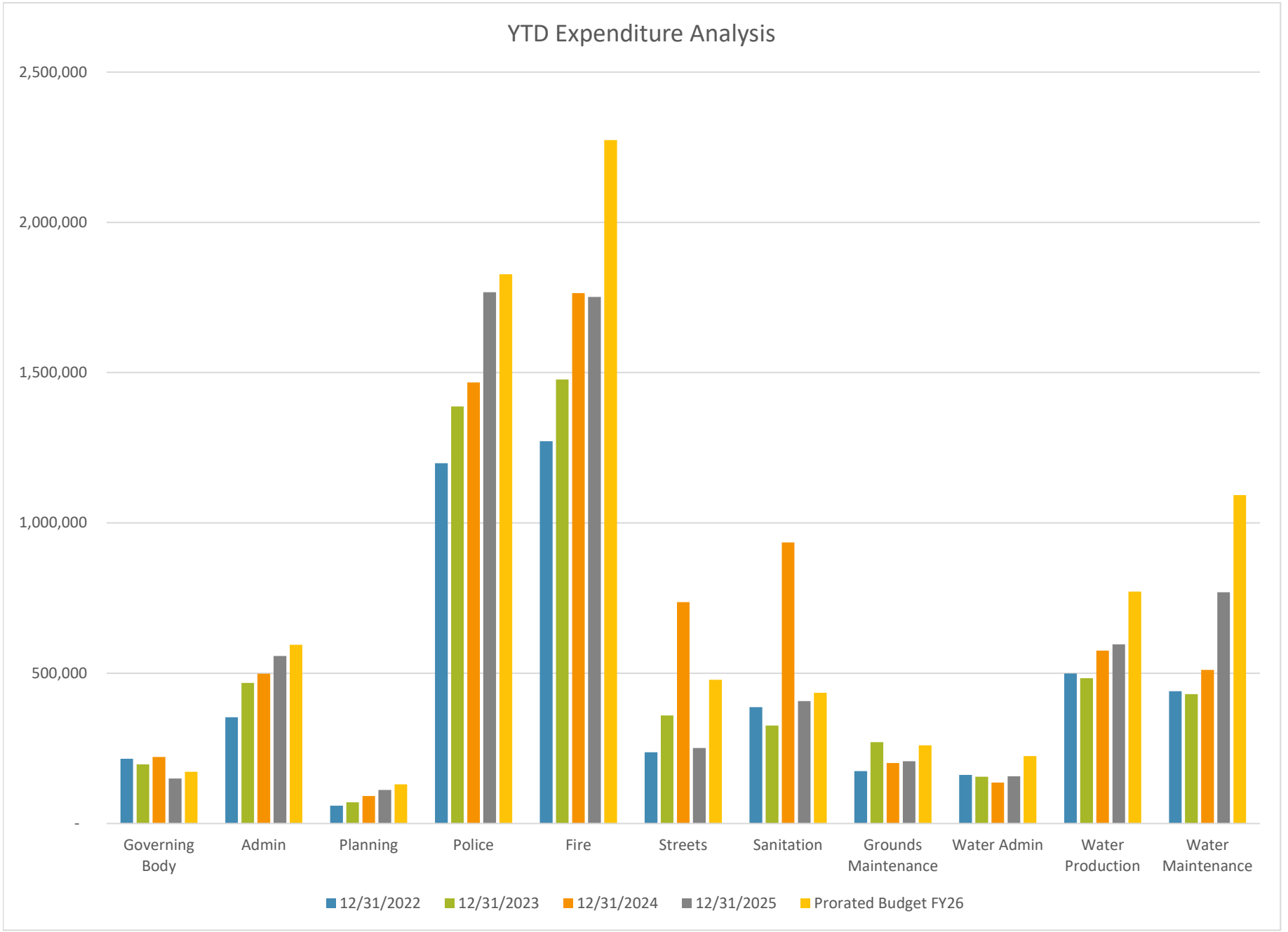
Description:

Attached please find the Finance Department's quarterly report, with charts summarizing revenues and expenditures as of 12/31/2025, as well as updated summaries of the Water Treatment Plant Expansion Project, the Water System Resiliency Project, and the Helene Disaster Response & Recovery Project.

Council Action Requested:

No action requested.


YTD Revenue Analysis
3,000,000
2,500,000
2,000,000
1,500,000
1,000,000
500,000
-
Ad Valorem Tax
DMV Tax
Utilites Tax
Sales Tax
Bunc Co Fire Protection
ABC Store
Water Revenue
12/31/2022
12/31/2023
12/31/2024
12/31/2025
Prorated Budget FY26


YTD Expenditure Analysis
2,500,000
2,000,000
1,500,000
1,000,000
500,000
-
Governing Body
Admin
Planning
Police
Fire
Streets
Sanitation
Grounds Maintenance
Water Admin
Water Production
Water Maintenance
12/31/2022
12/31/2023
12/31/2024
12/31/2025
Prorated Budget FY26

BUDGET REPORT BY FUND - REVENUE

Fiscal Year Start Date: 07/01/2025

Current Period End Date: 12/31/2025

Town Of Weaverville

FY 2025-2026

Ideal Remaining Percent: 50 %

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Fund: 010 General Fund						
010-004-300-04010 Prior Year Tax Revenue	3,000.00	14.42	3,011.15	0.00	-11.15	0
010-004-300-04020 Ad Valorem Tax Revenue	4,771,838.00	1,371,397.22	2,240,688.75	0.00	2,531,149.25	53
010-004-300-04025 Dmv Tax Revenue	288,513.00	24,445.29	153,065.51	0.00	135,447.49	47
010-004-300-04030 Tax Penalties & Interest	2,000.00	207.93	1,438.66	0.00	561.34	28
010-004-300-05010 Utilities Tax	522,594.00	148,751.31	267,797.95	0.00	254,796.05	49
010-004-300-05040 Beer & Wine Tax	19,000.00	0.00	0.00	0.00	19,000.00	100
010-004-300-05050 Powell Bill Distributions	164,000.00	84,001.01	168,002.03	0.00	-4,002.03	-2
010-004-300-05060 Local Govt Sales Tax	2,167,561.00	174,456.95	1,049,726.08	0.00	1,117,834.92	52
010-004-300-06040 Abc Store Distribution To To	170,000.00	0.00	33,856.90	0.00	136,143.10	80
010-004-300-06045 Abc Store - Alcohol Educatic	3,422.55	0.00	3,422.55	0.00	0.00	0
010-004-300-06050 Abc Store - Police Dept Rev	2,444.68	0.00	2,444.68	0.00	0.00	0
010-004-300-07050 Police Dept Grants	4,240.50	0.00	4,240.50	0.00	0.00	0
010-004-300-07075 Nature Park Grants	10,000.00	0.00	10,000.00	0.00	0.00	0
010-004-300-07076 Public Works Grants	35,000.00	0.00	63,000.00	0.00	-28,000.00	-80
010-004-300-09015 Cell Tower Revenue	22,300.00	1,854.28	11,125.68	0.00	11,174.32	50
010-004-300-09020 Miscellaneous Revenue	12,000.00	1,039.00	6,038.37	0.00	5,961.63	50
010-004-300-09022 Contributions Community Ce	1,250.00	0.00	1,250.00	0.00	0.00	0
010-004-300-09023 Contributions Wildlife Habita	840.56	0.00	0.00	0.00	840.56	100
010-004-300-09026 Contributions Fire Dept	0.00	-1,130.00	-100.00	0.00	100.00	0
010-004-300-09028 Cops For Kids	3,933.31	4,279.59	6,937.90	0.00	-3,004.59	-76
010-004-300-09030 Interest Earned	276,061.00	116,016.63	198,133.48	0.00	77,927.52	28
010-004-300-09031 Interest Earned Powell Bill	16,302.00	7,648.33	15,700.39	0.00	601.61	4
010-004-300-09039 Contributions Public Works	0.00	0.00	840.56	0.00	-840.56	0
010-004-300-09040 Planning & Zoning Fees	20,000.00	150.00	5,675.00	0.00	14,325.00	72
010-004-300-09041 Facility Use Rental Fees	45,000.00	1,950.00	19,592.50	0.00	25,407.50	56
010-004-300-09043 Property Insurance Claims	60,528.32	0.00	60,528.32	0.00	0.00	0
010-004-300-09044 Parking Enforcement Fees	3,400.00	160.00	4,120.00	0.00	-720.00	-21
010-004-300-09050 Sale Of Property	16,000.00	240.00	9,740.00	0.00	6,260.00	39
010-004-300-09053 Fees In Lieu Of Paving	0.00	0.00	112,200.00	0.00	-112,200.00	0
010-004-310-09900 Appropriated Fund Balance	2,730,857.46	0.00	0.00	0.00	2,730,857.46	100
General Fund Subtotal	11,372,086.38	1,935,481.96	4,452,476.96	0.00	6,919,609.42	61
Fund: 030 Water Fund						
030-004-300-08010 Water Revenue	2,996,505.00	246,252.22	1,463,861.48	0.00	1,532,643.52	51
030-004-300-08020 Miscellaneous Revenue	88,000.00	2,290.00	31,622.50	0.00	56,377.50	64
030-004-300-08030 Water Taps	26,250.00	0.00	6,825.00	0.00	19,425.00	74
030-004-300-08040 System Development Fees	190,600.00	155,375.00	182,875.00	0.00	7,725.00	4
030-004-300-08060 Fees For Msd Collection	86,990.00	7,299.25	43,337.66	0.00	43,652.34	50
030-004-300-09030 Interest Earned	122,299.00	0.00	35,192.94	0.00	87,106.06	71
030-004-310-09900 Appropriated Fund Balance	975,214.60	0.00	0.00	0.00	975,214.60	100
Water Fund Subtotal	4,485,858.60	411,216.47	1,763,714.58	0.00	2,722,144.02	61
Fund: 040 Nb Fire District Special Revenue Fund						
040-000-300-60010 Transfer From General Func	2,049,452.00	0.00	0.00	0.00	2,049,452.00	100
040-004-300-07060 Fire Dept Grants	50,000.00	0.00	50,000.00	0.00	0.00	0
040-004-300-09026 Contributions Fire Dept	1,030.00	1,130.00	1,130.00	0.00	-100.00	-10
040-004-300-09045 Fire Inspection Feees	1,000.00	100.00	600.00	0.00	400.00	40
040-004-310-09901 Appropriated Fund Balance	156,489.72	0.00	0.00	0.00	156,489.72	100
040-004-610-09900 Bunc Co Fire Protection	2,289,779.00	195,420.94	1,376,142.02	0.00	913,636.98	40
Nb Fire District Special Revenue Fund Subtotal	4,547,750.72	196,650.94	1,427,872.02	0.00	3,119,878.70	69

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Report Total Revenue	**$20,405,695.70**	**$2,543,349.37**	**$7,644,063.56**	**$0.00**	**$12,761,632.14**	**63**

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
Department: 411 Governing Body						
010-410-411-12100 Salaries & Wages	38,600.00	4,900.00	20,150.00	0.00	18,450.00	48
010-410-411-18100 Fica	2,953.00	374.84	1,541.49	0.00	1,411.51	48
010-410-411-19000 Professional Services	83,670.00	1,105.00	44,445.75	0.00	39,224.25	47
010-410-411-19500 Contract Labor	58,000.00	4,162.50	12,612.50	0.00	45,387.50	78
010-410-411-26000 Supplies / Materials	500.00	0.00	0.00	0.00	500.00	100
010-410-411-31000 Travel & Training	4,000.00	710.00	710.00	0.00	3,290.00	82
010-410-411-32100 Telephone/Internet	3,756.00	0.00	0.00	0.00	3,756.00	100
010-410-411-35100 Building Repair / Maintenan	12,000.00	2,211.04	9,619.02	0.00	2,380.98	20
010-410-411-39100 Advertising	3,000.00	0.00	0.00	0.00	3,000.00	100
010-410-411-39200 News Letters	1,000.00	0.00	0.00	0.00	1,000.00	100
010-410-411-39300 Printing	600.00	0.00	400.00	0.00	200.00	33
010-410-411-39500 Dues & Subscriptions	500.00	0.00	0.00	0.00	500.00	100
010-410-411-39510 Community Promotions	72,840.56	4,603.70	50,338.79	1,231.64	21,270.13	29
010-410-411-39520 Election Expenses	44,100.00	0.00	0.00	35,936.07	8,163.93	19
010-410-411-39530 Public Wi-Fi	18,000.00	1,500.00	9,390.00	9,000.00	-390.00	-2
010-410-411-40450 Insurance	801.00	0.00	406.68	0.00	394.32	49
Governing Body Subtotal	344,320.56	19,567.08	149,614.23	46,167.71	148,538.62	43
Department: 412 Administration						
010-410-412-12100 Salaries & Wages	517,470.00	45,987.14	277,780.31	0.00	239,689.69	46
010-410-412-18100 Fica	39,587.00	3,448.31	20,797.44	0.00	18,789.56	47
010-410-412-18200 Retirement	74,257.00	6,635.93	40,083.62	0.00	34,173.38	46
010-410-412-18210 401-K Match	25,874.00	2,412.97	15,431.65	0.00	10,442.35	40
010-410-412-18300 Health Insurance	74,478.00	4,637.78	29,733.78	0.00	44,744.22	60
010-410-412-19000 Professional Services	114,600.00	5,662.29	23,081.59	4,260.10	87,258.31	76
010-410-412-19500 Contract Labor	36,000.00	2,000.00	10,150.00	13,850.00	12,000.00	33
010-410-412-19600 Tax Collection Fees	95,437.00	27,432.39	44,902.76	0.00	50,534.24	53
010-410-412-25000 Vehicle Supplies	6,500.00	573.78	4,114.07	0.00	2,385.93	37
010-410-412-26000 Supplies / Materials	24,000.00	1,870.46	13,474.02	1,112.69	9,413.29	39
010-410-412-31000 Travel & Training	13,000.00	1,400.60	5,046.78	0.00	7,953.22	61
010-410-412-32100 Telephone / Internet	20,258.00	1,700.47	9,927.53	0.00	10,330.47	51
010-410-412-32500 Postage	2,000.00	0.00	1,022.10	0.00	977.90	49
010-410-412-33100 Utilities	7,018.00	540.49	2,612.44	0.00	4,405.56	63
010-410-412-35100 Building Repair / Maintenan	35,152.93	641.00	6,909.77	0.00	28,243.16	80
010-410-412-35200 Equipment Maintenance	5,000.00	475.07	2,247.90	0.00	2,752.10	55
010-410-412-35300 Vehicle Maintenance	500.00	0.00	90.00	0.00	410.00	82
010-410-412-39100 Advertising	500.00	0.00	0.00	0.00	500.00	100
010-410-412-39500 Dues & Subscriptions	4,600.00	893.50	2,783.50	0.00	1,816.50	39
010-410-412-39600 Bank Service Charges	15,000.00	137.80	4,761.35	0.00	10,238.65	68
010-410-412-39800 Esc Reimbursement	8,000.00	0.00	0.00	0.00	8,000.00	100
010-410-412-40450 Insurance	11,471.00	0.00	7,639.71	0.00	3,831.29	33
010-410-412-50100 Small Equipment	39,388.08	28,766.95	34,621.02	0.00	4,767.06	12
010-410-412-50500 Capital Equipment	20,000.00	0.00	0.00	0.00	20,000.00	100
Administration Subtotal	1,190,091.01	135,216.93	557,211.34	19,222.79	613,656.88	52
Department: 413 Planning						
010-410-413-12100 Salaries & Wages	166,090.00	12,773.44	76,933.79	0.00	89,156.21	54
010-410-413-18100 Fica	12,706.00	976.58	5,881.41	0.00	6,824.59	54
010-410-413-18200 Retirement	23,834.00	1,843.20	11,101.55	0.00	12,732.45	53
010-410-413-18210 401-K Match	9,965.00	706.40	4,557.50	0.00	5,407.50	54

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
010-410-413-18300 Health Insurance	23,111.00	924.63	6,045.14	0.00	17,065.86	74
010-410-413-19000 Professional Services	10,000.00	1,727.95	3,624.68	0.00	6,375.32	64
010-410-413-25000 Vehicle Supplies	1,000.00	0.00	20.49	0.00	979.51	98
010-410-413-26000 Supplies / Materials	1,500.00	0.00	48.78	0.00	1,451.22	97
010-410-413-31000 Travel & Training	5,000.00	0.00	2,116.25	0.00	2,883.75	58
010-410-413-32100 Telephone / Internet	2,841.00	165.19	985.66	0.00	1,855.34	65
010-410-413-32500 Postage	1,000.00	0.00	0.00	0.00	1,000.00	100
010-410-413-35300 Vehicle Maintenance	1,000.00	0.00	10.00	0.00	990.00	99
010-410-413-39100 Advertising	1,500.00	0.00	0.00	0.00	1,500.00	100
010-410-413-40450 Insurance	728.00	0.00	473.01	0.00	254.99	35
010-410-413-50100 Small Equipment	500.00	0.00	0.00	0.00	500.00	100
Planning Subtotal	260,775.00	19,117.39	111,798.26	0.00	148,976.74	57
Department: 431 Police						
010-430-431-12100 Salaries & Wages	1,931,510.50	152,570.75	907,950.81	0.00	1,023,559.69	53
010-430-431-12500 Separation Allowance	51,626.00	3,951.32	28,933.42	0.00	22,692.58	44
010-430-431-18100 Fica	147,646.00	11,689.54	69,663.31	0.00	77,982.69	53
010-430-431-18200 Retirement	302,420.00	24,216.99	143,780.06	0.00	158,639.94	52
010-430-431-18210 401-K Match	93,919.00	8,411.61	44,056.89	0.00	49,862.11	53
010-430-431-18300 Health Insurance	255,614.00	22,576.06	144,283.03	0.00	111,330.97	44
010-430-431-18400 Retiree Health Insurance	34,788.00	0.00	14,235.33	0.00	20,552.67	59
010-430-431-19000 Professional Services	200,000.00	26,188.18	99,679.28	17,517.50	82,803.22	41
010-430-431-25000 Vehicle Supplies	69,690.00	2,919.77	23,647.46	5,641.04	40,401.50	58
010-430-431-26000 Supplies / Materials	16,000.00	2,035.23	10,257.28	0.00	5,742.72	36
010-430-431-26400 Alcohol Education & Prevent	20,423.11	0.00	12,226.95	0.00	8,196.16	40
010-430-431-26450 Abc Law Enforcement	16,189.95	0.00	297.93	0.00	15,892.02	98
010-430-431-26608 Cops For Kids	5,052.44	0.00	56.25	0.00	4,996.19	99
010-430-431-26900 Uniforms	13,300.00	770.47	10,193.57	1,333.00	1,773.43	13
010-430-431-31000 Travel & Training	20,000.00	269.00	9,861.98	0.00	10,138.02	51
010-430-431-32100 Telephone / Internet	33,863.00	2,541.62	14,824.43	0.00	19,038.57	56
010-430-431-32500 Postage	250.00	78.00	110.48	0.00	139.52	56
010-430-431-33100 Utilities	7,848.00	402.77	2,420.24	0.00	5,427.76	69
010-430-431-35100 Building Repair / Maintenan	34,114.99	16.00	1,811.14	0.00	32,303.85	95
010-430-431-35200 Equipment Maintenance	17,500.00	0.00	39.99	0.00	17,460.01	100
010-430-431-35300 Vehicle Maintenance	25,000.00	3,523.36	12,720.17	1,649.04	10,630.79	43
010-430-431-40450 Insurance	81,472.00	0.00	81,954.02	0.00	-482.02	-1
010-430-431-50100 Small Equipment	110,400.00	7,552.19	109,894.58	0.00	505.42	0
010-430-431-50300 Capital Improvements	49,290.19	0.00	0.00	0.00	49,290.19	100
010-430-431-50500 Capital Equipment	116,121.66	0.00	24,627.05	18,585.50	72,909.11	63
Police Subtotal	3,654,038.84	269,712.86	1,767,525.65	44,726.08	1,841,787.11	50
Department: 434 Fire						
040-430-434-12100 Salaries & Wages	2,295,335.00	162,002.56	936,868.64	0.00	1,358,466.36	59
040-430-434-12800 Relief Pay	67,778.00	5,883.00	21,960.50	0.00	45,817.50	68
040-430-434-18100 Fica	180,778.00	12,466.76	70,840.49	0.00	109,937.51	61
040-430-434-18200 Retirement	331,217.00	22,164.80	131,965.19	0.00	199,251.81	60
040-430-434-18210 401-K Match	108,767.00	6,115.56	39,316.89	0.00	69,450.11	64
040-430-434-18300 Health Insurance	369,336.00	19,732.30	141,737.12	0.00	227,598.88	62
040-430-434-18400 Retiree Health Insurance	10,829.00	0.00	4,529.25	0.00	6,299.75	58
040-430-434-19000 Professional Services	33,270.00	6,449.46	17,541.65	15,423.50	304.85	1
040-430-434-19900 Contract Work	45,000.00	0.00	45,000.00	0.00	0.00	0

Account		Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
040-430-434-25000	Vehicle Supplies	39,151.00	1,978.76	15,305.40	0.00	23,845.60	61
040-430-434-26000	Supplies / Materials	13,030.00	1,944.75	8,810.55	0.00	4,219.45	32
040-430-434-26100	Medical Vacinations	12,000.00	0.00	0.00	0.00	12,000.00	100
040-430-434-26150	Prevention Supplies	6,000.00	0.00	413.95	0.00	5,586.05	93
040-430-434-26260	Medical Equip & Supplies	13,500.00	93.46	2,324.34	0.00	11,175.66	83
040-430-434-26900	Uniforms	12,000.00	739.38	4,573.35	0.00	7,426.65	62
040-430-434-31000	Travel & Training	33,000.00	1,536.08	15,629.98	0.00	17,370.02	53
040-430-434-32100	Telephone / Internet	32,369.00	2,051.10	11,744.39	0.00	20,624.61	64
040-430-434-33100	Utilities	20,260.00	1,603.76	5,471.39	0.00	14,788.61	73
040-430-434-35100	Building Repair / Maintenan	51,880.00	2,589.67	4,816.99	23,988.30	23,074.71	44
040-430-434-35200	Equipment Maintenance	20,000.00	464.05	3,468.14	3,113.55	13,418.31	67
040-430-434-35300	Vehicle Maintenance	78,901.34	8,777.17	50,235.91	3,282.49	25,382.94	32
040-430-434-39500	Dues & Subscriptions	20,680.00	0.00	9,543.52	9,985.00	1,151.48	6
040-430-434-40450	Insurance	120,081.00	0.00	116,469.52	0.00	3,611.48	3
040-430-434-50100	Small Equipment	154,535.00	1,184.45	28,829.28	75,265.49	50,440.23	33
040-430-434-50300	Capital Improvements	50,000.00	0.00	0.00	48,216.29	1,783.71	4
040-430-434-50500	Capital Equipment	428,053.38	0.00	64,403.35	31,706.09	331,943.94	78
Fire Subtotal		4,547,750.72	257,777.07	1,751,799.79	210,980.71	2,584,970.22	57
Department: 451 Streets							
010-450-451-12100	Salaries & Wages	219,099.00	22,044.24	124,947.51	0.00	94,151.49	43
010-450-451-18100	Fica	14,466.00	1,610.49	9,058.62	0.00	5,407.38	37
010-450-451-18200	Retirement	27,136.00	3,180.99	18,029.98	0.00	9,106.02	34
010-450-451-18210	401-K Match	11,346.00	816.00	5,273.03	0.00	6,072.97	54
010-450-451-18300	Health Insurance	27,940.00	3,971.38	22,270.44	0.00	5,669.56	20
010-450-451-19000	Professional Services	42,500.00	181.84	5,672.47	0.00	36,827.53	87
010-450-451-19500	Contract Labor	6,920.00	0.00	0.00	0.00	6,920.00	100
010-450-451-19900	Contract Work	10,000.00	0.00	-6,000.00	0.00	16,000.00	160
010-450-451-25000	Vehicle Supplies	13,800.00	0.00	4,206.05	0.00	9,593.95	70
010-450-451-26000	Supplies / Materials	40,000.00	5,201.86	16,278.44	0.00	23,721.56	59
010-450-451-26500	Safety Materials	4,000.00	0.00	0.00	601.15	3,398.85	85
010-450-451-26900	Uniforms	4,000.00	0.00	2,347.00	0.00	1,653.00	41
010-450-451-31000	Travel & Training	5,000.00	0.00	1,099.00	1,750.00	2,151.00	43
010-450-451-32100	Telephone / Internet	4,993.00	261.93	1,563.59	0.00	3,429.41	69
010-450-451-33100	Utilities	67,760.00	5,191.55	23,542.63	0.00	44,217.37	65
010-450-451-35100	Building Repair / Maintenan	3,000.00	0.00	5,057.93	0.00	-2,057.93	-69
010-450-451-35200	Equipment Maintenance	7,800.00	980.13	1,602.43	0.00	6,197.57	79
010-450-451-35300	Vehicle Maintenance	8,400.00	394.81	2,200.53	0.00	6,199.47	74
010-450-451-39410	Equipment Rental	2,500.00	0.00	304.86	0.00	2,195.14	88
010-450-451-39500	Dues & Subscriptions	1,000.00	0.00	0.00	0.00	1,000.00	100
010-450-451-40450	Insurance	15,219.00	877.35	13,597.04	0.00	1,621.96	11
010-450-451-50100	Small Equipment	3,000.00	0.00	0.00	0.00	3,000.00	100
010-450-451-50300	Capital Improvements	433,375.72	0.00	0.00	0.00	433,375.72	100
010-450-451-50500	Capital Equipment	0.00	0.00	0.00	0.00	0.00	0
Streets Subtotal		973,254.72	44,712.57	251,051.55	2,351.15	719,852.02	74
Department: 459 Powell Bill							
010-450-459-12100	Salaries & Wages	14,345.00	1,137.88	6,210.36	0.00	8,134.64	57
010-450-459-18100	Fica	1,097.00	80.52	432.49	0.00	664.51	61
010-450-459-18200	Retirement	2,059.00	164.20	896.21	0.00	1,162.79	56
010-450-459-18210	401-K Match	861.00	43.32	230.56	0.00	630.44	73

Account		Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
010-450-459-18300	Health Insurance	1,696.00	146.09	798.96	0.00	897.04	53
010-450-459-50300	Capital Improvements	447,535.35	0.00	0.00	0.00	447,535.35	100
Powell Bill Subtotal		467,593.35	1,572.01	8,568.58	0.00	459,024.77	98
Department: 471 Sanitation							
010-470-471-12100	Salaries & Wages	344,506.00	18,383.45	144,077.50	0.00	200,428.50	58
010-470-471-18100	Fica	26,355.00	1,363.07	10,623.92	0.00	15,731.08	60
010-470-471-18200	Retirement	49,436.00	2,652.76	20,790.43	0.00	28,645.57	58
010-470-471-18210	401-K Match	17,225.00	792.78	6,541.27	0.00	10,683.73	62
010-470-471-18300	Health Insurance	61,049.00	3,025.67	24,550.10	0.00	36,498.90	60
010-470-471-19000	Professional Services	14,000.00	1,215.23	4,512.47	0.00	9,487.53	68
010-470-471-19500	Contract Labor	15,920.00	0.00	0.00	0.00	15,920.00	100
010-470-471-19900	Contract Work	5,000.00	0.00	0.00	0.00	5,000.00	100
010-470-471-25000	Vehicle Supplies	36,000.00	0.00	6,168.69	0.00	29,831.31	83
010-470-471-26000	Supplies / Materials	13,200.00	46.26	15,552.03	0.00	-2,352.03	-18
010-470-471-26500	Safety Materials	7,000.00	0.00	900.76	321.18	5,778.06	83
010-470-471-26900	Uniforms	8,500.00	0.00	1,791.45	0.00	6,708.55	79
010-470-471-31000	Travel & Training	1,500.00	0.00	135.00	0.00	1,365.00	91
010-470-471-32100	Telephone / Internet	2,859.00	159.25	952.07	0.00	1,906.93	67
010-470-471-33100	Utilities	4,000.00	229.32	1,106.84	0.00	2,893.16	72
010-470-471-35100	Building Repair / Maintenan	6,000.00	0.00	5,265.67	0.00	734.33	12
010-470-471-35200	Equipment Maintenance	18,000.00	2,970.53	6,043.99	0.00	11,956.01	66
010-470-471-35300	Vehicle Maintenance	57,415.98	11,228.58	51,803.39	5,722.45	-109.86	0
010-470-471-40100	Tipping Fees	83,000.00	7,265.36	33,732.35	0.00	49,267.65	59
010-470-471-40450	Insurance	47,871.00	1,000.00	42,216.26	0.00	5,654.74	12
010-470-471-50100	Small Equipment	10,000.00	0.00	3,698.60	0.00	6,301.40	63
010-470-471-50500	Capital Equipment	41,006.66	0.00	26,676.25	0.00	14,330.41	35
Sanitation Subtotal		869,843.64	50,332.26	407,139.04	6,043.63	456,660.97	52
Department: 473 Stormwater Management							
010-470-473-12100	Salaries & Wages	112,326.00	9,139.33	36,313.83	0.00	76,012.17	68
010-470-473-18100	Fica	8,593.00	624.57	2,498.24	0.00	6,094.76	71
010-470-473-18200	Retirement	16,119.00	1,318.81	5,240.14	0.00	10,878.86	67
010-470-473-18210	401-K Match	6,740.00	316.64	1,401.74	0.00	5,338.26	79
010-470-473-18300	Health Insurance	17,113.00	2,201.50	8,257.26	0.00	8,855.74	52
010-470-473-19000	Professional Services	17,000.00	0.00	1,348.25	0.00	15,651.75	92
010-470-473-19500	Contract Labor	15,920.00	0.00	0.00	0.00	15,920.00	100
010-470-473-26000	Supplies / Materials	3,000.00	0.00	0.00	0.00	3,000.00	100
010-470-473-31000	Travel / Training	2,000.00	0.00	0.00	0.00	2,000.00	100
010-470-473-35200	Equipment Maintenance	1,000.00	0.00	0.00	0.00	1,000.00	100
010-470-473-39500	Dues And Subscriptions	1,500.00	0.00	0.00	0.00	1,500.00	100
010-470-473-40450	Insurance	2,200.00	0.00	2,039.37	0.00	160.63	7
010-470-473-50300	Capital Improvements	347,010.00	0.00	167,250.00	155,235.00	24,525.00	7
010-470-473-50500	Capital Equipment	130,370.00	0.00	0.00	130,367.44	2.56	0
Stormwater Management Subtotal		680,891.00	13,600.85	224,348.83	285,602.44	170,939.73	25
Department: 612 Grounds Maintenance							
010-600-612-12100	Salaries & Wages	191,770.00	15,824.05	84,038.25	0.00	107,731.75	56
010-600-612-18100	Fica	14,671.00	1,150.03	6,087.84	0.00	8,583.16	59
010-600-612-18200	Retirement	27,519.00	2,048.88	10,375.52	0.00	17,143.48	62
010-600-612-18210	401-K Match	9,589.00	711.06	3,818.77	0.00	5,770.23	60
010-600-612-18300	Health Insurance	39,560.00	2,319.45	11,951.15	0.00	27,608.85	70

Account		Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
010-600-612-19000	Professional Services	23,000.00	297.23	4,707.63	1,600.00	16,692.37	73
010-600-612-19500	Contract Labor	7,920.00	0.00	405.00	0.00	7,515.00	95
010-600-612-19900	Contract Work	7,000.00	0.00	0.00	0.00	7,000.00	100
010-600-612-25000	Vehicle Supplies	9,000.00	0.00	1,441.59	0.00	7,558.41	84
010-600-612-26000	Supplies / Materials	32,000.00	1,139.01	11,949.70	0.00	20,050.30	63
010-600-612-26500	Safety Materials	2,500.00	0.00	329.90	171.19	1,998.91	80
010-600-612-26900	Uniforms	3,500.00	79.90	978.14	0.00	2,521.86	72
010-600-612-27000	Municipal Forestry Program	35,000.00	9,753.00	26,453.00	4,845.00	3,702.00	11
010-600-612-31000	Travel & Training	1,500.00	0.00	0.00	0.00	1,500.00	100
010-600-612-32100	Telephone / Internet	2,192.00	130.97	781.82	0.00	1,410.18	64
010-600-612-33100	Utilities	18,500.00	896.18	5,038.23	0.00	13,461.77	73
010-600-612-35100	Building Repair / Maintenan	1,500.00	41.69	1,251.96	0.00	248.04	17
010-600-612-35200	Equipment Maintenance	5,000.00	0.00	1,620.97	0.00	3,379.03	68
010-600-612-35300	Vehicle Maintenance	1,320.00	139.75	139.75	0.00	1,180.25	89
010-600-612-39410	Equipment Rental	3,000.00	0.00	1,019.87	0.00	1,980.13	66
010-600-612-40450	Insurance	9,605.00	0.00	8,990.72	0.00	614.28	6
010-600-612-50100	Small Equipment	1,500.00	0.00	0.00	0.00	1,500.00	100
010-600-612-50300	Capital Improvements	36,474.26	0.00	4,650.00	0.00	31,824.26	87
010-600-612-50500	Capital Equipment	21,222.00	0.00	21,222.00	0.00	0.00	0
Grounds Maintenance Subtotal		504,842.26	34,531.20	207,251.81	6,616.19	290,974.26	58
Department: 614 Community Center							
010-600-614-12100	Salaries & Wages	164,100.00	13,628.00	79,763.91	0.00	84,336.09	51
010-600-614-18100	Fica	12,554.00	1,041.70	6,096.29	0.00	6,457.71	51
010-600-614-18200	Retirement	23,548.00	1,966.52	11,509.90	0.00	12,038.10	51
010-600-614-18210	401-K Match	9,846.00	410.18	2,580.28	0.00	7,265.72	74
010-600-614-18300	Health Insurance	28,000.00	2,124.57	13,775.45	0.00	14,224.55	51
010-600-614-19000	Professional Services	12,980.00	382.03	9,070.25	0.00	3,909.75	30
010-600-614-26000	Supplies / Materials	15,268.00	468.15	3,629.17	0.00	11,638.83	76
010-600-614-31000	Professional Development	5,000.00	0.00	0.00	0.00	5,000.00	100
010-600-614-32100	Telephone / Internet	17,755.00	969.34	5,735.08	0.00	12,019.92	68
010-600-614-33100	Utilities	13,044.00	221.03	2,146.35	0.00	10,897.65	84
010-600-614-35100	Building Repair / Maintenan	24,900.00	2,012.87	8,557.14	2,147.77	14,195.09	57
010-600-614-35200	Equipment Maintenance	2,000.00	0.00	247.50	0.00	1,752.50	88
010-600-614-39510	Community Programs	26,250.00	0.00	11,124.58	0.00	15,125.42	58
010-600-614-40450	Insurance	6,149.00	0.00	4,812.50	0.00	1,336.50	22
010-600-614-50100	Small Equipment	5,590.00	0.00	0.00	0.00	5,590.00	100
Community Center Subtotal		366,984.00	23,224.39	159,048.40	2,147.77	205,787.83	56
Department: 711 Water Administration							
030-700-711-12100	Salaries & Wages	225,459.00	13,719.06	72,459.11	0.00	152,999.89	68
030-700-711-18100	Fica	17,248.00	1,007.52	5,308.30	0.00	11,939.70	69
030-700-711-18200	Retirement	32,353.00	1,979.69	10,455.97	0.00	21,897.03	68
030-700-711-18210	401-K Match	13,528.00	671.24	3,980.32	0.00	9,547.68	71
030-700-711-18300	Health Insurance	29,542.00	2,002.17	11,619.65	0.00	17,922.35	61
030-700-711-19000	Professional Services	66,000.00	2,385.66	7,949.67	2,805.29	55,245.04	84
030-700-711-25000	Vehicle Supplies	3,000.00	904.96	1,942.91	0.00	1,057.09	35
030-700-711-26000	Supplies / Materials	6,500.00	986.96	6,379.54	0.00	120.46	2
030-700-711-26500	Safety Materials	1,200.00	0.00	0.00	0.00	1,200.00	100
030-700-711-26900	Uniforms	800.00	0.00	1,011.38	0.00	-211.38	-26
030-700-711-31000	Travel & Training	1,800.00	0.00	575.00	0.00	1,225.00	68

Account	Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
030-700-711-32100 Telephone / Internet	6,751.00	461.35	2,753.07	0.00	3,997.93	59
030-700-711-32500 Postage	16,799.00	2,071.79	8,270.33	0.00	8,528.67	51
030-700-711-35300 Vehicle Maintenance	1,000.00	1,616.60	1,626.60	0.00	-626.60	-63
030-700-711-39500 Dues & Subscriptions	7,000.00	0.00	6,869.00	0.00	131.00	2
030-700-711-40450 Insurance	15,509.00	0.00	12,755.37	0.00	2,753.63	18
030-700-711-50100 Small Equipment	4,000.00	1,439.07	3,157.66	0.00	842.34	21
Water Administration Subtotal	448,489.00	29,246.07	157,113.88	2,805.29	288,569.83	64
Department: 712 Water Production						
030-700-712-12100 Salaries & Wages	514,812.00	40,713.21	226,338.03	0.00	288,473.97	56
030-700-712-18100 Fica	39,383.00	3,009.75	16,793.49	0.00	22,589.51	57
030-700-712-18200 Retirement	73,876.00	5,874.88	32,660.57	0.00	41,215.43	56
030-700-712-18210 401-K Match	25,741.00	853.64	6,265.68	0.00	19,475.32	76
030-700-712-18300 Health Insurance	94,194.00	6,859.52	42,901.76	0.00	51,292.24	54
030-700-712-19000 Professional Services	45,000.00	17,673.29	23,370.22	6,250.00	15,379.78	34
030-700-712-19600 Water Testing / Maintenance	18,000.00	1,071.00	4,882.00	0.00	13,118.00	73
030-700-712-19900 Contract Work	10,000.00	110.83	2,065.83	0.00	7,934.17	79
030-700-712-20000 Chemicals	120,000.00	792.20	40,036.33	41,527.38	38,436.29	32
030-700-712-25000 Vehicle Supplies	5,000.00	0.00	1,155.69	0.00	3,844.31	77
030-700-712-26000 Supplies / Materials	12,000.00	212.55	6,708.27	0.00	5,291.73	44
030-700-712-26500 Safety Materials	1,500.00	0.00	0.00	0.00	1,500.00	100
030-700-712-26900 Uniforms	7,000.00	539.80	539.80	0.00	6,460.20	92
030-700-712-27001 Lab Supplies	30,000.00	0.00	8,804.01	10,924.50	10,271.49	34
030-700-712-31000 Travel & Training	10,000.00	54.40	2,419.67	3,500.00	4,080.33	41
030-700-712-32100 Telephone / Internet	7,442.00	366.45	1,959.96	0.00	5,482.04	74
030-700-712-33100 Utilities	145,000.00	9,270.36	45,865.10	64,134.90	35,000.00	24
030-700-712-34000 Sludge Removal	80,000.00	0.00	72,638.40	0.00	7,361.60	9
030-700-712-35100 Building Repair / Maintenan	30,000.00	0.00	12,579.84	9,620.78	7,799.38	26
030-700-712-35200 Equipment Maintenance	10,000.00	0.00	1,015.64	0.00	8,984.36	90
030-700-712-35300 Vehicle Maintenance	5,000.00	835.00	963.26	0.00	4,036.74	81
030-700-712-40450 Insurance	19,306.00	0.00	15,357.84	0.00	3,948.16	20
030-700-712-40900 Water Purchases	6,000.00	0.00	0.00	0.00	6,000.00	100
030-700-712-50100 Small Equipment	7,000.00	17.31	3,541.18	0.00	3,458.82	49
030-700-712-50500 Capital Equipment	226,677.31	1,145.00	27,387.25	172,168.92	27,121.14	12
Water Production Subtotal	1,542,931.31	89,399.19	596,249.82	308,126.48	638,555.01	41
Department: 713 Water Maintenance						
030-700-713-12100 Salaries & Wages	370,091.00	32,715.43	176,524.58	0.00	193,566.42	52
030-700-713-18100 Fica	28,312.00	2,420.78	12,981.97	0.00	15,330.03	54
030-700-713-18200 Retirement	53,108.00	4,626.45	24,393.18	0.00	28,714.82	54
030-700-713-18210 401-K Match	18,505.00	1,398.33	7,840.36	0.00	10,664.64	58
030-700-713-18300 Health Insurance	80,867.00	5,767.22	34,359.11	0.00	46,507.89	58
030-700-713-18400 Retiree Health Insurance	23,036.00	0.00	8,242.63	0.00	14,793.37	64
030-700-713-19000 Professional Services	35,000.00	1,599.35	5,456.47	0.00	29,543.53	84
030-700-713-19500 Contract Labor	31,320.00	0.00	5,400.00	0.00	25,920.00	83
030-700-713-19900 Contract Work	20,000.00	1,493.00	1,493.00	4,150.00	14,357.00	72
030-700-713-25000 Vehicle Supplies	27,859.32	0.00	7,738.50	1,426.96	18,693.86	67
030-700-713-26000 Supplies / Materials	169,182.34	4,206.06	48,849.42	7,604.84	112,728.08	67
030-700-713-26500 Safety Materials	4,500.00	905.62	2,809.28	591.16	1,099.56	24
030-700-713-26900 Uniforms	10,760.00	0.00	2,288.47	0.00	8,471.53	79
030-700-713-31000 Travel & Training	4,400.00	0.00	302.50	0.00	4,097.50	93

Account		Budgeted	Current	Year To Date	Encumbrance	Remaining Balance	PCT
030-700-713-32100	Telephone / Internet	8,118.00	364.62	2,115.61	0.00	6,002.39	74
030-700-713-33100	Utilities	31,000.00	3,546.02	10,696.12	0.00	20,303.88	65
030-700-713-35100	Building Repair / Maintenan	10,000.00	25.05	5,164.00	0.00	4,836.00	48
030-700-713-35200	Equipment Maintenance	15,000.00	452.43	6,423.51	0.00	8,576.49	57
030-700-713-35300	Vehicle Maintenance	6,900.00	638.37	2,116.63	0.00	4,783.37	69
030-700-713-39410	Equipmental Rental	1,200.00	0.00	304.87	0.00	895.13	75
030-700-713-39500	Dues & Subscriptions	1,800.00	270.00	270.00	0.00	1,530.00	85
030-700-713-40450	Insurance	18,644.00	0.00	13,399.90	0.00	5,244.10	28
030-700-713-50100	Small Equipment	8,500.00	0.00	4,320.47	0.00	4,179.53	49
030-700-713-50300	Capital Improvements	986,535.96	274,550.00	302,429.31	643,961.36	40,145.29	4
030-700-713-50500	Capital Equipment	220,565.67	22,750.42	83,530.38	22,775.00	114,260.29	52
Water Maintenance Subtotal		2,185,204.29	357,729.15	769,450.27	680,509.32	735,244.70	34
Department: 910 Debt Service							
030-910-910-60020	Usda Loan Payment-Waterli	93,705.00	0.00	0.00	0.00	93,705.00	100
030-910-910-60030	Reserve For Bond Payment	210,529.00	9,764.40	9,764.40	0.00	200,764.60	95
Debt Service Subtotal		304,234.00	9,764.40	9,764.40	0.00	294,469.60	97
Department: 999 Other Funding Uses							
010-005-999-60434	Transfer To Fire Dept Cip	2,049,452.00	0.00	0.00	0.00	2,049,452.00	100
010-005-999-90000	Contingency	10,000.00	0.00	0.00	0.00	10,000.00	100
030-005-999-90000	Contingency	5,000.00	0.00	0.00	0.00	5,000.00	100
Other Funding Uses Subtotal		2,064,452.00	0.00	0.00	0.00	2,064,452.00	100
Report Total Expenditure		**$20,405,695.70**	**$1,355,503.42**	**$7,127,935.85**	**$1,615,299.56**	**$11,662,460.29**	**57**

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

		BUDGETED	PAID IN FY 2021-2024	PAID IN FY 2025	12/31/2025 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	591,718.73	126,650.00	38,831.25	757,199.98	311,540.02	29%
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	591,718.73	126,650.00	38,831.25	757,199.98	19,442,575.02	96%
FINANCING SOURCE:								
061-000-300-60031	TRANSFER FROM WATER CAPITAL RESERVE	724,038.00	349,254.98	-		349,254.98	374,783.02	52%
061-000-300-60030	TRANSFER FROM WATER FUND	917,342.00	242,463.75	126,650.00	38,831.25	407,945.00	509,397.00	56%
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	591,718.73	126,650.00	38,831.25	757,199.98	19,442,575.02	96%

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

		BUDGETED	PAID IN FY 2023-2024	PAID IN FY 2025	12/31/2025 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:								
063-300-000-19003	FIXTURES AND EQUIPMENT	1,196,400.00	20,417.98	266,674.72		287,092.70	909,307.30	76%
063-300-000-19005	CONSTRUCTION ADMIN	-	-	-		-	-	0%
063-300-000-19007	LEGAL SERVICES	-	-	-		-	-	0%
063-300-000-19008	ENGINEERING FEES	98,500.00	42,250.00	13,750.00	6,500.00	62,500.00	36,000.00	37%
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	62,667.98	280,424.72	6,500.00	349,592.70	1,348,907.30	79%
FINANCING SOURCE:								
063-000-300-60030	TRANSFER FROM WATER FUND	1,698,500.00	62,667.98	280,424.72	6,500.00	349,592.70	1,348,907.30	79%
TOTAL FINANCING SOURCE		1,698,500.00	62,667.98	280,424.72	6,500.00	349,592.70	1,348,907.30	79%

TOWN OF WEAVERVILLE
GRANT PROJECT FUND
HELENE DISASTER RESPONSE & RECOVERY - EST 11/18/2024

		BUDGETED	PAID IN FY 2025	12/31/2025 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:							
051-300-000-19002	DEBRIS REMOVAL	3,107,713.00	738,674.00	480,326.08	1,219,000.08	1,888,712.92	61%
051-300-000-19003	DEBRIS MANAGEMENT SITE	60,000.00	90,000.00	30,000.00	120,000.00	(60,000.00)	0%
051-300-000-19005	EMERGENCY REPAIRS	107,713.00	281,547.12	179,782.63	461,329.75	(353,616.75)	0%
051-300-000-19500	WATER LINE REPAIRS	250,000.00	243,703.80		243,703.80	6,296.20	0%
051-300-000-19510	WATER SYSTEM REPAIRS	167,714.00	164,529.00		164,529.00	3,185.00	0%
051-300-000-19600	GRANT ADMINISTRATIVE SERVICES	15,000.00	7,763.06	8,515.56	16,278.62	(1,278.62)	0%
TOTAL EXPENDITURE		3,708,140.00	1,526,216.98	698,624.27	2,224,841.25	1,483,298.75	40%
FINANCING SOURCE:							
051-000-000-07073	FEMA GRANT FUNDS	3,708,140.00	1,526,216.98	698,624.27	2,224,841.25	1,483,298.75	40%
TOTAL FINANCING SOURCE		3,708,140.00	1,526,216.98	698,624.27	2,224,841.25	1,483,298.75	40%

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: February 2, 2026

SUBJECT: Quarterly Report – Community Center

PRESENTER: Community Center Manager DeSerio

ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Community Center Manager will be at tonight's meeting to provide a quarterly report of activity at the Community Center during the last quarter of 2025.

The file size of the report was too large to include with the agenda packet but will be available during the meeting.

No action requested.