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B. Oath of Office – Town Council – Jennifer Young, Phil Barnett, Mark Endries ..		Town Clerk Mercer
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D. Election of Vice Mayor		Mayor Lawrence
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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.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Organizational Meeting
PRESENTER: Town Clerk Mercer
ATTACHMENTS: Applications for Town Council Vacancy

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County Board of Elections has certified the results of the Town's 2025 municipal election and tonight will serve as the organizational meeting of Town Council.

COUNCIL ACTION REQUESTED:

The Town Clerk will be present to administer the oaths of office for the new Mayor, Dee Lawrence, and the new Town Councilmembers, Jennifer Young, Phil Barnett and Mark Endries.

Once Lawrence is sworn in as Mayor a vacancy on Town Council will be created. Rule 39 of the Rules of Procedure governs this appointment and the announcement of the anticipated vacancy was made on November 17. Although there is no required timeframe to make the appointment, it would be appropriate for Town Council to consider an appointment to fill the vacancy at this meeting. There were five candidates that submitted applications for appointment (applications are attached in the order received). This appointment can be made with a motion and majority vote of Town Council.

It is also appropriate during the organizational portion of the meeting to select a Vice Mayor through a motion and majority vote of Town Council.



APPLICATION FOR APPOINTMENT TO FILL WEAVERVILLE MAYOR/TOWN COUNCIL VACANCY

Name: David Russell King
First Middle Last

Address: 192 Wyster Leaf Drive
Street Address Apt/Suite

Weaverville NC 28787
City State Zip Code

Employer: Retired Occupation: self employed

Years in Position: 25 Job Title: owner

Do you reside in the town limits of Weaverville? YES NO

Length of Residency _____

Are you a registered voter in the Town of Weaverville? YES NO

Why do you want to serve on the Town Council? Service to my community is important to me. I feel I am equipped to meet the challenges facing Weaverville.

Why do you think that you would be an asset to the Town Council? My service on the BL Commission as well as jobs and other boards I have served on, provided me with the necessary exper experience to serve on Town Council.

Additional Comments:

I was a candidate for Town Council and received considerable support from voters. I live in the Reems Creek community, where no one holds a seat on Council.

Affirmation of Eligibility

Have any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? YES NO If yes, please explain disposition: _____

Are there any conflict of interest or other matter(s) that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?

YES NO If yes, please explain: _____

Are you currently serving on any other Board/Commission/Committee? YES NO

Local Government: _____

Board/Commission/Committee: _____

Date Appointed: _____ Term Expiration: _____

Do you have prior experience with a Local Government Agency?

YES NO If yes, please explain: Former Buncombe
County Commissioner 2012-2014

I understand that this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the residents of the District and the Town of Weaverville, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of my District as well as all the residents of the Town of Weaverville.

I understand that should I be appointed to Council, full disclosure of conflicts of interest and potential financial gain from any matter brought before Council must take place prior to any discussion or vote, and that when deemed appropriate, I must rescues myself from discussion and action taken by Council.

Signature:  Date: NOV. 13, 2025

Return completed form to:
Town of Weaverville
Attn: Town Clerk
Town Hall, 30 South Main Street
Weaverville, NC 28787
Phone: 828-645-7116 Fax: 828-645-4776



APPLICATION FOR APPOINTMENT TO FILL WEAVERVILLE MAYOR/TOWN COUNCIL VACANCY

Name: Bruce Andrew Nagle
First Middle Last

Address: 300 Aiken Road
Street Address Apt/Suite
Asheville NC 28804
City State Zip Code

Employer: Conrad Industries Occupation: CEO

Years in Position: 34 Job Title: _____

Do you reside in the town limits of Weaverville? YES NO

Length of Residency 34

Are you a registered voter in the Town of Weaverville? YES NO

Why do you want to serve on the Town Council? I want to be a part of helping guide the town through these next critical years of growth.

Why do you think that you would be an asset to the Town Council? I think my previous 8 years experience on town council, the EDC, and my job as leader of a successful company that employs 300 people worldwide gives me the insight and knowledge to be an asset

Additional Comments: to the council. I will never make a decision uninformed, and I will encourage the other council members and citizens to be well-informed before any vote.

Affirmation of Eligibility

Have any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? YES NO If yes, please explain disposition: _____

Are there any conflict of interest or other matter(s) that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?

YES NO If yes, please explain: _____

Are you currently serving on any other Board/Commission/Committee? YES NO

Local Government: _____

Board/Commission/Committee: _____

Date Appointed: _____ Term Expiration: _____

Do you have prior experience with a Local Government Agency?

YES NO If yes, please explain: 8 years on Weaverville Town Council

I understand that this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the residents of the District and the Town of Weaverville, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of my District as well as all the residents of the Town of Weaverville.

I understand that should I be appointed to Council, full disclosure of conflicts of interest and potential financial gain from any matter brought before Council must take place prior to any discussion or vote, and that when deemed appropriate, I must rescues myself from discussion and action taken by Council.

Signature:  Date: 11/22/2025

Return completed form to:

Town of Weaverville

Attn: Town Clerk

Town Hall, 30 South Main Street

Weaverville, NC 28787

Phone: 828-645-7116 Fax: 828-645-4776



APPLICATION FOR APPOINTMENT TO FILL WEAVERVILLE MAYOR/TOWN COUNCIL VACANCY

Name: Robert M Woodson
First Middle Last

Address: 33 High Bluff Drive
Street Address Apt/Suite

Weaverville NC 28787
City State Zip Code

Employer: Howard Hanna Beverly-Hanks Real Estate **Occupation:** Real Estate

Years in Position: 7 **Job Title:** Broker/Realtor

Do you reside in the town limits of Weaverville: Yes

Length of residency: 23 Years & 7 Month

Are you a registered voter in the Town of Weaverville: Yes

Why do you want to serve on the Town Council: Please See Attached

Why do you think that hyou would be an asset to the Town Council?: Please See Attached

Additional Comments:

Please See Attached

12-1-2025

Town of Weaverville
Attn: Mayor, Town Manager & Members of the Town Council
30 South Main Street
Weaverville, NC 28787

Dear Mayor, Town Manager and Members of the Town Council,

I am writing to submit my application for consideration to serve on the Weaverville Town Council. Having lived in the Reems Creek Valley for the majority of my life—aside from my service in the U.S. Navy and a few years in West Asheville—I have a deep and longstanding connection to this community. My family's roots here extend across six generations, and today my grandchildren proudly continue that tradition.

For more than two decades, I have lived within the Town limits of Weaverville. Over the past seven years, I have had the privilege of working with residents, property owners, and businesses throughout Western North Carolina in both residential and commercial real estate. This work has provided me with firsthand insight into the needs, challenges, and priorities of local families and property owners. My real estate practice also requires regular collaboration with professionals involved in zoning, planning, infrastructure, development, permitting, and long-range growth considerations—experience that aligns closely with the scope of Council responsibilities.

Prior to my real estate career, I spent nearly 39 years with Blue Ridge Printing Company, where I managed multi-million-dollar accounts in the banking, advertising, and manufacturing sectors, as well as nationwide high-end real estate printing. This long-term experience strengthened my skills in communication, budgeting, problem-solving, and long-term project management, all of which continue to shape my professional approach and community involvement.

In addition to my professional background, I have served for at least five years on the Reems Creek Golf Community Architectural Review Committee. This role has given me valuable experience reviewing construction proposals, applying guidelines consistently, and balancing community interests—skills that translate well to municipal governance.

I am committed to thoughtful, responsible, and transparent leadership. I believe strongly in preserving the small-town character that makes Weaverville special while supporting well-planned, sustainable growth that benefits all residents. It would be an honor to contribute my experience, perspective, and dedication to the Town Council.

Thank you for your time and consideration. I would welcome the opportunity to serve and to give back to the community that has given so much to my family and me.

Sincerely, 
Robert M. Woodson

TOWN OF WEAVERVILLE – TOWN COUNCIL APPLICATION

Name: Robert M. Woodson
Address: 33 High Bluff Drive, Weaverville, NC 28787
Primary Phone: 828-231-6418
Email: robert.woodson@howardhannatate.com

Employment History

Employer: Howard Hanna | Beverly-Hanks, REALTORS®
Occupation: Real Estate
Years in Position: February 2019 to Present
Job Title: Residential & Commercial Broker/Realtor

Employer: Blue Ridge Printing Company, Inc.
Occupation: Printing
Years in Position: July 1980 – October 2018
Job Title: Senior Account Executive

Length of Residency:

Lifetime resident of the Reems Creek Valley; residing within the Town limits (Reems Creek Golf Community) since May 2002.

Registered Voter: Yes

1. Why do you want to serve on the Town Council?

I want to serve on the Weaverville Town Council because this community has been my lifelong home, and I care deeply about its future. Other than my six years in the U.S. Navy and four years in West Asheville, I have lived in the Reems Creek Valley all of my life. My family has been in this valley for generations, and today my grandchildren represent the sixth generation of our family to call Reems Creek home.

Having lived both inside and outside the Town limits — and having worked with residents throughout Western North Carolina — I have gained a broad understanding of the challenges, priorities, and opportunities facing communities in our region. This gives me a balanced perspective on issues such as growth, infrastructure, public safety, land use planning, and preserving the character of our mountain town.

I want to use that experience, along with my commitment to public service, to help Weaverville grow responsibly while protecting the qualities that make our community so special.

2. Why do you think you would be an asset to the Town Council?

I bring a strong combination of professional experience, community involvement, and deep local knowledge that aligns closely with the responsibilities of Town Council service. As a full-time real estate professional, I work daily with zoning, land use, infrastructure, permitting, easements, environmental concerns, and long-term planning — all of which are central to thoughtful municipal decision-making.

My work requires collaboration with attorneys, contractors, surveyors, engineers, inspectors, county officials, and a wide range of residents. I am accustomed to evaluating complex information, communicating clearly, and approaching decisions with fairness and balance.

Additionally, I have served for at least five years on the Reems Creek Golf Community Architectural Review Committee. This experience has given me practical, hands-on exposure to reviewing construction proposals, applying guidelines consistently, working collaboratively with homeowners and builders, and balancing neighborhood interests — all of which closely parallel aspects of municipal planning and governance.

Combined with my lifelong residency, my integrity, and my steady, detail-oriented approach, I believe I can serve the residents of Weaverville effectively and thoughtfully.

3. Additional Comments

My family's history in the Reems Creek Valley now spans six generations, and I am deeply committed to protecting what makes Weaverville unique while supporting responsible, well-planned growth. I believe in transparent, respectful local government and would be honored to serve the residents of this community.

Affirmation of Eligibility

Formal charges of professional misconduct: No

Arrested or convicted of a misdemeanor or felony: No

Conflict of interest with employment: No

Currently serving on a board/committee: Yes – Reems Creek Golf Community ARC (at least 5 years)

Prior experience with a Local Government Agency: Yes – ARC review work parallels zoning and planning responsibilities.

Signature: _____

Date: _____

Robert M. Woodruff
12-1-2025



APPLICATION FOR APPOINTMENT TO FILL WEAVERVILLE MAYOR/TOWN COUNCIL VACANCY

Name: Michael John Sollazzo
First Middle Last

Address: 118 South Main Street
Street Address Apt/Suite

Weaverville NC 28787
City State Zip Code

Employer: Self-Employed Occupation: Counselor & Consultant

Years in Position: ~10 Job Title: n/a

Do you reside in the town limits of Weaverville? YES NO

Length of Residency 2+ years

Are you a registered voter in the Town of Weaverville? YES NO

Why do you want to serve on the Town Council? I ask to serve on the Town Council to help guide Weaverville's continued growth and to champion the preservation of its unique and vibrant character.

Why do you think that you would be an asset to the Town Council? I would be an asset to the Town Council because of my proven ability to learn and collaborate, as evidenced through my participation on the Planning Board.

Additional Comments:

Resume highlights: 1600 SATs, Princeton B.S.E. in ChemE, McKinsey consultant.

I am passionate about this town, its people, and our future. I look forward to the opportunity to serve together, and thank you for considering my application.

Affirmation of Eligibility

Have any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? YES NO If yes, please explain disposition: _____

Are there any conflict of interest or other matter(s) that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?
 YES NO If yes, please explain: _____

Are you currently serving on any other Board/Commission/Committee? YES NO

Local Government: Town of Weaverville

Board/Commission/Committee: Planning Board

Date Appointed: May 2024 Term Expiration: September 2028

Do you have prior experience with a Local Government Agency?

YES NO If yes, please explain: _____

I completed the Town of Weaverville Citizens Academy as part of the 2024 cohort

I understand that this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the residents of the District and the Town of Weaverville, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of my District as well as all the residents of the Town of Weaverville.

I understand that should I be appointed to Council, full disclosure of conflicts of interest and potential financial gain from any matter brought before Council must take place prior to any discussion or vote, and that when deemed appropriate, I must rescues myself from discussion and action taken by Council.

Signature:  Date: December 2nd, 2025

Return completed form to:
Town of Weaverville
Attn: Town Clerk
Town Hall, 30 South Main Street
Weaverville, NC 28787
Phone: 828-645-7116 Fax: 828-645-4776



APPLICATION FOR APPOINTMENT TO FILL WEAVERVILLE MAYOR/TOWN COUNCIL VACANCY

Name: Gregory (Greg) Allen Zocher
First Middle Last

Address: 11 S. College St.
Street Address Apt/Suite
Weaverville NC 28787
City State Zip Code

Employer: Self Employed Occupation: Tiny Home Build/Design - Massage Therapy

Years in Position: 10 & 24yrs Job Title: Owner / Operator

Do you reside in the town limits of Weaverville? YES NO

Length of Residency 13

Are you a registered voter in the Town of Weaverville? YES NO

Why do you want to serve on the Town Council? My goal is to help guide the Town with a clear long-term vision with sustainable growth. From thoughtful development to protecting our natural resources to supporting local businesses. I want to help shape decisions that will benefit current residents & generations to come.

Why do you think that you would be an asset to the Town Council? I work closely with local businesses as the V.P. of WBA. In this role, I have learned to listen to a wide range of perspectives and build partnerships. My experience connecting businesses, residence, and community organizations gives me a balanced viewpoint that I can bring to the council.

Additional Comments:

Roles: WBA Membership chair, WEDAC committee, hurricane Helene recovery event, 150th Town of Weaverville celebration and supporting the growth and current residents needs in our community

Affirmation of Eligibility

Have any formal charge of professional misconduct, criminal misdemeanor or felony ever been filed against you in any jurisdiction? YES NO If yes, please explain disposition: _____

Are there any conflict of interest or other matter(s) that would create problems or prevent you from fairly and impartially discharging your duties as a member of the Town Council?
 YES NO If yes, please explain: _____

Are you currently serving on any other Board/Commission/Committee? YES NO

Local Government: _____

Board/Commission/Committee: WBA Vice President

Date Appointed: June/2025 Term Expiration: June 2026

Do you have prior experience with a Local Government Agency?

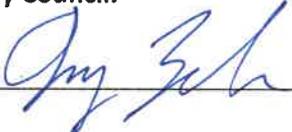
YES NO If yes, please explain: I work with local and outside Buncombe County governing

agencies for Building Permits & Inspections / Health Department inspections

I understand that this application is public record and I certify that the facts contained in this application are true and correct to the best of my knowledge.

I understand that regular attendance at Council meetings is essential to conscientious representation of the residents of the District and the Town of Weaverville, and that should I be appointed to Council, I will be responsible for representing the best interest of the residents of my District as well as all the residents of the Town of Weaverville.

I understand that should I be appointed to Council, full disclosure of conflicts of interest and potential financial gain from any matter brought before Council must take place prior to any discussion or vote, and that when deemed appropriate, I must rescues myself from discussion and action taken by Council.

Signature:  Date: 12/5/25

Return completed form to:
Town of Weaverville
Attn: Town Clerk
Town Hall, 30 South Main Street
Weaverville, NC 28787
Phone: 828-645-7116 Fax: 828-645-4776



Town Council Regular Meeting Minutes

The Town Council regularly scheduled meeting was held on Monday, November 17, 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

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

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

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, and A/V Coordinator Lauren Ward.

2. Approval/Adjustments to the Agenda

Motion to approve the agenda as presented.

Moved by: John Chase

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

Carried unanimously. 7-0

3. Conflict of Interests Statement

Mayor Fitzsimmons 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.

4. Consent Agenda

Town Manager Harris reviewed the consent agenda items and as correlated with the Strategic Plan's goals and priorities.

Motion to approve the consent agenda as presented.

Moved by: Doug Jackson

Aye

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

Carried unanimously. 7-0

- A. Minutes of Oct. 27, 2025 Meeting - approved as presented
- B. Waterline Acceptance – Encore at Reems Creek (Phase 2) - approved as presented
- C. Monthly Tax Report, Refunds/Releases- approved as presented
- D. Budget Amendments for Police and Fire Dept.- approved as presented
- E. Helene Recovery Plan Adoption- approved as presented
- F. Source Water Resiliency and Response Plan- approved as presented
- G. Road Closure Ordinance – Florida Ave for Candlelight Stroll- approved as presented
- H. Code Amendments – Ch. 20 – Legal Compliance – Set PH for 12/9/25- approved as presented
- I. Resolution Supporting MPO Grant Application for Update to 2014 Reems Creek Greenway Feasibility Study- approved as presented
Town Council discussed the greenway for the Reems Creek corridor, noting the history of the 20% reserve funds, the Metropolitan Planning Organization Ten Year Plan and effects of Hurricane Helene, an updated Reems Creek Greenway study, and the design stage versus costs for the planning stage.

5. Town Manager's Monthly November Report

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

- Town Manager School of Government scholarship course 'Leading for Results'
- AdventHealth Hospital update and meeting event Nov. 18th
- Veterans Day Observance host Council member Jackson and keynote speaker Major General Beck (retired)
- Main Street Nature Park Stormwater and Streambank Stabilization project grant & Invasive Plant Workshop & Removal Day Dec. 10th
- Holiday Season Events- Weaverville's Holiday Parade Dec. 6th, WBA Candlelight Stroll Dec. 12th with new Winter Wonderland
- Town Clock parking lot Spruce Tree- Arborist diagnoses is needle cast fungus & Town received a new replacement tree donation
- Financial System Upgrade- new accounting software rollout Jan. 31st
- I-26 Bridge Construction updates
- Food Pantry Donations temporarily placed in Clock lot by BeLoved Asheville
- Fire Department Helene Recovery grant
- Town Council Meetings, Organizational and Oath of Office meeting, and holiday closings calendar

6. Public Comment

Ms. Sylvia Landis, a Weaverville resident, addressed town growth and stated she was in favor of the Town trying to obtain entrepreneurial community certification and supporting entrepreneur leadership. Ms. Landis noted Mars Hill implements models to teach skills, innovation, and investing in human resources.

Ms. Janice Weaver, a Weaverville resident, introduced Forest Weaver.

Mr. Forest Weaver, a Weaverville resident, addressed the history and preservation of Weaverville's black community, Hillside School and Hillside Community Center. The Community Center is designated historic and in process of rehabilitation and renovations, which received the Dogwood Foundation grant.

Ms. Norma Reed presented a Hillside Community Certificate of Appreciation to Councilmember Michele Wood for her initiative promoting and preserving Weaverville's black community history.

Dr. Chip Lambert, a Buncombe County resident, was concerned with the proposed annexation located at 10 Silverwood Farm Road as his residence abuts the development. He expressed concerns regarding a residents' zoom meeting and not seeing site plans drawings for water and sewer line infrastructure.

Ms. Pamela McCurry, a Buncombe County resident, adjacent to requested annexation property located at 10 Silverwood Farm Road and was concerned about the impacts to her property, the development of high density and crime.

Mr. Kieth McCurry, a Buncombe County resident, adjacent to requested annexation property located at 10 Silverwood Farm Road was concerned with an environment and geological study, increase of density footprint, water capacity allocation, site grading and impacts to his water well and ground levels. Other concerns expressed were rights-of-way permissions, he said only one entrance would be detrimental to the surrounding neighborhood.

Mr. Brian Whitt – Withdrew his request to speak

No written comments were received at Town Hall or via email stated Town Clerk Mercer.

7. Discussion & Action Items

A. Annexation/Zoning/Water Request – 10 Silverwood Farm Road

Town Manager Harris reviewed the annexation and zoning request located at 10 Silverwood Farm Road. He said the voluntary annexation petition was for approximately 107 acres located at the subject site. The purpose is to obtain Town services, including water, the requested zoning to support an apartment complex, single family residential units/lots, and 10+ acres of commercial property, as submitted by the developer.

At Town Council's meeting on September 22, 2025, the Town Clerk was directed to investigate the sufficiency of the annexation petition. Town Clerk Mercer has done so and has found that the petition is sufficient. The petitioners requested R-12, R-3, and C-2 traditional zoning and the Planning Board recommendation was favorable as to the proposed districts shown on the map attached to their recommendation letter.

The Town received a water commitment request on this property on November 5th and the Public Works Director and her team are working on the water capacity analysis and will report to Town Council on her findings as soon as they are available, but not later than Town Council's December 15th meeting.

The developer Landon Cox and Attorney Bo Carpenter were in attendance and described the project that was proposed and the traditional zoning request and answered questions.

There was active discussion regarding this project and Town Council members expressed the following concerns: project density; preliminary site plan and zoning; fire, police and emergency services costs to the Town; satellite annexation and percentage of satellite annexation maximum which could restrict future growth of Weaverville; sewer, water and infrastructure. Further discussion regarding Buncombe County's zoning and permitting process, special use permit requirements and Town of Weaverville conditional district permitting. Government funding using housing bonds and federal tax credits, and the developers' funding deadlines. An economic feasibility study, adjacent property water wells and the water table, performing a geotechnical evaluation and site grading mitigation, and NCDOT traffic engineers' analysis.

Assistant Manager Jackson answered questions regarding approval procedures and the consequences of the traditional zoning request versus conditional district zoning.

Councilmember Cordell requested the applicant to withdraw the request and submit smaller scaled-down project proposal.

Planning Director Eller reviewed the annexation request procedures, noting that the project received a favorable recommendation by the Planning Board as to consistency with the zoning proposal provided, and is therefore eligible for a public hearing before the governing board. If the developer were to change this application to a conditional district request or increase the project density, those changes would have to go back before the Planning Board.

Vice Mayor Chase made a motion to set a public hearing regarding the request for annexation and zoning for December 9th for the property located at 10 Silverwood Farm Road. There was discussion about possible amendments to the motion, but after discussion Chase withdrew his motion.

There was Town Council consensus not to take any action to set the public hearings at this time and belief that they need additional information and specifics on the project, including a site plan and economic analysis. Landon Cox agreed to reconsider his application and provide additional information on a revised project.

B. Notice of Anticipated Vacancy on Town Council

Mayor Fitzsimmons stated that with the results of the 2025 municipal election for mayor now known, it is anticipated that when Councilmember Dee Lawrence is sworn in as Weaverville's next mayor a vacancy on Town Council will be created. Town Council has Rules of Procedure concerning the appointment process for filling such a vacancy on Town Council. Citizens may submit a Town Council vacancy application by December 8th at 5:00 p.m. Town Council may elect to take action to appoint and fill the vacancy at the Town Council December 15, 2025, meeting.

C. Fire Department Quarterly Report

Chief Davis provided the Fire Department quarterly report which included fire incidents, inspections, fire loss report including the apparatus loss, insurance claim of total loss, average response times and training, and the Fire Marshal's activities.

D. Police Department Quarterly Report

Chief Oberlin reviewed her Police Department quarterly report which included incidents, accidents, and other matters such as an older vehicle that was involved in an interstate accident being replaced with a used hybrid, police training, checkpoints, and a review of Senate Bill 300 which addresses law enforcement interventions and oversight compliance.

E. Community Center Quarterly Report

Community Center Manager DeSerio reviewed the quarterly report for private use rentals, facility updates, programs, volunteers, events, and outdoor activities.

9. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the Town Council meeting at 7:45 p.m.

Town Clerk, Tamara Mercer

Mayor, Gary D. Lawrence

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for November 2025
RMV Refund/Release Report for October 2025

DESCRIPTION/SUMMARY OF REQUEST:

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

A summary of the monthly tax report is provided and shows that **46.11% of the Town's property taxes have been collected as of the end of November**. This totals \$2,237,462.58 out of the \$4,852,218.67 total tax levy (real property, personal property, and business personal property). At the end of November 2025 there was \$2,614,756.09 left to collect of the 2025 property taxes.

The Motor Vehicle Levy Releases/Refunds report for October was received late, so it is included in this report. The Motor Vehicle Levy Releases/Refunds report for November has not yet been received and will be included on the December tax report.

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

November 2025	Property Tax Levy Release/Refund	\$213.97
November 2025	Motor Vehicle Levy Release/Refund	TBD
October 2025	Motor Vehicle Levy Release/Refund	\$227.85

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 November 2025:

Original Billed Amt	\$	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	\$	2,237,463
% Collected		46.11%
Total Left to be Collected:	\$	2,614,756
Prior Years Tax Paid	\$	1,827
Prior Years Interest Paid	\$	106

Report Parameters:

Date Sent to Finance Start: **Min - November 1, 2025** Date Sent to Finance End: **Max - November 30, 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: **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 November 30, 2025												Activity from November 1, 2025 to November 30, 2025			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Assessor Refunds (\$)	Additional Levy (\$)
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest															
2024	0.00	0.00	0.00	0.00	0.00	0.00	4,826.22	0.00	4,826.22	0.00	0.00	-	0.00	0.00	0.00
2023	0.00	0.00	4,826.22	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	0.00	6,596.83	0.00	6,596.83	0.00	0.00	-	0.00	0.00	0.00
2021	0.00	0.00	4,927.24	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	0.00	5,085.95	0.00	5,085.95	0.00	0.00	-	0.00	0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	0.00	11,905.62	0.00	11,905.62	0.00	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	0.00	6,000.40	0.00	6,000.40	0.00	0.00	-	0.00	0.00	0.00
			316.01	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00
			39.57	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00
			39.57	0.00	0.00	0.00	NA	0.00	NA	0.00	0.00	0.00	0.00	0.00	0.00

2021	3,717,652.88	6,296.91	735.06	3,990,084.16	0.00	0.00	3,728,407.71	3,725,475.49	99.97 %	0.03 %	\$ -	0.00	0.00	0.00	0.00
		726.57		3,726,202.06	2,934.84	0.00	0.00	99.92 %	0.08 %						
2020	3,354,216.35	6,680.68	71.80	22,850.56	2,726.76	0.00	3,373,041.19	3,372,017.69	99.97 %	1,023.50	\$ -	0.00	0.00	0.00	0.00
		2,156.28		3,374,173.97						0.03 %					
2013	73,342.49	0.00	1,623.13	0.00	0.00	0.00	71,719.36	71,719.36	100 %	0.00	\$ -	0.00	0.00	0.00	0.00
		0.00		71,719.36	0.00	0.00	0.00	100 %	0 %						
2012	68,037.63	0.00	1,498.22	0.00	0.00	0.00	66,539.41	66,539.41	100 %	0.00	\$ -	0.00	0.00	0.00	0.00
		0.00		66,539.41	0.00	0.00	0.00	100 %	0 %						
2011	82.56	0.00	0.00	0.00	0.00	0.00	82.56	82.56	100 %	0.00	\$ -	0.00	0.00	0.00	0.00
		0.00		82.56	0.00	0.00	0.00	100 %	0 %						
Sub.	24,534,351.74	25,864.09	3,407.40	64,129.84	19,317.47	0.00	24,588,527.56	21,963,285.63	89.32 %	2,625,241.93	\$ 1,371,397.22	133.40	0.00	862.72	0.00
		-778.09	21,962,507.54							10.68 %			67.15	0.00	
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX															
2019	49,954.82	0.00	193.07	0.00	0.00	0.00	49,761.75	46,267.22	92.98 %	3,494.53	\$ -	0.00	0.00	0.00	0.00
		0.00		46,267.22	0.00	0.00	0.00	92.98 %	7.02 %						
2018	1,576.57	0.00	3.29	0.00	0.00	0.00	1,573.28	914.17	58.11 %	659.11	\$ -	0.00	0.00	0.00	0.00
		0.00		914.17	0.00	0.00	0.00	58.11 %	41.89 %						
2017	771.97	0.00	566.38	0.00	0.00	0.00	205.59	145.15	70.60 %	60.44	\$ -	0.00	0.00	0.00	0.00
		0.00		145.15	0.00	0.00	0.00	70.60 %	29.40 %						
2016	217.62	0.00	2.56	0.00	0.00	0.00	215.06	168.06	78.15 %	47.00	\$ -	0.00	0.00	0.00	0.00
		0.00		168.06	0.00	0.00	0.00	78.15 %	21.85 %						
2015	201.36	0.00	8.59	0.00	0.00	0.00	192.77	160.43	83.22 %	32.34	\$ -	0.00	0.00	0.00	0.00
		0.00		160.43	0.00	0.00	0.00	83.22 %	16.78 %						
2014	2,126.15	0.00	6.29	0.00	0.00	0.00	2,119.86	72.85	3.44 %	2,047.01	\$ -	0.00	0.00	0.00	0.00
		0.00		72.85	0.00	0.00	0.00	3.44 %	96.56 %						
2013	570.35	0.00	0.00	0.00	0.00	0.00	570.35	15.57	2.73 %	554.78	\$ 14.42	0.00	0.00	0.00	0.00
		0.00		15.57	0.00	0.00	0.00	2.73 %	97.27 %						
2012	316.30	0.00	111.58	0.00	0.00	0.00	204.72	204.72	100 %	0.00	\$ -	0.00	0.00	0.00	0.00
		0.00		204.72	0.00	0.00	0.00	100 %	0 %						
Sub.	55,735.14	0.00	891.76	0.00	0.00	0.00	54,843.38	47,948.17	87.43 %	6,895.21	\$ 14.42	0.00	0.00	0.00	0.00
		0.00	47,948.17				0.00			12.57 %				0.00	0.00
Total	24,609,141.32	26,506.62	4,302.33	74,718.00	24,672,684.78	22,080,344.01	2,634,030.67	140.11	\$ 1,371,619.57	10.68 %				987.46	0.00
		-771.38	22,079,572.63		19,634.41	0.00				10.68 %			73.86	0.00	0.00

Signature (Tax Collector) _____

District Refunds FY2026
 July 2025 through June 2026

NCVTS Pending refund report Fiscal Year 2026

Oct-25		
Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$12,078.89)
CAS	CITY	(\$2,625.18)
CBF	CITY	(\$196.87)
CBM	CITY	(\$161.81)
CMT	CITY	(\$86.48)
CWV	CITY	(\$227.85)
CWO	CITY	(\$222.96)
FBA	FIRE	(\$44.63)
FEB	FIRE	(\$55.11)
FEC	FIRE	(\$167.00)
FFA	FIRE	(\$355.35)
FFB	FIRE	(\$63.37)
FGC	FIRE	(\$30.84)
FJU	FIRE	(\$143.59)
FLE	FIRE	(\$182.40)
FNB	FIRE	(\$153.44)
FRC	FIRE	(\$123.12)
FRI	FIRE	(\$28.84)
FSK	FIRE	(\$176.64)
FSW	FIRE	(\$61.32)
FUH	FIRE	(\$60.05)
FWB	FIRE	(\$321.45)
FWO	FIRE	(\$27.55)
IAD	SPECIAL	(\$6.86)
SAS	SPECIAL	(\$459.90)
Total		(\$18,061.50)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: December 15, 2025
Subject: Budget Amendment – Fire, Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

The Fire Department received grant funds of **\$50,000.00** in November 2025 from the Office of State Fire Marshal’s Helene Disaster Recovery Program. The funds must be spent on either storm related damages or wildfire response and preparedness.

The Town collected an additional **\$2,475.00** in Cops for Kids donations during Nov – Dec 2025, bringing the fiscal year-to-date total to **\$3,933.31**.

One of our police vehicles was struck by a passing car while on the side of the road as the officer rendered aid to a stranded motorist. It was deemed a total loss, and the Town has received insurance proceeds of **\$19,521.66** which will be put towards the cost of a replacement vehicle.

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?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
040-430-434-50300	Fire—Capital Improvements	\$50,000.00
010-430-431-26608	Cops for Kids (Expenditure)	\$2,475.00
010-430-431-50500	Police - Capital Equipment	\$19,521.66

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
040-004-300-07060	Fire Dept Grants	\$50,000.00
010-004-300-09028	Cops for Kids (Revenue)	\$2,475.00
010-004-300-09043	Property Insur Claims (Revenue)	\$19,521.66

Justification: Please provide a brief justification for this budget amendment. *Fire Department Grant Funds from Office of the State Fire Marshal; Cops for Kids donations received Nov - Dec 2025; Insurance proceeds received for Police vehicle that was deemed a total loss.*

_____	_____
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: December 15, 2025
SUBJECT: 2026 Holiday Schedule
PRESENTER: Town Manager Harris
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Town's Personnel Policy provides that the Town is to follow the State holiday schedule, including any personal observance leave or floating holiday provided to State employees.

The paid holidays and office closures for 2026 are as follows:

- January 1 – New Year's Day
- January 19 - Martin Luther King Day
- April 3 – Good Friday
- May 25 – Memorial Day
- July 3 – Independence Day (observed)
- September 7 – Labor Day
- November 11 – Veteran's Day
- November 26 and 27 – Thanksgiving Holiday
- December 24, 25 and 28 – Observed Holidays

COUNCIL ACTION REQUESTED:

This is provided as information only

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Lake Louise Drive Culvert Repair
PRESENTER: Public Works Director Reece
ATTACHMENTS: Staff Report with Diagram and Repair Quotes
Budget Amendment

DESCRIPTION/SUMMARY OF REQUEST:

During a severe storm a culvert on Lake Louise Drive was damaged causing a deep sink hole. Staff received two comparable bids for repairs to this culvert. NHM Constructors Inc. has provided a quote for \$155,235 and T.P. Howard has provided a quote for \$155,720. **Staff recommend that Town Council approve the bid from NHM as it is the lowest bid for this work, and the related budget amendment.** Once approved, NHM can mobilize within three weeks to begin the work.

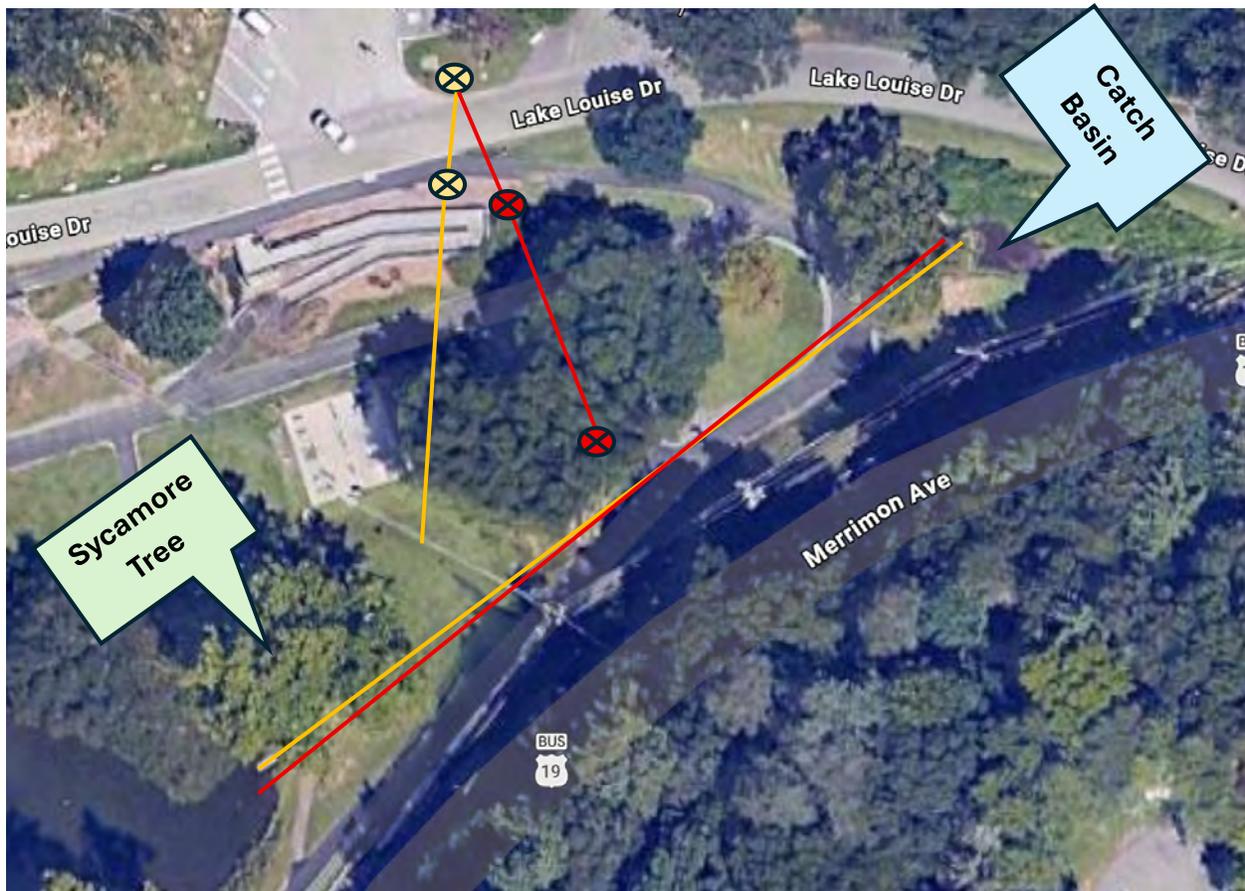
The pricing includes repair/replacement to the culvert and pipe across Lake Louise Drive and re-routing it away from the wooden ramp and through the park to the culvert near the lake causing the least disruption to the facility and amenities. This includes repaving of Lake Louise Drive and repairs to the asphalt walking path. Upon discussions with both bidders, it was determined that the existing steel corrugated pipes that the new HDPE pipe will connect to will also need to be replaced to avoid causing a sink hole. The existing pipe is rusted away, and the outfall into the lake has been undermined. Staff advised the sections of pipe are well over 30 years old and were not included in the concrete forebay installation earlier this year.

This work was unanticipated and therefore not budgeted. Staff is able to divert some funds budgeted for stormwater matters, but will need an additional \$100,000 to fully fund this repair. That budget amendment is attached and recommended.

COUNCIL ACTION REQUESTED:

Town Council action to approve the NHM proposal and the budget amendment needed to accomplish this work, with a suggested motion of:

I move that we approve the NHM proposal for the culvert repair on Lake Louise Drive for \$155,235 and the associated budget amendment as presented.



-  Existing Box Culvert(s)
-  Existing Culvert pipe
-  Proposed NEW Box Culvert
-  Proposed NEW Culvert pipe (approximate locations)

On September 19, 2025, the culvert next to the parking area failed due to heavy storms. The existing culvert (yellow) begins at the corner of the parking area and goes underneath the road (Lake Louise Dr.) connecting to a box culvert that sits in the bank at the wooden walking ramp. The existing culvert then travels underneath the wooden structure, and through the concrete playground area toward the lake. Staff attempted to camera the

culvert but it was filled with debris/mud and impassable so it is unknown the exact path the culvert follows.

Initial solicitations were differing in methods of repair which skewed pricing significantly, so the contractors were each called back out and given the same instructions and site information the week of November 10th. This resulted in pricing being closer aligned between two proposals.

Both proposals are to reroute the culvert, install two new box culverts (avoiding trees in the park) and install new HDPE (smooth wall plastic culvert) which will not degrade easily over time. Both contractors surveyed the existing galvanized culvert which can be seen protruding from the bank into the lake and determined that it will also need to be replaced in conjunction with this repair to avoid causing a sink hole in the park. The current galvanized culvert (which extends the length of this section of park from the catch basin to the lake) is badly degraded and missing the entire lower half at one end. (see photos) There is a concern about the large Sycamore tree at the edge of the lake being compromised in the future due to the pipe being so close to its roots. The bank is badly undercut in the same area and the path is crumbling causing a hazard for pedestrians as well. I have asked the contractors to consider staying as far away from it as possible but there is no guarantee that the tree will survive in the future. We do NOT plan to take any trees.

The proposals are as follows and are attached for reference.

1. NHM Constructors Inc. - \$155,235.00
2. T.P. Howard's Plumbing - \$155,720.00

*There is an option to not repair the culvert from the catch basin to the lake but both contractors have advised this will undoubtedly cause a sink hole due to the degradation of the existing culvert and the unknown of the structure underneath the ground. Staff do not recommend separation of this repair.





November 12th, 2025

Weaverville Public Works
15 Quarry Road
Weaverville, NC 28787
Attn: David Fisher

RE: Lake Louise-Storm Drainage Improvements

Dear Mr. Fisher:

NHM Constructors, Inc. is pleased to provide the following preliminary quotation for work at the above referenced project. Please see the following breakdown:

Option (2)

Mobilization- 1 LS	\$ 5,625.00
Surveying- 1 LS	\$ 2,943.00
Trench Box Rental- 1 LS	\$ 4,120.00
Demo Items of Work- 1LS	\$ 20,595.00
a. Flowable Fill of Existing 18-Inch Pipe- 200 LF	
Storm Drainage Installation- 1 LS	\$ 104,043.00
a. Conversion of Existing Storm Drain Structure (Open Throat)	
b. Installation of 18-Inch HDPE (Across Lakeshore Drive)- 60 LF	
c. Installation of Junction Box in Asphalt Path (Estimated Depth 14')- 1 EA	
d. Installation of 18-Inch HDPE (Across Playground Area)- 120 LF	
e. Installation of Junction Box at Intersection of 18-Inch/36-inch- 1 EA	
f. Installation of 36-Inch HDPE (From OCS to Lake)- 280 LF	
g. Water Diversion Control for Install of 36-Inch HDPE	
h. Misc. Brick/Grout- 1 LS	
i. Crew Time- 1 LS	
Erosion Control- 1 LS	\$ 8,718.00
a. Slope Matting- 2,420 SY	
b. Seeding & Mulching of Disturbed Areas- .5 ACRE	
Construction items	\$ 9,191.00
a. Asphalt Paving (Lake Louise Drive) 80'x20'x2" Depth	
b. Asphalt Patching of Walking Paths (3 EA) 10'x5'x2" Depth	
Total Option (2)	\$ 155,235.00

Notes/Clarifications:

-No removal/replacement of wooden deck walking structure is included in the pricing option.

Other Exclusions:

Excluded from this quotation are: permits, fees, meters or meter fees, taps or tap fees, bonds, as-built survey, undercut and replacement of unsuitable soils, sheeting, shoring, bracing, handling of hazardous materials, mass or trench rock excavation, de-watering or drying of soil materials, footing excavation, concrete cast in place retaining walls, testing and/or geotechnical services, termite protection, cleanup/re-grading after building construction, relocation/installation of utility poles and utilities (gas, phone, electric), utility sleeving or conduit installation, landscaping or sod, site lighting, trash receptacles, select backfill materials, stone on building pads, guardrail, fencing, gates, stairs, handrails, flag pole installation, wheel stops, bollards, bike racks, playground

equipment, picnic tables, playground rubber, lamp posts, truck well drains, sump pumps, and on-going street maintenance when our portion of work is complete.

This pricing will be good for a period of 30 days. Please do not hesitate to call if you have any questions or need any additional information.

Sincerely,
NHM Constructors, Inc.

Adam W. Rice

Adam Rice
Vice President
(828)670-6652 Ext. 3309
(828)777-0609 Cell



Town of Weaverville

November 12, 2025

PROPOSAL

Job: Lake Louise

We will furnish all labor, material, and equipment to complete the plumbing according to this proposal.

DESCRIPTION:

- Mobilization.
- TPH not responsible for damage to any trees.
- Traffic control included.
- All asphalt repair included. (Existing road & path)
- The existing box will receive a new frame and grate.
- The old pipe will be removed & existing box filled with gravel.
- We will install 18" HDPE across the road & down the back to a new box.
- From the new box we will install 18" HDPE to another box in line with the existing 36" pipe coming from the small pond and then run 36" HDPE to the lake.
- At the termination at the lake, we will install additional dirt and rip rap.
- All affected areas will receive seed & straw.

Quoted Price: \$120,890.00

Add: Replace the 36" from the new box back up to the small pond.

Total Add: \$34,830.00

Full payment is due at completion of job.

Any extra work not listed on this proposal will be billed as time and material but discussed with the owner before completed.

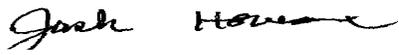
By signing this proposal, you are agreeing to pay the quoted amount, and the terms of this proposal.

In the event T.P. Howard's Plumbing Co., Inc. institutes an action to collect the amount billed for labor, material and equipment, T.P. Howard's Plumbing Co., Inc. shall be entitled to recover suit costs, including reasonable attorney's fees, from the other party.

Proposal Accepted: _____

Date: _____

Josh Howard

A handwritten signature in black ink that reads "Josh Howard". The signature is written in a cursive style with a large initial "J" and a long, sweeping underline.

T. P. Howard's Plumbing Co., Inc.

NC License # 10470

SC License # CLM.97207

joshh@tphowards.com

Budget Amendment FY 2025-2026

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-470-473-50300	Stormwater—Capital Improvements	\$100,000.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-310-09900	Appropriated Fund Bal (General)	\$100,000.00

Justification: Please provide a brief justification for this budget amendment. *Unexpected culvert repairs urgently needed at Lake Louise park.*

_____	_____
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: December 15, 2025

SUBJECT: Water Commitment Renewal and Amendment – 6 Pleasant Grove Road

PRESENTER: Public Works Director Angela Reece

ATTACHMENTS: Current Water Commitment Letter

DESCRIPTION/SUMMARY OF REQUEST:

The Town granted a water commitment for the townhouse project planned for 6 Pleasant Grove Road by letter dated 29 April 2025 (attached). The developer is requesting an amendment to expand the project and water request from 43 to 51 townhouses units. The Public Works Director has looked at the available capacity and believes that there is sufficient capacity for the additional units. This commitment is valid until April of 2026 but the development does not expect that the water system will be under construction before the expiration of the commitment, so they have requested a one-year extension to run from April 29, 2026.

The Town Manager and Public Works Director recommend approval of the renewal and amendments as requested.

COUNCIL ACTION REQUESTED:

Town Council is asked to consider approving the amended water commitment and renewal as requested through the adoption of the following motion:

I move that the water commitment for the 6 Pleasant Grove Road project be amended to reflect a total of 51 residential units as requested and that it be extended for an additional year from April 29, 2026, upon payment of the associated fees as set out in the Town's current fee schedule

The Town of
Weaverville
NORTH CAROLINA

April 29, 2025

Warren Sugg
Civil Design Concepts, PA
Via email to: wsugg@cdcgo.com

Re: Water Commitment for 6 Pleasant Grove Road - Fox/Brooks
PIN 9752-24-7058

Dear Mr. Sugg:

On January 22, 2024, the Town of Weaverville approved the water commitment request that was submitted by you for the development of the above-referenced property. Your request indicated that a proposed development on the property listed above would consist of 50 townhouse units. Your requested domestic water service for those units totaling approximately 20,000 GPD was approved.

Your firm requested the renewal of the water commitment for 20,000 GPD for another year to serve 43 units, a decrease from 50 units. Based on our review it was determined that our water system has adequate capacity to serve this connection and your commitment request was renewed and approved at a Town Council meeting on April 28, 2025. The following represents the conditions that must be met in order for the Town to provide water to your project:

1. Please coordinate with Weaverville Public Works Director on the detailed plans, materials, and installation of this water service. That Department will also need to know the earliest date that you expect that domestic water will be needed on this project.
2. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
3. This water commitment is valid only for the project described in this letter.
4. Unless otherwise extended by a renewal approved by Town Council, this commitment shall automatically expire one year from the date of this letter if the installation of the water system improvements has not begun within that one-year time frame. I anticipate that you will need an extension of this commitment and your project will be eligible for such for another year (or two) but that must be approved by Town Council upon your request and payment of a renewal application fee and additional commitment fees as set out in the fee schedule that is effective at the time of the extension request.
5. This water commitment does not constitute the Town's approval and acceptance of the proposed project.

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(828) 645-7116 • Fax (828) 645-4776

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

You have paid the non-refundable application fee of \$100.

A commitment fee of \$1,505 has been calculated based on inside rates for 43 individual meters [$\frac{5}{8}$ " or $\frac{3}{4}$ "] at \$35 per meter. This commitment fee is now due and payable (invoice attached) and must be paid within 30 days of the date of this letter to keep this commitment letter active. Failure to pay this fee by that date will result in a staff recommendation to Town Council requesting them to void the approval.

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

- \$25.00 Account Establishment Service Charge
- \$100.00 Water System Account Deposit ($\frac{5}{8}$ " or $\frac{3}{4}$ "] connection; inside rates)
- \$2,750.00 Water System Development Fee for $\frac{5}{8}$ " or $\frac{3}{4}$ " connection

Sincerely,



David Scottie Harris
Town Manager

cc: Dale Pennell, Public Works Director

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Water Commitment Renewal – AdventHealth
PRESENTER: Public Works Director Angela Reece
ATTACHMENTS: Current Water Commitment Letter

DESCRIPTION/SUMMARY OF REQUEST:

The Town granted a water commitment for the AdventHealth hospital campus by letter dated 15 August 2025 (attached) with the commitment expiring on 10 December 2025. The applicant has indicated that the project is underway but that they have not yet started construction of the water system improvements. The applicant is requesting a one-year extension of the water commitment for the above project.

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

COUNCIL ACTION REQUESTED:

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

I move that the water commitment request for the AdventHealth project be extended for an additional year upon payment of the associated fees as set out in the Town's current fee schedule

The Town of
Weaverville
NORTH CAROLINA

August 15, 2025

Alan Guyton
AdventHealth
100 Hospital Drive
Hendersonville, NC

Re: Water Commitment for – AdventHealth Hospital and Medical Campus
Weaverville, North Carolina

Dear Mr. Guyton:

On December 10, 2024, the Town of Weaverville approved the water commitment request that was submitted by you on behalf of the above-referenced hospital and medical campus project. You requested domestic water service totaling approximately 63,500 GPD and a maximum of 170 GPM, plus fire protection. Based on our review at the time, it was determined that our water system had adequate capacity to serve this connection.

Since December of 2024, you and your engineers have worked on the configuration of the water system to meet the needs of your hospital campus. The result of that work is that you will be using a 3" meter connection and a 4" meter connection, both connecting to the Town's waterline near the intersection of Ollie Weaver Road and Health Park Way.

The following represents the conditions that must be met in order for the Town to provide water to your project:

1. Please have your engineer coordinate with Weaverville Public Works Director on the detailed plans, materials, and installation of this water service. It is my understanding that those efforts are underway or completed.
2. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility Contractor and supervised by Town staff.
3. This water commitment is valid only for the project described in this letter.
4. Installation of the water system improvements must begin within one calendar year from the date that Town Council approved the commitment, which was December 10, 2024.
5. This water commitment does not constitute the Town's approval and acceptance of the proposed project.

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6. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
7. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.
8. The following fees for this commitment (invoice attached/enclosed) must be paid within 60 days of the date of this letter to activate this commitment letter. Failure to pay these by that date will result in a staff recommendation to Town Council requesting them to void the approval:
 - a. \$100.00 – Non-refundable Application Fee
 - b. \$800.00 – Water System Availability/Commitment fee based on inside town rates and the following meters: (\$300 for a 3” meter; \$500 for a 4” meter)
9. Additional fees per the Town’s adopted Fee Schedule will be required. The required fees based on the fee schedule for FY 2025-2026 are noted below, but are subject to change:
 - \$25.00 Account Establishment Service Charge for each meter/account
 - \$600.00 Water System Account Deposit for 3” connection
 - \$1,000.00 Water System Account Deposit for 4” connection
 - \$44,000.00 Water System Development Fee for 3” connection
 - \$68,750.00 Water System Development Fee for 3” connection

We don’t see any record of payment for the application fee. If you have already paid that fee, please provide a receipt or proof of payment and we will be glad to remove it from the invoice.

It is my understanding that you are actively working onsite and intend to have the installation of the water system started in the coming months. If work on the water system is not started by December 10, 2025, you will need to apply to have this water commitment renewed.

We remain excited about your project and look forward to seeing the project unfold.

Sincerely,



David Scott Harris
Town Manager

cc: Eric Cutshall, Assistant Public Works Director



TOWN MANAGER'S REPORT *December 2025*

Mayor/Council,

Holiday Season Activities

This holiday season has started well with a successful Holiday Parade on December 6. The parade is very staff intensive, and I am thankful for the amount of time and attention that Town staff and volunteers put into making sure that it was held in a safe and enjoyable manner.

This is the first year that the Town is providing some activities in conjunction with the WBA during the Candlelight Stroll held on December 12. I hope that the Winter Wonderland on Florida Avenue will be a fun, family-friendly aspect to this event that can be modeled during the warmer weather months as well.



Main Street Nature Park – Invasive Plant Workday

Through a generous anonymous donation through the WNC Community Foundation, the Town has engaged an arborist to remove invasive plants from the Main Street Nature Park. The first bit of that work occurred on December 10th in conjunction with a volunteer day coordinated by Asheville GreenWorks. Volunteerism creates so many connections and increased community awareness and I appreciate all of the work of the 11 volunteers that came out on a cold morning to directly contribute to this beautiful park space. Additional workdays will be planned.



FY2024-2025 Financial Audit Update

As mentioned in the past, our FY25 financial audit must include a “Single Audit” for the FEMA grant monies received. Each year the federal government publishes compliance guidelines that

auditors must follow, but this year the supplement was delayed due to the government shutdown and just released last week. Our auditors believe we can still meet the 12/31 audit deadline without requesting an extension. If everything goes as planned, our audit will be submitted to the LGC by the end of December and presented to Town Council at your January meeting. If not an extension will be requested.

Reminder for Water Customers

This is a reminder to water customers who receive e-statements through SouthData. We will discontinue utilizing SouthData for printing/emailing of bills effective January 1, 2026. Please set up a new account with our MyGovHub portal which directly integrates with our new accounting software. The MyGovHub portal can be found on our website by navigating to the section to pay Town bills online or with this link: <https://weaverville.mygovhub.com/> .

Town Employee Food Drive

To support our local food banks during this holiday season, Town departments competed with each other in an employee food drive resulting in 1,344 items of food being donated to ABCCM. Congratulations to the Public Works Department for providing the highest number of items and to all who contributed to our community in this way.



Congressman Edwards Project Funding Request

Congressman Edwards' Office reached out to me on December 1 and asked if we had any funding requests. With a deadline of December 12, the Town submitted the following for funding consideration: Fire Department rescue truck replacement (\$1.5M), rehabilitation of aging water treatment plant components once the new portions of the plant come online (\$1M), and purchase of an additional sanitation truck and leaf vacuum for Public Works (\$700K).

“Leading for Results” Program Completion

I just completed this UNC School of Government leadership course which, over two weeks, focused on team engagement, strategic vision, and driving organizational performance. I look forward to bringing back many of the strategies to our team.

Upcoming Town Meetings/Events

December 24-26 – Town offices closed

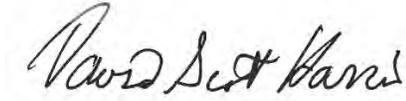
January 1 – Town offices closed

January 19 – Town offices closed

January 20 – Town Council Workshop Meeting (unless meeting schedule is changed)

January 26 – Town Council Regular Meeting (unless meeting schedule is changed)

Wishing everyone a safe and happy holiday season!

A handwritten signature in black ink, appearing to read "Scottie Harris". The signature is written in a cursive, flowing style.

**Respectfully submitted,
Scottie Harris, Town Manager**

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Weaverville ABC Audit Presentation and Update
PRESENTER: Rob Chason, ABC Board Chair
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Gould Killian, certified public accountants, performed a financial audit for the Weaverville ABC Board’s FY2024-2025 fiscal year. On October 29, 2024, Dan Mullinax presented a clean, unmodified report which found that the FY 2024-2025 financial statements accurately reflect the financial position of the ABC store.

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

- Gross sales 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
- Working capital (fund balance) totaled \$469,398, which well exceeds the minimum required and falls in the middle of the suggested range
- Assets exceed liabilities by \$535,813 (net position)

Rob Chason serves as the ABC Board Chair and will be at tonight’s meeting to discuss the financial status and operations of Weaverville’s ABC Store including a recent real property purchase of Northridge Commons Shop D Condo Unit 102.

COUNCIL ACTION REQUESTED:

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Water Commitment – 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 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 11,847 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.

COUNCIL ACTION REQUESTED:

The Town Manager and Public Works Director are recommending approval of this application for connection. 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: _____

PROJECT NAME: _____

ADDRESS: _____

LOCATION: _____

PHONE NUMBER: _____

PIN NUMBER: _____

ELEVATION: _____

TYPE OF SERVICE:

- RESIDENTIAL SINGLE FAMILY HOME
- TWO FAMILY _____ NUMBER OF BUILDINGS
- MULTI-FAMILY _____ NO. OF BUILDINGS _____ UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION _____ NO. OF LOTS

- COMMERCIAL SINGLE COMMERCIAL BUILDING
- UNIFIED BUSINESS DEVELOPMENT _____ NO. OF BUILDINGS
_____ NO. OF UNITS

- INDUSTRIAL SANITARY FACILITIES ONLY
- SANITARY & INDUSTRIAL PROCESS WATER

- OTHER FIRE SPRINKLER SYSTEM
- IRRIGATION SYSTEM
- _____

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE _____

MAXIMUM GALLONS PER DAY _____

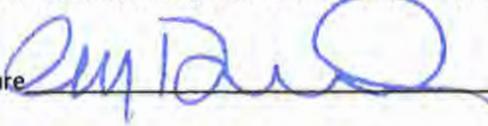
ANTICIPATED DATE OF SERVICE _____

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 _____ understand that the processing fee of \$_____, 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 _____

Bleumont									
PROJECT # 014280005		BY: LDS							
DATE: 11/4/2025		T.M: ARS		Wastewater			Water		
Type of Establishment	Unit ADF	Design Units	# of units	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**

MEETING DATE: December 15, 2025

SUBJECT: Main Street Nature Park Stormwater Project Update/ Approvals

PRESENTER: Assistant Town Manager Jackson

ATTACHMENTS: Concept Plan for Main Street Nature Park Stormwater Project Agreement with Blue Earth Planning, Engineering, and Design Agreement with Osgood Landscape Architecture (OLA) Agreement with Land of Sky Regional Council Proposed Grant Project Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

The Main Street Nature Park Stormwater Project is proceeding 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.

The good news is 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. That ordinance is attached for consideration.

STRATEGIC PLAN ALIGNMENT	Goal 5 – Infrastructure & Environmental Resilience Goal 6 – Parks, Recreation, Special Events & Community Vitality
FINANCIAL/BUDGET IMPACT	Grant Project Ordinance

TOWN COUNCIL ACTION REQUESTED:

Town Council is asked to consider approvals as stated above with the following suggested motion: *I move that we (1) adopt the grant project ordinance, (2) approve the agreements with Land of Sky Regional Council, Blue Earth Planning, Engineering, and Design and Osgood Landscape Architecture, all as presented, and (3) authorize staff to execute the approved agreements.*

PINE STREET ENTRANCE

Provide stormwater infiltration measures to treat the parking and hardscape walking areas.

Consider opportunities to address ADA accessibility from the north entrance.

Add educational signage that blends in with the nature park and/or a stormwater master plan that indicates how the "Forest Sponge" concept is enhancing water quality throughout.

NORTH-WEST REACH

Mitigate downstream erosion, scouring, and sedimentation with vegetated stream buffers, infiltration areas, and vernal pools.

Provide green stormwater management that will decrease stormwater volume and velocity from impervious surfaces.

Enhance the forest ecology with invasive species removal.

Consider access to Main Street through adjacent parcels.

CENTRAL LAWN

Incorporate native meadows species around the edges of the lawn space that promote pollinators.

Consider stormwater management measures around the new stage structure to assist with downstream erosion and stream scouring.

NORTH-EAST REACH

Mitigate downstream erosion, scouring, and sedimentation by allowing small vernal pools and/or adjusting stream banks adjacent to the stream corridor.

Enhance the stream buffer along Spruce St.

Consider opportunities to address ADA accessibility from the north, and possibly along Spruce Street.

MAIN STREET ENTRANCE

Consider integrating green infrastructure and stormwater measures into the existing parking area via pervious pavers, bioswales, and reversing the curb cuts.

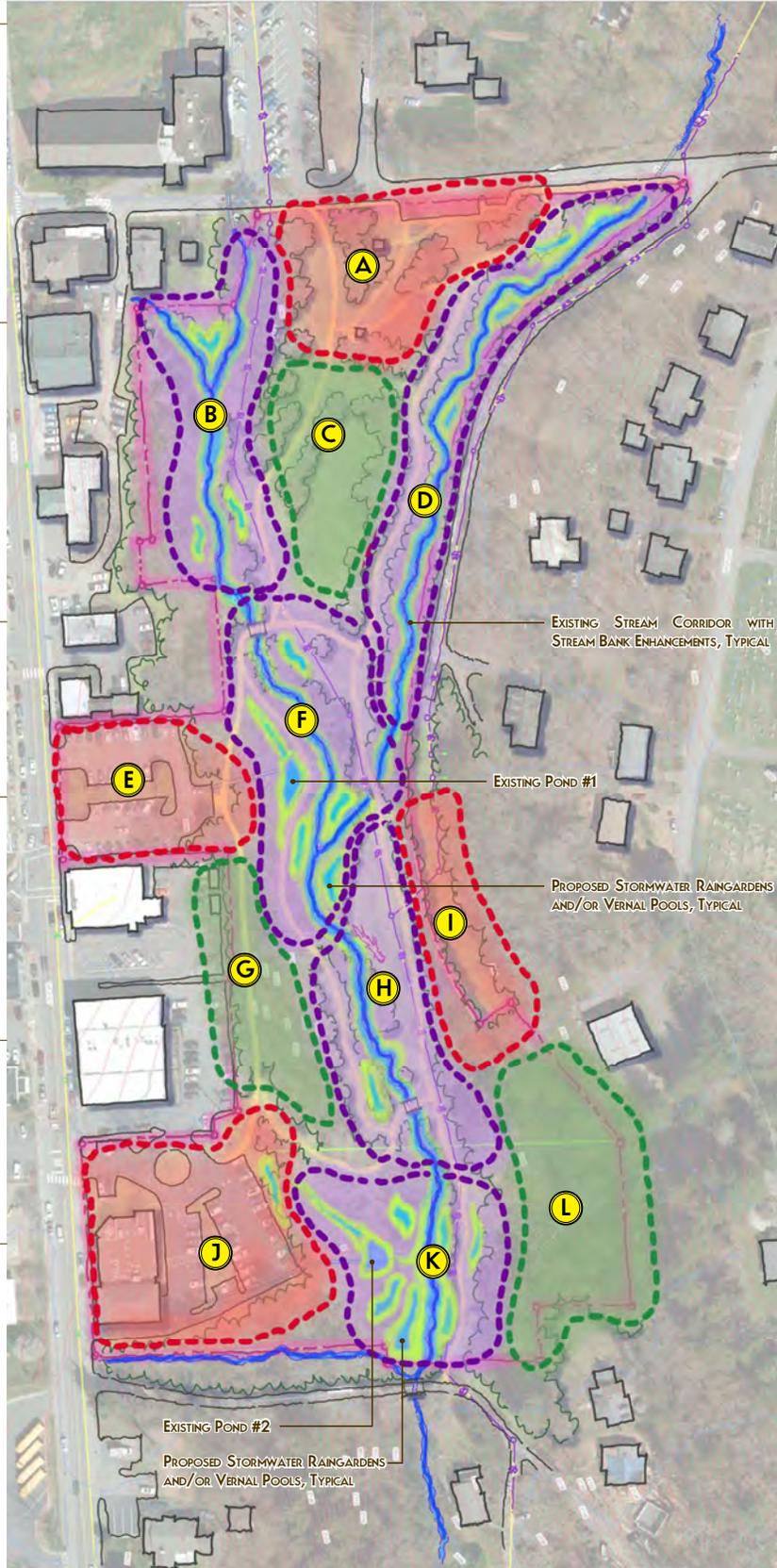
Incorporate educational signage in the parking lot to inform how the parking area relates to the larger watershed.

STREAM CONFLUENCE

Celebrate and activate the core of the nature park with a centralized "Forest Sponge" that includes multiple vernal pools that will provide ecological uplift and improved water quality.

Enhance and restore the existing stormwater treatment pond with updated inflow, outflow, and edge treatments for more species diversity and safe activation for the public.

Incorporate educational signage with a focus on promoting diversity of native species of plants, amphibians, and birds in the core of the nature park.



G FOREST BUFFER - WEST

Preserve and enhance existing native forest along the western slopes of the park with additional native plant species as a stormwater buffer from adjacent properties along main street.

Consider opportunities to address ADA accessibility from the Main Street and Town Hall Entrances

Integrate possible on-contour infiltration trenches or level spreaders to slow the velocity of stormwater runoff only where existing tree species will not be damaged

H NATURE PLAY AREA

Incorporate the natural, on-site landscape elements into nature play for kids (and adults) where creativity in nature and future conservation stewards are promoted.

Mitigate downstream erosion, scouring, and sedimentation with possible vernal pools and stream bank repair

integrate more seating options, public art and bird houses into the landscape along the trails and stream.

I SPRUCE STREET ENTRANCE

If feasible, consider a new, low impact drop off area at the end of Spruce Street with integrated green infrastructure stormwater solutions.

Consider ADA accessibility options from this eastern entrance with easier connections to passive recreation amenities in the southern portion of the park.

J TOWN HALL ENTRANCE

Integrate green infrastructure and stormwater measures into the existing parking area via pervious pavers, bioswales, and reversing the curb cuts.

Incorporate educational signage in the parking lot to inform how the parking area relates to the larger watershed.

Consider potential rain water catchment responses at the Town Hall (if they dont already exist?)

Explore ADA accessibility options.

K OUTDOOR EDUCATION

Celebrate and activate the southern end of the park with a "Forest Sponge" response to include multiple vernal pools that will provide ecological uplift and improved water quality.

Enhance and restore the existing stormwater treatment pond with updated inflow, outflow, and edge treatments for more species diversity and public engagement.

Incorporate a potential outdoor education structure as a location for outdoor education and a nature based learning laboratory with a focus on promoting biodiversity and water quality.

L FOREST BUFFER - EAST

Preserve and enhance existing native forest along the western slopes of the park with additional native species as a stormwater buffer from adjacent properties along Main Street.

Integrate possible on-contour infiltration trenches or level spreaders to slow the velocity of stormwater runoff only where existing tree species will not be damaged.

EXISTING PARK SHELTER

ADA Accessible pavilion in close proximity to parking.
Possible considerations for restroom facility and educational signage updates.

PROPOSED ENTRY #1

Possible new entry from Main Street with ADA accessible route into park (if feasible with adjacent owners, stakeholders, topography, and cost).

PROPOSED PEDESTRIAN ACCESS, TYPICAL

EXISTING PEDESTRIAN TRAIL, TYPICAL

EXISTING MAIN ST. ENTRY

Possible entry enhancements with overlook into confluence and core "Forest Sponge" area with considerations of ADA accessibility into the park (if feasible with cost and engineering).

NATURE PLAY

Enhance the nature play area with more natural landscape elements such as boulder outcroppings, wood elements, natural benches, sculpted landforms, and stream access with native pollinator and riparian planting additions.

EXISTING TOWN HALL ENTRY

Possible entry enhancements with overlook into outdoor education and southern "Forest Sponge" area with considerations of ADA accessibility into the park (if feasible with cost and engineering).

PROPOSED PEDESTRIAN ACCESS, TYPICAL

PROPOSED PEDESTRIAN BRIDGE

EXISTING PINE ST. ENTRY

Possible entry enhancements with future stormwater green infrastructure improvements to be considered (if feasible with cost and engineering).

PROPOSED PEDESTRIAN ACCESS, TYPICAL

EXISTING PEDESTRIAN TRAIL, TYPICAL

STAGE + EVENT LAWN

Possible enhancements with the integration of stormwater green infrastructure improvements, native pollinator garden, and meadow plantings to define the edges of the lawn and event space.

PROPOSED ENTRY #2

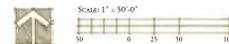
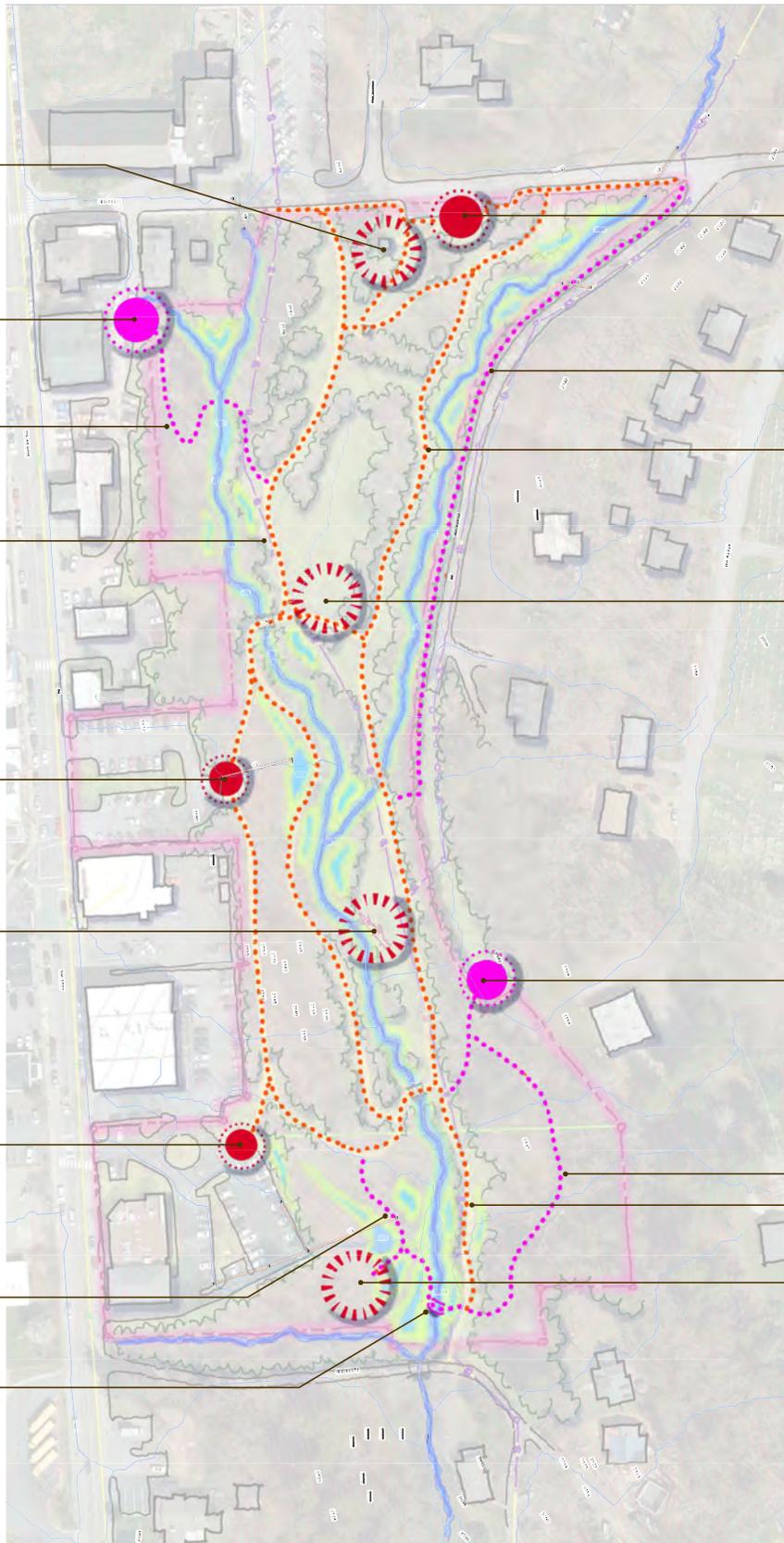
Possible new entry from Spruce Street with low impact drop-off area. Could include ADA accessible route into the southern portion of the park (if feasible with stakeholders, topography, and cost).

PROPOSED PEDESTRIAN ACCESS, TYPICAL

EXISTING PEDESTRIAN TRAIL, TYPICAL

OUTDOOR EDUCATION

New amphitheater and/or shelter structure for learning laboratory and nature based education programs set amidst new "Forest Sponge" wetlands and vernal pools (if feasible with stakeholders, topography, and cost).



PRELIMINARY CIRCULATION PLAN

**TOWN OF WEAVERVILLE
GRANT PROJECT ORDINANCE FOR THE MAIN STREET NATURE PARK
STORMWATER AND STREAMBANK STABILIZATION PROJECT**

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

Section 1: This ordinance is to establish a budget for projects related to a project involving stormwater improvements and streambank stabilization in the Main Street Nature Park in Weaverville (“Project”);

Section 2: The following revenues and resources are anticipated to be available to complete the Project activities:

Project Revenues	
	<i>Budget</i>
Division of Water Resources Grant	\$180,000
Pigeon River Fund Grant	\$35,000
Donated In-Kind Match	\$17,300
Appropriated Fund Balance	\$127,700
Future Grant Funding	\$TBD
Total Project Revenues	\$360,000

Section 3b. The following expenditures are hereby appropriated for the Project activities:

Project Expenditures	
	<i>Budget</i>
Design – Engineering and Landscaping	\$69,200
Permitting	\$12,000
Survey	\$7,000
Construction (materials, construction, oversight)	\$232,000
Education	\$10,000
Monitoring	\$8,000
Administration	\$15,300
Contingency	\$6,500
Total Project Revenues	\$360,000

Section 4: The Finance Officer is hereby directed to maintain sufficient specific detailed accounting records to satisfy the requirements for grant compliance and the Town’s Records Retention Policy.

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

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

Section 7: This grant project ordinance is effective immediately, and expires when all of the funds have been obligated and expended by the Town.

ADOPTED by Town Council this 15th day of December, 2025, with a vote of ___ in favor and ___ against.

DEE LAWRENCE, Mayor

ATTEST:

TAMARA MERCER, Town Clerk

December 3, 2025

Jennifer O. Jackson
Assistant Town Manager
30 South Main Street/PO Box 338
Weaverville, NC 28787

Subject: Proposal for Engineering, Design, Permitting and Construction Bidding Services for the Main Street Nature Park Stormwater and Streambank Stabilization Project (Phase 1)

Dear Ms. Jackson:

Blue Earth Planning, Engineering & Design, PC (Blue Earth) is pleased to submit this proposal to provide professional engineering and permitting services for the Main Street Nature Park Stormwater and Streambank Stabilization Project. Phase 1 includes full engineering design, permitting, preparation of construction documents, and construction bidding support. A detailed scope of services is provided in Attachment A, and Blue Earth's Standard Client Agreement is included for review and signature.

We greatly value the opportunity to continue working with the Town of Weaverville and to build upon the success of the earlier visioning and conceptual design efforts. This project represents an important step toward enhancing the ecological function, resilience, and public enjoyment of Main Street Nature Park, and we are enthusiastic about supporting the Town in moving from concept to implementation.

If you have any questions, would like to discuss the proposed scope, or need additional information, please feel free to contact me at 828.989.8075 or tormond@blueearth.us. We look forward to continuing our relationship and supporting the Town's efforts to advance this important project.

Sincerely,



Timothy Ormond, P.E.
President
Blue Earth Planning, Engineering & Design, PC

Attachment

Standard Client Agreement

THIS AGREEMENT entered into this 3rd day of December 2025, by and between Blue Earth Planning, Engineering & Design, PC (hereinafter "**BLUE EARTH**") with offices at 1 Haywood Street, Suite 414, Asheville, NC 28801, and Town of Weaverville (hereinafter, "**CLIENT**"), with address at 30 S Main St, Weaverville, NC 28787.

WHEREAS, the **CLIENT** desires **BLUE EARTH** to provide engineering, design and permitting services for the Main Street Nature Park Stormwater and Streambank Stabilization Project.

WHEREAS, **BLUE EARTH** is in the business of providing engineering and technical services and desires to perform such services for **CLIENT**.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

- 1) **SCOPE OF WORK.** **BLUE EARTH** shall perform such engineering and technical services as are described in the attached Scope of Services dated December 3, 2025 including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work").
- 2) **STANDARD OF CARE.** The standard of care applicable to **BLUE EARTH**'s services is the degree of skill and diligence normally employed by engineers or providers of technical services performing the same or similar services.
- 3) **COMPENSATION AND PAYMENT.** **CLIENT** shall compensate **BLUE EARTH** for the Work in such manner as described in the attached Scope of Work, including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, the "Payment Terms"). Partial payments for the Work shall be made at deliverable milestones by the **CLIENT** to **BLUE EARTH** based on invoices submitted by **BLUE EARTH**. The **CLIENT** shall also pay **BLUE EARTH** a late payment charge for any payments not made within thirty (30) days of the date of applicable invoices at the rate of one and one-half percent (1½ %) per month.
- 4) **CONSTRUCTION MEANS AND METHODS.** **BLUE EARTH** shall not be responsible for construction means, methods, techniques, sequences or procedures of construction contractors, or the safety precautions and programs incident thereto, and shall not be responsible for such contractors' failure to perform work in accordance with the contract documents.
- 5) **COMPLIANCE WITH LAWS.** **BLUE EARTH** shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.
- 6) **ASSIGNMENT BY CLIENT.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall

be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **BLUE EARTH** which consent shall not be unreasonably withheld.

- 7) **ASSIGNMENT BY BLUE EARTH.** All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **BLUE EARTH**, its successors and assigns; provided however, that no portion of this Agreement and the rights and obligations thereunder shall be assignable or delegable by **BLUE EARTH**, by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.
- 8) **INSPECTION OF THE WORK.** **BLUE EARTH** shall grant **CLIENT** access at all reasonable times to **BLUE EARTH**'s facilities where the work under this Agreement is being performed.
- 9) **CHANGES.** The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **BLUE EARTH** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus costs to cover payroll taxes, insurance and fringe benefits, or as may be otherwise agreed between the **CLIENT** and **BLUE EARTH**.
- 10) **SUSPENSION OR TERMINATION.** In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **BLUE EARTH** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.
- 11) **DEFAULT.** Should either party breach any provisions of this Agreement the non-breaching party shall have the rights and remedies provided by law or under these terms and conditions.
- 12) **INDEMNIFICATION.** Except as stated below, **BLUE EARTH** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **BLUE EARTH**'s sole negligent acts, errors or omissions with performance of **BLUE EARTH**'s services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the **CLIENT** shall indemnify, save harmless and defend **BLUE EARTH** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **BLUE EARTH**'s services, or claims against **BLUE EARTH** arising from work of others.
- 13) **LIMITATION OF LIABILITY.** As part of the consideration **BLUE EARTH** requires for provision of the Services indicated herein, **CLIENT** agrees that any claim for damages filed against **BLUE EARTH** by **CLIENT** or any contractor or subcontractor hired directly or indirectly by **CLIENT** will be filed solely against **BLUE EARTH** or its successors or assigns and that no individual person shall be made personally liable for damages, in whole or in part.

To the fullest extent permitted by law, the **CLIENT** agrees to limit **BLUE EARTH**'s liability to the **CLIENT** and to all other contractors or subcontractors on the project for any and all injuries, claims, losses, expenses or damages whatsoever arising out of or in any way related to

the project or this Agreement from any cause or causes including but not limited to **BLUE EARTH's** negligent acts, errors, omissions, strict liability, breach of contract, or breach of warranty, such that the total aggregate of liability of **BLUE EARTH** to all those named shall not exceed the total fee for **BLUE EARTH's** services rendered on the project. All claims by **CLIENT** shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

- 14) **WAIVER OF CONSEQUENTIAL DAMAGES.** Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.
- 15) **INSURANCE.** Unless otherwise required in this Agreement, the **CLIENT** and **BLUE EARTH** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:
 - 16) **Comprehensive General Liability** including the following:
 - a. \$1,000,000 Each Occurrence for bodily injury and property damage
 - b. \$1,000,000 Products/Completed Operations Aggregate
 - c. \$1,000,000 General Aggregate over all interests
 - 17) **Comprehensive Automobile Liability** including coverage for owned, non-owned and hired vehicles:
 - a. \$1,000,000 Bodily Injury
 - b. \$1,000,000 Property Damage
- 18) **INDEPENDENT CONTRACTOR.** **BLUE EARTH** acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.
- 19) **PUBLIC ANNOUNCEMENTS.** No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.
- 20) **PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.
- 21) **HEADINGS.** Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.
- 22) **GOVERNING LAWS.** The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the North Carolina without regard to its choice of law provisions.

23) **SUPPLEMENTS TO AGREEMENT.** The following Exhibits are an integral part of this Agreement.

a. Attachment A Scope of Services dated December 3, 2025

24) **ENTIRE AGREEMENT.** This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

BLUE EARTH PLANNING, ENGINEERING & DESIGN, PC

Signature: 
Name: Timothy Ormond
Title: President

TOWN OF WEAVERVILLE

Signature: _____
Name: _____
Title: _____

ATTACHMENT A

Scope of Work Engineering, Design and Permitting for Main Street Nature Park Stormwater and Streambank Stabilization Project

Project Background

The Town of Weaverville and its engineering team, with the support of the NCDEQ 205(j) program, recently completed a holistic watershed and land use assessment to develop nature-based solutions and concept designs to address water quality and ecological problems in Park. Approximately 1,600 linear feet of stream flow through the park and two failing detention basins are also located within the park. The evaluation that was conducted is described in detail in a technical report. Recommendations from the report include restoring and stabilizing approximately 600 linear feet of highly eroded streambank, removing invasive vegetation, planting native riparian vegetation, and retrofitting the two failing stormwater detention basins.

A hydrologic and hydraulic modeling evaluation was conducted and concept designs were developed to expand and retrofit the detention basins into stormwater wetlands. These recommended improvements will significantly improve stormwater treatment of runoff from two heavily used downtown parking lots, with an impervious area of approximately 1.7 acres. The concept designs also incorporate opportunities for the enhancing visitor experience and educational opportunities, with a focus on educating the public about stormwater treatment and stream restoration. This project is especially needed in the aftermath of Hurricane Helene which devastated the watersheds and ecosystems of our region.

The Town of Weaverville applied for a Water Resources Development Grant (WRD Grant) with the NC Division of Water Resources to fund the design and construction of the project. In June 2025, the Town was awarded the grant, which will fund approximately 50% of the total project cost, including design, permitting, construction, monitoring and education. Other sources of project funding include a subsequent grant that was awarded by the Pigeon River Fund, donated in-kind services from the design team, volunteer labor and matching funds from the Town.

Scope of Work

The scope of work for the first phase of the project includes performing the engineering, design, permitting and project management for retrofitting and expanding two failing stormwater detention basins in Main Street Nature Park into stormwater treatment wetlands to treat runoff from 1.7 acres of heavily used downtown parking lots. The project also includes stabilization and

restoration of approximately 600 linear feet of highly eroded streambanks in the Nature Park. A map of the project areas is shown in Figure 1.

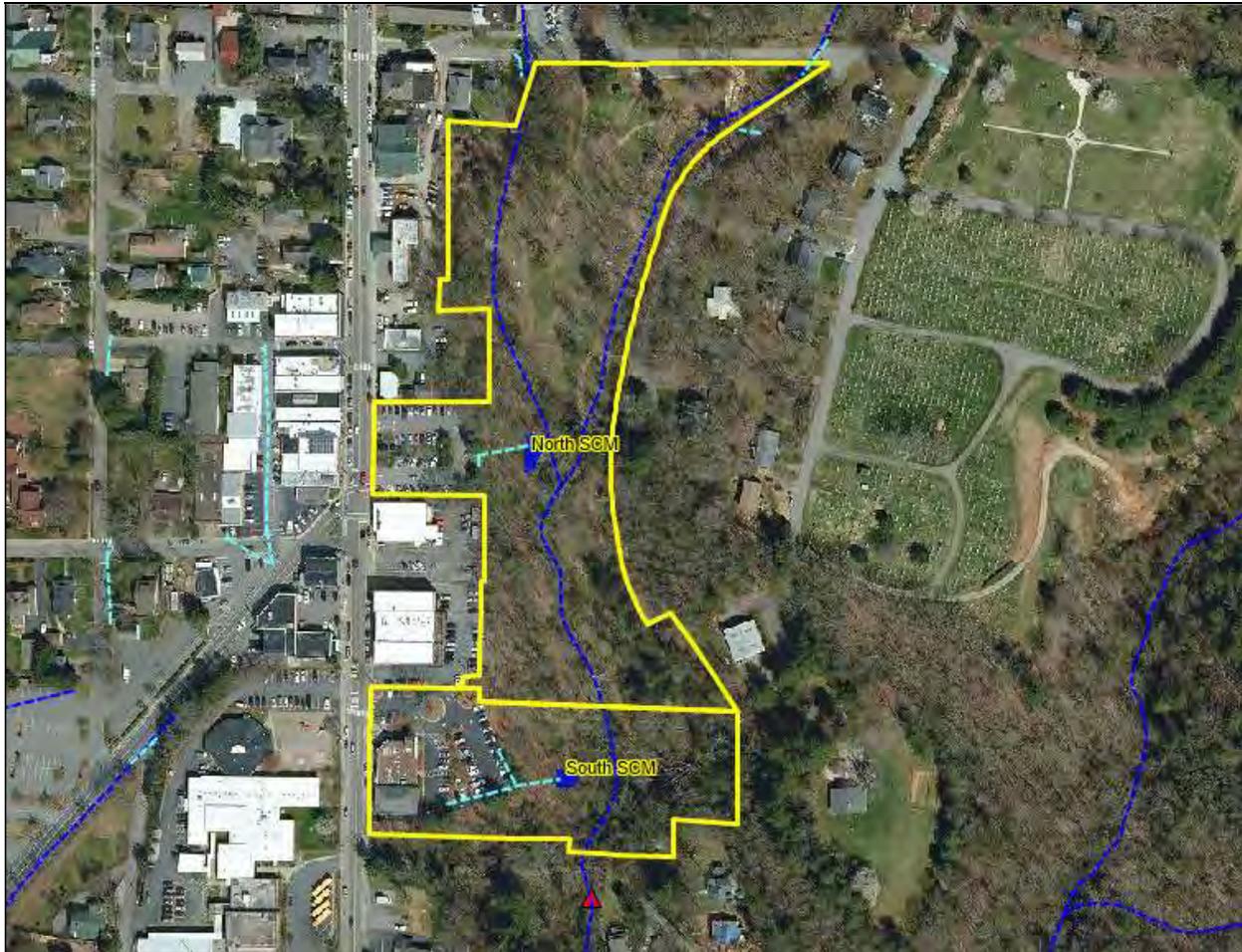


Figure 1. Map of project area showing stream and two stormwater control measures (SCMs).

Project Tasks and Fee

The first phase of the project includes the tasks required for project design, permitting, preparation of construction documents and the construction bidding phase. Blue Earth Planning, Engineering & Design, PC (Blue Earth) will be providing the engineering, design, permitting and construction bidding for the project.

This project is being conducted collaboratively with Land of Sky Regional Council (LOSRC) who will be administering the project and Osgood Landscape Architecture (OLA) who will be performing the landscape architecture components of the project, under separate contracts. The surveying for the project will be performed by a licensed surveyor under subcontract with OLA. Table 1 describes the tasks that will be performed by Blue Earth in Phase 1. The total budget amounts are based on the WRD grant amounts.

Table 1. Phase 1 Project Tasks and Budget to be conducted by Blue Earth

Task	Task Description/Assumptions	Subtotal
1) Project Coordination and Management	Provide project coordination and management with client, design team, surveyor and LOSRC throughout design and construction bidding phase, including team meetings and client meetings.	\$ 3,600
2) Data Collection and Site Visits	Perform data collection for field verification of design and photo documentation of current site conditions and stream restoration priority areas.	\$ 1,600
3) Develop 60% Design	Develop preliminary (approximately 60%) design plans and details for two SCM retrofits and stream restoration project. Conduct client plan review meeting.	\$ 22,800
4) Permitting	Prepare and submit permit applications for USACE and NCDEQ stream restoration permitting and any required local construction permits. Respond to any agency comments and incorporate into design.	\$ 12,000
5) Develop 90% design	Complete approximately 90% plans and details. Conduct client review meeting.	\$ 3,200
6) Final Submittal	Submit electronic and one full-sized printed set of plans and details.	\$ 1,200
7) Construction Bidding	Prepare construction bid package, construction specifications, engineer's cost estimate, and conduct project bidding. Provide engineering project support during advertisement for construction contractors and contractor selection. Scope includes pre-bid site walk and contractor coordination.	\$ 13,733
Subtotal		\$ 58,133
Donated In-Kind Match		\$ 11,533
Total Engineering Fee		\$ 46,600
<i>Assumptions</i>		
1) Project and grant administration will be conducted by LOSRC under separate contract.		
2) Landscape architecture design will be provided by Osgood Landscape Architecture under separate contract.		
3) Surveying will be performed by licensed professional surveyor under separate contract.		
4) Blue Earth will consult with permitting agencies, prepare and submit permit documentation. Permitting fees will be paid by others.		
5) Additional services, if requested, will be performed for an additional fee, pending approval from Client.		

The total engineering fee for Phase 1 of the project shall not exceed \$46,600, without prior Client approval. Additionally, Blue Earth will provide donated in-kind services in the amount of at least \$11,533.

Project Schedule

The Blue Earth project team will work diligently with the Town of Weaverville and LOSRC to meet all grant schedule requirements. The anticipated project schedule is dependent on permit agency review time and, assuming typical review time, the design phase is anticipated to be completed by approximately June 30, 2026 or within six months of authorization of the design contract. Upon completion of the design phase, the construction bidding will commence.



December 5, 2025

c/o Mary Roderick
Land of Sky Regional Council
Mary@landofsky.org

On behalf of:
The Town of Weaverville
30 S Main St
Weaverville, NC 28787

Regarding: **ATTACHMENT A - Weaverville Main Street Nature Park - Stormwater and Streambank Stabilization :: Scope of Landscape Architecture Services**

Dear Mary,

Sincerest thanks for the opportunity to submit a proposal for landscape architecture services for the Weaverville Main Street Nature Park Stormwater and Streambank Stabilization Project, in Weaverville, NC. We look forward to leveraging our work from the initial visioning and conceptual design work as we collaborate with the Land of Sky Team, Town Staff, Blue Earth, and other consultants throughout the Design and Permitting and Phase of the project.

The enclosed proposal indicates how OLA, Inc. envisions approaching this effort. Please note that it will always be our intent to best respond to your expectations, and we have attempted to tailor OLA, Inc's services and fees as such.

While we believe the proposed scope of work is the most cost-effective way to address the design requirements for permitting, pricing, and your intent, we are happy to discuss alternative formats for this proposal to better fit your expectations.

Thank you for your consideration, and we very much appreciate the opportunity to work with you.

Kindest regards,

A handwritten signature in black ink that reads "JOEL".

Joel Osgood, RLA
Enclosure

STANDARD CLIENT AGREEMENT

between

Osgood Landscape Architecture, Inc.

and

The Town of Weaverville

for Professional Landscape Architecture Services

THIS AGREEMENT is made and entered into on this the 5th day of December, 2025 by and between Osgood Landscape Architecture, Inc. (hereinafter **OLA, Inc.**), a registered North Carolina company licensed to provide landscape architecture services with offices at 1 Haywood Street, Suite 467, Asheville, NC 28801, and Town of Weaverville (hereinafter **CLIENT**), with address at 30 S Main St, Weaverville, NC 28787.

RECITALS:

WHEREAS, the **CLIENT** desires **OLA, Inc.** to provide landscape architecture services for the Main Street Nature Park Stormwater and Streambank Stabilization Project.

WHEREAS, **OLA** is in the business of providing landscape architecture and technical services and offers to provide such services necessary to accomplish the work as may be requested by the **CLIENT**.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and intending to be legally bound hereby, the parties agree as follows:

1. **DESCRIPTION OF PROJECT**

Services to be provided shall be as described in written agreements made pursuant to and referencing this Standard Client Agreement.

2. **SCOPE OF WORK**

OLA, Inc. agrees to perform those services described in the attached Scope of Services dated December 2, 2025 including any additions or modifications mutually agreed upon and incorporated therein (hereinafter, "Work") as signed by **OLA, Inc.** and **CLIENT**. Unless modified in writing by both parties, the duties of **OLA, Inc.** shall not be construed to exceed those services specifically described in the agreement. Any services performed by **OLA, Inc.** on behalf of the **CLIENT** will be presumed to have been done under the terms and conditions of this Agreement.

3. **GENERAL CONDITIONS OF SERVICE**

The following standard terms and conditions are incorporated by reference in the attached proposal from **OLA, Inc.** and shall be part of the Agreement under which services are performed by **OLA, Inc.** and its sub-consultants for the **CLIENT** as indicated in the attached proposal, and the proposal and these standard terms and conditions constitute the agreement of the parties, hereinafter the "Agreement."

4. **STANDARD OF CARE**

OLA, Inc. and its sub-consultants shall perform its services in accordance with landscape architectural practices ordinarily employed by similarly-situated professionals performing similar services for similar projects in the same vicinity. The **CLIENT** agrees to look to the corporate entity, and not its owners or officers in the event of a claim arising under this Agreement.

5. **COMPENSATION**

CLIENT shall compensate **OLA, Inc.** for the Work in such manner as described in the attached Scope of Services, including any additions or modifications mutually agreed upon and incorporated therein (hereafter, the Payment Terms"). Invoices will be issued for reimbursable expenses and the design services rendered. Billing periods will typically occur monthly and/or at strategic project milestones payable upon receipt. Interest of 1-1/2% per month will be charged if payment on an account is not received within 30 days of the invoice date.

Payment thereafter shall be toward the accrued interest and then to the principal unpaid amount. **OLA, Inc.** reserves the right to suspend work on the project on account of non-payment of overdue invoices or to terminate and seek damages as allowed by law. Any objection to any invoice of **OLA, Inc.** shall be raised by the **CLIENT** within 10 days of receipt of the invoice, or such objection shall be waived.

6. **CONSTRUCTION MEANS AND METHODS**

OLA, Inc. and its sub-consultants shall not be responsible for construction means, methods, techniques, sequences, or procedures of the **CLIENT's** construction contractors, or the safety precautions and programs incident thereto, and **OLA, Inc.** shall not be responsible for any such contractors' failure to perform work in accordance with the contract documents or in accordance with safety laws and regulations.

7. **COMPLIANCE WITH LAWS**

OLA shall comply with all applicable provisions of the unemployment compensation, sickness and disability, Social Security laws, the Fair Standards Act and all other Federal, State, and local laws or regulations relating to employment.

8. **ASSIGNMENT BY CLIENT**

All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **CLIENT**, its successors and assigns; provided however, that no portion of this Agreement (including any Task Order) and the rights and obligations thereunder shall be assignable or delegable by **CLIENT**, by operation of law or otherwise, without the express prior written consent of **OLA, Inc.** which consent shall not be unreasonably withheld.

9. **ASSIGNMENT BY OLA**

All the terms, provisions, covenants and conditions of this Agreement (including any modifications thereto) shall be binding upon, inure to the benefit of, and be enforceable by **OLA, Inc.**, its successors and assigns; provided however, that no portion of this Agreement and the rights and obligations thereunder shall be assignable or delegable by **OLA, Inc.** by operation of law or otherwise, without the express prior written consent of **CLIENT** which consent shall not be unreasonably withheld.

10. **INSPECTION OF THE WORK**

OLA, Inc. shall grant **CLIENT** access at all reasonable times to **OLA, Inc's** facilities where the Work under this Agreement is being performed.

11. **CHANGES**

The **CLIENT** may, at any time prior to the completion of the Work, direct, in writing, any changes to the Work, including but not limited to the revision of the Work's scope, time period, or schedule of performance. **OLA, Inc.** shall perform such changes to the Work as directed by the **CLIENT** in writing and shall be paid for such Work at rates established by the Agreement, at actual costs plus costs to cover payroll taxes, insurance, and fringe benefits, or as may be otherwise agreed between the **CLIENT** and **OLA, Inc.**

12. **SUSPENSION OR TERMINATION**

In the event that the Work is terminated or suspended by the **CLIENT** prior to its completion, **OLA, Inc.** shall be paid an equitable amount proportional to the services rendered to the date of termination or suspension, plus reasonable profit and termination costs.

13. **INDEMNIFICATION**

Except as stated below, **OLA, Inc.** shall indemnify and save harmless the **CLIENT** from these claims, losses, lawsuits or expenses caused directly by **OLA Inc's** sole negligent acts, errors or omissions with performance of **OLA Inc's** services hereunder. To the fullest extent permitted by law, with respect to claims, damages, losses and expenses which are related to hazardous waste or asbestos removal, disposal or cleanup or environmental liability, the **CLIENT** shall indemnify, save harmless and defend **OLA, Inc.** from and against all such claims, damages, losses or expenses, including attorney's fees, arising out of or resulting from the performance of **OLA Inc's** services, or claims against **OLA, Inc.** arising from work of others.

14. LIMITATION OF LIABILITY

To the maximum extent permitted by law, the **CLIENT** agrees to limit the total liability of **OLA, Inc.** (including its officers, directors, employees, agents and independent professional associates and consultants, and any of them), in the aggregate, to the **CLIENT**, including anyone claiming by, through or under the **CLIENT**, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to **OLA, Inc.** services, the Project, or this Agreement from any cause or causes whatsoever, including but not limited to the negligence, errors, omissions, strict liability, or breach of contract of **OLA, Inc.** or **OLA, Inc.'s** officers, directors, employees, agents, or independent professional associates or consultants, or to all those named shall not exceed the total fee for **OLA, Inc.'s** services rendered on the Project. It is intended that this limitation apply to all liability or cause of action however alleged or arising, unless otherwise prohibited by law, notwithstanding any insurance carried by **OLA, Inc.** All claims by **CLIENT** shall be deemed relinquished unless filed within one (1) year after substantial completion of the Services.

15. WAIVER OF CONSEQUENTIAL DAMAGES

Under no circumstances shall either party be liable to the other party for any consequential damages, including but not limited to loss of use or rental, loss of profit or cost of any financing, however caused, including either party's fault or negligence.

16. INSURANCE

Unless otherwise required in this Agreement, the **CLIENT** and **OLA, Inc.** shall, during the performance of the services as provided herein, maintain insurance of the types and amounts specified, and with insurers satisfactory to the other party as follows:

Commercial General Liability including the following:

- a. \$1,000,000 Each Occurrence
- b. \$1,000,000 Damages to Rented Premises
- c. \$10,000 Medical Expenses
- d. \$1,000,000 Personal and ADV Injury
- e. \$2,000,000 General Aggregate over all interests

Workers Comp including the following:

- a. \$1,000,000 Each Accident
- b. \$1,000,000 Each Disease
- c. \$1,000,000 Policy Limit

Professional Liability including the following:

- a. \$1,000,000 Policy Limit

17. INDEPENDENT CONTRACTOR

OLA, Inc. acknowledges that it is furnishing the services contemplated by this Agreement hereto as an independent contractor, and not as an employee or agent of **CLIENT** or any of its affiliates.

18. PUBLIC ANNOUNCEMENTS

No publicity releases (including news releases and advertising) relating to this Agreement or the services performed hereunder, shall be issued by either party without the prior written approval of the other party.

19. PARTIAL INVALIDITY

If any term, covenant, condition or provision of this Agreement is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby.

20. HEADINGS

Headings in this Agreement are for convenience only, and are not intended to be used in interpreting or construing the terms, covenants, and conditions of this Agreement.

21. GOVERNING LAWS

The validity or construction of this Agreement, as well as the rights and duties of the parties hereunder, shall be governed by the laws of the North Carolina without regard to its choice of law provisions.

22. SUPPLEMENTS TO AGREEMENT

The following Exhibits are an integral part of this Agreement.

- Attachment A – Scope of Landscape Architecture Services dated December 5, 2025
- Attachment B – Ascension Land Surveying proposal dated December 4, 2025

23. ENTIRE AGREEMENT

This Agreement constitutes the whole agreement between the parties with respect to the subject matter contained herein, and there are no terms other than those contained herein. No modification or amendment of this Agreement shall be valid unless in writing and signed by the parties hereto.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.

OSGOOD LANDSCAPE ARCHITECTURE, INC.

Signature: _____



Name: _____

Joel Osgood

Title: _____

President

TOWN OF WEAVERVILLE

Signature: _____

Name: _____

Title: _____

ATTACHMENT A
SCOPE OF LANDSCAPE ARCHITECTURE SERVICES
WEAVERVILLE MAIN STREET NATURE PARK
STORMWATER AND STREAMBANK STABILIZATION

1. THE ASSIGNMENT

Osgood Landscape Architecture, Inc. (OLA, Inc.) will work with the Town of Weaverville (CLIENT) and Blue Earth Planning, Engineering and Design, PC (PRIME CONSULTANT) to design and coordinate site and landscape design construction documents for the Phase One - North and South Stormwater Control Measures (SCMs) in the Weaverville Main Street Nature Park.

We will also coordinate the scope of work via a separate subconsultant agreement with the Surveyor for the project.

2. THE TEAM

We understand we will be a member of a design team organized as follows:

CLIENT: Town of Weaverville

CLIENT'S REPRESENTATIVE: Land of Sky Regional Council

PRIME CONSULTANT/ ENGINEER: Blue Earth Planning, Engineering and Design, PC (hereinafter Blue Earth)

SURVEYOR: TBD (Separate Subconsultant to OLA – See Attachment B)

OUR FIRM: Osgood Landscape Architecture, Inc., (OLA) will provide design services per the Assignment and will work closely with other consultants in specialized technical fields as necessary.

Joel Osgood, RLA, ASLA – Principal

Ryan Ballard, RLA – Project Manager

Alahana Jakeway – Design Associate I

3. SCOPE OF SERVICES

This section contains an explanation and specific duties that OLA, Inc. will perform in support of The Assignment.

PHASE ONE :: SCM Site and Landscape Contract Documents

The intent of this task is to allow additional opportunities for revisions to the initial Conceptual Site and Landscape drawings for the North and South Stormwater Control Measures (SCMs) that were organized as part of the previous conceptual design drawings. The updated drawings will address comments from Client, Client's Representative, and Prime Consultant; to refine and finalize site and landscape drawings for permit submittals; to assist Prime Consultant with production of CAD grading and drainage documents; and to provide quantity estimates for contractor pricing as needed. OLA will provide digital drawings in DWG format at the conclusion of this step for Blue Earth to incorporate into their plan and detail sheets.

Following are specific deliverables and information we are prepared to provide as part of this step:

- A. Refine design concepts into a Digital DWG Site Plan to include:
 - a. Erosion and sediment control plan (in collaboration with Blue Earth)
 - b. Demolition plan with tree protection measures
 - c. Layout and materials plan (in collaboration with Blue Earth)
 - d. Grading and drainage plan (in collaboration with Blue Earth)
 - e. Stormwater control measures (in collaboration with Blue Earth)
 - f. Stormwater volume calculations (in collaboration with Blue Earth)
- B. Cross sections and material details
- C. Cut and Fill Earthwork Calculations (if needed)
- D. Prepare a DWG Landscape Plan to include:
 - a. Existing trees to be saved.
 - b. Refined landscape design with groupings and quantities of specific species
 - c. Plant palette and specifications.
- E. Packaged DWG drawing coordination with Blue Earth
- F. We are prepared to attend and facilitate site visit(s) and/or office meeting(s) during which we will continue to review ideas and address feedback from the Client and Team. Included in the step are two (2) meetings with the design team, and two (2) site visits for a total of up to eight (8) hours, with any additional time in excess of this billed on an hourly basis. We will also continually strive to be very responsive and communicative to provide ongoing client coordination and collaboration.

4. POSSIBLE FUTURE/ ADDITIONAL SERVICES

PHASE TWO :: SCM Construction Observation

OLA is prepared to provide on-site construction observation services to layout work, inspect construction progress and quality, and interpret and/or explain the intent of construction drawings during implementation. We can attend meetings at the job site to coordinate with the Contractor and other team members as needed and provide design clarification drawings to further assist in communicating design intent.

5. SUBCONSULTANT COORDINATION

In order to begin developing drawings, OLA, Inc. is anticipating that the Surveyor will be their subconsultant with the intent that they will be able to provide the Team with the following information:

- A. **Accurate Lot Boundary and Topographical Survey** – includes property lines with metes and bounds, easements, building setback lines, existing topography, tree locations, and utilities – CAD format preferable.

6. INFORMATION FURNISHED BY OTHERS

- A. **Geotechnical Data** – The Client shall provide any geotechnical studies necessary to establish earthwork design, soil compaction values and handling, presence of rock and unsuitable soils, and for any pavement cross-section designs

7. ASSUMPTIONS AND EXCLUSIONS

1. OLA, Inc. will request additional services for extensive 3D visualizations of the project beyond initial conceptual drawings.
2. OLA, Inc. assumes no responsibility for guaranteeing the accuracy of surveys or base maps. The cost of surveying is not included in this proposal.
3. OLA, Inc. will be available for additional site visits, meetings, coordination, and other services not included in the scope of this proposal on an as-needed, hourly basis or as otherwise negotiated.
4. This proposal assumes all municipal and state code and environmental regulations will be followed without variance. Special reports and studies or special permitting and the approval process shall be single cycle and non-controversial.
5. Any items not specifically listed in the Scope of Services herein are excluded.
6. These tasks are specifically excluded:
 - a. All engineering work related to infrastructure and utilities, including design and construction of water and gravity sewer service, connections to the proposed water, sanitary sewer mains, cisterns, and plumbing design.
 - b. Offsite design services, traffic studies, and field measurements
 - c. Site lighting and electrical design, and foot candle analysis
 - d. Mechanical, electrical, and/or plumbing design
 - e. Structural design for any retaining walls over 4' ht.
 - f. All work related to platting documents, surveying lots, surveying environmentally restricted areas, etc.
 - g. All work associated with irrigation design for watering of grass and landscaping.
 - h. Pool, water feature, water system analysis, water pressure testing, or spa mechanical and structural design.
 - i. A technical specifications book is not included in this scope as we anticipate including technical information about construction standards, methods, materials, and products in the drawings.
 - j. Stormwater design intent is established as part of OLA drawing set; Any required stormwater calculations, pipe sizing, network, and profiles to be coordinated and clarified via Site Civil Engineer.
7. Any activities or services requested by the Client that are not set forth in this proposal will be negotiated as additional services based upon OLA, Inc. hourly rates
 - a. Scope, deliverables, and fees are subject to change based on factors that may arise during the design, permitting, and construction process.
 - b. OLA, Inc. will document, track and send any changes to the Client in a memorandum.
 - c. Additional service requests must be accepted by the Client prior to the completion of additional work.
8. Any reference to task duration is based on the timely receipt of the required information and approvals from consultants, permitting agencies, and the Client/representative. *(OLA to work with client and team to define "timely" and define scheduling parameters for tasks and deliverables)*
9. Client-directed changes to approved plans, schedule, or scope of work that necessitate additional work is not accounted for in this request. Such additional work may constitute a subsequent Add Services request.

8. DESIGN FEE SCHEDULE

Phase One, as outlined in the scope of services, will be performed at a Lump Sum Fee structure.

Hourly rates are as follows:

PRESIDENT/ FOUNDING PRINCIPAL	\$200.00/hour
PRINCIPAL/LANDSCAPE ARCHITECT	\$170.00/hour
PROJECT MANAGER/ LANDSCAPE ARCHITECT	\$150.00/hour
DESIGN ASSOCIATE I	\$120.00/hour
DESIGN ASSOCIATE II	\$100.00/hour

TASK	SERVICE	FEE TYPE	ESTIMATE
PHASE ONE	SCM SITE AND LANDSCAPE CONTRACT DOCUMENTS	LUMP SUM	\$23,067
SUBCONSULTANT	SURVEYOR (SEE ATTACHMENT B)	LUMP SUM	\$7,000
SUBTOTAL			\$30,067
DONATED IN-KIND MATCH	PHASE ONE - SCM SITE AND LANDSCAPE CONTRACT DOCUMENTS		\$5,767
TOTAL			\$24,300

9. SCHEDULE

OLA will work diligently with Prime Consultant and CLIENT to meet all grant schedule requirements. The anticipated project schedule is dependent on permit agency review time and, assuming typical review time, the design phase is anticipated to be completed by approximately June 30, 2026, or within six months of authorization of the design contract. At that time, the construction bidding will commence.

10. STANDARD TERMS AND CONDITIONS

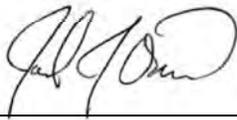
See Attached Standard Client Agreement

II. NOTICE TO PROCEED

We very much appreciate the opportunity to do business with you and look forward to working with you on this project. Should you have any questions, revisions and/or additions regarding this scope of services proposal or the Client Agreement (attached), please do not hesitate to contact me.

THIS AGREEMENT is entered into this 5th day of December 2025 by and between Osgood Landscape Architecture, Inc. (OLA, Inc.) with offices at 1 Haywood St., Suite 467, Asheville, NC 28801 and The Town of Weaverville (CLIENT) with address at 30 S Main St., Weaverville, NC 28787.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties have caused this Agreement to be executed and delivered as of the day and year first above written.



Joel J Osgood, RLA
Osgood Landscape Architecture, Inc.

The Town of Weaverville
(Client) Date

ATTACHMENT B

ASCENSION LAND SURVEYING AND CONSULTING

116 WILLIAMS ROAD
MOCKSVILLE, NC 27028

December 4th, 2025

Attention: Mr. Osgood

SUBJECT: PROPOSAL/LETTER OF AGREEMENT FOR
PROFESSIONAL SERVICES FOR
WEAVERVILLE MAIN STREET NATURE PARK
PARCEL ID: **9742374625**
WEAVERVILLE, NORTH CAROLINA

Dear Mr. Osgood

Ascension Land Surveying and Consulting (ALS) appreciates the opportunity to provide our Proposal/Letter of Agreement for Professional Land Surveying services associated with the above subject project. The proposal is organized into the following sections:

- I. Scope of Services**
- II. Assumptions and Exclusions**
- III. Fees**

I. SCOPE OF SERVICES

A. Overview

The project includes +/- 7.5 acres of Topographic Survey at 1' contours, detail channel surveys (bankfull indicators, toe of slope, top of bank and centerline), detailed existing basin surveys, utility locations based on visible evidence and 811 delineations, locations of trails, bridges, fences, 6"+ trees and any other improvements found during the survey, setting at least two permanent control points (in concrete) and boundary lines and right of way limits. This project will be performed in accordance with the Request for Services provided by BlueEarth.

- Conducted and provided under the responsible charge of Professional Land Surveyor who is legally qualified to practice in North Carolina and is experienced in providing land-surveying as indicated.
- The project will be performed in accordance with North Carolina mapping standards (NCGS 47-30 and 21-56.1600)
- Tied horizontally to the North Carolina State Plane Grid System using NAD 83, US Foot and tied vertically to NAVD 88 and will meet the accuracy tolerances of >0.07'+50ppm and <0.10' vertical for hard surfaces and <0.20' for natural ground
- The files will be provided only with appropriate Quality Assurance/Quality Control performed prior to submission.

B. Scope

1. Topographic Survey

ALS will perform a Topographic Survey at 1' contour intervals and will be in accordance with NCGS 21-56.1600 and will include approximately 600 linear feet of existing creek locations. The data will be collected with a LiDAR sensor with specifications of 300-600 points per square meter at an accuracy of >2 CM.

2. Boundary Survey

ALS will verify and map all pertinent property lines and easements/right of ways and will be within the tolerances of a Class A Survey.

Deliverables

Electronic basemap in AutoCAD with correct layers
2D and 3D linework
Sealed PDF maps (control and topographic)
Horizontal and vertical control descriptions
Any pictures taken during the survey

II. ASSUMPTIONS AND EXCLUSIONS

Easement platting, subdivision platting or any other maps not listed in this proposal.

III. FEES

A. Fees: The fee for the services described above in the I. Scope of Services, B. Scope, will be as follows:

Topographic/Existing conditions survey	\$ 3,500.00
Boundary/Right of way verification	\$ 3,500.00

Total: **\$ 7,000.00**

Receipt of the signed Proposal Acceptance Sheet will constitute our authorization to proceed. If there are any questions pertaining to this agreement, please contact me at your convenience.
We appreciate the opportunity to provide these services and look forward to working with you on this project.

Sincerely,

Ascension Land Surveying and Consulting



Christopher L. Cole, PLS

PROPOSAL ACCEPTED AND TERMS AND CONDITIONS AGREED TO:

- Client:**
- Address:**
- Phone:**
- Signature:**
- Date:**

Interlocal Memorandum of Agreement

Type of Award: <input type="checkbox"/> Sub-Award <input checked="" type="checkbox"/> Purchase of Goods & Service	Contract No: <input checked="" type="checkbox"/> New <input type="checkbox"/> Modification
LOSRC	Community
Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806	Town of Weaverville PO Box 338 30 South Main Street Weaverville, NC 28787
1. EIN: 561024369	Source of Funding: Prime Sponsor: Local Funds Federal Aid Number: CFDA: Federal Provisions Applicable: <i>[if marked, Federal Funds clause is included in compliance with 2 CFR Part 200]</i>
2. UEI: HS8MVFRAYH57	
3. Proposal/Project Title: Weaverville Nature Park Stormwater Project Management	
Congressional Districts: Awardee: NC 11 Awardee Performance Area: NC 11	4. Funding Information/Period of Performance:
	a. Amount Funded this Action: \$15,300
	b. Amount Cost Share: NA
	c. Total Funds: \$15,300
	d. Start Date: 12/1/2025
	e. End Date: 7/31/2027
<i>This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.</i>	
Signature: _____ Finance Officer: Tonya Dozier	Date: _____

LOSRC Principal Contact: Name: Mary Roderick Phone: 828.251.6622 Email: mary@landofsky.org	LOSRC Department Director: Name: Erica Anderson Phone: 828.251.7442 Email: erica@landofsky.org
	LOSRC Financial Officer: Name: Mike Blount Phone: 828.251.6622 Email: mike@landofsky.org
Send Invoice to: Tonya Dozier Finance Officer PO Box 338 Weaverville, NC 28787 tdozier@weaverville.org	Send Payment to: Accounts Receivable Land of Sky Regional Council 339 New Leicester Hwy, Suite 140 Asheville, NC 28806
The undersigned hereby certifies further that: <ul style="list-style-type: none"> ▪ He or she is a duly authorized representative of the Entity named herein; ▪ He or she is authorized to make, and does hereby make, the foregoing certifications on behalf of the Entity; and ▪ He or she understands that any person who knowingly submits a false certification in response to the requirements of G.S. 143-59.1 and -59.2 shall be guilty of a Class I felony 	
<i>Town of Weaverville</i> Signature: _____ Name: David Scott Harris Title: Town Manager Date: _____	<i>Land of Sky Regional Council</i> Signature: _____ Name: Nathan Ramsey Title: Executive Director Date: _____



Interlocal Memorandum of Agreement

December 1, 2025 – July 31, 2027

THIS AGREEMENT, made _____ by and between Land of Sky Regional Council, hereinafter called the "Council", and Town of Weaverville, hereinafter called the "Town".

WITNESSETH:

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

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

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

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

1. Personnel and Scope of Work

That during the period of this Contract, the Council will furnish the necessary trained personnel to the Local Government to perform the tasks outlined in Exhibit A: Scope of Work.

2. Length of Contract

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

3. Compensation and Method of Payment

The Town agrees to reimburse the Council for the agreed upon Project cost upon submission of an invoice with required supporting documentation. All payments shall be made pursuant to authorization in this Agreement and in the resolution or agenda item in which the specific amount for the project was approved.

4. Termination/Modifications

The Council or Town may terminate the contract by giving a thirty-day written notice to the other entity (via email). Furthermore, if there is a need to amend Exhibit A: Scope of Work, either party may do so with the written consent of the other through a formal contract amendment.

5. Assignment of Interests

The Council shall not assign any interest in this Agreement and shall not transfer any interest in the same whether by assignment or substitution, without the prior written consent of the Town or unless specifically contained in the Scope of Services attached hereto.

6. Changes

The Council may request changes in the scope of work or services to be performed hereunder. Such changes, including any increases or decreases in compensation, which are mutually agreed upon by and between the Town and Council, shall be incorporated as written amendments to this Agreement.

7. Records

The Town and Council agree to keep financial records and other applicable records for this project available during the contract period and for five (5) years from the date of payment of the final invoice for inspection and audit by any authorized representatives of the government.

8. Applicable Laws

The Parties agree that this document is to be governed, construed, and enforced in accordance with all of the laws of the State of North Carolina. The Town and Council shall at all times observe and comply with all laws, ordinances, and regulations of the state, federal and local governments which may in any manner affect the performance of this Agreement.

9. Indemnification

To the extent allowed by law, the Council agrees to indemnify, hold harmless and defend the Town as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Council or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

To the extent allowed by law, the Town agrees to indemnify, hold harmless and defend the Council as well as its directors, officers, employees and agents against all claims for personal injury or property damage or both, including reasonable attorney's fees and the cost of defense resulting or alleged to result from any act or omission of the Consultant or its employees or agents in performing or failing to perform any of its obligations under this Agreement.

10. Nondiscrimination Clause

No person in the United States shall on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination with any program or activity funded in whole or in part with funds available under the Housing and Development Act of 1974, Section 109.

11. Age Discrimination Act of 1975, as amended

No qualified person shall on the basis age be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives benefits from federal financial assistance.

12. Section 504, Rehabilitation Act of 1973, as amended

No qualified handicapped person shall, on the basis of handicap be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which receives or benefits from federal financial assistance.

13. E-Verify Provision

Pursuant to G.S. 143-48.5 and G.S. 147-33.95(g), the undersigned hereby certifies that the Council, and the Council's subcontractors, complies with the requirements of Article 2 of Chapter 64 of the NC General Statutes, including the requirement for each employer with more than 25 employees in North Carolina to verify the work authorization of its employees through the federal E-Verify system. E-Verify System Link: www.uscis.gov

14. Attachments

The following attachments are made a part of this agreement by this reference:

- a. Exhibit A: Scope of Work

15. Federal Funds

The Town shall make all necessary inquiries to correctly identify the source of funding for Contract. If the source of funds for Contract is federal funds, the following federal provisions apply pursuant to **2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II** (as applicable), unless a more stringent state or local law or regulation is applicable: Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Exhibit A: Scope of Work

TOWN OF WEAVERVILLE

Technical Assistance – Nature Park Stormwater Project Management

WORK PROGRAM / BUDGET

The following work program and budget are presented as descriptive of the work and dollar amounts called for in the agreement concerning planning activities by the Land of Sky Regional Council for the Town of Weaverville. The product(s) of the activities shall be:

Project Management - \$15,300

Tasks include:

- Assistance with contracting the consultants and contractors (e.g., engineering, design, construction)
- Development and tracking of schedules and milestones
- Review of invoices and budget tracking
- Preparation of reimbursement requests and grant reports
- Additional project management related tasks as needed.

5.0 Results and Conclusions

The results of the stormwater evaluation and the retrofit concept designs for the SCMs are presented in the following sections. An analysis was also conducted to identify opportunities for enhancing visitor experience to provide additional educational opportunities for learning about stormwater management, water quality and ecology.

5.1 Hydrologic and Hydraulic Modeling Results

Hydrologic and hydraulic modeling of the SCMs was conducted using HydroCAD modeling software. The following is a summary of the methodology.

- 1) The Natural Resources Conservation Service (NRCS) curve number (CN) method was used to compute the parking lot runoff for a full range of design storm events.
- 2) Design storm data was obtained for the park location from the National Weather Service (NWS) Precipitation Frequency Data Server (PFDS) for the 1-year to 100-year storms.
- 3) Existing conditions were then modeled with the following characteristics:
 - The incremental depth versus storage volume relationship for each of the SCMs was entered into HydroCAD in 1-ft increments.
 - The hydraulic characteristics of the outflow risers and spillways were modeled.
 - The results for each of the SCMs were computed and summarized for the full range of storm events.

A schematic of the HydroCAD model is shown in Figure 5.1. Green hexagons represent the parking lot drainage areas, orange squares represent pipes and blue triangles represent the SCMs.

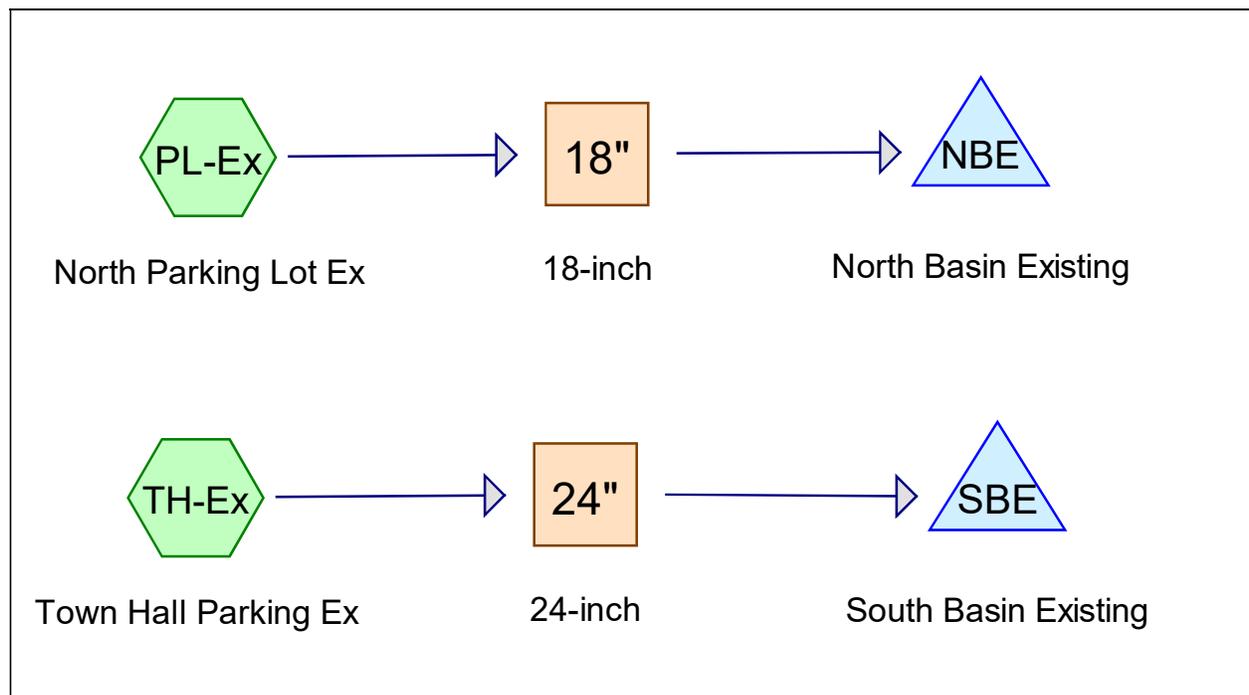


Figure 5.1. HydroCAD model node schematic for existing conditions.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: 2026 Town Council Meeting Schedule
PRESENTER: Mayor Lawrence
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor would like to have some discussion concerning Town Council’s 2026 meeting schedule at tonight’s meeting.

The current version of the Rules of Procedure calls for workshop meetings to be held on the 3rd Tuesday at 6pm and the regular meetings to be held on the 4th Monday at 6pm.

The Mayor proposes that the workshop meeting be held during the 2nd week of the month in order to provide additional time between the two monthly meetings of Council. Other changes that could be discussed include meeting times, whether to keep all Town Council meetings on Mondays (moving the workshop meetings from Tuesday to Monday), and whether to only have one meeting during the months of November and December since the normal meeting schedule is disrupted by the holidays.

As a starting point for the discussion, if the workshop meetings are moved to the 2nd week but kept on Tuesdays, with some adjustments for holidays [items with *], the following schedule of meetings could be adopted for 2026:

Regular Workshop Meeting (2nd Tuesday)	Regular Meeting (4th Monday)
January 13	January 26
February 10	February 23
March 10	March 23
April 14	April 27
May 12	May 18*
June 9	June 22
July 14	July 27
August 11	August 24
September 8	September 28
October 13	October 26
November 10	November 16*
December 8	December 14*

COUNCIL ACTION REQUESTED:

Town Council discussion and possible adoption of a 2026 meeting schedule. Changes to the current schedule will need to be made as an amendment to Rule 9(a) of the Rules of Procedure.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Boards and Committees – Overview and Town Council Assignments
PRESENTER: Mayor Lawrence
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

Tonight’s meeting is a good opportunity to briefly review various boards and committees and secure Town Council representation as needed.

- 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
- Planning Board – Town Council appointed
- Board of Adjustment – Town Council appointed
- ABC Board – Town Council appointed, including chair
- Tree Board – Town Council appointed
- Patriotic Committee – Manager appointed; Town Council liaison?
- WEDAC – Open appointment; citizen engagement committee; Town Council liaison?
- Active Weaverville Steering Committee – Manager appointed
- Recreation Advisory Committee – Currently inactive
- WBA – Town Council liaison?

COUNCIL ACTION REQUESTED:

Town Council appointment of a LOSRC delegate and alternate delegate, and MPO representative is needed.

Discussion and possible action to appoint liaisons to other boards and committees would be appropriate at this meeting or a future meeting.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: December 15, 2025
SUBJECT: Quarterly Report - Public Works & Water
PRESENTER: Public Works Director Reece
ATTACHMENTS: Quarterly Report (September 2025 – November 2025)

DESCRIPTION/SUMMARY OF REQUEST:

Attached please find the quarterly report from the Public Works Department.
No action requested.

TOWN OF WEAVERVILLE PUBLIC WORKS QUARTERLY REPORT

September 2025 - November 2025

WATER MAINTENANCE DIVISION:

	Sep-25	Oct-25	Nov-25	3 month average
Water Leaks Repaired	7	7	3	6
New Water Taps	2	1	2	2
Total Active Water Meters	3,338	3,338	3,410	3362
Water Quality Complaints	0	0	0	0
Meter Re-Read Service Calls	68	56	58	61
General Service Calls	132	114	117	121
Water Door Tags Delivered	0	22	22	15
Water Line Locate Utility Service Calls (811)	529	366	324	406
Reservoir-Pump Station Site Checks	21	25	23	23
Water Line Construction Inspections:	Encore Phase 2 90% Meribel 95%	Encore Phase 2 99% Meribel 95% Greenwood Park 99%	Encore Phase 2 99% Meribel 95% Greenwood Park 99%	

WATER PRODUCTION DIVISION:

(Gallons per month)	Sep-25	Oct-25	Nov-25	3 month average
1A. Raw water pumped from river to Water Treatment Plant	23,674,000	18,057,000	21,811,000	21,180,667
(daily average vs. 1.5 MGD plant capacity)	53%	39%	48%	47%

1B. Raw water used at the WTP	0	0	0	0
1C. Finished water Produced at WTP	21,941,000	16,718,000	20,073,000	21,180,667
2. Water Purchased from Mars Hill	0	0	0	0
A1. TOTAL WATER PRODUCTION (1.C. + 2)	21,941,000	16,718,000	20,073,000	19,577,333
3. Finish Water used at WTP	789,876	601,848	722,628	704,784
A2. TOTAL WATER AVAILABLE FOR SALES	21,151,124	16,116,152	19,350,372	18,872,549
B. TOTAL METERED FOR BILLING	15,714,700	10,654,200	16,015,400	14,128,100
C. Metered, Non-Metered & Non-Billed Use by Town	3,000,000	3,500,000	1,000,000	2,500,000
D. Total Accounted For Water (3 + B + C)	19,504,576	14,756,048	17,738,028	17,332,884
E. TOTAL UNACCOUNTED (A1-D)	2,436,424	1,961,952	2,334,972	2,244,449
F. MONTHLY UNACCOUNTED WATER (E/A1x100)	11.1%	11.7%	11.6%	11.5%

WATER CAPACITY VS PRODUCTION:

(Gallons per day)

	Sep-25	Oct-25	Nov-25	3 month average
Water Plant Design Capacity	1,500,000	1,500,000	1,500,000	1,500,000
Average Daily Production Total Water Production (A1 above) / 30 days in month	731,367	557,267	669,100	652,578
AVERAGE USE RELATIVE TO DESIGN CAPACITY	48.8%	37.2%	44.6%	43.5%
Current Water Commitments for future development	259,387	259,387	259,387	259,387
MONTHLY USAGE & FUTURE USAGE VS 1,500,00 GPD	66.1%	54.4%	61.9%	60.8%

STREETS DIVISION:

	Sep-25	Oct-25	Nov-25	3 month average
Street/Sidewalk/Drainage /Sign Repairs Completed	0	2	0	1
Roads paved	2	3	0	2

GROUNDS MAINTENANCE DIVISION:

	Sep-25	Oct-25	Nov-25	3 month average
Special Projects/Repairs Completed	1	2	0	1

STORMWATER MANAGEMENT DIVISION:

	Sep-25	Oct-25	Nov-25	3 month average
Storm drain pipes/structures cleaned or replaced	28	500 ft	0	#VALUE!
Miles of curbs and streets sweeping	0	50 miles	0	#VALUE!

SANITATION DIVISION:

	Sep-25	Oct-25	Nov-25	3 month average
Residential Collection Points	2266	2268	2269	2268
Monthly Residential Collections (4/month)	9064	9072	9076	9071
Business Pick Ups	80	80	80	80
Business Pick Ups (4/month)	320	320	0	213
Residential Set-Outs	116	120	123	120
Residential Set-Outs (4/month)	464	480	0	315

TOTAL points picked up per month	9848	9872	9888	9869
Total Tons to Landfill	131.89	122.84	128.4	127.71
Average Pounds Per Collection Point (per week)	26.8	24.9	26.0	25.9
Cubic Yards - Yard Debris	208.4	288	180	225.5
Cubic Yards - Brush Chipped (Sept), Veg. Debris collected (Oct - Nov)	182	220	156	186
Cubic Yards - Leaf Collection	0	196	714	303

MISC

1. All streets paved with the exception of Water Leaf Drive
2. Water wheel set in place. Waiting on Duke Power to set pole to run water pipe.
3. As of December 1, all water resevoirs have been inspected.
4. Backflow: Hydrocorp, will begin inspections Dec 15th on all commercial, industrial and residential backflows.

Challenges:

Water Production Division is having some difficulties with routine maintenance due to increase in locates for new

TOWN OF WEAVERVILLE - PUBLIC WORKS DEPARTMENT - WATER COMMITMENTS

Prepared by: **Angela Reece, Public Works Director**

REVISED 12-09-2025

Water Line Status (commitment expiration date)	Project Name	Address	Description	Number of Units	Gallons per Connection (GPD)	Projected Demand standards (or Engineer) (GPD)	Estimated Demand at 100 GPD/apt and 100 GPD/home
1) Construction	Greenwood Park	Union Chapel Road	73 homes	73	400	29,200	7,300
2) Construction	16-18-20 Garrison	Garrison Branch Road	3 commercial buildings	1	14824	14,824	3,706
3) Construction	Monticello Family Apts (Meribel)	171 Monticello Road	7 buildings + clubhouse	156	108@300 + 60@400	56,600	14,150
4) Construction	Encore at 480 Reems Creek	480 Reems Creek Road	139 townhouses + clubhouse	139	400	55,600	13,900
5) Permitting (01/09/2026)	Windsor Build	300 Hamburg Mtn Road	35 homes	35	400	14,000	3,500
6) Permitting-Revision (01/23/26)	6 Pleasant Grove (Fox)	6 Pleasant Grove Road	50 townhouses	51	400	21,000	5,250
7) Pending (01/09/2026)	Northridge Farms	Northridge Commons Parkway	568 homes, condos, apts	568	400	227,200	56,800
8) Pending (01/09/2026)	Cole Road Apartments	75 Cole Road	220 apartments	220	400	67,000	16,750
9) Pending (1/9/2026)	4 Doan Road Subdivision	4 Doan Road	10 homes	10	400	4,000	1,000
10) Pending (12/10/2025)	Advent Hospital	US 25/70 and Ollie Weaver Road	Hospital + 2 MOB + ASC	4	varies	63,500	63,500
11) Not Approved yet	Parker Cove Subdivision	21 Parker Cove Road	27 homes + detached garages	27	400	10,800	2,700
12) Not Approved yet	10 Silverwood Farm	10 Silverwood Farm	17 apt bldgs + 180 sf + daycare	588	400	118,470	29,618
13) Not Approved yet	Christian Brothers Automotive		1 commercial building	1		5,000	5,000
			Subtotal Current Projects			687,194	223,174
on-going	Existing meter sets w/o meters			149	250	37,250	9,313
on-going	Projected inside-town vacant land development per zoning (rev 8/27/2020)			246	400	98,400	24,600
on-going	Projected Outside-town-limit individual residential units			23	400	9,200	2,300
			12) Subtotal On-going Projections			144,850	36,213
			Total Outstanding Commitments			832,044	259,387

SUMMARY OF PROJECTED WATER DEMANDS (GPD)							
	Total Accounted-For Water (daily average)	Outstanding Commitments	Mars Hill agreement for emergency water (see note 3 below)	Current usage and commitment	WTP Capacity and permitted withdrawal	Current % of WTP used or committed	Notes
	Sept. 2025 - Nov. 2026	Sept. 2025 - Nov. 2026	(approved Nov. 15, 2022)				
Projected Demand (NCDEQ Standards GPD)	577,673	832,044	0	1,409,717	1,500,000	93.98%	see note 1 below
Estimated Demand	577,673	259,387	0	837,060	1,500,000	55.80%	see note 2 below
Note 1. Chart uses only Sep - Nov usage data and NCDEQ projected flow for future commitments. Note 2. Chart uses only Sep - Nov usage data with estimated actual demand for future commitments. Note 3. Projections do not include any future domestic flow to the Town of Mars Hill (estimated 200,000 GPD).							