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9. Adjournment		Mayor Lawrence

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



Town Council Workshop - Meeting Minutes for April 13, 2026

The Town Council regularly scheduled workshop was held on Monday, April 13, 2026, at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. CALL TO ORDER

Mayor Gary D. Lawrence called the meeting to order at 6:00 p.m.

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

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

Councilmember Nagle presented the Town with a picture frame of A-B Emblem logos supplied to NASA. These locally crafted emblem patches have travelled around the Moon on Artemus II. A-B Emblem Weaverville has been officially manufacturing the NASA logo patches since 1963.

Councilmember Young cited N. C. General Statutes 143-318.10 and 160A-72, regarding meeting minutes.

2. Presentation of Town Manager's Proposed FY2026-2027 Budget and Budget Message

Manager Harris provided the Town Manager's Budget Message and proposed Fiscal Year 2026-2027 annual budget including detailed departmental information, beginning with revenue neutral calculations based on the Buncombe County reappraised property values.

He reviewed the recommended list of strategies to balance the budget, the unknowns and estimates used for the proposed budget, including a discussion about the countywide fire tax, which is still unknown. He spoke about service delivery expectations and the importance of recruitment and retention. The proposed budget was reviewed including the highlights of each department's budget.

Proposed budgets:

- General Fund = \$10,828,272
- Fire Fund = \$4,855,923
- Water Fund = \$4,183,265
- Total Combined = \$19,867,460

The proposed budget is balanced using a property tax rate of \$0.31 per \$100 of assessed value, which is a proposed tax rate increase of \$0.04 over the revenue neutral tax rate of \$0.27, and a cautious usage of approximately \$1.25M of fund balance, both of which are explained in more detail in the General Fund section.

In keeping with the water rate study adopted in FY24, a water rate increase of 5% is included. The unrestricted funds in the Water Fund are expected to be used for the large capital. Funding of approximately \$560,000 from these unrestricted funds is proposed.

The Manager's recommendation included a 3% cost of living increase (COLA) so all employees will receive some increase in their salaries. Healthcare insurance rates increased by approximately 8%, a moderate increase to ensure that the Town's employees have access to healthcare, a critical benefit to remain a competitive employer.

Questions regarding revenue neutral, current tax rate, proposed calculations for the tax base, property tax revenue, funds and fund operations, target fund balance of 40%, earned interest and speculating balancing the budget, capital investments and purchases, and State local government commission regulations were reviewed by Finance Director Dozier.

Further discussion regarding Council member 'wish list' costs, project developments coming on-line and speculation regarding the market and reductions in housing projects, expected tax revenues, and company closures such as Thermo Fisher, estimates which are not included in the budget forecasts for this year but will be included for the next fiscal year. The Water Plant Expansion project, interest rates, borrowing and debt service, prior year's tax rate increases, and expenses, deferred maintenance, cost of living and employee merit pay was discussed.

Finance Director Dozier will follow up with the tiered tax proposal rates, to include the Town Council and Staff's wish lists. Manager Harris reviewed next steps and meeting dates and budget calendar.

3. **Resolution Opposing State-Imposed Limits on Local Property Tax Authority**

Assistant Manager Jackson reviewed a proposed resolution in response to expected legislation that will seek to limit local government property tax authority.

Councilmember Nagle stated he is in favor of no property taxes only user taxes so his vote is no on the proposed resolution. Councilmember McGuire asked for some revision to some of the language in the resolution, but could support the resolution with the proposed revision.

Motion to approve the Resolution Opposing State-imposed Limits on Local Property Tax Authority with the revisions requested by Councilmember McGuire.

[2026-4-13 Resolution Opposing State-Imposed Limits on Property Tax Authority.pdf](#) 

Moved by: Peter McGuire

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

Nay: Andrew Nagle

Carried. 6-1

4. **Action to Set Public Hearing on Proposed FY2026-2027 Budget**

There was a brief discussion on scheduling conflicts and calendar dates to set the public hearing.

Motion to set a public hearing on the proposed FY2026-2027 Annual Budget for Monday, May 18, 2026, at 6:00 p.m. to be held in the Community Room/Council Chambers at Town Hall, 30 South Main Street Weaverville.

Moved by: Jennifer Young

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

Carried unanimously. 7-0

5. **Town Council Questions, Discussion, and Input**

Manager Harris stated Council can follow-up with submitting questions additional wish lists, questions regarding revenue neutral, current tax rate, proposed calculations for the tax base, and property tax revenue comments to the Manager's Office.

6. Public Input on FY: 2026-27 Annual Budget

Darla Letourneau, a Weaverville resident requested that staff use the email list for engaging public input on the budget and property tax issue.

Jeff McKenna, a Weaverville resident suggested additional budget discussions to involved citizens regarding Weaverville's annual budget and for Buncombe County tax revenue concerns.

No one else elected to address the topic.

7. Operating Guidelines for High Quality Governance

Mayor Lawrence reviewed his suggested Operating Guidelines for High Quality Governance and requested its approval. By unanimous consensus evidenced by signatures, Town Council approved these guidelines.

8. WEDAC Update on Balcrank

Councilmember Barnett provided an update on the status of the pickleball court complex. Due to the lack of sports facilities in the town, resident participation has increased and they wish to increase the funding request. He explained the retro fit plans for the facility and tournament schedule and expected area impacts to tourism.

Mr. Barnett said WEDAC believes revenue from memberships will be sustain the complex, therefore the Explore Asheville grant request should be for 5 Million, at last meeting the resolution authorized 3 Million. There was general consensus to amend the resolution giving authority to eliminate the monetary cap.

Motion to amend the previously adopted resolution in support of and authorizing an application for a LIFT grant through Explore Asheville for an outdoor pickleball center if necessary to remove any financial cap.

Moved by: Jennifer Young

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

Carried unanimously. 7-0

9. Adjournment

There being no further business and without objection, motion to adjourn the meeting at 7:45 p.m.

Moved by: John Chase

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

Carried unanimously. 7-0

Mayor

Town Clerk



Town Council Regular Meeting Minutes for April 27, 2026

The Town Council regularly scheduled meeting was held on Monday, April 27, 2026 at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Call to Order

Mayor Gary D. Lawrence called the meeting to order at 6:00 p.m.

Town Council Present: Gary D. Lawrence, John Chase, Peter McGuire, Jennifer Young, Phil Barnett, Mark Endries.

Absent: Andrew Nagle.

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

2. Approval/Adjustments to the Agenda

Councilmember Barnett requested to remove the MSD appointment from the consent agenda.

Motion to approve the agenda with the removal of the MSD appointment from consent agenda.

Moved by: Jennifer Young

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

Carried Unanimously. 6-0

3. Public Hearing- Updated Comprehensive Land Use Plan

Mayor Lawrence reviewed the public hearing procedure and opened the public hearing for the proposed updated Comprehensive Land Use Plan.

Planning Director Eller reviewed the Comprehensive Land Use Plan process and updates thus far, and pointed out page 5, updated adoption date, and recent growth area map attachment C which is included in the record of the proceedings.

In response to Councilmember Barnett's request to enlarge the legend and maps, it was noted that would be addressed and revised for publication.

Darla Letourneau [Note: Ms. Letourneau's email addressing the CLUP update was also provided to Town Council], a Weaverville resident, complimented the reporting and staff research included in the Comprehensive Land Use Plan and she commented on the tools addressing growth pressures and suggested utilizing this progress in the Comprehensive Land Use Plan. Ms. Letourneau was concerned with

increased growth, funding town services, zoning, walkability, and lack of access to connectivity, and implementing the Active Weaverville Plan into an actionable timeline.

All public comments submitted on-line were provided to the Town Council as follows:

Dominic Lopez provided comments regarding land use, natural resources, transportation, speed limits and expanding multimodal options, community facilities and was in support of infrastructure policy to protect floodplains, streambank stabilization, stormwater upgrades, slopeside requirements, and improved emergency access in hillside communities.

Jasmin Welter addressed trail construction urgency, multi-use connectivity to the Blue Ridge Parkway, Hamburg Mountain Road improvements, regional network integration, and inclusion of the Reems Creek Greenway in the Comprehensive Land Use Plan. She further provided comments in favor of a comprehensive indoor facility and aquatic fitness center, and was concerned with town buildings and backup power, and land use.

No one else elected to speak, and Mayor Lawrence closed the public hearing.

4. Public Hearing- Code Amendment to Chapter 20- Crypto-Mining/ Data Centers

Mayor Lawrence opened the public hearing for the proposed Code Amendment to Chapter 20- Crypto-Mining/ Data Centers

Darla Letourneau, a Weaverville citizen stated she was concerned with electricity usage and higher bills, sound and noise abatement, cooling drones, and crypto mining and/or data centers impacts to hospital growth.

Public comment submitted on-line was provided to the Town Council as follows-

Rebecca Withrow provided comments stating an opposition to crypto mining and data centers.

No one else elected to speak, and Mayor Lawrence closed the public hearing.

5. Fire Chief Ray Canafax Pinning Ceremony

Town Manager Harris welcomed Weaverville's new Fire Chief Ray Canafax. The Canafax family proceeded to pin Chief Canafax's uniform and he thanked the community for welcoming him to Weaverville.

6. Conflict of Interests Statement

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

7. Consent Agenda

Town Manager Harris reviewed as the consent agenda items.

Motion to approve the consent agenda as presented.

Moved by: John Chase

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

Carried unanimously. 6-0

- A. February 9, 2026 Town Council Workshop Minutes (Joint Meeting with Planning Board) - *approved as presented*

- B. February 23, 2026, Town Council Regular Meeting Minutes- *approved as presented*
- C. March 9, 2026, Town Council Workshop Minutes- *approved as presented*
- D. March 23, 2026 Town Council Meeting Minutes- *approved as presented*
- E. Monthly Tax Report, Refunds/Releases- *approved as presented*
- F. Police Department Budget Amendment - *approved as presented*
- G. [MSD appointment removed] Tree Board Appointment/Re-Appointments- *approved as presented*
- H. Annual Report on Town Manager Delegated Policies- *approved as presented*
- I. Reimbursement Resolution – Vehicle, Equipment, Fire Apparatus- *approved as presented*
- J. National Public Works Week Proclamation- *approved as presented*
- K. Dry Ridge Museum Quarterly Report- *approved as presented*

8. Town Manager's Report

Town Manager Harris reviewed the following projects, events, and reported updates:

- Relief from Satellite Annexation Cap
- Dry Ridge Historical Museum – Historic Main Street Tour
- County Approval of Apartment Complex for 10 Silverwood Farms Road
- Advent Health updates and Community Center Meeting May 18th
- Handicapped Parking Spaces on Main Street
- Town Manager Speaking Events schedule
- Dedication of Butterfly
- Main Street Nature Park – Summer Music Series
- LIFT Grant Application for Outdoor Pickleball Center
- Countywide Fire Tax District
- Arbor Day Program and Tree Planting at Lake Louise
- Lake Louise Paving Improvements update
- Upcoming Town Meetings and Events schedule

There was brief discussion regarding a live cut tree or an electrically lit holiday tree, tree location options, and coordinating with Reems Creek Nursery for planting a tree at Lake Louise and/or downtown. *Mayor Lawrence stated they will postpone action regarding the Clock Lot holiday tree display downtown until costs are provided.*

Motion to authorize the Public Works Director to coordinate with Reems Creek Nursery on the selection and location of a donated tree from Reems Creek Nursery for planting at Louise Lake Park and to report back to Town Council.

Moved by: John Chase

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

Carried unanimously. 6-0

9. Public Comment

Mayor Lawrence opened the public comments portion of the agenda and reviewed procedures.

Elizabeth Nagle, a Weaverville resident was in favor of preserving the Coleman pedestrian bridge and she provided the history of the bridge and historic value with regard to the local trolley line. She was in support

of improving the monument suggesting a fundraiser, as a State-owned bridge, the private landowners are not allowed to preserve, repair or remove the bridge for relocation.

Judy Craggs, a Weaverville resident and Dry Ridge Museum Director provided a report on the past year's programs and events and the upcoming events in celebration of the United States 250-year anniversary. Ms. Craggs addressed the difficulty in repairing the bridge over the years. She pointed out that the bridge in its current condition was replaced in the 1950s to replicate the original structure and she was in favor of preserving the monument as a link to the trolley and suggested the town plan a commemoration as a monument.

Louise Root, a Weaverville resident addressed upcoming events and invited citizens to tour the Dry Ridge Museum noting the new exhibits.

On-line comments received and provided to the Town Council:

Dan Olson addressed urban sprawl, housing developments and the Ivy River water shed and was concerned with water capacity and environmental impacts.

Mike Lightcap was opposed to traffic congestion and concerned with downtown parking.

Catherine Frederick was opposed to spending money on the elevated walkway near Reems Creek.

Alexa Layton addressed a park that is not located in the incorporated limits of Weaverville, Karpen Field.

Steven Goldstein was concerned with the shooting range noise from the Weaverville Police Department and safety in his neighborhood.

Avril Fabian was opposed to repairs to the Merrimon pedestrian bridge.

Kathleen Weigl was opposed to funding repairs to the pedestrian bridge and was in favor of a historic sign.

10. Discussion & Action Items

A. Coleman Pedestrian Bridge Update and Decision

The NCDOT maintained pedestrian bridge is scheduled for immediate removal due to hazard assessments by the District Engineer's deputy.

Councilmember Barnett addressed the Town's historical asset, the Coleman bridge, the easements and ownership complications, he suggested Town Council could authorize fundraising to salvage the artifact. Mr. Barnett said that WEDAC could address the \$37,000 estimate in fundraising to refurbish bridge. The Town could request delaying removal for another month from NCDOT.

Discussion regarding costs, liability risks and safety, delayed removal, preserving or salvaging the structure, historic preservation of the Reems Creek Mill wheel, fundraising, bridge materials and lead paint concerns. Councilmember McGuire supports repairing the bridge but was not in favor of the Town taking ownership due to the liability issues. He is in favor of WEDAC or the Dry Ridge Museum to raise money not using taxpayer funds.

Judy Craggs stated that no pieces of the structure are original as it was rebuilt in the 1950s. The original structure was from 1902 for purposes of the adjacent property owners to cross over the trolley lines.

Chuck Thorton, a Weaverville resident addressed ownership, costs, the Attorney General's office and engineer's report, traffic control, and costs to remove the materials.

Attorney Frue stated that the NCDOT engineers report stated they cannot transfer the materials to private ownership.

Jeff McKenna, a Weaverville resident said it worth preserving even if it is a copy of the original bridge as it is a historical marker or monument. He was in favor of a fund raiser.

Motion not to accept transfer of ownership, repair, or liability of Coleman pedestrian bridge traversing Merrimon Avenue.

Moved by: Peter McGuire

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

Carried unanimously. 6-0

B. Weaverville Watershed Property – Emergency Access/Fuel Load Reduction

Councilmember Endries reviewed the Weaverville Watershed Property noting that more than 175 acres of the 300-acre Eller Cove Road watershed has significant tree blowdown from the Hurricane Helene and this has resulted in a lack of emergency accessibility and increased fuel load. He has been working in partnership with EcoForesters and believes that the Town may be able to enter into a cost-neutral salvage harvest agreement that meets the requirements of the North Carolina Land and Water Fund.

Mr. Endries explained the removal process and the limited timeline for marketability of trees, and the conservation easement that is in place that will limit the logging activity. The NC Forest Service recommends removal of the fuel loads to address wildfire outbreak, it would not be possible to use a fuel fire line to control the wildfire for clearing the logging roads.

Motion to approve and authorize the Town Manager to enter into a cost-neutral salvage harvest agreement that meets the requirements of North Carolina Land and Water Fund.

Moved by: Phil Barnett

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

Carried unanimously. 6-0

C. LOSRC Recommended Resolution Regarding HCA/Mission Health

Councilmember Young discussed a recently adopted Land of Sky Regional Council Resolution that requests HCA CEO Sam Hazen to come to Western North Carolina and engage with community stakeholders and local officials to address improvements their services.

She also reviewed Mission Health in Buncombe County and its five satellite hospitals providing health services to the community. She stated that they provide essential services to the community so there is a need to work with the stakeholders and with HCA to help correct issues in the facility and later we can address the hospital monopoly situation in our region.

She recommended the approval of the proposed resolution that adds Weaverville to the list of jurisdictions that are asking for HCA CEO Sam Hazen to speak with stakeholders.

Motion to approve the resolution asking HCA CEO Sam Hazen to engage directly with the stakeholders in Western North Carolina.

[2026-4-27 Resolution Requesting HCA Sam Hazen.pdf](#) 

Moved by: John Chase

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

Carried unanimously. 6-0

D. FY2026-2027 Budget – Town Council Discussion, Direction, & Public Input

Manager Harris provided Council with the outside agency funding requests that he had received from the Weaverville Business Association, Senior Meals Program, and The Local Collective. He reviewed revenues and fund balance, balance reduction consideration, taxes, possible tax rates, staffing position requests by department.

There was general consensus to continue to support the Senior Dining and Wellness Program and to fund the request for \$6,000 annually.

Discussion regarding the WBA funding request addressed concerns about costs of multiple WBA events. It was noted by Councilmember Young that the Town provides Public Works, Police and Fire Department services, as well as marketing, for all of these WBA events without cost to the WBA. There was concern about the funding of a WBA position that the Town would not have any control over and it was noted that the WBA wanted to continue to hire and control their employee. Event security, access points, rules and regulations, manpower fatigue, traffic flow monitoring, footprint, and possible road closure fines from NCDOT, and parking violations were all noted as problems of concern for Town Council. Council members did understand that the WBA is having a hard time retaining a part-time position that does not provide benefits.

Manager Harris reviewed the positions that he proposes to add in the new year, including the parttime position in Finance, the fulltime Human Resources position, a fulltime Public Works stormwater position that is funding for half a year, 2 police officers, and one Water Treatment Plant Operator. There was general consensus to approve the Public Works stormwater maintenance position for a full year and to allow advertisement of these positions before July 1.

E. Updated Comprehensive Land Use Plan – Possible Adoption

Director Eller noted that the Planning Board reviewed the new version of the CLUP on March 2, 2026, and recommends Town Council consider its adoption. The public hearing was duly advertised and took place at tonight's meeting and therefore meets General Statutes compliance for adoption.

In response to Councilmember Endries question regarding public input, Assistant Manager Jackson noted that the Town Council has an annual review of the CLUP plan priority goals which may incorporate public comments into the document at that time and may include revisions into the action plan.

Motion to adopt the updated Comprehensive Land Use Plan for the Town of Weaverville as presented and with map revisions.

[2027-4-27 Resolution Adopting Updated Comprehensive Land Use Plan.pdf](#) 

Moved by: Peter McGuire

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

Carried unanimously. 6-0

F. Code Amendment – Ch. 20 – Crypto-Mining/Data Centers

Director Eller reviewed the proposed code amendment to Chapter 20 that changed the definition of noxious uses to include crypto mining and data centers. The public hearing was duly advertised and took place at tonight's meeting and therefore meets General Statutes compliance for adoption.

There was discussion of industrial zoning districts, conditional district, and downzoning. Councilmember McGuire suggested adding the verbiage for crypto currency.

Motion to adopt the Ordinance Amending the Weaverville Town Code Chapter 20 Concerning Crypto Mining and Data Centers with “crypto currency” added into Code Sections 20-1202.

[2026-4-27 Ordinance Amending Code - Chapter 20 - Crypto Mining and Data Centers.pdf](#) 

Moved by: Jennifer Young

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

Carried unanimously. 6-0

G. Quarterly Report – Planning

Planning Director Eller reviewed the Planning Department report reflective of permits issued in January, February and March of 2026. He noted the actions of the Planning Board and Board of Adjustment activity during the same period.

An appeal of the zoning permit administrative decision was denied by the Board of Adjustment.

H. Quarterly Report – Community Center

Community Center Manager DeSerio provided the quarterly report for private rental revenues, community programming, classes, music events and storytelling, outdoor activities, and update regarding the pickleball clinic.

I. Quarterly Report – Finance

Finance Director Dozier reviewed the financial report with summaries of revenues and expenditures as of March 31st, capital project funds such as Water Treatment Plant Expansion Project, Water System Resiliency, and the Helene Disaster Recovery Response wrap-up.

11. Adjournment

There being no further business and without objection, Mayor Lawrence adjourned the meeting at 8:22 p.m.

Town Clerk

Mayor

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 18, 2026
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for April 2026
RMV Refund/Release Report for April 2026

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of April 2026 and a request for tax releases/refunds.

A summary of the monthly tax report is provided and shows that **99.69% of the Town's property taxes have been collected as of the end of April.** This totals \$4,837,248.93 out of the \$4,852,214.71 total tax levy (real property, personal property, and business personal property). At the end of April 2026 there was **\$14,965.78 left to collect** of the 2025 property taxes.

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

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

April 2026	Property Tax Levy Release/Refund	\$11.80
April 2026	Motor Vehicle Levy Release/Refund	\$166.89

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 April 2026:

Original Billed Amts	\$	4,840,812
Abs Adj (Adjustments by Assessor)	\$	(4,749)
Bill Releases	\$	(32)
Discovery Levy	\$	7,674
Additional Levy	\$	8,510
Net Levy	\$	4,852,215
Total Current Year Collections	\$	4,837,249
% Collected		99.69%
Total Left to be Collected:	\$	14,966
Prior Years Tax Paid	\$	3,244
Prior Years Interest Paid	\$	299

TR-401G Net Collections Report

Report Parameters:

Date Sent to Finance Start: **Min - April 1, 2026** Date Sent to Finance End: **Max - April 30,** Abstract Type: **BUS,IND,PUB,REI,RMV**
 Tax District: **WEAVERVILLE**

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

Tax Year: **2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018,** Year For: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017,** Collapse
2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, **2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008,** Districts: **Y**
2008, 2007, 2006, 2005, 2004 **2007, 2006, 2005, 2004, 2003**

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

Fiscal Year Activity from July 1, 20XX to April 30, 2026												Activity from April 1, 2026 to April 30, 2026			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	Unpaid Balance (\$)	% Coll.	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)		
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)							Assessor Refunds (\$)	Additional Levy (\$)		
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest															
2025	0.00	0.00	0.00	0.00	0.00	6,150.00	0.00	0.00	0.00	\$ 539.95	0.00	0.00	0.00		
2024	0.00	0.00	6,150.00	0.00	0.00	NA	NA	0.00	0.00	\$ 6.39	0.00	0.00	0.00		
2023	0.00	0.00	4,968.90	0.00	0.00	NA	NA	0.00	0.00	\$ 17.89	0.00	0.00	0.00		
2022	0.00	0.00	6,632.39	0.00	0.00	NA	NA	0.00	0.00	\$ 12.24	0.00	0.00	0.00		
2021	0.00	0.00	4,939.48	0.00	0.00	NA	NA	0.00	0.00	\$ -	0.00	0.00	0.00		
2020	0.00	0.00	5,087.99	0.00	0.00	NA	NA	0.00	0.00	\$ -	0.00	0.00	0.00		
2019	0.00	0.00	11,905.62	0.00	0.00	NA	NA	0.00	0.00	\$ -	0.00	0.00	0.00		
			6,000.40	0.00	0.00	NA	NA	0.00	0.00	\$ -	0.00	0.00	0.00		
			6,000.40	0.00	0.00	NA	NA	0.00	0.00	\$ -	0.00	0.00	0.00		

2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2014	0.00	0.00	0.00	0.00	0.00	47.72	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2013	0.00	0.00	0.00	0.00	0.00	1,036.01	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	\$	-	0.00	0.00	0.00
						NA	NA	NA					
Sub.	0.00	0.00	0.00	0.00	0.00	48,032.42	0.00	0.00	\$	576.47	0.00	0.00	0.00
						NA	NA	NA					
TAX DISTRICT: WEAVERVILLE LEVY TYPE: LATE LIST PENALTY													
2025	2,480.49	36.66	0.15	359.78	2,808.23	2,735.17	73.06	45.62	\$	0.00	0.00	0.00	0.00
						97.40 %	2.60 %						
2024	2,330.93	1.55	0.36	215.40	2,544.42	2,499.94	44.48	4.06	\$	0.00	0.00	0.00	0.00
						98.25 %	1.75 %						
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,180.87	35.28	4.72	\$	0.00	0.00	0.00	0.00
						99.62 %	0.38 %						
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,270.73	12.80	3.56	\$	0.00	0.00	0.00	0.00
						99.61 %	0.39 %						
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	21.83	-	\$	0.00	0.00	0.00	0.00
						99.51 %	0.49 %						
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	7,032.49	15.10	-	\$	0.00	0.00	0.00	0.00
						99.79 %	0.21 %						
Sub.	19,054.44	642.53	3.17	10,588.16	29,313.84	29,111.29	202.55	57.96	\$	0.00	0.00	0.00	0.00
						99.31 %	0.69 %						
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX													
2026	0.00	0.00	11.80	2,773.32	2,761.52	0.00	2,761.52	-	\$	0.00	11.80	2,773.32	0.00
						0 %	100 %						

2025	4,840,811.56	4,748.78	31.61	7,673.58	4,852,214.71	4,837,248.93	14,965.78	\$	13,397.30	0.00	0.00	0.00
		-4,833.67	4,832,415.26	8,509.96	0.00	99.69 %	0.31 %				0.00	0.00
2024	4,297,291.04	3,866.28	47.56	5,304.73	4,301,678.98	4,299,192.35	2,486.63	\$	44.18	0.00	0.00	0.00
		437.67	4,299,630.02	2,997.05	0.00	99.94 %	0.06 %				0.00	0.00
2023	4,196,765.41	2,963.48	60.16	8,428.28	4,204,328.91	4,202,822.87	1,506.04	\$	79.67	0.00	0.00	0.00
		0.00	4,202,822.87	2,148.86	0.00	99.96 %	0.04 %				0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,384.71	1,125.27	\$	35.61	0.00	0.00	0.00
		735.06	3,990,119.77	0.00	0.00	99.97 %	0.03 %				0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,480.86	2,926.85	\$	-	0.00	0.00	0.00
		726.57	3,726,207.43	2,934.84	0.00	99.92 %	0.08 %				0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,650.56	3,373,041.19	3,372,017.69	1,023.50	\$	-	0.00	0.00	0.00
		2,156.28	3,374,173.97	2,726.76	0.00	99.97 %	0.03 %				0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	\$	-	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %				0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	\$	-	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %				0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	\$	-	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %				0.00	0.00
Sub.	24,534,351.74	25,864.09	3,423.95	66,903.16	24,591,284.33	24,564,488.74	26,795.59	\$	13,556.76	0.00	11.80	2,773.32
		-778.09	24,563,710.65	19,317.47	0.00	99.89 %	0.11 %				0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX												
2019	49,954.82	0.00	193.07	0.00	49,761.75	46,267.22	3,494.53	\$	-	0.00	0.00	0.00
		0.00	46,267.22	0.00	0.00	92.98 %	7.02 %				0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	\$	-	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %				0.00	0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	\$	-	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %				0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	\$	-	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %				0.00	0.00
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	\$	-	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %				0.00	0.00
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	2,047.01	\$	-	0.00	0.00	0.00
		0.00	72.85	0.00	0.00	3.44 %	96.56 %				0.00	0.00
2013	570.35	0.00	0.00	0.00	570.35	15.57	554.78	\$	-	0.00	0.00	0.00
		0.00	15.57	0.00	0.00	2.73 %	97.27 %				0.00	0.00
2012	316.30	0.00	111.58	0.00	204.72	204.72	0.00	\$	-	0.00	0.00	0.00

		0.00	204.72	0.00	0.00	0.00	100 %	0 %										
Sub.	55,735.14	0.00	891.76	0.00	54,843.38	47,948.17	87.43 %	6,895.21	\$	-	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
		0.00	47,948.17	0.00	0.00	87.43 %	12.57 %	12.57 %										
Total	24,609,141.32	26,506.62	4,318.88	77,491.32	24,675,441.55	24,689,580.62	99.86 %	33,893.35	\$14,191.19	0.00	0.00	11.80	2,773.32	0.00	0.00	0.00	0.00	0.00
		-771.38	24,688,809.24	19,634.41	0.00	99.86 %	0.14 %	0.14 %										

Signature (Tax Collector) _____

District Refunds FY2026 July 2025 through June 2026

NCVTS Pending refund report Fiscal Year 2026

Apr-26		
Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$5,888.41)
CAS	CITY	(\$1,690.33)
CBM	CITY	(\$321.88)
CWV	CITY	(\$166.89)
CWO	CITY	(\$128.22)
FEC	FIRE	(\$82.77)
FFA	FIRE	(\$68.57)
FGC	FIRE	(\$38.92)
FJU	FIRE	(\$13.55)
FLE	FIRE	(\$91.35)
FNB	FIRE	(\$54.98)
FRC	FIRE	(\$112.00)
FRE	FIRE	(\$36.27)
FRI	FIRE	(\$8.30)
FSK	FIRE	(\$69.21)
FSW	FIRE	(\$34.54)
FWB	FIRE	(\$63.43)
FWO	FIRE	(\$41.15)
IAD	SPECIAL	(\$16.45)
SAS	SPECIAL	(\$363.18)
Total		(\$9,290.40)

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 18, 2026
Subject: Budget Amendment – Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education and Law Enforcement activities. For the quarter ending 3/31/2026 the Town received **\$2,415.00** for Alcohol Education and **\$1,725.00** for Law Enforcement.

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>
010-430-431-26400	Police - Alcohol Ed & Prevention	\$2,415.00
010-430-431-26450	Police - ABC Law Enforcement	\$1,725.00

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>
010-004-300-06045	ABC Store - Alcohol Education	\$2,415.00
010-004-300-06050	ABC Store - Police Dept Revenue	\$1,725.00

Justification: Please provide a brief justification for this budget amendment. *ABC Store distribution for Q3 FY 2026*

_____	_____
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: May 18, 2026

SUBJECT: Road Closure and Social District Ordinances – WBA’s Music on Main Event on 6/13/2026

PRESENTER: Town Manager Harris

ATTACHMENTS: Event Information; Road Closure Ordinance with Event Map; Social District Ordinance with Management Plan

TOWN COUNCIL ACTION REQUESTED:

Town Council action to adopt the road closure ordinance and the social district ordinance for the WBA’s Music on Main planned for June 14, 2026, as presented.

Suggested motion:

Motion to adopt the Road Closure Ordinance and the Ordinance Creating an Event-Specific Social District for the WBA Music on Main Event to be held on June 13, 2026

DESCRIPTION/SUMMARY OF REQUEST:

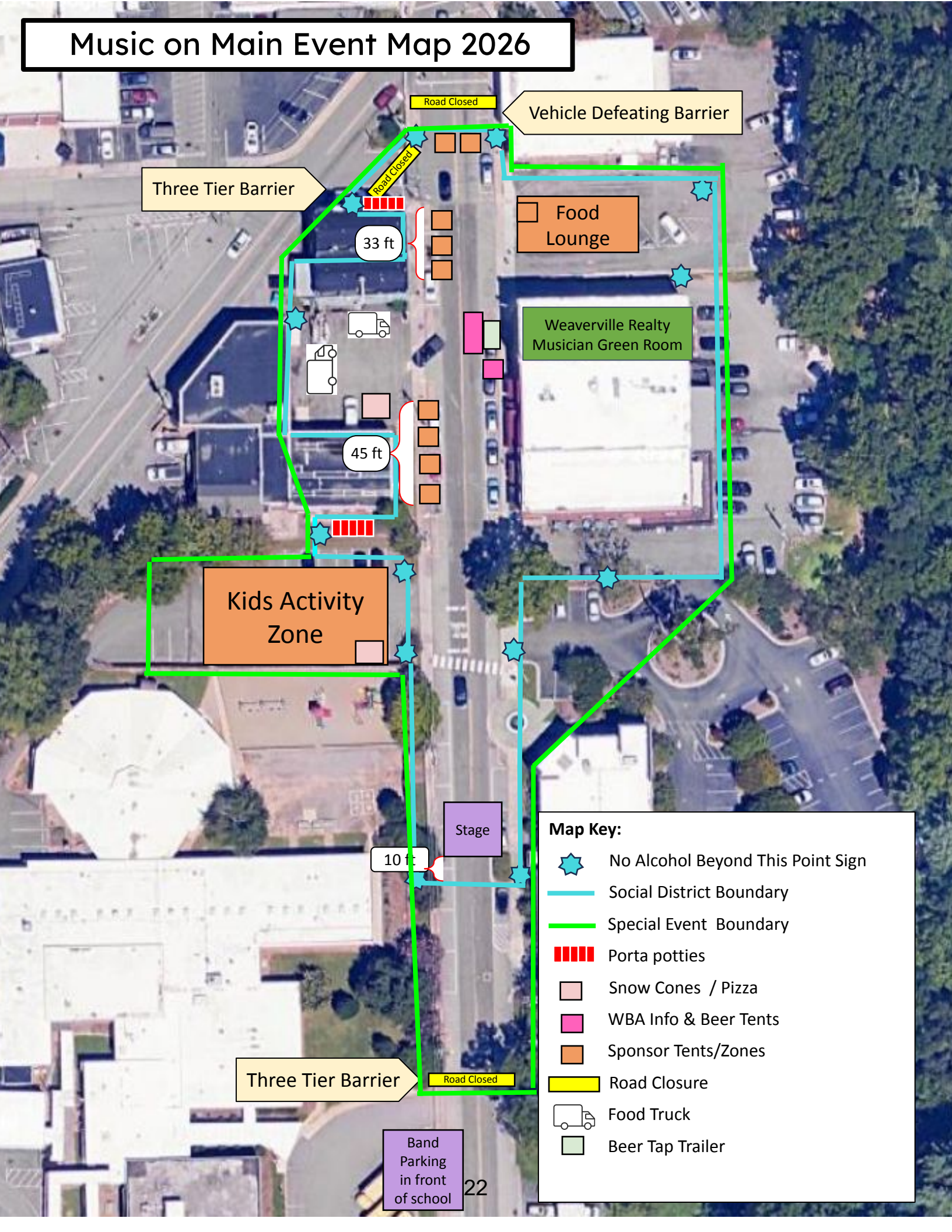
The WBA has planned its annual Music on Main event to be held on Saturday, June 13, 2026. To accommodate their planned activities they are requesting a road closure of a portion of Main Street and a social district for this event. The attached event map shows what is planned and where.

Town Council approval is required on both the road closure and social district.

WBA representatives and Town staff will be at tonight’s meeting to answer any questions that Town Council might have on this request.

STRATEGIC PLAN ALIGNMENT	Goal 3 – Downtown Vibrancy, Economic Growth & Community Character Goal 6 – Parks, Recreation, Special Events & Community Vitality
FINANCIAL/BUDGET IMPACT	No direct budget impacts; Town staffing

Music on Main Event Map 2026



Three Tier Barrier

Road Closed

Vehicle Defeating Barrier

33 ft

Food Lounge

45 ft

Weaverville Realty Musician Green Room

Kids Activity Zone

Stage

10 ft

Three Tier Barrier

Road Closed

Band Parking in front of school

22

Map Key:

-  No Alcohol Beyond This Point Sign
-  Social District Boundary
-  Special Event Boundary
-  Porta potties
-  Snow Cones / Pizza
-  WBA Info & Beer Tents
-  Sponsor Tents/Zones
-  Road Closure
-  Food Truck
-  Beer Tap Trailer

Music on Main 2026

Vendor & Event Information

Sponsor Tents

- Maximum of 8 sponsor/vendor tents (10x10 each)

Food Vendors

- **Food Trucks** – Frontier Lot
- **The Shoppe** – Hot Dog Tent in RxPad Lot
- **Snow Cones** – School Parking Lot

Weaverville Business Association Tents

- **Main Beer Tent** – 10x20
- **Beer Tap Trailer** – 8x12
- **WBA Info Tent** – 10x10

Kids Zone

- **Location:** Weaverville Primary School parking lot
- **Supervised by:** Dedicated Music on Main volunteer
- **Planned Activities:**
 - Fire safety education (Weaverville Fire Department)
 - Sidewalk chalk
 - Hula hoops
 - Face painting
 - Other family-friendly activities
- **Important Note:** This is a **no-alcohol zone**, clearly marked with signage and monitored by volunteers at the entrance and exit.

Parking

- **Primary School Parking (pending approval):**
 - Requesting use of the Weaverville Primary School field for general event parking
 - Requesting the school's back parking lot for vendor & business parking and possibly band parking
 - Golf cart shuttle available to transport guests from handicap parking to event areas & to be used before & after event for set up & clean up.
- **Additional Parking:**
 - The Local Collective will provide 3 handicap spaces
 - Would like to request 2 parking spaces in the Clock Lot for Prescription Pad only parking

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE
MUSIC ON MAIN EVENT SPONSORED BY THE WEAVERVILLE BUSINESS ASSOCIATION**

WHEREAS, the Town Council of Weaverville has been approached by the Weaverville Business Association requesting to hold a Music on Main event on South Main Street, Weaverville; and

WHEREAS, the Town Council of Weaverville acknowledged and agreed to permit said event on the date and times specified below as a community and family-oriented event; and

WHEREAS the Town Council of Weaverville acknowledges the Town departments require approximately one (1) hour to install signage and road barriers, and also requires approximately one (1) hour for removing signage, barriers, litter, etc., after the event; and

WHEREAS, The Town Council of Weaverville recognizes that the detour route will be appropriately marked with signage and personnel at various locations to ensure the motoring public travels safely and without unnecessary delay;

THEREFORE, BE IT ORDAINED by the Town Council of Weaverville pursuant to the authority granted by G. S. 20-169, that we do hereby declare a temporary road closure on the day and times set forth below and the following described portion of a State Highway System route:

Music on Main Event (sponsored by the Weaverville Business Association)

Date:	Saturday June 13, 2026
Begin time:	11:00 am
End time:	11:59 pm

Description of closure: Portion of Main Street from the intersection of Main Street and US-19-BR Merrimon Avenue to the southernmost boundary line of the Town's property at 30 South Main Street;

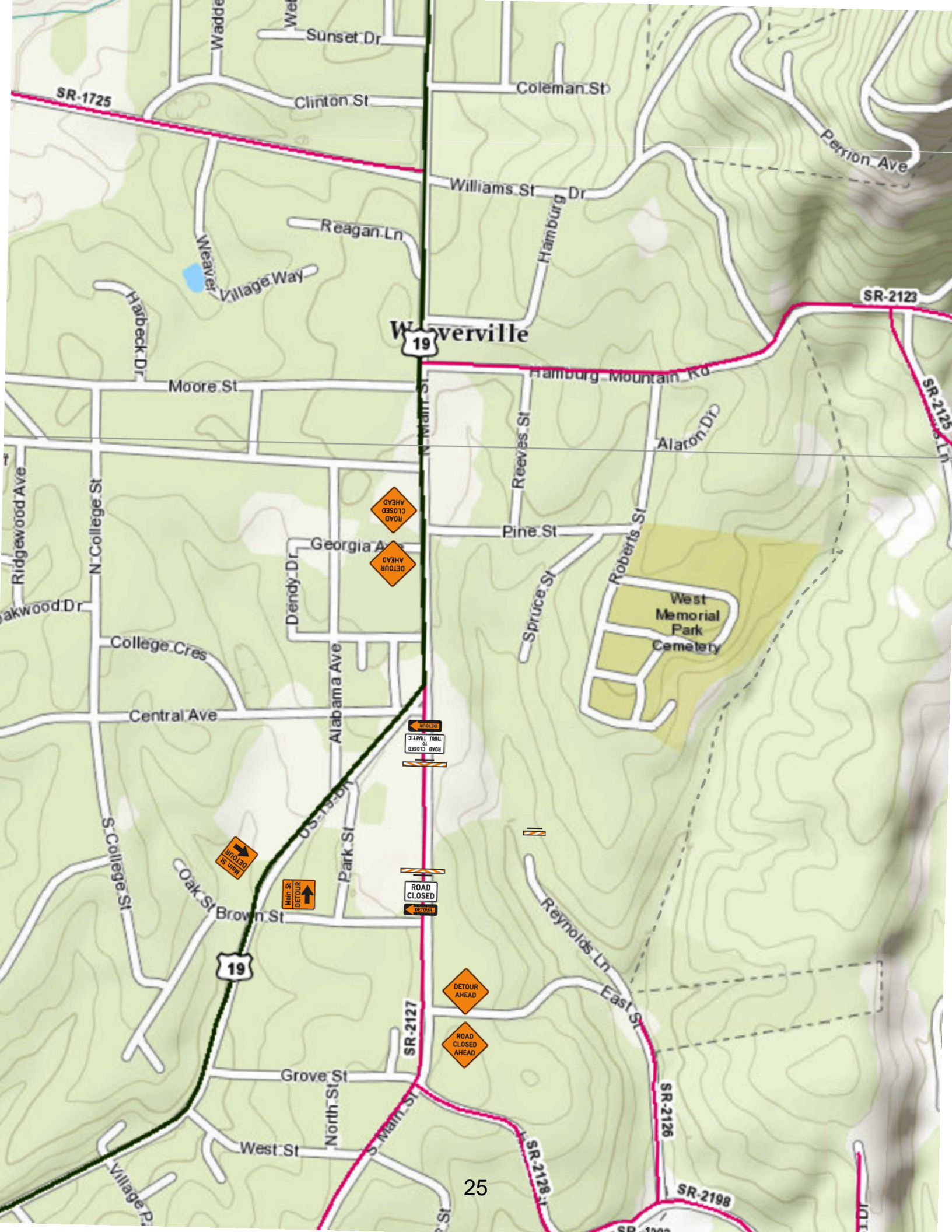
and, pursuant to Weaverville Code of Ordinances, it shall be (1) unlawful for any person to remove any barrier (traffic cone or barrel, barricade, caution tape, etc.) or sign stating that a street or roadway is closed to traffic, and (2) unlawful to drive on or over a street or roadway that is marked, signed or barricaded to indicate that it is closed to traffic. A person who violates any provision of this ordinance may be subject to criminal and/or civil penalties.

This ordinance is adopted this the 18th day of May, 2026, and is to become effective when signs are erected giving notice of the road closures and detour routes and the implementation of adequate traffic control.

Gary D. Lawrence, Mayor

Attest:

Tamera Mercer, Town Clerk



Waverlyville

ROAD CLOSED AHEAD

DETOUR AHEAD

ROAD CLOSED

ROAD CLOSED

ROAD CLOSED

DETOUR

DETOUR AHEAD

ROAD CLOSED AHEAD

**TOWN OF WEAVERVILLE ORDINANCE
CREATING AN EVENT-SPECIFIC SOCIAL DISTRICT**

WHEREAS, the Town has the legal authority under G.S. §§ 160A-205.4 and 18B-300.1 to adopt an ordinance designating one or more social districts within its municipal limits;

WHEREAS, the Town of Weaverville wishes to adopt a social district for the Weaverville Business Association’s Music on Main special event that is to be held on June 13, 2026, in which the possession and consumption of alcoholic beverages are allowed within a certain geographic area during the event, subject to applicable laws, rules and regulations;

NOW, THEREFORE, the Town Council of the Town of Weaverville, North Carolina, hereby adopts this temporary ordinance as follows:

1. **Effectiveness.** This ordinance shall only be effective during the Music on Main event which is from 3:30 pm to 9:00 pm on June 13, 2026. If the Music on Main event is postponed to another date and time, then the date on which this ordinance shall be effective shall automatically be changed to coincide with the new date of the event. If the Music on Main event is cancelled, then this ordinance shall be immediately repealed and of no force and effect.
2. **Definitions.** The following definitions shall apply:
 - a. *ABC Commission* – The North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200.
 - b. *ABC permit(s)* – Any written or printed authorization issued by the ABC Commission pursuant to the provisions of Chapter 18B of the N.C General Statutes, other than a purchase-transportation permit. Unless the context clearly requires otherwise, as in the provisions concerning applications for permits, “ABC permit” or “permit” means a presently valid permit.
 - c. *Alcoholic beverage* – Any beverage containing at least one half of one percent (0.5%) alcohol by volume, including beer or malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed beverages, and any alcohol consumable.
 - d. *Alcohol consumable (or consumable alcohol)* – Any manufactured and packaged ice cream, ice-pop, gum-based or gelatin-based food product containing at least 0.5% alcohol by volume.
 - e. *Customer* – A person who purchases an alcoholic beverage from a permittee that is in a social district.
 - f. *Malt beverage (or beer)* – Beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage or alcohol consumable, except for fortified

and unfortified wine as defined by Chapter 18B of the N.C. General Statutes, containing at least 0.5% and not more than 15% alcohol by volume.

- g. Mixed beverage* – Either a drink composed in whole or in part of spirituous liquor and served in a quantity less than the quantity contained in a closed package or a premixed cocktail served from a closed package containing only one serving.
- h. Non-permittee business* – A business that is located in a social district and does not hold any ABC permit.
- i. Open container* – A container whose seal has been broken or a container other than the manufacturer’s unopened original container.
- j. Permittee* – An establishment holding any of the following permits issued by the ABC Commission:

 - i. An on-premises malt beverage permit issued pursuant to G.S. § 18B-1001(1);
 - ii. An on-premises unfortified wine permit issued pursuant to G.S. § 18B-1001(3);
 - iii. An on-premises fortified wine permit issued pursuant to G.S. § 18B-1001(5);
 - iv. A mixed beverages permit issued pursuant to G.S. § 18B-1001(10);
 - v. A wine shop permit issued pursuant to G.S. § 18B-1001(16);
 - vi. A special one-time permit issued pursuant to G.S. § 18B-1002.
- k. Person* – An individual, firm, partnership, association, corporation, limited liability company, other organization or group or other combination of persons acting as a unit.
- l. Police Department* – The Town of Weaverville Police Department
- m. Premises* – A fixed permanent establishment, including all areas inside or outside of the licensed premises, where the permittee has control through a lease, deed, or other legal instrument.
- n. Social district* – A defined area in which a person may consume alcoholic beverages sold by a permittee. A social district may include both indoor and outdoor areas of businesses within or contiguous to the defined area during the days and hours set by the Town by ordinance pursuant to G.S. § 18B-300.1(d). A social district may include privately owned property, including permittees and non-permittee businesses, multi-tenant establishments, as defined in G.S. § 18B-1001.5, and public streets, sidewalks, crosswalks, and parking areas, whether or not the streets, sidewalks, or parking areas are closed to vehicle traffic.
- o. Spirituous liquor (or liquor)* – Distilled spirits or ethyl alcohol, and any alcohol consumable containing distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin, and all other distilled spirits or mixtures of cordials, liqueur, and premixed cocktails, in closed-containers regardless of their dilution.

- p. *Town* – The Town of Weaverville
 - q. *Wine, fortified* – Any wine or alcohol consumable containing more than 16% and no more than 24% alcohol by volume, made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.
 - r. *Wine, unfortified* – Any wine or alcohol consumable containing 16% or less alcohol by volume that is made by fermentation from grapes, fruits, berries, rice or honey; or by the addition of pure cane, beet or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice or honey that is contained in the base wine and produced in accordance with the regulations of the United States.
3. **Boundaries and Map.** The boundaries of the social district shall be as shown on the designated map which is attached hereto as Exhibit A and which shows the restaurants, businesses, streets, sidewalks, dining areas, alleyways, and other areas that are part of the social district.
 4. **Management and Maintenance Plan.** The Management and Maintenance Plan which is attached hereto as Exhibit B is found to be in compliance with the requirements of this ordinance and applicable law and is hereby approved. The Town Clerk shall post the approved Management and Maintenance Plan on the Town’s website within 24 hours of the adoption of this ordinance and the Plan must remain readily available for public inspection from the date of ordinance adoption through the end of the event.
 5. **Sale of Alcoholic Beverages.** Permittees are allowed to sell alcoholic beverages pursuant to their ABC permit in the social district. Nothing in this ordinance shall alter the duties and responsibilities of any permittees to abide by North Carolina’s laws and regulations regarding the sale of alcoholic beverages. Permittees operating within or contiguous to the social district and participating in the social district may allow its customers to leave its premises with one alcoholic beverage purchased from the permittee as long as the alcoholic beverage is contained within an appropriate container as set out in the Management and Maintenance Plan and as described in section 6(b) of this ordinance.
 6. **Possession and Consumption of Alcoholic Beverages.** Notwithstanding any state or local law or ordinance prohibiting open containers, the possession and consumption of alcoholic beverages are allowed as follows:
 - a. Alcoholic beverages purchased from a permittee located within or contiguous to the social district may be possessed and consumed within the

designated social district (including within participating businesses located within the social district).

- b. Alcoholic beverages within the social district must be in containers meeting the requirements of G.S. § 18B-300.1(e), and the approved Management and Maintenance Plan, including the following:
 - i. The container must clearly identify the permittee from which the alcoholic beverage was purchased;
 - ii. The container must clearly display a logo or other mark that is unique to the social district in which it will be consumed;
 - iii. The container must not be made of glass;
 - iv. The container must display the following statement in no less than 12-point font – “Drink Responsibly – Be 21”;
 - v. The container may not hold more than 16 fluid ounces.
- c. Alcoholic beverages may only be possessed and consumed during the designated hours of the Music on Main event which is from 3:30 pm to 9:00 pm on June 13, 2026.
- d. Any person in possession of an alcoholic beverage within the social district must dispose of the alcoholic beverage before exiting the social district or entering or mounting a vehicle (including a bicycle or similar transportation device) located within the social district. Possession of an open container outside of the social district is a violation of G.S. §§ 18B-300 and/or 18B-301, which is punishable in criminal court as a misdemeanor.
- e. Alcoholic beverages that are purchased from a permittee within the social district for off-premises consumption (i.e. uncorked bottle of wine, etc.) are not allowed to be consumed within the social district.

7. **Alcoholic Beverages Not Purchased within the Social District Prohibited.** North Carolina law does not allow the possession or consumption of alcoholic beverages within the social district that are not purchased from a permittee located within the social district. Alcoholic beverages brought from home are not allowed within the social district.

8. **All Other Laws Remain in Effect.** All other laws regarding the possession and consumption of alcoholic beverages and the actions resulting from impaired judgment remain in effect including, but not limited to the following: driving while impaired; intoxicated and disruptive conduct, disorderly conduct; possession and consumption of alcoholic beverages by a minor, aiding and abetting underage possession and consumption of alcoholic beverages, indecent exposure, public urination; trespassing; vandalism, destruction of property, littering; sale, possession and/or use of illegal substances.

9. **Enforcement.** A violation of this ordinance is a misdemeanor or infraction as provided by G.S. §§ 14-4 and 160A-175. As an alternative or additional measure of enforcement, any law enforcement officer or authorized Town employee may issue a citation for a civil penalty for violation of this ordinance in accordance with the requirements of Town Code Section 1-6. This authority shall be in addition to any other authority and shall not preclude in any way any law enforcement officer from exercising any authority or carrying out the duties of a law enforcement officer, nor preclude the Town from any other available legal enforcement procedure. Enforcement of an unpaid citation may be by issuance of a criminal summons, by the filing of a complaint to collect the unpaid debt owed to the Town or by other means authorized by North Carolina law and/or Town Code.
10. **Non-Severability.** Should any provision of this ordinance be deemed illegal or unconstitutional, then the ordinance shall immediately terminate and cease to be effective.

ADOPTED THIS the 18th day of May, 2026, with ___ voting in favor and __ against.

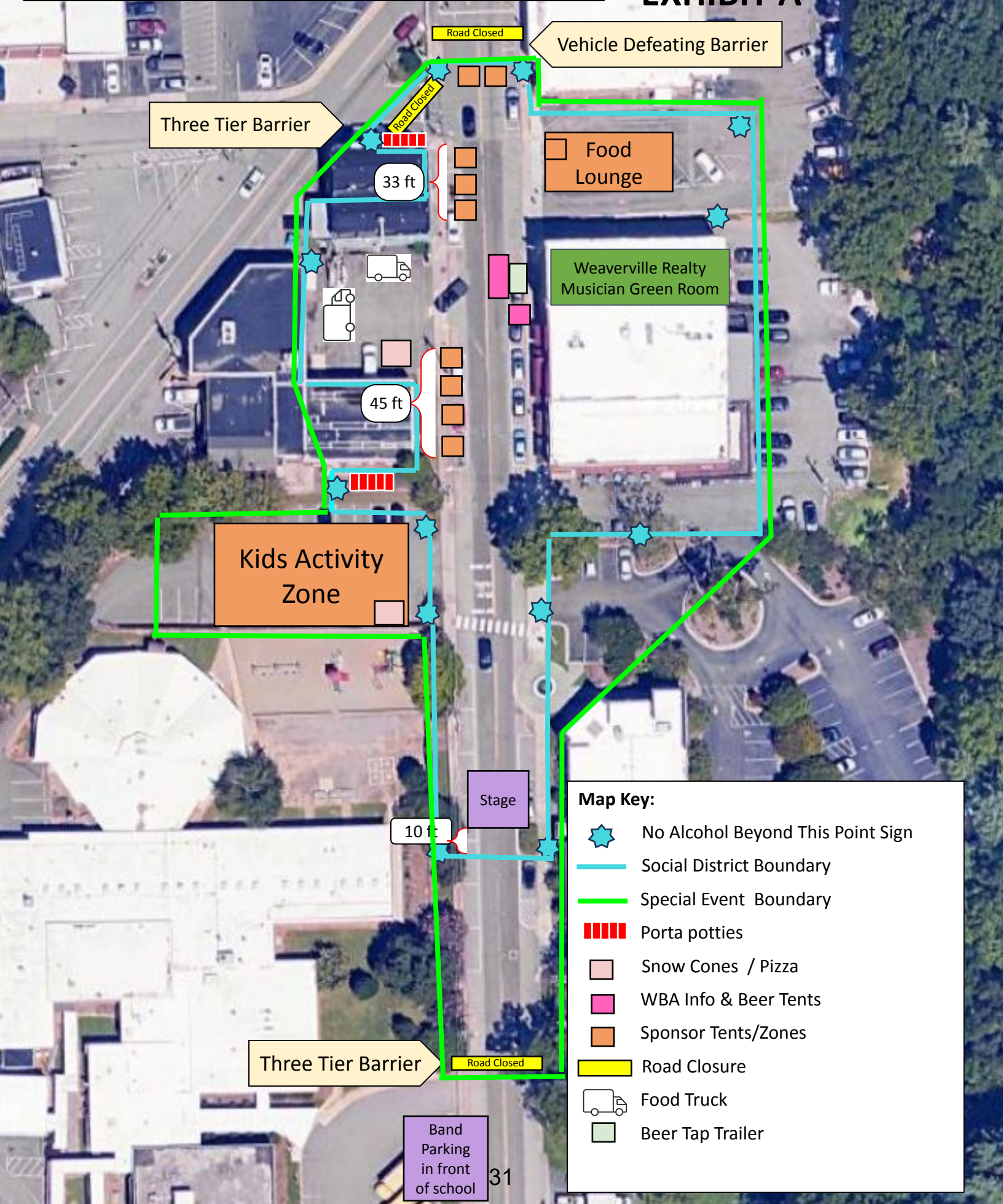
GARY D. LAWRENCE, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

Music on Main Event Map 2026

EXHIBIT A



Three Tier Barrier

Road Closed

Vehicle Defeating Barrier

33 ft

Food Lounge

Weaverville Realty Musician Green Room

45 ft

Kids Activity Zone

Stage

10 ft

Three Tier Barrier

Road Closed

Band Parking in front of school

31

Map Key:











-  No Alcohol Beyond This Point Sign
-  Social District Boundary
-  Special Event Boundary
-  Porta potties
-  Snow Cones / Pizza
-  WBA Info & Beer Tents
-  Sponsor Tents/Zones
-  Road Closure
-  Food Truck
-  Beer Tap Trailer

EXHIBIT B



The Town of
Weaverville
North Carolina



Weaverville Social District Management and Maintenance Plan

as of March 31st, 2026

RULES OVERVIEW

Alcohol may be consumed in the Social District on Saturday, June 13th from 3:30pm to 9pm. No outside alcohol is permitted within the district. All alcoholic beverages must be purchased from permitted establishments located within the Social District, served in specially labeled cups, and consumed within the district. Only two Social District beverages per person can be served at a time. An establishment may allow patrons to enter their premises with an alcoholic beverage purchased at a different permitted establishment within the Social District. Any alcoholic beverage must be consumed or discarded before exiting the Social District or entering a vehicle.

MANAGEMENT AND RESPONSIBILITIES

The Social District will be managed and maintained by the Town of Weaverville with support from the Weaverville Business Association. Specific responsibilities are outlined herein.

DISTRICT BOUNDARIES

Boundaries of the Social District will be clearly marked with signs at all entrance/exit points.

Map:



Boundary Sign:



Local Law Enforcement Contact Info:
ALE Division: 828-670-5055
Weaverville Police: 828-645-5700

**NO ALCOHOL
BEYOND THIS POINT**

Learn more:



Beverages may be consumed inside
the event boundary on
Saturday June 13th, 3:30-9PM



DAYS AND HOURS OF OPERATION

The Weaverville Social District will operate on **Saturday June 13th, 3:30pm to 9pm**. At all other times, open containers of alcohol cannot leave the premises of the ABC-permitted business where it was purchased.

GENERAL RULES

- Only alcoholic beverages purchased from a participating business with an ABC permit may be consumed in the Social District. **No outside alcohol allowed.**

- Alcoholic beverages may not be brought into a business that does not display the Social District Window Sign (see below).
- Any alcoholic beverage purchased for consumption in the Social District must also be in a specifically labeled cup (see below).
- **All open container alcoholic beverages must be disposed of prior to exiting the Social District boundaries or entering a vehicle (including a bicycle).**
- Businesses can choose to be included in the Social District or they can opt out. No business is required to participate or to allow customers to bring alcohol onto its premises.
- The sale and delivery of alcohol in a social district is subject to no more than two malt beverages, wine drinks, or spirituous liquor drinks at one time to a single person.
- Retail beverages (“closed containers”) can be purchased inside the Social District boundary, but they cannot be consumed inside the Social District boundary. They must stay closed and leave closed.

PARTICIPATING BUSINESSES WITH AN ABC PERMIT

In order to participate, ABC-permitted establishments must be located in the Social District boundary and complete a Social District Registration Form provided by Weaverville Business Association (located on the last page of this Plan). The fee to participate is \$0.

Registration allows the Town of Weaverville to ensure that those businesses selling alcoholic beverages within the Social District are aware of and in compliance with the requirements of this Plan. As part of the registration process, the business owner must provide written acknowledgment to abide by the rules, regulations, and requirements of this Plan.

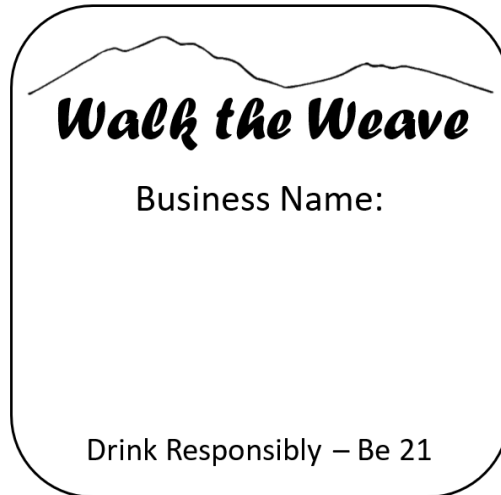
DRINK CONTAINER

Alcoholic drinks that are sold for consumption in the Social District must be in containers that meet all of the following requirements:

1. The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
2. The container clearly displays the Social District Logo.
3. The container displays, in no less than 12-point font, the statement, "Drink Responsibly – Be 21."
4. The container is not made of glass.
5. The container cannot hold more than 16 fluid ounces.

For purposes of this social district, the Weaverville Business Association will be providing stickers. The Stickers will fulfill requirements 1-3. The participating establishments will provide their own containers meeting requirements 4-5. In addition, the participating establishments will write their business name legibly on each Sticker.

The Sticker will be 2.5” x 2.5” and look like this:



PARTICIPATING BUSINESSES WITHOUT AN ABC PERMIT

Businesses without an ABC permit may participate in the Social District by allowing alcoholic beverages purchased and possessed in accordance with this Plan to be consumed inside their businesses.

Participating businesses that are not selling alcoholic beverages are not required to register with the Town. The Weaverville Business Association will provide information to participating businesses to ensure that the businesses understand their obligations under this Plan and the Social District Ordinance. Participating businesses are required to post a Window Sign (see below) in a conspicuous place indicating their participation to the public. The Weaverville Business Association will provide the Window Signs.

During the days and hours when the social district is active, participating businesses must allow law enforcement officers access to all areas of the premises accessible by customers.

NON-PARTICIPATING BUSINESSES

Nothing in this Plan or shall be construed as requiring any business, regardless of whether or not it holds a valid ABC permit, to participate in the Social District. Non-participating businesses are encouraged to still post an appropriate Window Sign indicating their nonparticipation to the public. The Weaverville Business Association will provide the Window Sign.

DISTRICT LOGO

The Weaverville Social District will use the below logo.



WINDOW SIGNS

The uniform signage below must be displayed in businesses participating in the Social District to inform visitors that they are allowed to bring alcoholic beverages inside. Window Signs will be provided by the Weaverville Business Association.



If a participating business has an exit that opens outside the Social District boundary, the business must post “No Alcohol Beyond This Point” or similar sign at the exit.

ENFORCEMENT

Town of Weaverville Police will enforce the requirements of the Social District. The Town of Weaverville reserves the right to prohibit a permit holder from participating in the district due to violations of this Plan.

ABC permit holders accept liability for patrons they serve the same as they do now and will enforce the same rules and regulations as they currently do.

To report potential violations, please call the Weaverville Police Department at 828-645-5700 or the NC Alcohol Law Enforcement Division 828-670-5055.



The Town of
Weaverville
North Carolina



Weaverville Social District

Registration Application for ABC Permit Holder Participation

Date: _____

Business Name: _____

Contact Name: _____

Phone Number: _____

Email Address: _____

By signing this acknowledgement, I agree to the terms outlined in the Management and Maintenance Plan. I have read and understand the guidelines and procedures for the Weaverville Social District. The Town of Weaverville reserves the right to prohibit or pause participation in the Social District at any time.

Signature: _____ Date: _____

Name: _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 18, 2026
Subject: Set Public Hearing: Zoning Map Amendment, 5 Reagan Lane
Presenter: Planning Director
Attachments: Planning Board Recommendation, GIS Image

Description:

Staff is in possession of a zoning map amendment application for the parcel commonly known as 5 Reagan Lane. The proposal is to rezone the subject property from R-1 to C-1.

The Planning Board deliberated the matter and offered a recommendation to Town Council on the proposal at their regular meeting in May.

Staff recommends that Town Council move forward and consider the proposed zoning map amendment. To do so Town Council must set and hold a public hearing on the matter.

Action Requested:

Town Council is asked to set a public hearing on the proposed text amendments for June 22, 2026 at 6pm or at such time as Council reaches the matter.

The Town of Weaverville

NORTH CAROLINA

May 5, 2026

Mayor Dee Lawrence and
Weaverville Town Council

Re: 5 Reagan Lane – PIN 9742-29-9584
Proposed Zoning Map Amendment - C-1 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

On May 4, 2026, the Planning Board reviewed zoning map amendment requests for the above property located near the southwest corner of North Main Street and Weaverville Boulevard (map attached). The property owner requested rezoning from R-1 to C-1.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for consistency with the Comprehensive Land Use Plan (CLUP) and reasonableness.

It is noted that in April the Planning Board considered C-2 zoning for this property and found C-2 to be inconsistent with the CLUP and unreasonable. The applicant amended their application and the Board considered C-1 zoning.

With a unanimous vote the Planning Board sends an unfavorable recommendation to Town Council for C-1 with findings that that this zoning district is inconsistent with the Comprehensive Land Use Plan and unreasonable.

The CLUP prioritizes preserving the character of the downtown area, especially along Main Street. A majority of the properties surrounding this property is R-1 with active residential uses. The Board found that a change to C-1 zoning is inconsistent with the CLUP in that it may not preserve the character of the downtown area and that the zoning of this property should be consistent with the residential uses currently in the area.

The Planning Board is required to consider the reasonableness factors contained in Town Code Section 20-1505(d) which include the following: (i) the size, physical conditions, and other attributes of the area proposed to be rezoned; (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community; (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

In finding that the C-1 zoning is unreasonable, the Planning Board discussed that C-1 zoning represents an increase in commercial activity in the immediately surrounding area which is predominantly residential. The Planning Board was quite concerned about the possibility of a gas station or other permissible high intensity commercial use being located at an intersection that is important and is anticipated to have traffic control difficulties. For these reasons the Planning Board found that C-1 zoning for this property is unreasonable.

This property presents unique development challenges given its location at such a prominent intersection in the downtown area. The configuration of Reagan Lane, which is a Town street located at a very sharp angle on these properties, also presents difficulties. With these challenges in mind, and when considering the development of this property in combination with the unaddressed Reagan Lane property, the Planning Board suggests that conditional district zoning might be the preferred development route.

The Planning Board might have come to a different conclusion if some of the more intense commercial uses were not permitted within the C-1 district. The Planning Board plans to review all uses within the C-1 district to determine if any uses, such as gas stations or other high intensity commercial uses, should be removed or modified. I expect that the Planning Board will take this up in the near future. Any recommendations for text amendments can be forwarded to Town Council for consideration once downzoning limitations are resolved.

Please let me know if you need anything further from the Board on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jane Kelley".

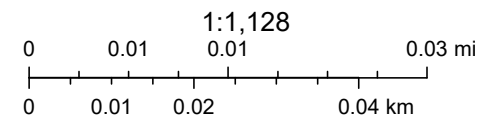
Jane Kelley
Planning Board Chair

cc: James Eller, Planning Director
Scottie Harris, Town Manager

Buncombe County



May 13, 2026



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 18, 2026
Subject: Set Public Hearing: Zoning Map Amendment, Unaddressed Reagan Lane
Presenter: Planning Director
Attachments: Planning Board Recommendation, GIS Image

Description:

Staff is in possession of a zoning map amendment application for an unaddressed parcel on Reagan Lane. The proposal is to rezone the subject property from R-1 to C-1.

The Planning Board deliberated the matter and offered a recommendation to Town Council on the proposal at their regular meeting in May.

Staff recommends that Town Council move forward and consider the proposed zoning map amendment. To do so Town Council must set and hold a public hearing on the matter.

Action Requested:

Town Council is asked to set a public hearing on the proposed text amendments for June 22, 2026 at 6pm or at such time as Council reaches the matter.

The Town of Weaverville

NORTH CAROLINA

May 5, 2026

Mayor Dee Lawrence and
Weaverville Town Council

Re: Unaddressed Reagan Lane – PIN 9742-29-7577
Proposed Zoning Map Amendment - C-1 Zoning
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

On May 4, 2026, the Planning Board reviewed zoning map amendment requests for the above property located near the southwest corner of North Main Street and Weaverville Boulevard (map attached). The property owner requested rezoning from R-1 to C-1.

Town development regulations concerning zoning map amendments require the Planning Board to review the application for consistency with the Comprehensive Land Use Plan (CLUP) and reasonableness.

It is noted that in April the Planning Board considered C-2 zoning for this property and found C-2 to be inconsistent with the CLUP and unreasonable. The applicant amended their application and the Board considered C-1 zoning.

With a unanimous vote the Planning Board sends a favorable recommendation to Town Council for C-1 with findings that that this zoning district is both consistent with the Comprehensive Land Use Plan and reasonable.

The Planning Board based their finding of CLUP consistency on this property being located in the “commercial” area on the future land use map and adjacent to C-1 uses.

The Planning Board is required to consider the reasonableness factors contained in Town Code Section 20-1505(d) which include the following: (i) the size, physical conditions, and other attributes of the area proposed to be rezoned; (ii) the benefits and detriments to the landowners, the neighbors, and the surrounding community; (iii) the relationship between the current actual and permissible development on the tract and adjoining areas and the development that would be permissible under the proposed amendment; (iv) why the action taken is in the public interest; and (v) any changed conditions warranting the amendment.

Concerning reasonableness, the Board found any commercial use allowed in the C-1 district would be reasonable on a high traffic road such as Weaver Boulevard. The Planning Board also discussed that the

closest commercially zoned property (Weaver Village) is most closely aligned with C-1 and C-1 would provide a transition between the residential uses in the area and the C-2 properties on Weaver Boulevard.

Especially when thinking about the development of this property in combination with the 5 Reagan Lane property, conditional district zoning is likely the best alternative for development approvals at such a prominent and important intersection within the downtown area, but C-1 zoning was deemed consistent with the CLUP and a reasonable zoning district.

The Planning Board did indicate that all uses allowed within the C-1 district should be studied to determine if any, such as gas stations, should be removed or modified. I expect that the Planning Board will take this up in the near future. Any recommendations for text amendments can be forwarded to Town Council for consideration once downzoning limitations are resolved.

Please let me know if you need anything further from the Board on this matter.

Sincerely,

A handwritten signature in cursive script that reads "Jane Kelley". The signature is written in black ink and is positioned above the typed name.

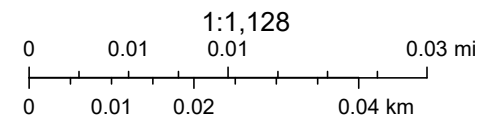
Jane Kelley
Planning Board Chair

cc: James Eller, Planning Director
Scottie Harris, Town Manager

Buncombe County



May 13, 2026



**TOWN OF WEAVERVILLE TOWN
COUNCIL AGENDA ITEM**

Date of Meeting: May 18, 2026
Subject: Approval of FY 2025-2026 Audit Contract
Presenter: Finance Director Dozier
Attachments: Letter of Engagement
Proposed Audit Contract with Gould Killian CPA Group

Council Action Requested:

The Town Manager recommends approval of the audit services contract with Gould Killian CPA Group for the FY2025-2026 audit and authorization to execute the document and forward same to Gould Killian CPA Group. The following is suggested as a motion to approve this contract:

I move that the attached audit contract with Gould Killian CPA Group, P.A., be approved and that the Mayor and Town staff be authorized to execute the same.

Description:

At the direction of Town Council, staff negotiated a three-year contract with Gould Killian for our annual financial audits beginning with FY 2023-2024. The audit of FY 2025-2026 will be year three of that contract with a fee of \$30,000 for the audit plus \$6,000 for completion of the Annual Comprehensive Financial Report, totaling \$36,000. This fee has the expected 2% increase, which is \$750 over last year's cost.

The Town does anticipate that there will be one or more single audits for the federal monies that the Town has received or is expecting to receive during this current fiscal year. The LGC requires that the audit contract estimate the cost of those single audits and \$3,900 is included for auditing of two major programs.

Attached you will find the engagement letter and contract between the Town of Weaverville and Gould Killian CPA Group for the Fiscal Year 2025-2026 Audit. The contract binds the Town for this one year only. This contract must be executed by the Town in order for the auditor to provide the same to the Local Government Commission.



April 12, 2026

To the Town Council and
Members of Management
Town of Weaverville
30 South Main St.
Weaverville, NC 28787

Agreement to Provide Services

This agreement to provide services (the “Agreement”) is intended to describe the nature and scope of our services.

Objectives and Scope of the Audit

As agreed, Gould Killian CPA Group, P.A. (“GK” or “we”) will audit the financial statements of the governmental activities, business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements, of Town of Weaverville as of and for the year ended June 30, 2026. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement Town of Weaverville’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Town of Weaverville’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management’s Discussion and Analysis
2. Budgetary Comparison Schedule – annually budgeted major funds
3. Required schedules for Law Enforcement Officers’ Special Separation Allowance
4. Required schedules for the Local Government Employees’ Retirement System

5. Required schedules for Other Postemployment Benefits

We have also been engaged to report on supplementary information other than RSI that accompanies Town of Weaverville's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. We will provide an opinion on it in relation to the financial statements as a whole, in a separate written report accompanying our auditor's report on the financial statements:

1. Combining and individual fund statements, budgetary schedules, other schedules
2. Schedule of expenditures of federal and state awards (when applicable)

The introductory and statistical sections will not be subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we will not express an opinion or provide any assurance on them.

Audit Objectives

The objectives of our audit are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and issue an auditor's report that includes our opinions about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP, and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually-or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on —

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- (Only if a single audit is determined to be required) – internal control over compliance related to major programs and an opinion on compliance with federal statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with Single Audit Act Amendments of 1996 and *Title 2 U.S. Code of Federal Regulations (CFR) part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*.

Auditor’s Responsibilities for the Audit of Financial Statements and Single Audit (if applicable)

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we will exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will bring these misstatements to your attention as proposed adjustments. At the conclusion of our audit we will communicate to those charged with governance (as defined below) all uncorrected misstatements. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit, if applicable. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the government's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry.

We have identified the following significant risk of material misstatement as part of our audit planning:

1. Management's override of internal controls

Audit Procedures—Internal Control

We will obtain an understanding of the Town and its environment, including internal control relevant to the audit, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and to obtain evidence sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than one resulting from error, as fraud may involve collusion, intentional omissions, misrepresentation, or the override of internal control. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by Uniform Guidance (if a Single Audit is required), we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal and state award program, as required by the Uniform Guidance. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Weaverville's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

If a Single Audit is required, the Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal and state awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the Town of Weaverville's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to an audit. The purpose of these procedures will be to express an opinion on the Town of Weaverville's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Management Responsibilities for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you (management) acknowledge and understand that you are responsible for (1) establishing and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that Town programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal and state awards, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under *Government Audit Standards* and under Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the Town from whom we determine it necessary to obtain audit evidence.

Management's responsibilities also include identifying and informing us of significant contractor relationships in which the contractor is responsible for program compliance and for the accuracy and completeness of that information.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Town involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Town received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the Town complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal and state awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

If a Single Audit is required, you are responsible for identifying all federal and state awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal and state awards (including notes and noncash assistance received, and COVID-19

related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal and state awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal and state awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal and state awards that includes our report thereon OR make the audited financial statements readily available to intended users of the schedule of expenditures of federal and state awards no later than the date the schedule of expenditures of federal and state awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal and state awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal and state awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal and state awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal and state awards, and related notes, and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal and state awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal and state awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Reproduction of Audit Report

If the Town plans any reproduction or publication of a document that includes our report, or any portion of it, and that is assembled differently from any paper or electronic version that we have previously reviewed (e.g., by the addition of financial statements and/or accompanying information that you have produced), a copy of the entire document in its final form should be submitted to us in sufficient time for our review and written approval before printing. You also agree to provide us with a copy of the final reproduced material for our written approval before it is distributed. If, in our professional judgment, the circumstances require, we may withhold our written approval.

Posting of Audit Report and Financial Statements on Your Website

You agree that, if you plan to post an electronic version of the financial statements and audit report on your website, you will ensure that there are no differences in content between the electronic version of the financial statements and audit report on your website and the signed version of the financial statements and audit report provided to management by GK. You also agree to indemnify the GK from any and all claims that may arise from any differences between the electronic and signed versions.

Review of Documents In Connection With Offering of Sale of Debt

The audited financial statements and our report thereon should not be provided or otherwise made available to lenders, other financial institutions or sources of financing, or others (including advisors to such parties) in connection with any document to be used in the process of obtaining capital, including, without limitation, by means of the sale of securities (including securities offerings on the Internet) without first submitting copies of the document to us in sufficient time for our review and written approval. If, in our professional judgment, the circumstances require, we may withhold or condition our written approval.

Availability of Records and Personnel

You agree that all records, documentation, and information we request in connection with our audit will be made available to us (including those pertaining to related parties), that all material information will be disclosed to us, and that we will have the full cooperation of, and unrestricted access to, your personnel during the course of the engagement.

You also agree to ensure that any third-party valuation reports that you provide to us to support amounts or disclosures in the financial statements (a) indicate the purpose for which they were intended, which is consistent with your actual use of such reports; and (b) do not contain any restrictive language that would preclude us from using such reports as audit evidence.

Assistance by Your Personnel

We also ask that your personnel prepare various schedules and analyses for our staff. However, except as otherwise noted by us, no personal information other than names related to Town employees and/or customers should be provided to us. In addition, we ask that you provide high-speed Internet access to our engagement team, if practicable, while working on the Town's premises. This assistance will serve to facilitate the progress of our work.

Peer Review Reports

Government Auditing Standards requires that we provide you with a copy of our most recent quality control review report. Our latest peer review report accompanies this letter.

Other Services

We are always available to meet with you and members of Town Council at various times throughout the year to discuss current business, operational, accounting, and auditing matters affecting the Town. Whenever you feel such meetings are desirable, please let us know. We are also prepared to provide services to assist you in any of these areas. We will also be pleased, at your request, to attend governing board meetings.

We will also assist in preparing the financial statements, schedule of expenditures of federal and state awards (if applicable), and related notes of Town of Weaverville in conformity with U.S. generally accepted accounting principles based on information provided by you. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings (if applicable). It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal and state awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Independence

Professional and certain regulatory standards require us to be independent, in both fact and appearance, with respect to the Town in the performance of our services. Any discussions that you have with personnel of GK regarding employment could pose a threat to our independence. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional standards require us to maintain certain respective roles and relationships with you with respect to the non-attest services described above. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

We will not perform management functions or make management decisions on behalf of the Town. However, we will provide advice and recommendations to assist management of the Town in performing its functions and fulfilling its responsibilities.

The Town agrees to perform the following functions in connection with our performance of the financial statement services:

- a. Make all management decisions and perform all management functions with respect to the financial statement services provided by us.
- b. Assign Tonya Dozier to oversee the financial statement services and evaluate the adequacy and results of the services.
- c. Accept responsibility for the results of the financial statement services.

The services are limited to those outlined above. We, in our professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as making management decisions or performing management functions. The Town must make all decisions with regard to our recommendations. By signing this Agreement, you acknowledge your acceptance of these responsibilities.

Engagement Administration, Fees, and Other

We will provide copies of our reports to the members of Town Council of the Town of Weaverville; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third party confirmation processors also provide for the electronic (and manual) processing of other confirmation types (e.g., legal, accounts receivable, and accounts payable). To the extent applicable, the Town hereby authorizes GK to participate in such confirmation processes, including through the third party's website (e.g., by entering the Town's bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that GK shall have no liability in connection therewith.

The audit documentation for this engagement is the property of Gould Killian CPA Group, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the North Carolina Local Government Commission or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Gould Killian CPA Group, P.A. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the federal or state oversight agency. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in June 2026 and to issue our reports no later than December 31, 2026. Travis S. Keever is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

Our fixed charges to the Town for the services described above of \$36,000 are expected to be \$30,000 for the financial statement audit and \$6,000 for financial statement preparation. An additional variable fee of \$3,900 per major program will be charged should a federal and/or state single audit be necessary.

The fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. We anticipate the time necessary to complete your audit will approximately 250 hours in total. If significant additional time is necessary (over 275 hours), we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation.

This fee structure does not take into consideration effects that any future standards promulgated by the Governmental Accounting Standards Board and/or other professional bodies will have on our audit procedures. As we become aware of additional audit procedures resulting from these circumstances, we will notify you of the situation and the estimated additional cost.

As a result of future services to you, we might be requested or required to provide information or documents to you or a third party in a legal, administrative, arbitration, or similar proceeding in which we are not a party. If this occurs, our efforts in complying with such requests will be deemed billable to you as a separate engagement. We shall be entitled to compensation for our time and reasonable reimbursement for our expenses (including legal fees) in complying with the request. For all requests we will observe the confidentiality requirements of our profession and will notify you promptly of the request.

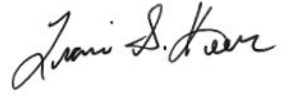
Reporting

We will issue written reports upon our completion of the audit. Our reports will be address to the members of the Town Council for the Town of Weaverville, North Carolina. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs to our auditor's report, or if necessary, withdraw from this engagement. If our opinions on the financial statements or the Single Audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue reports, or may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. If applicable, the Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We believe the foregoing letter accurately summarized the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please acknowledge this by signing and returning to us a copy of this Agreement and retaining a copy for your files. We will forward the signed engagement letter and LGC contract to the Local Government Commission.

Very truly yours,



Travis S. Keever
Certified Public Accountant

RESPONSE:

This letter correctly sets forth the understanding of Town of Weaverville.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

The	Governing Board Town Council
of	Primary Government Unit Town of Weaverville
and	Discretely Presented Component Unit (DPCU) (if applicable)

Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)

and	Auditor Name Gould Killian CPA Group, P.A.
	Auditor Address 100 Coxe Ave, Asheville, NC 28801

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/26	Date Audit Will Be Submitted to LGC 12/31/26
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Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by “U.S. Auditing Standards – AICPA (Clarified),” referred to as generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business-type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types). Budgetary comparison information shall be prepared in accordance with applicable GASB standards. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented as required supplementary information and shall not be included in the basic financial statements. Any other budgetary comparison information shall be presented only as supplementary information for funds required to be budgeted under NCGS Chapter 159, Article 3.

2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. If the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period, the Auditor shall perform the audit in accordance with *Generally Accepted Government Auditing Standards* (GAGAS). The Governmental Unit is subject to federal single audit requirements in accordance with Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Subpart F (*Uniform Guidance*) and the State Single Audit Implementation Act. Currently the threshold is \$1,000,000 for federal and state single audits, or such other threshold as applicable for the fiscal year under audit. This audit and all associated audit documentation may be subject to review by federal and State agencies in accordance with federal and State laws, including the staff of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit in accordance with the Uniform Guidance (§200.501) the Auditor and Governmental Unit(s) should discuss, in advance of the execution of this contract, the responsibility for submission of the audit and the accompanying data collection form (form SF-FAC) to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards* (2018 revision or subsequent revisions, as applicable) issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he or she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and to the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon the Auditor's receipt of an updated peer review report. If the audit firm receives a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Auditing Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed, and the report of audit submitted to LGC Staff, within six months of fiscal year end. At the time of the execution of this contract, if the parties know that the anticipated submission date of the audit exceeds six months after fiscal year end, a written explanation shall be provided to the Secretary of the LGC on this contract form (see the space provided on Page 7). If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as they relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth the Auditor's findings, together with his or her recommendations for improvement. That written report shall include all matters determined to be "significant deficiencies and material weaknesses" in accordance with AU-C §265 "Communicating Internal Control Related Matters Identified in an Audit" of GAAS. The Auditor shall file a copy of that report with the Secretary of the LGC.

For GAAS or *Government Auditing Standards* audits, if an Auditor issues an AU-C §260 report, "Auditor's Communication With Those Charged With Governance," commonly referred to as a "Governance Letter," LGC staff does not require the report to be submitted unless the Auditor cites significant findings or issues from the audit, as defined in AU-C §260 paragraphs 12 - 14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious for which the Auditor consulted outside the engagement team and, in the Auditor's judgment, are significant and relevant to those charged with governance, and other findings or issues that the Auditor believes are significant and relevant. If matters identified during the audit were required to be reported as described in AU-C §260 paragraphs 12 - 14 and were communicated in a method other than an AU-C §260 letter, the written documentation must be submitted.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. This also includes any progress billings [G.S. 159-34 and 115C-447]. All invoices for audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.
10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal Single Audit Act and the State Single Audit Act. This does not include fees for any pre-issuance reviews that may be required by the North Carolina Association of Certified Public Accountants (NCACPA) Peer Review Committee or North Carolina State Board of CPA Examiners (see Paragraph 13).
11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.
12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.
13. If the audit firm is required by the Secretary of the Local Government Commission to obtain a pre-issuance review or take corrective action as a result of peer review findings or quality control deficiencies, such corrective action shall be consistent with the authority and requirements of the North Carolina State Board of Certified Public Accountant Examiners, the AICPA Peer Review Program, and established Local Government Commission practice, including the use of report addenda or other remedial measures, as appropriate.

14. In accordance with G.S. 159-34, the Finance Officer of the Unit is responsible for filing the audited financial statements with the Secretary of the Local Government Commission.

The Auditor may upload the audit report and related documents through the LGC's electronic submission system; however, submission shall not be deemed complete until the Finance Officer has reviewed and certified the submission.

The Auditor, Finance Officer, other Unit staff member designated by the Finance Officer, or a third party approved by the Unit may enter all Data Input Report information except the information on the "transmittal doc info" tab. The "transmittal doc info" tab must be completed by the Auditor.

The Finance Officer shall review, approve, and certify the accuracy and completeness of the Data Input Report (DIR) in the LGC's LOGOS system prior to LGC review, regardless of whether the DIR is prepared by the Auditor or the Unit.

Finance Officer certification is required for any corrected or revised submissions.

Finance Officer certification of the DIR shall be completed in a timely manner following notification that the DIR is ready for review and within time frames prescribed by the LGC. Failure to complete certification in a timely manner may result in the audit being considered late due to unit action rather than auditor performance.

The Auditor shall conduct the audit in accordance with generally accepted auditing standards and shall ensure that the financial statements are prepared in accordance with generally accepted accounting principles as of the fiscal year end. Budget-to-actual comparisons at the level of the legally adopted budget ordinance shall be presented in required supplementary information, separate from the basic financial statements, and shall not be included in the audit opinion. The Auditor shall confirm that such information reconciles to the financial statements and is consistent with applicable accounting guidance and any LGC reporting requirements.

The Finance Officer shall certify in a timely manner that all data inputted in LOGOS used for preparation of the financial statements and required supplementary information is complete and accurate.

For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and preaudited if the change includes a change in audit fee (preaudit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Paragraph 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in The Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and Finance Officer also shall be included on this contract.
20. The contract shall be executed, preaudited (preaudit requirement does not apply to hospitals) and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. The Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if the Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 or 2024 Revision* (as applicable). Preparing financial statements in their entirety shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, the Auditor must document and include in the audit workpapers how the Auditor reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The Auditor shall present the audited financial statements including any compliance reports to the Government Unit's Governing Board or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary of the LGC. The Auditor's presentation to the Governing Board or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the Auditor, and any other issues related to the internal controls or fiscal health of the Government Unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the Auditor regarding internal controls as required by current auditing standards;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the Governing Board that the Governing Board shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under Rule 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary of the LGC through the LGC's LOGOS system, including completion of the Data Input Report (DIR). Submission is not complete and shall not be accepted by the LGC until the Finance Officer has reviewed and certified the DIR in accordance with Paragraph 14 of this contract.

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Paragraph 17 for clarification).

31. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and Units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>.

32. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

33. **Applicable to audits with fiscal year ends of June 30, 2025, and later.** The Unit authorizes the LGC to grant access to the LGC's LOGOS system, including the Data Input Report (DIR), to employees of the contracted audit firm who are associated with and acting on behalf of the firm for purposes of performing audit and reporting services under this contract. Such access shall be limited to the scope necessary to perform contracted services and shall not relieve the Auditor or the Unit of their respective responsibilities under this contract.

34. Changes or edits to the text of this contract form are not permitted, except for the Secretary's authority to revise or update this contract form pursuant to LGC Rule 20 NCAC 03. 0502.

For contracts with an anticipated audit submission date exceeding six months after fiscal year end, please use this space to explain the reason for the late submission, as required by Paragraph 6 of this contract form:

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Paragraph 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: The individual at the Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name: Tonya Dozier	Title and Unit / Company: Finance Director	Email Address: tdozier@weavervillenc.org
------------------------------	--	--

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter but may not be included in this contract or in any invoices requiring approval of the LGC. See Paragraphs 8 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit firm for correction.

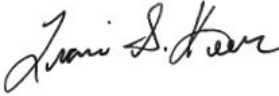
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the Unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in Rule 20 NCAC .0503 shall be submitted to the Secretary of the LGC for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

Primary Government Unit	Town of Weaverville
Audit Fee (financial and compliance if applicable)	\$ 30,000
Fee per Major Program (if not included above)	\$ 3,900 (NTE amount includes 2 major programs)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$ 6,000
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 43,800

Discretely Presented Component Unit	
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Gould Killian CPA Group, P.A.	
Authorized Firm Representative (typed or printed)* Travis S. Keever	Signature* 
Date* 04/12/26	Email Address* tkeever@gk-cpa.com

GOVERNMENTAL UNIT

Governmental Unit* Town of Weaverville	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

GOVERNMENTAL UNIT – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by This Transaction:	\$ 43,800
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Preaudit Certificate*	Email Address*

**SIGNATURE PAGE – DPCU
(complete only if applicable)**

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

DPCU – PREAUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1). Not applicable to hospital contracts.

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)*	Signature*
Date of Preaudit Certificate*	Email Address*

Remember to print this form, and obtain all required signatures prior to submission.

PRINT

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 18, 2026
Subject: Response Letter to LGC – Audit – Financial Performance Indicator of Concern – Water Asset Depreciation
Presenter: Town Finance Director
Attachments: Response Letter to Local Government Commission (LGC)

Action Requested:

Town Manager Harris and Finance Director Dozier recommend approving and signing the attached letter to the Local Government Commission.

This letter explains the Town’s current plan to expand our water treatment plant and shows that we are already responding to the fact that our Water Fund assets are more than 50% depreciated by working on replacement of aging assets.

The letter must be signed by all members of Town Council as well as the Town Manager and Finance Director.

Description/Summary of Request:

The Town’s auditor during his audit presentation in January 2026 noted the Fiscal Year 2024-2025 Audit revealed a Financial Performance Indicator of Concern (FPIC) that requires a response letter to the Local Government Commission (LGC). The following is a summary of the FPIC noted:

Water and Sewer fund assets are greater than 50% depreciated. This can be indicative of significant capital needs related to water/sewer infrastructure in the near future.

The LGC wants to confirm that the Town is aware of this and has plans to address it. The attached letter to the LGC explains the Town’s current plan to expand our water treatment plant and shows that we are already addressing the issue.

The Town of
Weaverville
NORTH CAROLINA

May 18, 2026

Department of State Treasurer
Local Government Commission
3200 Atlantic Ave, Raleigh NC 27604

Re: Financial Performance Indicator of Concern from FY 2024-2025 Audit

To Whom It May Concern:

This letter is to address a Financial Performance Indicator of Concern (FPIC) that was identified in our recent fiscal year 2024-2025 audit. The FPIC that is noted is that the Town's water assets are now greater than 50% depreciated.

At this time, the Town has actively begun the process of upgrading and expanding its Water Treatment Plant. Engineers have been retained and are currently working on the design and permitting for the project and a capital project fund for this purpose was established in 2021. The Town was recently awarded a \$15 million grant from the State of North Carolina to help fund the expansion. The plant expansion is estimated to be completed in 2028 and, once completed, aging elements of the existing plant can also be addressed.

In addition to the Water Treatment Plant expansion, the Town implemented a *Waterline Repair & Replacement Program* in 2023 and since then has undertaken capital improvement projects for waterline replacements with the current project expected to be completed in June 2026. The Town was awarded a \$4M USACE grant that will also provide for the replacement of some of the Town's oldest waterlines in the downtown area and an important waterline extension that will provide some resiliency in the system.

The Mayor, Town Council, Town Manager, and the Finance Director of the Town of Weaverville have reviewed this Financial Performance Indicator of Concern and, as indicated by the signatures below, hereby submits this response to the LGC.

Mayor Gary D. Lawrence

Town Councilmember John Chase

Town Councilmember Peter McGuire

Town Councilmember Jennifer Young

Town Councilmember Phil Barnett

Town Councilmember Mark Endries

Town Councilmember Andrew Nagle

Town Manager, David Scott Harris

Town Finance Director, Tonya Dozier

30 South Main Street • Weaverville, NC 28787 (PO Box 338)

(828) 645-7116 • Fax (828) 645-4776

www.weavervillenc.org

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 18, 2026
SUBJECT: WTP Resiliency Project - Change Order #3 and #4
PRESENTER: Public Works Director Reece
ATTACHMENTS: Proposed Change Orders

COUNCIL ACTION REQUESTED:

Town Council action to approve/ratify Change Order No. 3 and No. 4 as presented, with the following suggested motion:

I move the approval/ratification of Change Order No. 3 and No. 4 to the TP Howard Contract as presented.

DESCRIPTION/SUMMARY OF REQUEST:

TP Howard has been working at the Water Treatment Plant on the resiliency projects that include the installation of the backup generator at the raw water intake and the chlorine gas conversion. The contractor and engineer are recommending a change from an air actuated transfer pump to an electrically actuated transfer pump. This change has been reviewed by Town staff and approved.

Change Order #3 does not increase the cost of the project or the number of days to complete it, but changes from an air actuated transfer pump to an electrically actuated transfer pump.

Change Order #4 is to replace the existing 2" backflow preventor on the 2" PVC line to be used to fill the bulk tanks at an added cost of \$3,147.00.

The Public Works Director and Town Manager recommend the approval or ratification of both of these change orders.

Date of Issuance: <u>5/6/26</u>	Effective Date:
Owner: Town of Weaverville	Owner's Contract No.:
Contractor: <u>T.P. Howard's Plumbing Co., Inc.</u>	Contractor's Project No.: <u>UT25-424</u>
Engineer: WithersRavenel	Engineer's Project No.: <u>22-0112</u>
Project: Weaverville Raw Water Generator Placement and Chlorine Conversion	Contract Name:

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

Description: Change from air actuated transfer pumps to electrically actuated pumps.

Attachments: *[List documents supporting change]* N/A

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
<p>Original Contract Price:</p> <p><u>\$ 1,818,568.00</u></p>	<p><i>[note changes in Milestones if applicable]</i></p> <p>Original Contract Times:</p> <p>Substantial Completion: <u>5/9/26</u></p> <hr/> <p>Ready for Final Payment: <u>6/8/26</u></p> <hr/> <p>_____ days or dates</p>
<p>[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>2</u>:</p>	<p>[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u>:</p> <p>Substantial Completion: <u>5/9/26</u></p> <hr/> <p>_____</p>

EJCDC® C-941, Change Order.

Prepared and published 2013 by the Engineers Joint Contract Documents Committee.

\$ 6,033.00

Ready for Final Payment:

6/8/26

_____ days

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial Completion:

5/9/26

\$ 1,824,601.00

Ready for Final Payment:

6/8/26

_____ days or dates

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

Substantial Completion: 0 Days

\$ 0.00

Ready for Final Payment: 0 Days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial Completion: 5/9/26

\$ 1,824,601.00

Ready for Final Payment: 6/8/26

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Lindsay L. Mize

By: _____

By: John C. Mat

Engineer (if required)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Lindsay L. Mize, Senior Project Engineer

Title: _____

Title: Senior Project Manager

Date: May 8, 2026

Date: _____

Date: 5/6/26

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____

Date of Issuance: 5/6/26	Effective Date:
Owner: Town of Weaverville	Owner's Contract No.:
Contractor: T.P. Howard's Plumbing Co., Inc.	Contractor's Project No.: UT25-424
Engineer: WithersRavenel	Engineer's Project No.: 22-0112
Project: Weaverville Raw Water Generator Placement and Chlorine Conversion	Contract Name:

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

Description: **Replace the existing 2" backflow preventor on the 2" PVC line to be used to fill the bulk tanks.**

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

CHANGE IN CONTRACT PRICE	CHANGE IN CONTRACT TIMES
<p>Original Contract Price:</p> <p>\$ <u>1,818,568.00</u></p>	<p><i>[note changes in Milestones if applicable]</i></p> <p>Original Contract Times:</p> <p>Substantial Completion: <u>5/9/26</u></p> <hr/> <p>Ready for Final Payment: <u>6/8/26</u></p> <hr/> <p>_____ days or dates</p>
<p>[Increase] [Decrease] from previously approved Change Orders No. <u>0</u> to No. <u>3</u>:</p>	<p>[Increase] [Decrease] from previously approved Change Orders No. <u> </u> to No. <u> </u>:</p> <p>Substantial Completion: <u>5/9/26</u></p> <hr/> <p>_____</p>

\$ 6,033.00

Ready for Final Payment:
6/8/26

_____ days

Contract Price prior to this Change Order:

Contract Times prior to this Change Order:

Substantial Completion:
5/9/26

\$ 1,824,601.00

Ready for Final Payment:
6/8/26 days or dates

[Increase] [Decrease] of this Change Order:

[Increase] [Decrease] of this Change Order:

Substantial Completion: 0 Days

\$ 3,147.00

Ready for Final Payment: 0 Days

Contract Price incorporating this Change Order:

Contract Times with all approved Change Orders:

Substantial Completion: 5/9/26

\$ 1,827,748.00

Ready for Final Payment: 6/8/26

RECOMMENDED:

ACCEPTED:

ACCEPTED:

By: Lindsay L Mize

By: _____

By: Ad. C. Mize

Engineer (if required)

Owner (Authorized Signature)

Contractor (Authorized Signature)

Title: Lindsay L. Mize
Senior project Engineer

Title: _____

Title: Senior Project Manager

Date: May 8, 2026

Date: _____

Date: 5/6/26

Approved by Funding Agency (if applicable)

By: _____ Date: _____

Title: _____



FEL - #009 ASHEVILLE, NC
 35 LONDON ROAD
 ASHEVILLE, NC 28803-2706

Phone: 828-274-0001
 Fax: 828-274-2015

Deliver To: PAT From: Justin Poole justin.poole@ferguson.com Comments:

14:27:18 MAY 06 2026

FERGUSON ENTERPRISES LLC #34

Price Quotation
 Phone: 828-274-0001
 Fax: 828-274-2015

Bid No: B173980
Bid Date: 05/06/26
Quoted By: JMP

Cust Phone: 828-628-1369
Terms: 2% 10TH NET 25TH

Customer: T P HOWARDS PLUMBING CO INC
 90 NUMBER NINE ROAD
 FAIRVIEW, NC 28730

Ship To: T P HOWARDS PLUMBING CO INC
 90 NUMBER NINE ROAD
 FAIRVIEW, NC 28730

Cust PO#:

Job Name: WEAVERVILLE

Item	Description	Quantity	Net Price	UM	Total
W975XL2K	LF 2 BFP W/ BV RPZ QT IN STOCK AT LONDON RD	1	1603.463	EA	\$1603.46

Net Total: \$1603.46
Tax: \$112.24
Freight: \$0.00
Total: \$1715.70

Quoted prices are based upon receipt of the total quantity for immediate shipment (48 hours). SHIPMENTS BEYOND 48 HOURS SHALL BE AT THE PRICE IN EFFECT AT TIME OF SHIPMENT UNLESS NOTED OTHERWISE. QUOTES FOR PRODUCTS SHIPPED FOR RESALE ARE NOT FIRM UNLESS NOTED OTHERWISE.

Due to the uncertain impact of potential tariffs, Ferguson's quotation/proposal has not included any provision or contingency for future tariffs or increase of existing tariffs. Ferguson reserves the right to adjust prices to reflect the impact of any new or increased tariffs that affect our costs at the time of shipment. Ferguson will provide notice of any such adjustments along with documentation supporting the changes.

CONTRACTOR CUSTOMERS: IF YOU HAVE DBE/MBE/WBE/VBE/SDVBE/SBE GOOD FAITH EFFORTS DIVERSITY GOALS/ REQUIREMENTS ON A FEDERAL, STATE, LOCAL GOVERNMENT, PRIVATE SECTOR PROJECT, PLEASE CONTACT YOUR BRANCH SALES REPRESENTATIVE IMMEDIATELY PRIOR TO RECEIVING A QUOTE/ORDER.

Seller not responsible for delays, lack of product or increase of pricing due to causes beyond our control, and/or based upon Local, State and Federal laws governing type of products that can be sold or put into commerce. This Quote is offered contingent upon the Buyer's acceptance of Seller's terms and conditions, which are incorporated by reference and found either following this document, or on the web at <https://www.ferguson.com/content/website-info/terms-of-sale>
 Govt Buyers: All items are open market unless noted otherwise.

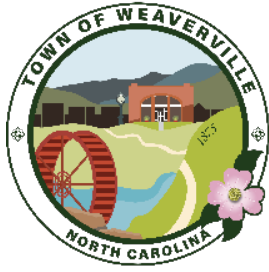
LEAD LAW WARNING: It is illegal to install products that are not "lead free" in accordance with US Federal or other applicable law in potable water systems anticipated for human consumption. Products with *NP in the description are NOT lead free and can only be installed in non-potable applications. Buyer is solely responsible for product selection.
 Buyer shall accept delivery of products within 60 days of Seller receiving the products at Seller's warehouse. If Buyer causes or requests a delay in delivery of the products, Buyer may be subject to storage fees and additional costs caused by such delay. Seller reserves the right to requote the products and reschedule the delivery date, subject to manufacturer's lead times and price increases, if Buyer is unable to accept delivery within 60 days.

HOW ARE WE DOING? WE WANT YOUR FEEDBACK!

Scan the QR code or use the link below to complete a survey about your bids:



<https://survey.medallia.com/?bidsorder&fc=9&on=100893>



TOWN MANAGER'S REPORT May 2026

Mayor/Council,

City Vision Conference

I got to attend portions of the North Carolina League of Municipalities City Vision Conference during the week of May 11 with Councilmembers Jennifer Young and Phil Barnett. We all gained a lot of information and made good connections with our counterparts across the State. As a part of that conference, I was also presented with the Advanced Municipal Leader (AML) Certificate of Municipal Excellence that recognizes the various classes I have taken over the last year.

Trash Trout Litter Trap in Reems Creek

The nonprofit GreenWorks operating out of Asheville has selected Reems Creek as one of three locations in Buncombe County for the free installation and upkeep of a Trash Trout Litter Trap. Any bit of litter and debris that can be caught and removed from our waterways is an environmental benefit.



Relief from Satellite Annexation Cap

Senators Julie Mayfield and Daniel Moffitt have sponsored a local bill that would remove the Town of Weaverville from the 10% satellite annexation cap found in NCGS 160A-58.1(b). This local bill (SB811) passed out of the Senate with a unanimous vote and is now pending in the House.

Advent Health

Advent Health is holding a community engagement meeting forum from 4-6 pm at the Community Center on Monday May 18th.

USACE Grant

Representatives from US Army Corps of Engineers will be onsite on May 20 to conduct a full plan set review with Town staff on the waterline replacement portion of this grant project. These waterline replacements are expected to be out for bid this Fall.

Northridge Farms Update

The culvert crossings appear to be close to completion and will allow the shifting of traffic from Gill Branch Road to Northridge Commons Parkway. A gate and signage will be installed to direct construction traffic through Northridge Commons and away from the neighborhood along Gill Branch Road.

There are active conversations around their streets and greenway connection, including a meeting that is scheduled to occur just prior to tonight's Town Council meeting. It is our hope that we will have a good update to present to Town Council during your June meeting with discussion and direction around those topics.



Main Street Nature Park Stormwater/Streambank Restabilization Project

Land of Sky Regional Council staff assisted the Town by submitting a 2026 NC Land and Water Fund Restoration Grant application requesting an additional \$135,700 in grant funding for this project. A representative from the NC Land and Water Fund conducted an onsite visit on April 30 and offered positive comments during the visit. Grant awards will be announced on October 1. If awarded, the Town will need to adopt restrictions that would prohibit any disturbance within identified stream buffers as a condition of funding. Staff does not believe that this will be unduly burdensome and will review this with Town Council in more detail if awarded funding.

Speaking and Teaching Events

My recent and upcoming speaking and teaching engagements include the following:

April 28th – Weaverville Business Association (WBA) Meeting

May 9 – Delivered keynote address at AB Tech Fire Academy Graduation

May 13 – Taught Social Media/1st Amendment Class at Fire Chiefs' Conference

LIFT Grant Application for Outdoor Pickleball Center

The Town's LIFT grant application for the outdoor pickleball center at 115 Reems Creek Road is currently pending. We are expected to be notified on May 20 if we are invited to participate in Phase 2. The Phase 2 submittal deadline is July 15 and Councilmember Barnett, Town staff, and others will be working on submittals for the Phase 2 requirements if we are successful with Phase 1. One of the required documents is a lease agreement and that item will be on Town Council's agenda for approval at your June meeting in order to meet the July deadline.

Memorial Day Observance

Weaverville's annual observation of Memorial Day will be held at 11:00 a.m., Monday, May 25th at the Community Center overlooking Lake Louise. The guest speaker is US Army Sergeant First Class (retired) Donald Funderud who served in active duty from 1971-1973, and in the US Army Reserves for 20 years. The invocation and benediction will be provided by Rev. Lou Grant of Zion Missionary Baptist Church and the Asheville Senior Chorus will lead the singing of the National Anthem along with a patriotic song medley. Amazing Grace will be performed live on bagpipes by Howard Dusenbury.

We invite you to join us as we pay tribute to our fallen men and women who have bravely served and protected our country. Free parking is available at the Community Center with additional spaces at the Outdoor Recreation Center lot and below the Community Center.

The Patriotic Committee works hard to organize these events and I am grateful to those serving on this committee.

Upcoming Town Meetings/Events

May 25 – Memorial Day Observance at 11 am at the Community Center; Town offices closed

June 1 – Planning Board Meeting at 4pm

June 3 – Tree Board Meeting at 6pm

June 6 – Music in the Park at 6pm (Band is "My New Favorites")

June 8 – Town Council Regular Budget Workshop Meeting at 6pm

June 22 – Town Council Regular Meeting at 6pm



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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

PUBLIC HEARING

MEETING DATE: May 18, 2026

SUBJECT: Proposed FY2026-2027 Budget

PRESENTER: Town Manager Harris

ATTACHMENTS: Public Hearing Notice
Summary of Original Proposed Budget and Updated Proposed Budget; Town Manager’s FY2027 Budget Message and Proposed Budget

COUNCIL ACTION REQUESTED:

Town Council is asked to hear from the public on the FY2026-2027 Budget that has been proposed by the Town Manager and the updates to that budget that are being recommended.

DESCRIPTION/SUMMARY OF REQUEST:

Town Manager Harris presented his proposed FY2026-2027 budget to the public and Town Council on April 13. This proposed budget was posted on the Town’s website and available for public inspection at Town Hall since April 14. A public hearing on this proposed budget was scheduled for tonight’s meeting as required by law.

Manager Harris will be at tonight’s meeting to briefly review his budget and proposed changes in advance of hearing from the public on this important topic.

TOWN OF WEAVERVILLE
NOTICE OF PUBLIC HEARING ON FY:2026-2027 ANNUAL BUDGET

The Fiscal Year 2026-2027 proposed budget has been submitted to Town Council for the Town of Weaverville and is available for public inspection in the office of the Town Clerk at Town Hall, 30 S. Main Street and online at www.weavervillenc.org .

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled monthly meeting on **Monday May 18, 2026, beginning at 6:00 p.m., or as soon thereafter as the matter may be reached, for the purpose of receiving public input on the Fiscal Year 2026-2027 proposed annual budget.**

This public hearing will occur as an in-person meeting in Town Council Chambers/Community Room, Town Hall, 30 S. Main Street, Weaverville, N.C.

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearings and will be distributed to Town Council. Written public comments can be submitted: (1) by EMAILING to public-comment@weavervillenc.org at least 6 hours prior to the meeting, (2) 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, or (3) BY MAILING your written comment (must be received not later than the day of the meeting) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments.

If you would like ADDITIONAL INFORMATION or to review the content related to the Public Hearing, or have questions regarding how to submit a comment, you may contact Town Clerk, Tamara Mercer at 828-484-7003 or tmercerc@weavervillenc.org.

TOWN OF WEAVERVILLE
 FY2026-2027 PROPOSED BUDGET SUMMARIES

TOWN MANAGER'S ORIGINAL PROPOSED FY27 BUDGET	
General Fund	\$10,828,272
Fire Fund	\$4,855,923
Water Fund	\$4,183,265
Total	\$19,867,460
Tax Rate with Reval	\$0.31
Tax Rate without Reval	\$0.455
Use of General Fund	\$1.25M
Water Rate	+5%
Use of Water Fund	\$560,000
Notes:	
+Full-Time Positions Added = 1 HR Position, 1 part-time Finance/Front Office; 2 Police Officers, 1 Maintenance Tech (funding ½ year), 1 WTP Operator +Proposed COLA = 3% +Health Insurance Increase = 8% +Vehicles/Equipment Added = PD 4 Patrol Vehicles, PW 2 Ford F-150s & 1 Swaploader, PW Message Board & Arrow Board, Light tower replacement, Security Cameras, PD Drone & Safety Equipment, FD Rescue Equipment, Water Meter Replacements +Capital Project Funding = <ul style="list-style-type: none"> • Waterline Replacements • WTP Claricone Pipe Insulation • Backup generator at High Bluff Tank • Stormwater Improvements • Playground Resurfacing 	

TOWN MANAGER'S UPDATED AND RECOMMENDED FY27 BUDGET	
General Fund	\$10,914,699
Fire Fund	\$5,179,210
Water Fund	\$4,276,537
Total	\$20,370,446
Tax Rate with Reval	\$0.32
Tax Rate without Reval	\$0.46
Use of General Fund	\$1.14M
Water Rate	+5%
Use of Water Fund	\$660,000
Notes:	
+Updated Property Tax Revenue +Fire Fund Cost-Share Contribution from County (anticipated) +FD Salaries (recruitable wages) +PD Salaries (pay parity) +Retention (Holiday) Bonuses +PW Maintenance Tech (funding from ½ to 1 year) +PW Living Wages + Main Street Lighted Holiday Tree +IT Services Unexpected Increase +Water Engineering Services +Policy amendments: <ul style="list-style-type: none"> • 2% 401(k) contribution with matching up to 6% • Increase pd parental leave from 2 wks to 4 wks • Increase starting annual leave from 2 wks to 3 wks 	



April 13, 2026

Dear Mayor and Members of Town Council:

North Carolina's Local Government Budget and Fiscal Control Act names me, your Town Manager, as budget officer and directs that I prepare and submit for your consideration an annual budget.

I am, therefore, pleased to present for your consideration the Town of Weaverville's proposed budget for Fiscal Year 2026-2027 (FY27).

This budget has been prepared in accordance with the North Carolina Local Government Budget and Fiscal Control Act. The budget is balanced and represents a concerted effort to serve the citizens of Weaverville with a focus on sustainability and resiliency during a time of uncertainty and change.



INTRODUCTION AND BUDGET HIGHLIGHTS

The Town of Weaverville's governmental services are funded through budgets adopted for a General Fund that includes administration, finance, planning, police, facilities maintenance, Community Center, and public works functions of streets, sanitation, stormwater and grounds maintenance; a special revenue Fire Fund; and a public enterprise Water Fund that includes water administration, water production, and water distribution.

Ordinances have also been adopted to establish budgets for capital reserve funds, capital project funds, and grant project funds.

This budget message will provide background information and highlights of all fiscal matters for FY27.

FINANCIAL POSITION AND FUND BALANCE

The Town's financial position in all funds is very sound, but it is important to recognize the difference between a cash flow position and the Town's financial position based on assets.

The Town's general fund balance as of June 30, 2025, totaled \$6.7M with an available balance of \$5.6M. The water fund's equivalent, unrestricted net position, was \$6.9M as of June 30, 2025. Town Council's policy on fund balance minimums and targets was formalized in 2024, although it has been in practice for many years. Your focus on maintaining a healthy fund balance has resulted in funds being available to pay for large capital projects and equipment purchases without incurring debt and to provide readily available financial resources to react to major disasters and financial uncertainty.

While the financial position is sound, we do have challenges in meeting our operational expenditures with our projected revenues, especially as we respond to growth pressures in advance of associated property tax revenue. Overuse of fund balance, especially for operating expenses, is not sustainable; however, use of some fund balance was needed to present a budget that is balanced and that meets the minimum needs of the growing Town. I have approached its use cautiously.

PROPERTY TAXING AUTHORITY

A majority of the General Fund budget is funded through property taxes. Property taxes are used by most municipalities to fund, among other things, police and fire services, and street improvements. Based on a House Committee report issued in March 2026, it appears that the North Carolina General Assembly may be considering bills that would reduce or limit local governments' ability to levy property taxes that would greatly impact the Town's ability to fund critical governmental services. I urge Town Council to oppose state-imposed limits on local property tax authority.

PRESSURES FROM ANTICIPATED GROWTH

The Town of Weaverville continues to grow and attract new businesses, residents, and visitors. With projects that have been approved, the Town is expected to increase its number of residential dwelling units by approximately 33% in the next five years. AdventHealth's hospital campus is expected to come online within that same time period, which will increase access to medical care in our area and bring a large number of visitors to Weaverville on a daily basis. Growth in healthcare related businesses is expected to increase. There are exciting conversations concerning the former Balcrank facility at 115 Reems Creek Road, to be known as the "Dry Ridge Arcade" and "Ballcrank Pickleball Club", that is to include a pickleball complex that could become a significant economic driver for the Town and surrounding area.

The value to the Town's tax base as a result of development is not added until the completion of the projects and **Town staff is experiencing service delivery pressures as a direct result of this growth in advance of the anticipated revenue.**

So, this growth forecasts a bright economic future for the Town, but does come with challenges and this budget reflects the growing pains. In other words, budgets are tight right now, but we do expect an increase in revenues based on anticipated growth in the coming years.

REAPPRAISAL AND TAX APPEALS

This budget is based on Buncombe County's reappraisal that is effective as of this tax year. Many property owners experienced a large increase in tax value. Property tax appeals are underway and will result in a reduction in tax base for successful appeals. Some allowance has been made for the reduction in property values associated with successful tax appeals, but it will be several months before we will know if further reductions are to be expected. **Town's property tax revenue will remain uncertain until after the Town's deadline to adopt a budget.**

REVENUE NEUTRAL TAX RATE

In any tax reappraisal year I am required to report to you and the public the tax rate that would result in the property tax revenue from last year with a growth factor. Based on the currently available County data, **the revenue neutral tax rate, adjusted for growth, has been calculated to be \$0.27.** That calculation sheet was provided to you at your March 23, 2026, meeting, but is also available upon request.

BUDGET NEEDS EXCEED REVENUE PROJECTIONS

The Departmental requests included operational and capital expenditures that were thoughtful, based on actual and anticipated needs, and mindful that revenues are constrained. Unfortunately, the projected revenues do not fully cover the requested expenditures. This necessarily meant that cost-savings measures or deferrals had to be considered to balance the budget.

HIGH EXPECTATIONS IN SERVICE DELIVERY

Municipalities provide a wide range of local government services, and the Town of Weaverville provides a wider array of services than most other municipalities in Buncombe County. Town elected officials and the Town's Leadership Team consistently set high expectations for the work that we do at all levels. This is both inspiring and daunting as I try to support our staff so that local government services can be maintained or improved at a time of uncertainty, extreme growth, and budget constraints. **Investment in our personnel remains critical** for retention and recruitment, training and professional development, and long-term succession planning, all of which is necessary to maintain and improve local government services.

RECRUITMENT AND RETENTION

The Town's personnel is the most important and valuable resource to ensure effective and efficient service delivery. Attention has been on how to sustain and grow a professional and competent workforce in all areas of Town government. Areas that have been reviewed include the following:

- Competitiveness of salaries and benefits
- Succession planning in each department
- Training needs and opportunities, especially for supervisors
- Recruitment strategies
- Review of employee policies and procedures

Instead of merit increases available to all employees based on performance, **market adjustments** are planned for a more individualized approach that considers competitive salary

levels for each position in addition to employee performance. I have continued funding for the **Employee Incentive Program** that incentivizes professional development, enhanced customer service, and innovation.

I have included a **3% cost of living increase** (COLA) so all employees will receive some increase in their salaries in FY27. This percentage seems to be in line with area jurisdictions.

Healthcare insurance rates increased by approximately 8%. This is a moderate increase to ensure that the Town's employees have access to healthcare, a critical benefit to remain a competitive employer.

Other benefits are needed for retention and recruitment that have a more limited impact on financial costs:

- Increase in maternity/paternity paid leave from 2 weeks to 4 weeks;
- Employee Assistance Network and Responder Support Services;
- Automatic contribution of 2% to all employees' 401(k) with matching up to 6%
 - Provides some base level of deferred compensation for entry level employees that may not be able to afford to contribute

It is my firm belief that investing in personnel is much more than a budgetary item. It is workplace culture, professional development and coaching, providing tools and resources and a supportive and healthy working environment. It is recognizing that our employees are whole people with interesting and complicated lives outside of work and that we can no longer "do more with less".

STRATEGIES TO BALANCE THE BUDGET

The following strategies are recommended or have been used to balance the budget:

- Issue debt service for vehicles, fire apparatus, and some capital equipment;
- Delay budgeting for land purchase of fire station and finance when property located;
- Delay police department relocation, but actively searching for property;
- Include 3% cost of living adjustment, but pause merit increase in FY27;
- Fund the most critical new positions with primary focus on service delivery;
- Better allocate administrative services between funds;
- Develop a street rating system and improvement plan in FY27, but postpone needed street paving projects until FY28;
- Develop a sidewalk improvement plan in FY27 and consider funding in FY28;
- Increase use of in-house resources for facility and grounds maintenance;
- Use advancing technology where appropriate;
- Contract out for some services where appropriate;
- Continue to pursue grant funding.

VEHICLE AND EQUIPMENT FINANCING

I am recommending that the following be included in a vehicle/equipment financing: 6 vehicles, 1 swaploader, 2 fire engines, and water meter replacements. We are working with a broker to determine the loan with the best terms. Each purchase of equipment gets added to the master loan agreement so we won't pay interest on equipment until it is purchased. Debt service is included for the vehicle/equipment loan beginning in FY27. Debt service for water

meter replacement project will begin in FY28, if approved, and the rescue truck will be added when delivered, which is expected in 2028.

UNKNOWNNS AND ESTIMATES IN BUDGET

The budget has been prepared with several unknowns, so adjustments will likely be needed as we progress through the next budget meetings. Those unknowns included the following:

- Property tax revenue (property tax appeals pending)
- Property and liability insurance costs (renewal costs pending)
- Fire Fund Budget – Countywide fire tax and County approved fire budget allocation (County to adopt fire tax rate in April)
- County Public Safety Fees – Town’s cost-share of countywide public safety expenses (PSIP and CDE) is not finalized

BUDGET IN BRIEF

The full summary of the proposed FY27 budgets are attached and show a comparison to the FY26 budget. The proposed fund budgets, in brief, are as follows:

Fund	Proposed Budget	% Increase from FY26
General Fund	\$10,828,272	9.3%
Fire Fund	\$4,855,923	11.9%
Water Fund	\$4,183,265	19.2%
Total	\$19,867,460	11.9%

These proposed Town budgets represent an 11.9% increase over FY26.

Unfortunately, there were no alternatives to present a budget with a revenue neutral tax rate.

The proposed budget is balanced using a **property tax rate of \$0.31** per \$100 of assessed value, which is a proposed tax rate increase of **\$0.04 over revenue neutral**, and a **cautious usage of approximately \$1.25M of fund balance**, both of which are explained in more detail in the General Fund section below.

In keeping with the water rate study adopted in FY24, a **water rate increase of 5%** is included. The unrestricted funds in the Water Fund are expected to be used for the large capital projects that are underway or in some stage of development. **Funding of approximately \$560,000 from these unrestricted funds is proposed, largely for the Town’s cost-share for the waterline replacements under the USACE grant project.**

GENERAL FUND OVERVIEW

The General Fund supports traditional government services such as public safety, recreation, planning, streets, sanitation, and general administrative services. It is funded by ad valorem property taxes, sales and use taxes, investment earnings, ABC profit distributions, and locally generated fees such as facility rental fees, zoning application fees, etc. Highlights from the proposed general fund budget are noted below:



General Fund Revenues

- Buncombe County’s property reappraisal was just finalized and is reflected in the property tax revenues.
- Property tax revenue represents approximately 56% of the General Fund’s revenue, the single largest revenue source for the Town.
- The property tax revenue estimates included a growth rate of 4.7%.
- One cent of tax revenue = +/- \$186,875 (based on current County estimates).
- I am proposing a **property tax rate increase of \$0.04** over the revenue neutral rate. The rate increase is estimated to produce approximately \$747,500 in revenue.
- Examples of tax bills with the proposed property tax rate and the revenue neutral rate are shown below:

Property Value	Tax Bill with Proposed Tax Rate (\$0.31)	Tax Bill with Revenue Neutral Rate (\$0.27)	Difference
\$400,000	\$1,240	\$1,080	+\$160
\$450,000	\$1,395	\$1,215	+\$180
\$500,000	\$1,550	\$1,350	+\$200
\$750,000	\$2,325	\$2,025	+\$300
\$1,000,000	\$3,100	\$2,700	+\$400

- The proposed budget includes the use of **approximately \$1.25M of appropriated fund balance**. This amount will comfortably keep fund balance within the 20% minimum and 40% target percentages as adopted by Town Council and feels reasonable given the cash flow constraints discussed above.

- I recognize that the continued appropriation of fund balance for operational expenses is not sustainable, but it is needed until revenues related to property value appreciation and growth are realized or until we can determine how to more effectively balance projected revenues with operational expenses.
- After several of years of zero to no growth in sales tax revenue, the Town's sales tax revenue has been projected to increase by 3.5% over end-of-year projections.
- Revenue from the Utility Sales Tax is also expected to increase slightly in FY27, but only represents a minimal increase of general fund revenues.
- Investment earnings represent another important but more modest source of revenue. Due to uncertainty in the financial markets, rates are expected to decrease and the amount of money that the Town has invested is also slightly lower than in previous years. The proposed budget, therefore, reflects lower anticipated investment earnings of \$389,000 for both general fund and water fund.
- The ABC Store continues to thrive and the Town continues to benefit from its profit distributions. The ABC Board has undertaken a store expansion and has forecast lower profit distributions to the Town for FY27 so that it can focus its funds on that capital project.

General Fund Expenditures

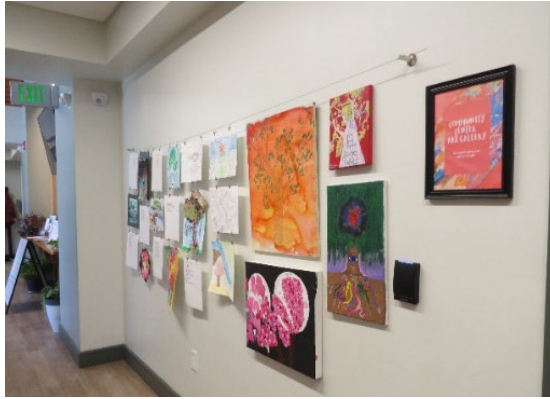
General Highlights

- The general fund supports the fire fund with a transfer each year. The amount needed for the fire budget will not be known until the County adopts its countywide fire tax and releases the approved fire district budgets. For now, a transfer of \$2,227,889 from the general fund to the fire fund is included for the Town's portion of the fire budget for FY27. This amount may change if required by the County.
- As a budget balancing strategy, I propose consolidating all vehicle purchases and several pieces of capital equipment, such as the swaploader and fire engines, into a vehicle/equipment loan. This will allow us to purchase the equipment needed and extending that cost over 5-10 years. Debt service on these vehicle/equipment purchases is estimated to be approximately \$139,000 per year for five years.
- Some revisions to the Town's pay plan, employee policies and procedures, and the fee schedule will be recommended.

Governing Body, Administration, Planning, Community Center Highlights

- Governing Body – No changes proposed or recommended.
- Administration – **1 full-time HR position** is recommended. While the community engagement/PIO position is needed, it could not be justified this year given other critical needs.
- Finance Department – **1 part-time front office position** to work at the front window at Town Hall is recommended.
- Planning Department – No changes proposed or recommended.

- Community Center – No changes proposed or recommended. There will be a continued focus on a wide range of community programming that includes families and young children.



- Community Programming and Events are funded within the FY27 budget:
 - Community Programming – Full schedule of around 30 free classes offered each month at Community Center
 - Youth Summer Programs and other events at the Community Center
 - Music Concerts –
 - 4 Summer concerts in the Main Street Nature Park
 - 4 Fall/Winter concerts at the Community Center
 - Storytelling – 12 events at the Community Center
 - Theater Performances – 5 events at the Community Center
 - Arbor Day Event – Tree planting and youth engagement
 - Patriotic Events – Memorial Day, 9/11 Observance, Veteran’s Day
 - Fourth of July Celebration – Band, Food Trucks, Fireworks
 - Pickleball Clinic – 5 clinics at the Recreation Complex
 - Holiday Events and Christmas Tree
- Current and proposed staffing:

	2015	2020	2025	Current	Recommended
Administration	2	3	4	4	+1 Human Resources
Finance	3	4	4	4	+1 Front Office (parttime)
Planning	1	1	2	2	-
Community Ctr	-	1	2	2	-

- Requested but not funded:
 - Community Engagement/PIO position
 - Capital improvements at Town Hall/Police Department building
 - Downtown restrooms were not included in the budget.
 - Emergency backup generator at the Community Center

- Not all of the outside agency funding support could be included due to the budgetary constraints. Outside agency support and funding includes the following:
 - Weaverville Business Association –
 - \$6,000
 - Town staff support of WBA events: Shamrock Festival, Music on Main, Salute to Summer, Art in Autumn, Candlelight Stroll
 - Senior Meals Program – \$6,000
 - WEDAC - \$2,000





Police Department Highlights

- Vehicle/Equipment Request – **4 patrol vehicles** are recommended – 2 for the new positions that are recommended and 2 replacement vehicles. These vehicles are included in the vehicle/equipment loan.
- Capital Requests –
 - **Added security cameras** are recommended
 - **Drone, speed alert trailer, and additional street barriers** are recommended
 - **Safety equipment** and other **essential law enforcement equipment** are recommended and included
 - Not included due to financial constraints:
 - Restroom trailer at the range
 - Public Safety Facility funding
- The Town’s cost-share of the County public safety fees for Public Safety Interoperability Partnership (PSIP) and Centralized Data Entry (CDE) is not yet finalized but some amount has been included.
- Personnel Request – **2 full-time police officer positions** are recommended as it is needed to respond to the existing growth pressures of residents and visitors and as a first step in expanding service capacity within existing squads. It is expected that these officers will work “peak” hours and can focus on traffic-related matters when available. These positions were requested last year.
- **Responder Support Services** is funded with this FY27 budget.
- The two 1/2-year over hires were not recommended, but staffing needs can be managed with the timing associated with the hire of the new positions.
- Current and proposed staffing:

	2015	2020	2025	Current	Recommended
Police Personnel	15	17	21	22	+2 Police Officers

Public Works [Sanitation, Streets, Stormwater, Grounds Maintenance] – Highlights

- Vehicle/Equipment Request – **2 vehicle replacements** and a **replacement swaploader** are recommended to be included in the vehicle/equipment loan;



- Capital Request –
 - **Playground resurfacing** is recommended to replace damaged surface and provide a safe play area for our youngest residents and visitors;
 - **1 mower, 1 message board, and 1 arrow board** have been recommended;
 - Funds for **stormwater improvements** are recommended;
 - Not included due to financial constraints:
 - fitness equipment area upgrade
 - swing set area resurfacing (can wait until next year)
 - Additional mower - 2 steep grade mowers requested; 1 mower funded
- Personnel Request – **1 fulltime maintenance technician position with funding beginning in January 2027**. This position will primarily be assigned with stormwater responsibilities, but will also provide general PW assistance as needed. A second maintenance technician position was requested but not recommended in FY27.
- Current and proposed staffing:

	2015	2020	2025	Current	Recommended
PW Personnel	13	13	14	14	+1 Maintenance Tech

- The street repaving project for FY26 just concluded so the focus in FY27 will be to develop a street rating system and street improvement plan for implementation beginning in FY28. Any remaining money in that budget and Powell Bill funds can be reappropriated and carried forward to the next paving project.
- A sidewalk program has not yet been initiated within the Town but should be considered in future years to support the Active Weaverville Plan. Budget constraints do not allow for this funding in FY27, but some fees in lieu of sidewalks are currently held in a capital reserve fund and will need to be used on new sidewalk installation, likely to support the Meribel affordable housing project. Work in FY27 can focus on the development of a sidewalk improvement plan.
- Funding for engineering services has been included in the budget.



FIRE FUND OVERVIEW

The Town's Fire Department (WFD) handles calls both inside the Town's municipal limits and within the North Buncombe Fire District. The Town is required to operate a special revenue fund for the fire department, separate from its general fund, in order to receive tax revenue from the County's North Buncombe Fire Tax District.

Fire Fund Revenues

- Buncombe County is mindful of the percentage breakdown of calls when approving funding and strives to keep their portion of funding close to their call percentage.
- The County is implementing a countywide fire tax this year which will be set by the Buncombe County Board of Commissioners.
- Sales tax within that fire tax district is also a revenue source, but not overly significant in amount.
- The Town supplements this fund by providing the remaining funding to balance the revenues and expenditures in this fund. This proposed budget includes a Town contribution of \$2,227,889. This contribution comes as a transfer from general fund revenues.

Fire Fund Expenditures

- Town Council has approved the purchase of the following fire apparatus:
 - New engine in FY24 with delivery expected in November 2026 - \$1,092,804
 - New engine in FY26 with delivery expected in May 2026 - \$1,052,346
 - Rescue Truck in FY26 with delivery expected in 2028 - \$1,367,741
- The **two fire engines** will be included in the vehicle/equipment loan. The rescue truck can be added to the financing when it is ready for delivery.

- The total amount that has been set aside and can be used for fire truck purchases is approximately \$700,000. This amount can be applied to the purchase of the two trucks that are expected to be delivered in 2026, which will lower the amount that will need to be financed. Debt service payments have been budgeted beginning with FY27 and are estimated to be approximately \$183,000 per year for ten years.
- Capital Requests –
 - Additional Fire Station(s) – To meet anticipated contractual obligations with County the Town will need to add one or two fire stations within our fire service area. We are actively searching for property and considering other options. The purchase of land and construction of a fire station will have to be financed and no funds have been budgeted for FY27 since property has not yet been located.
 - The **rescue equipment** that was requested has been funded.
- New apparatus bay was not recommended or funded but can be added to a second fire station.
- WFD service delivery in the Reems Creek area is difficult due to the geographic distance from the Town’s Fire Station on Monticello Road and lack of Town property in the Reems Creek area. An Automatic Aid Agreement was put in place with Reems Creek Valley Fire Department (RCVFD) in 2024. Active negotiations are underway between WFD and RCVFD on a new or modified agreement.
- Personnel Request – None requested or recommended in FY27; focus on competitive salaries. An increase of 12 employees will be needed for any fire station added.
- Current and proposed staffing:

	2015	2020	2025	Current	Proposed
Fire Personnel	18	24	30	30	-



WATER FUND OVERVIEW

The critical need for clean and safe drinking water was underscored with Hurricane Helene. This recent disaster has revealed some operational vulnerabilities that are important to address with this budget. This includes the addition of one full-time employee at the Water Treatment Plant.

The Water Fund supports the water production operations at the Water Treatment Plant located on the Ivy River and the water distribution system consisting of the many miles of waterlines and various pump stations and storage tanks that get the drinking water produced by the Town to its customers. Revenues in this fund include the money generated by water rates and water system development fees.

Town Council has established a 20% minimum for the “unrestricted net position” in the water fund, the equivalent of fund balance on the general fund side, and a target of 50%. The balance of unrestricted net position as of June 30, 2025, was \$6.9M. This proposed FY27 includes using approximately \$560,000 from the unrestricted net position water funds.

Highlights from the proposed water fund budget are noted below.

Water Fund Revenues

- Proper budgeting for enterprise funds, such as the Town’s Water Fund, requires that revenues be sufficient to cover all operating costs and debt service.
- USDA revenue bonds are in place for the waterline extension project completed in FY21 also require careful attention to the revenue streams in the water fund.
- The Town engaged WithersRavenel in FY24 to conduct a water rate study and establish a rate plan to ensure the fiscal health of the water fund over a 10-year period. Town Council adopted the water rate plan beginning with FY25.
- The FY27 budget includes the recommended 5% increase in water rates and continuation of the planned restructuring of fees over a five-year period as set out in the adopted water rate plan. A corresponding amendment to the FY27 fee schedule will be recommended.
- Revenues associated with water system development fees are difficult to predict as they are billed at the completion of projects, which is not typically known in advance. A reasonably conservative amount for this revenue has been budgeted, but it really is a guess.

Water Fund Expenditures

Public Works [Water Production and Water Distribution] - Highlights

- Vehicle Request – Not recommended; vehicle reassigned from a different PW division.
- Capital Request – The following capital requests are recommended and included in the FY27 budget:
 - **Backup generator installation** for pump station for Hillcrest/High Bluff Tank
 - Grant funds sought in FY26 but not awarded
 - Included in FY26 budget, but not purchased as prices increased
 - FY26 funds to be reappropriated
 - **Insulation of the pipes to the Claricone** at the Water Treatment Plant
 - Replacement of **light tower** (with LED)
 - Cost-share for the **waterline replacements** in USACE grant project.
 - Meter Replacement Project –
 - The Metron Farnier radio-read meters that are prevalent in the water system are obsolete and must be replaced. These meters are likely impacting water revenues.
 - Outside funding has been requested twice, but no award made.
 - We can't delay this project any longer.
 - Three companies were vetted and have or are providing proposals: Metron Farnier, Sensus, and Aclara/Miller Supply.
 - **One-time purchase of automatic-read meters with installation is recommended and expected to be approximately \$1.4M. This equipment can be included in the vehicle/equipment financing with the first payment due in FY28.**
 - **Immediate meter inventory replacement = \$30,000 in FY27**
 - Formal presentation and recommendation will be brought to Town Council once all proposals received and reviewed.
- Personnel Request – The addition of **1 full-time water plant operator** is recommended for safe operations by ensuring 2 operators for each shift and succession planning.
- Current and proposed staffing:

	2015	2020	2025	Current	Recommended
Water Distribution	5	5	6	6	-
Water Production	4	5	5	7	+1 WTP Operator

- Additional staffing in Water Distribution is also needed as the aging water system is experiencing breaks and leaks and the system itself is growing. This need could not be funded this year due to budget constraints but should be strongly considered in FY28.
- Funding for engineering services has been included in the budget.
- Debt service expenses in the Water Fund will remain relatively unchanged for FY27. This debt consists of the original general obligation bonds and USDA revenue bonds issued in 2021 for the waterline extension project along Ollie Weaver Road and Clarks Chapel Road.

CAPITAL PROJECT/GRANT FUNDS OVERVIEW

Water System Capital Project Fund

The Town has large capital projects in various stages of planning, design, and bidding that are underway for the Water System including: Water Treatment Plant (WTP) Resiliency Project and WTP Expansion Project. After the expansion is completed and online, a WTP Rehabilitation Project must be undertaken for comprehensive maintenance and repair of the Claricone and basins [see photos belows].



There are significant grant awards that are being used to fund these projects and Town Council has adopted a capital project ordinance that sets out the budget and funding plan. This capital project ordinance is reviewed with you on a quarterly basis and updated regularly to reflect cost estimates that have been updated by engineers or once contracts are awarded.

Water Fund – Capital Reserve Fund

Water system development fees are required to be accounted for in a capital reserve fund. All such fees are deposited into this fund and are allocated first to pay debt service and then to water system improvements as funds are available. The capital reserve fund ordinance is reviewed and amended on an as-needed basis.

US Army Corps of Engineers Grant Project Fund

The Town was awarded a \$4M grant from the US Army Corps of Engineers (USACE) for water system improvements. These monies are being used by USACE to install a redundant waterline across Reems Creek and for replacement of some waterlines in the downtown area. The Town's cost-share will not exceed \$1.33M. A capital project ordinance was adopted in March for these projects. This capital project ordinance will be reviewed on a quarterly basis and updated as the projects progress through bidding and award. The Town's anticipated cost-share for FY2027 is estimated at \$400,000 and that amount has been budgeted.



Hurricane Helene Grant Project Fund

FEMA funds received by the Town and expenditures incurred related to Hurricane Helene are accounted for in a grant project ordinance that was adopted in November 2024. Funds have been obligated on all approved projects and the Town has received \$2.6M of the FEMA funds for storm recovery. Between property insurance, FEMA funding, and a small amount of OSBM grant funding, nearly all expenses have been covered and are soon to be fully reimbursed.

General Fund - Capital Reserve Fund

Fees in lieu of sidewalks are deposited into a capital reserve fund linked to the Town's general fund. These funds are available for the design and installation of new sidewalks. The current funds of \$262,560 can be used for sidewalks to support the Meribel affordable housing project and other apartments along Monticello Road to provide pedestrian access to the Northridge Commons Shopping Center.

NEXT STEPS

As a reminder, the following schedule has been set for continued budget deliberations:

April 22	Community Conversations with Town Manager – Budget focused
April 27	Regular Council Meeting - continued discussion and direction
May 11	Budget Workshop #3 - public hearing and continued discussion and direction
May 18	Regular Council Meeting - continued discussion and direction
June 8	Budget Workshop #4 - continued direction; possible adoption
June 22	Budget Workshop #5 – adoption (if not previously adopted)

CONCLUSION

I extend my thanks to the Town's Leadership Team for their thoughtfulness, reasonableness, and forward thinking in preparing their requested budgets. This proposed budget starts with input from staff on what is needed to achieve success for our citizens. Our team is dedicated to serving the Weaverville community and that is just as apparent when they advocate for items in their budget as it is when they are directly providing services to our citizens and visitors. The Finance Director and Assistant Town Manager also worked diligently to translate those needs into a workable funding plan for the upcoming fiscal year, and I am grateful for their contributions to this budget and guidance throughout the process.

The Town's staff and I look forward to working with you in the coming weeks as you evaluate the proposed FY27 budget and adjust the budget to make it your own and reflect your priorities for this upcoming fiscal year.

Respectfully submitted,



David Scott Harris
Town Manager

Fiscal Year 2026-2027 Budget
Budgets by Fund, Department, Function & Category

GENERAL FUND REVENUE	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Prior Year Tax Revenue	\$3,000	\$3,000	\$0	0.0%
Ad Valorem Tax Revenue	\$4,771,838	\$5,813,417	\$1,041,579	21.8%
DMV Tax Revenue	\$288,513	\$249,923	(\$38,590)	-13.4%
Tax Penalties & Interest	\$2,000	\$2,000	\$0	0.0%
Utilities Franchise Tax	\$522,594	\$541,121	\$18,528	3.5%
Beer & Wine Tax	\$19,000	\$19,000	\$0	0.0%
Powell Bill Distributions	\$164,000	\$164,000	\$0	0.0%
Local Government Sales Tax	\$2,167,561	\$2,205,679	\$38,118	1.8%
ABC Store Distribution to Town	\$170,000	\$170,000	\$0	0.0%
ABC Store Alcohol Education	\$0	\$0	\$0	0.0%
ABC Store Police Department	\$0	\$0	\$0	0.0%
Grant Funds	\$0	\$0	\$0	0.0%
Cell Tower Revenue	\$22,300	\$22,300	\$0	0.0%
Miscellaneous Revenue	\$12,000	\$12,000	\$0	0.0%
Interest Earned	\$276,061	\$263,362	(\$12,699)	-4.6%
Interest Earned-Powell Bill	\$16,302	\$9,000	(\$7,302)	-44.8%
Zoning Inspections Fees	\$20,000	\$18,000	(\$2,000)	-10.0%
Facility Use Rental Fees	\$45,000	\$45,000	\$0	0.0%
Parking Enforcement Fees	\$3,400	\$5,000	\$1,600	47.1%
Sale of Property	\$16,000	\$15,000	(\$1,000)	-6.3%
Appropriated Fund Balance	\$1,383,466	\$1,270,469	(\$112,997)	-8.2%
TOTAL GENERAL FUND REVENUE	\$9,903,035	\$10,828,272	\$925,237	9.3%

GENERAL FUND EXPENDITURES	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Governance				
Personnel - Town Council	\$41,553	\$41,553	\$0	0.0%
Personnel - Legal	\$0	\$0	\$0	#N/A
Operations	\$301,927	\$243,891	(\$58,036)	-19.2%
Capital Equipment	\$0	\$0	\$0	0.0%
Total	\$343,480	\$285,444	(\$58,036)	-16.9%
Administration				
Personnel	\$731,666	\$853,512	\$121,847	16.7%
Operations	\$398,885	\$371,491	(\$27,393)	-6.9%
Capital Equipment	\$20,000	\$0	(\$20,000)	-100.0%
Total	\$1,150,550	\$1,225,004	\$74,453	6.5%
Planning & Code Enforcement				
Personnel	\$235,705	\$244,654	\$8,949	3.8%
Operations	\$25,069	\$19,926	(\$5,143)	-20.5%
Capital Equipment	\$0	\$0	\$0	0.0%
Total	\$260,775	\$264,581	\$3,806	1.5%

Police Department

Personnel	\$2,764,395	\$3,140,099	\$375,703	13.6%
Operations	\$613,322	\$745,661	\$132,338	21.6%
Capital Equipment	\$96,600	\$49,505	(\$47,095)	-48.8%
Capital Improvements	\$33,911	\$66,627	\$32,716	96.5%
Total	\$3,508,229	\$4,001,891	\$493,663	14.1%

Public Works: All Divisions

Personnel	\$1,232,616	\$1,372,007	\$139,390	11.3%
Operations	\$739,199	\$790,472	\$51,273	6.9%
Capital Equipment	\$133,000	\$24,165	(\$108,835)	-81.8%
Capital Improvements	\$110,000	\$113,000	\$3,000	2.7%
Total	\$2,214,815	\$2,299,644	\$84,829	3.8%

Recreation / Community Center

Personnel	\$238,048	\$262,217	\$24,169	10.2%
Operations	\$127,686	\$122,402	(\$5,284)	-4.1%
Capital Equipment	\$0	\$0	\$0	0.0%
Total	\$365,734	\$384,619	\$18,885	5.2%

Debt Service

Loan Payment- Vehicles & Equipment PD & P	\$0	\$139,200	\$139,200	#N/A
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Contingency

Total	\$10,000	\$0	(\$10,000)	-100.0%
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Transfer to Fire District Fund

	\$2,049,452	\$2,227,889	\$178,437	8.7%
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Total General Fund Expenditures	\$9,903,035	\$10,828,272	\$925,236	9.3%
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FIRE DISTRICT FUND REVENUE	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Buncombe County Fire Protection	\$2,289,779	\$2,627,034	\$337,255	14.7%
Fire Inspections Fees	\$1,000	\$1,000	\$0	0.0%
Transfer from General Fund	\$2,049,452	\$2,227,889	\$178,437	8.7%
TOTAL FIRE DISTRICT FUND REVENUE	\$4,340,231	\$4,855,923	\$515,692	11.9%

FIRE DISTRICT FUND EXPENDITURES	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Fire Department				
Personnel	\$3,370,040	\$3,682,976	\$312,935	9.3%
Operations	\$670,191	\$894,667	\$224,477	33.5%
Capital Equipment	\$300,000	\$95,000	(\$205,000)	-68.3%
Capital Improvements	\$0	\$0	\$0	0.0%
Total	\$4,340,231	\$4,672,643	\$332,412	24.5%
Debt Service				
Loan Payment-Fire Truck 09/14	\$0	\$183,280	\$183,280	#N/A
Total Fire District Fund Expenditures	\$4,340,231	\$4,855,923	\$515,692	11.9%

WATER FUND REVENUE	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Water Revenue	\$2,996,505	\$3,056,435	\$59,930	2.0%
Miscellaneous Revenue	\$88,000	\$80,000	(\$8,000)	-9.1%
Water Taps	\$26,250	\$26,250	\$0	0.0%
System Development Fees	\$190,600	\$250,000	\$59,400	31.2%
Fees for MSD Collection	\$86,990	\$86,990	\$0	0.0%
Interest Earned	\$122,299	\$116,727	(\$5,572)	-4.6%
Appropriated Fund Balance	\$0	\$566,863	\$566,863	0.0%
Total Water Fund Revenue	\$3,510,644	\$4,183,265	\$672,621	19.2%

WATER FUND EXPENDITURES	FY 2026 Adopted Budget	FY 2027 Proposed Budget	\$ Variance	% Variance
Water Fund				
Personnel	\$1,643,055	\$2,079,566	\$436,511	26.6%
Operations	\$1,070,105	\$1,311,355	\$241,250	22.5%
Capital Equipment	\$388,250	\$73,000	(\$315,250)	-81.2%
Capital Improvements	\$100,000	\$418,000	\$318,000	318.0%
Total	\$3,201,411	\$3,881,921	\$680,511	21.3%
Contingency	Total \$5,000	\$0	(\$5,000)	-100.0%
Debt Service				
Reserve for Bond Payment	\$210,529	\$207,595	(\$2,934)	-1.4%
USDA Revenue Bond Payment	\$93,705	\$93,749	\$44	0.0%
Total	\$304,234	\$301,344	(\$2,890)	-1.3%
Total Water Fund Expenditures	\$3,510,644	\$4,183,265	\$672,622	19.2%

GRAND TOTAL BUDGET	\$17,753,911	\$19,867,460	\$2,113,550	11.9%
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**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 18, 2026
SUBJECT: FY2026-2027 Budget –Discussion and Direction
PRESENTER: Town Manager Harris
ATTACHMENTS: Summary Page

COUNCIL ACTION REQUESTED:

Town Council is asked to continue any budget related discussion and direction so that the appropriate ordinances and related documents can be drafted for consideration at the June 8 budget workshop or, if needed, June 22 regular Town Council meeting.

DESCRIPTION/SUMMARY OF REQUEST:

Town Council provided some direction at its 5/11/26 Budget Workshop that has been helpful to staff and Town Manager Harris and staff will be at tonight’s meeting to listen to any Town Council discussion and further direction.

The following is required or recommended in order to get the budget and related matters adopted prior to July 1 and are expected to be presented for action at the June 8 budget workshop or, if needed, the June 22 regular Town Council meeting:

- Budget Ordinances: (1) General and Fire Funds, and (2) Water Fund
- Fee Schedules: (1) General and Fire Funds, and (2) Water Fund
- Updated Pay Plans
- Personnel Policy Amendments

TOWN OF WEAVERVILLE
 FY2026-2027 PROPOSED BUDGET SUMMARIES

TOWN MANAGER'S ORIGINAL PROPOSED FY27 BUDGET	
General Fund	\$10,828,272
Fire Fund	\$4,855,923
Water Fund	\$4,183,265
Total	\$19,867,460
Tax Rate with Reval	\$0.31
Tax Rate without Reval	\$0.455
Use of General Fund	\$1.25M
Water Rate	+5%
Use of Water Fund	\$560,000
Notes:	
+Full-Time Positions Added = 1 HR Position, 1 part-time Finance/Front Office; 2 Police Officers, 1 Maintenance Tech (funding ½ year), 1 WTP Operator +Proposed COLA = 3% +Health Insurance Increase = 8% +Vehicles/Equipment Added = PD 4 Patrol Vehicles, PW 2 Ford F-150s & 1 Swaploader, PW Message Board & Arrow Board, Light tower replacement, Security Cameras, PD Drone & Safety Equipment, FD Rescue Equipment, Water Meter Replacements +Capital Project Funding = <ul style="list-style-type: none"> • Waterline Replacements • WTP Claricone Pipe Insulation • Backup generator at High Bluff Tank • Stormwater Improvements • Playground Resurfacing 	

TOWN MANAGER'S UPDATED AND RECOMMENDED FY27 BUDGET	
General Fund	\$10,914,699
Fire Fund	\$5,179,210
Water Fund	\$4,276,537
Total	\$20,370,446
Tax Rate with Reval	\$0.32
Tax Rate without Reval	\$0.46
Use of General Fund	\$1.14M
Water Rate	+5%
Use of Water Fund	\$660,000
Notes:	
+Updated Property Tax Revenue +Fire Fund Cost-Share Contribution from County (anticipated) +FD Salaries (recruitable wages) +PD Salaries (pay parity) +Retention (Holiday) Bonuses +PW Maintenance Tech (funding from ½ to 1 year) +PW Living Wages + Main Street Lighted Holiday Tree +IT Services Unexpected Increase +Water Engineering Services +Policy amendments: <ul style="list-style-type: none"> • 2% 401(k) contribution with matching up to 6% • Increase pd parental leave from 2 wks to 4 wks • Increase starting annual leave from 2 wks to 3 wks 	

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: May 18, 2026
Subject: Weaverville Business Association Presentation
Presenter: Fian Arroyo, WBA President
Attachments: None

Description/Summary of Request:

The Weaverville Business Association has requested an opportunity to address Town Council. Fian Arroyo, the WBA President, will be at tonight's meeting for that purpose.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 18, 2026
SUBJECT: MSD Board Appointment
PRESENTER: Mayor Lawrence
ATTACHMENTS: Endries Email dated 5/11/2026
Excerpt from Rules of Procedure
NCGS § 128-1.2

COUNCIL ACTION REQUESTED:

The Mayor recommends that Councilmember Endries be appointed as the Town’s representative on the Metropolitan Sewerage District of Buncombe County (MSD) Board to fill a vacancy.

I move that Town Council appoint Mark Endries to serve as the Town’s representative on the Metropolitan Sewerage District (MSD) Board for the unexpired term ending on December 31, 2027.

DESCRIPTION/SUMMARY OF REQUEST:

The MSD Board includes municipal representation from all cities and towns within Buncombe County. Town Council representation on this MSD Board and others is considered “ex officio” or “part of the individual’s duties of office and shall not be considered to be serving as a separate office.” This means that the dual office holding statute is not applicable for this appointment or for any appointment to the Land of Sky Regional Council or the French Broad River Metropolitan Planning Organization.

Town Council’s Rules of Procedure to fill this vacancy are set out in Rule 39(c).

In his email dated 5/11/2026 Councilmember Endries indicated in writing his desire to be appointed to the MSD Board and outlined his qualifications. There is not a specific form for Town Council members to use for filling seats on boards and committees, and formal applications have not been required in the past, so this email can serve as that application.

The Mayor and Town staff are unaware of any other applications that have been received for the MSD Board vacancy.

Given that most municipal representation on the MSD Board is through appointment of elected officials and Endries has shown his qualifications, the Mayor recommends that Endries be appointed to fill the Town’s vacant seat on the MSD Board.

Re: Board Appointments - Dual Office Holding

From Mark Endries <mendries@weavervillenc.org>

Date Mon 5/11/2026 11:47 AM

To Jennifer Young <jyoung@weavervillenc.org>; Jennifer Jackson <jjackson@weavervillenc.org>; Dee Lawrence <dlawrence@weavervillenc.org>; John Chase <jchase@weavervillenc.org>; Peter McGuire <pmcguire@weavervillenc.org>; Phil Barnett <pbarnett@weavervillenc.org>; Andrew Nagle <anagle@weavervillenc.org>

Cc Scottie Harris <sharris@weavervillenc.org>; Michael Frue <michael@csedlaw.com>

Hi All,

Below I've tried to summarize why I feel I would be a good representative for the MSD. It has nothing to do with being a king and all to do with working to be an effective member of Council and providing an asset where I feel I have something to contribute.

Why a Town Council Member Should Serve on the MSD Board

Most MSD board members are current or former elected officials. As an elected representative, I have a direct responsibility to act in the best interests of Weaverville residents. Serving on the board would also allow for better coordination between the MSD and Town Staff when shared issues arise.

How I Feel I Would Be an Asset

My professional background in planning and GIS data management provides a practical foundation for this role:

- *Infrastructure Experience:* In my career in GIS and my role as the Town's GIS data manager, I work closely with our water and stormwater digital data networks. These systems are closely related to sewer infrastructure in terms of how they are managed and maintained.
- *Technical Knowledge:* Having digitized the Town's water network myself, I have a firsthand understanding of how these systems are built, maintained, and updated.
- *Data Proficiency:* I am very familiar with the platform used for the MSD online data mapper, as I built the Town's water and zoning mappers using the same technology. This experience would allow me to assist with any future efforts to modernize or manage the MSD's digital data models.
- My biological sciences background might provide an underrepresented aspect to the board.

By combining my role on the Council with my technical experience and biology background, I truly feel I can provide a unique technical perspective to the board.

Lastly, since being asked to serve on the board I've done quite a lot of homework and research. First, this was done to estimate my capacity to serve on the MSD board, which I feel I have. Then, it was to get myself up to speed on the board. This includes reviewing the board charter, website, and meeting minutes, and communicating with the current board chair. He seems very supportive of my serving on the board and was encouraging me to attend any meetings in an unofficial role while the Weaverville Board position was in flux.

At this point, I want to do what is in the best interest of the Town and not perpetuate any drama with the nomination. I will support whatever Mayor Lawrence decides.

Warm Regards,

Mark

Mark Endries

Town Council

Town of Weaverville

Phone: (828)-424-0274



From: Jennifer Young <jyoung@weavervillenc.org>

Sent: Monday, May 11, 2026 9:56 AM

To: Jennifer Jackson <jjackson@weavervillenc.org>; Dee Lawrence <dlawrence@weavervillenc.org>; John Chase <jchase@weavervillenc.org>; Peter McGuire <pmcguire@weavervillenc.org>; Phil Barnett <pbarnett@weavervillenc.org>; Mark Endries <mendries@weavervillenc.org>; Andrew Nagle <anagle@weavervillenc.org>

Cc: Scottie Harris <sharris@weavervillenc.org>; Michael Frue <michael@csedlaw.com>

Subject: Re: Board Appointments - Dual Office Holding

I spoke with Ben Mount, Senior Assistant General Counsel at NCLM at our conference in Raleigh last week. He also presented at our ethics class in Asheville. Ben said that an elected official may only hold one appointment to a board and advised against multiple appointments. This is to avoid a concentration of power and that these appointments should be spread across multiple individuals. He indicated that this creates a monopoly of power and decision making and reiterated the "no kings" rule about decision making among councils of government that no one person alone holds power but is the consensus of the majority.

His input was very valuable to me. Hope this helps

Jennifer

Get [Outlook for iOS](#)

From: Jennifer Jackson <jjackson@weavervillenc.org>

Sent: Monday, May 11, 2026 8:57:33 AM

To: Dee Lawrence <dlawrence@weavervillenc.org>; John Chase <jchase@weavervillenc.org>; Peter McGuire <pmcguire@weavervillenc.org>; Jennifer Young <jyoung@weavervillenc.org>; Phil Barnett <pbarnett@weavervillenc.org>; Mark Endries <mendries@weavervillenc.org>; Andrew Nagle <anagle@weavervillenc.org>

Cc: Scottie Harris <sharris@weavervillenc.org>; Michael Frue <michael@csedlaw.com>

Subject: Board Appointments - Dual Office Holding

Several of you have asked about NC Gen. Stat. § 128-1.1 and some limitations in serving in elective and appointive offices.

I am attaching a good article from the SOG that analyzes that with the conclusion that NC Gen. Stat. § 128-1.2 aids in most situations for local government governing boards.

Quoting from the attached article: *"It [NCGS 128-1.2] specifies that whenever a city council or a board of county commissioners appoints one of its members or certain other local officials to another board or commission, the individual appointed is considered to be serving on the other board as part of the person's duties of office and is not to be considered to be serving in a separate office, unless the resolution of appointment provides otherwise."*

Both referenced statutes are attached.

Hope this helps.

Jennifer

THIS EMAIL AND ANY RESPONSE THAT YOU MAY SEND MAY BE SUBJECT TO PUBLIC INSPECTION AS REQUIRED BY NORTH CAROLINA LAW AND ITS PUBLIC RECORDS ACT. PLEASE CALL ME AT THE NUMBER BELOW IF THIS IS A CONCERN.

Receiving this email outside of normal working hours? Managing work and life responsibilities is unique for everyone. I have sent this email at a time that works for me. Please respond at a time that works for you.

Jennifer O. Jackson
Assistant Town Manager
30 South Main Street/PO Box 338
Weaverville, NC 28787
(828)442-1858

RULES OF PROCEDURE FOR THE WEAVERVILLE TOWN COUNCIL

*Adopted by Town Council on 24 October 2022
with amendments through 2 February 2026*

Rule 39. Appointments

- (c) **Procedure for Appointment to Boards and Committees.** The council shall use the following procedure to fill a vacancy or open seat on any board, committee, or other body to which it has the power of appointment, except for a vacancy on town council (see subparagraph (b) above):
- a. *Application Submittal.* Anyone wishing to be considered for appointment to any board, committee or other body shall submit an application using the form provided for that purpose and any supplemental or supporting materials requested or deemed advisable for full consideration.
 - b. *Mayor Recommendation.* The mayor may make recommendations as to individuals that council might wish to consider to fill any open seat on any board, committee, or other body. Applications for all individuals that the mayor is recommending for appointment shall be provided to all council members in advance of any council meeting at which action on such appointments is expected to be taken.
 - c. *Action by Council.* Appointments shall be made by motion with a member making a motion that the council appoint an individual and, following debate, the council voting on the motion. If the motion passes, the seat is filled. If it fails, the floor is then open to a new motion.

§ 128-1.2. Ex officio service by county and city representatives and officials.

Except when the resolution of appointment provides otherwise, whenever the governing body of a county or city appoints one of its own members or officials to another board or commission, the individual so appointed is considered to be serving on the other board or commission as a part of the individual's duties of office and shall not be considered to be serving in a separate office.

As used in this section, the term "official" means (i) in the case of a county, the county manager, acting county manager, interim county manager, county attorney, finance officer, or clerk to the board and (ii) in the case of a city, the city manager, acting city manager, interim city manager, city attorney, finance officer, city clerk, or deputy clerk. As used in this section, the term "city" has the meaning provided in G.S. 160A-1. (1983, c. 651, s. 1; 1991, c. 508, s. 5.)

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: May 18, 2026
SUBJECT: Active Weaverville Committee/Recreation Advisory Committee
PRESENTER: Assistant Town Manager Jackson
ATTACHMENTS: None

COUNCIL ACTION REQUESTED:

Town Council is asked to consider approving the idea of reassigning the duties of the inactive Recreation Advisory Committee to the Active Weaverville Committee.

Both of these committees have been appointed by the Town Manager.

DESCRIPTION/SUMMARY OF REQUEST:

The adopted Strategic Plan calls for an update to the Parks and Recreation Master Plan as a high priority item. A Recreation Advisory Committee was put in place in 2017 to develop what is our current Parks and Recreation Master Plan but has not been active in several years.

The Active Weaverville Committee was created in 2023 to help manage the Active Weaverville Bike and Pedestrian Plan. This committee is still active and it might be appropriate to broaden their scope to include the duties of the former Recreation Advisory Committee. This could include working on an update to the Parks and Recreation Master Plan.

Town staff wants to gauge Town Council's willingness to have these two committees combined. If agreeable, Town staff will begin working with the Active Weaverville Committee on refining its scope to include some additional areas of work, including specifically assistance on updating the Parks and Recreation Master Plan.



Town of Weaverville Fire Department

Quarterly Report
February, March, April
2026



Incident Data By Call Type



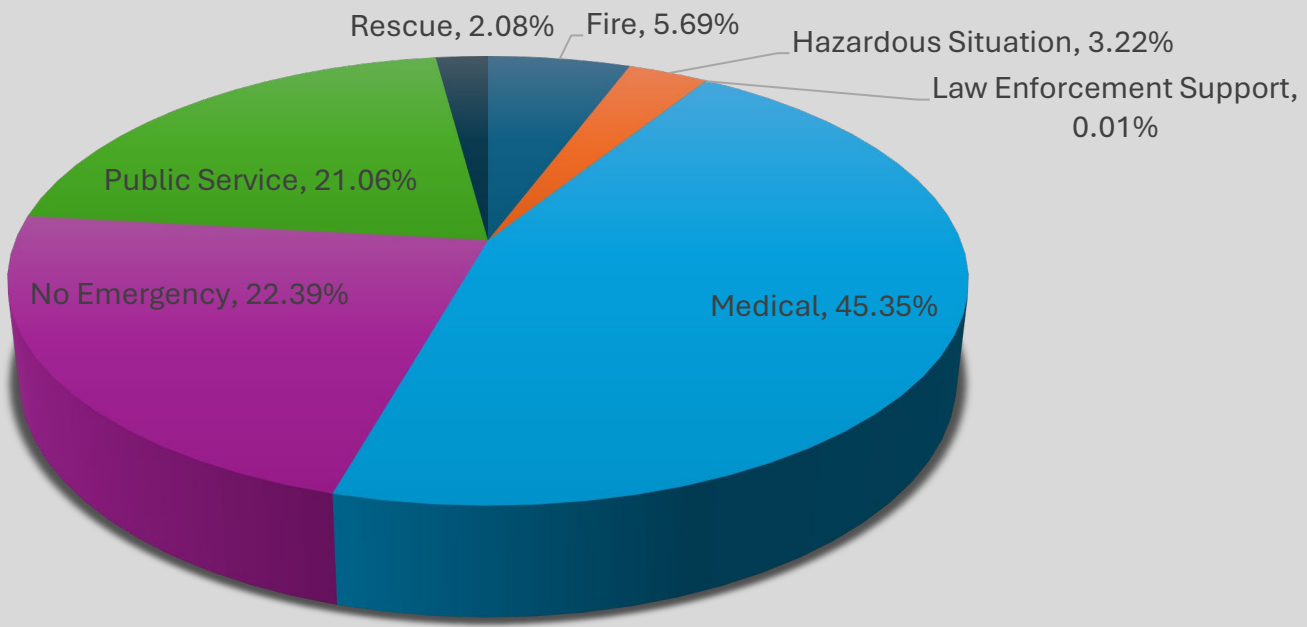
Total Calls for Quarter—527

- Fires—30 calls(5.69%)
- Hazardous Situations—17 calls (3.22%)
- Law Enforcement Support—1 call (0.001%)
- Medical—239 calls (45.35%)
- No Emergency—118 (22.39%)
- Public Service—111 (21.06%)
- Rescue—11 (2.08%)



Incident Data

Breakdown By Percentages



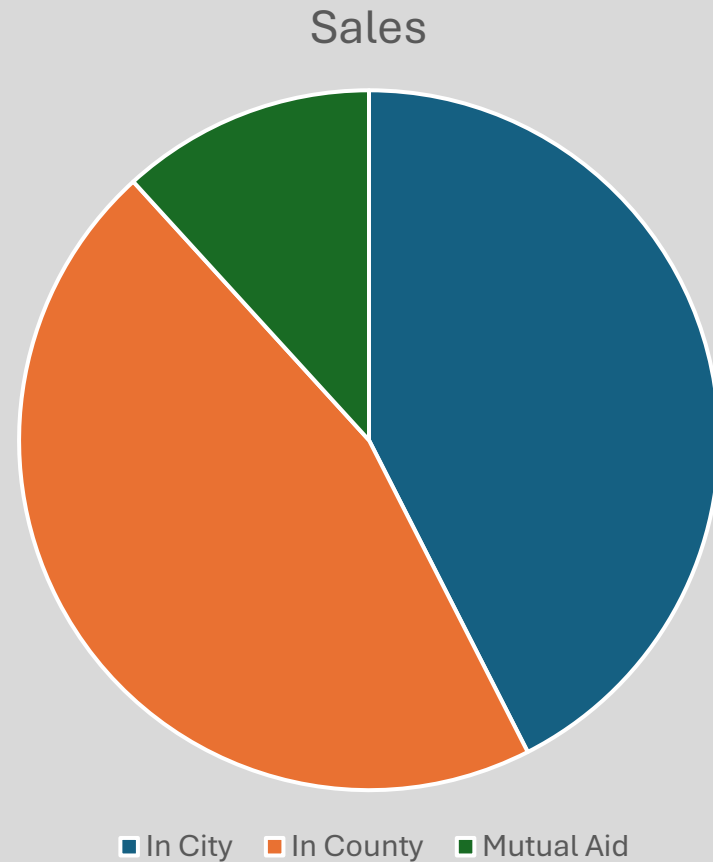
- Fire
- Hazardous Situation
- Law Enforcement Support
- Medical
- No Emergency
- Public Service
- Rescue
-



Call Location City/County



- In City—224 (42.50%)
- In County—241 (45.73)
- Mutual Aid—62 (11.76%)





Department Training Hours



- Training events—896 across all members
 - Average events per person—28.9
- Training hours—2,681 hours across all members
 - Average hours per person—86.5
- Physical Fitness Training events—258
- Physical Fitness Hours—467



Training Recognition



Recently, I have had the opportunity to be present & watch the department work & train together a good bit. What I have observed is a group of firemen who are professional & diligent when the calls drop and train like it matters in their down time. They train & work to build each other up and do so without complaining or belittling each other. They take care of ~~equipment~~ their building, their equipment, and most importantly each other. I don't know very much about the fire service, but as someone who frequents a lot of stations & departments - what I have witnessed is not the norm, but should be ~~be~~ the standard.



Fire Marshal Updates



- **SafeKids. Child Car Seat Installation.**
 - February = 6 installations.
 - March = 2 installation.
 - April = 4 installations.
- **Commercial Business Inspections.**
 - February = 6 inspections.
 - March = 8 inspections.
 - April = 9 inspections.



Fire Marshal Updates



- **Fire Prevention and Education Classes.**
 - Career Day. North Windy Ridge Intermediate School. (456 kids)
 - ISO Ratings Inspection for the Fire Department
 - OSHA Inspections for the Town of Weaverville (All Departments)

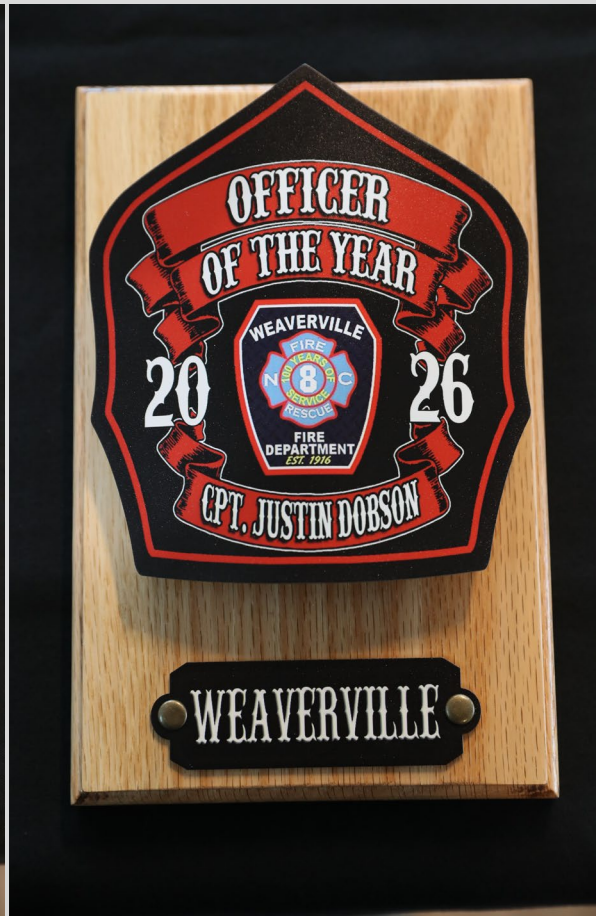


Awards Banquet





Awards





Award Recipients



- Chief Officer of the Year
 - Fire Marshal Kile Davis
- Officer of the Year
 - Captain Justin Dobson
- Firefighter of the Year
 - Firefighter Peyton Street
- Chief's Award
 - Captain Austin Crane (not pictured)



Apparatus Update #1



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 18, 2026

Subject: Quarterly Report from Weaverville Police Department for May 2026

Presenter: Police Chief Somer Oberlin

Attachments: Quarterly Report

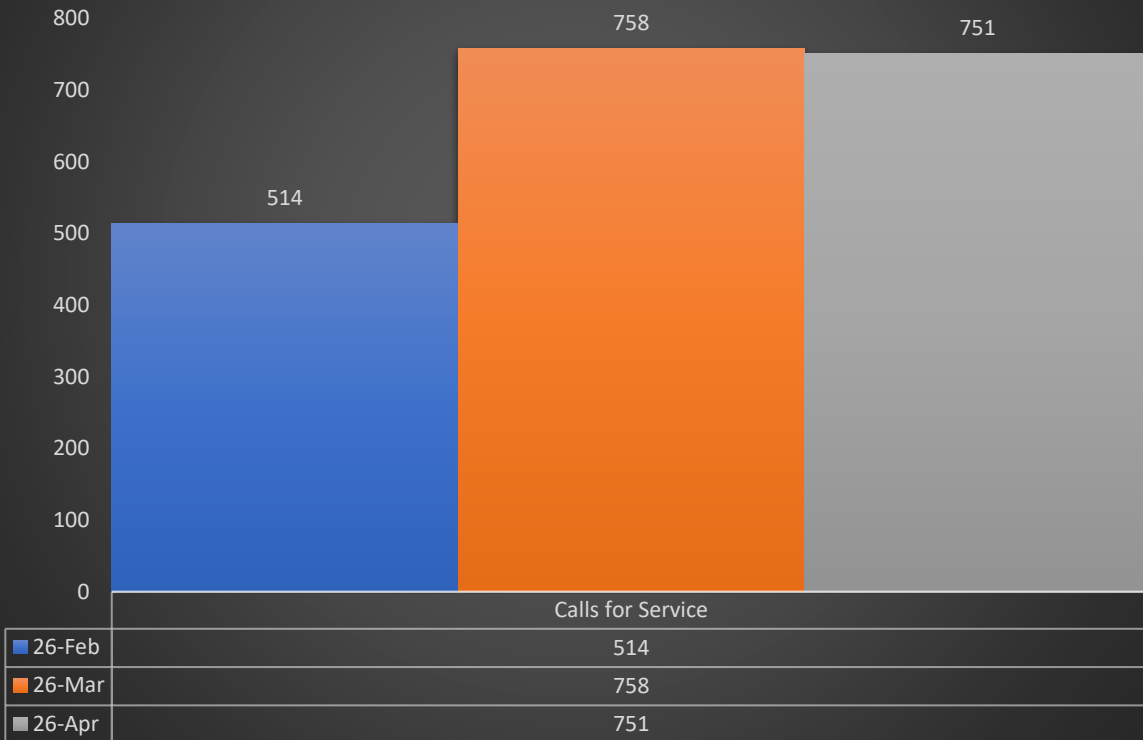
Description:

Attached please find the Weaverville Police Department quarterly report for May 2026. Chief Oberlin will be present at the meeting to review this quarterly report.

Council Action Requested:

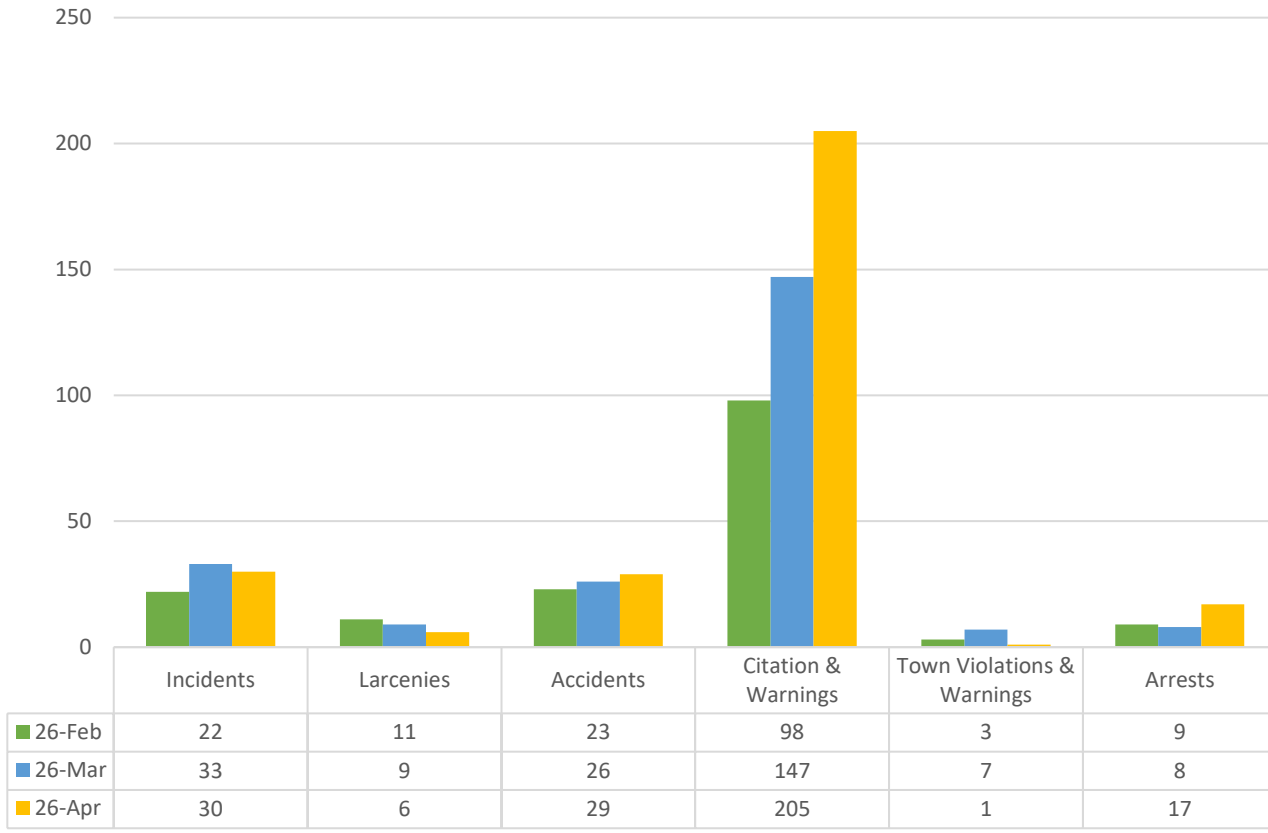
No action required.

Weaverville Police Department Quarterly Report February, March, April 2026



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

Weaverville Police Department
 Quarterly Report
 February, March, & April 2026



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

* Citations (233) & Warnings (217) and Includes-Traffic Offenses (217), Criminal Offenses (16)

* Ordinance Violations Include-Parking (11)

Activities of Interest

- Six guns taken off the streets
- Chief was guest speaker at Criminal Justice class in Erwin High School
- Collaborated with DOT to develop a better warning system concerning “high-centering” at the 5-point intersection



- Shamrock Festival Social District
- Served gratitude meal at the Elementary School



Continued.....

- Chief participated in Montreat's hiring panel for their Chief of Police
- Three days of PSIP work groups
- Citizen's Academy



- 2 officers presented at career day at North Buncombe High School
- Passed OSHA inspection with zero deficiencies
- FAA Public Agency SUAS Certificate of Authorization
- Two trauma kits and training donated to Methodist Preschool



- Captain celebrates 20 years with WPD

Training and Professional Development

- Several squads completed annual firearms qualifications.
- Several officers attended radar/intox recertifications
- 2 of our instructors taught BLET classes
- 3 officers attended the officer safety course, "Surviving the First 3 Seconds"

Beyond Calls for Service: Administrative Demand

Public records requests and compliance represent a significant and growing operational demand on department resources.

Law Enforcement Administrative Coordinator:

Emails- 19

Mail- 29

Walk-in- 1

Faxes- 1

Phone- 4

Total-54

(*Also, 17 vehicles released from impound this quarter)

Supervisors

Emails through the town website – **11**

Chief

More complex requests that require media statements, work with attorneys to determine what can be legally released, interagency requests, and data summaries - **11**