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

TOWN COUNCIL AGENDA

Monday, May 19, 2025
Regular Meeting at 6:00 pm

Livestreaming of meeting via the "Live" Tab on the Town's YouTube Channel – Click this link: Youtube.com Weaverville NC government Live streams ; and Meeting recordings viewable under the "Videos" Tab
(unless technical difficulties are experienced)

		Pg #	Presenter
1.	**Call to Order**		Mayor Fitzsimmons
2.	**PUBLIC HEARING – Code Amendment – Ch. 20 – Conditional Districts**	2	Mayor Fitzsimmons
3.	**Approval/Adjustments to the Agenda**		Mayor Fitzsimmons
4.	**Conflict of Interests Statement**		Mayor Fitzsimmons
5.	**Consent Agenda**		Town Manager Harris
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6.	**Town Manager's Report**	84	Town Manager Harris
7.	**General Public Comments** (see below for additional information)		Mayor Fitzsimmons
8.	**Discussion & Action Items**		
	A. AdventHealth Update, Letter of Support, and Minor Modifications	86	Graham Fields/AdventHealth
	B. Code Amendment – Ch. 20. – Conditional Districts	89	Planning Director Eller
	C. Maple Trace – Streets/Stormwater Update and Plan	93	Assistant Manager Jackson
	D. Quarterly Report – Police	96	Police Chief Oberlin
	E. Quarterly Report – Fire	102	Fire Chief Hunter
9.	**Closed Session** N.C.G.S. 143-318.11(a)(6) - To consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.		Mayor Fitzsimmons
10.	**Adjournment**		Mayor Fitzsimmons

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

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

PUBLIC HEARING

Date of Meeting: Monday, May 19, 2025

Subject: Conditional District Text Amendment Public Hearing

Presenter: Planning Director

Attachments: Public Notice, Planning Board Recommendation, Staff Report

Description:

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for a continuous review of the zoning regulations. This goal was given a number 2 priority and it has been the practice of staff to bring forth text amendments when difficulties are encountered.

In the attached staff report, such difficulties are described related to conditional districts.

Action Requested:

Town Council is asked to hold the requisite public hearing on this matter.

TOWN OF WEAVERVILLE NOTICE OF PUBLIC HEARING

PUBLIC NOTICE is hereby given that the Weaverville Town Council will hold a public hearing during its regularly scheduled meeting on May 19, 2025, beginning at 6:00 p.m., or as soon thereafter as Town Council can reach the matter, on proposed amendments to Town Code Chapter 20 Sec. 20-3203, regarding conditional district text amendment.

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

WRITTEN PUBLIC COMMENTS can also be submitted in advance of the public hearing and will be read into the record of the public hearing. Written public comments can be submitted as follows: (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 Hearings or have questions regarding how to submit a comment, you may contact Planning Director James Eller at 828-484-7002 or jeller@weavervillenc.org or Town Clerk Tamara Mercer at 828-484-7003 or tmercer@weavervillenc.org.

Town of Weaverville
Planning Board

Recommendation and Plan Consistency Statement for
Proposed Text Amendments

On April 1, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendment which eliminates the approval of a final plat for conditional districts prior to the issuance of zoning permits. This favorable recommendation is based on the findings as stated herein.

The Planning Board has found that this proposed code amendment is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that the proposed amendment seeks to better align the permitting process for projects and prevent unnecessary text amendments for individual conditional districts. Also, the CLUP calls for an ongoing review of zoning regulations.

Jane Kelley
_____

Jane Kelley, Chairman of the Planning Board
April 1, 2025

RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING CONDITIONAL DISTRICT TEXT AMENDMENT

Sec. 20-3203. Conditional districts.

(a) *Intent.* It is expected that, in most cases, a conventional district will appropriately regulate site-specific impacts of permitted uses and structures on surrounding areas, however conditional districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the underlying conventional district has insufficient standards to mitigate the site-specific impact on surrounding area.

(b) *Consideration for any use.* Any use may be considered for a conditional district and shall be established on an individual basis, upon petition of the property owner.

(c) *Conditions.* Specific conditions may be proposed by the petitioner or by the town, but only those conditions approved by the town and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by G.S. 160D-703(b) and this section, the town may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district must be limited to those that address the conformance of the development and use of the site to town ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site.

(d) *Petition.* Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. The petition must be signed by all property owners, or agents of the owners, of all of the property to be included in the district and shall be accompanied by a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:

(1) A preliminary plan or site plan that is substantially in compliance with the mapping standards set out in Code section 20-2504 and supporting information that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined ordinance requirements, will govern the development and use of the property;

(2) The number and general location of all proposed structures;

(3) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;

(4) All yards, buffers, screening, landscaping, and sidewalks required by ordinance, and notations of any deviation from requirements;

(5) Proposed number and location of the signs;

(6) Proposed phasing, if any, and the approximate completion time for the project;

(7) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;

(8) Information on the height of all proposed structures;

(9) Exterior features of all of the proposed development including but not limited to construction and finishing materials.

(e) *Approval procedure.* Except as specifically modified by this section, the procedures to be followed by the planning board and town council in reviewing, granting, or denying any petition for a conditional district shall be the same as those established for zoning map amendments (see Code section 20-1504). The following additional procedures shall also apply for the approval of conditional districts:

(1) *Initial consideration by town council.* Petitions for conditional districts shall be initially reviewed by town council. After its initial consideration of a petition for a conditional district, town council shall refer the request to the planning board for the full review process as required by G.S. Chapter 160D. Initial consideration of such petitions are intended to provide town council with the opportunity to express their preliminary thoughts related to the petition but shall not serve as a final determination on same.

(2) *Community meeting.* Before a public hearing may be held by the town council on a petition for a conditional district the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review. Notice of the community meeting shall be posted on the property and mailed to all the property owners within 200 feet of the property boundaries not more than 25 days nor less than ten days prior to the meeting.

(f) *Approval and ordinance.* If a petition for a conditional district is approved, the development and use of the property shall be governed by the ordinance establishing the conditional district, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved conditional district. Each conditional district will be given a special number, distinguishing such conditional district from another zoning district. Each ordinance adopted by town council which establishes a conditional district within the town is hereby incorporated into this chapter as a separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.

(g) *Time limits.* Time limits for the completion of the project's infrastructure and completion of construction may be established as conditions of the conditional district, subject to consent of the property owner. Extensions to established time frames shall be subject to the approval of town council.

(h) *Phasing of projects.* Project phasing must be reviewed and approved with the conditional district. Phases must be shown on the site plan that is adopted in conjunction with the ordinance approving the conditional district and the time periods related to the phasing must also be addressed in said ordinance.

(i) *Performance guarantees.* At the discretion of the town council, the property owner may be required to post performance guarantees to guarantee the successful completion of required improvements included in the approved conditional district. Such performance guarantees are subject to the provisions of G.S. 160D-804.1.

(j) *Judicial review.* Conditional district decisions under this section are legislative decisions that are presumed valid if there is a reasonable basis for the decision.

(k) *Future variance request.* Properties subject to a conditional district are not eligible for variances on the approved project.

(l) *Maintaining the conditional district.* A conditional district is a rezoning which represents both a text and map amendment and as such is must be maintained after the sale of the property district.

(m) *Modifications.* Minor modifications and major amendments to approved conditional districts shall be in accordance with Code section 20-1303.

(n) *Final plat approval process.* All water, sewer, stormwater infrastructure, and all street, sidewalk, and similar improvements must be installed and verified as complete by the appropriate authority prior to final plat review. Once the required infrastructure is complete, the final plat is to be reviewed by the zoning administrator and the technical review committee for compliance with the relevant portions of the ordinance approving the conditional district for the project. Upon finding that the required infrastructure is complete and the final plat is in compliance with the ordinance, the planning director, or their designee, shall approve the final plat and authorize the recordation of same. Final plats must contain all applicable information as set out in Code section 20-2504 and Code section 20-2505.

~~(o) *Issuance of zoning permits.* The zoning administrator shall not issue a zoning permit until a final plat has been approved and recorded.~~

Town of Weaverville, North Carolina
Staff Report: Conditional Districts Text Amendment

Prepared March '25

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan, SB 382

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for a continuous review of the zoning regulations. This goal was given a number 2 priority and it has been the practice of staff to bring forth text amendments when difficulties are encountered.

Existing Conditions

Under existing regulations found within Sec. 20-3203. Conditional Districts staff is prohibited from issuing zoning permits applicable to a property where a conditional district has been achieved until the final plat has been approved and recorded. However, within the specific conditions created for a conditional district, these timeframes or phasing are typically altered, and the text of the individual conditional district overrule those found in generally applicable regulations.

This is also not an accurate example of the evolution of nearly all projects. For example, the site work for the AdventHealth Campus requires retaining walls. These walls, once reaching a certain height, require a building permit from Buncombe County Permits and Inspections who will not advance their case file without zoning approval from the town. This event occurred approximately one month into the site and grading work, and nowhere near the point of final plat approval.

Also, in the event that the sequence of permitting is not altered by the text of an individual conditional district, these generally applicable regulations will apply, and projects will stagnate without certain requisite approvals.

In short:

1. Generally applicable ordinance language contained in Sec. 20-3203. Conditional Districts are being overridden by the text of individual conditional districts.
2. The sequence of events contained in Sec. 20-3203. Conditional Districts does not represent an accurate representation of the sequence of events for project construction.
3. In the event that an individual conditional district does not alter the sequence of permitting, a text amendment to the generally applicable regulations or the individual conditional district will be required.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan, SB 382

Down-zoning Analysis

Courtesy of the recently enacted SB 382, it is the position of staff that the proposed text amendment does not represent a downzoning of a property initiated by the local government thereby requiring consent of the owner(s) affected.

The proposed text amendment does not affect an area of land in any of the following ways:

(1) by decreasing the development density of the land to be less dense than was allowed under its previous usage; (2) by reducing the permitted uses of the land that are specified in a zoning ordinance or land development regulation to fewer uses than were allowed under its previous usage; (3) by creating any type of nonconformity on land not in a residential zoning district, including a nonconforming use, nonconforming lot, nonconforming structure, nonconforming improvement, or nonconforming site element.

Proposed Modification of Existing Regulations for Conditional Districts

Sec. 20-3203. Conditional districts.

(a) *Intent.* It is expected that, in most cases, a conventional district will appropriately regulate site-specific impacts of permitted uses and structures on surrounding areas, however conditional districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the underlying conventional district has insufficient standards to mitigate the site-specific impact on surrounding area.

(b) *Consideration for any use.* Any use may be considered for a conditional district and shall be established on an individual basis, upon petition of the property owner.

(c) *Conditions.* Specific conditions may be proposed by the petitioner or by the town, but only those conditions approved by the town and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by G.S. 160D-703(b) and this section, the town may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district must be limited to those that address the conformance of the development and use of the site to town ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site.

Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan, SB 382

(d) *Petition.* Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. The petition must be signed by all property owners, or agents of the owners, of all of the property to be included in the district and shall be accompanied by a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:

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(2) The number and general location of all proposed structures;

(3) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;

(4) All yards, buffers, screening, landscaping, and sidewalks required by ordinance, and notations of any deviation from requirements;

(5) Proposed number and location of the signs;

(6) Proposed phasing, if any, and the approximate completion time for the project;

(7) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;

(8) Information on the height of all proposed structures;

(9) Exterior features of all of the proposed development including but not limited to construction and finishing materials.

(e) *Approval procedure.* Except as specifically modified by this section, the procedures to be followed by the planning board and town council in reviewing, granting, or denying any petition for a conditional district shall be the same as those established for zoning map amendments (see Code section 20-1504). The following additional procedures shall also apply for the approval of conditional districts:

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(2) *Community meeting.* Before a public hearing may be held by the town council on a petition for a conditional district the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the

meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review. Notice of the community meeting shall be posted on the property and mailed to all the property owners within 200 feet of the property boundaries not more than 25 days nor less than ten days prior to the meeting.

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(j) *Judicial review.* Conditional district decisions under this section are legislative decisions that are presumed valid if there is a reasonable basis for the decision.

(k) *Future variance request.* Properties subject to a conditional district are not eligible for variances on the approved project.

(l) *Maintaining the conditional district.* A conditional district is a rezoning which represents both a text and map amendment and as such is must be maintained after the sale of the property district.

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Sources: Town of Weaverville Code of Ordinances; Comprehensive Land Use Plan, SB 382

approve the final plat and authorize the recordation of same. Final plats must contain all applicable information as set out in Code section 20-2504 and Code section 20-2505.

~~(e) *Issuance of zoning permits.* The zoning administrator shall not issue a zoning permit until a final plat has been approved and recorded.~~



Town Council Regular Meeting - Minutes

Monday, March 24, 2025 at 6:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council held a regularly scheduled meeting on Monday, March 24, 2025 at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Call To Order

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

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

Staff members present: Town Attorney Michael Frue, Interim Town Manager Scottie Harris, Planning Director James Eller, Public Works Director Dale Pennell, Water Plant Superintendent Randall Wilson, Finance Director Tonya Dozier, Town Clerk Tamara Mercer, Planner Graham Crawford, Community Center Director Mike DeSerio, and A/V Coordinator Lauren Ward.

2. Public Hearing

Mayor Fitzsimmons opened the public hearing for proposed amendments to Town Code Chapter 20 concerning multifamily residential regulations.

No one in attendance offered any comment on the matter and no online submissions were made.

Mayor Fitzsimmons declared the public hearing closed without objection.

3. Appointment of Town Manager

Mayor Fitzsimmons stated that Town Council conducted a months-long nationwide search for a town manager facilitated by Developmental Associates, Inc., and was pleasedasked if anyone had any adjustments to the agenda. There being none the Mayor called for action to approve the agenda.

Motion to appoint and hire David Scott Harris as the Town Manager for the Town of Weaverville.

Moved by: Patrick Fitzsimmons

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

Carried unanimously. 7-0

Mayor Fitzsimmons requested a motion to approve the Employment Agreement for the Town Manager.

Motion to approve the Employment Agreement for the Town Manager.

Moved by: John Chase

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

Carried unanimously. 7-0

4. Approval/Adjustments to the Agenda

Mayor Fitzsimmons asked if anyone had any adjustments to the agenda. There being none the Mayor called for action to approve the agenda.

Motion to approve the agenda as presented

Moved by: Doug Jackson

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

Carried unanimously. 7-0

5. Conflict of Interests Statement

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

6. Consent Agenda

Town Manager Scottie Harris reviewed the consent agenda.

Motion to approve the consent agenda as presented.

Moved by: Catherine Cordell

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

Carried unanimously. 7-0

A. Minutes of Town Council Regular Meeting February 24, 2025 – *approved as presented*

B. Minutes of Town Council Regular Workshop Meeting March 18, 2025 - *approved as presented*

C. Monthly Tax Report, Refunds/Releases - *approved as presented*

D. Budget Amendment - Miscellaneous - *approved as presented*

E. Appointment of ADA Coordinator – *appointed as requested*

F. Interlocal Agreement with Buncombe County on Hazard Mitigation Grant Program - *approved as presented*

G. French Broad River MPO Memorandum of Understanding – *approved as presented*

H. Road Closure Ordinances for Music on Main and Fourth of July Celebrations– *approved and adopted as presented*

I. Proclamations for Arbor Day and Earth Day - *approved as presented*

7. Town Manager's Report

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Interim Town Manager Harris provided his report which included updates or information on the following:

- US Army Corp of Engineers (USACE) $4 million grant for waterline replacement/extensions
- Pickleball seasonal hours
- Fourth of July Celebration
- New Positions filled
- LDG Meribel Affordable Housing Project under construction
- Arbor Day Celebration program April 10th
- FEMA Disaster Recovery Center and Private Property Debris Removal Intake

8. Public Comment

Mary Hilton, a Town resident, said she also attended an ad hoc Community Center Committee. Ms. Hilton suggested that the Town of Weaverville should provide a 'visitors center' downtown.

Michele Rippon, a non-resident, spoke in support of a non-discrimination ordinance. Ms. Rippon addressed anti-discrimination state laws which protect employees.

Marcy Bergman, a Town resident, said she had concerns regarding the outdoor recreation center. Ms. Bergman commented on the operational hours, procedures and groups and player conflicts, daylight- and daylight-savings time, and other neighborhood issues.

Comments received on-line:

Janie Neely stated she was in favor of bi-weekly recycling. Mari Fox cited the Code of Ordinances noise ordinance, zoning ordinance, and was opposed to the noise at the outdoor recreation complex.

9. Discussion & Action Items

A. **Code Amendments- Ch. 20- Parking, Tree Conservation, Setbacks, and Multifamily Residential Regulations**

Planning Director Eller reviewed the proposed text amendments for parking regulations, tree preservation, setback requirements for certain lots, and multifamily residential development.

Public hearings have been held on these proposed Code amendments and staff recommended approval.

Motion to approve and adopt the ordinance amending the Weaverville Town Code Chapter 20 concerning Parking Requirements, Conservation Subdivisions, Measurement of Setbacks for certain lots, and Multifamily Residential as presented.

Moved by: Peter McGuire

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

Carried unanimously. 7-0

B. **FY2026 Preliminary Budget Conversations/Input (continued from 3/18/25)**

Mayor Fitzsimmons reviewed the previous Town Council goals and budget conversation and noted Staff has requested Council members' direction and upcoming priorities.

Town Manager Harris stated we reached out to Buncombe County Board of Elections and the cost to hold the local elections on the odd year is approximately $44,500. *There was consensus*

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to consider changes in municipal elections after the election this year and to have one day of early voting.

Concerning the Curbie recycling services, additional information was shared with Council concerning the financial costs for recycle collections which are estimated to double if weekly collection is continued. *There was consensus to change to a bi-weekly collection of recyclables so that the customer cost is kept low and to align with other jurisdictions.*

Council member Jackson discussed remaining fiscally conservative which might mean a small tax increase to maintain the fund balance. He noted that he is against using the fund balance.

The cost of the fireworks and the Fourth of July Celebration was discussed.

Further discussion included growth and additional home building and housing inventory, State money and reimbursements, Federal funding and reimbursements, water plant costs, infrastructure and the water resiliency project.

Council member Wood addressed personnel and said she was in favor of an increased COLA and merit pay. Additional information will be shared on this topic.

Mayor Fitzsimmons summarized that with an uncertain economic year and or economic recession, it would be wise to remain fiscally conservative with the Town's savings. It may be appropriate to have a minor tax increase this year, although he noted the County may also have a tax increase.

C. **Quarterly Report – Public Works and Water**

Public Works Director Pennell provided a quarterly report on the operations of all of divisions of the Public Works Department. The report highlighted the activity, and service calls in water maintenance division. Water production included major leaks in December which affected usage, averages and available capacity, which include the future commitments, meter replacement, grounds maintenance, stormwater management, sanitation lowest tonnage and tipping fees, debris collections, and roadway improvements to Lake Louise Park, to the Public Works parking lot, and Town Hall parking lot, Nature Park and Town Hall water fountain repairs are completed.

Director Pennell answered question regarding the Federal grant for the water line replacements, Army Corp. of Engineer funding, applying funds to the waterline projects, Reems Creek connectors, and timeframes, and replacing the 4" water lines to 6" lines along Main Street, etc.

10. Adjournment

There being no further business and without objection, Mayor Fitzsimmons adjourned the regular meeting at 7:00 p.m.

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

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Town Council Budget Workshop - Minutes

Tuesday, April 15, 2025, at 6:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

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

1. CALL TO ORDER-

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

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

Staff members present: Town Manager Scottie Harris, Finance Director Tonya Dozier, Assistant Town Manager Jennifer Jackson, Public Works Director Dale Pennell, Water Plant Superintendent Randall Wilson, Police Chief Somer Oberlin, Town Clerk Tamara Mercer, Planner Graham Crawford, and A/V Coordinator Lauren Ward.

2. Presentation of Town Manager's Proposed FY: 2025-26 Budget and Budget Message

Town Manager Harris presented the proposed Fiscal Year 2025-2026 Annual Budget and Budget Message to the Town Council. He noted that the budget has been prepared in accordance with the North Carolina Local Government Budget and Fiscal Control Act, 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. Copies of the proposed budget and budget message are available to the public through the Town's website and at Town Hall.

Manager Harris reviewed the proposed budget which includes a property tax rate increase of 2 cents per $100 in value (for a proposed tax rate of $0.37), 5% water rate increases, and no fire tax increases. There are increases in the budgets for all funds with an overall increase of 5.3% over last year. Harris proposed to add three new positions and proposed a 3% cost-of-living increase and 2% merit increase. Added vehicles and equipment included: Ford Lightning Truck, Leaf Vacuum, Water System Equipment, a Generator for a Water Pump Station, and more security cameras. Capital project funding was included for fire apparatus, cellular read water meter, and waterline replacements.

Tax rate, fund balance, and property tax information was provided as well as information on the growth of personnel by department over the last 10 years.

Manager Harris provided information on an equalized approach to cost-of-living adjustments which could address fairness. If the amount of the 3% is divided equally among all employees then the employees making lower salaries could receive a COLA increase of 3% or higher and those making over $70,000 would have between 3% and 1.7% increase.

The highlights of each departmental budget were reviewed.

3. Action to Set Public Hearing on Proposed FY: 2025-2026 Budget

Motion to set a public hearing on the proposed FY:2025-26 budget for Tuesday, May 13, 2025, at 6:00 pm in the Community Room/ Council Chambers at Town Hall.

Moved by: Dee Lawrence

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

Carried unanimously. 6-0

4. Town Council Questions, Discussion, and Input

Staff requested direction regarding the tax rate increase, use of fund balance, COLA/Merit pay, authority to preorder a rescue truck, authority to post the water plant positions, and whether to hold an early voting day.

There was active discussion concerning an increase in the tax rate, continued use of fund balance, and a desire to be fiscally conservative during this time of uncertainty. *There was a general consensus that a 2-cent tax rate increase and the use of fund balance as proposed was reasonable and there may be a willingness to add more to the budget.*

There was general consensus to include the proposed 2% merit and 3% COLA with an equal distribution of COLA to all employees.

There was general consensus to authorize the preordering of the rescue truck with the understanding that no money is due at the time of order.

There was general consensus to allow the posting of the Water Treatment Plant Operator positions prior to the adoption of the FY26 budget.

There was general consensus to include one day of early voting on the Saturday before the election for this year's elections and to further discuss changing Town elections to an even year election cycle.

5. ADJOURNMENT

There being no further business and without objection, Mayor Fitzsimmons adjourned the regular meeting at 7:08 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

Draft

Town Council Regular Meeting Minutes

Monday, April 28, 2025 at 6:00 PM

Town Council Chambers, Town Hall, 30 S. Main St. Weaverville, N.C.

The Town Council regularly scheduled meeting on Monday, April 28, 2025, at 6:00 p.m. in the Town Council Chambers at Town Hall, 30 S. Main Street, Weaverville, N.C.

1. Call to Order

Mayor Patrick Fitzsimmons called the meeting to order at 6:00 pm

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

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

2. Approval/Adjustments to the Agenda

Motion to approve the agenda as presented.

Moved by: Dee Lawrence

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

Carried unanimously. 7-0

3. Conflict of Interests Statement

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

4. Consent Agenda

Town Manager Harris reviewed the consent agenda items.

Motion to approve the consent agenda as presented.

Moved by: John Chase

Draft

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

Carried unanimously. 7-0

A. Monthly Tax Report, Refunds/Releases – *approved as presented*

B. Budget Amendments – Miscellaneous – *approved as presented*

C. Extension of Tax Collections Agreement with Buncombe County – *approved as presented*

D. Annual Presentation of Town Manager Delegated Policies – *no action necessary*

E. Water Commitment Renewal – 6 Pleasant Grove Road – *approved as presented*

F. AdventHealth - Minor Modification – *no action necessary*

G. Code Amendment–Conditional District Procedures – *Public Hearing set as requested*

5. Town Manager's Report

Town Manager Harris provided his report which included updates and project information on the following:

- Firehouse Subs Public Safety Grant of $35,154 for the Fire Department rescue boat.
- Police Department Training and Standards Audit
- Reems Creek Fire Department partnership update
- Water Wheel repair possible June completion
- Private Property Debris Removal program update
- Arbor Day Celebration program
- I-26 Bridge Demolition
- Pickleball courts sound barrier installation
- Water Treatment Plant Resiliency Project
- Fire Chief update and Oath of Office Fire Chief Hunter
- Upcoming Town Council Budget workshops, meetings and FY: 2026-26 Public Hearing schedule and Memorial Day holiday

6. Public Comment

Mayor Fitzsimmons announced the public comment portion of the meeting. No one present wished to speak and there were no written comments provided.

7. Discussion & Action Items

A. **County Helene Recovery Update and Community Input Presentation**

Rachael Sawyer, Buncombe County's Director of Strategic Partnerships, presented information on the Helene recovery program, including an overview of the response and recovery planning. Buncombe County is requesting community engagement and has launched 'Envision Buncombe' survey. Residents may participate and share their future priorities on how our community recovers stronger, better, and more resilient. The Town will get the survey results

Draft

for the responses provided by those identifying themselves as Weaverville residents so that it can inform Weaverville's recovery projects.

B. **Northridge Farms – Public Street Acceptance/Commitment Request**

Assistant Manager Jackson provided a review of the Northridge Farms development project and said Forestar is the developer for the Northridge Farms Project. As part of their property acquisition, they obtained ownership of the roads within Northridge Commons Shopping Center, all of which are currently private. Forestar has submitted a request for the Town to take Northridge Commons Parkway and Northcrest Road into its public street system. A roundabout concept design is proposed to more efficiently flow traffic through the 4-way stop that is currently in place. They have also altered the crossing over Gill Branch from a bridge to a box culvert system, and that is shown on an attachment. Forestar is also requesting that the main roads to be built within Northridge Farms receive a public street commitment from the Town.

There was a general consensus among Town Council that they did not want to accept these streets into the Town's public street system at this time and under the current circumstances, but would be willing to consider it if additional information is provided.

C. **Maple Trace Streets/Stormwater Update**

Assistant Manager Jackson provided a review of the Maple Trace subdivision annexation timeline and an update to the project conditions in order for the Town to accept the private streets. Details on the projects included: the HOA payment for repairs to Water Leaf Drive, the stormwater defect repairs, grouting of catch basins, certain other drainage system defects which have been completed.

The Maple Trace HOA has paid $195,732 related to the annexation, streets, and stormwater already to do, and the quote for the line flushing is $24,500. Due to financial constraints, the HOA has requested that the flushing of the stormwater pipes be postponed until 2026, but the street acceptance be finalized in time for the paving work to proceed this year.

Council member McGuire suggested that the Town proceed to do the flushing work and charge Maple Trace for those costs after satisfactory completion of the project.

There was general consensus by Council members for the Public Works Department to complete the flushing of the pipes and then to charge the cost to the HOA.

Jackson stated that staff will continue to work on this matter and bring a revised resolution back before Town Council next month.

D. **Non-Discrimination Ordinance and Administrative Procedures**

Attorney Frue presented Town Council with a Non-Discrimination Ordinance and reviewed the administrative procedures which are proposed to be implemented. The ordinance is proposed to be effective beginning May 1, 2025.

Motion to approve the Ordinance amending Town Code to prohibit discrimination in places of public accommodations and in employment as presented.

Moved by: Dee Lawrence

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

Carried unanimously. 7-0

E. **FY2026 Budget Discussion and Direction**

Mayor Fitzsimmon noted that Council has had some budget discussions and pointed out there is a budget workshop and public hearing on the proposed budget scheduled for May 13, 2025, at 6pm. No other Town Council discussion on budget matters was desired at this meeting.

F. **Quarterly Report – Planning**

Planning Director Eller provided the Planning Department quarterly report and reviewed Senate Bill 382 which prohibits local governments from 'downzoning' a property without the property owner's consent. Mr. Eller stated that he would continue to update Council on the law as our representative in Raliegh introduced legislation to exempt Buncombe County.

G. **Quarterly Report – Finance**

Finance Director Dozier provided her quarterly financial report. Discussion included: water treatment plant expansion, generators, FEMA grant funds and disaster recovery response and relief funds, and reimbursements for the emergency repairs, replacement lines, debris management and removal, and water system repairs.

H. **Quarterly Report – Community Center**

Community Center Manager Mike DeSerio provided the quarterly report for private rentals at the Community Center, community programs data, events highlights, and breakdown of the program and rental fees.

9. Adjournment

There being no further business and without objection Mayor Fitzsimmons adjourned the meeting at 7:51 p.m.

Tamara Mercer, Town Clerk

Patrick Fitzsimmons, Mayor

Draft

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: May 19, 2025

SUBJECT: Monthly Tax Report

PRESENTER: Tax Collector

ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for April 2025

DESCRIPTION/SUMMARY OF REQUEST:

Buncombe County has provided the monthly net collections report with data through the end of April 2025 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 $4,288,490.73 out of the $4,301,680.25 total tax levy (real property, personal property, and business personal property). At the end of April 2025 there was $13,189.52 left to collect of the 2024 property taxes.

The Motor Vehicle Levy Releases/Refunds report for April has not yet been received and will be included on the May tax report.

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

Apr 2025	Property Tax Levy Release/Refund	$1.39
Apr 2025	Motor Vehicle Levy Release/Refund	TBD

COUNCIL ACTION REQUESTED:

The monthly report is provided for information only.

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

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

Town of Weaverville
MONTHLY TAX REPORT
FY 2024-2025

Tax Year 2024
Summary for YTD Apr 2025:

Original Billed Amts	$	4,297,291
Abs Adj (Adjustments by Assessor)	$	(3,866)
Bill Releases	$	(46)
Discovery Levy	$	5,305
Additional Levy	$	2,997
Net Levy	$	4,301,680
Total Current Year Collections	**$**	**4,288,491**
% Collected		**99.69%**
Total Left to be Collected:	**$**	**13,190**
Prior Years Tax Paid	$	2,564
Prior Years Interest Paid	$	281

Date run: 5/6/2025 2:15:39 PM

TR-401G Net Collections Report

NCPTS V4

Data as of: 5/5/2025 11:47:59 PM

Report Parameters:

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

Date Sent to Finance End: **Max - April 30, 2025**

Abstract Type: **BUS,IND,PUB,REI,RMV**

Tax District: **WEAVERVILLE**

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

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

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

Collapse Districts: **N**

Default Sort-By: **Tax Year**

Grouping: **Tax District,Levy Type**

Fiscal Year Activity from July 1, 20XX to April 30, 2025								Activity from April 1, 2025 to April 30, 2025			
Tax Year	Orig. Billed Amt ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)	Net Levy ($)	Amt Collect. ($)	Unpaid Balance ($)	Amt Collect. ($)	Abs. Adj ($)	Bill Releases ($)	Disc. Levy ($)
		Assessor Refunds ($)	Net Collections ($)	Additional Levy ($)	Collection Fee Amt ($)	% Coll.	% Uncoll.			Assessor Refunds ($)	Additional Levy ($)
TAX DISTRICT: WEAVERVILLE	**LEVY TYPE: Interest**										
2024	0.00	0.00	0.00	0.00	0.00	4,435.47	0.00	1,220.48	0.00	0.00	0.00
		0.00	4,435.47	0.00	0.00	NA	NA			0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	6,593.48	0.00	0.00	0.00	0.00	0.00
		0.00	6,593.48	0.00	0.00	NA	NA			0.00	0.00
2022	0.00	0.00	0.00	0.00	0.00	4,927.24	0.00	0.00	0.00	0.00	0.00
		0.00	4,927.24	0.00	0.00	NA	NA			0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	5,085.95	0.00	0.00	0.00	0.00	0.00
		0.00	5,085.95	0.00	0.00	NA	NA			0.00	0.00
2020	0.00	0.00	0.00	0.00	0.00	11,905.62	0.00	0.00	0.00	0.00	0.00
		0.00	11,905.62	0.00	0.00	NA	NA			0.00	0.00
2019	0.00	0.00	0.00	0.00	0.00	5,056.63	0.00	0.00	0.00	0.00	0.00
		0.00	5,056.63	0.00	0.00	NA	NA			0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00
		0.00	316.01	0.00	0.00	NA	NA			0.00	0.00
2017	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00
		0.00	39.57	0.00	0.00	NA	NA			0.00	0.00

2016	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00
		0.00	64.92	0.00	0.00	NA	NA			0.00	0.00
2015	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00
		0.00	100.08	0.00	0.00	NA	NA			0.00	0.00
2014	0.00	0.00	0.00	0.00	0.00	47.72	0.00	0.00	0.00	0.00	0.00
		0.00	47.72	0.00	0.00	NA	NA			0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	0.00	0.00	0.00	0.00	0.00
		0.00	1,020.36	0.00	0.00	NA	NA			0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	0.00	0.00	0.00	0.00	0.00
		0.00	730.74	0.00	0.00	NA	NA			0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	0.00	0.00	0.00	0.00	0.00
		0.00	12.59	0.00	0.00	NA	NA			0.00	0.00
Sub.	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**40,336.38**	**0.00**	**1,220.48**	**0.00**	**0.00**	**0.00**
		0.00	**40,336.38**	**0.00**	**0.00**	**NA**	**NA**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: LATE LIST PENALTY**									
2024	2,330.93	1.55	0.36	215.40	2,544.42	2,479.33	65.09	46.03	0.00	0.00	0.00
		0.00	2,479.33	0.00	0.00	97.44 %	2.56 %			0.00	0.00
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,169.10	47.05	0.00	0.00	0.00	0.00
		0.00	9,169.10	80.35	0.00	99.49 %	0.51 %			0.00	0.00
2022	2,555.97	4.77	0.80	733.13	3,283.53	3,267.17	16.36	0.00	0.00	0.00	0.00
		0.00	3,267.17	0.00	0.00	99.50 %	0.50 %			0.00	0.00
2021	1,320.31	65.20	0.54	3,159.35	4,413.92	4,392.09	21.83	0.00	0.00	0.00	0.00
		0.00	4,392.09	0.00	0.00	99.51 %	0.49 %			0.00	0.00
2020	1,211.84	478.88	0.96	6,083.77	7,047.59	7,032.49	15.10	0.00	0.00	0.00	0.00
		0.00	7,032.49	231.82	0.00	99.79 %	0.21 %			0.00	0.00
Sub.	**16,573.95**	**605.87**	**3.02**	**10,228.38**	**26,505.61**	**26,340.18**	**165.43**	**46.03**	**0.00**	**0.00**	**0.00**
		0.00	**26,340.18**	**312.17**	**0.00**	**99.38 %**	**0.62 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: TAX**									
2024	4,297,291.04	3,866.28	46.29	5,304.73	4,301,680.25	4,288,490.73	13,189.52	29,511.74	0.00	1.39	0.00
		437.67	4,288,928.40	2,997.05	0.00	99.69%	0.31 %			0.00	0.00
2023	4,196,765.41	2,953.48	60.16	8,428.28	4,204,328.91	4,202,612.09	1,716.82	0.00	0.00	0.00	0.00
		0.00	4,202,612.09	2,148.86	0.00	99.96 %	0.04 %			0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,349.10	1,160.88	0.00	0.00	0.00	0.00
		735.06	3,990,084.16	0.00	0.00	99.97 %	0.03 %			0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,475.49	2,932.22	0.00	0.00	0.00	0.00
		726.57	3,726,202.06	2,934.84	0.00	99.92 %	0.08 %			0.00	0.00
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,017.69	1,023.50	0.00	0.00	0.00	0.00

		2,156.28	3,374,173.97	2,726.76	0.00	99.97 %	0.03 %			0.00	0.00
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	0.00	0.00	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00	100 %	0 %			0.00	0.00
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	0.00	0.00	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00	100 %	0 %			0.00	0.00
2011	82.56	0.00	0.00	0.00	82.56	82.56	0.00	0.00	0.00	0.00	0.00
		0.00	82.56	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**19,693,540.18**	**21,115.31**	**3,379.27**	**56,456.26**	**19,736,309.37**	**19,716,286.43**	**20,022.94**	**29,511.74**	**0.00**	**1.39**	**0.00**
		4,055.58	**19,720,342.01**	**10,807.51**	**0.00**	**99.90 %**	**0.10 %**			**0.00**	**0.00**
TAX DISTRICT: WEAVERVILLE		**LEVY TYPE: WEAVERVILLE TAX**									
2019	49,954.82	0.00	193.07	0.00	49,761.75	44,424.98	5,336.77	0.00	0.00	0.00	0.00
		0.00	44,424.98	0.00	0.00	89.28 %	10.72 %			0.00	0.00
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	659.11	0.00	0.00	0.00	0.00
		0.00	914.17	0.00	0.00	58.11 %	41.89 %			0.00	0.00
2017	771.97	0.00	566.38	0.00	205.59	145.15	60.44	0.00	0.00	0.00	0.00
		0.00	145.15	0.00	0.00	70.60 %	29.40 %			0.00	0.00
2016	217.62	0.00	2.56	0.00	215.06	168.06	47.00	0.00	0.00	0.00	0.00
		0.00	168.06	0.00	0.00	78.15 %	21.85 %			0.00	0.00
2015	201.36	0.00	8.59	0.00	192.77	160.43	32.34	0.00	0.00	0.00	0.00
		0.00	160.43	0.00	0.00	83.22 %	16.78 %			0.00	0.00
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	2,047.01	0.00	0.00	0.00	0.00
		0.00	72.85	0.00	0.00	3.44 %	96.56 %			0.00	0.00
2013	570.35	0.00	0.00	0.00	570.35	1.15	569.20	0.00	0.00	0.00	0.00
		0.00	1.15	0.00	0.00	0.20 %	99.80 %			0.00	0.00
2012	316.30	0.00	111.58	0.00	204.72	204.72	0.00	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	100 %	0 %			0.00	0.00
Sub.	**55,735.14**	**0.00**	**891.76**	**0.00**	**54,843.38**	**46,091.51**	**8,751.87**	**0.00**	**0.00**	**0.00**	**0.00**
		0.00	**46,091.51**	**0.00**	**0.00**	**84.04 %**	**15.96 %**			**0.00**	**0.00**
Total	**19,765,849.27**	**21,721.18**	**4,274.05**	**66,684.64**	**19,817,658.36**	**19,829,054.50**	**28,940.24**	**30,778.25**	**0.00**	**1.39**	**0.00**
		4,055.58	**19,833,110.08**	**11,119.68**	**0.00**	**99.85 %**	**0.15 %**			**0.00**	**0.00**

Signature (Tax Collector) _____

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: May 19, 2025

SUBJECT: Approval of Curbside Recycling Contract

PRESENTER: Town Manager Harris

ATTACHMENT: Proposed Contract

DESCRIPTION/SUMMARY OF REQUEST:

The Town's recycling contract with Curbside Management, LLC, ("Curbie") is due to expire at the end of June 2025.

Consistent with prior discussion with Town Council the proposed 5-year contract shifts to a bi-weekly collection schedule in order to keep the pass-through costs to customers down and align with recycling services provided to every other jurisdiction in the County.

The proposed cost to customers beginning July 1 will be $3.65 per month with annual adjustments being made based on the CPI like under the current contract. For comparison, the current rate is $3.79 per month for weekly collection, but will increase to over $7.00 per month if the Town does not alter operations to bi-weekly collection.

If a customer needs additional recycling containers those can be provided with a corresponding additional monthly expense. If a customer needs assistance with setting out their container then that can be arranged in advance with a $2.00 per month fee added.

COUNCIL ACTION REQUESTED:

Town Council is asked to authorize the Town Manager to finalize and execute a recycling contract with Curbside Management, LLC., consistent with the parameters set out above.

State of North Carolina
County of Buncombe

Town of Weaverville Curbside Recycling Contract

THIS CURBSIDE RECYCLING CONTRACT made and entered into this _____ day of_____, 2025, by and between Curbside Management, LLC, a North Carolina corporation, with its principal office located in Asheville, North Carolina (hereinafter called "Contractor") and the Town of Weaverville, a North Carolina municipal corporation organized and existing under the laws of the State of North Carolina (hereinafter referred to as "Town").

WHEREAS, after careful consideration of the past (27) twenty-seven years performance of the Contractor, the Town Council has authorized the acceptance and execution of a new contract with the Contractor for curbside recycling; and

WHEREAS the Contractor is in the business of providing curbside collection and recycling services and has the ability, facilities and desire to provide such service to the Town.

NOW, THEREFORE, in consideration of the premises and in further consideration of the mutual agreement contained herein, as well as the financial consideration hereinafter referred to, the parties hereto agree as follows:

A. DEFINITIONS:

1. Customer: As used herein, the term Customer shall mean a single-family unit or multi-family unit, or a commercial business within the Town's central business district, located within the jurisdiction of the Town that participates in the Town's solid waste collection program.

2. Accepted Recyclable Materials:
   - Metal Cans - Aluminum, Steel, and Tin
   - Plastic #1-7 Containers - bottles, tubs, jugs, and jars ONLY
   - Glass Bottles and Jars - clear, brown, and green
   - Gable-top Milk & Juice Cartons
   - Newspapers & Inserts
   - Corrugated Cardboard
   - Mixed Paper -
     - Catalogs, junk mail, magazines, paper egg cartons, envelopes, manila envelopes, office paper, phone books, glossy paper, Post-It notes, cereal boxes, brown paper bags, paper towel rolls, etc.

3. Recycling Collection Service: The following services are included:
   a. The scheduled collection of recyclable materials on a bi-weekly basis, which will include the sorting and preparation of Accepted Recyclable Materials for marketing at the processing center:
   b. Marketing the material:
   c. Keeping accurate records of the amount of Accepted Recyclable Materials collected weekly, and to the extent commercially reasonable, that properly sorted recyclables will not be landfilled.

B. TERMS AND CONDITIONS:

1. The term of this contract shall be for five (5) years, commencing on the first pick-up day after the new contract is executed. Thereafter the contract will automatically renew for one-year periods unless either party gives 30-day written notice prior to the expiration of the contract.

2. The Town shall compensate the Contractor at a rate of **$3.65 per Customer per month.** Any Customer requiring an additional recycling container will be assessed at a rate of $3.65 per additional container provided by the Town. On the anniversary of the term of this contract, the Town shall adjust upward the Base Rate(s) and costs for additional services. The annual adjustment shall be based on the prior annual January-to-December calendar year percent change in the Consumer Price Index (CPI) of all urban consumers for the southern region as published by the United States Department of Labor, Bureau of Labor Statistics. New rates and prices shall be adjusted to the nearest cent. Any increases requested by the Contractor due to extraordinary expenses in excess of CPI will require bilateral approval of both parties.

3. An additional fee of **$2.00 per Customer per month** will be assessed for all Customers requiring On-Premise collection service. On-Premise collection is defined as a Customer who is approved and communicated by the Town to the Contractor as requiring service in which the Customer is physically unable to bring the roll-out container to the curb for scheduled collection. This service requires that the container is within a reasonable walking distance from the street curb or may be accessed by a heavy commercial vehicle.

4. Contractor will invoice the Town as of the last day of the current month based upon the current estimated number of solid waste Customers. As Customers are added within "Town limits", the Town will supply addresses to the Contractor and add the total to the monthly billing. The Town shall also provide to the Contractor addresses of any Customer requiring additional recycling containers. The Town shall remit payment within 15 days of receipt of the invoice.

C. RESPONSIBILITIES OF THE TOWN:

1. Customer Service: The Town shall provide overall general education and promotion of the curbside recycling program. The Town shall also forward all service requests/ complaints concerning the curbside collection of recyclables to the Contractor's designated contact person.

2. Program Publicity: The Town shall produce all printed materials necessary for educating Customers about the specifics of the program and the services being rendered. The Town shall publicize the curbside recycling program through local mass media and other means as it sees fit to fully convey program information to Customers.

3. New Additions: The Town shall promptly notify the Contractor of any new addresses, Subdivisions or areas to be added to the curbside recycling routes, or Customers requiring additional recycling carts by promptly forwarding a revised listing of Town's Customers to be served.

4. On-Premise Service: The Town shall promptly notify the Contractor of any Customers requiring On-Premise service. The Contractor will then be authorized to enter onto the Customer's property to retrieve and return the cart from a pre-approved exterior location. In most cases, this will mean the Contractor will walk onto the Customer's property. In some instances, this may require the Contractor to drive its heavy commercial vehicle onto the Customer's driveway for collection, in which the Customer will hold the Contractor harmless from any and all damages to curbs, driveways, walkways, etc. that may result in a heavy commercial vehicle driving upon that surface. The Contractor and the Town must mutually approve of the On-Premise collection prior to its initiation to ensure that the container's location is within a reasonable walking distance or accessible by a heavy commercial vehicle.

5. The Town shall notify the Contractor of all changes made to its solid waste collection schedules to enable the Contractor to reconfigure its recycling routes. Prior to the commencement of this contract, the Town shall provide the Contractor with the number of solid waste Customers to be served and the address of each of them. The Town shall revise the figure monthly as necessary to keep the number current.

6. Provision of Containers: During the term of this Contract, Town shall purchase and maintain an inventory of Recycling Containers for distribution to Customers and for replacement of Recycling Containers. Replacement and delivery of the containers are the responsibility of the Town.

6. Collection Schedule: The Town will communicate to all Customers their bi-weekly collection schedule- whether their recycling will be designated as an "A-Week" or "B-Week".

D. <u>RESPONSIBILITIES OF THE CONTRACTOR</u>:

1. The Contractor shall be responsible for emptying each Customer's recycling containers of its contents of Accepted Recyclable Materials on their designated collection day. No sorting of the recyclables by the Customer is required. A special collection of large volumes of recyclables from Customer move-ins and move-outs shall be arranged separately by Customers.

2. The Contractor will provide all equipment necessary to operate the bi-weekly curbside collection program. All equipment will be properly registered, inspected, licensed and insured.

3. The Contractor shall designate a contact person who will be available at all times during collection operations to answer the Town's and Customer's inquiries, respond to Customer complaints, and direct the program. This contact person shall have ready and direct access to Contractor's crews throughout each collection day.
4. The Contractor shall provide a local or toll-free telephone number that the Town and Customers may call during regular business hours for Customer assistance, regarding missed collections, late set outs or route completion status.

5. The Contractor shall respond within one business day of any complaint about curbside collection. The Contractor will be responsible for returning to an area that has been serviced in the event that any misses have occurred whenever notified within 48 hours

of the missed collection.

Contractor Notified	Collection Required
Prior to 1:00 p.m.	Same Day
1:00 p.m. or after	Next Business Day – Monday-Thursday

6. The Contractor will not be responsible for returning to an address when it is noted that the address had no recycling out at the time of collection or in the event that the recycling cart contained excessive contamination of non-accepted materials (such as plastic bags, Styrofoam, yard waste, food waste, clothing, wire, etc).

5. The Contractor will service all recycling routes to coincide with the Town's sanitation route schedule whenever possible.

6. The Contractor will list any new addresses and add the total to the new Customer addresses (as supplied by the Town).

E. COLLECTION:

1. The Contractor shall collect, process and market all Accepted Recycling Materials as defined herein.

2. Contamination:

   a. Contamination is any material not included in the Accepted Materials Recyclable Materials list. Bagged materials, regardless of the bag's contents, may be considered contamination. Other examples of contamination include, though is not limited to: food waste, yard waste, wires, clothing, plastic or metal trays, wood, plastic clam shell containers, Styrofoam, etc.

   b. With the first occurrence of contamination of non-accepted materials in the recycling cart in excess of 10%, Contractor shall attempt to collect all properly prepared designated recyclables. Improper content (i.e., those materials that are not on the Accepted Recyclable Materials list) do not have to be collected by the Contractor and may be left along with a notification placed on the container informing the Customer of proper recycling procedures.

   c. On the second occurrence of contamination of non-accepted materials in the recycling cart in excess of 10%, Contractor may leave all materials in the container and shall place a notification on the container informing the Customer of proper recycling procedures.

3. Collection Procedures:

   a. The Customer must place all loose, unbagged Accepted Recycling Materials in the Town-provided blue roll-out cart and place that at the curbside for collection no later than 7:00am on the day of collection.

   b. Excess or bulky broken-down corrugated cardboard may be placed curbside, outside of the container in a stack not to exceed three by three feet.

4. The Contractor's collection schedule must be performed bi-weekly, year-round in accordance with the Town's existing solid waste/trash collection schedule. The recycling collection routes need not follow solid waste collection routes but must conform to the same collection day, which occurs Monday through Wednesday each week. The Contractor's schedule shall include the following:

    a. Collection shall not begin prior to 7:00 a.m.
    b. Collections shall follow the same holiday and snow schedule as the Town's solid waste/trash collection to the extent that it is possible. A copy of the Town's annual holiday schedule shall be provided to Contractor at least two (2) weeks prior to commencement of this Contract)
    c. Contractor must incorporate within its schedule make-up collection days for inclement weather conditions that have prevented regular collection.

5. Should any Accepted Recyclable Material collected fall beneath a market value of $0.00, that particular commodity will be eliminated from the recycling program with mutual agreement with the Town and would not be picked up by the Contractor until such time as the market value goes above zero.

6. The Contractor shall be responsible the processing and marketing of all recyclable materials collected.

    All materials collected shall be processed for recycling, reuse, and/or resale. The Contractor shall ensure that the Accepted Recyclable Materials collected are not deposited into the landfill or disposed of in any manner by the employees, Subcontractors, or others in which disposal prevents reuse as approved by the North Carolina Division of Waste Management. The sole exception to landfill disposal of recyclable materials collected by the Contractor shall be in the event that a type or category of recyclable materials cannot be reused, marketed or sold at any price above $0.00, excluding transportation fees, for a period of ninety (90) days from the date of collection and processing of said recyclable materials. In such event, the Accepted Recyclable Materials are permitted, under this section, to be disposed into a landfill. The Town shall be solely responsible for the payment of landfill "tipping" fees when no other alternative exists. In said events, the burden of proof shall be upon the Contractor to prove that such type or category of Accepted Recyclable Material could not be sold for a price above $0.00 and the proof must be acceptable to the Town.

F. <u>REPORTS</u>:

1. Report Requirements: The Contractor shall perform reporting services to the Town which shall consist of the following:

    a. Monthly Reports: The Contractor shall submit monthly reports to the Town during the entire contract period, commencing upon the effective date of the contract. These monthly reports shall be due within fifteen (15) days after the end of each month being reported and shall include:

        1. The actual tonnage of all recyclable material including average weight per Customer and average weight per set out.

2. The number of Customer on-premise pick-ups and the estimated participation rate of Town Customers.

3. The total yearly tonnage of recyclable materials sold, reused, or land filled.

b. Annual Reports: The Contractor shall submit annual reports during the entire contract period. These reports shall be due within forty-five (45) days after the end of the calendar year being reported. These reports shall include:

1. A description of all yearly services;

2. The average yearly participation rate;

3. The total yearly tonnages of recyclable material collected.

2. All records or documents required to be maintained by Contractor pursuant to this Contract shall be made available to the Town for inspection or audit, at any time during regular business hours, upon written request by the Town.

G. SUBCONTRACTORS/LABOR AND COSTS

1. Processing and marketing of recyclables may be performed by subContractors. All SubContractors shall meet the same requirements imposed upon the Contractor as set forth in Section I. Provided, however, that Contractor shall remain solely responsible to the Town in furnishing all labor and equipment required for the successful performance of this Contract.

H. INSURANCE:

1. The Contractor shall be required to carry for the life of the Contract with the Town:

a. Comprehensive General Liability Insurance in the amount of at least One Million Dollars ($1,000,000) per occurrence combined single limit for bodily injury liability and property damage liability.

b. Comprehensive Automobile Liability Insurance in the amount of at least Five Hundred Thousand Dollars ($500,000) per occurrence combined single limit for bodily injury and property damage liability.

c. Workers' Compensation to the statutory limits requested by the State of North Carolina and Employer's Liability, minimum acceptable limits of $100,000/$500,000, $100,000.

2. Indemnification: Contractor shall defend, indemnify, and hold harmless the Town from all loss, liability, claims, or expense arising from bodily injury, including death or property damage, to any person or persons caused in part or in whole by the negligence or willful misconduct of Contractor except to the extent same are caused by the negligence or willful misconduct by the Town or its agents arising out of performance of this contract. Contractor further agrees to hold harmless and indemnify the Town of any and all losses

for workers compensation and/or employer's liability for claims arising from the work performed by Contractor's employees under this agreement.

I. ASSIGNMENT:

Neither Contractor nor Town may assign, sublet or transfer any rights under or interest (including, without limitation, moneys that may become due or moneys that are due) in this Contract without the prior written consent of the other party, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law.

Except as may be expressly state otherwise in this Contract, nothing under this Contract shall be construed to give any rights or benefits in this Contract to anyone other than Contractor and Town and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of Contractor and Town and not for the benefit of any other party.

J. NON-PERFORMANCE OR DEFAULT:

1. In the event the Contractor becomes insolvent, makes and assignment for the benefit of its creditors, becomes the subject of any bankruptcy, reorganization or arrangement proceeding or defaults in any obligation, which default would foreclose the Contractor from performing any of its obligations hereunder, such action shall be a default hereunder and this Contract may be terminated by the Town without further obligation, responsibility or liability of the Town to the Contractor.

2. A continued high level of substantive Customer complaints about recycling collection shall be considered a cause for possible termination of the Contract. As determined by the Town, the definition of a "high level of substantive Customer complaints" includes, but is not limited to:

    a. Greater than three (3) unsatisfactory performance complaints per month for three (3) consecutive months, which may include, but shall not be limited to:
        i. Failure to respond to a Customer complaint within the specified time constraints;
        ii. Continued and repeated misses of pick up at a particular Customer, street, or subdivision;
        iii. Continued misuse and/or mishandling of materials;
        iv. Damage to personal property;
        v. Failure to obey traffic regulations;
        vi. Discourteous treatment of Customers;
        vii. Late submission of monthly or annual reports
        viii. Failure to adhere to local, state, and federal laws pertaining to the performance of this Contract on behalf of the Town.

    b. Greater than five (5) unresolved recycling misses per month for three (3) consecutive months, but not to include complaints about missed pickup where the Contractor can demonstrate that there was late set out by the Customer.

J. TERMINATION:

1. Substantial Failure: The obligation to provide further services under this contract may be terminated by the Town upon thirty (30) days written notice in the event of failure by the Contractor to perform in accordance with the terms hereof. The Contractor shall be given a fourteen (14) calendar day cure period after written notice (delivered certified mail, return receipt requested) of the Town's intent to terminate. In the event that the Contractor can not cure the problems within that fourteen day period Contractor will be paid for all services rendered to the date of termination.

2. The Contractor may terminate this Contract upon the Town's failure to compensate the Contractor under the terms of this contract, following the same procedure as set forth in subsection 1 of this section I.

K. GENERAL PROVISIONS:

1. Equal Employment Opportunity: The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

2. Drug- Free Workplace Certification: The Contractor shall comply with the drug-free workplace policy as set by the Town.

3. Unenforceable Clause: If any provision or part of the Contract is held to be void, invalid, illegal or unenforceable under any law or regulation such void, invalid, or illegal or unenforceable provision shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Contractor and Town and this Contract shall be considered as if such void, invalid, illegal or unenforceable provision had never been included herein.

4. Titles of Sections: Headings within the Contract are for convenience only and do not define, limit, or construe the contents of such sections.

5. Entirety: This Contract and the documents incorporated by reference herein constitute the entire agreement between the parties and supersede any and all prior written or oral understandings. This Contract may only be amended, supplemented, or modified by written instrument duly executed by both parties.

6. Notices: All notices required under this Contract shall be in writing, addressed to the parties as set forth below and sent by registered or certified, return receipt request, or by a nationally recognized overnight courier service. All notices shall be effective upon the date of receipt. The designated contract person for each party shall be as follows:

Town of Weaverville	Curbside Management, LLC
C/O Town Manager	C/O Brendan Roberts
30 South Main Street	PO Box 18722
Weaverville, NC 28787	Asheville, NC 28814

7. Independent Contractor: The Contractor shall perform all work and services described herein as an independent Contractor and not as an officer, agent, servant, or employee of the Town.

8. Compliance with Laws and Regulation: The Contractor shall obtain and retain all necessary permits and licenses required for the performance of this Contract. Additionally, the Contractor shall comply with all federal, state, and local laws and regulations now in effect or hereinafter enacted during the term of this Contract.

9. Waivers: A waiver of any breach of any provision of this Contract shall not constitute or operate as a waiver of any further breach of such provision or a waiver of a breach of any other provision of the Contract, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be duly executed pursuant to authorization contained in a duly adopted resolution or has otherwise been duly authorized to sign on behalf of their respective organization

Town of Weaverville, NC	Curbside Management, LLC
_____	_____
David Scott Harris, Town Manager	Brendan Roberts, Vice President
Seal:	Seal:

The foregoing instrument was preaudited in the manner required by the North Carolina Local Goverment Budget and Fiscal Control Act.

_____
Tonya Dozier, Finance Officer

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: May 19, 2025

SUBJECT: WBA Music on Main Event – Social District

PRESENTER: Town Manager Harris

ATTACHMENTS: Social District Ordinance with Management Plan

DESCRIPTION/SUMMARY OF REQUEST:

The WBA has planned its annual Music on Main event to be held on Saturday, June 14 from 3:30 pm to 9:00 pm. Town Council has already approved the road closure and is now asked to authorize a social district for this event. The attached event map shows what is planned and where. There are only minor changes to the social district map and management plan in order to build on the success of last year's event and improve the safety of the event.

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

TOWN COUNCIL ACTION REQUESTED:

Town Council action to adopt the social district ordinance as presented. Suggested motion:

> *Motion to adopt the Ordinance Creating an Event-Specific Social District for the WBA Music on Main Event to be held on June 14, 2025*

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 14, 2025, 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 14, 2025. 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 be 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 14, 2025.

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 19th day of May,, 2025, with ___ voting in favor and __ against.

_____

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

_____

TAMARA MERCER, Town Clerk

Music on Main Event Map 2025

EXHIBIT A



EXHIBIT B

Weaverville Social District Management and Maintenance Plan

as of May 1st, 2025

RULES OVERVIEW

Alcohol may be consumed in the Social District on Saturday, June 14th 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 one Social District beverage 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:


Music on Main Event Map 2025
Road Closed
Vehicle Defeating Barrier
Three Tier Barrier
Road Closed
Food Lounge
30 ft
40 ft
10 ft
40 ft
Weaverville Realty Musician Green Room
Kids Activity Zone
Stage
10
Three Tier Barrier
Road Closed
Map Key:
No Alcohol Beyond This Point Sign
Social District Boundary
Special Event Boundary
Porta potties
WBA Non- Alcoholic / Snack Tent
WBA Info & Beer Tents
Sponsor Tents/Zones
Road Closure
Food Truck
Google

Boundary Sign:

Walk the Weave

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 14th, 3:30-9PM

DAYS AND HOURS OF OPERATION

The Weaverville Social District will operate on **Saturday June 14th, 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 beverage or wine drinks at one time to a single person. NO mixed beverage or spirituous liquor drinks are allowed outside of ABC permitted establishments.
- 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.

CUPS

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.

Walk the Weave

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.

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: _____

Monday, May 5th, 2025

Permission to Use a Section of Main Street for the Music on Main Beer and Wine Tent

Tent Location: In the middle of Main Street, in the section adjacent to the parking lot between 2 S. Main St and 3 N. Main St, Weaverville, NC 28787

We, the Weaverville Business Association, request the use of a 10x20 section of Main Street (in between the Prescription Pad parking lot and the Art Accents storefront) for the purpose of serving beer and wine under a one-time event ABC Permit during Weaverville's Music on Main, June 14th 2025 from 3:30 pm to 9:00 pm.

Permission Approved By:

David Scott Harris, Town Manager
Town of Weaverville

Date: 5/6/2025

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE: May 19, 2025

SUBJECT: Board Appointments

PRESENTER: Mayor Fitzsimmons

ATTACHMENTS: Proposed Roster – Tree Board

DESCRIPTION/SUMMARY OF REQUEST:

The Mayor recommends appointments to the Tree Board as outlined below.

There is a regular member Town Resident term expiring and that member has agreed to be reappointed for a three-year term. This citizen also serves as the Chairman on the Tree Board. There is an alternate member Town Resident term expiring and that alternate member has agreed to be reappointed for a three-year term. A resignation has been received for a regular member who resides outside of Town limits. We have received an application from a citizen who also resides outside of Town limits.

For your consideration; the reappointment to the two expiring terms and to appoint a new member in the vacant (open) seat.

COUNCIL ACTION REQUESTED:

Suggested motion: *I move the approval of the following board reappointments/appointments:*

Russ Kantner – reappointment as a regular member who resides within the Town limits of the Tree Board for a three-year term ending May of 2028.

William (Bill) Mobley – reappointment as an alternate member who resides within the Town limits to the Tree Board to serve a new 3-year term ending May 2028.

Patrice Sheehan - appointment as a regular member who resides outside of the Town limits to serve a vacant seat on the Tree Board for an unexpired term ending May 2026.

WEAVERVILLE TREE BOARD				
Regularly meets _1st Wednesday of the month at 6 pm in Community Room/Council Chambers at Town Hall				
NAME AND POSITION	**CONTACT INFORMATION**	**FIRST APPT**	**DATE OF APPT**	**TERM (3 YEARS)**
Gary Harmon Regular Member	*Town Resident*	2024	January 2025	May 2024 – 2027
Pauline Griffith Regular Member	*Town Resident*	2024	May 2024	May 2024 - 2026
Russ Kantner Regular Member	*Town Resident*	2024	May 2025	May 2025-2028
Inger Stallman-Jorgensen Regular Member	*Town Resident*	2024	June 2024	June 2024 – May 2027
Patrice Sheehan Regular Member	*Outside Town limits*	2025	May 2025	May 2025 – 2026
Jeff Colavecchia Regular Member	*Outside Town limits*	2024	May 2024	May 2024 –2025
Caroline Lord Regular Member	*Outside Town limits*	2024	May 2024	May 2024 – 2027
Caleb Hudson Alternate Member	*Outside Town limits*	2024	May 2024	May 2024 – 2026
William Mobley Alternate Member	*Town Resident*	2025	May 2025	May 2025-2028
Scottie Harris Town Manager	828-484-7001 (direct line) sharris@weavervillenc.org			
Tamara Mercer Clerk/Board Sec.	828-484-7003 (direct line) tmercer@weavervillenc.org			

Last updated May 2025

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	May 19, 2025
SUBJECT:	Waterline Acceptance – Encore at Reems Creek (Phase 1)
PRESENTER:	Public Works Director
ATTACHMENTS:	Easement Plat

DESCRIPTION/SUMMARY OF REQUEST:

Encore at Reems Creek Townhomes, LLC, is the owner and developer of the townhouse project known as Encore at Reems Creek that is being constructed at 480 Reems Creek Road. Phase 1 of the waterlines within the development have now been completed and the Town has been asked to accept those lines into the Town's public water system. The easement plat that is attached shows the 8-inch waterline that was constructed and the 20-foot wide easement.

The Public Works Director is requesting that Town Council accept the waterline extension and related improvements into the Town's water system subject to staff level approval by the Public Works Director, Town Manager and Town Attorney. The Public Works Director also urges Town Council to set a waterline repair guaranty at $2,500.00 to cover any defects that might be discovered within three years of our acceptance. Upon approval staff will be working with the owner to get the necessary easement documents in place.

ACTION REQUESTED:

Council action to (1) accept the waterline extension and related improvements into the Town's water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and (2) set the repair guaranty amount at $2,500.00. The following is suggested as a motion:

> *I move that we accept the waterline extension and related improvements for Encore at Reems Creek into the Town's water system subject to staff level approval by the Town Manager, Town Attorney and Public Works Director, and to set the repair guaranty amount at $2,500.00.*

NOTES

* THIS SURVEY WAS PREPARED WITHOUT BENEFIT OF ABSTRACT TITLE AND MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY-AT-LAW.

* THIS SURVEY MAY BE SUBJECT TO ALL RIGHTS-OF-WAYS, EASEMENTS, RESERVATIONS AND RESTRICTIONS, WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED.

* THE CERTIFICATION SHOWN HEREON IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM FROM ENCUMBRANCES.

* ADJOINING PROPERTY OWNER INFORMATION TAKEN FROM THE BUNCOMBE COUNTY GIS WEBSITE.

* NO UNDERGROUND UTILITIES WERE LOCATED. CALL 1-800-632-4949 BEFORE DIGGING.

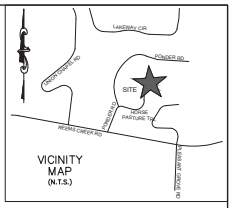
* BASED ON GEOGRAPHICAL INFORMATION, THIS PROPERTY LIES IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM, FLOOD INSURANCE RATE MAP 3700975200J, EFFECTIVE DATE JANUARY 6, 2010.

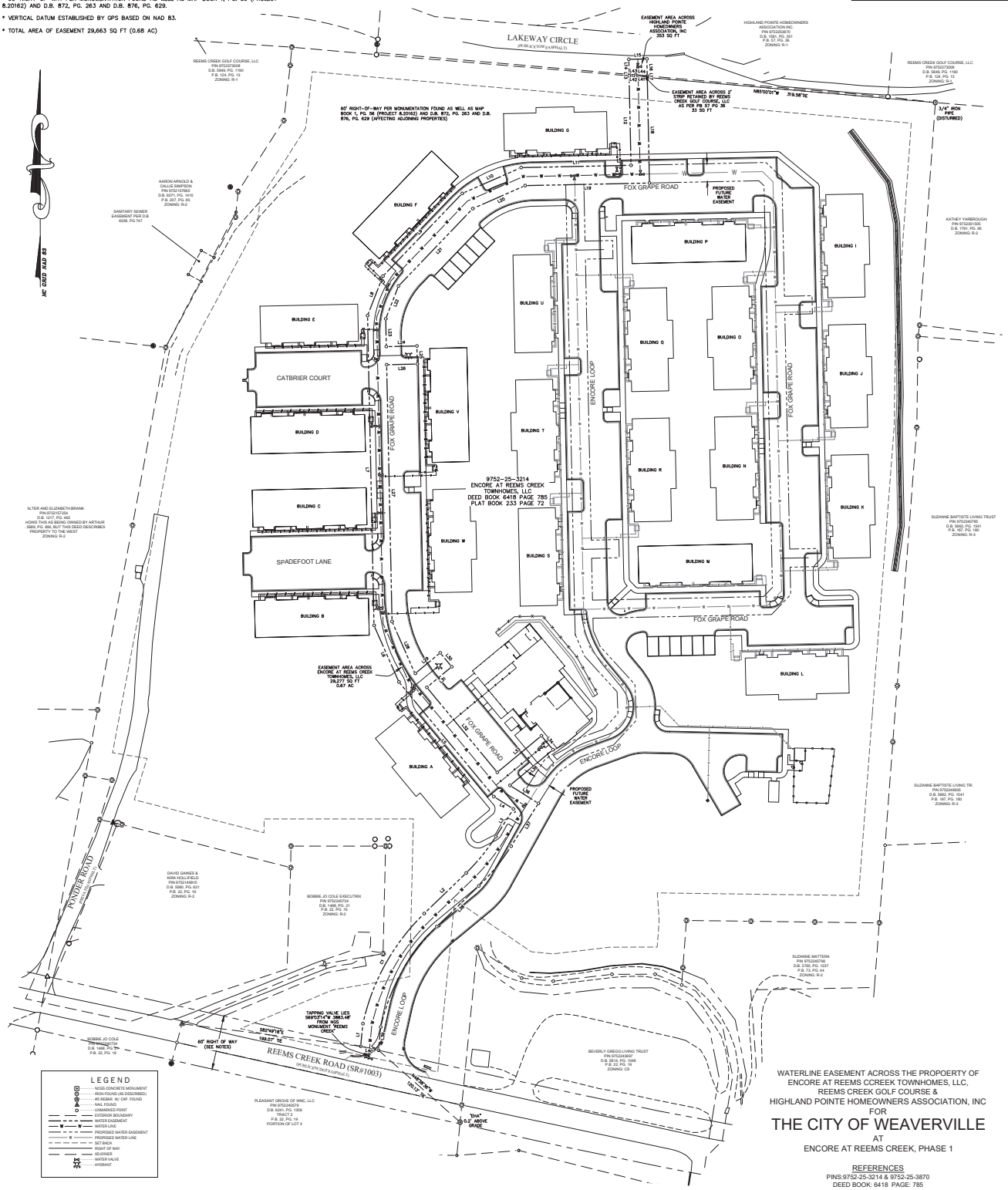
* ALL DISTANCES SHOWN HEREON ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.

* 60' RIGHT-OF-WAY PER MONUMENTATION FOUND AS WELL AS MAP BOOK 1, PG. 56 (PROJECT 8.20162) AND D.B. 872, PG. 263 AND D.B. 876, PG. 629.

* VERTICAL DATUM ESTABLISHED BY GPS BASED ON NAD 83.

* TOTAL AREA OF EASEMENT 29,663 SQ FT (0.68 AC)





LINE	BEARING	DISTANCE
L1	N02°28'13"E	24.55'
L2	N49°45'08"E	64.42'
L3	N33°49'08"E	36.17'
L4	N74°38'08"E	29.81'
L5	N74°38'08"E	105.43'
L6	N74°38'08"E	65.57'
L7	N01°11'48"W	343.44'
L8	N01°11'48"W	65.85'
L9	N43°48'11"E	126.53'
L10	N89°18'11"E	71.09'
L11	N89°48'11"E	93.07'
L12	N89°48'11"E	18.00'
L13	N01°11'48"W	18.00'
L14	N01°11'48"W	16.47'
L15	N89°48'11"E	20.00'
L16	S01°11'48"E	18.88'
L17	S01°11'48"E	11.70'
L18	S89°48'11"W	117.10'
L19	S89°48'11"W	93.07'
L20	S89°18'11"W	71.09'
L21	S43°48'11"W	118.58'
L22	S01°11'48"E	38.89'

LINE	BEARING	DISTANCE
L23	S01°11'48"E	50.75'
L24	N88°48'12"E	33.81'
L25	S01°11'48"E	69.00'
L26	S88°48'12"W	33.81'
L27	S01°11'48"E	343.44'
L28	S01°11'48"E	65.57'
L29	N02°11'12"E	35.76'
L30	S30°16'48"E	20.00'
L31	S02°11'12"W	35.76'
L32	S87°48'48"E	91.08'
L33	N02°11'12"E	83.00'
L34	S87°48'48"E	20.00'
L35	S02°11'12"W	83.00'
L36	S87°48'48"E	57.10'
L37	N02°11'12"E	57.10'
L38	S43°48'08"E	64.42'
L39	S46°11'52"W	69.00'
L40	N43°48'08"W	93.07'
L41	N89°00'01"W	17.47'
L42	S89°48'12"W	4.74'
L43	S89°48'12"W	16.78'

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	240.00'	141.0'	139.0'	N29°48'08"W

I, JOSEPH KANE, N.C. P.L.S., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (PROPERTY DESCRIPTION RECORDED IN DEED BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES AS DRAWN FROM INFORMATION FOUND IN DEED BOOKS AS SHOWN; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 OR GREATER; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORY AS DESCRIBED IN G.S. 47-30(f)(11):
C) 4). THAT THE SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3.

WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL THIS DAY_____.

_____
N.C. PROFESSIONAL LAND SURVEYOR

L-5106
LICENSE #

PRELIMINARY FOR REVIEW ONLY

WATERLINE EASEMENT ACROSS THE PROPOERTY OF ENCORE AT REEMS CCREEK TOWNHOMES, LLC, REEMS CREEK GOLF COURSE & HIGHLAND POINTE HOMEOWNERS ASSOCIATION, INC FOR

THE CITY OF WEAVERVILLE

AT

ENCORE AT REEMS CREEK, PHASE 1

REFERENCES
PINS:9752-25-3214 & 9752-25-3870
DEED BOOK: 6418 PAGE: 785
DEED BOOK: 1581 PAGE 351
PLAT BOOK:233 PAGE 72
PLAT BOOK: 57 PAGE 36
TOWN OF WEAVERVILLE, BUNCOMBE COUNTY, NC
JOB # 24229 DATE 5-5-25

JOSEPH KANE L-5106
jkane@holmesgeo.com

HOLMES GEOSPATIAL
200 Ridgefield Court, Suite 208 Asheville, NC 28806
Phone: (828) 225-6562 Company Licensure C-2806
www.holmesgeospatial.com

50 0 25 50 100 150
GRAPHIC SCALE 1 INCH = 50 FEET

TOWN OF WEAVERVILLE TOWN COUNCIL AGENDA ITEM

Date of Meeting:	May 19, 2025
Subject:	Approval of FY 2024-2025 Audit Contract
Presenter:	Finance Director Dozier
Attachments:	Letter of Engagement Proposed Audit Contract with Gould Killian CPA Group

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. FY 2024-2025 will be year two of that contract with a fee of $29,350 for the audit plus $5,900 for completion of the Annual Comprehensive Financial Report, totaling $35,250. 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 2024-2025 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 same to the Local Government Commission (LGC).

Council Action Requested:

The Town Manager recommends approval of this contract 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.*

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

G. Edward Towson, II., CPA
Harvey Jenkins, CPA
Shon Norris, CPA, CFP®
Eric Michael, CPA
Daniel R. Mullinix, CPA
Terry Andersen, CPA
Travis Keever, CPA
Cheryl McCormick, CPA

April 7, 2025

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, 2025. 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. Required schedules for Law Enforcement Officers' Special Separation Allowance
3. Required schedules for the Local Government Employees' Retirement System
4. Required schedules for Other Postemployment Benefits

An Independent Member of the BDO Alliance

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 2025 and to issue our reports no later than December 31, 2025. 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 $35,250 are expected to be $29,350 for the financial statement audit and $5,900 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.

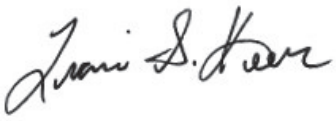
Reporting

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 Avenue, Asheville, NC 28801

Hereinafter referred to as Auditor

for

Fiscal Year Ending	Date Audit Will Be Submitted to LGC
06/30/25	12/31/25

Must be within six months of FYE

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. 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 besubjected 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). The basic!financial statements shall include budgetary comparison information in a budgetary comparison statement,!rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.

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 *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 $750,000 for a federal single audit and $500,000 for a State Single 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 staffs 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 to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512) to ensure proper submission.

Effective for audits of fiscal years beginning on or after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/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 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 auditor's receipt of an updated peer review report. If the audit firm received 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. 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 same 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 his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. 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, commonly referred to as "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 §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters. If matters identified during the audit were required to be reported as described in AU-C §260.12-.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 and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 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 NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. 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 pre-audited if the change includes a change in audit fee (pre-audit 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 Item 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, pre-audited (pre-audit 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. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** 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 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, s/he must document and include in the audit workpapers how he/she 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. T**he auditor shall present the audited financial statements including any compliance reports to the government unit's governing body 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. The auditor's presentation to the government unit's governing body 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 set by the Accounting Standards Board or its successor;

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 body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 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. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEES 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 Item 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: Individual at 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:	***Title and Unit / Company:***	***Email Address:***
Tonya Dozier	Finance Director/Town of Weaver	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 Items 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 form for correction.

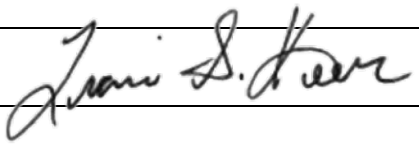
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, 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 20 NCAC .0503 shall be submitted to the Commission 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)	$ 29,350
Fee per Major Program (if not included above)	$ 3,900 (not to exceed includes 2 major programs)
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	$ 5,900
All Other Non-Attest Services	$
TOTAL AMOUNT NOT TO EXCEED	$ 43,050

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* 04/08/25	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 – PRE-AUDIT CERTIFICATE

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

This instrument has been pre-audited 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:	$ 43,050
Primary Governmental Unit Finance Officer* (typed or printed)	Signature*
Date of Pre-Audit 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 – PRE-AUDIT CERTIFICATE

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

This instrument has been pre-audited 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 Pre-Audit Certificate*	Email Address*

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

PRINT

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	Monday, May 19, 2025
SUBJECT:	Set Public Hearing on Proposed Zoning Map Amendment for 21 College Crescent
PRESENTER:	Planning Director
ATTACHMENTS:	Zoning Map Amendment Application

DESCRIPTION/SUMMARY OF REQUEST:

Staff is in possession of a zoning map amendment application for the property commonly known as 21 College Crescent. The proposal is to rezone the property from R-1 to R-2.

The Planning Board will deliberate the matter and offer a recommendation to Town Council on the proposal at their regular meeting in June.

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.

TOWN COUNCIL ACTION REQUESTED:

The following motion is recommended:

> *I move that Town Council hold a public hearing on June 23, 2025, at 6 pm in the Community Room and Council Chambers at Town Hall in order to receive public comment on the proposed zoning map amendment for the property commonly known as 21 College Crescent.*

TOWN OF WEAVERVILLE APPLICATION FOR A ZONING MAP OR TEXT AMENDMENT

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org
Application Fee Based Upon Size of Property

OWNER/APPLICANT NAME: Jerri West Davis APPLICATION DATE: 5.2.25

PHONE NUMBER: 828-777-7238 645-6395 MAILING ADDRESS: 21 College Crescent St. Weaverville, NC.

Application is made to the Town Council of Weaverville to amend:

☑ The Zoning Map

☐ The text of the Zoning Ordinance (Chapter 20 Planning and Development)

APPLICATION TO AMEND ZONING MAP

PROPERTY ADDRESS: 21 College Crescent St.

PIN: 9742177785 LOT AREA (acres): .037

CURRENT ZONING DISTRICT: R1 PROPOSED ZONING DISTRICT: R1

APPLICATION IS NOT COMPLETE WITHOUT A BOUNDARY SURVEY DEPICITING:

- ☐ Total acreage
- ☐ Current owner(s) and date of survey
- ☐ Property location relative to streets
- ☐ North arrow
- ☐ Existing easements, rights of way, or other restrictions on the property
- ☐ Areas located within the floodplain
- ☐ Adjoining property owners, addresses, and Buncombe County PINs

---

APPLICATION TO AMEND TEXT

SECTION(S) OF CHAPTER 20 TO AMEND:

PROPOSED CHANGE TO TEXT (attach additional documentation if necessary):

JUSTIFICATION OF PROPOSED AMENDMENT(S):

TOWN OF WEAVERVILLE APPLICATION FOR A ZONING MAP OR TEXT AMENDMENT

Planning and Zoning Department, 30 South Main Street, P.O. Box 338, Weaverville, NC 28787
(828) 484-7002--- fax (828) 645-4776 --- jeller@weavervillenc.org

Application Fee Based Upon Size of Property

I certify that the above information is accurate and true and that I am the owner or a duly appointed agent of the owner.

Jeri West Davis 5.2.25

SIGNATURE OF APPLICANT DATE

It is the applicant's responsibility to obtain a copy of the Town of Weaverville Zoning Ordinance and to be fully aware of the regulations detailed therein.

Application fees are due at the time of submittal. Withdrawal of an application after the public hearing has been advertised will result in the forfeiture of the application fee.

REZONING FEE SCHEDULE:

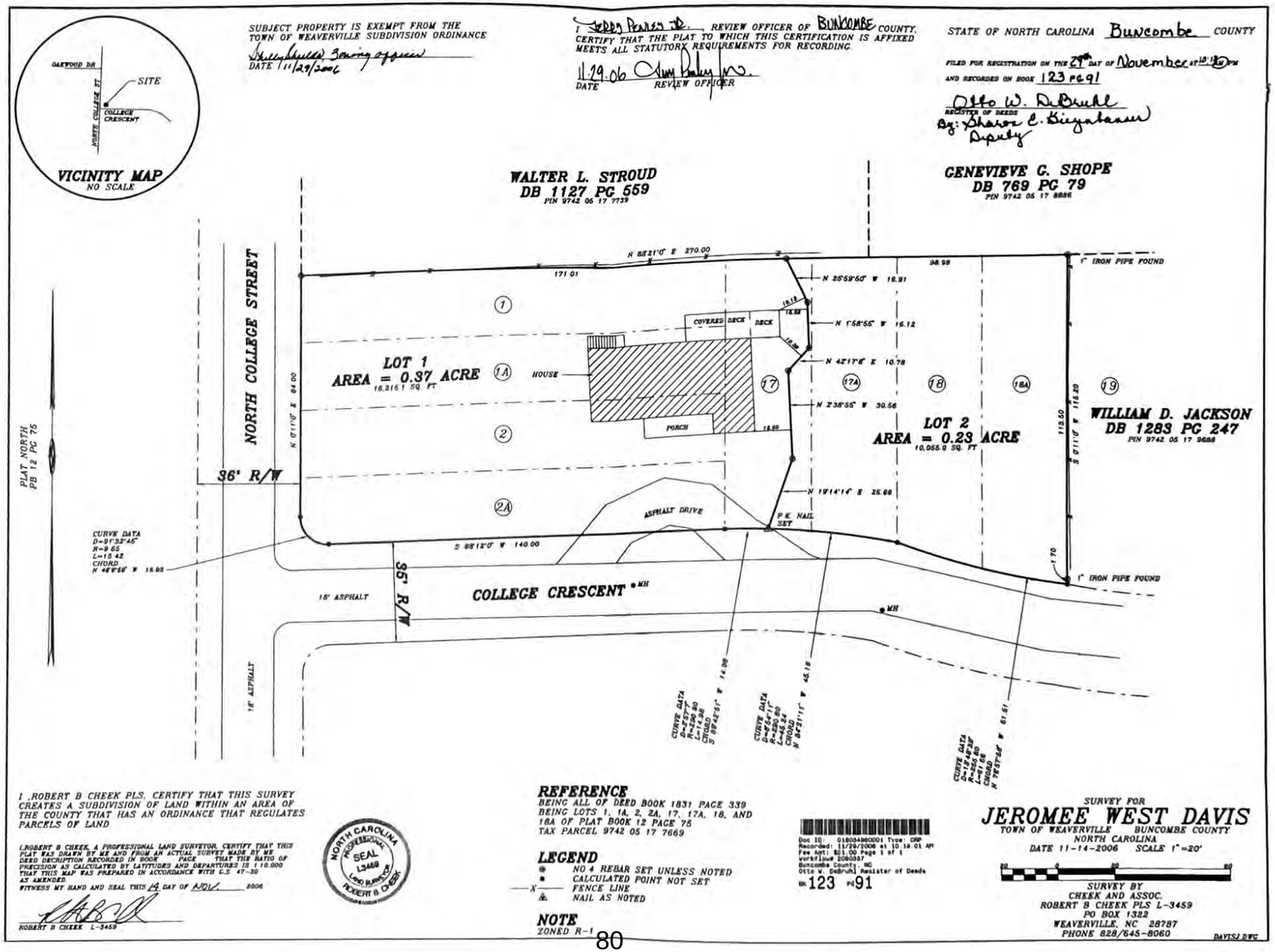
< 1 acre	$250.00
1-3 acres	$500.00
4-9 acres	$750.00
10 + acres	$1,000.00

Text Amendment
Fees..... $500.00

OFFICE USE ONLY			
FEE: $ 250 DATE PAID: 5.2.25		CHECK ✓	CASH
DATE OF INTIAL ~~COUNCIL~~ MEETING:	ACTION TAKEN: N/A		
DATE OF PLANNING BOARD MEETING: 6.3.25	ACTION TAKEN:		
DATE OF PUBLIC HEARING & COUNCIL DECISION:	FINAL ACTION:		

The Town of Weaverville NORTH CAROLINA

PB 123 PG 91



I ,ROBERT B CHEEK PLS, CERTIFY THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN AN AREA OF THE COUNTY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND

I,ROBERT B CHEEK, A PROFESSIONAL LAND SURVEYOR, CERTIFY THAT THIS PLAT WAS DRAWN BY ME AND FROM AN ACTUAL SURVEY MADE BY ME DEED DESCRIPTION RECORDED IN BOOK PAGE THAT THE RATIO OF PRECISION AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10,000 THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED.
WITNESS MY HAND AND SEAL THIS 14 DAY OF NOV. 2006

ROBERT B CHEEK L-3459

NORTH CAROLINA PROFESSIONAL SEAL L3459 LAND SURVEYOR ROBERT B CHEEK

REFERENCE
BEING ALL OF DEED BOOK 1831 PAGE 339
BEING LOTS 1, 1A, 2, 2A, 17, 17A, 18, AND 18A OF PLAT BOOK 12 PAGE 75
TAX PARCEL 9742 05 17 7669

LEGEND
- NO 4 REBAR SET UNLESS NOTED
- CALCULATED POINT NOT SET
- —X— FENCE LINE
- NAIL AS NOTED

NOTE
ZONED R-1

Doc ID: 018034960001 Type: CRP
Recorded: 11/29/2006 at 10:10:01 AM
Fee Amt: $21.00 Page 1 of 1
Workflow# 0206337
Buncombe County, NC
Otto W. DeBruhl Register of Deeds
Bk 123 Pg 91

SURVEY FOR
JEROMEE WEST DAVIS
TOWN OF WEAVERVILLE BUNCOMBE COUNTY
NORTH CAROLINA
DATE 11-14-2006 SCALE 1"=20'

SURVEY BY
CHEEK AND ASSOC.
ROBERT B CHEEK PLS L-3459
PO BOX 1322
WEAVERVILLE, NC 28787
PHONE 828/645-8060

DAVISJ.DWG

Buncombe County Assessment Property Record Search

974217778500000 21 COLLEGE CRES	DAVIS JEROMEE PO BOX 894, WEAVERVILLE, NC, 28787	Total Appraised Value $320,200

KEY INFORMATION

Zoning	**R-1**	Neighborhood	**TWEE**
Land Use Code	**RES 0-3 ACRES**	Municipality	**CWV**
Fire District	-	Special District	-
Present Use	-	Improvement	-
Appraisal Area	**Michael Harmon 828-250-4988 Michael.Harmon@buncombecounty.org**		
Exemption	-		
Legal Description	**Deed Date: 01/05/1995 Deed: 1831-0339 Subdiv: JEROMEE WEST DAVIS Block: Lot: 1 Section: Plat: 0123-0091**		
Plat Reference	123-91		

ASSESSMENT DETAILS

Land Value	**$129,000**
Building Value	**$191,200**
Features	**$0**
Total Appraised Value	**$320,200**
Deferred Value	**$0**
Exempt Value	**$0**
Total Taxable Value	**$320,200**
Income Approach	**No**

LAND INFORMATION

ZONING	LAND USE CODE	SIZE	NEIGHBORHOOD	ASSESSED VALUE	FLOODPLAIN
RESIDENTIAL	RES 0-3 ACRES	0.37 acres	WE-TWEE	$129,000	NO

BUILDING INFORMATION

IS THE BUILDING INFORMATION ON YOUR PROPERTY RECORD CARD CORRECT?

Please confirm that the information below is correct for all buildings, via the **'Confirm property record card data is correct'** button. If any of the information is **incorrect on any building** please report the changes via the **'I want to update my property record'** button for the building that needs to be updated.

Confirm Property Record Card Data is correct

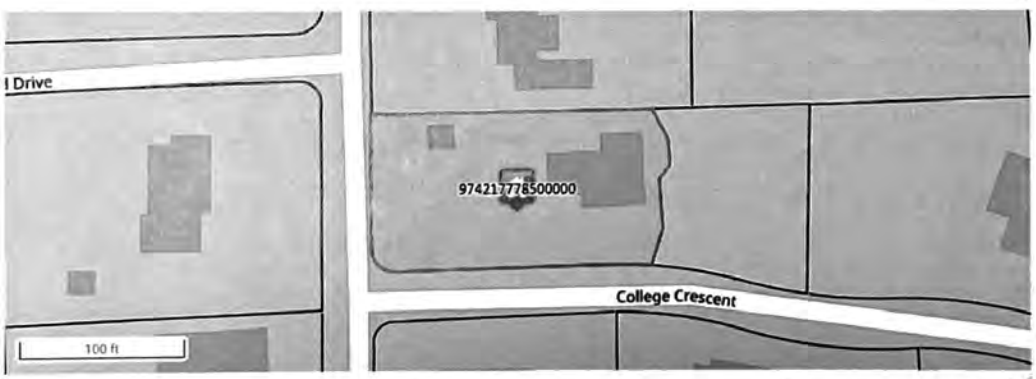
BUILDING(S)

BUILDING (1)

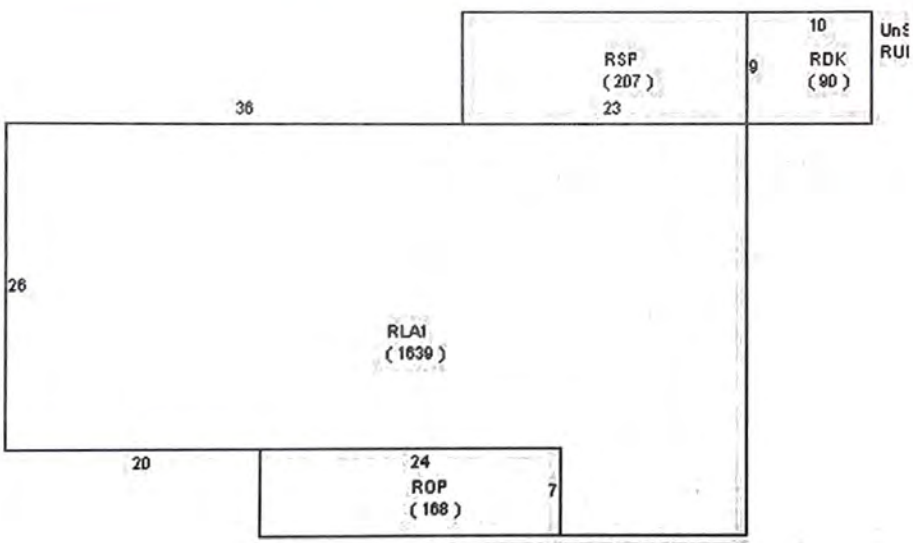
Quality	**AVG**	Condition	**NORMAL**
Building Type	**1 STORY CONVENTIONAL**	Year Built	**1972**
Full Baths	**1**	Half Baths	**1**
Fireplaces	**2**	Story	**1.00**
Heat Type	**HEAT WITH A/C**	Green Certification	**-**
Style	**1 STORY CONVENTIONAL**	Total Finished Area	**1639**
Bedrooms	**3**	Deck	**90**
Patio	**0**	Carport	**0**
Garage	**0**	Utility	**0**
Unfinished Basement	**820**	Finished Basement	**0**
Porch	**168**	Building Value	**$191,200**

APPEALS

No recent appeal information







Data last updated: 05/02/2025

TOWN MANAGER'S REPORT
May 2025

Mayor/Council,

Department Recognitions
In recent weeks we have had several departments recognized and celebrated:

- April 23rd was Administrative Professionals Day
- May 4th -May 10th was Municipal Clerks Week
- May 11th -May 17th National Police Week
- May 18th -May 24th National Public Works Week







Memorial Day Event
Under the guidance of the Town's Patriotic Events Committee and assistance of Town staff, Weaverville will hold its annual Memorial Day Observance event at the Community Center on Monday, May 26 at 11 am. Retired Major General Joseph G. (Skip) Garrett, III, will be the featured speaker at this event.

Water Treatment Plant Resiliency Project
The bid opening on the generator installation and chlorine gas conversion projects at the Water Treatment Plant was scheduled for May 14. North Carolina law requires at least 3 bids and, unfortunately, not enough were received so they could not be opened. There are already plans to readvertise the bids with a final bid opening to be held on June 4. It

is hoped that Town Council will be able to award a bid on this project at your June meeting so this project can move forward.

Waterline Replacement Project

Town staff has been working on a project to replace some of its waterlines. This project concentrates on the oldest and most vulnerable to breaks. Mattern and Craig has performed the engineering work on this project and it is currently out to bid. A bid opening is scheduled for May 29. If there are enough bids to open, then we expect to present the bids received to Town Council at your June meeting and ask you to award.

Fairway View Estates

Town staff was recently contacted by the Fairway View Estates HOA with some questions concerning public street acceptance and annexation into the Town. This is an established subdivision off of a private road known as Pug Run in the Reems Creek Road area with approximately 25 homes/lots. With the encouragement of the Mayor, the HOA was considering an annexation petition. The primary motivation of the annexation petition was to have the maintenance of their private streets and two private sewer pump stations taken over by the Town. The challenges to the request that were discussed with the HOA President included: (1) 15-foot wide right-of-way of Pug Run does not meet the minimum 30-foot wide road right-of-way required for Town streets and a steep bank on one side and a creek on the other make right-of-way acquisition unlikely; (2) travel way of Pug Run is not wide enough or built to Town standards and would need to be upgraded at considerable expense; (3) Town does not own or maintain any sewer pump stations; (4) Town does not have any Town streets that do not abut a Town street or DOT maintained roadway [no islands of Town streets].

Upcoming Town Meetings

- May 26 – Memorial Day Program at 11am; Offices Closed
- June 3 – Planning Board Meeting at 6pm
- June 17 – Town Council Workshop Meeting at 6pm
- June 23 – Regular Town Council Meeting at 6pm



Respectfully submitted,
Scottie Harris, Town Manager

TOWN OF WEAVERVILLE TOWN COUNCIL AGENDA ITEM

MEETING DATE:	May 19, 2025
SUBJECT:	AdventHealth Update, Letter of Support, and Notice of Minor Modifications
PRESENTER:	Graham Fields, AdventHealth Planning Director Eller
ATTACHMENT:	Proposed Letter of Support

DESCRIPTION:

AdventHealth representatives are in the process of applying for an additional 129 acute care hospital beds for the hospital approved for Weaverville. If state approval is granted then the total number of beds will be just over 300.

Attached is a draft letter of support addressed to the N.C. Division of Health Service Regulation's Chief of Healthcare Planning and Certificate of Need Section for AdventHealth's application to develop 129 additional acute care beds at the new hospital to be constructed in Weaverville. Mayor Fitzsimmons requests Town Council's consensus or action to support sending this letter on behalf of the Town.

Planning Director Eller reports that additional minor modifications to the approved site plan include the following: (1) minor realignment and reconfiguration of building layout, and (2) changes to internal traffic circulation layout. This is reported as required by Town Code Sec. 20-3203 and 20-1303(c), but no Town Council action is needed.

COUNCIL ACTION REQUESTED:

Town Council consensus or action to approve the letter of support for AdventHealth's application for these additional 129 acute care beds.

The Town of
Weaverville
NORTH CAROLINA

May 20, 2025

Micheala Mitchell
Chief, Healthcare Planning and Certificate of Need Section
Division of Health Service Regulation
2704 Mail Center Service
Raleigh, NC 27699-2704

Dear Ms. Mitchell:

I am writing to express the Town of Weaverville's full support for AdventHealth Asheville's Certificate of Need (CON) application to develop an additional 129 acute care beds at the approved new hospital in Buncombe County. As Weaverville's Mayor, and on behalf of Town Council, we are deeply committed to ensuring that our residents have access to high quality healthcare services. We firmly believe that approving this application will significantly advance our shared goal.

Mission has operated as the sole hospital provider in Buncombe County since 1995. However, since HCA acquired Mission in 2019, there has been a growing outcry from residents for improved access and a wider range of choices in healthcare. AdventHealth Asheville represents a crucial step forward, offering a much-needed alternative for our community.

The Town of Weaverville wholeheartedly supported AdventHealth's previous CON application in 2022 to establish a new acute care hospital in Buncombe County. With over a century of service in Western North Carolina, AdventHealth brings unparalleled expertise and a deep understanding of our region's healthcare needs. Moreover, their commitment to community investment and charity care underscores their dedication to the well-being of our residents. The Division of Health Service Regulation rightly determined AdventHealth to be the most effective alternative to end Mission's hospital monopoly in Buncombe County.

AdventHealth's proposal to develop 129 additional acute care beds at AdventHealth Asheville's approved hospital facility will add scope and scale to this hospital that will greatly increase accessibility to a wider array of healthcare services in this area. These additional beds will allow the hospital to serve as a trauma center that will be capable of providing a higher level of healthcare in the area when minutes count. This initiative not only fosters competition but also alleviates pressure on existing healthcare infrastructure, ensuring that every patient receives the quality care they deserve.

The prospect of expanding AdventHealth Asheville's acute care bed capacity is particularly promising for the residents of Buncombe County and surrounding areas. This project aligns with our shared goal of fostering a healthcare system that is responsive, patient-centered, and community-focused. We are confident that it will greatly enhance the overall healthcare landscape in Western North Carolina and contribute to the betterment of our residents' lives.

For these reasons, the Town of Weaverville's Town Council urges the Division of Health Service Regulation to approve AdventHealth's CON application. It will enhance competition and expand access to much-needed services for the growing population in the Buncombe-Buncombe-Madison-Yancey County service area.

With kinds regards,



Patrick Fitzsimmons
Mayor

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 19, 2025

Subject: Code Amendment – Ch. 20 – Conditional Districts

Presenter: Planning Director Eller

Attachments: Proposed Ordinance

Description:

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, call for a continuous review of the zoning regulations. This goal was given a number 2 priority and it has been the practice of staff to bring forth text amendments when difficulties are encountered, in this case generally applicable conditional district language.

The proposed amendment, which deletes Code Sec. 20-3203(o) to better aligns the permitting process for projects and prevents unnecessary amendments for individual conditional districts by eliminating the need for final plat approval prior to issuing zoning permits in conditional districts

An ordinance has been drafted for Town Council consideration.

Action Requested:

Following tonight's public hearing, Town Council is asked to approve this requested Code Amendment by adopting the attached ordinance. A suggested motion is:

> *I move the adoption of the* ***ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20 CONCERNING CONDITIONAL DISTRICT ZONING*** *as presented.*

ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20
CONCERNING CONDITIONAL DISTRICT ZONING

WHEREAS, the Planning Board met 1 April 2025 in order to review conditional district zoning regulations and found that the proposed code amendment is consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendment better aligns the permitting process for projects and prevents unnecessary amendments for individual conditional districts by eliminating the need for final plat approval prior to issuing zoning permits in conditional districts;

WHEREAS, after proper notice the Town Council held a public hearing on 19 May 2025 on the proposed amendment;

NOW, THEREFORE, BE IT ORDAINED by Town Council of the Town of Weaverville, North Carolina, as follows:

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town's adopted comprehensive land use plan and reasonable.

2. Code Section 20-3203 is hereby amended to delete subsection (o):

Sec. 20-3203. Conditional districts.

(a) *Intent.* It is expected that, in most cases, a conventional district will appropriately regulate site-specific impacts of permitted uses and structures on surrounding areas, however conditional districts provide for those situations where a particular use, properly planned, may be appropriate for a particular site, but where the underlying conventional district has insufficient standards to mitigate the site-specific impact on surrounding area.

(b) *Consideration for any use.* Any use may be considered for a conditional district and shall be established on an individual basis, upon petition of the property owner.

(c) *Conditions.* Specific conditions may be proposed by the petitioner or by the town, but only those conditions approved by the town and consented to by the petitioner in writing may be incorporated into the zoning regulations. Unless consented to by the petitioner in writing, in the exercise of the authority granted by G.S. 160D-703(b) and this section, the town may not require, enforce, or incorporate into the zoning regulations any condition or requirement not authorized by otherwise applicable law, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land. Conditions and site-specific standards imposed in a conditional district must be limited to those that address the conformance of the development and use of the site to town ordinances, plans adopted pursuant to G.S. 160D-501, or the impacts reasonably expected to be generated by the development or use of the site.

(d) *Petition.* Property may be placed in a conditional district only in response to a petition by all owners of the property to be included. The petition must be signed by all property owners, or agents of the owners, of all of the property to be included in the district and shall be accompanied by a statement analyzing the reasonableness of the proposed rezoning request by the petitioner, the established fee, and documentation as required by the following:

(1) A preliminary plan or site plan that is substantially in compliance with the mapping standards set out in Code section 20-2504 and supporting information that specifies the actual use or uses intended for the property and any rules, regulations, and conditions that, in addition to all predetermined ordinance requirements, will govern the development and use of the property;

(2) The number and general location of all proposed structures;

(3) The proposed use of all land and structures, including the number of residential units or the total square footage of any nonresidential development;

(4) All yards, buffers, screening, landscaping, and sidewalks required by ordinance, and notations of any deviation from requirements;

(5) Proposed number and location of the signs;

(6) Proposed phasing, if any, and the approximate completion time for the project;

(7) Traffic, parking, and circulation plans, showing the proposed location and arrangement of parking spaces and ingress and egress to adjacent streets, existing and proposed;

(8) Information on the height of all proposed structures;

(9) Exterior features of all of the proposed development including but not limited to construction and finishing materials.

(e) *Approval procedure.* Except as specifically modified by this section, the procedures to be followed by the planning board and town council in reviewing, granting, or denying any petition for a conditional district shall be the same as those established for zoning map amendments (see Code section 20-1504). The following additional procedures shall also apply for the approval of conditional districts:

(1) *Initial consideration by town council.* Petitions for conditional districts shall be initially reviewed by town council. After its initial consideration of a petition for a conditional district, town council shall refer the request to the planning board for the full review process as required by G.S. Chapter 160D. Initial consideration of such petitions are intended to provide town council with the opportunity to express their preliminary thoughts related to the petition but shall not serve as a final determination on same.

(2) *Community meeting.* Before a public hearing may be held by the town council on a petition for a conditional district the petitioner must file in the office of the town clerk a written report of at least one community meeting held by the petitioner. The report shall include, among other things, a listing of those persons and organizations contacted about the meeting and the manner and date of contact, the date, time, and location of the meeting, a roster of the persons in attendance at the meeting, a summary of issues discussed at the meeting, and a description of any changes to the rezoning petition made by the petitioner as a result of the meeting. In the event the petitioner has not held at least one meeting pursuant to this subsection, the petitioner shall file a report documenting efforts that were made to arrange such a meeting and stating the reasons such a meeting was not held. The adequacy of a meeting held or report filed pursuant to this subsection shall be considered by the town council but shall not be subject to judicial review. Notice of the community meeting shall be posted on the property and mailed to all the property owners within 200 feet of the property boundaries not more than 25 days nor less than ten days prior to the meeting.

(f) *Approval and ordinance.* If a petition for a conditional district is approved, the development and use of the property shall be governed by the ordinance establishing the conditional district, the approved site plan for the district, and any additional approved rules, regulations, and conditions, all of which shall constitute the zoning regulations for the approved conditional district. Each conditional district will be given a special number, distinguishing such conditional district from another zoning district. Each ordinance adopted by town council which establishes a conditional district within the town is hereby incorporated into this chapter as a separate and unique zoning district and shall be reflected on the town's zoning map. Copies of such ordinances shall be kept on file with the town clerk and may be reviewed upon request.

(g) *Time limits.* Time limits for the completion of the project's infrastructure and completion of construction may be established as conditions of the conditional district, subject to consent of the property owner. Extensions to established time frames shall be subject to the approval of town council.

(h) *Phasing of projects.* Project phasing must be reviewed and approved with the conditional district. Phases must be shown on the site plan that is adopted in conjunction with the ordinance approving the conditional district and the time periods related to the phasing must also be addressed in said ordinance.

(i) *Performance guarantees.* At the discretion of the town council, the property owner may be required to post performance guarantees to guarantee the successful completion of required improvements included in the approved conditional district. Such performance guarantees are subject to the provisions of G.S. 160D-804.1.

(j) *Judicial review.* Conditional district decisions under this section are legislative decisions that are presumed valid if there is a reasonable basis for the decision.

(k) *Future variance request.* Properties subject to a conditional district are not eligible for variances on the approved project.

(l) *Maintaining the conditional district.* A conditional district is a rezoning which represents both a text and map amendment and as such is must be maintained after the sale of the property district.

(m) *Modifications.* Minor modifications and major amendments to approved conditional districts shall be in accordance with Code section 20-1303.

(n) *Final plat approval process.* All water, sewer, stormwater infrastructure, and all street, sidewalk, and similar improvements must be installed and verified as complete by the appropriate authority prior to final plat review. Once the required infrastructure is complete, the final plat is to be reviewed by the zoning administrator and the technical review committee for compliance with the relevant portions of the ordinance approving the conditional district for the project. Upon finding that the required infrastructure is complete and the final plat is in compliance with the ordinance, the planning director, or their designee, shall approve the final plat and authorize the recordation of same. Final plats must contain all applicable information as set out in Code section 20-2504 and Code section 20-2505.

~~(o) *Issuance of zoning permits.* The zoning administrator shall not issue a zoning permit until a final plat has been approved and recorded.~~

3. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.
4. These amendments shall be effective immediately upon adoption and codified.

ADOPTED THIS the 19th day of May, 2025, by a vote of ___ in favor and ___ against.

_____

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

_____

TAMARA MERCER, Town Clerk

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

MEETING DATE:	May 19, 2025
SUBJECT:	Maple Trace – Streets/Stormwater Update and Plan
PRESENTER:	Assistant Town Manager Jackson
ATTACHMENTS:	Proposed Amended Resolution

DESCRIPTION/SUMMARY OF REQUEST:

This matter is in follow-up to last month's discussion concerning the stormwater line flushing in Maple Trace.

Based on direction from Council, the Public Works Department has secured an updated quote from TP Howard on flushing the 37 sections of storm pipes. When considering the water, equipment, and manpower that Public Works is going to provide to this project, the quote was reduced to $12,000.

Maple Trace HOA is able to pay $6,000 of that cost immediately and the remaining $6,000 in the first quarter of 2026. Town staff and the Town Attorney propose that the $6,000 that is to be paid in early 2026 be assessed as a fee in lieu of stormwater maintenance with a due date of April 1, 2026, and that 5% carrying costs be added. This would be a maximum of $225 added.

An amended resolution is proposed to outline this change to the conditions related to the Town's acceptance of the subdivision streets into the Town's public street system and subsequent paving of a portion of Water Leaf Drive.

The line flushing should be able to be performed by TP Howard before June 15 so that any problems can be identified before the current paving project is awarded. Staff intends to report back to Town Council at the June 23, 2025, meeting on the status of this project and to confirm whether all conditions have been met for the streets to be formally accepted.

ACTION REQUESTED:

Town Council discussion and possible action to adopt an Amended Resolution, either as written or with changes to reflect Town Council's wishes.

TOWN OF WEAVERVILLE
AMENDED RESOLUTION CONCERNING MAPLE TRACE SUBDIVISION AND TOWN ACCEPTANCE OF ITS SUBDIVISION STREETS

WHEREAS, Maple Trace Subdivision has requested annexation into the Town's municipal limits and acceptance of its subdivision streets into the Town's public street system;

WHEREAS, on 22 July 2024 Town Council with a unanimous vote adopted the following motion:

> *That the Town will annex Maple Trace Subdivision and accept its subdivision streets into the Town's public street system upon the following conditions: (1) the HOA must pay the Town $134,000 which is to be applied to the Town's repair of approximately 1200' of Water Leaf Drive to bring it up to Town street standards; (2) once accepted the subdivision streets will be treated like all other Town streets for evaluation and street improvement purposes; (3) the HOA must undertake an assessment of the stormwater drainage system with the resulting video recording to be provided to Public Works for review and the results must either show no defects or identified defects must be repaired by the HOA;*

WHEREAS, the section of Water Leaf Drive that is in need of repair to bring it up to Town street standards is the section beginning at the end of NCDOT maintenance of Water Leaf Drive as shown on the map recorded in Plat Book 239 at Page 86, Buncombe County Registry, and extending to the T intersection of Water Leaf Drive as shown on the map of Maple Trace Phase 1 recorded in Plat Book 168 at Page 152, Buncombe County Registry;

WHEREAS, Maple Trace has paid $134,000 for the required street improvements and Maple Trace HOA and Town staff have executed and delivered an escrow agreement regarding the handling of those funds as it relates to the anticipated annexation;

WHEREAS, Maple Trace has undertaken the stormwater system assessment and provided the resulting videos, photos, and report to the Town's Public Works Director;

WHEREAS, Maple Trace HOA has completed the repair of the defect between C1-2 and C1-4, pertaining to Lot 126, and completed the regrouting of the 35 catch basins identified in the resolution adopted on 16 December 2024;

WHEREAS, Maple Trace has agreed to pay for the flushing of the 37 sections of pipe previously identified based on a quote of $12,000 that the Town received from TP Howard, and to repair any defect or damage discovered or caused by that process;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Weaverville that the Maple Trace subdivision streets known as Water Leaf Drive, Wild Ginger Court, Rosebud Orchid Way, Checkerberry Court, and Bell Lily Lane, are accepted into the Town's public street system subject to the following:

1. The Public Works Department is authorized and directed to contract with TP Howard for the flushing of the 37 sections of pipe previously identified, schedule that service

to be performed by TP Howard prior to June 15, 2025, if at all possible, and to provide assistance to TP Howard during the line flushing, with such assistance to include providing water to the plumbing contractor for flushing and a Public Works staff member and the Town's street sweeper and its suction mechanism to remove the flushed material at the nearest downstream drainage structure (catch basin).

2. Maple Trace is directed to pay $6,000 as partial payment for the line flushing by June 15, 2025, and to pay the remaining $6,000 as a fee in lieu of stormwater maintenance by April 1, 2026, with 5% per annum carrying cost added, and to repair, at its own expense, any damage or defect discovered or caused by that process. If Maple Trace fails to make all payments or to repair any damage discovered or caused by that process, then the Town will consider taking steps to convert the Maple Trace streets back to private streets.

3. The Public Works Department is directed to place the herein described portion of Water Leaf Drive on the Town's street improvements list for repair in calendar year 2025, and to undertake such improvements as long as the right-of-way deed has been signed and delivered to the Town by the HOA.

4. Town staff is directed to draft a proposed right-of-way deed and to present it to the Maple Trace POA by June 1 for review and execution and to bring the executed right-of-way deed back to Town Council at its June 23, 2025, regular meeting for formal acceptance, or to report back on the status of these remaining items.

THIS the _____ day of May, 2025.

TOWN OF WEAVERVILLE

By: _____
Patrick Fitzsimmons, Mayor

ATTESTED BY:

_____
Tamara Mercer, Town Clerk

APPROVED AS TO FORM:

_____
Michael C. Frue, Town Attorneuy

CONSENTED TO:

MAPLE TRACE HOMEOWNERS' ASSOCIATION, INC.

_____
Jeffrey Kniffin, President

TOWN OF WEAVERVILLE

TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, May 19, 2025

Subject: Quarterly Report from Weaverville Police Department for May 2025

Presenter: Police Chief Somer Oberlin

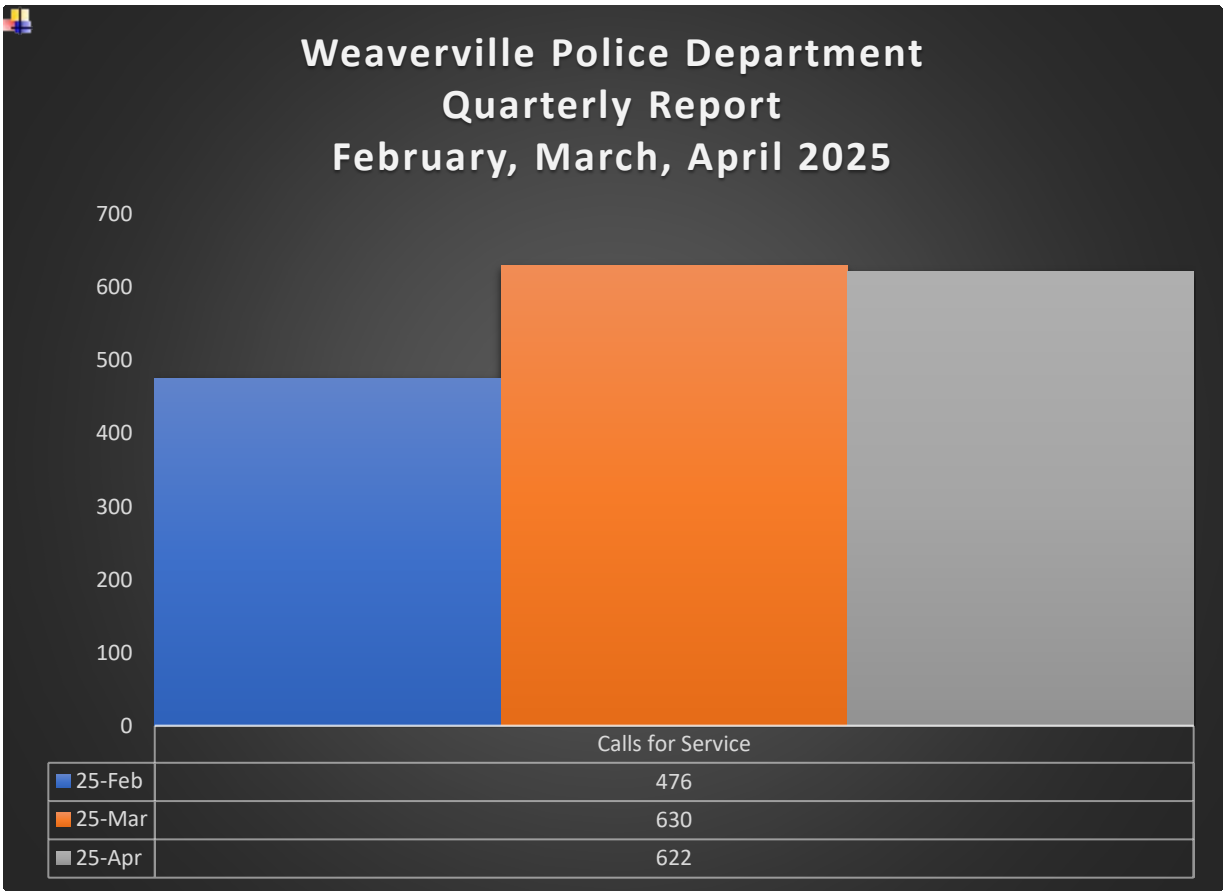
Attachments: Quarterly Report

Description:

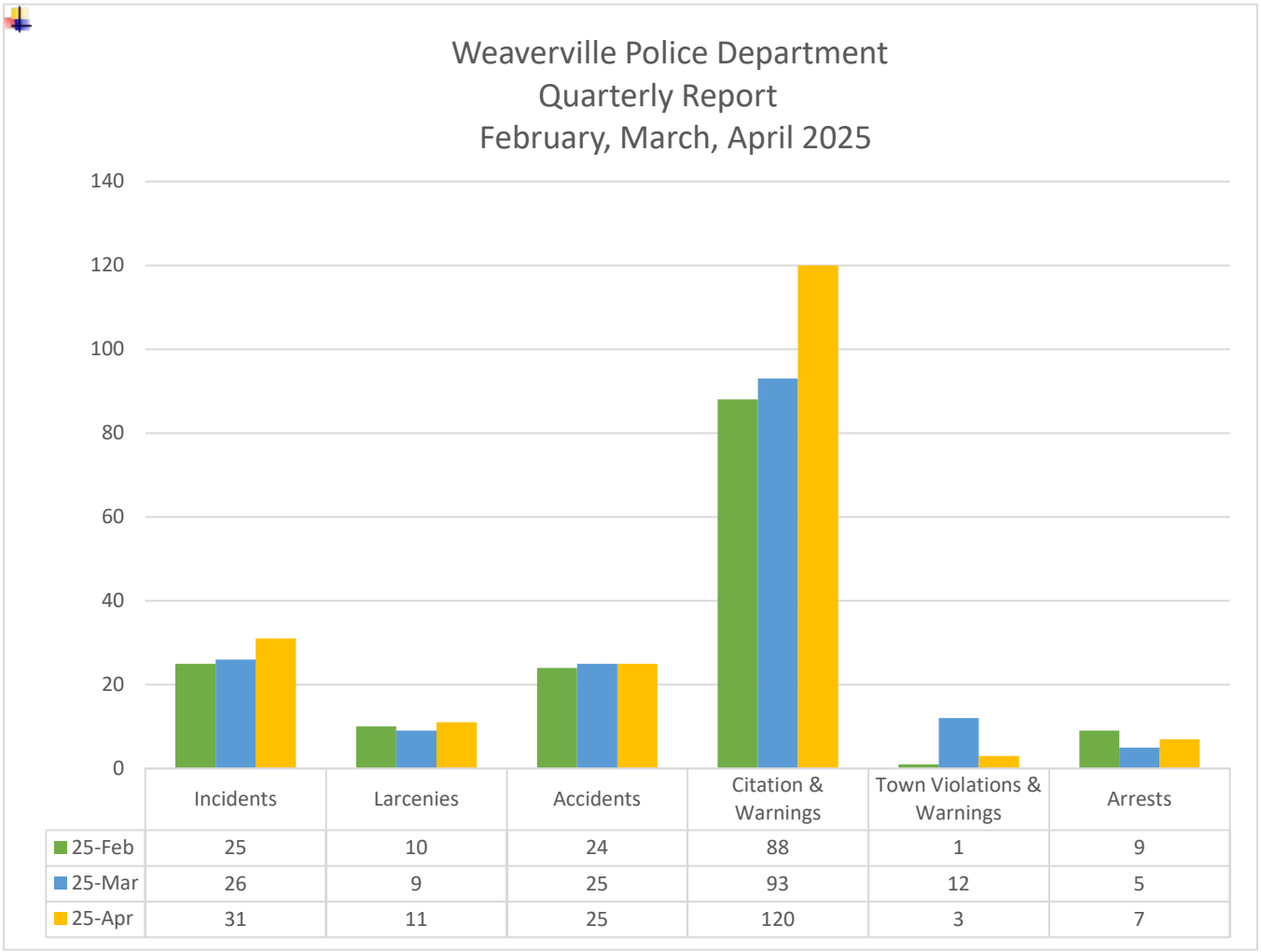
Attached please find the Weaverville Police Department quarterly report for May 2025. Chief Oberlin will be present at the meeting to review this quarterly report.

Council Action Requested:

No action required.



*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.



	Incidents	Larcenies	Accidents	Citation & Warnings	Town Violations & Warnings	Arrests
25-Feb	25	10	24	88	1	9
25-Mar	26	9	25	93	12	5
25-Apr	31	11	25	120	3	7

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

* Citations & Warnings Include-Traffic Offenses-156, Criminal Offenses-17, Warnings-128

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

Activities of Interest

- Officers have been addressing speed concerns in problem areas around town. The most remarkable violation stopped by an officer this quarter was a driver travelling 69-mph in a 35-mph zone.
- The Evidence Technician took 121 pounds of prescription drugs to be destroyed during a drug take-back.
- The CRO spent a day cleaning up graffiti.



- The police department received its first evidence drying cabinet, designed to store, dry or otherwise process forensic evidence in the controlled environment of a tamper-resistant compartment to maintain the chain of custody.
- Sgt. Andy Mace celebrated his 25th year with the police department.
- Officers worked with the WBA to organize and staff the St. Patrick's Day event.
- Citizen's Academy at the PD.
- Captain attended NC Energy Conference in Raleigh and spoke on "Durable Transportation Options in Times of Emergency and Normalcy."

Training and Professional Development

- Juvenile Justice provided several training updates regarding their intake screening process.
- An officer obtained his radar operator certification and several officers successfully recertified on radar.
- Department leadership attended the "Tactical Mindset" symposium.
- Officers completed advanced firearms training, including de-escalation scenarios.
- Department administrators attended an FBI-LEEDA Managing and Conducting an Internal Affairs Investigation course.
- Officers participated in the "Surviving the First Three Seconds" course, an intensive training program designed to enhance their skills in rapidly identifying threats and recognizing subtle indicators of potentially dangerous behavior.
- An officer attended a domestic violence strangulation investigation course.
- Officers completed CPR recertification
- The Evidence Technician attended the NC Association of Property and Evidence Conference, completed multiple DCI trainings (program for background checks for release of guns, etc.), and classes for Evidence Storage, Property and Evidence Management, and Supervising a Property and Evidence Unit.
- Department administration attended Transforming Law Enforcement.
- In-Service on-line, classroom, and firearms training is well underway.

Complaint: "Several residents have expressed concern about vehicle speed on Hillcrest Drive. The primary area of concern is the stretch on Hillcrest between Preston Court and Pink Fox Cove. There is a steep downhill stretch here and residents and walkers express concern about vehicle speed. While this is the primary area of concern, residents are concerned about the entire stretch of Hillcrest between Union Chapel and Pink Fox Cove."

Summary: HOA complaint of speed on Hillcrest Avenue in Reems Creek Golf Course Community. Additional signage has been requested.

Dates of data collection: 04/15/2025 – 05/05/2025 (Tuesday – Monday, 21 days)

Speed Limit: 25 mph. **Total Volume of Vehicles**: 5,879

Average Speed: 25.3 mph **50th percentile**: 26 mph or below

85th percentile rule: 30 mph or below (When setting speed limits, transportation agencies commonly use the 85th percentile speed—the speed at or below which 85% of vehicles travel under free-flowing conditions.)

Vehicles travelling 10 miles per hour over the speed limit: 52 (less than 1%)

Conclusion: Factors in the area are influencing the perception of danger, such as the lack of a sidewalk and pedestrians choosing to walk in the road, narrow traffic lanes, and curving roads.

Internal records show that eight wreck reports have been completed on Hillcrest Drive since 2000, the last being in 2016. None of them have been speed-related. The report in 2016 indicated that one driver crossed the center line and struck the other. The majority of them were from people backing up.

Plan of action: Fifteen of the violations were recorded between 11 a.m. and 1 p.m. During that time, the traffic team is focusing on directed patrol in the area with the goal of catching that specific driver. Continued monitoring, high visibility patrol, and enforcement if needed. Additional signage is being considered.

Town of Weaverville

Town Council Agenda Item

Date of Meeting:	May 19th 2025
Subject:	Weaverville Fire Department Quarterly Report
Presenter:	Chief Michael Hunter
Attachments:	Quarterly Report

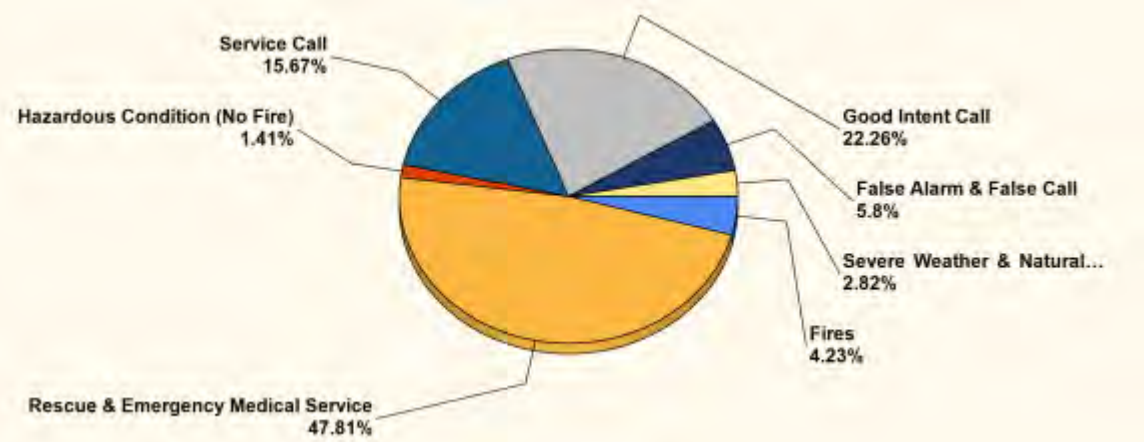
Description:

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

Action Requested:

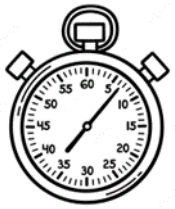
Information only; No action required.

Weaverville Fire Department Quarterly Report
February 1, 2025 – April 30, 2025



MAJOR INCIDENT TYPE	# INCIDENTS	% of TOTAL
Fires	27	4.23%
Rescue & Emergency Medical Service	305	47.81%
Hazardous Condition (No Fire)	9	1.41%
Service Call	100	15.67%
Good Intent Call	142	22.26%
False Alarm & False Call	37	5.8%
Severe Weather & Natural Disaster	18	2.82%
TOTAL	638	100%

# OVERLAPPING	% OVERLAPPING	TOTAL
211	33.07	638



AVERAGE RESPONSE TIME (Dispatch to Arrived)

0:06:29

FIRE LOSS

LOSSES		PRE-INCIDENT VALUES	
PROPERTY	CONTENTS	PROPERTY	CONTENTS
$20,000.00	$3,500.00	$20,000.00	$3,500.00
$921,300.00	$85,000.00	$2,895,400.00	$115,000.00

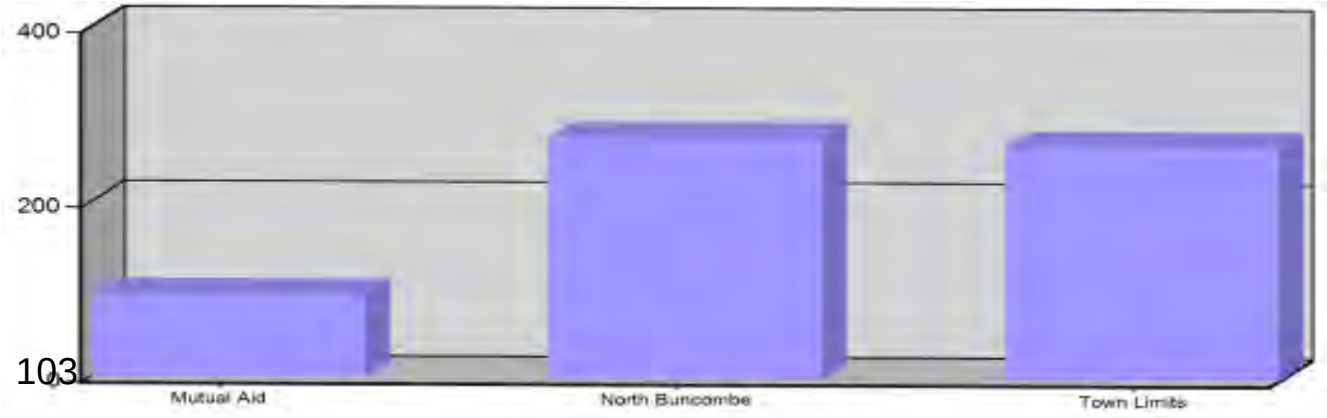
TOTAL LOSSES: $1,029,800.00

TOTAL PRE-INCIDENT VALUES: $3,033,900.00

PROPERTY SAVED

TOTAL PRE-INCIDENT PROPERTY	TOTAL PRE-INCIDENT CONTENT	TOTAL PRE-INCIDENT	TOTAL PROP. SAVED	TOTAL CONT. SAVED	TOTAL SAVED
$2,915,400.00	$118,500.00	$3,033,900.00	$1,974,100.00	$30,000.00	$2,004,100.00

ZONE	# INCIDENTS
Mutual Aid - Mutual Aid	95
North Buncombe - North Buncombe District	276
Town Limits - Town Limits	267
TOTAL:	638



WEAVERVILLE FIRE DEPARTMENT

3 MONTICELLO RD.
WEAVERVILLE, NC 28787

Celebrating 100 years of service to our community

Fire Marshals Office Stats. February 2025, March 2025 and April 2025.

SafeKids. Child Car Seat Installation.

February = 3 installations.

March = 4 installation.

April = 5 installations.

Fire Prevention and Education Classes.

February 20th . Girl Scout Troop. Station Tour / Fire Prevention. (13 kids)

April 2nd . Weaverville Primary School. Career Day. (210 kids)

April 25th . North Windy Ridge Intermediate. Career Day. (428 kids)

April 29th . Fire Wise meeting. Reems Creek Golf Community HOA. (30 people)

Commercial Business Inspections.

February = 22 inspections.

March = 24 inspections.

April = 19 inspections.

Kile R. Davis

Fire Marshal

Weaverville Fire Department

kdavis@weavervillefd.org