

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

TOWN COUNCIL AGENDA
Monday, January 27, 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](https://www.youtube.com/watch?v=...) ; and
Meeting recordings viewable under the “Videos” Tab
(unless technical difficulties are experienced)

	<i>Pg #</i>	<i>Presenter</i>
1. Call to Order		Mayor Fitzsimmons
2. Approval/Adjustments to the Agenda		Mayor Fitzsimmons
3. Conflict of Interests Statement		Mayor Fitzsimmons
4. Consent Agenda		Interim Manager Harris
A. December 10, 2024, Town Council Workshop Meeting Minutes	2	
B. December 18, 2024, Town Council Special Called Meeting Minutes	7	
C. Monthly Tax Report, Refunds/Releases	8	
D. Conflicts of Interest Policy	15	
E. Budget Amendments – Police and Community Center	18	
F. Board Appointments – Planning Board and Tree Board	20	
G. Cooperative Interlocal Agreement – Wayfinding Signs	23	
H. Comprehensive Land Use Plan Update	39	
I. Code Amendments–Ch. 20–Parking, Tree Preservation, Setbacks – Set PHs...	51	
5. Interim Town Manager’s Report	71	Interim Manager Harris
6. General Public Comments (see below for additional information)		Mayor Fitzsimmons
7. Discussion & Action Items		
A. Annexation/Zoning – AdventHealth	73	Interim Manager Harris
B. Annexation/Zoning – 21 Parker Cove Road	90	Interim Manager Harris
C. Non-Discrimination Ordinance	97	Mayor Fitzsimmons
D. Hurricane Relief Donations from Weaverville, California	112	Mayor Fitzsimmons
E. Human Resources Audit	113	Interim Manager Harris
F. Quarterly Report – Finance	121	Finance Director Dozier
G. Quarterly Report – Planning	138	Planning Director Eller
8. Closed Session		Mayor Fitzsimmons
<p>N.C.G.S. §143-318.11(a)(3). To consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged; and 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.</p>		
9. 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@weaverrillenc.org at least 6 hours prior to the meeting, (3) by mailing your written comment (received not later than Monday’s mail delivery) to: Town of Weaverville, PO Box 338, Weaverville, NC, 28787, Attn: Public Comments. For more information please call (828)645-7116.



Town Council Workshop - Dec. 10 2024 Minutes

Tuesday, December 10, 2024 at 6:00 PM

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

1. CALL TO ORDER

Roll Call - Town Council Present: Vice Mayor John Chase, Council members Doug Jackson, Catherine Cordell, Peter McGuire, and Dee Lawrence

Absent: Mayor Patrick Fitzsimmons and Michelle Wood

Staff Present- Interim Town Manager Scottie Harris, Public Works Director Dale Pennell, Water Plant Superintendent Randall Wilson, Finance Director Tonya Dozier, Attorney Jennifer Jackson, Town Clerk Tamara Mercer, and A/V Coordinator Lauren Ward.

2. Water Requests

2.1 75 Cole Road Renewal Request

Public Works Director Pennell provided an overview of the project for 75 Cole Road apartments noting the reasons for the water renewal request. He reviewed the deadlines over the course of the project, and highlighted updates to the project, specifically for smaller units of one-bedroom apartments. The developer is requesting less water allocation of 64,000 gallons. Which is a decrease from 67,000 gallons.

The Public Works Department has reviewed the application and determined there is adequate water capacity available to serve the development and Mr. Pennell recommended approval of the water renewal.

Motion to approve the renewal of the water commitment located at 75 Cole Road based on the updated request for 64,000 gallons per day.

Moved by: John Chase

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

Carried 5-0

2.2 40 Doan Road Request

Mr. Pennell reviewed application submitted by CBG Engineers for 4,000 GPD to serve a 10-home single family subdivision located at 40 Doan Road, property that is approximately 3 acres. He noted the subject site plan.

Mr. Pennell said the applicant is aware that a 6" public water line will need to be extended for approximately 250 feet at the developer's expense along Doan Road from the town's 10" water line in Doan Road which terminates at the meter vault.

The subject site is located outside of town limits. The town has typically required a developer who requests water to apply for annexation when the proposed project is outside town limits. However, in this case, Town staff believes that it might not make sense for the Town to annex the site in order to supply municipal services that far outside of the Town's primary borders or to add to the Town's satellite annexation percentage, especially when considering the 10% maximum satellite annexation limitation and other larger tracts that have expressed preliminary interest in annexing.

Staff can recommend the 4,000-gallon water allocation even though the site is located outside of town limits as this is similar to the channel crossing past June Bug. In that case, the town granted the water without required annexation. Mr. Pennell added that Council may not require the annexation due to the distance from Town limits.

Motion to approve the water allocation request for 40 Doan Road Subdivision as presented and without requiring annexation.

Moved by: Dee Lawrence

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

Carried 5-0

2.3 AdventHealth Request

Mr. Pennell reviewed the AdventHealth Buncombe County Campus request for water commitment serving a four-building complex located at the hospital campus adjoining US 25-70 and Ollie Weaver Road. He explained the layout of the site plan which is on the property that was previously planned for 244 apartments. The project engineers initially requested 98,000 gallons, but upon assessment, the new request is for a total of only 63,500 per day which is actually less for the hospital than the apartment complex across the roadway. Public Works Department has determined that adequate water capacity is available to serve the request. The developer will extend the town's 12 water line along Ollie Weaver Road to their site at the developer's expense.

There was a question-and-answer period regarding, campus layout, number of beds, (101 beds), and medical office buildings for 57 practitioners, medical facility, ambulatory usage and allocations based on their other similar facilities.

Motion to approve the water commitment/extension request for AdventHealth Buncombe County Camp conditioned upon all parcels within the project being annexed into the Town's municipal limits.

Moved by: Doug Jackson

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

Carried 5-0

2.4 21 Parker Cove Road Request

Mr. Pennell reviewed the request for water allocation for a 45-lot subdivision submitted by Greenstreet Capital Partners with a request for 18,000 gallons per day. He noted the site plan layout.

The water lines will be required to be a minimum 6" diameter with fire hydrants, to be installed at the developer's expense and to be turned over to the town for ownership and maintenance upon completion. The preliminary site plan shows the proposed lines to be installed in a private road right-of-way (Water Leaf Drive) outside the project boundary, within the NCDOT road right-of-way for Parker Cove Road adjoining the project, and within several 20' wide private alleys and roads with unknown widths on the property.

The Public Works Director has found that there is sufficient capacity within the Town's water system to provide this project with water without affecting existing customers. He did include that the required 20-foot utility right-of-way was not shown on the plans

There was a question-and-answer period regarding utility easements, the alleyway, the rights-of-way, waterlines, Water Leaf Drive and timeline for the Town accepting the roadways, and ROW conflicts.

Vice Mayor Chase noted the recommendations as submitted by the Planning Board, and there was general consensus to table the request until the departments and staff can address the concerns as referenced above.

Motion to table the item water request located at 21 Parker Cove Road until more information and clarification regarding the aforementioned concerns were addressed.

Moved by: Doug Jackson

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

Carried 5-0

3. Water Meter Conversion Project Update

Mr. Pennell discussed the Water Maintenance Division matter regarding the conversion from the radio-read water meters to the cellular-read meters. Casey Roberts, Water Distribution Superintendent, was also present.

Pennell said the radio-read meter project was completed and fully installed in 2020. With the new meters the staff accomplished meter reading in three days instead of a week. Water bill discrepancies and usage discrepancies were also correctly addressed. The radio-read meters are no longer available and the Town is having to switch to cellular-read meters with data automatically uploaded. The Town recently purchased 88 new meters and 60 were

installed and tested. The staff training is completed, and reception is excellent. The town needs to replace over 3,000 meters in addition to adding new customers into the system.

There was further discussion on costs, supplies, product warranty, cellular service, 5-G and reception frequencies, inference and licensures, and the timeframe for installation using a vendor. Mr. Pennell approximated the costs for this upgrade at \$982,000, so this is a large financial project that will have to be addressed in the upcoming FY25/26 budget..

Vice Mayor Chase asked staff to provide several options for Town Council to consider during budget deliberation including doing the project in phases over several budget cycles and doing the project all at once.

4. Lead Service Line Project Update

Mr. Pennell provided information concerning the EPA (Environmental Protection Agency) Lead Service Line Find and Replace Project, which requires that which requires the Town to take certain steps to eliminate lead from the water system and homes. This mandate is unfunded. Mr. Pennell stated that the Public Works Department met the NCDEQ deadline of October 15th by submitting our inventory of 3,331 water meters inspected to confirm the existence of any lead components or unknown service materials.

Further, he said Staff accomplished the NCDEQ requirement to notify all meter customers in writing. The Letter informed residents such as galvanized materials or if there are unknowns and the town provided homeowners with water test kits per citizens requests.

The engineering report provides the timeline for funding the 'find' portion of the mandate and the 'replace' portion, which is within a 10-year span. NCDEQ approved the application for funding the project via a loan in the amount of \$2,000,000. Mr. Pennell explained the reasons staff recommends not accepting the loan, including specifically a required administrative fee that would exceed the Town's cost in funding this project itself.

There was discussion regarding the sample sites for Tier 1, Tier 2, Tier 3, etc., negative samples, consultant costs, NC State 2-million loan from State Water Infrastructure Authority, Lead Service Line Replacement program, scheduled deadlines, Federal regulations and future expenses. GIS mapping of the waterlines is completed for the inventory project.

Mr. Pennell added that the Town's water fund is healthy, and it probably does not make sense to use the loan as the town has the funding. There was general Town Council consensus to decline the loan offered on this project.

5. Water Treatment Plant Update

Water Treatment Plant Superintendent Wilson reviewed the resiliency project, water expansion project, and raw water pump station repairs after Hurricane Helene. He said the generators and transfer switch have been delivered and are ready to install.

Discussion included the water treatment plant expansion timeline, review process, State final approval review and we estimate to begin the project in 2026.

The raw water pump station replacement and repair of station in aftermath of storm, at a cost of approximately \$75,000 should begin January 1st.

The town was awarded the State Gold Star for the water treatment plan for 2023, the AWOP award for the 15th consecutive year.

6. ADJOURNMENT

There being no further business and without objection, Vice Mayor Chase adjourned the meeting at 7:06 p.m.

Patrick Fitzsimmons, Mayor

Tamara Mercer, Town Clerk

DRAFT

TOWN OF WEAVERVILLE

MINUTES

**Town Hall Council Chambers
30 South Main Street
Weaverville, NC 28787**

**December 18, 2024 at 3:30 pm
Town Council Special Called Meeting**

The Town Council for the Town of Weaverville held a special called meeting on December 18, 2024, at 3:30 pm in the Council Chambers at Town Hall, 30 South Main Street, Weaverville, NC.

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

Staff members present: Town Attorney John Henning, Town Clerk Tamara Mercer, Interim Town Manager Harris.

1. Call to Order - Mayor Fitzsimmons called the meeting to order at 3:30 pm.

2. Closed Session

At 3:30 p.m. Councilmember Lawrence moved to enter closed session as authorized by N.C.G.S. §143-318.11(a)(6) in order 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. General personnel policy issues may not be considered in a closed session. A public body may not consider the qualifications, competence, performance, character, fitness, appointment, or removal of a member of the public body or another body and may not consider or fill a vacancy among its own membership except in an open meeting. Final action making an appointment or discharge or removal by a public body having final authority for the appointment or discharge or removal shall be taken in an open meeting.

The motion was approved unanimously (7-0) and Town Council entered closed session.

[CLOSED SESSION]

Councilmember Wood made a motion to exit closed at 4:18 p.m. and re-enter into open session. The motion was approved unanimously (7-0).

3. Adjournment

There being no further business, Mayor Fitzsimmons adjourned the special called meeting at 4:18 p.m. without objection.

ATTEST:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Monthly Tax Report
PRESENTER: Tax Collector
ATTACHMENTS: Monthly Tax Report Summary
TR-401G Net Collections Report for December 2024
RMV Refund/Release Report for November 2024
RMV Refund/Release Report for December 2024

DESCRIPTION/SUMMARY OF REQUEST:

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

A summary of the monthly tax report is provided and shows that **82.34% of the Town's property taxes have been collected as of the end of December** (which is a little higher at this time of year). This totals \$3,542,342 out of the \$4,302,300 total tax levy (real property, personal property, and business personal property). At the end of December 2024 there was \$759,958.23 left to collect of the 2024 property taxes.

The Motor Vehicle Levy Releases/Refunds report for November & December are attached.

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

Dec 2024	Property Tax Levy Release/Refund	\$1,126.08
Nov 2024	Motor Vehicle Levy Release/Refund	\$173.84
Dec 2024	Motor Vehicle Levy Release/Refund	\$100.23

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 Dec 2024:

Original Billed Amts	\$	4,297,291
Abs Adj (Adjustments by Assessor)	\$	(2,815)
Bill Releases	\$	(40)
Discovery Levy	\$	5,305
Additional Levy	\$	2,559
Net Levy	\$	4,302,300
Total Current Year Collections	\$	3,542,342
% Collected		82.34%
Total Left to be Collected:	\$	759,958
Prior Years Tax Paid	\$	2,060
Prior Years Interest Paid	\$	176

Data as of: 1/7/2025 11:31:45 PM

Report Parameters:

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

Tax District: **WEAVERVILLE**

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

Tax Year: **WEAVERVILLE TAX** 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 December 31, 2024												Activity from December 1, 2024 to December 31, 2024		
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	% Coll.	Unpaid Balance (\$)	% Uncoll.	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	
		Assessor Refunds (\$)	Net Collections (\$)	Additional Levy (\$)	Collection Fee Amt (\$)							Assessor Refunds (\$)	Additional Levy (\$)	
TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest														
2023	0.00	0.00	0.00	0.00	0.00	0.00	6.58201	0.00	0.00	0.00	0.00	0.00	0.00	
2022	0.00	0.00	0.00	0.00	0.00	0.00	4.86185	0.00	0.00	0.00	0.00	0.00	0.00	
2021	0.00	0.00	0.00	0.00	0.00	0.00	5.05905	0.00	0.00	0.00	0.00	0.00	0.00	
2020	0.00	0.00	0.00	0.00	0.00	0.00	11.90562	0.00	0.00	0.00	0.00	0.00	0.00	
2019	0.00	0.00	0.00	0.00	0.00	0.00	5.05663	0.00	0.00	0.00	0.00	0.00	0.00	
2018	0.00	0.00	0.00	0.00	0.00	0.00	316.01	0.00	0.00	0.00	0.00	0.00	0.00	
2017	0.00	0.00	0.00	0.00	0.00	0.00	39.57	0.00	0.00	0.00	0.00	0.00	0.00	
2016	0.00	0.00	0.00	0.00	0.00	0.00	64.92	0.00	0.00	0.00	0.00	0.00	0.00	
2015	0.00	0.00	0.00	0.00	0.00	0.00	100.08	0.00	0.00	0.00	0.00	0.00	0.00	

2014	0.00	100.08	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	47.72	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	47.72	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
2013	0.00	0.00	0.00	0.00	0.00	1,020.36	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	1,020.36	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
2012	0.00	0.00	0.00	0.00	0.00	730.74	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	730.74	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
2011	0.00	0.00	0.00	0.00	0.00	12.59	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	12.59	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	0.00	0.00	0.00	0.00	0.00	35,797.15	NA	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	35,797.15	0.00	0.00	0.00	NA	NA	0.00	0.00	0.00	0.00	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	2,186.27	358.15	1,641.58	0.00	0.00	0.00	0.00	0.00
	0.00	2,186.27	0.00	0.00	0.00	85.92 %	14.08 %	0.00	0.00	0.00	0.00	0.00	0.00
2023	9,154.90	55.47	0.36	36.73	9,216.15	9,168.30	47.85	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	9,168.30	80.35	0.00	0.00	99.48 %	0.52 %	0.00	0.00	0.00	0.00	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	0.00
	0.00	3,267.17	0.00	0.00	0.00	99.50 %	0.50 %	0.00	0.00	0.00	0.00	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	0.00
	0.00	4,392.09	0.00	0.00	0.00	99.51 %	0.49 %	0.00	0.00	0.00	0.00	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	0.00
	0.00	7,032.49	231.82	0.00	0.00	99.79 %	0.21 %	0.00	0.00	0.00	0.00	0.00	0.00
Sub.	16,573.95	605.87	3.02	10,228.38	26,505.61	26,046.32	459.29	1,641.58	0.00	0.00	0.00	0.00	0.00
	0.00	26,046.32	312.17	0.00	0.00	98.27 %	1.73 %	0.00	0.00	0.00	0.00	0.00	0.00
TAX DISTRICT: WEAVERVILLE LEVY TYPE: TAX													
2024	4,297,291.04	2,815.06	39.68	5,304.73	4,302,300.40	3,542,342.17	759,958.23	1,400,063.32	1,125.95	0.13	0.00	0.00	0.00
	0.00	3,542,342.17	82.34 %	0.00	0.00	82.34 %	17.66 %	0.00	0.00	0.00	0.00	0.00	724.67
2023	4,196,765.41	2,953.48	60.16	8,428.28	4,204,328.91	4,202,515.94	1,812.97	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	4,202,515.94	2,148.86	0.00	0.00	99.96 %	0.04 %	0.00	0.00	0.00	0.00	0.00	0.00
2022	3,986,151.82	1,317.96	43.41	5,719.53	3,990,509.98	3,989,028.72	1,481.26	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	3,989,763.78	3,989,763.78	0.00	0.00	99.96 %	0.04 %	0.00	0.00	0.00	0.00	0.00	0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,387.29	3,020.42	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	3,726,113.86	2,934.84	0.00	0.00	99.92 %	0.08 %	0.00	0.00	0.00	0.00	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	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	0.00	0.00	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	0.00
	0.00	71,719.36	0.00	0.00	0.00	100 %	0 %	0.00	0.00	0.00	0.00	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	0.00

2011	82.56	0.00	66,539.41	0.00	0.00	100 %	0 %	0.00	0.00	0.00	0.00
		0.00	0.00	82.56	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	0.00	0.00
Sub.	19,693,540.18	20,064.09	3,372.66	56,456.26	19,736,929.52	18,969,633.14	767,296.38	1,400,063.32	1,125.95	0.13	0.00
		3,617.91	18,973,251.05	10,369.83	0.00	96.11 %	3.89 %				724.67
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	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	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	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	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	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	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	0.00	0.00
2012	752.46	0.00	111.58	0.00	640.88	204.72	436.16	0.00	0.00	0.00	0.00
		0.00	204.72	0.00	0.00	31.94 %	68.06 %	0.00	0.00	0.00	0.00
Sub.	56,171.30	0.00	891.76	0.00	55,279.54	46,091.51	9,188.03	0.00	0.00	0.00	0.00
		0.00	46,091.51	0.00	0.00	83.38 %	16.62 %				0.00
Total	19,766,285.43	20,669.96	4,267.44	66,684.64	19,818,714.67	19,077,568.12	776,943.70	1,401,704.90	1,125.95	0.13	0.00
		3,617.91	19,081,186.03	10,682.00	0.00	96.08 %	3.92 %				724.67

Signature (Tax Collector) _____

**District Refunds FY2024
July 2024 through June 2025**

NCVTS Pending refund report Fiscal Year 2025

Nov-24		
Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$9,833.21)
CAS	CITY	(\$3,284.11)
CBM	CITY	(\$92.02)
CMT	CITY	(\$17.52)
CWV	CITY	(\$173.84)
CWO	CITY	(\$237.61)
FBA	FIRE	(\$60.26)
FBR	FIRE	(\$3.57)
FEB	FIRE	(\$6.16)
FEC	FIRE	(\$165.95)
FFA	FIRE	(\$99.80)
FFB	FIRE	(\$20.68)
FJU	FIRE	(\$35.98)
FLE	FIRE	(\$26.24)
FNB	FIRE	(\$60.72)
FRC	FIRE	(\$214.85)
FRE	FIRE	(\$57.06)
FRI	FIRE	(\$92.95)
FSK	FIRE	(\$287.49)
FSW	FIRE	(\$39.38)
FUH	FIRE	(\$7.63)
FWB	FIRE	(\$92.99)
FWO	FIRE	(\$59.20)
SAS	SPECIAL	(\$331.63)
FAS	SPECIAL	(\$12.72)
		(\$15,313.57)

**District Refunds FY2024
July 2024 through June 2025**

NCVTS Pending refund report Fiscal Year 2025

Dec-24		
Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$7,319.27)
CAS	CITY	(\$2,304.28)
CBM	CITY	(\$4.01)
CWV	CITY	(\$100.23)
FBA	FIRE	(\$21.65)
FEB	FIRE	(\$4.43)
FEC	FIRE	(\$153.65)
FFA	FIRE	(\$211.75)
FFB	FIRE	(\$9.81)
FGC	FIRE	(\$112.15)
FLE	FIRE	(\$43.89)
FNB	FIRE	(\$118.54)
FRC	FIRE	(\$65.35)
FRE	FIRE	(\$8.23)
FRI	FIRE	(\$99.73)
FSK	FIRE	(\$177.41)
FSW	FIRE	(\$54.95)
FUH	FIRE	(\$48.61)
FWB	FIRE	(\$46.58)
SAS	SPECIAL	(\$322.03)
Total		(\$11,226.55)

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Conflicts of Interest Policy
PRESENTER: Interim Town Manager Harris
ATTACHMENTS: Conflicts of Interest Policy dated 12/23/24

DESCRIPTION/SUMMARY OF REQUEST:

Tim Ormond of Blue Earth Planning, Engineering & Design submitted the Water Resources Development grant application for the Main Street Nature Park stormwater projects and related improvements on December 27, 2024.

As part of the application the Town was required to provide a conflicts of interest policy. The attached policy was put into place on December 23, 2024, by the Mayor in order to comply with the grant requirements.

Town Council is asked to ratify the adoption of this policy.

It is recommended that this policy be comprehensively reviewed in the future with possible revisions recommended by the Town Attorney for broader application and consistency with federal and state laws, and Town Code.

TOWN COUNCIL ACTION REQUESTED:

Town Council is asked to ratify the attached Conflicts of Interest Policy.

A proposed motion is as follows: *I move that Town Council ratify the Conflicts of Interest Policy dated December 23, 2024.*

TOWN OF WEAVERVILLE CONFLICT OF INTEREST POLICY

Section 1. Definitions

Conflict of Interest - An actual or perceived interest by a Weaverville Town employee or member of Weaverville's governing board in an action that results in, or has the appearance of resulting in, personal, organizational, or professional gain. A conflict of interest occurs when an employee or governing board member has a direct or fiduciary interest in another relationship. A conflict of interest could include:

- (1) Ownership with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- (2) Employment of or by a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- (3) Contractual relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- (4) Creditor or debtor to a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.
- (5) Consultative or consumer relationship with a member of the Board of Directors/Trustees or an Employee where one or the other has supervisory authority over the other or with a client who receives services.

The definition of conflict of interest includes any bias or the appearance of bias in a decision-making process that would reflect a dual role played by a member of the organization or group. An example, for instance, might involve a person who is an Employee and a Board Member, or a person who is an employee and who hires family members as consultants.

Governing Body - Includes the mayor, vice mayor, and councilmembers for the Town of Weaverville.

Section 2. Employee Responsibilities

It is in the interest of the organization, individual staff, and members of the governing board to strengthen trust and confidence in each other, to expedite resolution of problems, to mitigate the effect and to minimize organizational and individual stress that can be caused by a conflict of interest.

Employees are to avoid any conflict of interest, even the appearance of a conflict of interest. This organization serves the community as a whole, rather than only serving a special interest group.

The appearance of a conflict of interest can cause embarrassment to the organization and jeopardize the credibility of the organization. Any conflict of interest, potential conflict of interest or the appearance of a conflict of interest is to be reported to your supervisor immediately. Employees are to maintain independence and objectivity with clients, the community, and organization. Employees are called to maintain a sense of fairness, civility, ethics, and personal integrity even though law, regulation, or custom does not require them.

Section 3. Acceptance of Gifts

Employees, members of employee's immediate family, and members of the governing board are prohibited from accepting gifts, money, or gratuities from the following:

(1) Persons receiving benefits or services from the organization.

(2) Any person or organization performing or seeking to perform services under contract with the organization.

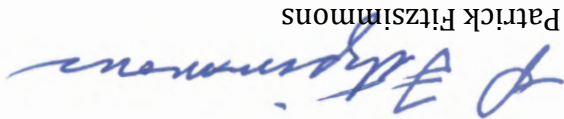
(3) Persons who are otherwise in a position to benefit from the actions of any employee of the organization.

Employees may, with the prior written approval of their supervisor, receive honoraria for lectures and other such activities while on personal days, compensatory time, annual leave, or leave without pay. If the employee is acting in any official capacity, honoraria received by an employee in connection with activities relating to employment with the organization are to be paid to the organization.

Section 4. Adoption and Effective Date

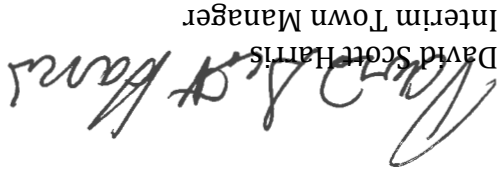
This Conflicts of Interest Policy has been adopted with an effective date of December 23, 2024, and shall be in full force and effect until such time as it is amended or repealed, and is in addition to any conflicts of interest provisions provided by North Carolina Law or the Town Code of Ordinances.

TOWN OF WEAVERVILLE



Patrick Fitzsimmons

Mayor



David Scott Harris

Interim Town Manager

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 27, 2025
Subject: Budget Amendment – Community Center, Police
Presenter: Town Finance Director
Attachments: Budget Amendment Form

Description/Summary of Request:

The Town received proceeds from the sale of bricks at the Community Center during Oct – Dec 2024 totaling **\$672.14**.

The Town collected an additional **\$4,051.00** in Cops for Kids donations during Dec 2024 – Jan 2025, bringing the fiscal year-to-date total to **\$8,326.00**.

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

Action Requested:

Town Manager recommends approval of the attached Budget Amendment.

Budget Amendment FY 2024-2025

Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-600-614-39510	Community Center Programs	\$672.14
010-430-431-26608	Cops for Kids (Expenditure)	\$4,051.00

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

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-004-300-09022	Contributions Community Center	\$672.14
010-004-300-09028	Cops for Kids (Revenue)	\$4,051.00

Justification: Please provide a brief justification for this budget amendment. *To record donations received for the Community Center Oct – Dec 2024; Cops for Kids donations received Dec 2024 – Jan 2025.*

_____	_____
Authorized by Finance Officer	Date
_____	_____
Authorized by Town Manager	Date
_____	_____
Authorized by Town Council (if applicable)	Date

- Budget Ordinance Section 12:
- B. The Budget Officer or his/her designee is hereby authorized to distribute departmental funds based upon the line item budgets and make expenditures therefrom, in accordance with the Local Government Budget and Fiscal Control Act.
 - C. The Budget Officer or his/her designee may authorize transfers between line items, expenditures and revenues, within a department or division without limitation and without a report being required.
 - D. The Budget Officer or his/her designee may transfer amounts up to 5%, but not to exceed \$10,000 monthly, between departments, including contingency appropriations, but only within the same fund. The Budget Officer must make an official report on such transfers at a subsequent regular meeting of Town Council.
 - E. The Budget Officer or his/her designee may not transfer any amounts between funds, except as approved by Town Council, as a budget amendment.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Board member Appointments
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: Planning Board proposed roster & Tree Board proposed roster

DESCRIPTION/SUMMARY OF REQUEST:

Recommendations: To appoint members to open terms on board vacancies.

Planning Board: To appoint Jonathan Brown as a regular member, to serve an open term until June of 2025. To appoint Nancy Waldrup as an alternate member to fulfill a term to June of 2025.

Tree Board: To appoint Gary Harmon as a regular member, to serve an open term to May of 2027. To appoint William Mobley as an alternate member to serve an open term to May of 2025.

Request: Nominate and appoint Planning Board members and Tree Board members.

WEAVERVILLE PLANNING BOARD

Regularly meets 1st Tuesday 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)
Jane Kelley Regular Member <i>Chair</i>		2021	August 2023	September 2023 – 2026
Mark Endries Regular Member <i>Vice Chair</i>		2021	March 2022	September 2024 - 2027
Donna Mann Belt Regular Member		2021	August 2023	September 2023 – 2026
Jonathan Brown Regular Member		2024	January 2025	June 2024 – 2025
Michael Sollazzo Regular Member		2024	August 2024	September 2024 – 2025
Nancy Waldrup Alternate Member		2025	January 2025	June 2024 – 2025
Jennifer Young Alternate Member		2024	August 2024	September 2024 - 2027
James Eller Town Planner	828-484-7002 (direct line) jeller@weavervillenc.org			
John Henning Michael Frue Town Attorney	828-398-2775 Office john@csedlaw.com michael@csedlaw.com			
Tamara Mercer Clerk/Bd Sec.	828-484-7003 (direct line) tmercerc@weavervillenc.org			

Last updated January 2025

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	Weaverville <i>Town Resident</i>	2024	January 2025	May 2024 - 2027
Pauline Griffith Regular Member	Weaverville <i>Town Resident</i>	2024	May 2024	May 2024 - 2026
Russ Kantner Regular Member	Weaverville <i>Town Resident</i>	2024	May 2024	May 2024 - 2025
Inger Stallman-Jorgensen Regular Member	Weaverville <i>Town Resident</i>	2024	June 2024	June 2024 - May 2027
Greg Sanfilippo Regular Member	Buncombe Co. <i>Outside Town limits</i>	2024	May 2024	May 2024 - 2026
Jeff Colavecchia Regular Member	Buncombe Co. <i>Outside Town limits</i>	2024	May 2024	May 2024 - 2025
Caroline Lord Regular Member	Buncombe Co. <i>Outside Town limits</i>	2024	May 2024	May 2024 - 2027
Caleb Hudson Alternate Member	Buncombe Co. <i>Outside Town limits</i>	2024	May 2024	May 2024 - 2026
William Mobley Alternate Member	Weaverville <i>Town Resident</i>	2025	January 2025	June 2024- May 2025
Scott Harris Town Manager	828-484-7001 (direct line) sharris@weavervillenc.org			
Tamara Mercer Clerk/Board Sec.	828-484-7003 (direct line) tmercerc@weavervillenc.org			

Last updated January 2025

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Cooperative Interlocal Agreement – Wayfinding Signs
PRESENTER: Planning Director
ATTACHMENTS: Proposed Resolution and Cooperative Interlocal Agreement

DESCRIPTION/SUMMARY OF REQUEST:

The Buncombe County Tourism and Development Authority (TDA) has agreed to continue to manage the Regional Wayfinding Program that began in 2008 with such management to be handled by Explore Asheville including the following: ongoing administration, maintenance including annual system review, signage replacement, addition, and updates as approved. The TDA has produced the attached Cooperative Interlocal Agreement to serve as a guide for the wayfinding sign program in all of Buncombe County for the next 10 years.

All of the following jurisdictions have been asked to participate: Asheville, Black Mountain, Weaverville, Woodfin, and Buncombe County.

The proposed agreement sets out the role of the agreement and obligations of the various parties and indicates that the TDA will be funding all approved wayfinding signage, including the replacement of any approved signs that are damaged or demolished.

The Town will have obligations to maintain the approved signage including removing graffiti, washing/cleaning signs and poles, removing vegetation from signs, and notifying Explore Asheville of any damage to signage.

The Interim Town Manager recommends that Weaverville participate in this program.

COUNCIL ACTION REQUESTED:

Town Council action to approve the attached Cooperative Interlocal Agreement and authorize the Town Manager to execute on the Town's behalf. A suggested motion is:

I move that we adopt the attached resolution as presented so that the Cooperative Interlocal Agreement between the Buncombe County Tourism and Development Authority and the Town of Weaverville regarding the wayfinding signs program is approved and the Interim Town Manager is authorized to execute the agreement.

TOWN OF WEAVERVILLE
RESOLUTION APPROVING COOPERATIVE INTERLOCAL
AGREEMENT CONCERNING WAYFINDING SIGNS

WHEREAS, the Town of Weaverville wishes to participate in the Regional Wayfinding Program managed by the Buncombe County Tourism and Development Authority and Explore Asheville; and

WHEREAS, the Town of Weaverville has authority under N.C Gen. Stat. § 160A-461 to enter into interlocal agreements with other units of local government;

NOW, THEREFORE, BE IT RESOLVED, that, as allowed by North Carolina General Statute §160A-461, Town Council hereby approves and enters into the attached Cooperative Interlocal Agreement, and authorizes the Interim Town Manager to execute the same.

ADOPTED this the 27th day of January, 2025.

PATRICK FITZSIMMONS, Mayor

TAMARA MERCER, Town Clerk

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

COOPERATIVE INTERLOCAL AGREEMENT

This Cooperative Interlocal Agreement made and entered into this ____ day of _____, 2025, by and between the Buncombe County Tourism Development Authority, an Authority duly organized and operating pursuant to the laws of the State of North Carolina (herein “TDA”); and the following North Carolina Municipal Corporations: City of Asheville, Town of Black Mountain, Town of Weaverville, Town of Woodfin, (all collectively referred to herein as “Governing Entities”), and Buncombe County, a political subdivision of the State of North Carolina (herein “County”).

W I T N E S S E T H :

WHEREAS, Wayfinding refers to a program of directional, informational, and orientation signs, kiosks, gateways, and placemaking or landmark design elements to improve the user experience of orientation and choose a path within the built environment; and

WHEREAS, TDA, in partnership with the Governing Entities and the County implemented a Regional Wayfinding Program in 2008; and,

WHEREAS, in an ongoing partnership with the Governing Entities and the County, the TDA has agreed to continue to manage the Regional Wayfinding Program with such management to consist of: ongoing administration, maintenance including annual system review, signage replacement, addition, and updates as approved based upon the process as set forth herein within the entirety of Buncombe County (herein “Project”); and,

WHEREAS, the Project may consist of directional, informational, and orientation signs, kiosks, gateway, and placemaking or landmark design and sculptural elements mounted in the ground, in sidewalks, on buildings, or on other poles (herein “Signs”); and,

WHEREAS, the Buncombe County Tourism Development Authority, a North Carolina 501(c)6 nonprofit (herein “Explore Asheville”) is a contractor of the TDA; and,

WHEREAS, Explore Asheville will serve as a liaison on the Project and the TDA may contract with Explore Asheville to provide any of its duties or responsibilities hereunder.

NOW THEREFORE, in consideration of the above promises and, for other good and valuable consideration, including the promises and covenants set out below, the sufficiency of which is hereby acknowledged, the parties agree as follows:

A. TERMS AND CONDITIONS

1. *Scope*: The Project was developed in three phases as follows: (a) Phase I-Master Plan Phase-which involved development of a Wayfinding analysis and detailed program for the Signs;

(b) Phase II-Implementation Phase-which involved sign fabrication and installation of the initial program of Signs; and (c) Phase III-Management Phase-which involves arranging for the ongoing management, maintenance of and revisions to the Project. This Agreement recognizes that Phase I and Phase II of the Project have been completed and addresses Phase III only, the ongoing Management Phase.

The role of this Agreement is as follows:

- a. To serve as a guide for the ongoing management of the Project and maintenance of the Signs.
- b. To be accepted, approved and adopted by resolution of the governing board of each Governing Entity that is a party to this Agreement.
- c. To allow the Governing Entities to prohibit themselves from constructing or permitting the construction of other signs within their jurisdictions that may be deemed to be considered destination Wayfinding, or that might otherwise be inconsistent or in conflict with the Interlocal Agreement and Criteria for Inclusion, the current version of which is attached hereto as Exhibit A, and as may be approved by the TDA from time-to-time.
- d. To provide criteria for the establishment of new Signs, changes to existing Signs, and the inclusion of new destinations in the Project.
- e. To establish mapped boundaries that determine areas of maintenance responsibility and identify the Signs that fall within these boundaries.
- f. To put each Governing Entity on notice as to all Signs Assigned to the Governing Entity whether located within or outside of the Governing Entity's jurisdiction. Those Signs to a Governing Entity that are outside each Governing Entity's jurisdiction are shown in the table attached hereto as Exhibit B, as may be amended by the TDA from time to time. For purposes of this Agreement, such Signs are "Assigned" to the applicable Governing Entity.

2. Duration The term of this Agreement shall be for a period of ten (10) years commencing from the 1st day of January 2025 until the 1st day of January 2035 and shall automatically renew for successive one (1) year terms unless either party gives the other parties ninety (90) days prior written notice of intent to terminate this Agreement.

3. Signs within the Right of Way of the State of North Carolina: The North Carolina Department of Transportation (NCDOT) has the ultimate authority over right-of-way along State owned or maintained roads. Signs proposed for placement in state-maintained right-of-ways must be approved by the North Carolina Department of Transportation (NCDOT) prior to placement. For each Sign to be placed in the state-maintained right of way, the responsible Governing Entity must obtain encroachment approval from the NCDOT. The NCDOT can remove or relocate Signs in the state-maintained right of way at their discretion if the NCDOT deems the changes are needed to ensure public safety or to allow for new construction.

If the NCDOT determines Signs within the state-maintained right of way are not maintained satisfactorily, the NCDOT may choose to perform the maintenance on these Signs. In these cases, the State may be entitled to financial reimbursement from the TDA.

B. ESTABLISHMENT OF WAYFINDING COMMITTEE

1. Committee: The parties to this Agreement shall establish a Wayfinding Committee (herein “Committee”), to oversee the approval of requests for complex new signage systems, placemaking or landmark signage requests, and whether to require full or partial payment for the signs and their installation. The Committee shall convene as is necessary based on qualifying actions that come before them.
2. Powers of Committee: The Committee is hereby empowered to perform the following acts:
 - a. Recommend Approval of New Signs. Review applications for new Signs and Sign messages according to the Criteria for Inclusion. The Committee shall make recommendations to the TDA for approval of requests for complex new signage systems, placemaking or landmark signage requests where applicable. The TDA shall have the final authority to approve all new Signs and changes to existing Sign messages. See Exhibit A.
 - b. When appropriate, require full or partial payment for the materials and installation of new Signs from public and private entities that request such Signs to be added to the Wayfinding Project.
3. Committee Membership: The Committee shall consist of a minimum of three (3) members as follows: (a) Explore Asheville Vice President of the Partnership and Destination Management; (b) Explore Asheville Destination Project Manager; and (c) one staff member appointed by the appropriate corresponding Governing Entities. See Exhibit A. At its discretion, the TDA Board can appoint additional at-large members to the committee.

C. FINANCIAL RESPONSIBILITIES AND PROCEDURES

After the TDA has approved a new Sign or change to an existing Sign message, the following sets forth the financial responsibility for such Sign:(Signs not so approved by the TDA shall not be subject to this Agreement).

1. Replacement of damaged or demolished Signs within the corporate limits of a Governing Entity and the unincorporated areas of Buncombe County:
 - a. **Responsibility.** The TDA shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for damaged or demolished Signs within the corporate limits of a Governing Entity and within the unincorporated areas of Buncombe County.

- b. **Procedure.** Explore Asheville shall be notified of loss or damages to any Sign. The Governing Entities shall retrieve damaged Signs within their jurisdiction or as otherwise Assigned (as defined below) and store them in a safe environment. The reinstallation of damaged or demolished Signs will be coordinated with the vendor's annual inspection and installation follow-up. The TDA shall pay the vendor directly for the costs.

2. New Signs or New Sign Messages for Destinations that meet the Criteria for Inclusion:

- a. **Financial Responsibility.** The TDA shall pay one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by the Governing Entities when the Sign meets the Criteria for Inclusion. The TDA, through the Committee, reserves the right to develop financial policies that require full or partial cost recovery of the costs for materials and labor for the fabrication and installation of Signs for destinations owned and/or managed by private entities when the Sign meets the Criteria for Inclusion.
- b. **Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will directly invoice the TDA for materials and labor. If the committee determines the costs for materials and installation should be shared with or paid by a private entity requesting the Sign(s), the vendor shall submit a single invoice to the private entity or separate invoices to the TDA and the private entity for the agreed upon shared cost. The TDA and/or private business shall directly pay the vendor for the cost of the Sign materials and subsequent installation. If the private entity is required to pay all or a portion of the cost, the private entity shall provide Explore Asheville with proof of payment. After which, Explore Asheville will coordinate the installation with the designated vendor.

3. New Signs or new Sign messages for destinations that do not qualify under the Criteria for Inclusion:

- a. **Financial Responsibility.** If a Governing Entity requests a new Sign or Sign message for a destination owned and/or managed by the Governing Entity that does not meet the Criteria for Inclusion the Governing Entity requesting the Sign or Sign message shall be financially responsible for one hundred percent (100%) of the costs for materials and labor for the fabrication and installation of such Signs or Sign messages. Signs or Sign messages requested by private entities for destinations that do not meet the Criteria for Inclusion will be rejected and will not be eligible for installation.
- b. **Procedure.** Once a request has been approved, Explore Asheville shall order the necessary Sign materials from the designated vendor. The vendor will invoice the Governing Entity directly for payment. Upon proof of payment, Explore Asheville will coordinate the installation with the vendor.

4. Terms of Payment: For all payments outlined in section C of this Agreement, all invoices from the vendor will be accompanied by appropriate documentation of actual costs. All undisputed invoices must be paid within sixty (60) days and shall incur interest at the prevailing interest rate for each day the invoice remains unpaid past sixty days.

D. MAINTENANCE RESPONSIBILITIES

1. General Maintenance Defined. Through the course of the year, individual Signs require attention. The Governing Entities are responsible for General Maintenance as defined herein, on those Signs within their jurisdiction as well as any other Signs that have been Assigned.

General maintenance includes:

- a. Removal of graffiti and placards as necessary.
- b. Washing/cleaning of all Sign panels and poles as necessary.
- c. Removing plant material at the base of the Sign and/or visually obstructing or damaging the Sign.
- d. Notifying Explore Asheville in a timely manner of any damaged or demolished Signs within the Governing Entity's corporate limits or as otherwise Assigned. In the event a Sign is damaged to the extent that it is not readable by the driving public (e.g. the Sign is knocked down), the responsible Governing Entity must relocate the damaged Sign to a secure location and notify Explore Asheville of its removal and storage location.

2. Warranty Maintenance Coverage: Notwithstanding the foregoing, Explore Asheville acknowledges that some maintenance items above may be covered by certain warranties provided by the fabricator and/or installer of the Signs. If Explore Asheville believes an item of maintenance is covered under the warranties issued, Explore Asheville shall notify the fabricator and/or installer who shall be given a reasonable period of time to honor its warranties. If the fabricator and/or installer does not honor its warranties within such period, then Explore Asheville shall determine how to proceed.

E. ADDITIONAL DUTIES AND RESPONSIBILITIES:

1. The Governing Entities' Representatives:

- a. Appoint a Representative to monitor and ensure compliance with the duties and responsibilities of the Governing Entity as outlined herein and serve as a point of administrative contact for Explore Asheville. See Exhibit A.
- a. Provide Explore Asheville with a staff contact who is responsible for retrieving damaged Signs within the Governing Entity's corporate limits and as otherwise Assigned.

2. The County shall:

- a. By signing this agreement, the County authorizes the Governing Entities to maintain Signs within jurisdiction of the County, but outside of the corporate limits of the Governing Entities.
- b. The County further acknowledges that should it request the installation of any Sign, it will become a Governing Entity as to all such Signs it requests and will be treated as a Governing Entity for purposes of this Agreement as related to such Signs.

F. DISPOSITION OF PROPERTY UPON DISSOLUTION OF AGREEMENT: Neither the TDA, the County nor any of the Governing Entities may acquire any real property under the terms of this Agreement. All personal property acquired under the terms of this Agreement shall remain with the Governing Entity in whose jurisdiction the Sign is placed or as otherwise Assigned. For all personal property for which there was partial financial participation by a private entity, said personal property shall be held as tenants in common with the applicable Governing Entity and the private entity. Personal property acquired under the terms of this agreement may be disposed of consistent with the financial grant that authorized the purchase or by mutual agreement of the respective parties.

G. REPRESENTATIVES: The names and addresses of the representatives for Explore Asheville, the Governing Entities and the County are as follows:

1. Explore Asheville (Contact for Signage Requests to the Wayfinding Committee)

- a. Name: Kimberly Puryear
- b. Title: Destination Project Manager
- c. Address: 27 College Place, Asheville, NC 28801
- d. E-mail Address: kpuryear@exploreasheville.com
- e. Phone Number: (919) 539-5157 (cell)

**2. City of Asheville
Transportation**

- a. Name: Jessica Morriss
- b. Title: Assistant Director of Transportation
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: jmorriss@ashevillenc.gov
- e. Phone Number: (828) 259-5943

Management

- a. Name: Jaime Matthews
- b. Title: Assistant to the City Manager
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: jmatthews@ashevillenc.gov
- e. Phone Number: (828) 251-4541

Downtown

- a. Name: Dana Frankel
- b. Title: Downtown Planning Manager
- c. Address: 70 Court Plaza, Asheville, NC 28802
- d. E-mail Address: dfrankel@ashevillenc.gov
- e. Phone Number: (828) 251-1122

City of Asheville Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Dean Grayson, Transportation
- b. Email: dgrayson@ashevillenc.gov
- c. Phone: (828) 259-5449

3. Town of Black Mountain

- a. Name: Jessica Trotman
- b. Title: Assistant Town Manager / Planning Director
- c. Address: 160 Midland Avenue, Black Mountain, NC 28711
- d. E-mail Address: jessica.trotman@tobm.org
- e. Phone Number: (828) 419-9300, ext. 370

Town of Black Mountain Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Jamey Matthews, Public Services Director
- b. Email: Jamey.matthews@townofblackmountain.org
- c. Phone: 828.419.9300, ext. 660

4. Town of Weaverville

- a. Name: James Eller
- b. Title: Planning Director
- c. Address: P.O. Box 338, Weaverville, NC 28787
- d. E-mail Address: seller@weavervillenc.org
- e. Phone Number: (828) 484-7002

Town of Weaverville Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: Dale Pennell, Public Works Director
- b. Email: dale.pennell@weavervillenc.org
- c. Phone: 828.645.0606

5. Town of Woodfin

- a. Name: Shannon Tuch
- b. Title: Town Manager
- c. Address: 90 Elk Mountain Road, Asheville, NC 28804
- d. E-mail Address: STuch@Woodfin-NC.gov
- e. Phone Number: (828) 253-4887

Town of Woodfin Contact to Retrieve Damaged or Destroyed Signage

- a. Name, Department: **TBD**
- b. Email:

c. Phone:

6. County of Buncombe

- a. Name: E.B. Odderstol
- b. Title: Economic Development Program Analyst
- c. Address: 46 Valley Street, Asheville, NC 28801
- d. E-mail Address: Elizabeth.Odderstol@buncombecounty.org
- e. Phone Number: (828) 203-5685

H. SEVERABILITY. Should any provision or provisions contained in this Agreement be declared by a court of competent jurisdiction to be void, unenforceable or illegal, such provision or provisions shall be severable, and the remaining provisions hereof shall remain in full force and effect.

I. GOVERNING LAW. This Agreement is entered into in North Carolina and shall be construed under the statutes and laws of North Carolina.

J. ENTIRE AGREEMENT and AMENDMENTS. This Agreement represents the entire understanding between the parties and may not be modified or amended except by an instrument in writing, signed by the parties hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Vic Isley, President & CEO	BUNCOMBE COUNTY TOURISM DEVELOPMENT AUTHORITY: By: _____ Brenda Durden, Chair
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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Jonna Sampson, personally came before me this day and acknowledged that she is the Executive Office Manager to the Buncombe County Tourism Development Authority, an Authority created by North Carolina Law, and that by authority duly given and as the act of the Authority, the foregoing instrument was signed in its name by its Chair and attested by herself as its Executive Operations Manager.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

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

Finance Director: _____

Date: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Tamara Mercer, Town Clerk	TOWN OF WEAVERVILLE: By: _____ David Scott Harris, Interim Town Manager
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COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Sarah Gross, Clerk to the Board of County Commissioners	COUNTY OF BUNCOMBE: By: _____ Avril Pinder, County Manager
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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Lamar Joyner, personally came before me this day and acknowledged that he is the Clerk to the Board of County Commissioners for Buncombe County, a Body Politic and Corporate, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its County Manager and attested by himself as its Clerk to the Board.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____	TOWN OF BLACK MOUNTAIN: By: _____
Wesley Barker, Town Clerk	Josh Harrold, Town Manager

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Angela Reece, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Black Mountain, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: <hr/> Gena Powers, Town Clerk	TOWN OF WOODFIN: By: <hr/> Shannon Tuch, Town Administrator
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COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that _____, personally came before me this day and acknowledged that she is the Town Clerk of the Town of Woodfin, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its Town Manager and attested by herself as its Town Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their designated representatives and their seals to be herein affixed as duly authorized by their governing boards as of the day and year first above written.

Attest to: _____ Maggie Bureson, City Clerk (official seal)	CITY OF ASHEVILLE: By: _____ Debra Campbell, City Manager
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STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

I, Notary Public of the County and State aforesaid certify that Maggie Bureson, personally came before me this day and acknowledged that she is the City Clerk of the City of Asheville, a municipal corporation, and that by authority duly given and as the act of the corporation the foregoing instrument was signed in its name by its City Manager and attested by herself as its City Clerk.

Witness my hand and notarial seal this _____ day of _____, 2025

Notary Public: _____

Type or print Name: _____

My Commission Expires: _____

**TOWN OF WEAVERVILLE TOWN
COUNCIL AGENDA ITEM**

Date of Meeting: Monday, January 27, 2025
Subject: Annual Update of the Comprehensive Land Use Plan (CLUP)
Presenter: Planning Director
Attachments: Amended and Restated Resolution Concerning Growth Areas, Resolution Updating Comprehensive Land Use Plan with Updated Action Plan with Priorities and Future Land Use Map

Description:

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

The action plan table with priorities and resolution concerning development within identified growth areas have been updated as a result of the conversations during the joint meeting of Town Council and the Planning Board.

Action Requested:

With the public hearing held on Tuesday, January 21, action is eligible on the annual update of the CLUP. A proposed motion is as follows:

I move that we adopt the Amended and Restated Resolution Concerning Growth Areas as presented and to adopt the Resolution Amending the Comprehensive Land Use Plan

**TOWN OF WEAVERVILLE
AMENDED AND RESTATED RESOLUTION
CONCERNING GROWTH AREAS**

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

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

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

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

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

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

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

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

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

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

2. The Town is likely to favorably consider voluntary annexation petitions received for the properties shown within these growth areas. It is noted, however, that some development, especially in Growth Area 3, may best proceed without annexation as the provision of municipal services may be difficult in certain locations and some areas may be ineligible for annexation by the Town of Weaverville due to legal requirements regarding satellite annexation.
3. The following is valued, and as proposed development is considered on these properties, the Town would like to see an emphasis on:
 - a. Great streets and gathering places, where the pedestrian is prioritized;
 - b. Connections between adjoining developments and to gathering places;
 - c. Walkability through the installation of sidewalks, greenways, and other multi-modal trails, especially those that will connect to the existing or planned pedestrian network within Weaverville;
 - d. Preservation of natural spaces for public use;
 - e. Establishment of open spaces that provides recreational opportunities in the form of greenways, playing fields and/or playgrounds;
 - f. Protection of streams and creeks;
 - g. Preservation of mature trees and planting of street trees;
 - h. Landscape buffering and screening to protect views;
 - i. Reduction of stormwater runoff which threatens our water quality;
 - j. Energy conservation measures, such as EV charging stations and solar;
 - k. Inclusion of commercial uses that support compatible development.
4. Consistent with Town Council’s prior discussions and consensus, the following uses of land are found to be compatible with the Town’s adopted Comprehensive Land Use Plan and its Future Land Use Map, and may be desirable within **Growth Area 1 [Gill Branch Valley Area]**:
 - a. mixed use development;
 - b. single family residential development;
 - c. duplexes;
 - d. townhouses;
 - e. multifamily development;
 - f. commercial development (especially those supporting residential neighborhoods such as small general retail, restaurants, professional services).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ADOPTED this the ____ day of January 2025.

PATRICK FITZSIMMONS, Mayor

TAMARA MERCER, Town Clerk

**RESOLUTION APPROVING AMENDMENTS TO THE TOWN OF WEAVERVILLE'S
COMPREHENSIVE LAND USE PLAN**

WHEREAS, on 15 July 2019 the Weaverville Town Council adopted a Comprehensive Land Use Plan and has since that date used the plan to guide development within the Town; and

WHEREAS, updates to the plan have previously been approved on 24 August 2020, 23 August 2021, 24 October 2022, and 20 November 2023, and in a continued effort to reasonably maintain the plan, additional updates to the plan are now proposed;

WHEREAS, the Town of Weaverville has authority pursuant to N.C. Gen. Stat. § 160D-501(c) to amend its plan but must follow the process mandated for zoning text amendments set out in N.C. Gen. Stat. § 160D-601; and

WHEREAS, on 3 October 2023 the Planning Board reviewed and recommended certain updates to the plan as outlined in a recommendation dated 4 October 2023;

WHEREAS, as required by N.C. Gen. Stat. § 160D-601, a public hearing on the proposed updates to the plan was held during a meeting of Town Council on 21 January 2025 at 6:00 p.m., after due notice as required by law, including newspaper publication on 9 January 2025 and 16 January 2025, and a written comment period beginning on 30 December 2024;

WHEREAS, Town Council of the Town of Weaverville finds that the proposed updates to the plan will aid in guiding a coordinated, efficient, and orderly development within the Town's planning jurisdiction and are in the best interest of the Town;

NOW, THEREFORE, THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE HEREBY RESOLVES, that the Comprehensive Land Use Plan originally adopted on 15 July 2019 is hereby amended to:

- Include the attached revised Action Plan Table with updated priorities
- Include the attached updated Future Land Use Map with Growth Areas Shown
- Include by reference the Amended and Restated Resolution Regarding Development within Identified Growth Areas adopted on 27 January 2025
- Automatically include updated demographic data as the same becomes available

ADOPTED this the 27th day of January 2025.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

COMPREHENSIVE LAND USE PLAN

STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Proposed -January 2025

1	2025	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
2	PRIORITIZATION								
3	WATER								
4	1	1	1	1	Update Plan and regulations to slow land use development if water treatment plant expansion is postponed or terminated and water usage and commitments reach 70% of available water supply	WTP Expansion project underway; commitments and usage reported quarterly	✓	✓	✓
5	1	1	1	1	Continue monitoring water production, allocations, usage, and availability	In progress by staff with quarterly reports	✓		
6	1	1	1	1	Continue reserving water allocation for infill development within the town	In progress by staff with quarterly reports	✓		
7	1	1.5	2	2	Development of Water System GIS Layer	Completed in 2024	✓		
8	STREETS AND SIDEWALKS								
9	1	1	1	1	Continue the Street Improvement Program	Program funded FY2024	✓		✓
10	1	1	1	1	Establish/support committee on Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23; committee formed 11/23	✓		✓
11	1	1	1	1	Develop priorities/timeline for Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23; committee working on this	✓		✓
12	2	2	2	2	Establish/continue funding a Sidewalk Improvement Program for Bike-Ped priorities	Bike-Ped Plan adopted 6/26/23			✓
13	2	2.5	2	3	Review annual progress towards implementation of the Bike-Ped Plan	Bike-Ped Plan adopted 6/26/23	✓	✓	✓
14	2	2	2	2	Consider broadening allowable housing types (duplexes, quadplexes) in residential districts by allowing multifamily or establishing new districts		✓	✓	✓
15	3	2.5	3	2	Study possible adoption of driveway construction standards – steep slope, reduction of curb cuts, common driveways		✓	✓	✓

COMPREHENSIVE LAND USE PLAN STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Proposed -January 2025

1	2025	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
16	HOUSING								
17	3	3	3	2	Consider ways to increase housing affordability	TC considered in 2020	✓		✓
18	3	3	3	3	Consider expansion of the MH Overlay District		✓	✓	✓
19	GENERAL POLICY MATTERS								
20	1	1	1	1	Review & update economic development goals	WEDAC/TC working on this			✓
21	1	1	1	1	Continue to annex properties along the Town's borders in order to impose the Town's land use regulations	TC consensus on 5/14/22 and resolution dtd 12/13/22 & last amended 5/20/24			✓
22	1	1	1	1	Continue to work with Buncombe County on planning issues, esp. in areas near Town limits	TC consensus on 5/14/22	✓		✓
23	1	1	1	1	Engage in conversations with NCDOT about long-term planning for growth	TC consensus on 5/14/22	✓		✓
24	1	1	1	1	Engage in conversations with MSD about long-term planning for growth	TC consensus on 5/14/22; MSD Update on ???	✓		✓
25	1	1	1	1	Comprehensive review of Future Land Use Map	TC workshop 5/14/22; adopted 11/20/23	✓	✓	✓
26	1	1	1	1	Make decisions on annexation based on the ability to provide quality municipal services to proposed land uses to same extent and under current policy	TC consensus on 5/14/22 and resolution dtd 10/23/23			✓
27	2	2	2	2	Increase recreational opportunities, especially on Town properties	Eller Cove Watershed (study complete 2/24, grant application pending 3/24); Reems Creek Greenway (study pending)	✓		✓
28	3	3		2	Investigate possibility of reestablishing direct bus route between Weaverville and Asheville		✓		✓
29	3	3	3	2	Review of overlapping land use authority	Take up when County initiates	✓		✓
30	3	2.5	3	2	Negotiate interlocal agreement(s) with County (Building Permits and Inspections)	Take up when County initiates	✓		✓

COMPREHENSIVE LAND USE PLAN STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Proposed -January 2025

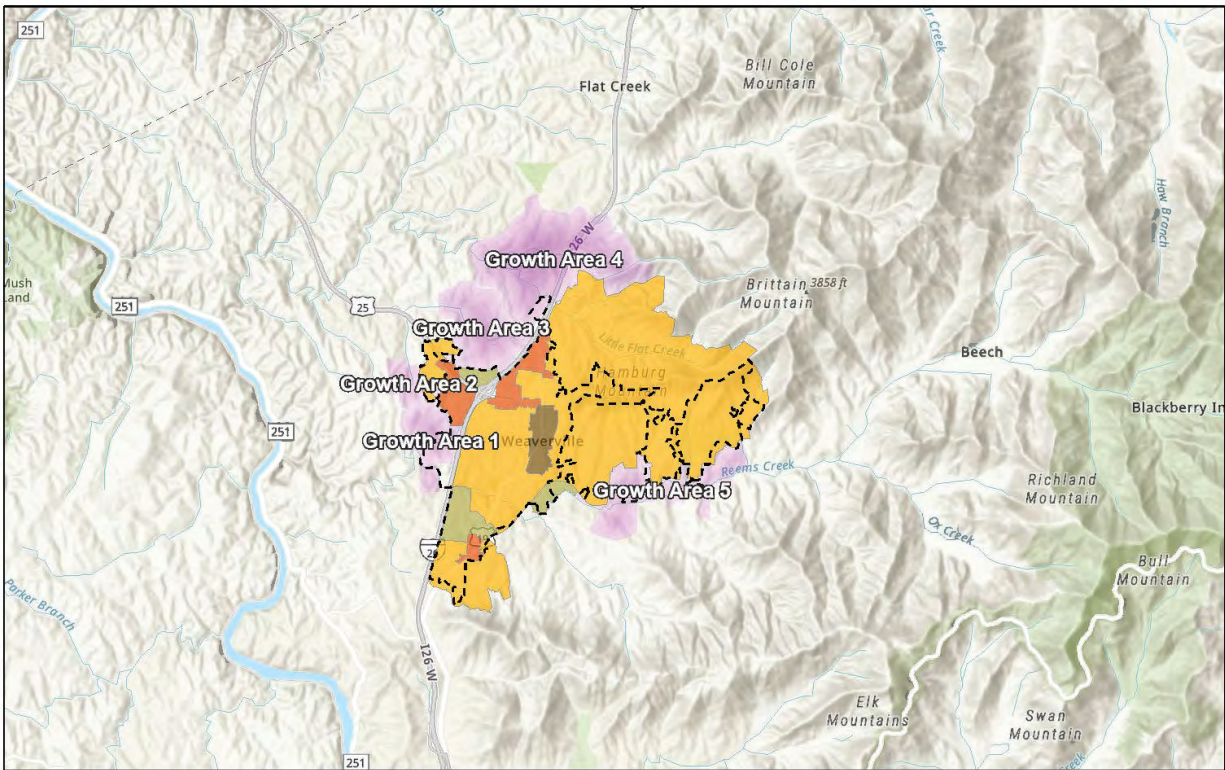
1	2025	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
31	3	3	3	3	Evaluate need to strengthen regulations with regard to hazard mitigation	Buncombe-Madison Hazard Mitigation Plan dated 6/21	✓	✓	✓
32	LAND DEVELOPMENT REGULATIONS								
33	1			1	Review residential uses for consistency and compatibility with policy directives		✓	✓	✓
34	1			1	Determine how to regulate condominiums		✓	✓	✓
35	1	1	1	1	Consider regulations that encourage open space or greenway dedication, conservation measures / Link with Tree Conservation Consider regulations concerning tree conservation/tree canopy preservation	Planning Board recommendation 1/25 Active Item	✓	✓	✓
36	1			1	Study & consider regulations on min/max parking and loading areas	Planning Board recommendation 1/25 Active Item	✓	✓	✓
37	1			1	Setbacks when property line crosses a road	Planning Board recommendation 1/25 Active Item			
38	2			2	Study & consider regulation of short-term rentals	TC Consensus to Delay 8/20/24; change in legal authority 12/24	✓	✓	✓
39	2	2	2	2	Consider Town-initiated rezonings to better align established uses with underlying zoning districts or to address long dormant properties	Focusing on long dormant properties	✓	✓	✓
40	2	2	2	2	Undertake a comprehensive review of zoning regulations		✓	✓	✓
41	2	2	2	2	Determine need or desire for Town grading regulations for projects between 1 acre and 1/2 acre		✓	✓	✓
42	3	3	2	2	Revise wireless telecommunication facility regulations for legal compliance and policy objectives		✓	✓	✓

COMPREHENSIVE LAND USE PLAN STATED GOALS, RESPONSIBILITIES, AND PRIORITIES

(1=high priority, addressed in 12 months; 2=medium priority, addressed in 24 months; 3=lower priority, addressed in 36 months; 0=proposed deletion)
Proposed –January 2025

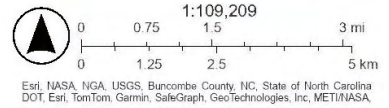
	2025	TC	PB	Staff	STATED GOAL	NOTES	Staff	PB	TC
1									
43	3	3	3	3	Continue to analyze ways to provide standard regulations in order to reserve use of conditional zoning for unique development	Areas improved: Mixed Use Development Apartments	✓	✓	✓
44					PLAN CONSISTENCY REVIEW - LEGALLY REQUIRED				
45	-		-	-	Consult plan priorities if inconsistencies develop in the implementation of this Plan		✓	✓	✓
46	-		-	-	Consult the Future Land Use Map and use descriptions for Plan consistency review	Legally required	✓	✓	✓
47	-		-	-	Consult Action Plan and stated goals for Plan consistency review	Legally required	✓	✓	✓
48	-		-	-	Consult additional approved plans for Plan consistency review	Legally required	✓	✓	✓
49					MAINTENANCE OF PLAN AND REGULATIONS – LEGAL COMPLIANCE AND ACCOUNTABILITY				
50	-		-	-	Conduct an annual review of progress towards accomplishment of Plan goals	July/August each year	✓	✓	✓
51	-		-	-	Update appendix to this Plan when new plans or amendments are adopted	To keep Plan up-to-date and usable	✓		
52	-		-	-	Conduct an annual review of zoning regulations to ensure statutory compliance and consistency with stated goals	For legal compliance and progress towards Plan goals	✓		
53	-		-	-	Undertake annual review of the Table of Uses	For legal compliance	✓		
54	-		-	-	Conduct an annual review of subdivision regulations to ensure statutory compliance and consistency with stated goals	For legal compliance and progress towards Plan goals	✓		
55	-		-	-	Consider development of or amendment to regulations consistent with law and Plan	For progress towards Plan goals	✓	✓	✓
56	-		-	-	Undertake a comprehensive update to the Plan in 2025 or at such time as substantial legislative or other changes are experienced	2025 is proposed in order to provide for 5-year updates that better align w/ Census	✓	✓	✓

Town of Weaverville Zoning



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

- Weaverville Town Limits
- Downtown
- Residential
- Commercial
- Industrial
- Weaverville Growth Areas



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 27, 2025

Subject: Set Public Hearing on Text Amendments: Parking Regulations, Tree Preservation, Setback Requirements for Certain Lots

Presenter: Planning Director

Attachments: Planning Board Recommendations with Proposed Text Amendments, Staff Reports

Description:

Parking Regulations:

The current goals of the Comprehensive Land Use Plan (CLUP) call for a review of the town's parking regulations. The goal of reviewing regulations for non-conforming lots was also given number 2 (medium) priority within the current goals of the CLUP but is believed to rise to a number 1 (highest) priority in the update of the goals and priorities for this coming year. Staff and the Planning Board have identified a number of enumerated uses where the town requires more parking than may be needed by a particular establishment, more parking than would be required in similar jurisdictions, and therefore creating unnecessary impervious surface.

Tree Preservation:

The current goals of the Comprehensive Land Use Plan (CLUP) call for an ongoing review of tree preservation regulations. The goal of reviewing zoning regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months, but it was also determined that this goal should be addressed first should the highest priority goals be accomplished. During the Planning Board's deliberations on the topic, it was determined that an efficient way to address this goal would be to couple it with recently enacted conservation subdivision standards. As such, the proposed text amendment aims to lower the threshold for conservation subdivision standards from 25 lots to 10 lots.

Setback Requirements for Certain Lots:

Though rarely encountered, staff has experienced a scenario where the property lines for a certain lot extends into or across a roadway. Given current ordinance language and in this scenario, a structure is permitted to be constructed closer to the road than would otherwise be allowed. The Planning Board has reviewed and offered a recommendation on a text amendment which would address this issue.

Action Requested:

A motion to set a public hearing on the aforementioned text amendments for February 24, 2025 at 6pm or at such time as Council reaches the matter.

**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING PARKING REGULATIONS**

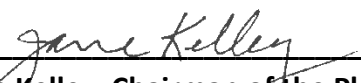


**Town of Weaverville
Planning Board**

**Recommendation and Plan Consistency Statement for
Proposed Text Amendments**

On September 3, 2024, and January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for reduced parking requirements for certain enumerated uses. During the September 3 meeting of the Board, it was determined that the current parking regulations for these enumerated uses were more than what is needed for these establishments and what is currently required for similarly sized jurisdictions. The Board proposes that certain parking requirements be lowered as shown in the attached proposed ordinance to reduce unnecessary parking spaces and to also reduce unnecessary impervious surfaces. These amended parking regulations also account for electric vehicle charging stations and buy online pick up in store spaces which current regulation do not address. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of parking regulations, a high priority within the CLUP priorities. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which reduce current parking requirements and the creation of unnecessary impervious surfaces.



Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-3501. Off-street parking.

- (a) Off-street automobile storage or parking space shall be provided on every lot on which any of the following uses are hereafter established. Each parking space shall have an all-weather surface with minimum dimensions of nine by 18 feet. The number of parking spaces provided shall be at least as great as the number specified below for various uses. Each space shall be provided with vehicular access to a street or alley.

Uses	Required Parking
Residential	
Dwelling - Single Family	Two spaces
Dwelling - Duplex	Two spaces for each dwelling unit
Dwelling - Multifamily (four or less units/building)	Two 1.5 spaces for each dwelling unit
Dwelling - Multifamily (more than four units/building)	Two 1.5 spaces for each dwelling unit
Dwelling - Secondary	One space
Family Care Home (6 or fewer residents)	Two spaces
Child Care Home (6 or fewer children)	-
Home Occupation	-
Manufactured Home	Two spaces
Manufactured Home Park	-
Recreational Vehicle	-
Recreational Vehicle Park, Campground	One space for each RV/camp site
Bed & Breakfast	One space for each bedroom
Hotel, Motel, Inn	One space for each room plus one space for each employee working on the shift of greatest employment
Office / Service	
Animal Services, Veterinary Clinic	One space for each 200 square feet of gross floor space
Automated Teller Machines	Two spaces
Automobile Services, Gas Station	One space for each 300 feet of gross floor space
Automobile Services, Repair	Five spaces for each service bay
Banks, Credit Unions, Financial Services	Five spaces for each employee
Child Care Center (more than 6 children)	One space for each room plus one space for each employee working on the shift of greatest employment
Community Service Organization	One space for each 200 square feet of gross floor space
Equipment Rental (Exterior Storage)	One space for each 300 feet of gross floor space
Equipment Rental (Interior Storage)	One space for each 300 feet of gross floor space
Funeral Home	One space for each four seats in the principal assembly room
Group Care Facility (more than 6 residents)	One space for each room plus one space for each employee working on the shift of greatest employment
Government Services	One space for each room plus one space for each employee working on the shift of greatest employment
Kennels	One space for each 200 square feet of gross floor space
Medical Services - Clinic, Urgent Care Center, Hospital	One space for each 200 square feet of gross floor space 2.5 per patient room

Medical Services - Doctor Office	Five spaces for each office 2.5 per patient room
Personal Services	One space for each 200 square feet of gross floor space
Post Office	One space for each 200 square feet of gross floor space
Professional Services	One space for each 200 square feet of gross floor space
Studio - Art, Dance Martial Arts, Music	One space for each 200 square feet of gross floor space
Retail / Restaurants	
Accessory Retail	One space for each 300 feet of gross floor space
Alcoholic Beverage Sales Store	One space for each 300 feet of gross floor space
Auto / Mechanical Parts Store	One space for each 300 feet of gross floor space
Bar / Tavern / Night Club	One space for each 300 feet of gross floor space
Drive-Thru Retail / Restaurant	One space for each 200 square feet of gross floor space
General Retail (Under 10,000 sq. ft.)	One space for each 300 400 feet of gross floor space
General Retail (10,000 - 24,999 sq. ft.)	One space for each 300 400 feet of gross floor space
General Retail (25,000 sq. ft. or more)	One space for each 300 400 feet of gross floor space
Multi-tenant Development (Under 25,000 sq. ft.)	One space for each 300 400 feet of gross floor space
Multi-tenant Development (25,000 sq. ft. or more)	One space for each 300 400 feet of gross floor space for the entire facility
Pawn Shop	One space for each 300 feet of gross floor space
Restaurant	One space for each three seats plus one space for each employee working on the shift of greatest employment
Vehicle / Heavy Equipment Sales - Indoor	One space for each 300 feet of gross floor space
Vehicle / Heavy Equipment Sales - Outdoor	One space for each 300 feet of gross floor space
Entertainment / Recreation	
Amusements - Indoor	One space for each 200 square feet of gross floor space
Amusements - Outdoor	One space for each 200 square feet of gross floor space
Cultural or Community Facility	One space for each two hundred square feet within the principal assembly room
Recreation Facilities - Indoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Recreation Facilities - Outdoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Theater - Motion Picture	One space for each four seats in the principal assembly room
Manufacturing / Wholesale / Storage	
Manufacturing, Heavy	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Manufacturing, Light	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Manufacturing, Neighborhood	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space

Metal Product Fabrication, Machine or Welding Shop, Auto Body Shop	One space for each 200 square feet of gross floor space
Mini-Warehouses	One space for each 300 square feet of gross floor space
Outdoor Storage Yard	One space for each 200 square feet of gross floor space
Warehousing and Distribution - Exterior Storage	One space for each 300 feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Warehousing and Distribution - Interior Storage	One space for each 300 feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Civic / Institutional	
Cemeteries	-
Public Safety Facilities	One space for each 200 square feet of gross floor space
Religious Institutions	One space for each four seats in the principal assembly room
Schools	Two spaces for each classroom and for each administrative office or one space for each four pupils for high schools or higher.
Utilities	
Wireless Telecommunication Facility - Stealth	-
Wireless Telecommunication Facility - Tower	-
Miscellaneous Uses	
Adult Establishment	One space for each 200 square feet of gross floor space
Agriculture - Commercial	One space for each 200 square feet of gross floor space
Agriculture - Neighborhood	-
Crematories	One space for each 200 square feet of gross floor space
Event Center	One space for each four seats in the principal assembly room
Gaming Terminals	-
Tattoo Parlors	One space for each 200 square feet of gross floor space
Mixed-Use Building or Structure	Match parking requirements with closest uses
Noxious Uses	One space for each 200 square feet of gross floor space
Temporary Uses	
Farmers Market	-
Mobile Food Vendor	-
Temporary Use	-

- (b) Extension of parking space into a residential district. Required parking space may not extend from a commercial district (C-1 and C-2) or from a conditional district that contains any commercial or office use into any residential use district.
- (c) Notwithstanding the foregoing, no additional off-street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use in which event the parking regulations of this section shall be fully applicable to said property.
- (d) Joint use of parking lots. The required parking space for any number of separate uses may be combined in one lot, but the required number of spaces assigned to one use may not be assigned to another for use during the same hours.
- (e) Remote parking. For any use except residential, if the off-street parking spaces required by this division cannot be reasonably provided on the same lot on which the use is located, such spaces may be provided on

any land within 800 feet walking distance of any entrance to such use, provided that the district use regulations for the district in which the remote parking spaces are located permit the use which the parking space serves.

- (f) Parking spaces may be occupied by electric vehicle charging stations and online order pick up and shall not count against minimum parking spaces required.

Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in November 2023, call for the study and consideration of parking regulations. The goal of considering the use of flag lots was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months.

General Observations

As noted during the recent joint meeting of Town Council and the Planning Board, the town’s land use regulations currently require more parking spaces for certain uses than other jurisdictions. This has led to existing facilities being nonconforming upon annexation and generally created more impervious surface than is being used for parking.

New Parking Spaces in C-1

The town’s current parking regulations do not require additional off street parking spaces for most new uses established in the district. Subparagraph 20-3501(c) states in part “no additional off street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use.”

Other Jurisdictions

The following is a chart showing what certain town parking requirements are in other jurisdictions.

	Weaverville	Black Mountain	Brevard	Buncombe Co.
Multifamily Res.	2 per unit	2 per unit	1.5 per unit	1.75 per unit
Gen. Retail	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq.ft	1 per 300 sq. ft.
Multitenant	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq. ft.	1 per 300 sq. ft.
Manufacturing	1 per 200 sq. ft.	1 space per employee (max shift)	1 per 750 sq. ft. of admin space / +1 per 4,000 sq. ft. of industrial space	2 per 3 employees + 1 per company vehicle
Warehousing	1 per 300 sq. ft.	1 space per employee (max shift)	1 per 750 sq. ft. of admin space / +1 per 4,000 sq. ft. of industrial space	2 per 3 employees + 1 per company vehicle

Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

The parking regulations for multifamily residential, manufacturing and warehousing most often appear to be problematic.

The apartment complexes along Monticello Road were each established at two spaces per unit while the impending Maribel complex was granted a reduction in parking spaces in the conditional district which was granted to govern the project. All others noted that less parking would be required in most other jurisdictions.

Manufacturing and warehousing have also been problematic in that the town requires parking spaces for the aggregate of the entire facility. This does not take into account, what is like to be the case, that a massive amount of space within the facility is not occupied by vary many people. For instance, in the case of Brevard, more parking is required for a portion of the facility occupied by administrative space, while requiring less parking for the portion of the facility occupied by industrial space.

Variances

Over the years, the Board of Adjustment have heard and granted variances from the town's parking requirements. In each case, the applicant for the variance substantiated that they did not desire, and/or would use, the number of spaces required by the town. Ingles alone has achieved three such variances related to parking (construction of garden center, fuel center and carwash, conversion of garden center to Ace Hardware). It may be worth looking into reducing the amount of spaces required for general retail and multitenant developments as well.

Administrative Reductions of Parking Requirements

Other ordinances allow for the administrative reduction of parking standards based upon objective variables. These variables include tree preservation, bicycle parking, BOPIS (buy online pickup in store) spaces, and EV (electronic vehicle) parking spaces. The town's current parking requirements do not permit such a reduction or even the acknowledgement that BOPIS or EV spaces do not reduce the number of required parking spaces.

October Update – Hospital/Medical Parking Requirements

	Weaverville	Black Mountain	Brevard	Buncombe Co.
Medical-Hospital	1 per 200 sq. ft.	6 spaces per doctor += 1 per employee	2.5 per patient room	1 per 2 beds + 1 per doctor + per 2 employees

Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

Proposed Ordinance Amendments

Sec. 20-3501. Off-street parking.

- (a) Off-street automobile storage or parking space shall be provided on every lot on which any of the following uses are hereafter established. Each parking space shall have an all-weather surface with minimum dimensions of nine by 18 feet. The number of parking spaces provided shall be at least as great as the number specified below for various uses. Each space shall be provided with vehicular access to a street or alley.

Uses	Required Parking
Residential	
Dwelling - Single Family	Two spaces
Dwelling - Duplex	Two spaces for each dwelling unit
Dwelling - Multifamily (four or less units/building)	Two 1.5 spaces for each dwelling unit
Dwelling - Multifamily (more than four units/building)	Two 1.5 spaces for each dwelling unit
Dwelling - Secondary	One space
Family Care Home (6 or fewer residents)	Two spaces
Child Care Home (6 or fewer children)	-
Home Occupation	-
Manufactured Home	Two spaces
Manufactured Home Park	-
Recreational Vehicle	-
Recreational Vehicle Park, Campground	One space for each RV/camp site
Bed & Breakfast	One space for each bedroom
Hotel, Motel, Inn	One space for each room plus one space for each employee working on the shift of greatest employment
Office / Service	
Animal Services, Veterinary Clinic	One space for each 200 square feet of gross floor space
Automated Teller Machines	Two spaces
Automobile Services, Gas Station	One space for each 300 feet of gross floor space
Automobile Services, Repair	Five spaces for each service bay
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Community Service Organization	One space for each 200 square feet of gross floor space
Equipment Rental (Exterior Storage)	One space for each 300 feet of gross floor space
Equipment Rental (Interior Storage)	One space for each 300 feet of gross floor space
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Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

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Medical Services - Doctor Office	Five spaces for each office 2.5 per patient room
Personal Services	One space for each 200 square feet of gross floor space
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Professional Services	One space for each 200 square feet of gross floor space
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Retail / Restaurants	
Accessory Retail	One space for each 300 feet of gross floor space
Alcoholic Beverage Sales Store	One space for each 300 feet of gross floor space
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Pawn Shop	One space for each 300 feet of gross floor space
Restaurant	One space for each three seats plus one space for each employee working on the shift of greatest employment
Vehicle / Heavy Equipment Sales - Indoor	One space for each 300 feet of gross floor space
Vehicle / Heavy Equipment Sales - Outdoor	One space for each 300 feet of gross floor space
Entertainment / Recreation	
Amusements - Indoor	One space for each 200 square feet of gross floor space
Amusements - Outdoor	One space for each 200 square feet of gross floor space
Cultural or Community Facility	One space for each two hundred square feet within the principal assembly room
Recreation Facilities - Indoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Recreation Facilities - Outdoor	One space for each seven feet of seating capacity dedicated to patron use and one space for each employee working on the shift of greatest employment
Theater - Motion Picture	One space for each four seats in the principal assembly room
Manufacturing / Wholesale / Storage	
Manufacturing, Heavy	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space

Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

Manufacturing, Light	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Manufacturing, Neighborhood	One space for each 200 square feet of gross floor space One space for each 750 square feet of administrative space + one space for each 4,000 square feet of industrial space
Metal Product Fabrication, Machine or Welding Shop, Auto Body Shop	One space for each 200 square feet of gross floor space
Mini-Warehouses	One space for each 300 square feet of gross floor space
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Civic / Institutional	
Cemeteries	-
Public Safety Facilities	One space for each 200 square feet of gross floor space
Religious Institutions	One space for each four seats in the principal assembly room
Schools	Two spaces for each classroom and for each administrative office or one space for each four pupils for high schools or higher.
Utilities	
Wireless Telecommunication Facility - Stealth	-
Wireless Telecommunication Facility - Tower	-
Miscellaneous Uses	
Adult Establishment	One space for each 200 square feet of gross floor space
Agriculture - Commercial	One space for each 200 square feet of gross floor space
Agriculture - Neighborhood	-
Crematories	One space for each 200 square feet of gross floor space
Event Center	One space for each four seats in the principal assembly room
Gaming Terminals	-
Tattoo Parlors	One space for each 200 square feet of gross floor space
Mixed-Use Building or Structure	Match parking requirements with closest uses
Noxious Uses	One space for each 200 square feet of gross floor space
Temporary Uses	
Farmers Market	-
Mobile Food Vendor	-
Temporary Use	-

- (b) Extension of parking space into a residential district. Required parking space may not extend from a commercial district (C-1 and C-2) or from a conditional district that contains any commercial or office use into any residential use district.

Town of Weaverville, North Carolina

Staff Report: Parking Standards

Prepared August 2024

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

- (c) Notwithstanding the foregoing, no additional off-street parking other than the parking currently available in the C-1 district shall be required except where the structures currently located on an existing lot of record containing more than 1,875 square feet are razed and the lot of record is put to a new use in which event the parking regulations of this section shall be fully applicable to said property.
- (d) Joint use of parking lots. The required parking space for any number of separate uses may be combined in one lot, but the required number of spaces assigned to one use may not be assigned to another for use during the same hours.
- (e) Remote parking. For any use except residential, if the off-street parking spaces required by this division cannot be reasonably provided on the same lot on which the use is located, such spaces may be provided on any land within 800 feet walking distance of any entrance to such use, provided that the district use regulations for the district in which the remote parking spaces are located permit the use which the parking space serves.
- (f) **Parking spaces may be occupied by electric vehicle charging stations and online order pick up and shall not count against minimum parking spaces required.**



**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING TREE CONSERVATION REGULATIONS**

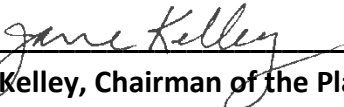


**Town of Weaverville
Planning Board**

**Recommendation and Plan Consistency Statement for
Proposed Text Amendments**

On September 3, 2024, and January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendments which provide for regulations concerning tree conservation. During the September 3 meeting of the Board, it was determined that tree conservation regulations could be coupled with the recently enacted conservation subdivision standards and therefore propose that the lot threshold where conservation subdivision standards are applicable, be lowered as shown in the attached proposed ordinance. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of tree conservation regulations, a high priority within the CLUP priorities. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which encourage additional tree conservation measures.



Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-2309. Conservation subdivision standards.

The following additional standards shall apply to all subdivisions proposing ~~25~~ 10 lots or more:

- (a) Open space shall:
- (1) Comprise a minimum of 25 percent of the project area. Floodplain areas are allowed to be calculated for both density and open space requirements.
 - (2) Be composed of (in order of which lands should be designated as open space first): primary conservation area, secondary conservation area, and any remaining lands necessary.
 - (3) Be designated so that a minimum of 50 percent of the proposed open space is contiguous and, where possible, adjoins open space or other protected areas (including protected forests or wildlife areas) outside the project area.
 - (4) Be accessible by safe and convenient pedestrian access from all adjoining lots (except in the case of farmland or other resource areas vulnerable to trampling damage or human disturbance).
 - (5) Be used as follows:
 - i. Conservation of natural resources, archaeological resources or historical resources;
 - ii. Agriculture, horticulture or silviculture, provided all applicable best management practices are used to minimize environmental impacts;
 - iii. Passive recreation
 - iv. Active recreation provided impervious surfaces are limited to a maximum of 12 percent of the total open space area;
 - v. Nonstructural stormwater management practices;
 - vi. Easements for drainage, access, and utility lines; and
 - vii. Water, septic and sewer systems.
- (b) Open space ownership. The applicant must identify current and future owners of open space responsible for maintaining the area and/or facilities. The responsibility for maintaining the open space and its facilities shall be borne by the owner. If a homeowners' association is the owner:
- (1) Membership in the association shall be mandatory and automatic for all homeowners in the subdivision and their successors; and
 - (2) The association shall have lien authority to ensure the collection of dues from all members.
- (c) Open space management. The applicant shall submit an open space management plan which includes:
- (1) A statement allocating maintenance responsibilities and establishing guidelines for the upkeep of open space and its facilities.
 - (2) Cost estimates for maintenance, operation and insurance needs for the open space.
 - (3) A means by which funds will be obtained for all management expenses.
 - (4) A provision allowing the subdivision administrator to approve plan change; and
 - (5) Criteria for plan enforcement.
- (d) Legal instrument for permanent protection. Open space shall be protected in perpetuity by a binding legal document recorded with the deed. The document shall be one of the following:

-
- (1) Permanent conservation easement in favor of either:
 - (i) A land trust or similar conservation oriented non-profit organization with legal authority to accept such easements. The organization shall be bona fide and in perpetual existence and the conveyance instruments shall contain an appropriate provision for retransfer in the event the organization becomes unable to carry out its functions; or
 - (ii) A governmental entity with an interest in pursuing goals consistent with the intentions of this section.
 - (2) Permanent restrictive covenant for conservation purposes.
 - (3) Equivalent legal tool providing permanent protection, subject to approval by the Town Attorney. The instrument shall include all restrictions contained in Section 20-2309 conservation subdivision standards and any further restrictions the applicant chooses to place on the use of the open space.
 - (e) Open space density bonus. Base density is determined by the zoning district in which the subdivision is located. Conservation subdivisions proposing more than the minimum required open space may be eligible for increased densities. The following table outlines the criteria for density bonuses. Lands under conservation easement shall not be counted when determining density bonuses.

Open Space Density Bonuses:

Percent Open Space (%)	25-30	31-40	41-50	>50
Percent Housing Density Increases (%)	N/A	10	15	20

- (f) Structure Placement. Structures should be placed as closely to internal roads as permitted. Structures may be:
 - (1) Located in the side yard setback of other structures within the development required by the zoning district; and
 - (2) Placed as closely together as permitted by the North Carolina State Building Code.

(Ord. of 1-22-2024(1), § 8)

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

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), last updated in November 2023, call for the study and consideration of tree conservation regulations. The goal of considering tree conservation regulations was also given number 2 (medium) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 24 months.

Exiting Conditions – Landscaping Regulations, Conservation Subdivision, and Vegetation

Current town ordinance requires development of a certain type or scope to comply with landscape regulations. These regulations include the submittal of a landscape plan, landscaping requirements that require at least 5% of the subject property to be landscaped, street tree requirements, and landscaping requirements for off street parking and loading areas. These landscape regulations do provide a credit for existing trees of a certain size to be preserved instead of planting new required trees so there exists a build in incentive if it is chosen by the property owner.

Not included for spatial considerations, the landscaping regulations may be found at the following link: https://library.municode.com/nc/weaverville/codes/code_of_ordinances?nodeId=PTIICOOR_CH20PLDE_PTIIIZORE_ARTIVLARE

These landscape regulations are not applicable to land used for the following purposes.

- Single-family residences
- Duplex residences
- Properties located within the C-1 central business district

In January 2024 the town implemented conservation subdivision standards which were incorporated into the subdivision ordinance. These standards now require that all subdivisions of 25 lots or more be comprised of at least 25% of conservation area and set the standards for how this open space may be used. These stands, in part, require that this open space may be used for the conservation of natural resources; and/or agriculture, horticulture, or silviculture.

The town also has a vegetation ordinance which is overseen by a combination of municipal staff and the Tree Board. The primary focus of the vegetation ordinance is on trees and vegetation within public street rights-of-way, town parks, and town owned property. These regulations are not applicable to private property. The newly reestablished Tree Board meets on a semi-monthly basis to discuss public tree care. A Tree Board is a requirement of the Arbor Day Foundation which administers the Tree City USA program the town has applied for and received for many years now.

Town of Weaverville, North Carolina

Staff Report: Tree Conservation

Prepared August 2024

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

Not included for spatial considerations, the landscaping regulations may be found at the following link:
https://library.municode.com/nc/weaverville/ordinances/code_of_ordinances?nodeId=1291170

Other Jurisdictions

Similar to the town's regulations, The Town of Black Mountain does not apply their landscape regulations to single- and two-family residential uses and provide an exemption to properties located in their central business district. They also allow variances from their landscaping requirements based upon subjective standards which are heard by the Board of Adjustment.

The Town of Brevard also exempts properties developed for single family and duplex uses. Where Brevard and Weaverville differ is that Brevard has a Main Street National Historic District, which is administered by Transylvania County Planning and Development. Trees within this historic district are afforded protection in the City of Brevard's tree protection standards.

General Information

At present date, there are 2,684 parcels of land within the Town of Weaverville. Of these parcels, 1,474 are zoned R-1 and 644 are zoned R-2. While there will never be a clean 1 to 1 ratio of structure to property, or more specifically undeveloped parcels, this does represent 2,118 parcels zoned for single- and two-family use which are currently largely exempt from the landscaping and/or tree reservation ordinances of the town's of Weaverville, Black Mountain, and Brevard.

Similar to the town's conservation subdivision, Black Mountain and Brevard may have similar standards in their subdivision ordinance which could be applicable but staff did not have sufficient time to confirm.

**RECOMMENDED AMENDMENTS TO CHAPTER 20
REGARDING SETBACK REQUIREMENTS FOR CERTAIN LOTS**




**Town of Weaverville
Planning Board**

**Recommendation and Plan Consistency Statement for
Proposed Text Amendments**

On January 7, 2025, the Planning Board reviewed and, with a unanimous vote, recommend to Town Council the attached proposed text amendment which provides for revised setbacks requirements where a property line extends into or across a roadway. The Board proposes that current setback measurement requirements be altered to better address this scenario. This favorable recommendation is based on the findings as stated herein.

The Planning Board recently undertook a review of setback requirements for certain lots, believed to be a high priority within an update the CLUP in January. The Planning Board has found that these proposed code amendments are consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendments provide for regulations which amend setback requirements for certain lots which otherwise would be allowed to build closer to a road than intended.



Jane Kelley, Chairman of the Planning Board
January 7, 2025

Sec. 20-3208. Miscellaneous provisions.

- (c) *Setback calculations.* All setbacks shall be calculated from the property line. If the property line extends into a roadway, the setback shall be measured from the edge of the road or the back of curb closest to the subject property.

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

Comprehensive Land Use Plan Stated Goal and Background Information

The current goals of the Comprehensive Land Use Plan (CLUP), to be updated in January 2025, call for the consideration of altering setback requirements for certain lots. The goal of considering altering setback requirements for certain lots is to be given number 1 (highest) priority within the CLUP giving staff the direction to accomplish or address the stated goal within 12 months.

Current Conditions

Sec. 20-1202. Specific definitions.

Unless otherwise provided in this chapter or any other development regulations adopted by the town, the following definitions shall apply in the administration of all development regulations adopted by the town:

Setback means:

- (1) The required minimum horizontal distance between the building line and the related front, side, or rear property line.
- (2) For the sign regulations found in article 1 of part IV of this chapter, setback shall mean the horizontal distance between the leading face of the curb of a street and the closest point of a sign or sign structure on such lot. Where there is no curb, the measurement shall be made from the edge of the pavement.

Sec. 20-3208. Miscellaneous provisions.

(c) *Setback calculations.* All setbacks shall be calculated from the property line.

Though rarely encountered, staff has experienced a scenario where the property lines for a certain lot extend into or across a roadway. In this scenario, a structure is permitted to be constructed closer to the roadway than would otherwise be allowed. A simple text amendment is being proposed to address this issue.

Proposed Ordinance Amendment

Sec. 20-3208. Miscellaneous provisions.

(c) *Setback calculations.* All setbacks shall be calculated from the property line. **If the property line extends into a roadway, the setback shall be measured from the edge of the road or back of curb.**



INTERIM TOWN MANAGER'S REPORT *January 2025*

Mayor/Council,

Completion of Solor Panel Project at the Fire Station

Sugar Hollow has scheduled a visit on Friday Feb 14th to troubleshoot an isolation fault. They tried to work on it remotely and couldn't fix it

Debris Removal Project

SDR (our contract debris removal company) has completed the first pass of debris collection and crews will continue with storm debris removal. There was a fire at the Temp Debris site on Reems Creek rd that occurred on Wednesday the 15th of January. NC Forestry service Law Enforcement division was called in to conduct the investigation.

Damage Assessment Update

We continue to meet regularly with our FEMA rep to coordinate our Damage inventory. This includes storm debris as well at town property and repair work that has occurred. A site inspection was completed today Jan 27th with FEMA for the roads and culverts identified and the Water Treatment plant is scheduled for Jan 28th

Private Property Debris Removal

DebrisTech was on site Jan 20th and 21st here in the community room at town hall doing intake for town residence that would like to apply for assistance with Private Property Debris Removal. They will continue the intake process every Monday in February from 8-4

Communications

Communications between departments are being improved in the post Helene perspective era. At one time, essentially every department carried portable radios. This largely came to an end with cell phones becoming common place. During the disaster we identified that communications between departments were challenged without the now commonplace cell phone. To improve similar situations in the future, equipment is being purchased to ensure messages can be sent. Additionally, a local GMRS repeater (similar to ham radio) has been placed in service for community use.

Community Center Hiring Update

As mentioned last month Michael Deserio was hired as our Community Center Manager. We have since made an offer to Kate Gangwes for the Rec assistant position

Maple Trace Annexation

A welcome letter was sent to the Maple Trace HOA President on 12/17/2024 for distribution to residents to provide information on the transition to Town services. The Public Works Department delivered garbage and recycling cans to each residence on 12/19/2024 and ran its first garbage route in the subdivision on 1/6/2025. Curbie picked up recycling on 1/7/2025 as well.

WBA St. Patrick's Day Event

The WBA is planning a St. Patrick's event on Sunday March 16th so we will be coming to you next month with a social district and street closer request from 1-9 as that will allow for set up and break down on Florida Ave. The event is planned from 2-6pm

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

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Annexation and Zoning – AdventHealth
PRESENTER: Interim Town Manager Harris
ATTACHMENTS: Proposed Annexation Ordinance and Map
Proposed Conditional District Ordinance

DESCRIPTION/SUMMARY OF REQUEST:

A voluntary annexation petition was submitted by AdventHealth Asheville, Inc., seeking to have two parcels located at or near Ollie Weaver Road and US Highway 25/70 totaling +/- 7.30 acres annexed into the Town of Weaverville. The purpose of this annexation is to bring the final parcels comprising the proposed AdventHealth project into the Town’s municipal jurisdiction.

AdventHealth is also requesting conditional district zoning on approximately 33 acres, including the 7.30 acres to be annexed, to develop a hospital campus that includes a 67-bed hospital with a 26-bed hospital wing, emergency department, medical office buildings, and an out-patient surgical center.

Public hearings on the annexation and conditional district zoning were held on 21 January 2025.

It is now proper for Town Council to consider and take action on the annexation petition and conditional district zoning request.

COUNCIL ACTION REQUESTED:

Town Council discussion and possible action.

Should Town Council wish to take action to approve the annexation and the proposed conditional district the following motion is proposed:

I move that we adopt the annexation ordinance and the conditional district ordinance as proposed [as amended].

PREPARED BY AND RETURN TO:

Michael C. Frue, Weaverville Town Attorney
P.O. Box 338, Weaverville, NC, 28787

**AN ORDINANCE EXTENDING THE CORPORATE LIMITS
OF THE TOWN OF WEAVERVILLE, NORTH CAROLINA –
ADVENTHEALTH ASHEVILLE, INC.- +/- 7.30 ACRES
ANNEXATION #2024-5**

WHEREAS, the Town Council has been petitioned under N.C. Gen. Stat. § 160A-31 to annex the area described below and the Town Clerk investigated the petition and certified the sufficiency of the petition; and

WHEREAS, the Town of Weaverville has the authority pursuant to Chapter 160D of the North Carolina General Statutes to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and to amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, the initial zoning designation was requested to be conditional district zoning and by letter dated 3 December 2024, the Planning Board found the proposed conditional district to be reasonable and consistent with the Town’s Comprehensive Land Use;

WHEREAS, a public hearing on the question of annexation was held during a meeting of Town Council on 21 January 2025 at 6:00 p.m., after due notice by mailing, posting the property, and publication on 9 January 2025 and 16 January 2025, and a written comment period beginning on 30 December 2024;

WHEREAS, at the public hearing the residents of Weaverville and the surrounding area were given an opportunity to be heard on any questions regarding the desirability of the annexation;

WHEREAS, Town Council finds that the annexation petition is valid and the public health, safety, and welfare of the inhabitants of the Town and the area proposed for annexation will best be served by annexation of the area proposed;

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

1. By virtue of the authority granted by N.C. Gen. Stat. § 160A-31, that the property totaling +/- 7.30 acres, consisting of a 5.09 acre tract and a 2.21 acre tract, as shown on that map that is recorded in Book _____ at Page _____, Buncombe County Registry, reference to which is hereby made for a more complete description, is hereby annexed and made part of the Town of Weaverville. Said territory shall be subject to municipal taxes according to N.C. Gen. Stat. § 160A-58.10.
2. From and after the effective date of this annexation ordinance, the area so annexed shall be subject to all debts, laws, ordinances, and regulations in force in the Town of Weaverville and shall be entitled to the same privileges and benefits as other parts of the Town.
3. The property owners are directed to submit to the Town of Weaverville an annexation map showing the property so annexed for recordation purposes if they have not already done so.
4. The Mayor of the Town of Weaverville shall cause to be recorded in the Office of the Register of Deeds for Buncombe County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory and a copy of this Ordinance within 30 days of the effective date of the annexation. Such a map shall also be delivered to the Buncombe County Board of Elections as required by N.C. Gen. Stat. § 163-288.1.
5. This annexation ordinance shall be effective immediately.

ADOPTED THIS the ___ day of _____, 2025, with ___ voting in favor and ___ against.

PATRICK FITZSIMMONS, Mayor

ATTESTED BY:

TAMARA MERCER, Town Clerk

APPROVED AS TO FORM:

MICHAEL FRUE, Town Attorney

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

I, _____, a Notary Public, certify that Tamara Mercer personally came before me this day and acknowledged that she is the Town Clerk for the Town of Weaverville and that by authority duly given and as the act of the municipal corporation, the foregoing instrument was signed in its name by its Mayor, sealed with its corporate seal, and attested by her as its Town Clerk.

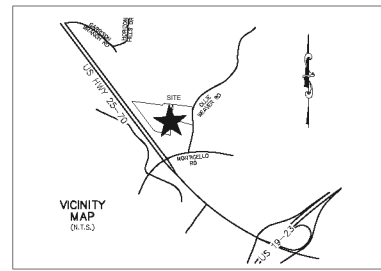
Witness my hand and seal this the ____ day of _____, 2025.

Notary Public

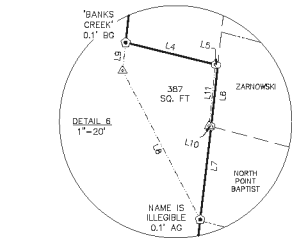
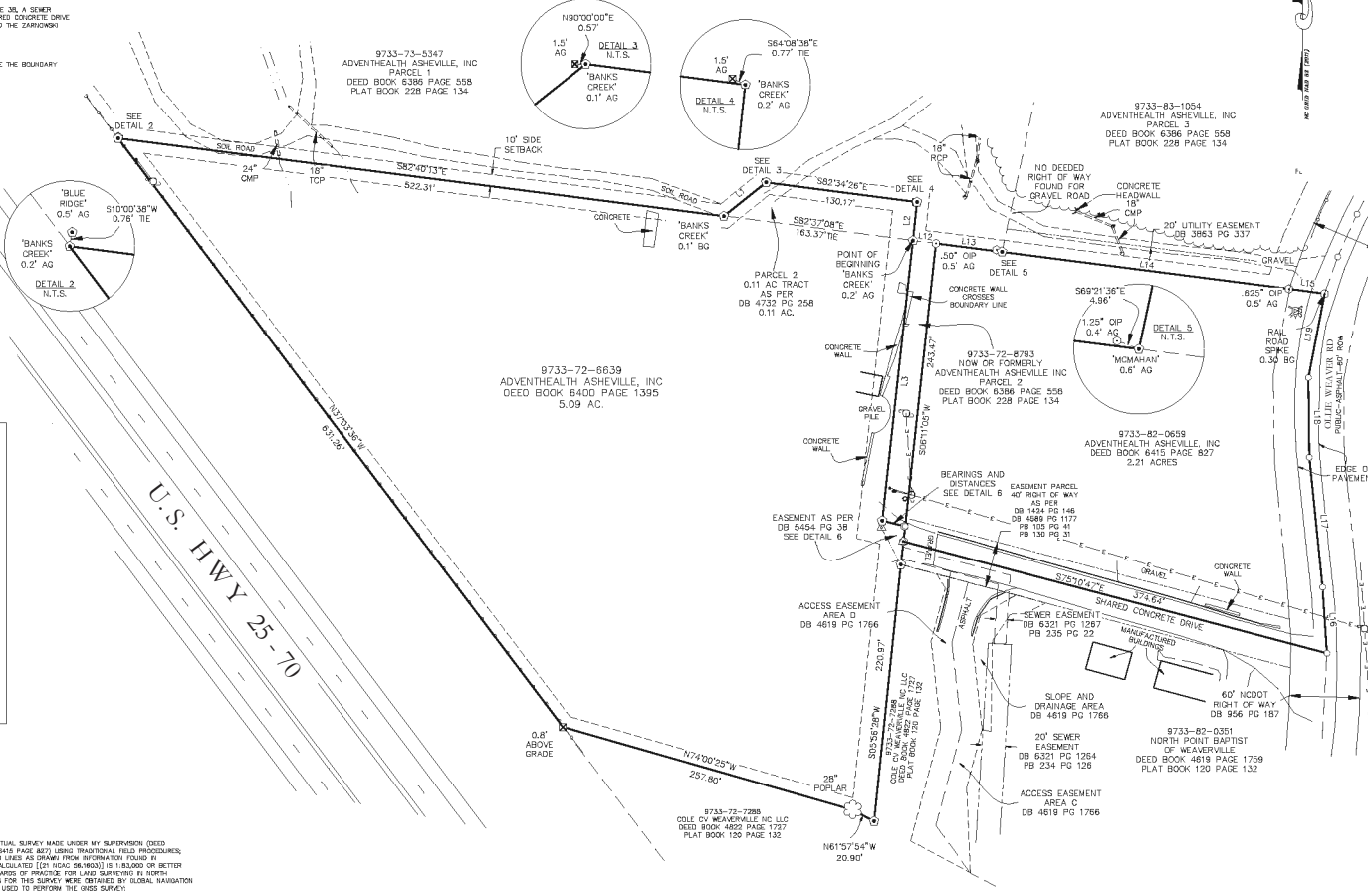
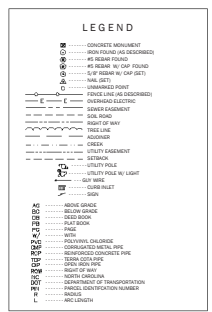
My Commission Expires: _____

NOTES

1. AREA BY COORDINATE COMPUTATION. AREA OF PARCEL 1 5.09 AC. AREA OF PARCEL 2 0.11 AC. (BASE 80 FT)
2. ALL DISTANCES SHOWN HEREON ARE HORIZONTAL. GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. NO CHANGES IN STREET RIGHT-OF-WAY LINES WERE OBSERVED. ALL PRESENT STREET, SIDEWALK AND BUILDING CONSTRUCTION SHOWN.
4. THE PROPERTY DOES NOT LIE WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP 370097300A, EFFECTIVE DATE JAN. 6, 2012.
5. AS PER ZONING REPORT LETTER 2017024-0003 FROM BUNCOMBE COUNTY PLANNING DEPARTMENT, NO PREVIOUS OR OUTSTANDING ZONING VIOLATIONS EXIST. SETBACKS - 30' FRONT AND REAR, 10' SIDES - MAXIMUM HEIGHT 30'
6. NO ABOVE GROUND UTILITY STRUCTURES NOR PAINT MARKINGS FOR UNDERGROUND UTILITIES WERE FOUND.
7. AS DESCRIBED IN DEED BOOK 4726 PAGE 1634 AND DEED BOOK 3444 PAGE 304, A SEWER EASEMENT AND RIGHT OF WAY ARE SHOWN IN DETAIL 6 AND ALONG THE SHARED CONCRETE DRIVE STRADDLING THE LINE OF NORTH POINT BAPTIST CHURCH OF WEAVERVILLE AND THE ZARROWNS PROPERTY.
8. LOCATION OF U.S. HWY. 25-70 IS DRAWN FROM AERIAL PHOTOGRAPHS.
9. NO FIELD LOCATION OF STRUCTURES OR FEATURES WERE PERFORMED INSIDE THE BOUNDARY.



LINE	BEARING	DISTANCE
L1	N0°52'34"W	36.35'
L2	N89°52'34"E	15.13'
L3	S08°12'00"W	247.01'
L4	N89°52'34"E	15.13'
L5	S08°12'00"W	247.01'
L6	N89°52'34"E	15.13'
L7	S08°12'00"W	19.37'
L8	N89°52'34"E	15.13'
L9	N08°21'36"E	8.00'
L10	N14°13'15"W	0.57'
L11	N82°52'40"E	13.14'
L12	N89°52'34"E	15.13'
L13	N82°52'40"E	26.35'
L14	N08°12'00"W	230.50'
L15	N89°52'34"E	30.37'
L16	N08°12'00"W	230.50'
L17	N89°52'34"E	111.70'
L18	N08°12'00"W	86.18'
L19	N10°24'22"E	73.37'



77

NORTH CAROLINA SURVEY CERTIFICATION:
 I, JOSEPH KANE, CERTIFY THAT THIS MAP WAS DRAWN BY ME FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DEED BOOK 6400 PAGE 1386 AND DEED BOOK 6410 PAGE 807) USING TRADITIONAL FIELD PROCEDURES, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED BY DASHED LINES AS DRAWN FROM INFORMATION FOUND IN RECORDED DOCUMENTS AS SHOWN. THAT THE BOUNDARY OF PARCELS 1 AND 2 AS CALCULATED (C.A. BEARING 86.8600) IS 11.8300' OR BETTER (LOCAL 4). AND THAT THE MAP BEARS THE CHARACTERISTICS OF THE SURVEYING OF SURFACE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 18A.0600). FURTHERMORE, STATE PLANE COORDINATES FOR THIS SURVEY WERE OBTAINED BY GLOBAL NAVIGATION SATELLITE SYSTEM (GNSS) SURVEY, AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE GROSS SURVEY:

HORIZONTAL POSITIONAL ACCURACY: 4.00 FT
 TYPE OF OBS FIELD PROCEDURE: STATIC (POST-PROCESSED WITH TOPCON TOOLS SOFTWARE)
 DATE OF SURVEY: MARCH 16, 2024
 HORIZONTAL DATUM/EPOCH: NAD 83/2011(EPOCH:2010)
 LOCALIZATION POINT: 17282323.8 E 907899.6
 GRID MODEL: GEOID08
 COMBINATION AND FACTORS: CASSINOID
 UNITS: U.S. SURVEY FEET

I ALSO HEREBY CERTIFY THAT THIS SURVEY IS OF THE FOLLOWING CATEGORIES AS DESCRIBED IN U.S. 47-300(1):
 (C) (1) SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
 WITNESS MY SIGNATURE, LICENSE NUMBER, AND SEAL

THIS DAY _____

 P.L.S. PROFESSIONAL LAND SURVEYOR
 LICENSE # 1-1016

PRELIMINARY
 FOR REVIEW
 ONLY



TOWN OF WEAVERVILLE
 ANNEXATION MAP OF
 PROPERTY OWNED BY
ADVENTHEALTH ASHEVILLE, INC

ADDRESS: 24 & 24A OLLIE WEAVER RD
 PINS: 9733-72-6639 & 9733-02-0659
 DEED BOOK 6400 PAGE 1395
 DEED BOOK 6415 PAGE 827

OWNER: ADVENTHEALTH SHEVILLE, INC
 1035 RED BUD RD NE,
 CALHOUN, GA 30701

REEMS CREEK TOWNSHIP
 BUNCOMBE COUNTY, NORTH CAROLINA
 SCALE: 1" = 50' 8/26/2024

JOSEPH KANE, P.L.S.
 Joe@edholmessurveying.com
 4709 21184
 COMPANY LICENSEURE # C-2806
 ED HOLMES AND ASSOCIATES LAND SURVEYORS, PA
 200 RIDGEFIELD CT., STE. 208, 28306
 P.O. BOX 17335, ASHEVILLE, NC 28816
 PHONE: (828) 225-8582



PREPARED BY AND RETURN TO:

Michael C. Frue, Weaverville Town Attorney
30 South Main Street, Weaverville, NC, 28787

**COUNTY OF BUNCOMBE
STATE OF NORTH CAROLINA**

**ORDINANCE ESTABLISHING THE CONDITIONAL DISTRICT
DESIGNATED AS CD-9 FOR ADVENTHEALTH**

WHEREAS, AdventHealth Asheville, Inc., is the owner of certain real property consisting of +/- 32.86 acres of property located along Ollie Weaver Road and US Highway 25/70 and which currently bears the following Buncombe County Parcel Identification Numbers (hereafter collectively referred to as the "Property"): 9733-72-8793, 9733-73-5347, 9733-83-1054, 9733-83-3019, 9733-72-6639, and 9733-82-0659;

WHEREAS, a petition requesting conditional district zoning on the Property was submitted to the Town of Weaverville on or about 23 September 2024; and

WHEREAS, by contemporaneous adoption of an annexation ordinance by the Weaverville Town Council of certain portions of the Property, all of the Property is now located within the municipal jurisdiction of the Town of Weaverville;

WHEREAS, the Town of Weaverville has the authority pursuant to Chapter 160D of the North Carolina General Statutes to adopt zoning regulations, to establish zoning districts and to classify property within its jurisdiction according to zoning district, and to amend said regulations and district classifications from time to time in the interest of the public health, safety and welfare; and

WHEREAS, the proposed development is for a healthcare facility complex consisting of a 67-bed hospital with an additional 26-bed hospital wing, emergency department, medical office buildings, and ambulatory surgery center, with development being done in phases;

WHEREAS, medical services facilities, such as what is proposed, are permitted by right in the Town's C-2 zoning district; however, the plan shows parking spaces that are below the minimum of what is permitted within the C-2 district and the proposed building height exceeds

what would be permitted under C-2, so for these two reasons a conditional district has been requested for this project;

WHEREAS, Section 20-3203 of the Code of Ordinances of the Town of Weaverville establishes the procedures and requirements for zoning property to Conditional Districts; and

WHEREAS, the Planning Board of the Town of Weaverville has reviewed the project and submitted a finding that the proposed development is consistent with the Comprehensive Land Use Plan and reasonable and Town Council hereby adopts said findings; and

WHEREAS, the property owner held a community meeting on 20 November 2024 as required by Town Code Sec. 20-3203(e)(2) and after proper notice, and provided a report to Town Council; and

WHEREAS, after proper notice required by law, Town Council held a public hearing on this application on 21 January 2025, in accordance with North Carolina law, at which time public input on this proposed development was taken;

WHEREAS, as indicated by signatures below, the property owner has consented to all conditions set forth herein, which are hereby found to be reasonable and relevant;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WEAVERVILLE THAT:

1. The zoning classification of that certain real property which currently bears Buncombe County Parcel Identification Numbers 9733-72-8793, 9733-73-5347, 9733-83-1054, 9733-83-3019, 9733-72-6639, and 9733-82-0659, is designated as a conditional district known as CD-9 and is subject to compliance with the conditions set out herein. The official zoning map of the Town of Weaverville shall be amended to reflect this change upon the effective date of this ordinance.
2. The following conditions shall apply:
 - a. The project is to be constructed consistent with the plans and specifications prepared by McGill for AdventHealth and submitted by the applicant, a copy of which is attached hereto and incorporated herein by reference, and itemized as follows:
 - i. Sheet C-100 – Master Site Plan
 - ii. Sheet C-200 – Master Grading Plan
 - iii. Sheet C-300 – Master Stormwater Management Plan
 - iv. Sheet C-400 – Master Utility Plan
 - v. Elevation Renderings
 - b. Pedestrian accessibility from the Ollie Weaver Road side and within the hospital campus is encouraged.
 - c. All driveways/streets within the project shall be private.

- d. The parking requirements and improvements shall be determined by the developer, but shall be adequate to accommodate the use of the property, with the understanding that parking on or along any Town- or NCDOT-maintained street or roadway is expressly prohibited.
 - e. A traffic impact analysis has been conducted for this project and all improvements as required by NCDOT must be installed.
 - f. Construction related vehicles must be parked on the property and not on any Town-maintained public streets or the shoulders of those public streets. All dirt, mud, construction materials, or other debris deposited on Town maintained public streets as a result of construction activities must be removed by the contractor or owner on a daily basis, pursuant to Town Code Section 22-48.
 - g. All outdoor lighting on the property shall comply with the outdoor lighting provisions of Article VI of Town Code Chapter 20. A plan shall be submitted and approved as required by Town Code Sec. 20-3603.
 - h. Signage is allowed pursuant to Town Code Section 20-4105. Notwithstanding anything herein to the contrary, signage required by federal or state laws or regulations is allowed.
 - i. Compliance with Buncombe County sedimentation and erosion control standards and with all applicable floodplain and stormwater regulations is required. All permitting and inspections on these issues will be conducted through Buncombe County.
 - j. The phasing of this project as outlined by the developer is approved.
 - k. Town Code Section 20-3203 shall govern the project including, but not limited, those provisions regarding issuance of zoning permits, modifications (in accordance with Town Code Section 20-1303), appeals, and final plat approval.
3. This ordinance shall be recorded in the Buncombe County Register of Deeds, and shall be binding on the property owner, its successors and assigns.
 4. The conditional district zoning established herein shall be valid until amended or repealed.
 5. This ordinance, including the conditions contained herein, shall be enforced as provided in Article III of Part 1 of Chapter 20 of the Weaverville Town Code, and Chapter 160D of the N.C. General Statutes.
 6. The Town Zoning Administrator is hereby authorized and directed to make the changes as herein enacted on the official zoning map with said Conditional District labeled as "CD-10" and to issue a zoning permit for the improvements that are to be made in compliance with this Conditional District.
 7. If any section, subsection, sentence, clause, or phrase of this ordinance is, for any reason, held to be invalid, it will be up to Town Council to determine if the validity of the remaining portions of this ordinance is affected.

8. All ordinances and clauses of ordinances contained within the Town’s Code of Ordinance which are in conflict herewith, are hereby repealed to the extent of such conflict.
9. This ordinance shall be effective immediately upon adoption.

ADOPTED THIS the ___ day of _____, 2025, with a vote of ___ for and ___ against.

PATRICK FITZSIMMONS, Mayor

TAMARA MERCER, Town Clerk

OWNER/DEVELOPER CONSENT TO CONDITIONS: By signing below I acknowledge that I am the respective owner and developer of the property, and that I have read, agree, and accept the conditions set forth in this Ordinance.

OWNER/DEVELOPER:

ADVENTHEALTH ASHEVILLE, INC.

ALAN GUYTON, SE REGION CFO

STATE OF NORTH CAROLINA

COUNTY OF BUNCOMBE

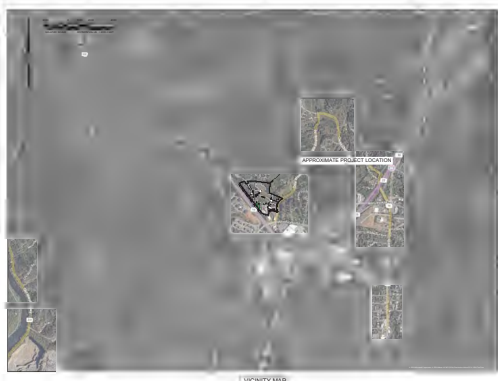
I, _____, a Notary Public of Buncombe County, North Carolina, certify that **TAMARA MERCER** personally came before me this day and acknowledged that she is the Town Clerk of the Town of Weaverville, a municipal corporation, and that by authority duly given, the foregoing instrument was signed in its name by the Mayor of the Town of Weaverville, and attested by himself as the Town Clerk..

Witness my hand and official seal, this the ___ day of _____, 2025.

Notary Public

My Commission Expires:

[Notary Seal]



NAME AND LOCATION OF PROJECT

ADVENTHEALTH BUNCOMBE COUNTY CAMPUS
 20 HUNTER ROAD
 WEAVERVILLE, NORTH CAROLINA 28787

FIN NUMBERS

ADVERTISING TELEPHONE	8753-2120	8753-40-800
COUNTY CAMPUS	8753-2120	8753-40-800
WEAVERVILLE ROAD	8753-2120	8753-40-800

PROPERTY OWNER

ADVENTHEALTH BUNCOMBE COUNTY CAMPUS, INC.
 1000 BUNCOMBE COUNTY CAMPUS DRIVE
 CARRINGTON, GEORGIA 30134

PROPERTY AREA

22.26 ACRES (2,411,916 SQUARE FEET)

LENGTH OF ROAD SYSTEM

3007'

SETBACKS

FRONT	0'
REAR	0'
SIDE	30'
MINOR THROUGHFARE	30'
MINOR THROUGHFARE	25.0'
STREET BUFFER	30'

OPEN SPACE

7 ACRES

BUILDING HEIGHT

HOSPITAL	05'
MOB PHASE 1	05'
MOB PHASE 2	05'
ASC	05'

BUILDING DIMENSIONS

HOSPITAL	105' W X 185' L
MOB PHASE 1	105' W X 185' L
MOB PHASE 2	105' W X 185' L
ASC	85' W X 207' L

BUILDING SIGNAGE

HOSPITAL	300 SF
MOB PHASE 1	75 SF
MOB PHASE 2	75 SF
ASC	75 SF

PROPOSED PHASING

PHASE 1: ANTICIPATED COMPLETION BY END OF 2027.
 PHASE 2 & 3: ANTICIPATED COMPLETION TBD.

PROPOSED SITES WITHIN THE DEVELOPMENT TO BE PRIVATE INTERNAL ROADS.

FLOOD MAP INFORMATION

SEE FLOOD MAP WITHIN ZONE X. AREAS OF MINIMAL FLOOD HAZARD: PER FEMA FIRM 22083T0001A, EFFECTIVE JANUARY 8, 2015.

MAINTENANCE PLAN

STREETS TO REMAIN: WATER/SEWER SERVICES, COMMON AREAS, AND AMENITY AREAS WILL BE OWNED AND MAINTAINED BY THE DEVELOPER.

WATER

PROPOSED WATER WILL BE A PRIVATE SYSTEM.

SEWER

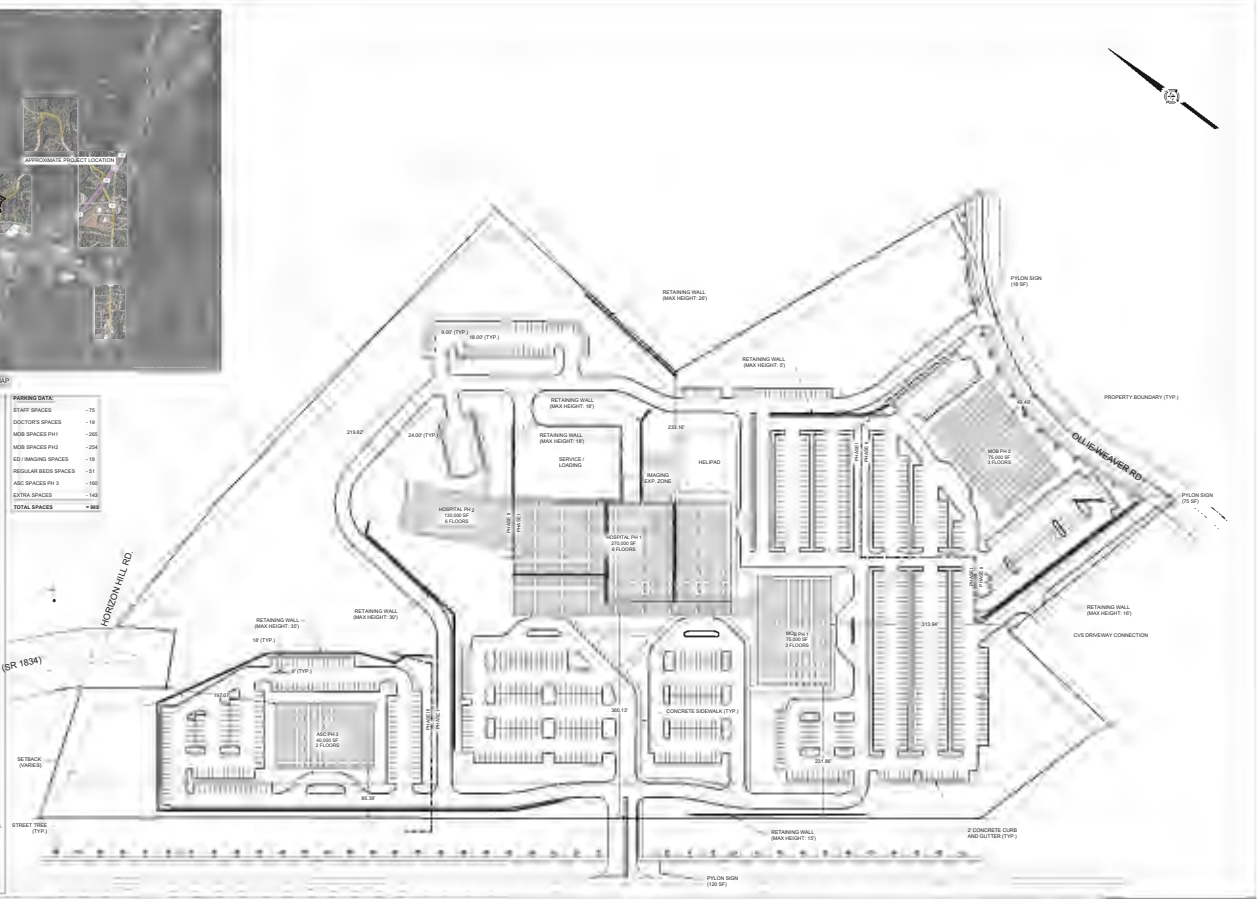
PROPOSED SEWER WILL BE PRIVATE GRAVITY COLLECTION SYSTEM ROUTED TO PRIVATE LIFT STATIONS.

KEY UTILITIES (NATURAL GAS, TELEPHONE/CABLE, ELECTRIC)

TBD. LAYOUT TO BE PROVIDED BY PROVIDER. SITE FINAL UTILITY DESIGN IS COMPLETED.

STREET NAMES TBD.

ALL PROPOSED INFRASTRUCTURE AND PRELIMINARY PLAT WILL NOT BE COMPLETED UNTIL AFTER PHASE 1 HAS BEEN COMPLETED.



55 Broad Street
 Asheville, NC 28801
 828.252.0575
 NC Firm License # C-0450
 mcgillscapes.com

ADVENTHEALTH BUNCOMBE COUNTY CAMPUS
ADVENTHEALTH
 BUNCOMBE COUNTY, NORTH CAROLINA

GRAPHIC SCALE: DIVISION WALLS = 40' FEET
 ORIGINAL SIZE (24" X 30")

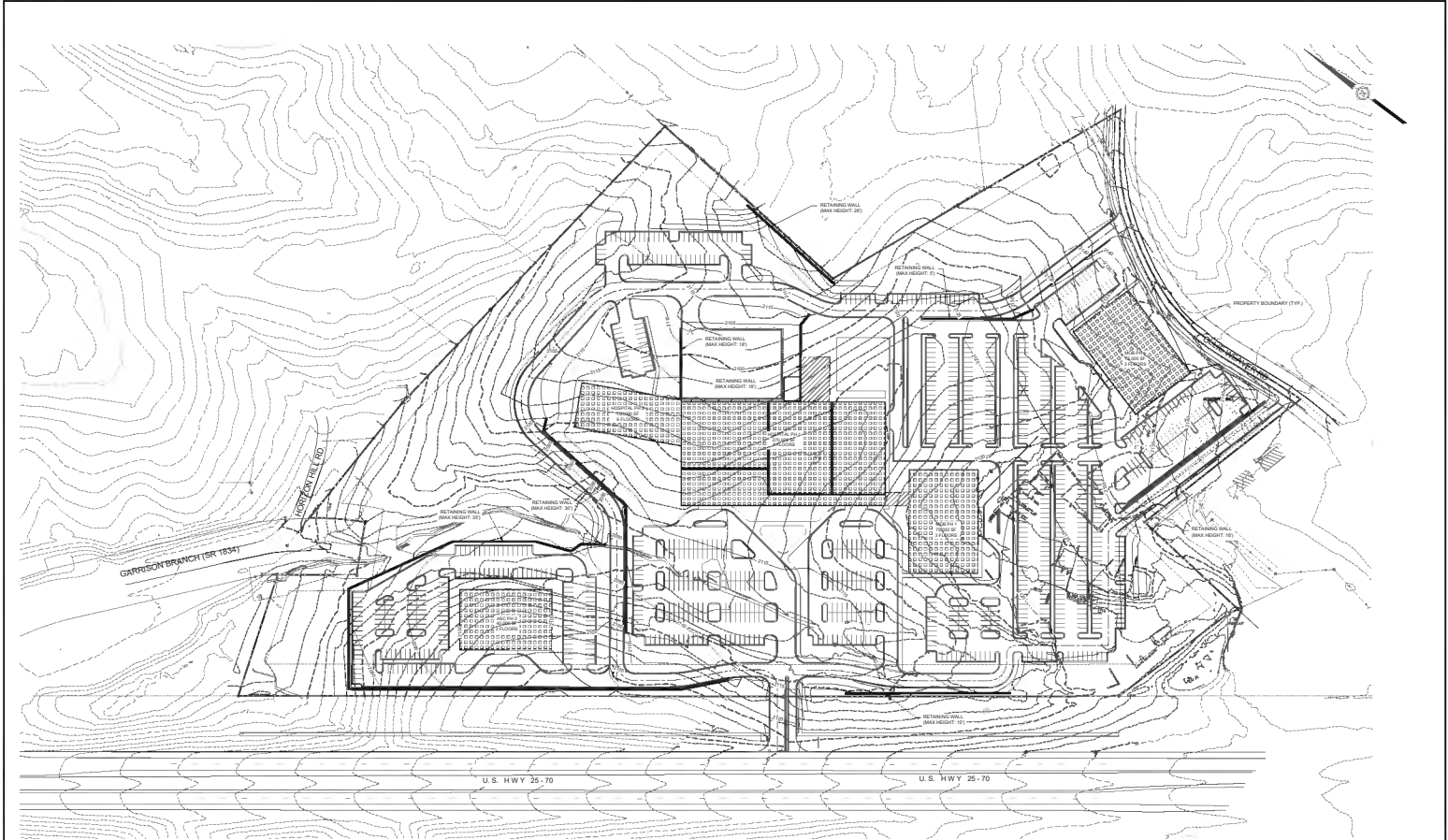
PROJECT LEADER: R. WILL
 REVISOR: S. BURWELL

DATE: SEPTEMBER 2024
 PROJECT #: 24.00118
 FUNDING: N/A

PRELIMINARY FOR REVIEW PURPOSES ONLY. DO NOT USE FOR CONSTRUCTION.

SHEET C-100

MASTER SITE PLAN



PRELIMINARY
FOR REVIEW PURPOSES ONLY.
DO NOT USE FOR
CONSTRUCTION

55 Broad Street
Asheville, NC 28801
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NO.	DATE	BY	DESCRIPTION

ADVENTHEALTH BUNCOMBE
COUNTY CAMPUS
ADVENTHEALTH
BUNCOMBE COUNTY, NORTH CAROLINA

DATE: 09/20/24
PROJECT LEADER: M. CATHEY
DESIGNER: G. ORR
PROJECT ENGINEER: R. WILL
CHECKER: S. BURWELL

DATE	PROJECT #	REVISION #
SEPTEMBER 2024	24.00118	N/A

SHEET
C-200



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CONSTRUCTION

55 Broad Street
Asheville, NC 28801
828.252.0575
NC Firm License # C-3459
mcgillstormwater.com



NO.	DATE	BY	DESCRIPTION

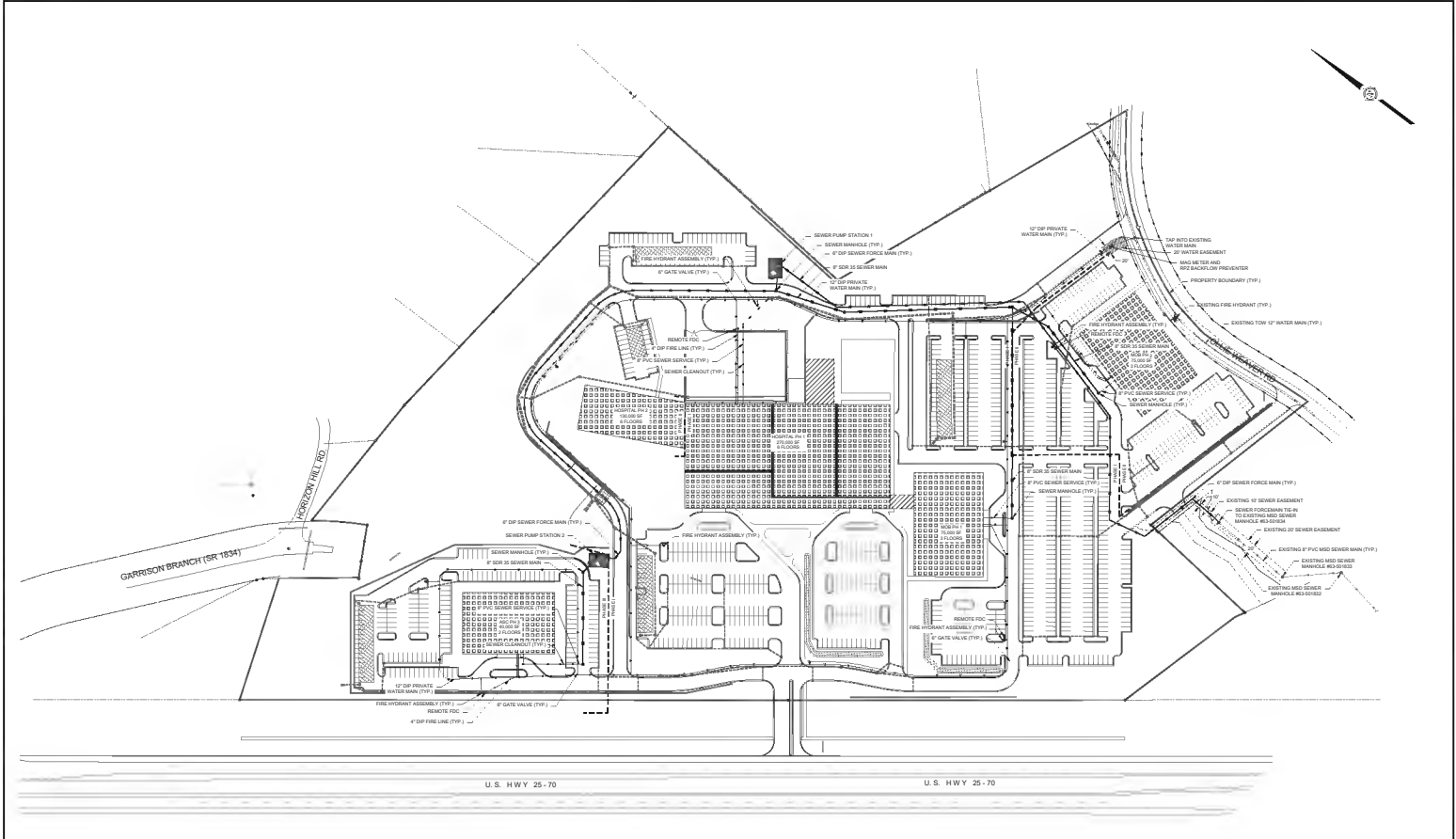
ADVENTHEALTH BUNCOMBE
COUNTY CAMPUS
ADVENTHEALTH
BUNCOMBE COUNTY, NORTH CAROLINA

GRAPHIC SCALE: GRAPHIC VALUE = 100 FEET
PERSONAL SIZE (A3/30")

PROJECT LEADER: M. CATHEY
DESIGNER: L. ROBERSON
PROJECT ENGINEER: R. WILL
CHECKER: S. BURWELL

MASTER STORMWATER MANAGEMENT PLAN			
DATE	PROJECT #	REVISION #	
SEPTEMBER 2024	24.00118	N/A	

SHEET
C-300



PRELIMINARY
FOR REVIEW PURPOSES ONLY.
DO NOT USE FOR
CONSTRUCTION

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Asheville, NC 28801
828.252.0575
NC Firm License # C-3459
mcgillinc.com



NO.	DATE	BY	DESCRIPTION

ADVENTHEALTH BUNCOMBE
COUNTY CAMPUS
ADVENTHEALTH
BUNCOMBE COUNTY, NORTH CAROLINA

PROJECT ENGINEER: M. CATHEY
DESIGNER: L. ROBERSON
PROJECT LEADER: R. WILL
CHECKER: S. BURWELL

DATE	PROJECT #	ISSUED FOR
SEPTEMBER 2024	24-00118	N/A

SHEET
C-400





Phase 1 Site Plan

88



← US 25-70 →

Future Build-Out Site Plan



**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Annexation and Zoning – 21 Parker Cove Road
PRESENTER: Interim Town Manager Harris
ATTACHMENTS: Proposed Annexation Map, Staff Report, Planning Board Recommendation, Proposed Rezoning Plan(s)

DESCRIPTION/SUMMARY OF REQUEST:

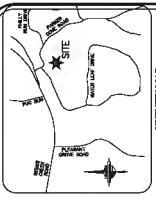
A voluntary annexation petition seeking to have approximately 9.385 acres located at 21 Parker Cove Road annexed into the Town of Weaverville. The purpose of their annexation appears to be to obtain Town services, including water, to support a 45-lot single family subdivision. The petitioners are requesting conditional district zoning due to small lot sizes and reduced setbacks due to clustering of dwellings.

Public hearings on the proposed annexation and possible zoning, including the requested conditional district and traditional R-2 zoning, were held on 21 January 2025.

There were too many variables and options for the Town Attorney or staff to effectively develop draft ordinances for consideration at this meeting.

COUNCIL ACTION REQUESTED:

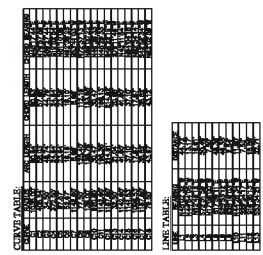
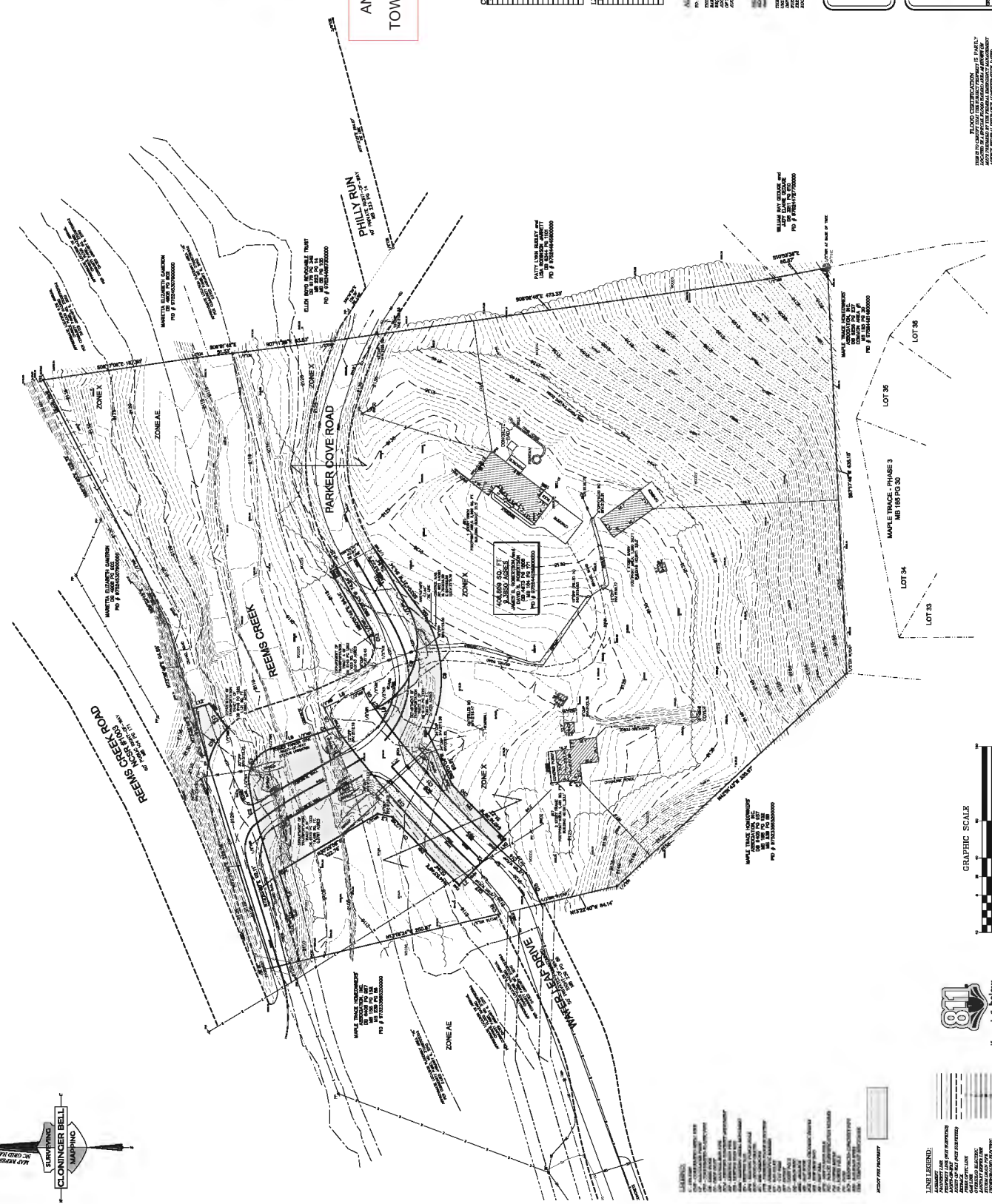
Town Council discussion and direction to staff is requested on this matter so that the Town Attorney and staff can prepare proposed ordinance(s) to bring back to Town Council at its next regular meeting.



VICINITY MAP
TOWN OF WEAVERVILLE

- NOTES:**
1. THIS PLAN IS NOT FOR RECORDATION AT THIS TIME AS IT IS AN ANNEXATION.
 2. ALL CONVEYANCES MUST BE RECORDED AT THE COUNTY CLERK'S OFFICE.
 3. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION.
 4. THE LOCATION OF THE PROPOSED IMPROVEMENTS AND THE EXISTING UTILITIES ARE SHOWN ON THIS PLAN. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR VERIFYING THE LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO CONSTRUCTION.
 5. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION.
 6. THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES PRIOR TO THE START OF CONSTRUCTION.
 7. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED AS SHOWN ON THIS PLAN.
 8. ALL UTILITIES SHALL BE DEEPENED AND RELOCATED AS SHOWN ON THIS PLAN.
- ZONING:**
- RESIDENTIAL SINGLE-FAMILY (RS-1)
 RESIDENTIAL SINGLE-FAMILY (RS-2)
 RESIDENTIAL SINGLE-FAMILY (RS-3)
 RESIDENTIAL SINGLE-FAMILY (RS-4)
 RESIDENTIAL SINGLE-FAMILY (RS-5)
 RESIDENTIAL SINGLE-FAMILY (RS-6)
 RESIDENTIAL SINGLE-FAMILY (RS-7)
 RESIDENTIAL SINGLE-FAMILY (RS-8)
 RESIDENTIAL SINGLE-FAMILY (RS-9)
 RESIDENTIAL SINGLE-FAMILY (RS-10)
- PARKING:**
- NO PARKING ANYWHERE BUT AS SHOWN ON THIS PLAN.

ANNEXATION MAP
FOR
TOWN OF WEAVERVILLE



PRELIMINARY

ALTA/NSPS LAND TITLE SURVEY
 PREPARED FOR
 AMICUS PARTNERS, PLLC
 REEMS CREEK TOWNSHIP, BUNCOMBE COUNTY, N. C.
 DEDIC REFERENCE: 4071-1866; MAP REFERENCE: 104-171
 (SEE PARCEL: 7324-0428-0000)

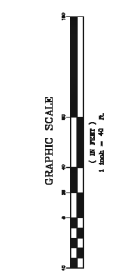
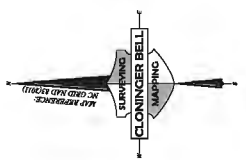
DATE OF SURVEY: 08/14/2024
 DATE OF PLOTTING: 08/14/2024

FILE NO. 44506

CLONINGER BELL SURVEYING & MAPPING

CLONINGER BELL
 SURVEYING & MAPPING, PLLC
 101 W. MAIN ST., SUITE 200
 WEAVERVILLE, NC 28787
 LICENSE P-2236

DATE: AUGUST 14, 2024
 SCALE: 1" = 40'



811
 Know what's below.
 Call before you dig.

LINE LEGEND:

---	PROPERTY BOUNDARY
---	EXISTING ROAD
---	PROPOSED ROAD
---	EXISTING UTILITY
---	PROPOSED UTILITY
---	EXISTING EASEMENT
---	PROPOSED EASEMENT
---	EXISTING ZONING
---	PROPOSED ZONING
---	EXISTING LOT
---	PROPOSED LOT
---	EXISTING CORNER
---	PROPOSED CORNER
---	EXISTING CURB
---	PROPOSED CURB
---	EXISTING DRIVEWAY
---	PROPOSED DRIVEWAY
---	EXISTING FENCE
---	PROPOSED FENCE
---	EXISTING WALL
---	PROPOSED WALL
---	EXISTING SIGN
---	PROPOSED SIGN
---	EXISTING LIGHT
---	PROPOSED LIGHT
---	EXISTING TREE
---	PROPOSED TREE
---	EXISTING PLANT
---	PROPOSED PLANT
---	EXISTING OBSTACLE
---	PROPOSED OBSTACLE
---	EXISTING FUTURE
---	PROPOSED FUTURE
---	EXISTING UNKNOWN
---	PROPOSED UNKNOWN
---	EXISTING ADJACENT
---	PROPOSED ADJACENT
---	EXISTING NEIGHBOR
---	PROPOSED NEIGHBOR
---	EXISTING OTHER
---	PROPOSED OTHER

ANNEXATION STAFF REPORT

ANNEXATION #2024-4 – 21 PARKER COVE ROAD

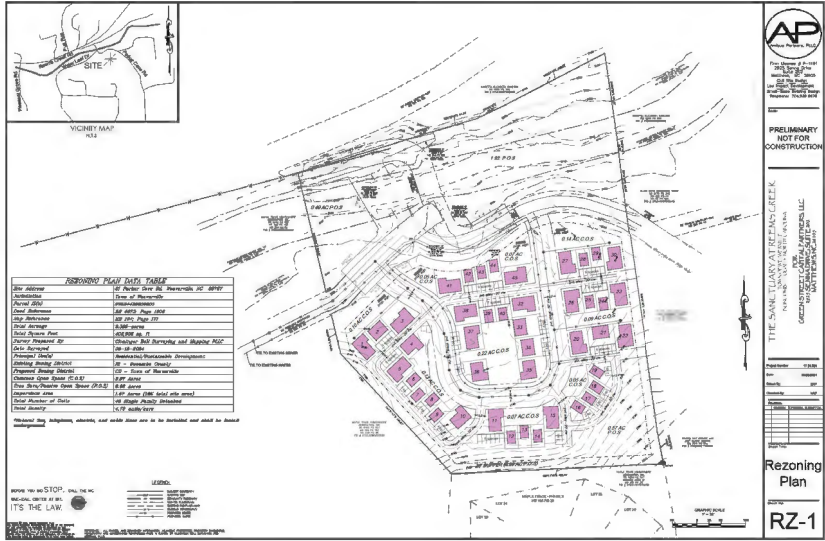
PROPERTY DESCRIPTION

+/- 9.385 acres at 21 Parker Cove Road;
 PIN: 9752-44-2568

FINANCIAL PROJECTIONS

Town Tax Value = +/- \$13,500,000
 Property Tax Revenue = +/- \$47,250 annually
 System Development Fees = +/- \$123,750
 Water Revenue = +/- \$16,200 annually

SUFFICIENCY OF PETITION – Town Clerk certified the sufficiency of the annexation petition on 12 December 2024.



ZONING CLASSIFICATION – Conditional district zoning was requested to accommodate small lot sizes and reduced setbacks. The Planning Board reviewed the zoning request on 7 November 2024 and 3 December 2024 and, after much discussion, voted against a recommendation on the proposed conditional district that would incorporate the site plan, but voted favorably for traditional R-2 zoning for this property.

OPERATIONAL AND SYSTEM IMPACTS

WATER – A water commitment/extension application has been submitted to the Town for 45 single family lots (18,000 GPD) with a connection to the existing 8” Town water main running along Water Leaf Drive. There is WTP capacity to serve this project. Waterlines are expected to be built to Town specifications and accepted into the Town’s Water System and will require long-term maintenance.

STREETS AND STORMWATER– No impacts are expected as all new streets are proposed to be private.

SANITATION – If annexed the 45 dwellings must be added to the weekly garbage route and the leaf/yard waste schedule. It is anticipated that an additional garbage day will be added to accommodate the growth in the Reems Creek Road corridor, including these properties. This is likely to impact staffing needs.

POLICE – 45 single family residences are not anticipated to have any real impact on the Police Department, at its approved staffing level, except that this new subdivision would be added to a routine patrol route.

FIRE – Reems Creek Valley Fire Department (RCVFD) currently provides fire service to this property. If annexed this property will be removed from the RCVFD district and the Town will be responsible for providing fire and first responder services to this property. The Automatic Aid Agreement that the Town has with RCVFD will cover the property and any amounts legally owed to RCVFD for the Town’s proportionate share of RCVFD debt as a result of the anticipated reduction in their tax base is expected to be small and will be included in future amendments to the Automatic Aid Agreement.

The Town of Weaverville

NORTH CAROLINA

December 3, 2024

Mayor Patrick Fitzsimmons and
Weaverville Town Council

Re: *21 Parker Cove Road – +/- 8.80 Acres*
Proposed Zoning Map Amendment – Conditional District and R-2
Statement of Consistency/Reasonableness and Recommendation

Dear Mayor and Council –

At the direction of Town Council, the Planning Board reviewed the properties proposed for annexation and development at 21 Parker Cove Road and submits this letter addressing its findings and recommendation concerning an appropriate zoning designation for the properties should they be annexed.

Town development regulations concerning zoning map amendments and North Carolina law require the Planning Board to review proposed zoning for plan consistency and reasonableness.

The property involved consists of approximately 8.80 acres located at the intersection of Parker Cove Road (SR 2106) and Water Leaf Drive. This property is currently in the unincorporated portion of Buncombe County and zoned R-1. No development approval has been obtained yet on this property so vested rights have not been claimed.

The developer has requested conditional district zoning on this property and the Planning Board has reviewed that request and provides its findings and recommendations. The Planning Board also thought it might be beneficial to Town Council to provide findings and recommendation on a traditional zoning district for this property as well and that is also contained in this letter so that Town Council could legally consider both without having to initiate a second Planning Board review.

The Planning Board met on November 7 and December 3 to conduct its review and considered both options and reports the following findings and recommendations.

Conditional District Findings and Recommendation

The conditional district request is for a development consisting of 45 residential dwelling units with small lots and reduced setbacks as shown on the Rezoning Plan dated 29 August 2024 that is attached to this recommendation. It is noted that the proposed unit density is approximately 5 per acre. The dwelling units are clustered and have lot sizes and setbacks that are smaller than what would be

allowed under traditional zoning districts. This provides a reason to consider conditional district zoning for the properties.

The Planning Board reviewed the project and, with a majority vote of 4 to 1, finds that the adoption of the conditional district with the suggested conditions noted below is consistent with the Comprehensive Land Use Plan. The Comprehensive Land Use Plan and Future Land Use Plan both contemplate single family residential development in the area. Both the current and anticipated version of the Resolution Concerning Growth Areas indicate that single family residential use would be appropriate for this area (Growth Area 5) and include conditional districts, R-1 and R-2 as desirable zoning districts in the Reems Creek Road Corridor. Additionally, the stated goals within the CLUP of *“consider ways to increase housing affordability”* was taken into account. The voluntary annexation petition states an anticipated average sales price of \$300,000 and the reduced lot area will aid in affordability.

The Planning Board’s conversation concerning whether the conditional district is reasonable was more difficult. **The Planning Board failed to find that the conditional district as presented was reasonable and declined to provide a favorable recommendation on its adoption.** To support this position, the Planning Board finds that a conditional district that incorporates the proposed rezoning plan is not reasonable in that the density is too high and that the small lot configuration that is proposed for the project is not consistent with the other residential uses within the area. It was also noted that Parker Cove Road connects to Reems Creek Road at an extreme angle and the Planning Board expressed concern that this intersection cannot safely handle the traffic load that is expected to be associated with this project. It was noted by some members that this project feels similar to multifamily projects and higher density zoning which were recently removed from the desirable uses in this Growth Area 5. Concern was also expressed about the impact of this high density on the existing infrastructure and Town resources, and the tight clustering of the dwelling units was found to be undesirable in this location.

Traditional District Findings and Recommendation

As an alternative to the proposed conditional district the Planning Board also considered which traditional zoning district was most appropriate for this property.

When considering a traditional district the Planning Board was urged to consider the appropriateness of all uses allowable within a requested zoning district. With this in mind the Planning Board focused on the R-2 zoning districts as it seemed to be most closely aligned to the existing residential development in the Reems Creek Road corridor, including Maple Trace Subdivision.

In a unanimous vote, the Planning Board found that R-2 zoning for this property is consistent with the Town’s Comprehensive Land Use Plan (CLUP) and reasonable and forwards a favorable recommendation to Town Council on R-2 zoning. In making this finding the Board considered the future land use map, current and proposed uses within the area, including the mix of residential uses. This proposed R-2 zoning district represents a consistent and compatible use when considering the

zoning and current uses in the area, including properties within the Town and just outside its municipal limits. To support the finding that R-2 zoning is reasonable the Board found that the R-2 zoning district is compatible with the current residential uses of the properties within the area, including existing and permitted single-family residences.

It is noted that this recommendation was largely based on this property being within the Town's identified Growth Area 5 and Town Council Resolution Concerning Growth Areas which indicates that R-2 zoning is consistent with Town Council's desired zoning for this property.

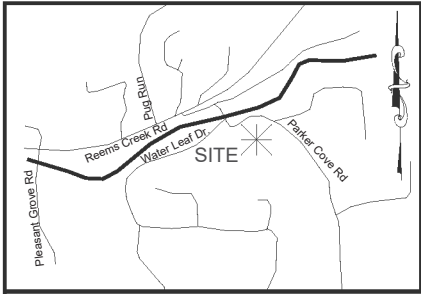
Please let me know if you need anything further from the Board on this matter.

Sincerely,

A handwritten signature in black ink, appearing to read 'Mark Endries', written in a cursive style.

Mark Endries
Planning Board Vice Chair

cc: Jane Kelley, Planning Board Chair
James Eller, Planning Director
Scottie Harris, Interim Town Manager
John Henning, Town Attorney



VICINITY MAP
N.T.S.

96

REZONING PLAN DATA TABLE

Site Address	21 Parker Cove Rd, Weaverville, NC 28787
Jurisdiction	Town of Weaverville
Parcel ID(s)	97524425600000
Deed Reference	DB 4673, Page 1806
Map Reference	MB 104, Page 171
Total Acreage	9.385-acres
Total Square Feet	408,908 sq. ft.
Survey Prepared By	Cloninger Bell Surveying and Mapping PLLC
Date Surveyed	08-15-2024
Principal Use(s)	Residential/Sustainable Development
Existing Zoning District	R1 - Bucombe County
Proposed Zoning District	CD - Town of Weaverville
Common Open Space (C.O.S)	3.87 Acres
Tree Save/Passive Open Space (P.O.S)	0.92 Acres
Impervious Area	1.67 Acres (18% total site area)
Total Number of Units	45 Single Family Detached
Total Density	4.79 units/acre

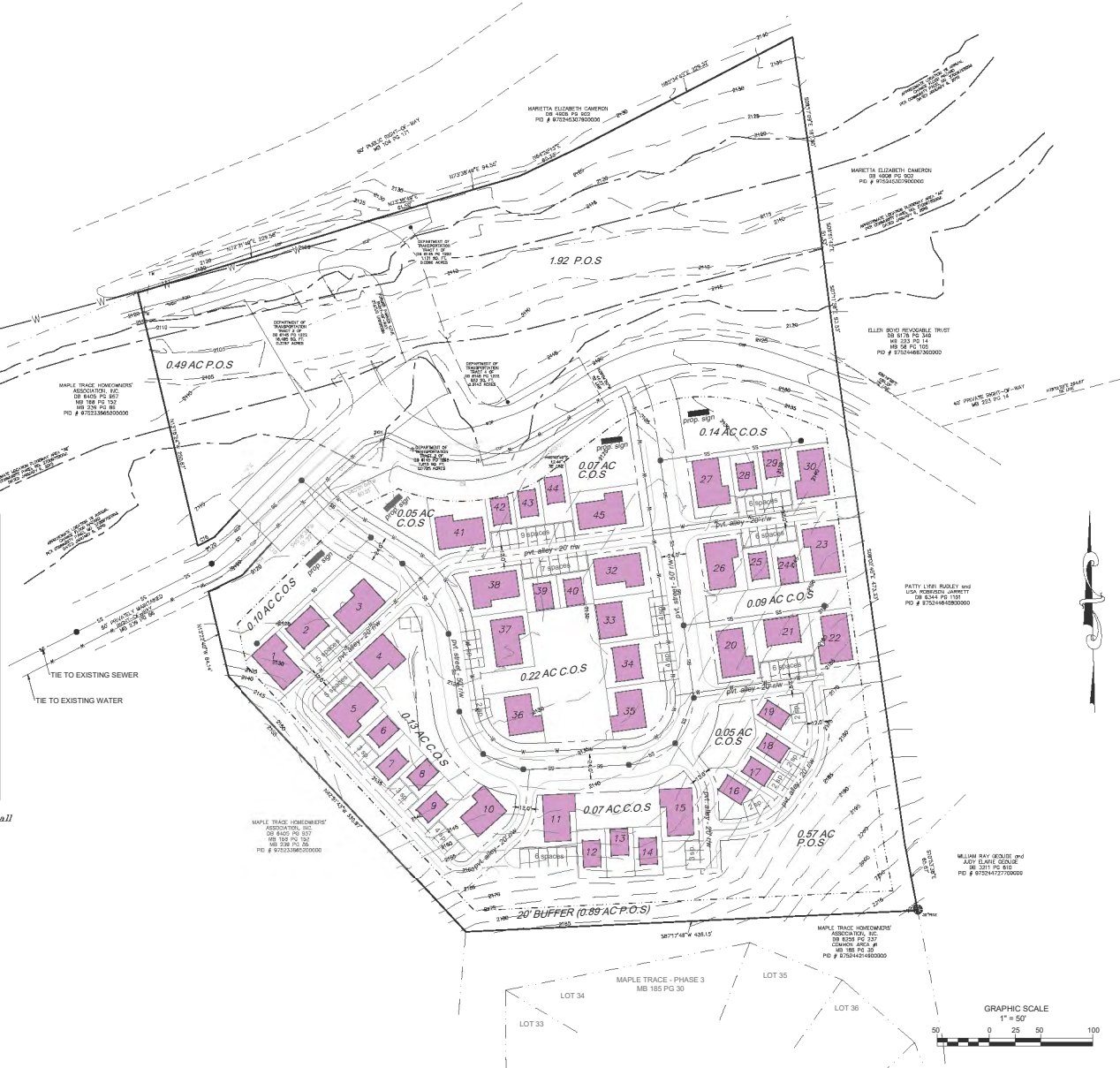
*Natural Gas, telephone, electric, and cable lines are to be installed and shall be install underground.

BEFORE YOU DIG STOP. CALL THE NC
ONE-CALL CENTER AT 811.
IT'S THE LAW. STOP

LEGEND:

---	SUBJECT BOUNDARY
---	EXISTING EOP
---	CONTRIBUTORY FLOODWAY
---	100-YR FLOODPLAIN
---	EXISTING RIGHT-OF-WAY
---	EXISTING TOPOGRAPHY
---	PROPOSED SEWER
---	PROPOSED WATER

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Firm License # P-1191
2925 Seanna Drive
Suite 202
Matthews, NC 28105
Civil Site Design
Low Impact Development
Small-Scale Building Design
Telephone: 704.936.6676

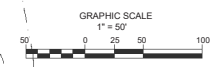
PRELIMINARY
NOT FOR
CONSTRUCTION

THE SANCTUARY AT REEMS CREEK
TOWN OF WEAVERVILLE
BUKOMBE COUNTY, NORTH CAROLINA
FOR
GREEN STREET CAPITAL PARTNERS, LLC
2925 SEANNA DRIVE SUITE 202
MATTHEWS, NC 28109

Project Number:	17.24.001
Date:	08/29/2024
Drawn By:	NSP
Checked By:	NSP
Revisions:	
	08/29/24 ORIGINAL SUBMITTAL
Sheet Title:	

Rezoning
Plan

Sheet No:
RZ-1



TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

- MEETING DATE: January 27, 2025
- SUBJECT: Consideration of Resolution Permitting the Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations to be Applicable Within Town Limits
- PRESENTER: Mayor Fitzsimmons
- ATTACHMENTS: Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations dated April 20, 2021; draft Resolution Permitting the Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations to be Applicable Within Town Limits; and draft Interlocal Agreement Between Buncombe County and the Town of Weaverville
- DESCRIPTION: North Carolina is one of just five states that does not have a state public accommodation law. *A Survey of North Carolina's Public Accommodations Ordinances and a Proposal for a Statewide Public Accommodations Law*, N.C. L. Rev. 303 (2023). Members of the community have expressed concerns that federal protections are inadequate and have urged local leaders to enact a ban on discrimination in Employment and public accommodations.
- COUNCIL ACTION: Consideration of the proposed Resolution Permitting the Buncombe County Ordinance Prohibiting Discrimination in Employment and Public Accommodations and the Interlocal Agreement with Buncombe County regarding ordinance administration within Town limits

TOWN OF WEAVERVILLE

**RESOLUTION PERMITTING THE BUNCOMBE COUNTY ORDINANCE
PROHIBITING DISCRIMINATION IN EMPLOYMENT AND PUBLIC
ACCOMODATIONS TO BE APPLICABLE WITHIN TOWN LIMITS**

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances;

WHEREAS, any ordinance under such authority is applicable to any part of the county not within a city;

WHEREAS, on or about April 20, 2021, Buncombe County adopted Ordinance No. 21-04-18, Prohibiting Discrimination In Employment and Public Accommodations;

WHEREAS, the Town of Weaverville desires to extend such prohibitions as applicable to Town employees to all its citizens and residents;

WHEREAS, governing board of a city has authority to permit a county ordinance adopted to be applicable within the city pursuant to N.C. Gen. Stat. §153A-122;

WHEREAS, Town personnel have worked with Buncombe County officials to develop an Inter-Local Agreement between the two jurisdictions to specify mutual responsibilities under the ordinance and investigation and enforcement in particular; and

WHEREAS, this Council has determined that it is in the best interests of the citizens and residents of the Town of Weaverville to adopt said ordinance and permit its application with its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED, as follows:

1. That, as authorized by legislation described above, Buncombe County Ordinance No. 21-04-18, an Ordinance Prohibiting Discrimination In Employment and Public Accommodations, shall be applicable with the Town of Weaverville.
2. That by and with the approval of the Town Attorney, the Mayor is authorized to execute an Inter-Local Agreement between the Town and Buncombe County concerning the administration of this ordinance within the Town.
3. All acts and doings of officers, employees and agents of the County, whether taken prior to, on, or after the date of this Resolution, that are in conformity with and in the furtherance of the purposes and intents of this Resolution as described above shall be, and the same hereby are, in all respects ratified, approved and confirmed.
4. This Resolution and Buncombe County Ordinance No. 21-04-18 shall be effective with the Town of Weaverville on _____, 2025.

ADOPTED this the 21st day of January, 2025.

PATRICK FITZSIMMONS, Mayor

TAMARA MERCER, Town Clerk

ORDINANCE NO. 21-04-18

ORDINANCE PROHIBITING DISCRIMINATION
IN EMPLOYMENT AND PUBLIC ACCOMMODATIONS

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances;

WHEREAS, this Board finds that discriminatory practices in employment and public accommodations constitutes a nuisance that is detrimental to the health, safety, or welfare of its citizens; and

WHEREAS, this Board has determined that it is in the best interest of the citizens and residents of Buncombe County to enact protections against discrimination that reflect the community's shared values of equality, inclusion, and fair access, and to preserve the health, safety, and welfare of people without regard to certain actual or perceived status or characteristics.

NOW THEREFORE, BE IT ORDAINED BY THE BUNCOMBE COUNTY BOARD OF COMMISSIONERS THAT:

Section 1. The Buncombe County Code of Ordinances on file with Buncombe County Clerk to the Board of Commissioners shall be amended by including the following:

Chapter 42. NON-DISCRIMINATION ORDINANCE

42-1. DEFINITIONS.

- a. *Discrimination* means any difference in treatment based on race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
- b. *Employer* means any person employing one or more persons within the County and any person acting in the interest of an employer, directly or indirectly, including an employment agency. "Employer" shall include the County and any County Contractor.
- c. *Gender identity or expression* means having or being perceived as having gender-related identity, expression, appearance, or behavior, whether or not that identity, expression, appearance, or behavior is different from that traditionally associated with the sex assigned to that individual at birth.

- d. *Person* includes one or more individuals, partnerships, associations, organizations, corporations, legal representatives, unincorporated organizations, fiduciaries, and other organized groups of persons.
- e. *Public accommodation (or place of public accommodation)* means any place, facility, store, or other establishment which supplies accommodations, goods, or services to the public or which solicits or accepts the patronage or trade of the public.
- f. *Reasonable cause* in preponderance of the evidence which is evidence, when taken as a whole, shows the violation is more likely than not.

42-2. DISCRIMINATION IN EMPLOYMENT PROHIBITED.

It shall be unlawful for any employer, because of the race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability of any person to refuse to hire or otherwise discriminate against that person with respect to hire, tenure, conditions, or privileges of employment, or any matter directly or indirectly related to employment.

42-3. EXEMPTIONS.

- a. **General exceptions.** Notwithstanding the prohibition on discrimination in employment set forth in 42-2, it is not unlawful for:
 - 1. An Employer to employ, admit, classify, or refer any individual on the basis of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, in those certain instances where race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability status is a bona fide occupational qualification reasonably necessary to the normal operation of that particular business or enterprise.
 - 2. An Employer to print or publish, or caused to be printed or published, any notice or advertisement indicating any preference, limitation, specification, or discrimination, based on race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, in such instances when race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability status is a bona fide occupation qualification for employment.
 - 3. A school, college, university, or other educational institution, or institution of learning to hire and employ employees of a particular religion if such school, college, university, or other educational institution or institution of learning is, in whole or in substantial part, owned, supported, controlled, or managed by a particular religion or by a particular religious corporation, association, or society, or if the curriculum of such school, college, university, or other educational institution or institution of learning is directed toward the propagation of a particular religion.

4. An Employer to apply different standards of compensation, or different terms, conditions, or privileges of employment pursuant to a bona fide seniority or merit system, or a system which measures earnings by quantity or quality of production or to employees who work in different locations, so long as the differences are not the result of an intention to discriminate because of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
5. An Employer to give and to act upon the results of any professionally developed ability test provided that the test, its administration, or action upon the results is not designed, intended, or used to discriminate because of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability.
6. An Employer to differentiate upon the basis of sex in determining the amount of the wages or compensation paid or to be paid to employees of the employer if the differentiation is authorized by the provisions of section 6(d) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. § 206(d)).
7. An Employer to refuse to assign or continue to assign an individual to a job involving food handling in any case in which such individual has an infectious or communicable disease that is:
 - i. Transmitted to others through the handling of food;
 - ii. Is included on the list developed by the Secretary of the United States Department of Health and Human Services pursuant to section 103(d) of the Americans with Disabilities Act of 1990, (42 U.S.C. §§ 12101, et seq.); and
 - iii. Cannot be eliminated by reasonable accommodation. Nothing in this subsection shall be construed to preempt, modify, or amend any state, county, or local law, ordinance, or regulation applicable to food handling.

b) **Exceptions regarding drug and alcohol use.** Notwithstanding the prohibition on discrimination in employment set forth in 42-2, it is not a violation of this Ordinance for an Employer to:

1. Adopt or administer reasonable policies or procedures, including but not limited to drug testing.
2. Prohibit the illegal use of drugs and the use of alcohol at the workplace by employees.
3. Require that employees shall not be under the influence of alcohol or be engaging in the illegal use of drugs at the workplace.
4. Require that employees behave in conformance with the requirements established under the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701 et. seq.).
5. Hold an employee who engages in the illegal use of drugs or who is an alcoholic to the same qualification standards for employment or job performance and behavior that the entity

holds other employees, even if any unsatisfactory performance or behavior is related to the drug use or alcoholism of the employee.

6. With respect to federal regulations regarding alcohol and the illegal use of drugs, require that employees comply with the standards established in federal regulations of the Department of Defense, the Nuclear Regulatory Commission, and/or the Department of Transportation, if the employees of the Employer are employed in an industry subject to the regulations of any such federal agency.

c) **Miscellaneous.** The prohibitions in this Ordinance against discrimination in employment based upon disability shall not be construed to prohibit or restrict:

1. An insurer, hospital, medical service company, health maintenance organization, or any agent, or entity that administers benefit plans, or similar organizations from underwriting risks, classifying risks, or administering such risks that are based on or not inconsistent with State law; or
2. A person or organization covered by this Ordinance from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that are based on underwriting risks, classifying risks, or administering those risks that are based on or not inconsistent with State law; or
3. A person or organization covered by this Ordinance from establishing, sponsoring, observing, or administering the terms of a bona fide benefit plan that is not subject to State laws that regulate insurance.
4. Nothing in this Ordinance shall be construed to require an individual with a disability to accept an accommodation, aid, service, opportunity, or benefit which such individual chooses not to accept;
5. Nothing contained in this Ordinance shall apply to a religious corporation, association, educational institution, or society with respect to the employment of individuals of a particular religion to perform work connected with the carrying on by such corporation, association, educational institution, or society of its activities.
6. With respect to discrimination based on age, it is not unlawful for a Employer to take any action otherwise prohibited under this Ordinance:
 - i. Where the differentiation is based on reasonable factors other than age;
 - ii. Where such practices involve an employee in a workplace in a foreign country, and compliance with those subsections would cause such employer, or a corporation controlled by such employer, to violate the laws of the country in which such workplace is located; or
 - iii. To observe the terms of a bona fide seniority system; or
 - iv. To observe the terms of a bona fide employee benefit plan; or
 - v. To discharge or otherwise discipline an individual for good cause.
7. Nothing in this Ordinance shall be construed to prohibit compulsory retirement of any employee who has attained 65 years of age provided such retirement is part of a practice consistent with a bona fide employee retirement plan.

42-4. DISCRIMINATION IN PUBLIC ACCOMODATIONS PROHIBITED.

It shall be unlawful for any proprietor or their employer, keeper, or manager in a place of public accommodation to deny any person, except for reasons applicable alike to all persons, regardless of race, natural hair or hairstyles, ethnicity, creed, color, sex, sexual orientation, gender identity or expression, national origin or ancestry, marital or familial status, pregnancy, veteran status, religious belief or non-belief, age, or disability, the full enjoyment of the accommodations, advantages, facilities or privileges thereof.

42-5. EXEMPTIONS. The provisions of 42-4 prohibiting discrimination in public accommodations shall not apply to a private club or other establishments not in fact open to the public.

42-6. HOUSING.

- a) Buncombe County will assist its residents in filing housing discrimination claims with the North Carolina Human Relations Commission.
- b) In offering this assistance, and consistent with the recent Supreme Court of the United States decision in *Bostock v. Clayton County*, Buncombe County interprets the prohibition on sex discrimination in housing to include discrimination on the basis of sexual orientation and gender identity.
- c) In offering this assistance, Buncombe County interprets the prohibition on race discrimination in housing to include discrimination on the basis of natural hair or hairstyles.

42-7. ENFORCEMENT. Complaints alleging violations of this Chapter shall be filed and investigated as follows:

- a) Any person who claims to have been injured, or claims they are currently being injured, or who reasonably believes that they will be injured, by any practice made unlawful under this Ordinance may file a Complaint with an equity officer or such other person as designated by the County Manager hereinafter referred to as ("EO").
- b) Complaints shall be in writing, signed and verified by the Complainant. Complaints shall state the facts upon which the allegation of an unlawful discriminatory practice is based and shall contain such other information and be in such form as the EO requires.
- c) A Complaint that alleges an unlawful employment practice under this Ordinance must be filed with the EO no later than 180 days after the occurrence, or cessation of the alleged unlawful employment practice.
- d) A Complaint that alleges discrimination in public accommodations under this Ordinance must be filed with the EO no later than one year from the date of the occurrence, or cessation of the alleged unlawful practice.

- e) The EO shall serve upon the Respondent and Complainant a copy of the Complaint and a notice advising the Respondent and Complainant of their procedural rights and obligations under this Ordinance within ten days after the Complaint is filed.
- f) A Respondent may file an answer to the Complaint within thirty (30) days after receiving a copy of the Complaint. Answers shall be signed and verified by the Respondent and shall be filed with the EO.
- g) With leave of the EO, which leave shall be granted whenever it would be reasonable and fair to do so, Complaints and Answers may be amended at any time. Amendments shall be reduced to writing, signed, verified, and filed with the EO. Amendments shall relate back to the date the original Complaint or Answer was filed.
- h) EO shall, within 30 days after the filing of a Complaint, commence an investigation into the allegations contained in the Complaint.
- i) In conducting an investigation, the EO shall have access at all reasonable times to premises, records, documents, individuals, and other evidence or possible sources of evidence to ascertain the factual basis of the allegations contained in the Complaint.
- j) Further, the EO may examine, record, and copy such materials and take and record the testimony or statements of such persons as reasonably necessary for the furtherance of the investigation.
- k) In conducting an investigation, the EO may:
 - i. request production of documents, materials, or other evidence;
 - ii. request witnesses, including any party, to appear and give testimony before the EO;
 - iii. Issue interrogatories to a Respondent.
- l) Upon written application to the EO, a Respondent shall be entitled to the issuance of interrogatories directed to the Complainant and to request production of documents, materials, or other evidence.
- m) Complaints may be resolved at any time by informal conference, conciliation, or persuasion. Nothing said or done in the course of such informal procedure may be made public without the written consent of the person concerned. However, all resolutions of complaints shall be reduced to writing, shall be signed by the Complainant, the Respondent, and the EO and shall be enforceable as a binding contract.
- n) All complaints alleging an unlawful discriminatory housing practice shall be handled in the manner described in section 42-6, Housing.

42-8. REASONABLE CAUSE AND CONCILIATION EFFORTS.

- a) If the Complaint is not sooner resolved, the EO shall, upon completion of the investigation, determine whether or not there is reasonable cause to believe that an unlawful discriminatory practice has occurred or is occurring.
- b) The EO shall make their determination on reasonable cause as promptly as possible and, so far as practicable, no later than 100 days after the Complaint was filed. If the EO is unable to complete the investigation within 100 days after the filing of the complaint the EO shall notify the complainant and respondent in writing of the reasons for not doing so.

- c) At the end of each investigation, a final investigative report will be prepared and, notwithstanding the prohibitions and requirements with respect to disclosure of information, the report will be made available to the parties upon request.
- d) In the event the EO determines that there is not reasonable cause to believe that an unlawful discriminatory practice has occurred or is occurring, or should the EO be unable to confirm or deny that discrimination took place they shall dismiss the Complaint and notify the Complainant and the Respondent of the decision.
- e) If the EO determines that reasonable cause exists, the EO shall notify the Complainant and the Respondent and shall attempt to resolve the Complaint by conference, conciliation, and/or persuasion.
- f) All conciliation agreements shall be signed by the Complainant and the Respondent and shall be recognized as a legally enforceable contract. To the extent required by law, each conciliation agreement shall be made public.
- g) If the EO, after a finding of reasonable cause, is unable to resolve the Complaint by conference, conciliation, or persuasion, it shall issue a written declaration that conciliation efforts have failed.
- h) If the EO issues a written declaration that conciliation efforts have failed, then the EO may issue penalties as authorized herein.

42-9. APPEALS.

Appeals from final decisions of the EO that there is reasonable cause to believe that a violation of the Ordinance has occurred may be appealed to a panel consisting of an assistant county manager, a staff attorney, and the strategic partnerships director. Appeals must be made in writing and delivered to the Clerk to the Board of the Buncombe County Commission within ten (10) days of receipt of the decision.

42-10. PENALTIES.

Pursuant to G.S. § 153A-123, the county manager, in consultation with county legal services, may choose from the remedies set forth below to enforce the requirements of this Chapter when there is a failure to comply with the requirements of this Chapter. Those remedies are as follows:

- a. In addition to or in lieu of the other remedies set forth in this Chapter the County Manager, or their designee, may issue a citation setting forth a civil penalty of \$100.00. In the case of a continuing violation, each 24-hour period in which the violation continues to exist shall constitute a separate violation. The citation shall be served upon the person violating any of the requirements of this Section by hand delivery or certified mail or by any other means made in accordance with the North Carolina Rules of Civil Procedure. In the event the violator does not pay the penalty within 30 days of service of the citation, the civil penalty shall be collected by the county in a civil action in the nature of debt, which shall not subject the offender to the penalty provisions of G.S. § 14-4.
- b. In addition to or in lieu of other remedies set forth in this Chapter, the county manager may direct county legal services to seek injunctive relief in the appropriate court.


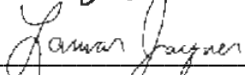
~~Section 2:~~ Nothing in this Ordinance shall be interpreted or applied so as to create any requirement, power, or duty in conflict with any existing federal or state law.

~~Section 3:~~ Should any provision of this Ordinance be found to be unconstitutional or otherwise legally impermissible by a court of law, such provision shall be severed from the remainder of the Ordinance, and such action shall not effect the enforceability of the remaining provisions of the Ordinance.

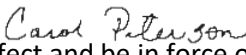
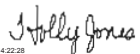
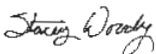


~~Section 4:~~ The provisions of this Ordinance shall take effect and be in force on July 1, 2021.

This the 20th day of April, 2021.

ATTEST

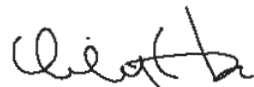



Lamar Joyner, Clerk





BOARD OF COMMISSIONERS FOR THE
COUNTY OF BUNCOMBE


By: _____
Brownie Newman, Chairman

APPROVED AS TO FORM



County Attorney

STATE OF NORTH CAROLINA
COUNTY OF BUNCOMBE

INTERLOCAL
AGREEMENT BETWEEN BUNCOMBE COUNTY
AND THE TOWN OF WEAVERVILLE

THIS Intergovernmental Agreement made and entered into this ____ day February 2025, by and between the County of Buncombe, a body politic and corporate, organized and existing under the laws of the State of North Carolina (hereinafter sometimes referred to as the "County"), and the Town of Weaverville, a municipal corporation of the State of North Carolina (hereinafter sometimes referred to as "Town"). Collectively hereinafter referred to as " Party" or "Parties".

WHEREAS, pursuant to N.C. Gen. Stat. §153A-121 a county may by ordinance define, regulate, prohibit, or abate acts, omissions, or conditions detrimental to the health, safety, or welfare of its citizens and the peace and dignity of the county; and may define and abate nuisances;

WHEREAS, any ordinance under such authority is applicable to any part of the county not within a city;

WHEREAS, on or about April 20, 2021, Buncombe County adopted Ordinance No. 21-04-18, Prohibiting Discrimination In Employment and Public Accommodations;

WHEREAS, the Town of Weaverville desires to extend such prohibitions as applicable to Town employees to all its citizens and residents;

WHEREAS, governing board of a city has authority to permit a county ordinance adopted to be applicable within the city pursuant to N.C. Gen. Stat. §153A-122;

WHEREAS, the Parties hereto desire to enter into this agreement to establish specific responsibilities of the each Party concerning administration, investigation and enforcement of said ordinance within the jurisdiction of the Town of Weaverville; and

WHEREAS, towns and counties and other units of local government are authorized to enter into agreements as authorized by NCGS §153A-445 and §160A-461.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein the Parties hereby agree as follows:

1. The Recitals set forth above, along with the definitions of certain terms, are incorporated herein by reference as if fully restated.
2. From and after the effective date of said ordinance within the jurisdiction of the Town, Buncombe County Government shall have no responsibilities regarding administration, investigation and enforcement of said ordinance within the jurisdiction of the Town of Weaverville.

3. The Town of Weaverville shall manage all aspects of administration, investigation and enforcement of said ordinance within the jurisdiction of the Town of Weaverville.
4. The Town of Weaverville will comply with all procedural requirements of said ordinance within the jurisdiction of the Town of Weaverville.
5. Any complaints alleging violation of the ordinance received by either Party that are found to be within the jurisdiction of the other Party shall be referred to the appropriate officials within the appropriate jurisdiction and necessary persons will be so advised.
6. Should the County deem it necessary and appropriate to amend the ordinance at any time, the County will give the Town sixty (60) days advance written notice and the Town may either notify the County of its acknowledgment and consent to the amendment or the Town may notify the County of its intent to withdraw permissions for applicability of the ordinance within Town jurisdiction and terminate this Agreement.
7. Entire Agreement. This Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this agreement.
8. Invalid Provision to Affect no Others. If any provisions of this Agreement are held, determined, or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of this Agreement and shall not affect the validity and enforceability of such remaining provisions.
9. The individual signatories below have the expressed authority on behalf of their respective Boards to execute this Agreement. The Parties may execute this Agreement in separate counterparts and the execution of a copy shall have the same effect as the execution of an original. Such execution may be by facsimile or PDF attachment to an email.

{Signature Page Follows}

Signature Page 1 of 2

County of Buncombe

Amanda Edwards, Chair

Attest:

Sarah Gross, Clerk to the Board

Signature Page 2 of 2

Town of Weaverville

Patrick Fitzsimmons, Mayor

Attest:

Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Hurricane Relief Donations from Weaverville, California
PRESENTER: Mayor Fitzsimmons
ATTACHMENTS: None

DESCRIPTION/SUMMARY OF REQUEST:

The Town has received generous donations from the citizens of Weaverville, California, related to Hurricane Helene and the Town's disaster recovery efforts. The amount received to date is \$1,281.00.

Staff is seeking some discussion and direction from Town Council concerning how these funds should be spent so that an appropriate budget amendment can be drafted and presented for approval and the funds can be utilized.

TOWN COUNCIL ACTION REQUESTED:

Town Council discussion and direction to staff.

**TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM**

MEETING DATE: January 27, 2025
SUBJECT: Human Resources Audit
PRESENTER: Interim Town Manager Harris
ATTACHMENTS: HR Audit Executive Summary

DESCRIPTION/SUMMARY OF REQUEST:

Town Council has consistently shown support for better understanding the human resources aspect of Town government. In September 2024 the Town engaged ADEPT HRM Solutions to perform a human resources audit and that work was recently completed. Attached is the executive summary that provides a high-level overview of the audit's purpose, scope, and key findings. The full audit report is not provided due to length but is available upon request.

A couple of meaningful quotes taken from the audit report include the following:

As part of the HR Audit, ADEPT HRM Solutions conducted an on-site review in Weaverville, NC, spending 2-3 days at various work locations to gain a comprehensive understanding of the operational environment. During this time, each department head generously dedicated time to provide insights into their work processes, file management systems, and team leadership practices. A consistent theme across all work locations was the efficiency demonstrated by staff, who effectively manage substantial workloads despite limited resources. While this level of productivity is commendable, it also highlights the need for strategic HR planning to mitigate potential risks associated with resource constraints. In addition to addressing compliance, risk, and exposure, a critical responsibility of HR is to proactively consider contingency planning and succession planning to ensure organizational sustainability. This presents an opportunity for the Town of Weaverville to conduct a broader evaluation of departmental operations and allocate additional resources where needed.

...

We recommend exploring options to centralize HR tasks, allocate additional resources, and prioritize the areas identified in the audit.

Town staff is already taking steps to resolve several of the compliance recommendations. In addition, Interim Manager Harris is working on some options to better address the HR needs of the Town and intends to bring some recommendations back to Town Council in an upcoming meeting.

COUNCIL ACTION REQUESTED:

This is provided for information, but Town Council discussion and direction is welcomed.



adept hrm solutions

CUSTOMIZED HUMAN CAPITAL RESULTS

HUMAN RESOURCES AUDIT

Performed for:
The Town of Weaverville
North Carolina

Delivered:
January 8, 2025



Table of CONTENTS

01

Executive Summary

High-level overview of the audit's purpose, scope, and key findings. This section summarizes your overall compliance health, highlights strengths and detail areas needing improvement. Here you will also find recommended next steps for the enhancement of your HR function.

02

Primary Audit Conclusions

Summarizes the overall health of HR practices based on audit results. Highlights compliance status, identifies critical risks, and provides an assessment of strengths and areas for improvement.

03

Summary of Recommendations

Outlines prioritized actions to address identified issues, enhance compliance, and improve HR practices. This section provides targeted solutions for immediate and long-term improvements.

EXECUTIVE SUMMARY

An organization's Human Resources function is charged with developing and implementing strategies/policies related to its most valued assets – the employees who individually and collectively contribute to the achievement of its goals. The broad purpose of HR is to maximize the return on an organization's human capital investment and minimize HR-related financial, operational, and regulatory risks. As such, HR activities touch virtually every aspect of an organization's operation and have substantial resource implications.

The Fire Chief and Interim Town Manager, Scottie Harris for The Town of Weaverville, NC authorized a comprehensive performance audit of the Human Resources function to be completed by ADEPT HRM Solutions. The findings and recommendations in this audit are designed to assist The Town of Weaverville, NC in several ways, such as:

- Providing an overview of the health of the Town of Weaverville, NC's HR function.
- Equipping department heads and town leaders with important information regarding corrections for any areas of concern identified.
- Presenting concepts and ideas for development and maintenance of the HR function.
- Presenting industry benchmarks and data points to help illustrate the need for dedicated HR resources.

This performance audit was conducted in accordance with generally accepted auditing standards. Those standards require that the audit be performed to obtain sufficient, appropriate evidence to provide a reasonable basis for our findings and conclusions based on audit objectives. ADEPT HRM Solutions believes that the evidence obtained in this audit provides a reasonable basis for its findings and conclusions based on audit objectives.

PRIMARY AUDIT CONCLUSIONS

The HR audit for the Town of Weaverville highlighted a functional and resourceful team managing HR responsibilities under challenging conditions. While their efforts have ensured continuity and compliance in most areas, the findings also revealed gaps that are largely a result of structural limitations and resource constraints rather than oversight or neglect.

Key Observations

- **Distributed HR Responsibilities:** HR tasks are dispersed among individuals who, while capable and diligent, are not primarily HR professionals. This decentralized approach increases the potential for inconsistencies in processes and compliance.
- **Resource Limitations:** Limited staffing, time, and tools hinder the ability to focus on proactive HR initiatives, such as employee engagement, strategic planning, and risk management.
- **Audit Findings:** Many of the issues identified—such as outdated job descriptions, file management inconsistencies, and compliance gaps—can be attributed to a lack of centralized HR expertise and adequate resources. With more dedicated support, these challenges could be addressed more effectively.

Strengths and Opportunities

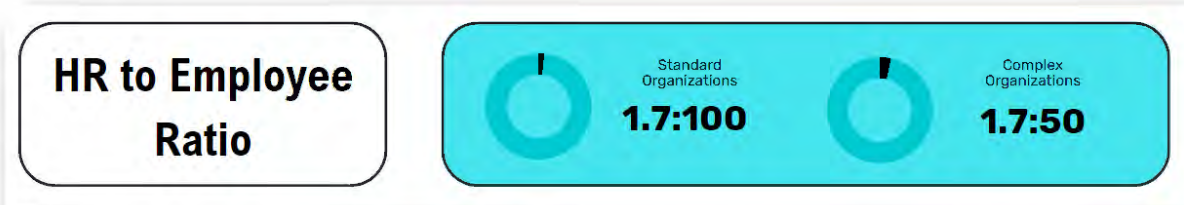
The team has demonstrated the ability to handle HR functions alongside their primary responsibilities, ensuring critical needs are met. However, to better position the Town for long-term growth and compliance, investing in dedicated HR resources will be essential.

This includes:

- Centralizing HR functions to improve efficiency and reduce the risk of oversights.
- Enhancing processes with specialized HR expertise to ensure compliance with evolving regulations.
- Allocating additional tools, time, or personnel to provide the capacity for strategic planning and operational improvements.

Industry Benchmarks and Data Points

According to the Society for Human Resource Management (SHRM), the average HR-to-employee ratio is 1 HR professional for every 50-100 employees, depending on the complexity of the organization and its operations. If HR responsibilities are spread across multiple locations or involve compliance with public-sector regulations, the need for HR support increases, often approaching the lower end of the ratio (closer to 1 HR professional for every 50 employees).



Distributed or Decentralized HR Functions occur when HR responsibilities are spread across different departments or locations rather than being managed by a centralized HR professional or team.



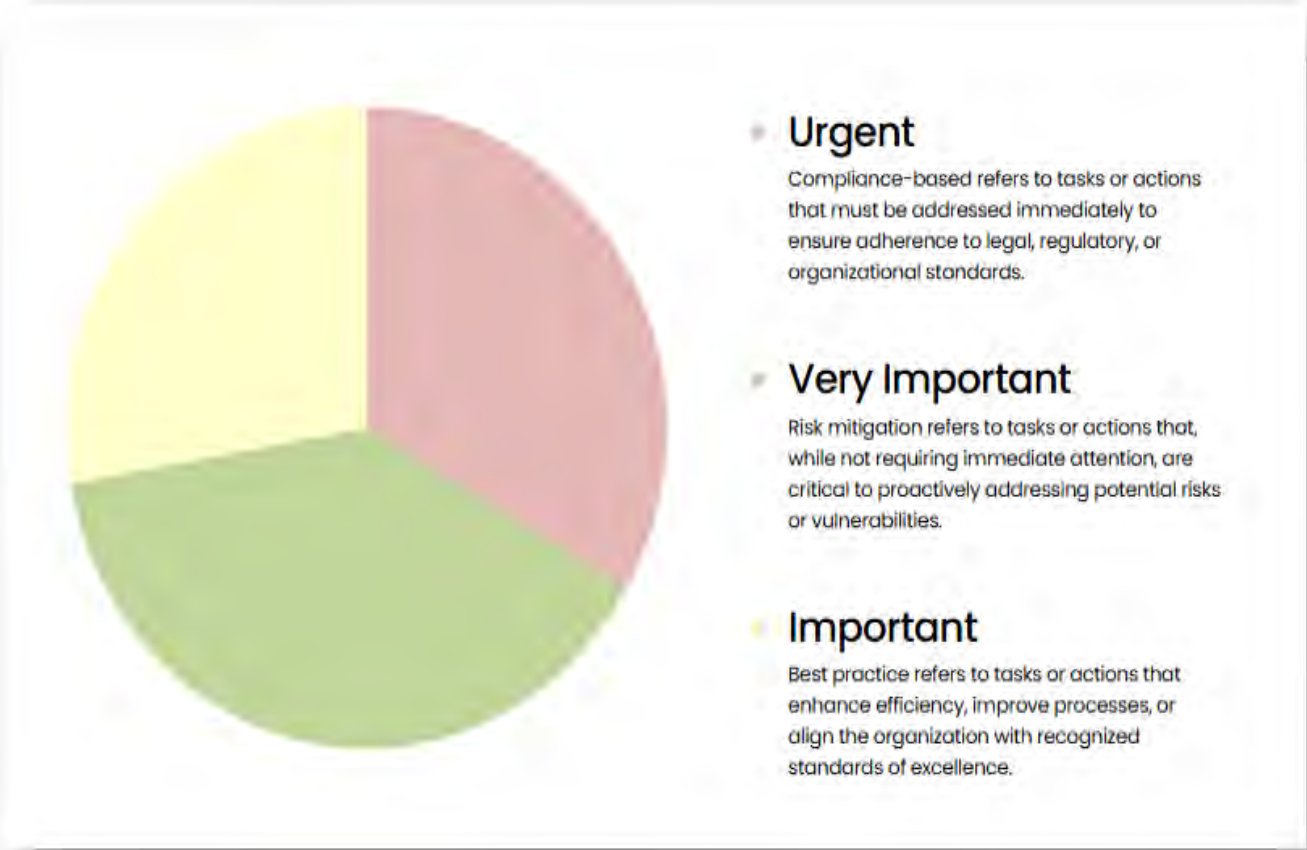
Conclusion

The audit findings highlight an opportunity to enhance HR resources to better support the Town's goals. The gaps identified appear to stem more from structural and resource limitations than from the team's efforts or performance. With targeted investments in HR expertise and infrastructure, the Town of Weaverville can build a more resilient and strategic HR function to support its workforce and future objectives.

We recommend exploring options to centralize HR tasks, allocate additional resources, and prioritize the areas identified in the audit. Our team is available to collaborate on developing an actionable plan to address these findings and strengthen HR operations for the Town.

Appendix A: SUMMARY OF RECOMMENDATIONS

PRIORITY SCHEDULE
1 - Urgent (compliance based)
2 - Very Important (risk mitigation)
3 - Important (best practice)



Conclusion of HR Audit.

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: January 27, 2025
Subject: Departmental Quarterly Report: Finance
Presenter: Town Finance Director
Attachments: Quarterly Report – 2nd Quarter FY 2025

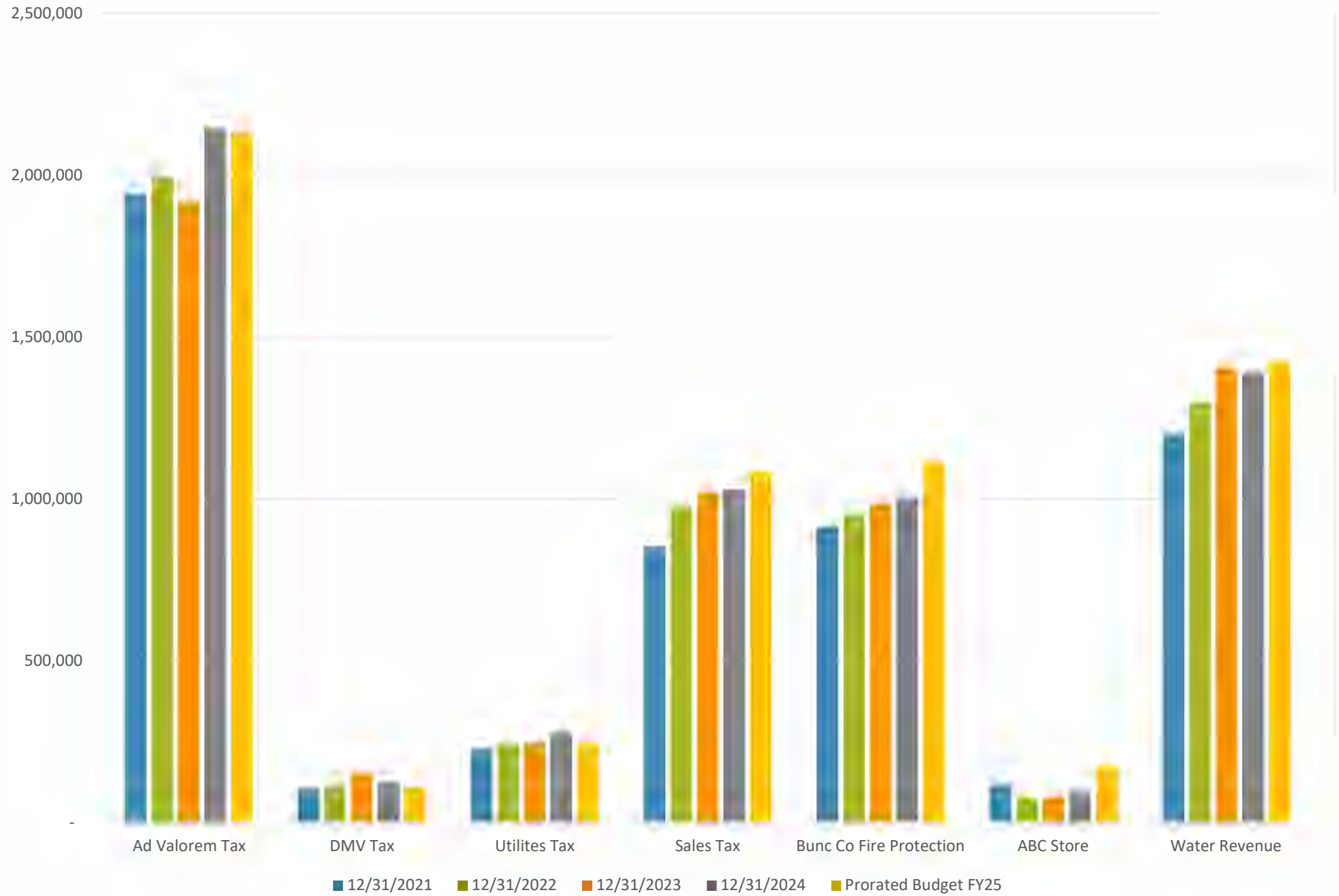
Description:

Attached please find the Finance Department’s quarterly report, with charts summarizing revenues and expenditures as of 12/31/2024, as well as updated summaries of the Recreation Complex Project, the Water Treatment Plant Expansion Project, the Water System Resiliency Project, and the Helene Disaster Response & Recovery Project.

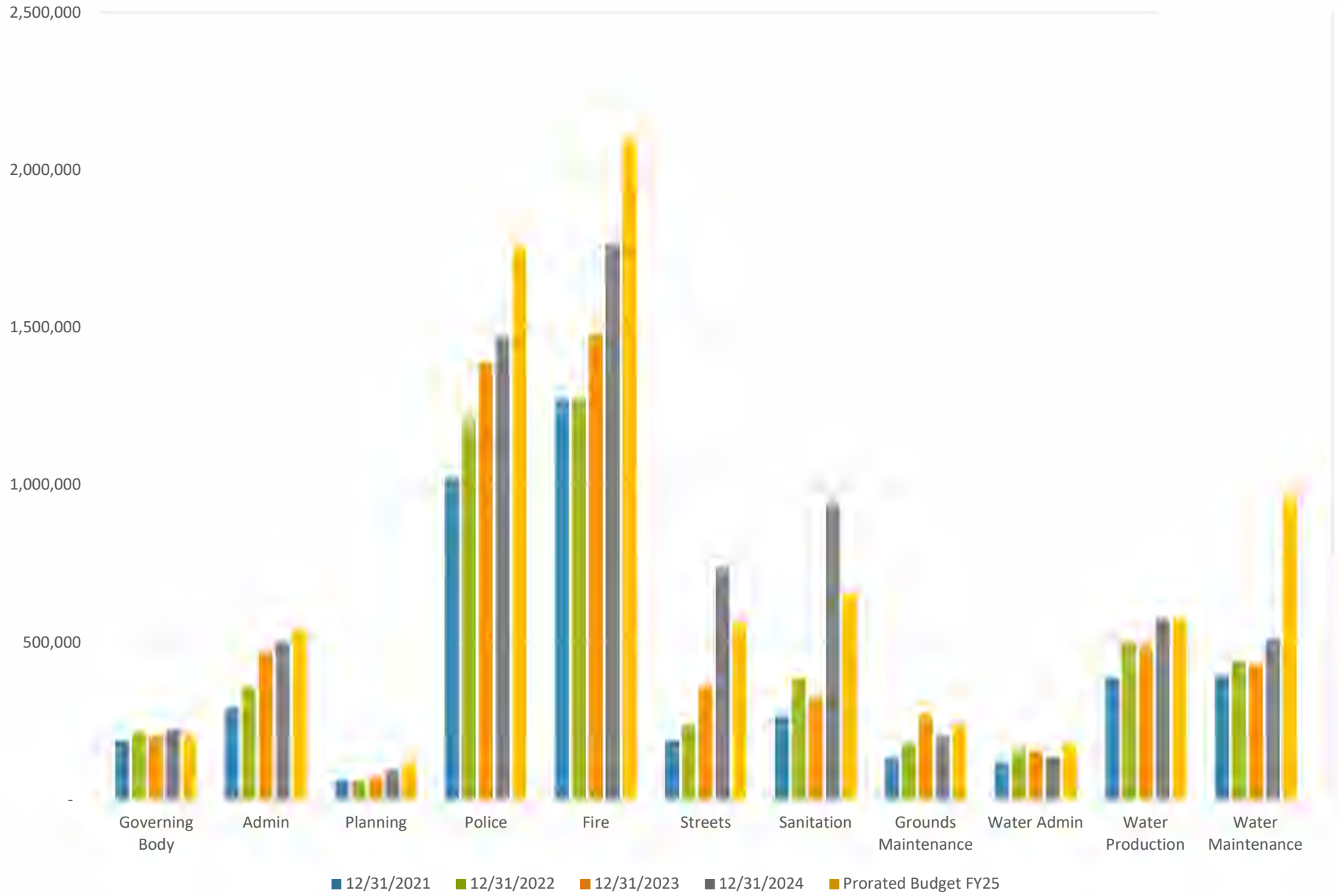
Council Action Requested:

No action requested.

YTD Revenue Analysis



YTD Expenditure Analysis



TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2024-2025

10/01/2024 TO 12/31/2024

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
REVENUE:				
010-004-300-04010 PRIOR YEAR TAX REVE	40.31	2,059.65	3,000.00	31
010-004-300-04020 AD VALOREM TAX REV	1,905,664.96	2,144,138.14	4,262,256.00	50
010-004-300-04025 DMV TAX REVENUE	61,848.81	122,925.83	221,402.00	44
010-004-300-04030 TAX PENALTIES & INTE	414.47	875.75	8,000.00	89
010-004-300-05010 UTILITIES TAX	157,762.57	276,648.68	490,661.00	44
010-004-300-05040 BEER & WINE TAX	0.00	0.00	19,000.00	100
010-004-300-05050 POWELL BILL DISTRIBU	81,933.11	163,866.24	148,440.00	-10
010-004-300-05060 LOCAL GOVT SALES TA	502,485.83	1,026,720.81	2,167,560.00	53
010-004-300-06040 ABC STORE DISTRIBUTI	92,057.15	92,057.15	350,000.00	74
010-004-300-06045 ABC STORE - ALCOHOL	4,168.17	4,168.17	4,168.17	0
010-004-300-06050 ABC STORE - POLICE DE	2,977.26	2,977.26	2,977.26	0
010-004-300-09015 CELL TOWER REVENUE	5,562.84	11,125.68	22,300.00	50
010-004-300-09020 MISCELLANEOUS REVE	3,642.70	7,273.46	8,000.00	9
010-004-300-09022 CONTRIBUTIONS COMM	720.96	913.00	240.86	-279
010-004-300-09025 CONTRIBUTIONS POLIC	0.00	0.00	323.33	100
010-004-300-09026 CONTRIBUTIONS FIRE E	0.00	0.00	323.33	100
010-004-300-09028 COPS FOR KIDS	6,256.00	6,256.00	4,275.00	-46
010-004-300-09030 INTEREST EARNED	119,174.52	253,814.11	287,647.00	12
010-004-300-09031 INTEREST EARNED POW	7,600.08	14,998.06	34,710.00	57
010-004-300-09039 CONTRIBUTIONS PUBLI	0.00	0.00	323.34	100
010-004-300-09040 PLANNING & ZONING FI	2,246.75	6,081.75	18,000.00	66
010-004-300-09041 FACILITY USE RENTAL	9,525.00	27,032.56	75,770.00	64
010-004-300-09043 PROPERTY INSURANCE	5,012.74	5,012.74	0.00	0
010-004-300-09044 PARKING ENFORCEMEN	330.00	1,110.00	3,400.00	67
010-004-300-09050 SALE OF PROPERTY	1,770.00	3,035.00	10,000.00	70
010-004-300-09052 FEES IN LIEU OF SIDEW.	262,560.00	262,560.00	0.00	0
010-004-310-09900 APPROPRIATED FUND B	0.00	0.00	2,981,637.86	100
030-004-300-08010 WATER REVENUE	625,144.48	1,391,649.06	2,847,745.00	51
030-004-300-08020 MISCELLANEOUS REVE	47,161.05	72,282.30	20,000.00	-261
030-004-300-08030 WATER TAPS	0.00	3,000.00	22,680.00	87
030-004-300-08040 SYSTEM DEVELOPME	17,875.00	26,125.00	150,600.00	83
030-004-300-08060 FEES FOR MSD COLLEC	21,198.55	41,754.72	82,426.00	49
030-004-300-09030 INTEREST EARNED	0.00	0.00	130,153.00	100
030-004-310-09900 APPROPRIATED FUND B	0.00	0.00	492,179.17	100
040-004-300-09045 FIRE INSPECTION FEEES	100.00	400.00	500.00	20
040-004-310-09901 APPROPRIATED FUND B	0.00	0.00	127,684.00	100
040-004-610-09900 BUNC CO FIRE PROTECT	498,083.55	1,004,989.24	2,227,144.00	55
TOTAL REVENUE	4,443,316.86	6,975,850.36	17,225,526.32	60
OTHER FINANCING SOURCE:				
040-000-300-60010 TRANSFER FROM GENE	0.00	0.00	1,882,385.00	100
040-000-300-60011 TRANSFER FROM GEN C	0.00	0.00	525,000.00	100
TOTAL OTHER FINANCING SOURCE	0.00	0.00	2,407,385.00	100

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AFTER TRANSFERS	<u>4,443,316.86</u>	<u>6,975,850.36</u>	<u>19,632,911.32</u>	
320 TRANSFERS				
OTHER FINANCING USE:				
010-004-320-60500 TRANSFER TO Nbfd SPI	0.00	0.00	1,882,385.00	100
011-004-320-60500 TRANSFER TO Nbfd SPI	0.00	0.00	525,000.00	100
031-004-320-60061 TRANSFER TO CAP PRO.	0.00	0.00	384,154.00	100
TOTAL OTHER FINANCING USE	<u>0.00</u>	<u>0.00</u>	<u>2,791,539.00</u>	<u>100</u>
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-2,791,539.00</u>	
411 GOVERNING BODY				
EXPENDITURE:				
010-410-411-12100 SALARIES & WAGES	9,150.00	18,300.00	36,600.00	50
010-410-411-12110 SALARIES & WAGES - LI	0.00	27,692.31	99,029.00	72
010-410-411-18100 FICA	699.99	3,523.95	10,376.00	66
010-410-411-18200 RETIREMENT	0.00	3,791.07	13,557.00	72
010-410-411-18210 401-K MATCH	0.00	1,661.53	5,941.00	72
010-410-411-18300 HEALTH INSURANCE	0.00	2,455.57	9,540.00	74
010-410-411-19000 PROFESSIONAL SERVICE	28,153.50	64,257.52	74,900.00	14
010-410-411-19500 CONTRACT LABOR	18,875.00	22,800.00	10,000.00	-128
010-410-411-26000 SUPPLIES / MATERIALS	0.00	0.00	500.00	100
010-410-411-31000 TRAVEL & TRAINING	93.80	93.80	2,000.00	95
010-410-411-32100 TELEPHONE/INTERNET	0.00	0.00	3,756.00	100
010-410-411-35100 BUILDING REPAIR / MAINTENANCE	9,311.19	10,894.14	30,000.00	64
010-410-411-39100 ADVERTISING	0.00	354.77	4,500.00	92
010-410-411-39200 NEWS LETTERS	0.00	0.00	1,000.00	100
010-410-411-39300 PRINTING	0.00	400.00	600.00	33
010-410-411-39500 DUES & SUBSCRIPTIONS	0.00	0.00	500.00	100
010-410-411-39510 COMMUNITY PROMOTIONS	20,015.19	56,202.61	74,000.00	24
010-410-411-39530 PUBLIC WI-FI	4,500.00	9,000.00	18,000.00	50
010-410-411-40450 INSURANCE	0.00	259.20	728.00	64
TOTAL EXPENDITURE	<u>90,798.67</u>	<u>221,686.47</u>	<u>395,527.00</u>	<u>44</u>
BEFORE TRANSFERS	<u>-90,798.67</u>	<u>-221,686.47</u>	<u>-395,527.00</u>	
AFTER TRANSFERS	<u>-90,798.67</u>	<u>-221,686.47</u>	<u>-395,527.00</u>	
412 ADMINISTRATION				
EXPENDITURE:				
010-410-412-12100 SALARIES & WAGES	87,189.58	260,444.60	453,341.00	43
010-410-412-18100 FICA	6,475.76	19,081.24	34,681.00	45
010-410-412-18200 RETIREMENT	2,154.01	25,872.61	62,062.00	58
010-410-412-18210 401-K MATCH	5,226.88	10,178.57	27,200.00	63
010-410-412-18300 HEALTH INSURANCE	11,786.00	26,184.42	72,309.00	64
010-410-412-18400 RETIREE HEALTH INSURANCE	2,508.24	5,139.61	11,796.00	56

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010-410-412-19000 PROFESSIONAL SERVIC	19,931.07	29,060.23	124,600.00	77
010-410-412-19600 TAX COLLECTION FEES	38,122.39	42,941.47	85,245.00	50
010-410-412-25000 VEHICLE SUPPLIES	0.00	23.38	1,100.00	98
010-410-412-26000 SUPPLIES / MATERIALS	4,159.62	6,677.76	24,000.00	72
010-410-412-31000 TRAVEL & TRAINING	1,726.07	1,992.93	13,000.00	85
010-410-412-32100 TELEPHONE / INTERNET	3,868.78	8,546.09	18,417.00	54
010-410-412-32500 POSTAGE	246.47	646.47	3,000.00	78
010-410-412-33100 UTILITIES	2,426.30	3,431.98	6,380.00	46
010-410-412-35100 BUILDING REPAIR / MAJ	11,377.22	12,877.22	35,000.00	63
010-410-412-35200 EQUIPMENT MAINTENAN	568.98	1,543.67	5,000.00	69
010-410-412-35300 VEHICLE MAINTENANC	0.00	0.00	500.00	100
010-410-412-39100 ADVERTISING	0.00	0.00	500.00	100
010-410-412-39500 DUES & SUBSCRIPTIONS	370.00	1,653.49	4,600.00	64
010-410-412-39600 BANK SERVICE CHARGI	3,915.43	7,909.11	12,000.00	34
010-410-412-39800 ESC REIMBURSEMENT	0.00	0.00	8,000.00	100
010-410-412-40450 INSURANCE	0.00	6,115.80	10,429.00	41
010-410-412-50100 SMALL EQUIPMENT	0.00	28,218.20	67,500.00	58
TOTAL EXPENDITURE	<u>202,052.80</u>	<u>498,538.85</u>	<u>1,080,660.00</u>	<u>54</u>
BEFORE TRANSFERS	<u>-202,052.80</u>	<u>-498,538.85</u>	<u>-1,080,660.00</u>	
AFTER TRANSFERS	<u>-202,052.80</u>	<u>-498,538.85</u>	<u>-1,080,660.00</u>	
413 PLANNING				
EXPENDITURE:				
010-410-413-12100 SALARIES & WAGES	36,474.54	56,983.59	152,934.00	63
010-410-413-18100 FICA	2,787.38	4,353.69	11,700.00	63
010-410-413-18200 RETIREMENT	4,993.34	7,801.02	20,937.00	63
010-410-413-18210 401-K MATCH	2,188.47	3,419.02	9,176.00	63
010-410-413-18300 HEALTH INSURANCE	3,066.01	5,519.04	22,438.00	75
010-410-413-19000 PROFESSIONAL SERVIC	8,827.13	10,290.45	10,000.00	-3
010-410-413-25000 VEHICLE SUPPLIES	0.00	0.00	1,000.00	100
010-410-413-26000 SUPPLIES / MATERIALS	224.73	241.23	1,500.00	84
010-410-413-31000 TRAVEL & TRAINING	0.00	0.00	5,000.00	100
010-410-413-32100 TELEPHONE / INTERNET	432.54	916.13	2,583.00	65
010-410-413-32500 POSTAGE	0.00	0.00	1,000.00	100
010-410-413-35300 VEHICLE MAINTENANC	10.00	10.00	1,000.00	99
010-410-413-39100 ADVERTISING	0.00	0.00	1,500.00	100
010-410-413-40450 INSURANCE	0.00	566.28	662.00	14
010-410-413-50100 SMALL EQUIPMENT	1,786.76	1,786.76	3,000.00	40
TOTAL EXPENDITURE	<u>60,790.90</u>	<u>91,887.21</u>	<u>244,430.00</u>	<u>62</u>
BEFORE TRANSFERS	<u>-60,790.90</u>	<u>-91,887.21</u>	<u>-244,430.00</u>	
AFTER TRANSFERS	<u>-60,790.90</u>	<u>-91,887.21</u>	<u>-244,430.00</u>	
431 POLICE				

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EXPENDITURE:				
010-430-431-12100 SALARIES & WAGES	454,922.52	794,456.16	1,759,583.65	55
010-430-431-12500 SEPARATION ALLOWAN	15,897.70	29,524.30	59,566.00	50
010-430-431-18100 FICA	34,599.05	60,329.26	135,741.00	56
010-430-431-18200 RETIREMENT	67,776.98	117,707.88	257,909.00	54
010-430-431-18210 401-K MATCH	25,054.45	43,492.90	102,889.00	58
010-430-431-18300 HEALTH INSURANCE	60,969.96	114,850.24	236,519.00	51
010-430-431-18400 RETIREE HEALTH INSUI	8,387.44	16,853.14	34,106.00	51
010-430-431-19000 PROFESSIONAL SERVIC	10,061.85	14,305.83	174,669.00	92
010-430-431-25000 VEHICLE SUPPLIES	3,485.21	8,563.02	69,690.00	88
010-430-431-26000 SUPPLIES / MATERIALS	3,953.22	6,665.44	14,323.33	53
010-430-431-26400 ALCOHOL EDUCATION ,	0.00	3,338.32	29,490.75	89
010-430-431-26450 ABC LAW ENFORCEMEN	58.01	197.96	10,917.21	98
010-430-431-26608 COPS FOR KIDS	0.00	0.00	5,068.13	100
010-430-431-26900 UNIFORMS	4,450.50	10,405.87	14,500.00	28
010-430-431-31000 TRAVEL & TRAINING	1,838.94	5,757.85	15,000.00	62
010-430-431-32100 TELEPHONE / INTERNET	6,503.42	11,897.00	30,784.00	61
010-430-431-32500 POSTAGE	5.55	106.50	250.00	57
010-430-431-33100 UTILITIES	1,266.69	2,252.35	7,135.00	68
010-430-431-35100 BUILDING REPAIR / MAI	7,844.26	7,903.81	40,757.00	81
010-430-431-35200 EQUIPMENT MAINTENA	1,786.30	2,581.60	17,500.00	85
010-430-431-35300 VEHICLE MAINTENANC	13,679.30	20,743.89	25,000.00	17
010-430-431-40450 INSURANCE	0.00	65,607.19	74,065.00	11
010-430-431-50100 SMALL EQUIPMENT	14,917.69	22,019.26	108,233.00	80
010-430-431-50300 CAPITAL IMPROVEMEN	41,121.77	104,296.02	169,616.00	39
010-430-431-50500 CAPITAL EQUIPMENT	0.00	3,626.92	124,000.00	97
TOTAL EXPENDITURE	<u>778,580.81</u>	<u>1,467,482.71</u>	<u>3,517,312.07</u>	<u>58</u>
BEFORE TRANSFERS	<u>-778,580.81</u>	<u>-1,467,482.71</u>	<u>-3,517,312.07</u>	
AFTER TRANSFERS	<u>-778,580.81</u>	<u>-1,467,482.71</u>	<u>-3,517,312.07</u>	

434 FIRE

EXPENDITURE:				
040-430-434-12100 SALARIES & WAGES	585,595.41	1,010,019.79	2,105,633.00	52
040-430-434-12800 RELIEF PAY	5,512.00	15,400.00	67,778.00	77
040-430-434-18100 FICA	43,438.42	75,133.98	166,266.00	55
040-430-434-18200 RETIREMENT	80,168.21	138,271.85	288,260.00	52
040-430-434-18210 401-K MATCH	26,073.57	46,070.86	108,638.00	58
040-430-434-18300 HEALTH INSURANCE	77,057.47	149,164.25	346,928.00	57
040-430-434-18400 RETIREE HEALTH INSUI	2,769.23	5,038.46	10,514.00	52
040-430-434-19000 PROFESSIONAL SERVIC	3,130.02	5,591.28	27,270.00	79
040-430-434-19900 CONTRACT WORK	45,000.00	45,000.00	45,000.00	0
040-430-434-25000 VEHICLE SUPPLIES	3,696.95	8,442.76	38,010.00	78
040-430-434-26000 SUPPLIES / MATERIALS	7,277.70	12,268.43	12,323.33	0
040-430-434-26100 MEDICAL VACINATION:	-116.64	403.36	14,260.00	97
040-430-434-26150 PREVENTION SUPPLIES	1,677.98	2,860.45	6,000.00	52

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040-430-434-26260 MEDICAL EQUIP & SUPP	1,194.72	3,278.42	13,500.00	76
040-430-434-26900 UNIFORMS	3,557.06	6,357.31	12,000.00	47
040-430-434-31000 TRAVEL & TRAINING	5,331.93	10,123.72	30,000.00	66
040-430-434-32100 TELEPHONE / INTERNET	5,375.41	10,985.76	29,427.00	63
040-430-434-33100 UTILITIES	5,102.33	8,742.74	15,800.00	45
040-430-434-35100 BUILDING REPAIR / MAI	3,742.55	10,920.68	51,880.00	79
040-430-434-35200 EQUIPMENT MAINTENA	1,053.58	2,130.80	20,000.00	89
040-430-434-35300 VEHICLE MAINTENANC	13,317.86	17,985.02	65,000.00	72
040-430-434-39500 DUES & SUBSCRIPTIONS	503.20	4,638.79	18,800.00	75
040-430-434-40450 INSURANCE	919.81	100,626.20	109,164.00	8
040-430-434-50100 SMALL EQUIPMENT	7,783.02	11,488.85	133,500.00	91
040-430-434-50300 CAPITAL IMPROVEMEN	35,272.00	63,490.00	70,544.00	10
040-430-434-50500 CAPITAL EQUIPMENT	0.00	0.00	378,000.00	100
TOTAL EXPENDITURE	964,433.79	1,764,433.76	4,184,495.33	58
BEFORE TRANSFERS	-964,433.79	-1,764,433.76	-4,184,495.33	
AFTER TRANSFERS	-964,433.79	-1,764,433.76	-4,184,495.33	
451 STREETS				
EXPENDITURE:				
010-450-451-12100 SALARIES & WAGES	63,869.95	112,237.69	225,900.00	50
010-450-451-18100 FICA	4,635.94	8,121.47	17,280.00	53
010-450-451-18200 RETIREMENT	8,743.77	15,365.31	30,926.00	50
010-450-451-18210 401-K MATCH	3,400.08	6,016.68	13,554.00	56
010-450-451-18300 HEALTH INSURANCE	9,329.40	18,402.33	36,925.00	50
010-450-451-19000 PROFESSIONAL SERVICE	553.19	852.31	7,500.00	89
010-450-451-19500 CONTRACT LABOR	0.00	0.00	24,480.00	100
010-450-451-19900 CONTRACT WORK	0.00	5,028.88	35,000.00	86
010-450-451-25000 VEHICLE SUPPLIES	4,424.48	6,424.36	11,500.00	44
010-450-451-26000 SUPPLIES / MATERIALS	3,717.84	5,378.45	40,000.00	87
010-450-451-26500 SAFETY MATERIALS	479.86	1,224.70	4,000.00	69
010-450-451-26900 UNIFORMS	0.00	0.00	4,000.00	100
010-450-451-31000 TRAVEL & TRAINING	870.00	870.00	5,000.00	83
010-450-451-32100 TELEPHONE / INTERNET	663.00	1,430.97	4,059.00	65
010-450-451-33100 UTILITIES	17,959.40	33,202.76	61,600.00	46
010-450-451-35100 BUILDING REPAIR / MAI	0.00	0.00	3,000.00	100
010-450-451-35200 EQUIPMENT MAINTENA	2,301.56	2,301.56	7,800.00	70
010-450-451-35300 VEHICLE MAINTENANC	0.00	52.00	7,000.00	99
010-450-451-39500 DUES & SUBSCRIPTIONS	0.00	0.00	1,000.00	100
010-450-451-40450 INSURANCE	0.00	12,336.90	13,836.00	11
010-450-451-50100 SMALL EQUIPMENT	0.00	0.00	3,000.00	100
010-450-451-50300 CAPITAL IMPROVEMEN	109,814.65	507,049.22	564,667.55	10
TOTAL EXPENDITURE	230,763.12	736,295.59	1,122,027.55	34
BEFORE TRANSFERS	-230,763.12	-736,295.59	-1,122,027.55	

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AFTER TRANSFERS	<u>-230,763.12</u>	<u>-736,295.59</u>	<u>-1,122,027.55</u>	
459 POWELL BILL				
EXPENDITURE:				
010-450-459-12100 SALARIES & WAGES	3,182.41	5,541.61	12,686.00	56
010-450-459-18100 FICA	228.79	396.64	970.00	59
010-450-459-18200 RETIREMENT	435.65	758.63	1,737.00	56
010-450-459-18210 401-K MATCH	106.32	190.77	761.00	75
010-450-459-18300 HEALTH INSURANCE	311.10	708.95	1,600.00	56
010-450-459-50300 CAPITAL IMPROVEMEN	0.00	0.00	540,630.00	100
TOTAL EXPENDITURE	<u>4,264.27</u>	<u>7,596.60</u>	<u>558,384.00</u>	<u>99</u>
BEFORE TRANSFERS	<u>-4,264.27</u>	<u>-7,596.60</u>	<u>-558,384.00</u>	
AFTER TRANSFERS	<u>-4,264.27</u>	<u>-7,596.60</u>	<u>-558,384.00</u>	
471 SANITATION				
EXPENDITURE:				
010-470-471-12100 SALARIES & WAGES	94,068.51	161,303.20	308,288.00	48
010-470-471-18100 FICA	7,032.25	12,024.04	22,341.00	46
010-470-471-18200 RETIREMENT	11,419.97	19,571.46	39,980.00	51
010-470-471-18210 401-K MATCH	4,414.10	7,387.18	17,522.00	58
010-470-471-18300 HEALTH INSURANCE	13,815.97	27,920.34	59,271.00	53
010-470-471-19000 PROFESSIONAL SERVIC	292.12	536.02	2,000.00	73
010-470-471-19500 CONTRACT LABOR	0.00	0.00	16,320.00	100
010-470-471-19900 CONTRACT WORK	8.00	8.00	0.00	0
010-470-471-25000 VEHICLE SUPPLIES	14,672.53	20,566.82	30,000.00	31
010-470-471-26000 SUPPLIES / MATERIALS	-968.76	-419.10	11,000.00	104
010-470-471-26500 SAFETY MATERIALS	479.86	1,516.59	7,000.00	78
010-470-471-26900 UNIFORMS	269.94	269.94	8,500.00	97
010-470-471-31000 TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-470-471-32100 TELEPHONE / INTERNET	359.91	829.05	2,325.00	64
010-470-471-33100 UTILITIES	609.36	1,035.76	4,000.00	74
010-470-471-35100 BUILDING REPAIR / MAI	0.00	0.00	3,000.00	100
010-470-471-35200 EQUIPMENT MAINTENA	1,285.87	2,489.49	15,000.00	83
010-470-471-35300 VEHICLE MAINTENANC	4,040.01	6,624.37	29,000.00	77
010-470-471-40100 TIPPING FEES	14,370.65	27,472.44	76,000.00	64
010-470-471-40450 INSURANCE	1,983.11	41,602.38	46,246.00	10
010-470-471-50100 SMALL EQUIPMENT	6,832.73	6,832.73	7,500.00	9
010-470-471-50500 CAPITAL EQUIPMENT	222,000.00	597,914.47	601,884.00	1
TOTAL EXPENDITURE	<u>396,986.13</u>	<u>935,485.18</u>	<u>1,308,677.00</u>	<u>29</u>
BEFORE TRANSFERS	<u>-396,986.13</u>	<u>-935,485.18</u>	<u>-1,308,677.00</u>	
AFTER TRANSFERS	<u>-396,986.13</u>	<u>-935,485.18</u>	<u>-1,308,677.00</u>	

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2024-2025

10/01/2024 TO 12/31/2024

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
473 STORMWATER MANAGEMENT				
EXPENDITURE:				
010-470-473-12100 SALARIES & WAGES	15,613.32	27,800.58	57,622.00	52
010-470-473-18100 FICA	1,148.13	2,040.46	4,408.00	54
010-470-473-18200 RETIREMENT	2,137.45	3,805.90	7,888.00	52
010-470-473-18210 401-K MATCH	772.06	1,389.12	3,457.00	60
010-470-473-18300 HEALTH INSURANCE	2,196.27	4,357.15	6,560.00	34
010-470-473-19000 PROFESSIONAL SERVICE	0.00	0.00	13,000.00	100
010-470-473-19500 CONTRACT LABOR	0.00	0.00	24,480.00	100
010-470-473-26000 SUPPLIES / MATERIALS	24.99	571.09	3,000.00	81
010-470-473-31000 TRAVEL / TRAINING	0.00	0.00	2,000.00	100
010-470-473-35200 EQUIPMENT MAINTENANCE	0.00	0.00	1,000.00	100
010-470-473-39500 DUES AND SUBSCRIPTIONS	0.00	0.00	1,500.00	100
010-470-473-40450 INSURANCE	0.00	1,773.38	2,000.00	11
010-470-473-50300 CAPITAL IMPROVEMENTS	0.00	0.00	136,000.00	100
TOTAL EXPENDITURE	<u>21,892.22</u>	<u>41,737.68</u>	<u>262,915.00</u>	<u>84</u>
BEFORE TRANSFERS	<u>-21,892.22</u>	<u>-41,737.68</u>	<u>-262,915.00</u>	
AFTER TRANSFERS	<u>-21,892.22</u>	<u>-41,737.68</u>	<u>-262,915.00</u>	
612 GROUNDS MAINTENANCE				
EXPENDITURE:				
010-600-612-12100 SALARIES & WAGES	60,498.34	105,572.33	175,523.00	40
010-600-612-18100 FICA	4,313.15	7,491.17	13,427.00	44
010-600-612-18200 RETIREMENT	7,874.57	13,037.78	24,029.00	46
010-600-612-18210 401-K MATCH	3,019.17	4,856.92	10,531.00	54
010-600-612-18300 HEALTH INSURANCE	7,892.92	17,050.20	38,407.00	56
010-600-612-19000 PROFESSIONAL SERVICE	1,208.93	2,102.20	3,000.00	30
010-600-612-19500 CONTRACT LABOR	0.00	0.00	24,480.00	100
010-600-612-19900 CONTRACT WORK	0.00	187.98	15,000.00	99
010-600-612-25000 VEHICLE SUPPLIES	269.25	953.64	7,500.00	87
010-600-612-26000 SUPPLIES / MATERIALS	6,298.54	9,671.86	32,323.34	70
010-600-612-26500 SAFETY MATERIALS	190.95	355.90	2,500.00	86
010-600-612-26900 UNIFORMS	0.00	0.00	3,500.00	100
010-600-612-31000 TRAVEL & TRAINING	0.00	0.00	1,500.00	100
010-600-612-32100 TELEPHONE / INTERNET	331.50	715.49	1,782.00	60
010-600-612-33100 UTILITIES	5,580.05	9,020.53	18,500.00	51
010-600-612-35100 BUILDING REPAIR / MAINTENANCE	0.00	26.12	1,500.00	98
010-600-612-35200 EQUIPMENT MAINTENANCE	33.47	1,283.75	5,000.00	74
010-600-612-35300 VEHICLE MAINTENANCE	107.05	107.05	1,100.00	90
010-600-612-40450 INSURANCE	0.00	7,450.96	8,732.00	15
010-600-612-50100 SMALL EQUIPMENT	0.00	215.98	1,500.00	86
010-600-612-50300 CAPITAL IMPROVEMENTS	0.00	20,865.02	85,000.00	75
TOTAL EXPENDITURE	<u>97,617.89</u>	<u>200,964.88</u>	<u>474,834.34</u>	<u>58</u>

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2024-2025

10/01/2024 TO 12/31/2024

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
BEFORE TRANSFERS	-97,617.89	-200,964.88	-474,834.34	
AFTER TRANSFERS	-97,617.89	-200,964.88	-474,834.34	
614 COMMUNITY CENTER				
EXPENDITURE:				
010-600-614-12100 SALARIES & WAGES	32,439.88	52,558.39	126,451.00	58
010-600-614-18100 FICA	2,414.24	3,894.75	7,047.00	45
010-600-614-18200 RETIREMENT	4,323.02	7,077.22	12,611.00	44
010-600-614-18210 401-K MATCH	403.43	734.20	5,527.00	87
010-600-614-18300 HEALTH INSURANCE	3,400.65	8,180.21	15,014.00	46
010-600-614-19000 PROFESSIONAL SERVICE	4,523.31	15,543.27	12,980.00	-20
010-600-614-26000 SUPPLIES / MATERIALS	959.56	2,898.10	13,880.00	79
010-600-614-32100 TELEPHONE / INTERNET	2,795.50	5,621.40	16,141.00	65
010-600-614-33100 UTILITIES	2,203.26	3,833.61	11,858.00	68
010-600-614-35100 BUILDING REPAIR / MAINTENANCE	-382.50	-1,812.50	16,600.00	111
010-600-614-35200 EQUIPMENT MAINTENANCE	0.00	0.00	2,000.00	100
010-600-614-39510 COMMUNITY PROGRAM	2,550.00	6,750.00	18,740.86	64
010-600-614-40450 INSURANCE	0.00	4,424.68	5,590.00	21
010-600-614-50100 SMALL EQUIPMENT	53.06	53.06	2,500.00	98
TOTAL EXPENDITURE	55,683.41	109,756.39	266,939.86	59
BEFORE TRANSFERS	-55,683.41	-109,756.39	-266,939.86	
AFTER TRANSFERS	-55,683.41	-109,756.39	-266,939.86	
711 WATER ADMINISTRATION				
EXPENDITURE:				
030-700-711-12100 SALARIES & WAGES	39,917.95	72,198.77	175,581.00	59
030-700-711-18100 FICA	2,956.38	5,330.07	12,189.00	56
030-700-711-18200 RETIREMENT	5,464.75	9,884.03	21,813.00	55
030-700-711-18210 401-K MATCH	2,327.59	4,237.43	9,560.00	56
030-700-711-18300 HEALTH INSURANCE	5,401.01	11,330.28	31,594.00	64
030-700-711-19000 PROFESSIONAL SERVICE	2,523.07	4,352.44	45,000.00	90
030-700-711-25000 VEHICLE SUPPLIES	65.89	242.56	3,000.00	92
030-700-711-26000 SUPPLIES / MATERIALS	641.35	779.02	3,500.00	78
030-700-711-26500 SAFETY MATERIALS	0.00	108.95	1,200.00	91
030-700-711-26900 UNIFORMS	82.41	82.41	800.00	90
030-700-711-31000 TRAVEL & TRAINING	259.77	259.77	1,800.00	86
030-700-711-32100 TELEPHONE / INTERNET	1,196.55	2,547.74	6,138.00	58
030-700-711-32500 POSTAGE	4,907.30	7,767.63	14,000.00	45
030-700-711-35300 VEHICLE MAINTENANCE	0.00	0.00	1,000.00	100
030-700-711-39500 DUES & SUBSCRIPTIONS	2,580.00	5,980.00	5,000.00	-20
030-700-711-40450 INSURANCE	0.00	10,861.38	15,917.00	32
030-700-711-50100 SMALL EQUIPMENT	0.00	0.00	6,500.00	100
TOTAL EXPENDITURE	68,324.02	135,962.48	354,592.00	62

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2024-2025

10/01/2024 TO 12/31/2024

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
BEFORE TRANSFERS	-68,324.02	-135,962.48	-354,592.00	
AFTER TRANSFERS	-68,324.02	-135,962.48	-354,592.00	
712 WATER PRODUCTION				
EXPENDITURE:				
030-700-712-12100 SALARIES & WAGES	106,275.76	187,823.64	373,240.00	50
030-700-712-18100 FICA	7,822.36	13,838.89	28,553.00	52
030-700-712-18200 RETIREMENT	14,549.12	25,713.03	51,096.00	50
030-700-712-18210 401-K MATCH	4,815.29	8,282.89	22,394.00	63
030-700-712-18300 HEALTH INSURANCE	15,165.11	29,383.13	68,149.00	57
030-700-712-19000 PROFESSIONAL SERVICE	3,892.57	5,647.39	18,000.00	69
030-700-712-19600 WATER TESTING / MAIN	3,593.60	5,930.60	17,000.00	65
030-700-712-19900 CONTRACT WORK	1,440.00	2,080.20	9,000.00	77
030-700-712-20000 CHEMICALS	29,818.36	55,024.47	112,000.00	51
030-700-712-25000 VEHICLE SUPPLIES	375.23	910.41	5,000.00	82
030-700-712-26000 SUPPLIES / MATERIALS	777.04	2,242.53	10,000.00	78
030-700-712-26500 SAFETY MATERIALS	0.00	214.21	1,500.00	86
030-700-712-26900 UNIFORMS	1,524.59	1,524.59	3,000.00	49
030-700-712-27001 LAB SUPPLIES	5,817.30	10,570.44	25,000.00	58
030-700-712-31000 TRAVEL & TRAINING	2,088.38	3,297.38	4,000.00	18
030-700-712-32100 TELEPHONE / INTERNET	798.84	1,568.86	6,765.00	77
030-700-712-33100 UTILITIES	25,018.38	41,701.02	141,000.00	70
030-700-712-34000 SLUDGE REMOVAL	0.00	67,444.56	67,444.56	0
030-700-712-35100 BUILDING REPAIR / MAINT	5,254.06	12,416.82	26,000.00	52
030-700-712-35200 EQUIPMENT MAINTENANCE	900.60	900.60	8,000.00	89
030-700-712-35300 VEHICLE MAINTENANCE	1,200.47	1,391.22	4,000.00	65
030-700-712-40450 INSURANCE	360.16	13,919.36	17,551.00	21
030-700-712-40900 WATER PURCHASES	0.00	0.00	6,000.00	100
030-700-712-50100 SMALL EQUIPMENT	1,231.37	3,431.37	5,000.00	31
030-700-712-50500 CAPITAL EQUIPMENT	57,294.27	79,974.73	122,245.44	35
TOTAL EXPENDITURE	290,012.86	575,232.34	1,151,938.00	50
BEFORE TRANSFERS	-290,012.86	-575,232.34	-1,151,938.00	
AFTER TRANSFERS	-290,012.86	-575,232.34	-1,151,938.00	
713 WATER MAINTENANCE				
EXPENDITURE:				
030-700-713-12100 SALARIES & WAGES	116,867.11	197,495.30	336,476.00	41
030-700-713-18100 FICA	8,513.11	14,389.27	25,740.00	44
030-700-713-18200 RETIREMENT	15,999.20	27,037.23	46,063.00	41
030-700-713-18210 401-K MATCH	4,140.59	7,040.87	20,189.00	65
030-700-713-18300 HEALTH INSURANCE	18,365.52	35,012.10	78,511.00	55
030-700-713-18400 RETIREE HEALTH INSURANCE	4,868.29	9,634.03	22,365.00	57
030-700-713-19000 PROFESSIONAL SERVICE	1,741.89	2,666.36	35,000.00	92

TOWN OF WEAVERVILLE
REVENUE & EXPENDITURE STATEMENT BY DEPARTMENT

FY 2024-2025

10/01/2024 TO 12/31/2024

	<u>CURRENT PERIOD</u>	<u>YEAR-TO-DATE</u>	<u>BUDGETED</u>	<u>% BUDGET REM</u>
030-700-713-19500 CONTRACT LABOR	0.00	0.00	24,880.00	100
030-700-713-19900 CONTRACT WORK	310.00	316.00	20,000.00	98
030-700-713-25000 VEHICLE SUPPLIES	3,122.74	4,866.18	22,900.00	79
030-700-713-26000 SUPPLIES / MATERIALS	38,663.99	54,688.27	139,463.71	61
030-700-713-26500 SAFETY MATERIALS	479.86	1,510.56	4,500.00	66
030-700-713-26900 UNIFORMS	2,760.00	2,781.98	10,760.00	74
030-700-713-31000 TRAVEL & TRAINING	440.00	640.00	4,400.00	85
030-700-713-32100 TELEPHONE / INTERNET	1,028.97	2,073.54	7,380.00	72
030-700-713-33100 UTILITIES	9,226.09	12,996.82	31,000.00	58
030-700-713-35100 BUILDING REPAIR / MAI	0.00	247.14	10,000.00	98
030-700-713-35200 EQUIPMENT MAINTENA	3,457.90	4,267.90	15,000.00	72
030-700-713-35300 VEHICLE MAINTENANC	686.37	3,245.39	6,900.00	53
030-700-713-39410 EQUIPMENTAL RENTAL	0.00	0.00	1,200.00	100
030-700-713-39500 DUES & SUBSCRIPTIONS	0.00	0.00	1,800.00	100
030-700-713-40450 INSURANCE	289.71	11,151.09	16,142.00	31
030-700-713-50100 SMALL EQUIPMENT	0.00	0.00	8,500.00	100
030-700-713-50300 CAPITAL IMPROVEMEN	3,285.00	12,713.00	907,651.46	99
030-700-713-50500 CAPITAL EQUIPMENT	106,506.13	106,506.13	136,473.00	22
TOTAL EXPENDITURE	<u>340,752.47</u>	<u>511,279.16</u>	<u>1,933,294.17</u>	<u>74</u>
BEFORE TRANSFERS	<u>-340,752.47</u>	<u>-511,279.16</u>	<u>-1,933,294.17</u>	
AFTER TRANSFERS	<u>-340,752.47</u>	<u>-511,279.16</u>	<u>-1,933,294.17</u>	
910 DEBT SERVICE				
EXPENDITURE:				
030-910-910-60020 USDA LOAN PAYMENT	0.00	0.00	93,640.00	100
030-910-910-60030 RESERVE FOR BOND PA	11,659.60	11,659.60	207,319.00	94
040-910-910-91061 LOAN PAYMENT - FIRE	0.00	53,540.84	53,541.00	0
TOTAL EXPENDITURE	<u>11,659.60</u>	<u>65,200.44</u>	<u>354,500.00</u>	<u>82</u>
BEFORE TRANSFERS	<u>-11,659.60</u>	<u>-65,200.44</u>	<u>-354,500.00</u>	
AFTER TRANSFERS	<u>-11,659.60</u>	<u>-65,200.44</u>	<u>-354,500.00</u>	
999 OTHER FUNDING USES				
EXPENDITURE:				
010-005-999-90000 CONTINGENCY	0.00	0.00	10,000.00	100
030-005-999-90000 CONTINGENCY	0.00	0.00	5,000.00	100
TOTAL EXPENDITURE	<u>0.00</u>	<u>0.00</u>	<u>15,000.00</u>	<u>100</u>
BEFORE TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-15,000.00</u>	
AFTER TRANSFERS	<u>0.00</u>	<u>0.00</u>	<u>-15,000.00</u>	

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

	BUDGETED	PAID IN FY 2022	PAID IN FY 2023	PAID IN FY 2024	12/31/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING	
EXPENDITURE:									
070-300-000-19900	CONSTRUCTION COST	369,630.00		326,049.45	44,460.24	370,509.69	(879.69)	0%	
070-300-000-19002	ARCHITECTURAL FEES	14,500.00		12,872.22	1,894.80	14,767.02	(267.02)	-2%	
070-300-000-19008	ENGINEERING FEES					-	-	0%	
070-300-000-19003	FIXTURES & EQUIPMENT	85,000.00	16,295.00	64,745.42	479.00	81,519.42	3,480.58	4%	
070-300-000-19007	LANDSCAPING/SITE-WORK	11,000.00		10,955.67		10,955.67	44.33	0%	
070-300-000-90000	CONTINGENCY	-				-	-	0%	
	TOTAL EXPENDITURE	480,130.00	16,295.00	12,872.22	403,645.34	44,939.24	477,751.80	2,378.20	0%
FINANCING SOURCE:									
070-000-300-60010	TRANSFER FROM GENERAL FUND	449,633.07		1,429.37	403,645.34	42,180.16	447,254.87	2,378.20	1%
	APPROPRIATED FUND BAL (FROM PHASE 1)	18,997.55	16,295.00	2,702.55		18,997.55	-	0%	
070-000-300-60020	FUNDRAISING CONTRIBUTIONS	11,499.38		8,740.30	2,759.08	11,499.38	-	0%	
	TOTAL FINANCING SOURCE	480,130.00	16,295.00	12,872.22	403,645.34	44,939.24	477,751.80	2,378.20	0%

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

	BUDGETED	PAID IN FY 2021	PAID IN FY 2022	PAID IN FY 2023	PAID IN FY 2024	12/31/2024 YEAR-TO-DATE	CUMULATIVE TOTAL	REMAINING BALANCE	% BUDGET REMAINING
EXPENDITURE:									
061-300-000-19005	CONSTRUCTION ADMIN	-	-	-	-	-	-	-	0%
061-300-000-19007	LEGAL SERVICES	-	-	-	-	-	-	-	0%
061-300-000-19008	ENGINEERING FEES	1,068,740.00	23,850.00	316,029.98	9,375.00	242,463.75	591,718.73	477,021.27	45%
061-300-000-19009	INTEREST ON INTERIM	-	-	-	-	-	-	-	0%
061-300-000-19900	CONSTRUCTION COST	18,634,000.00	-	-	-	-	-	18,634,000.00	0%
061-300-000-90000	CONTINGENCY	497,035.00	-	-	-	-	-	497,035.00	0%
TOTAL EXPENDITURE		20,199,775.00	23,850.00	316,029.98	9,375.00	242,463.75	591,718.73	19,608,056.27	97%
FINANCING SOURCE:									
061-000-300-60031	TRANSFER FROM WATER CAPITAL RESERVE	724,038.00	23,850.00	316,029.98	9,375.00	-	349,254.98	374,783.02	52%
061-000-300-60030	TRANSFER FROM WATER FUND	917,342.00	-	-	-	242,463.75	242,463.75	674,878.25	74%
061-000-300-60030	TRANSFER FROM WATER FUND - ARP	1,283,395.00	-	-	-	-	-	1,283,395.00	
061-000-300-60034	LOAN FROM GENERAL FUND	1,500,000.00	-	-	-	-	-	1,500,000.00	
061-000-300-60035	PROCEEDS FROM GRANT FUNDING	15,775,000.00	-	-	-	-	-	15,775,000.00	0%
TOTAL FINANCING SOURCE		20,199,775.00	23,850.00	316,029.98	9,375.00	242,463.75	591,718.73	19,608,056.27	97%

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

	<u>BUDGETED</u>	<u>PAID IN FY 2023</u>	<u>PAID IN FY 2024</u>	<u>12/31/2024 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>	<u>% BUDGET REMAINING</u>
EXPENDITURE:							
063-300-000-19003 FIXTURES AND EQUIPMENT	1,196,400.00	-	20,417.98	266,674.72	20,417.98	1,175,982.02	98%
063-300-000-19005 CONSTRUCTION ADMIN	-	-	-	-	-	-	0%
063-300-000-19007 LEGAL SERVICES	-	-	-	-	-	-	0%
063-300-000-19008 ENGINEERING FEES	98,500.00	16,750.00	25,500.00	-	42,250.00	56,250.00	57%
063-300-000-19009 INTEREST ON INTERIM	-	-	-	-	-	-	0%
063-300-000-19900 CONSTRUCTION COST	403,600.00	-	-	-	-	403,600.00	0%
063-300-000-90000 CONTINGENCY	-	-	-	-	-	-	0%
TOTAL EXPENDITURE	<u>1,698,500.00</u>	<u>16,750.00</u>	<u>45,917.98</u>	<u>266,674.72</u>	<u>62,667.98</u>	<u>1,635,832.02</u>	<u>96%</u>
FINANCING SOURCE:							
063-000-300-60030 TRANSFER FROM WATER FUND	<u>1,698,500.00</u>	<u>16,750.00</u>	<u>45,917.98</u>	<u>266,674.72</u>	<u>62,667.98</u>	<u>1,635,832.02</u>	<u>96%</u>
TOTAL FINANCING SOURCE	<u>1,698,500.00</u>	<u>16,750.00</u>	<u>45,917.98</u>	<u>266,674.72</u>	<u>62,667.98</u>	<u>1,635,832.02</u>	<u>96%</u>

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

	<u>BUDGETED</u>	<u>12/31/2024 YEAR-TO-DATE</u>	<u>CUMULATIVE TOTAL</u>	<u>REMAINING BALANCE</u>	<u>% BUDGET REMAINING</u>
EXPENDITURE:					
051-300-000-19002 DEBRIS REMOVAL	3,107,713.00	338,426.90	338,426.90	2,769,286.10	89%
051-300-000-19003 DEBRIS MANAGEMENT SITE	60,000.00	60,000.00	60,000.00	-	0%
051-300-000-19005 EMERGENCY REPAIRS	107,713.00	79,126.30	79,126.30	28,586.70	0%
051-300-000-19500 WATER LINE REPAIRS	250,000.00	243,703.80	243,703.80	6,296.20	0%
051-300-000-19510 WATER SYSTEM REPAIRS	167,714.00	74,273.85	74,273.85	93,440.15	0%
051-300-000-19600 GRANT ADMINISTRATIVE SERVICES	15,000.00	-	-	15,000.00	0%
TOTAL EXPENDITURE	<u>3,708,140.00</u>	<u>795,530.85</u>	<u>795,530.85</u>	<u>2,912,609.15</u>	<u>79%</u>
FINANCING SOURCE:					
051-000-000-07073 FEMA GRANT FUNDS	3,708,140.00	795,530.85	795,530.85	2,912,609.15	79%
TOTAL FINANCING SOURCE	<u>3,708,140.00</u>	<u>795,530.85</u>	<u>795,530.85</u>	<u>2,912,609.15</u>	<u>79%</u>

TOWN OF WEAVERVILLE
TOWN COUNCIL AGENDA ITEM

Date of Meeting: Monday, January 27, 2025

Subject: Planning Department Report for the 4th Quarter of Calendar Year 2024 and Calendar Year End

Presenter: Planning Director

Attachments: Planning Department Report – Q4, 2024 and Year End

Description:

Attached you will find a report reflective of permits issued in October, November and December 2024 and Planning Board and Board of Adjustment activity during the same time. Year end numbers as well as year over year comparisons have also been provided.

Action Requested:

None



Planning Department Report – Q4 Calendar Year 2024

Zoning Permits: Total: 31

Residential, New Construction: 21

Residential, Addition or Upfit: 5

Commercial, New Construction: 0

Commercial, Addition or Upfit: 5

Permitting Related to Hurricane Helene:

- **No zoning permits were applied for between September 27, 2024 (date of the storm) and October 22, 2024 (date of first application following the storm).**
- **3 residential zoning permits were issued as a result of damage incurred during the storm. These permits were issued free of charge as per the Disaster Recovery Act of 2024.**

Planning Department Report – Year End 2024

Total Number of Zoning Permits Issued in 2024: 116

Residential, new construction or addition or renovation: 93

Commercial, new construction or addition or renovation: 23

Year over Year Zoning Permit Comparisons

2023: Residential, 94; Commercial, 23; Total, 117

2022: Residential, 82; Commercial, 16; Total, 98

2021: Residential, 155; Commercial, 27; Total, 182

2020: Residential, 101; Commercial, 25; Total, 126

2019: Residential, 102; Commercial, 25; Institutional, 2; Total, 129

2018: Residential, 100; Commercial, 23; Total, 123

2017: Residential, 102; Commercial, 18; Total, 120

2016: Residential, 79; Commercial, 8; Total, 87

2015: Residential, 27; Commercial, 4; Total, 31

2014: Residential, 49; Commercial, 4; Total, 53 (with ETJ)

Meetings of the Planning Board and Board of Adjustment

Planning Board Activity:

October: The October meeting of the Planning Board was cancelled in the aftermath of Hurricane Helene.

November: Text Amendments previously under consideration were put on hold as staff received two applications for conditional districts. The Board gave initial consideration for a proposed conditional district for 21 Parker Cove Road and a proposed conditional district for AdventHealth near the intersection of 25/70 and Monticello Road. The Board also reviewed and offered a positive recommendation to Town Council on an update of the Comprehensive Land Use Plan.

December: The Board held additional discussions on the two proposed conditional districts for 21 Parker Cove Road and AdventHealth. Though not required, the community meeting made requisite by conditional districts were held for both projects between these two meetings of the Planning Board. A report reflective of these Community Meetings were available for the Planning Board's consideration. The Planning Board offered a recommendation to Town Council on these proposed conditional districts.

Board of Adjustment Activity:

December: The Board conducted an evidentiary hearing on a proposed variance for the property commonly know as 9 North Street. Following the closure of the evidentiary hearing, a motion was made to approve the variance, but such motion only obtained 3 total votes. Therefore, the motion failed, and the variance was denied, as the motion failed to meet the required 4/5 standard for a vote on a variance. Staff has since been supplied with a compliant site plan for the subject property and work is underway to correct the nonconformity which was created.