

Livestreaming of meeting via the “Live” Tab on the Town’s YouTube Channel –  
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 Meeting recordings viewable under the “Videos” Tab  
*(unless technical difficulties are experienced)*

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

# Proclamation

**WHEREAS**, Rodney Edwards has operated Rodney’s Auto Service on Main Street of Weaverville since September 1, 2004; and

**WHEREAS**, from approximately 2005 to 2021 Rodney partnered with the Weaverville Police and hosted the “Cops for Kids Bike Run” to provide support for children and families within the Weaverville area; and

**WHEREAS**, from approximately 2006 to 2022 Rodney organized and ran the “Rodney’s Bike Night” where he hosted roughly 96 events that raised money for local charities and families in need in the Weaverville area; and

**WHEREAS**, from approximately 2006 to 2010 Rodney organized and ran the “Rodney’s Cruise In” where he hosted roughly 24 events that raised money for local charities and families in need in the Weaverville area; and

**WHEREAS**, from approximately 2017 to 2024 Rodney partnered with the Weaverville Lion’s Club to sponsor the Weaverville Car Show for eight years prior to 2024; and

**WHEREAS**, it is conservatively estimated that through these events and his personal contributions and generosity Rodney has raised over \$100,000 that was donated back into the Weaverville community and, in that way and through personal acts of kindness, he has helped countless families in need; and

**WHEREAS**, Rodney has announced his well-deserved retirement from his successful auto service business as of March 1, 2026, providing a fitting opportunity to celebrate him and acknowledge his charitable spirit;

**NOW THEREFORE**, the Town of Weaverville celebrates and honors **Rodney Edwards** for his valued friendship and generous contributions to the Weaverville community over the years and asks the citizens and visitors of the Town to join with us in wishing him all the best in his retirement.

**SIGNED** and **PRESENTED** this the 23rd day of February, 2026.



**GARY D. LAWRENCE, Mayor**



## Town Council Special Called Meeting Minutes February 2, 2026

The Town Council held a Special Called meeting on Monday, February 2, 2026, at 6:00 p.m. Because of dangerous road conditions and extreme cold expected on February 2, 2026, the in-person meeting was converted to a remote electronic meeting via Zoom Meetings as allowed by N.C. Gen. Stat. 166A-19.24 based on the Governor-issued State of Emergency that was in effect until February 20, 2026, and upon proper notice being provided.

Remote Zoom Meeting Link: <https://www.youtube.com/watch?v=uWUMRbxCys8>

### 1. Call to Order

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

Clerk Mercer took roll call in remote attendance were the following Town Council Present: Mayor Dee Lawrence, Vice Mayor John Chase, and Councilmembers Peter McGuire, Jennifer Young, Phil Barnett, Mark Endries, and Andrew Nagle.

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

### 2. Approval/Adjustments to the Agenda

*Motion to remove Consent Agenda item 4.G. concerning Board Appointments, and place the item on the February 23, 2026, Town Council Meeting agenda and to approved the agenda with that adjustment.*

*Moved by: Jennifer Young*

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

**Carried unanimously. 7-0**

### 3. Conflict of Interests Statement

Mayor Lawrence stated it is the duty of Town Councilmembers to avoid both conflicts of interest and appearances of conflicts. Councilmember Barnett stated his company employs Gould Killian CPA Group for accounting services to which Attorney Frue noted that would not be a conflict of interest in receiving the Audit Report into the record. No member had any known conflict of interest or appearance of conflict with respect to any matters on the agenda for tonight's Town Council meeting.

#### 4. **Consent Agenda**

Town Manager Harris reviewed the consent agenda items as follows:

*Motion to approve the consent agenda items as presented.*

*Moved by:* Andrew Nagle

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

**Carried unanimously. 7-0**

- A. December 9, 2025, Town Council Workshop Meeting Minutes - approved as presented
- B. December 15, 2025, Town Council Workshop Meeting Minutes - approved as presented
- C. January 12, 2026, Town Council Workshop Meeting Minutes - approved as presented
- D. Monthly Tax Report, Refunds/Releases - approved as presented
- E. Budget Amendments for Public Works, Police and Fire Departments - approved as presented
- F. 2026 Meeting Schedule and Amendment to Rules of Procedure - approved as presented
- G. Board Appointments – Planning Board & Board of Adjustment - [Removed from Consent Agenda and to be placed on Town Council February 23, 2026 Meeting agenda]
- H. Changes to Rules of Procedure – Planning Board & Board of Adjustment - approved as presented
- I. Water Treatment Plant (WTP) Resiliency Project- Change Order #1 - approved as presented

#### 5. **Town Manager's Report**

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

- Lake Louise Ice /Cold Weather Safety Message
- Helene Local Government Capital Grant fund
- Town Manager's Community Conversations on Feb. 17th at 6:00 pm
- Duke Energy Project Improvement updates
- Tree Inventory and Assessment Management Report
- Budget Calendar for FY:2026-27
- Essentials of Municipal Government Councilmembers' Training
- NC League of Municipalities City Vision
- Proposed New Residential Zoning Districts update
- Insurance Services Office (ISO) Inspection
- Countywide Fire Tax District
- Butterfly Trail Installation
- Waterline Replacement Project Stony Knob Area update
- Stormwater Project - Lake Louise Drive
- Public Safety Facility Fire Hydrant Repairs
- Upcoming Town Meetings and Events Calendar

#### 6. **Public Comment**

Public Comment emails submitted on-line were read into the record by Town Clerk Mercer:

Bob & Deb Davis: We are relatively new residents in the town (3 1/2 years). We moved here for a number of reasons; numbered among them was the beautiful tree cover, particularly along the main street. Obviously, everyone got whacked by Helene; nothing to prevent or stop that. But now we keep

seeing trees being cut down all over town for no discernable reason. Today we saw yet another beautiful old tree being cut down at the corner of Main & Hamburg Mountain Road. If this is a reaction to Helene to prevent further tree falling, the horse is already way out of the barn. Our question is; are you ever going to stop cutting down our beautiful tree cover??

Keith McCurry: I just wanted to let town council know of the situation that took place on Jan. 21st and 22nd on our property. On Wednesday morning Jan. 21st Duke Energy contractors cut a road onto my property from the 10 Silverwood Farm Rd. property to connect to Ray Hollar Rd. Which is my family's private driveway. This road was done on my property without notification, permission or easements signed. When questioned why this is being done, the Duke contractor stated that the landowner/developer of 10 Silverwood Farm Rd. did not want the permanent access road to the new switch station that was built on the 10 Silverwood farm property to go thru the development that is being proposed. Again, this was done without notification, permission or easements signed. They trespassed on my property without any due process. This road is now completed. We are seeking legal counsel on this matter.

Steven Nash: I am confused as to why many of the town's roads have been plowed, but South Main St. has been notably ignored. The schools have plowed parking lots, but South Main is covered with packed snow likely to freeze overnight. Why were these roads not cleared? Whose responsibility is that? I don't see how schools open tomorrow with the road uncleared. Thank you.

Nancy Waldrop: Thank you for all you have done during the recent snowstorm and winter weather to make sure our streets were in the best condition possible, both before the bad weather hit and in its aftermath. It is a reassuring sight to see those trucks coming thru the neighborhood @ 5AM in the morning to allow residents to get out safely as quickly as possible. Your efforts and good work are greatly appreciated!

Present on the Electronic Zoom Link- Ron Dame: expressed concerns not receiving any CodeRED notifications from the Town. He will get in touch with the Town Clerk to rectify this matter.

All those given an opportunity to address Town Council, Mayor Lawrence closed the public comment portion of the meeting.

## **7. Discussion & Action Items**

### **A. FY2024-2025 Annual Financial Audit Presentation**

Mr. Travis Keever of Gould Killian CPA Group provided the audit overview and reviewed the summary of financial statements for June 30, 2025, and audit findings, wherein they noted no material weaknesses in internal controls, and issued an unmodified (clean) opinion with no instances of material noncompliance with laws and regulations. A single audit for FEMA funding was also performed for legal compliance.

Mr. Keever said the Water and Sewer fund assets are approximately 50% depreciated. This is indicative of significant capital needs related to water/sewer infrastructure in the near future. In fiscal year 2025, the water fund expended \$725,000 on capital items and is in beginning stages of a major expansion project. General Fund summary for revenues was reviewed for ad valorem taxes, unrestricted intergovernmental, local option sales, and yearly comparisons information provided. Public safety, general government, and sanitation and stormwater expenditures were noted with yearly expense comparisons. Available fund balance summaries were provided for the past three years. The water enterprise fund summary included working capital, operating income, net position, cash flows and net increases in cash. Mr. Keever reviewed accounting practice suggestions and internal control conclusions.

**B. Water Request - 10 Silverwood Farm Road – LDG**

Town Manager Harris reviewed that the Town had received a water commitment/extension request dated November 5, 2025, that was submitted by Chris Dischinger of LDG for the development located at 10 Silverwood Farm property. Their request indicated that a proposed development on the property would consist of 17 multi-family apartment buildings (24 units per building), 180 residential subdivision lots, and a commercial component. They requested domestic water service for the units totaling approximately 118,470 GPD. Staff noted that it was determined that our water system has adequate capacity to serve this project.

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

In response to Councilmember Nagle's question, Attorney Frue addressed the USDA loan, the water capacity and water commitment/extension request, and the project engineering.

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

Moved by: Phil Barnett

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

**Nay** Andrew Nagle

**Motion Carried. 6-1**

**C. Water Request - 830 New Sock Rd - 114 Lot Residential Subdivision**

Public Works Director Angel Reece stated the Town has received a water commitment application for a proposed single family residential subdivision on approximately 58 acres at 830 New Stock Road. This application requests 45,600 gallons per day to serve 114 residential lots. The property is in the unincorporated area of Buncombe County and approximately 1/2 mile from the Town's municipal borders. An annexation petition has not been submitted, but the property owner may be willing to submit one should Town Council wish it to do so as a condition of a water commitment.

A waterline extension will be needed to provide water to this property and through the subdivision. This request is brought to Town Council pursuant to Code Section 30-79 which requires Town Council's approval on any extensions to the Town's water system. The Public Works Director has reviewed the request and has found that, at this time, there is sufficient capacity within the Town's water system to accommodate this request without any adverse effects on service to the Town's current water customers.

Further Council discussion included whether to require annexation, the percentage of non-contiguous satellite land, zoning, lot size and single-family subdivisions, infrastructure improvements such as MSD sewer versus septic systems, who pays for the waterline extension, Fire Department and Police Department costs, the permitting process and the Buncombe County environmental review, forest preservation and open space regulations.

*Motion to approve the water commitment/extension request for the project located at 830 New Stock Road conditioned upon annexation into the Town and, therefore, development approval by the Town.*

Moved by: Peter McGuire

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

**Carried unanimously. 7-0**

**D. On-Call Engineering Services - Selection and Master Agreements**

Public Works Director Reece reviewed that the Town of Weaverville released a Request for Qualifications (RFQ) for engineering services on October 7, 2025, seeking Statements of Qualifications from qualified firms, or individuals, licensed in the State of North Carolina, to provide multi-disciplinary professional engineering services on-call/as-needed for the town. The selected firms are expected to provide the Town with a flexible and effective way to respond to a range of engineering needs with ready multi-dimensional services, as needed.

The town received six letters of interest, and the evaluation committee evaluated all submittals and scored each using the criteria outlined in the RFQ. All firms were invited to interview with the Evaluation Committee. Following the interviews, the three firms with the highest ratings were selected as successful firms to be considered for recommendation of award of contracts. As a result of the qualifications-based selection process, the reviewers have determined Kimley-Horn, Terra Firma Design, and Three Notch Group to be most qualified. Master service agreements for each have been obtained and will allow the Town to negotiate a scope of work and fee for any such project deemed necessary to provide multi-dimensional engineering services to support the project.

Reece reviewed a proposed resolution which selects these recommended three engineering firms and approves their respective master services agreements.

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

*Moved by: John Chase*

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

**Carried unanimously. 7-0**

**E. USACE Grant for Water System Improvements Project**

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

In response to Councilmember McGuire inquiry, Jackson reviewed the timeline, the Town's cost share, how this grant works with USACE performing the project work, the phasing of the projects, and the description of the project which includes replacements of undersized lines, better fire suppression and more effective fire hydrants, and the installation of a redundant waterline extension across Reems Creek.

*Motion to approve the Project Partnership Agreement as proposed.*

*Moved by: Jennifer Young*

**Aye**

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

**Carried unanimously. 7-0**

**F. Planning Department Quarterly Report**

Planning Director Eller reviewed the report reflective of permits issued in October, November and December of 2025, and Planning Board and Board of Adjustment activity during the same period. Year-end numbers as well as year over year comparisons have also been provided, including comprehensive plan land development regulations updates and zoning text amendments related to Session Law 2025-94.

**G. Finance Department Quarterly Report**

Finance Director Dozier reviewed the financial report with summaries of revenues and expenditures, capital project funds such as the Water Treatment Plant Expansion Project, line-item details in the new accounting system, and Helene Disaster Response and Recovery grant project funding and FEMA closeout were explained by Director Dozier.

**H. Community Center Quarterly Report**

Community Center Manager DeSerio reviewed the private rentals revenues, community programs run by volunteers, and relocations of programs due to Primary Elections held at the Community Center during February and early March.

**8. Adjournment**

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

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Gary D. Lawrence, Mayor

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Tamara Mercer, Town Clerk

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Monthly Tax Report  
**PRESENTER:** Tax Collector  
**ATTACHMENTS:** Monthly Tax Report Summary  
TR-401G Net Collections Report for January 2026  
RMV Refund/Release Report for January 2026

**DESCRIPTION/SUMMARY OF REQUEST:**

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

A summary of the monthly tax report is provided and shows that **96.62% of the Town's property taxes have been collected as of the end of January**. This totals \$4,688,410.40 out of the \$4,852,217.46 total tax levy (real property, personal property, and business personal property). At the end of January 2026 there was \$163,807.06 left to collect of the 2025 property taxes.

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

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

January 2026	Property Tax Levy Release/Refund	\$1.17
January 2026	Motor Vehicle Levy Release/Refund	\$52.25

**COUNCIL ACTION REQUESTED:**

The monthly report is provided for information only.

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

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

**Town of Weaverville  
MONTHLY TAX REPORT  
FY 2025-2026**

**Tax Year 2025**

**Summary for YTD January 2026:**

Original Billed Amts	\$	4,840,812
Abs Adj (Adjustments by Assessor)	\$	(4,749)
Bill Releases	\$	(29)
Discovery Levy	\$	7,674
Additional Levy	\$	8,510
Net Levy	\$	4,852,217
<b>Total Current Year Collections</b>	<b>\$</b>	<b>4,688,410</b>
<b>% Collected</b>		<b>96.62%</b>
<b>Total Left to be Collected:</b>	<b>\$</b>	<b>163,807</b>
Prior Years Tax Paid	\$	1,832
Prior Years Interest Paid	\$	108

**TR-401G Net Collections Report**

NCPTS V4

**Report Parameters:**

Date Sent to Finance Start: **Min - January 1, 2026** Date Sent to Finance End: **Max - January 31, 2026** Abstract Type: **BUS,IND,PUB,REI,RMV**  
 Tax District: **WEAVERVILLE**

Levy Type: **Admin Expense, Advertisement Fee, Attorney Fee, Collection Fee 5, Collection Fee 9, Cost, Docketing Expense, EXPENSE, FEE INTEREST, Garnishment Fee, Interest, LATE LIST PENALTY, Legal Ad Expense, NSF Penalty, Postage Expense, Refund Clawback, Sheriff Service Fee, SPECIAL ASSESSMENT, STORMWATER, TAX, VEHICLE FEE, WEAVERVILLE TAX**  
 Tax Year: **2026, 2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004** Year For: **2025, 2024, 2023, 2022, 2021, 2020, 2019, 2018, 2017, 2016, 2015, 2014, 2013, 2012, 2011, 2010, 2009, 2008, 2007, 2006, 2005, 2004, 2003** Collapse Districts: **N**

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

Fiscal Year Activity from July 1, 20XX to January 31, 2026											Activity from January 1, 2026 to January 31, 2026			
Tax Year	Orig. Billed Amt (\$)	Abs. Adj (\$)	Bill Releases (\$)	Disc. Levy (\$)	Net Levy (\$)	Amt Collect. (\$)	% Coll.	% Uncoll.	Unpaid Balance (\$)	Amt Collect. (\$)	Abs. Adj (\$)	Bill Releases (\$)	Assessor Refunds (\$)	Additional Levy (\$)
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: Interest</b>														
2025	0.00	0.00	0.00	0.00	0.00	0.00	1,480.43	0.00	0.00	1,480.43	0.00	0.00	0.00	0.00
2024	0.00	0.00	1,480.43	0.00	0.00	0.00	NA	NA	NA	0.00	0.00	0.00	0.00	0.00
2023	0.00	0.00	0.00	0.00	0.00	4,826.22	4,826.22	0.00	0.00	0.00	-	0.00	0.00	0.00
2022	0.00	0.00	4,826.22	0.00	0.00	0.00	NA	NA	NA	0.00	0.00	0.00	0.00	0.00
2021	0.00	0.00	0.00	0.00	0.00	6,596.83	6,596.83	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	NA	NA	NA	0.00	-	0.00	0.00	0.00
2019	0.00	0.00	4,927.24	0.00	0.00	4,927.24	4,927.24	0.00	0.00	0.00	0.00	0.00	0.00	0.00
2018	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA	0.00	2.04	0.00	0.00	0.00
	0.00	0.00	11,905.62	0.00	0.00	5,087.99	5,087.99	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	0.00	NA	NA	NA	0.00	-	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	6,000.40	6,000.40	0.00	0.00	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	6,000.40	0.00	0.00	0.00	NA	NA	NA	0.00	0.00	0.00	0.00	0.00
	0.00	0.00	0.00	0.00	0.00	316.01	316.01	0.00	0.00	0.00	-	0.00	0.00	0.00
	0.00	0.00	316.01	0.00	0.00	0.00	NA	NA	NA	0.00	0.00	0.00	0.00	0.00



2022	3,986,151.82	1,317.96	4,202,642.90	2,148.86	0.00	3,990,509.98	3,989,349.10	99.96 %	0.04 %	\$ -	0.00	0.00	0.00
		735.06	3,990,084.16	0.00	0.00	0.00	99.97 %	99.97 %	0.03 %				0.00
2021	3,717,652.88	6,296.91	36.26	14,153.16	3,728,407.71	3,725,480.86	99.92 %	99.92 %	0.08 %	\$ 5.37	0.00	0.00	0.00
		726.57	3,726,207.43	2,934.84	0.00								
2020	3,354,216.35	6,680.68	71.80	22,850.56	3,373,041.19	3,372,017.69	99.97 %	99.97 %	0.03 %	\$ -	0.00	0.00	0.00
		2,156.28	3,374,173.97	2,726.76	0.00								
2013	73,342.49	0.00	1,623.13	0.00	71,719.36	71,719.36	100 %	100 %	0 %	\$ -	0.00	0.00	0.00
		0.00	71,719.36	0.00	0.00								
2012	68,037.63	0.00	1,498.22	0.00	66,539.41	66,539.41	100 %	100 %	0 %	\$ -	0.00	0.00	0.00
		0.00	66,539.41	0.00	0.00								
2011	82.56	0.00	0.00	0.00	82.56	82.56	100 %	100 %	0 %	\$ -	0.00	0.00	0.00
		0.00	82.56	0.00	0.00								
<b>Sub.</b>	<b>24,534,351.74</b>	<b>25,864.09</b>	<b>3,408.61</b>	<b>64,129.84</b>	<b>24,588,526.35</b>	<b>24,414,238.82</b>	<b>99.29 %</b>	<b>99.29 %</b>	<b>0.71 %</b>	<b>\$ 844,563.50</b>	<b>0.00</b>	<b>1.17</b>	<b>0.00</b>
		<b>-778.09</b>	<b>24,413,460.73</b>	<b>19,317.47</b>	<b>0.00</b>								
<b>TAX DISTRICT: WEAVERVILLE LEVY TYPE: WEAVERVILLE TAX</b>													
2019	49,954.82	0.00	193.07	0.00	49,761.75	46,267.22	92.98 %	92.98 %	7.02 %	\$ -	0.00	0.00	0.00
		0.00	46,267.22	0.00	0.00								
2018	1,576.57	0.00	3.29	0.00	1,573.28	914.17	58.11 %	58.11 %	41.89 %	\$ -	0.00	0.00	0.00
		0.00	914.17	0.00	0.00								
2017	771.97	0.00	566.38	0.00	205.59	145.15	70.60 %	70.60 %	29.40 %	\$ -	0.00	0.00	0.00
		0.00	145.15	0.00	0.00								
2016	217.62	0.00	2.56	0.00	215.06	168.06	77.65 %	77.65 %	22.35 %	\$ -	0.00	0.00	0.00
		0.00	168.06	0.00	0.00								
2015	201.36	0.00	8.59	0.00	192.77	160.43	83.22 %	83.22 %	16.78 %	\$ -	0.00	0.00	0.00
		0.00	160.43	0.00	0.00								
2014	2,126.15	0.00	6.29	0.00	2,119.86	72.85	3.44 %	3.44 %	96.56 %	\$ -	0.00	0.00	0.00
		0.00	72.85	0.00	0.00								
2013	570.35	0.00	0.00	0.00	570.35	15.57	2.73 %	2.73 %	97.27 %	\$ -	0.00	0.00	0.00
		0.00	15.57	0.00	0.00								
2012	316.30	0.00	111.58	0.00	204.72	204.72	100 %	100 %	0 %	\$ -	0.00	0.00	0.00
		0.00	204.72	0.00	0.00								
<b>Sub.</b>	<b>55,735.14</b>	<b>0.00</b>	<b>891.76</b>	<b>0.00</b>	<b>54,843.38</b>	<b>47,948.17</b>	<b>87.43 %</b>	<b>87.43 %</b>	<b>12.57 %</b>	<b>\$ -</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
		<b>0.00</b>	<b>47,948.17</b>	<b>0.00</b>	<b>0.00</b>								
<b>Total</b>	<b>24,609,141.32</b>	<b>26,506.62</b>	<b>4,303.54</b>	<b>74,718.00</b>	<b>24,672,683.57</b>	<b>24,534,065.05</b>	<b>99.26 %</b>	<b>99.26 %</b>	<b>0.74 %</b>	<b>\$ 847,008.30</b>	<b>0.00</b>	<b>1.17</b>	<b>0.00</b>
		<b>-771.38</b>	<b>24,533,293.67</b>	<b>19,634.41</b>	<b>0.00</b>								

13

Signature (Tax Collector)

## District Refunds FY2026 July 2025 through June 2026

NCVTS Pending refund report Fiscal Year 2026

Jan-26		
Tax Jurisdiction	District Type	Net Change
BUN	COUNTY	(\$9,114.31)
CAS	CITY	(\$3,103.16)
CBF	CITY	(\$121.77)
CBM	CITY	(\$526.74)
<b>CWV</b>	<b>CITY</b>	<b>(\$52.25)</b>
CWO	CITY	(\$507.57)
FBA	FIRE	(\$25.82)
FEC	FIRE	(\$87.57)
FFA	FIRE	(\$243.53)
FFB	FIRE	(\$70.69)
FJU	FIRE	(\$66.74)
FLE	FIRE	(\$11.33)
FNB	FIRE	(\$13.98)
FRE	FIRE	(\$5.08)
FRI	FIRE	(\$31.53)
FSK	FIRE	(\$131.15)
FSW	FIRE	(\$70.14)
FUH	FIRE	(\$82.68)
FWB	FIRE	(\$50.46)
FWO	FIRE	(\$162.87)
IAD	SPECIAL	(\$15.14)
SAS	SPECIAL	(\$351.46)
FAS	SPECIAL	(\$0.67)
<b>Total</b>		<b>(\$14,846.64)</b>

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** February 23, 2026  
**Subject:** Budget Amendment – Community Center, Police  
**Presenter:** Town Finance Director  
**Attachments:** Budget Amendment Form

**Description/Summary of Request:**

The Town received insurance proceeds of **\$21,401.21** for lightning damage to the security camera system at Lake Louise, and **\$1,962.20** for damage to the noise barriers at the recreation complex.

A portion of each quarterly distribution the Town receives from the ABC Store must be allocated to Alcohol Education and Law Enforcement activities. For the quarter ending 12/31/2025 the Town received **\$2,415.00** for Alcohol Education and **\$1,725.00** for Law Enforcement.

The Town received a donation from the public of **\$100.00** for the Community Center.

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

**Action Requested:**

Town Manager recommends approval of the attached Budget Amendment.

## Budget Amendment FY 2025-2026

### Town of Weaverville

What expense accounts are to be increased?

<u>Account</u>	<u>Account Description</u>	<u>Transfer Amount</u>
010-600-614-50100	Comm Center – Small Equipment	\$21,401.21
010-600-614-26000	Comm Center – Supplies	\$1,962.20
010-430-431-26400	Police – Alcohol Ed & Prevention	\$2,415.00
010-430-431-26450	Police – ABC Law Enforcement	\$1,725.00
010-600-614-39510	Comm Center – Community Programs	\$100.00

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>
010-004-300-09043	Property Insur Claims (Revenue)	\$21,401.21
010-004-300-09043	Property Insur Claims (Revenue)	\$1,962.20
010-004-300-06045	ABC Store – Alcohol Education	\$2,415.00
010-004-300-06050	ABC Store – Police Dept Revenue	\$1,725.00
010-004-300-09022	Contributions – Community Center	\$100.00

**Justification:** Please provide a brief justification for this budget amendment. *Insurance proceeds received for damages to camera system and noise barriers at recreation complex; ABC Store distribution for Q2 FY 2026; Donation to Community Center from private citizen.*

<b>Authorized by Finance Officer</b>	<b>Date</b>
<b>Authorized by Town Manager</b>	<b>Date</b>
<b>Authorized by Town Council (if applicable)</b>	<b>Date</b>

Budget Ordinance Section 10:

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

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Board Appointments  
**PRESENTER:** Mayor Lawrence  
**ATTACHMENTS:** Proposed Rosters – Planning Board and Board of Adjustment

**DESCRIPTION/SUMMARY OF REQUEST:**

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

His recommendations are described below.

**COUNCIL ACTION REQUESTED:**

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

*I move the approval of the following board appointments:*

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

*Fred Borth - appointment as an alternate member of the Planning Board to serve an unexpired term ending September 2028*

*Brent Koenig - appointment as an alternate member of the Planning Board to serve an unexpired term ending September 2027*

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

*Bryson Shook - appointment as an alternate member of the Board of Adjustment to serve a term ending September 2028*

<b>WEAVERVILLE PLANNING BOARD</b>				
Regularly meets 1 <sup>st</sup> Monday of the month at 4 pm in Community Room/Council Chambers at Town Hall				
<b>NAME AND POSITION</b>	<b>CONTACT INFORMATION</b>	<b>FIRST APPT</b>	<b>DATE OF APPT</b>	<b>TERM (3 YEARS)</b>
Jane Kelley Regular Member <i>Chair</i>	31 Moore Street	2021	August 2023	September 2023 – 2026
Michael Sollazzo Regular Member <i>Vice Chair</i>	118 S. Main St.	2024	August 2025	September 2025 – 2028
Donna Mann Belt Regular Member	53 Highland Street	2021	August 2023	September 2023 – 2026
Jonathan Brown Regular Member	175 N. Main St.	2024	August 2025	September 2025- 2028
Tom Flournoy Regular Member	1 High Meadow Drive	2025	February 2026	Feb 2026 – Sept 2027
Fred Borth Alternate Member	5 Coleman Street	2026	February 2026	Feb 2026 – Sept 2028
Brent Koenig Alternate Member	7 Coleman Street	2026	February 2026	Feb 2026 – Sept 2027
James Eller Planning Director	828-484-7002 (direct line) <a href="mailto:jeller@weavervillenc.org">jeller@weavervillenc.org</a>			
Jennifer Jackson Asst Town Manager	828-442-1858 (cell) <a href="mailto:jjackson@weavervillenc.org">jjackson@weavervillenc.org</a>			
Graham Crawford Town Planner	828-484-7003 (direct line) <a href="mailto:gcrawford@weavervillenc.org">gcrawford@weavervillenc.org</a>			

*Last updated February 2026*

<b>WEAVERVILLE BOARD OF ADJUSTMENT</b>				
Regularly meets 1st Monday of the month at 6:00 pm in January, April, July, October in Community Room/Council Chambers at Town Hall (and as needed)				
<b>NAME AND POSITION</b>	<b>CONTACT INFORMATION</b>	<b>FIRST APPT</b>	<b>DATE OF APPT</b>	<b>TERM (3 YEARS)</b>
Larry Murray Regular Member <i>Chair</i>	7 Alexander Road	2021	August 2024	September 2024 - 2027
Cynthia Wright Regular Member	88 Hillcrest Drive	2014	August 2024	September 2024 - 2027
Paul Clauhs Regular Member	74 Hamburg Drive	2011	August 2025	September 2025 - 2028
Roger Parkin Regular Member	57 Church Street	2017	August 2023	September 2023 - 2026
Paul DeCrosta Regular Member <i>(Vice Chair)</i>	73 Lofton Street	2023	February 2026	Feb 2026 - Sept 2026
Bryson Shook Alternate Member	273 N. Main	2026	February 2026	Feb 2026 - Sept 2028
Alternate Member				?? - Sept 2026
James Eller, Zoning Administrator	828-484-7002 (direct line) <a href="mailto:jeller@weavervillenc.org">jeller@weavervillenc.org</a>			
Jennifer Jackson Asst Town Manager	828-442-1858 (cell) <a href="mailto:jjackson@weavervillenc.org">jjackson@weavervillenc.org</a>			
Graham Crawford Planner/Clerk	828-484-7003 (direct line) <a href="mailto:gcrawford@weavervillenc.org">gcrawford@weavervillenc.org</a>			

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Water Commitment Renewal – Northridge Farms Project  
**PRESENTER:** Public Works Director Angela Reece  
**ATTACHMENTS:** Current Water Commitment Letter and Application for Renewal

**COUNCIL ACTION REQUESTED:**

Town Council is asked to consider approving the renewal of the water commitment for the Northridge Farms project through the adoption of the following motion:

*I move that the water commitment for the Northridge Farms Project be renewed for an additional year upon payment of the associated fees as set out in the Town’s current fee schedule*

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town granted a water commitment for the Northridge Farms project in December 2023, which was subsequently renewed by letter dated January 9, 2025 (attached). The developer is requesting a renewal of their water request. The Public Works Director has looked at the available capacity and timeline for this project and continues to confirm that there is sufficient capacity for this project.

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

The Town of  
**Weaverville**  
NORTH CAROLINA

January 9, 2025

Forestar Real Estate Group  
ATTN: Ali Seabaugh  
Via email to: [aliseabaugh@forestar.com](mailto:aliseabaugh@forestar.com)

Re: Water Commitment Renewal for Northridge Farms

Dear Ali:

On December 18, 2023, the Town of Weaverville approved the water commitment/extension request that was submitted by the developer for the Northridge Farms development on the following parcels: 9732-78-9228, 9732-77-7382, 9732-76-5731, 9732-76-5475, 9732-76-2936, and 9732-66-5806. The request indicated that a proposed development on the property listed above would consist of a total of 568 residential units in a combination of duplexes, apartment buildings, townhouses, and single-family lots as stated on your application. Brooks Engineering and the developer requested domestic water service for those units totaling approximately 227,200 GPD and total peak demand of 1689 GPM. Based on our review it was determined that our water system has adequate capacity to serve this connection over the approximate timeline as described in an email from Bo Carpenter to Jennifer Jackson dated 16 November 2023.

A water commitment letter dated 4 January 2024 was issued to Liam Cahill of Brooks Engineering which contained certain conditions. On 22 July 2024 Town Council modified one of the original conditions with the result being condition 1 as stated below.

The proposed development is becoming clearer under Forestar's management and you recently requested the renewal of the water commitment approval for another year with meter sizing being provided. On December 16, 2024, Town Council approved the renewal of the water commitment based on the information provided.

Your commitment renewal is subject to the conditions listed below which must be met in order for the Town to provide water to your project:

1. To safely provide domestic water and fire suppression to the project, your plans must include an additional waterline within Northridge Commons running parallel to the existing line and appropriate connections.
2. Please coordinate with Weaverville Public Works Director Dale Pennell on the detailed plans, materials, and installation of this water service.
3. All water services must be installed in accordance with Town Code and Water Policies, Procedures, and Specifications. Component submittals must be provided to the Public Works Director for approvals. Work must be performed by a NC Licensed Utility

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Contractor and supervised by Town staff.

4. This water commitment is valid only for the project described in this letter.
5. Unless otherwise extended by a renewal approved by Town Council, this commitment shall automatically expire one year from the date of this letter if the installation of the water system improvements has not begun within that one-year time frame.
6. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
7. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
8. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.
9. The following fees for this commitment renewal (invoice attached/enclosed) must be paid within 60 days of the date of this letter to activate this commitment letter. Failure to pay these by that date will result in a staff recommendation to Town Council requesting them to void the approval:
  - a. \$100.00 – Non-refundable Renewal Application Fee
  - b. \$7,785.00 – Water System Availability/Commitment fee based on inside town rates and the following meters:
    - i. 177 – 5/8"-3/4" meters (@\$35 each = \$6,195)
    - ii. 3 – 1" meters (@ \$50 each = \$150)
    - iii. 9 – 2" meters (@ \$160 each = \$1,440)
10. Additional fees per the Town's adopted Fee Schedule will be required to activate **each account**. The required fees will be based on the applicable fee schedule when activation is requested. Those fees currently include the following: account establishment service charges, water system account deposits, and water system development fees.

Sincerely,



David Scott Harris  
Interim Town Manager

cc: Dale Pennell, Public Works Director via email to [dale.pennell@weavervillenc.org](mailto:dale.pennell@weavervillenc.org)



TOWN OF WEAVERVILLE  
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Forestar (USA) Real Estate Group Inc.

PROJECT NAME: Northridge Farms **Renewal**

ADDRESS: 750 Executive Center Drive Suite  
101 Greenville, SC 29615

LOCATION: 56 Gill Branch Rd.  
Weaverville, NC

PHONE NUMBER: 864-399-8705

PIN NUMBER: 9732-78-9228; 9732-77-7282; 9732-76-5731;  
9732-76-5475; 9732-76-2936; 9732-66-5806

ELEVATION: +2000

TYPE OF SERVICE:

- RESIDENTIAL  SINGLE FAMILY HOME
- TWO FAMILY 50 NUMBER OF BUILDINGS
- MULTI-FAMILY 11 NO. OF BUILDINGS 26..91 UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION 172 NO. OF LOTS
  
- COMMERCIAL  SINGLE COMMERCIAL BUILDING
- UNIFIED BUSINESS DEVELOPMENT \_\_\_\_\_ NO. OF BUILDINGS  
\_\_\_\_\_ NO. OF UNITS
  
- INDUSTRIAL  SANITARY FACILITES ONLY
- SANITARY & INDUSTRIAL PROCESS WATER
  
- OTHER  FIRE SPRINKLER SYSTEM
- IRRIGATION SYSTEM
- 3 Clubhouses and a Maintenance Building for the Apartments

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 1689

MAXIMUM GALLONS PER DAY 227,200

ANTICIPATED DATE OF SERVICE Summer 2026

PROJECT DESCRIPTION:

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

ACKNOWLEDGEMENT:

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

Signature *Alice Seabaugh*

Date 2/3/2026

**WATER AND SEWER FLOW CALCULATOR**

**BROOKS ENGINEERING ASSOCIATES**

PROJECT NAME:	FIRST VICTORY NORTHRIDGE FARMS CIVIL AND PERMITTING		
PROJECT NUMBER:	591023	DESIGNED BY:	JHK
SEWER TYPE:	PUBLIC	DATE:	10/24/2023
SEWER REVIEW:	MSD	WATER TYPE:	PUBLIC
		WATER REVIEW:	WEAVERVILLE

**WATER INFO**

**COMMERCIAL DEMAND**

**FIXTURE UNIT CALCS:**

Fixture Type:	Number:	Fixture Units:
Bathtub / Shower:	2	8
Drinking Fountain:	1	2
Dishwasher:	0	0
Washing Machine:	0	0
Other:	0	0
Kitchen Sink:	0	0
Bathroom Sink:	2	4
Urinal / Toilet (FV):	2	20
Toilet (Tank):	2	10
<b>Total Fixture Units:</b>		<b>44</b>

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

**Peak Demand: 26 GPM**

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

**RESIDENTIAL DEMAND**

Number of Units:	568
Daily Demand:	227,200 GPD
Peak Demand:	413 GPM

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

**FIRE DEMAND**

Hydrant Flow:	1000 GPM
Sprinkler Type:	RESIDENTIAL
Sprinkler Flow:	250 GPM
Other:	
<b>Total Fire Demand:</b>	<b>1250 GPM</b>

**TOTAL PEAK DEMAND:**

<b>Total Domestic Peak:</b>	<b>439 GPM</b>
<b>Total Fire Demand:</b>	<b>1250 GPM</b>
<b>Combined Peak Demand:</b>	<b>1689 GPM</b>

**SEWER INFO**

**COMMERCIAL FLOWS:**

Use:	SIZE:	Flow:
Office (employees):	0	0
Church w kitchen (seats):	0	0
Church w/o kitchen (seats):	0	0
Restaurant, Full Serv (seats):	0	0
Hotel / Motel (rooms):	0	0
Medical / Vet Office (pract.):	0	0
School w/ food (students):	0	0
School w/o food (students):	0	0
Retail w food (sq.ft.):	0	0
Retail w/o food (sq.ft.):	0	0
Other:	0	0
<b>Total Commercial Flow:</b>		<b>GPD</b>

\*Flow Rate calcs from 15A NCAC 02T .0114

**RESIDENTIAL FLOW:**

Number of Units:	568		
REDUCED RATE	100	GPD PER BR	
Average # of BR:	3		
Total Bedrooms:	1704		
<b>Daily Flow:</b>	<b>170,400 GPD</b>		
<b>Peak Flow:</b>	<b>439 GPM</b>		

\*Flow Rate calcs from 15A NCAC 02T .0114

**TOTAL FLOW:**

<b>Total Daily Flow:</b>	<b>170,400 GPD</b>
<b>Total Peak Flow:</b>	<b>439 GPM</b>



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**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Water Commitment Renewal – 75 Cole Road  
**PRESENTER:** Public Works Director Angela Reece  
**ATTACHMENTS:** Current Water Commitment Letter and Application for Renewal

**COUNCIL ACTION REQUESTED:**

Town Council is asked to consider approving the renewal of the water commitment for 75 Cole Road through the adoption of the following motion:

*I move that the water commitment for the 75 Cole Road project be renewed for an additional year upon payment of the associated fees as set out in the Town's current fee schedule*

**DESCRIPTION/SUMMARY OF REQUEST:**

The Town granted a water commitment for the apartment complex project planned for 75 Cole Road in May 2024, which was subsequently renewed by letter dated January 9, 2025 (attached). The developer is requesting a renewal of their water request. The Public Works Director has looked at the available capacity and timeline for this project and continues to confirm that there is sufficient capacity for this project.

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

The Town of  
**Weaverville**  
NORTH CAROLINA

January 9, 2025

Warren Sugg  
Civil Design Concepts, PA  
Via email to: [wsugg@cdcgo.com](mailto:wsugg@cdcgo.com)

Re: Water Commitment Renewal for 75 Cole Road - Spittle  
PIN 9743-35-2359

Dear Mr. Sugg:

On May 20, 2024, the Town of Weaverville approved the water commitment request that was submitted by you for the development of the above-referenced property. Your original request indicated that a proposed development on the property listed above would consist of 220 apartment units. You requested domestic water service for those units totaling approximately 67,000 GPD. Based on our review it was determined that our water system had adequate capacity to serve this connection.

Your firm recently requested the renewal of the water commitment approval for another year with some slight project modifications resulting in an increase of apartment units to 223, but an overall decrease of requested capacity to 64,000 GPD.

Your commitment request was renewed and approved at a Town Council meeting on December 10, 2024. The following represents the conditions that must be met in order for the Town to provide water to your project:

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

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out in the fee schedule that is effective at the time of the extension request.

5. This water commitment does not constitute the Town's approval and acceptance of the proposed project.
6. This water commitment cannot be used to secure a building permit. To be eligible for a building permit your water tap(s) for the project must be installed.
7. Tap fees are not required where taps, meters, and associated appurtenances are provided and installed by Owner/Developer, which we understand will be performed by your contractor.
8. You have already paid the nonrefundable \$100 renewal application fee and an estimated commitment fee of \$7,700. We have calculated the commitment fee to be \$7,805 based on inside rates for 223 meters [ $\frac{5}{8}$ " or  $\frac{3}{4}$ "] at \$35 per meter. The difference of \$105.00 is now due and payable (invoice attached) and must be paid within 60 days of the date of this letter to keep this commitment letter active. Failure to pay this fee by that date will result in a staff recommendation to Town Council requesting them to void the approval.
9. Additional fees will be required to activate **each meter** based on the Town's Fee Schedule applicable at the time of activation, including an account establishment service charge, water account deposit, and water system development fees. These fees are based on meter sizes, which are not yet known, so an estimate cannot be provided at this time.

Sincerely,



David Scott Harris  
Interim Town Manager

cc: Dale Pennell, Public Works Director

Renewal Requested 2/10/2026



TOWN OF WEAVERVILLE  
WATER DEPARTMENT

APPLICATION FOR A COMMITMENT LETTER

APPLICANTS NAME: Michael Cain, P.E. PROJECT NAME: 75 Cole Road  
ADDRESS: 168 Patton Avenue LOCATION: 75 Cole Road  
Asheville, NC 28801 Weaverville NC, 28787  
PHONE NUMBER: 828-252-5388 PIN NUMBER: 9743-35-2359  
ELEVATION: 2157

TYPE OF SERVICE:

- RESIDENTIAL  SINGLE FAMILY HOME
- TWO FAMILY \_\_\_\_\_ NUMBER OF BUILDINGS \_\_\_\_\_
- MULTI-FAMILY 7 NO. OF BUILDINGS 24 UNITS PER BUILDING
- MULTI-FAMILY 2 NO. OF BUILDINGS 26 UNITS PER BUILDING
- MULTI-FAMILY 1 NO. OF BUILDINGS 3 UNITS PER BUILDING
- RESIDENTIAL SUBDIVISION \_\_\_\_\_ NO. OF LOTS \_\_\_\_\_
  
- COMMERCIAL  SINGLE COMMERCIAL BUILDING
- UNIFIED BUSINESS DEVELOPMENT \_\_\_\_\_ NO. OF BUILDINGS \_\_\_\_\_  
\_\_\_\_\_ NO. OF UNITS \_\_\_\_\_
  
- INDUSTRIAL  SANITARY FACILITIES ONLY
- SANITARY & INDUSTRIAL PROCESSWATER
  
- OTHER  FIRE SPRINKLER SYSTEM
- IRRIGATION SYSTEM
- \_\_\_\_\_

CAPACITY REQUESTED:

MAXIMUM GALLONS PER MINUTE 523  
MAXIMUM GALLONS PER DAY 64,000  
ANTICIPATED DATE OF SERVICE Fall 2025 **Fall 2026 is new date**

PROJECT DESCRIPTION:

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

ACKNOWLEDGEMENT:

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

Signature 

Date 11/14/24 **02/10/2026**

## Michael Cain

---

**From:** Billpay@paymentus.com  
**Sent:** Monday, February 2, 2026 3:46 PM  
**To:** Michael Cain  
**Subject:** Payment Information for Town of Weaverville

You don't often get email from billpay@paymentus.com. [Learn why this is important](#)

### Dear MICHAEL CAIN,

We are pleased to confirm your payment with Town of Weaverville. Below is the summary of your payment transaction. Your payment has been received and will be posted to your account. Thank you for your continued relationship with Town of Weaverville.

Confirmation number: **2251240621**  
Payment date: **Feb 2, 2026, 3:46:26 PM**  
Payment amount: **\$100.00**  
Service fee: **\$2.95**  
Total amount charged: **\$102.95**

Payment status: **ACCEPTED**

### Contact Information

First name: **Michael**  
Last name: **Cain**  
  
ZIP Code: **28801**  
Daytime Phone Number: **(828) 252-5388**  
Email: **mcain@cdcgo.com**

### Account Information

Payment type: **Water Set Up Fees**  
Please enter your Service Address: **75 Cole Road**  
Payment method: **Credit Card**

### Payment Method Information

Card type: **Visa**  
Card number: **\*\*\*\*\*9876**  
Card holder name: **Michael Cain**



# Transmittal

Date: February 2, 2026

Project Name: 75 Cole Road (PIN 9743-35-2359)

CDC Project: 12335

Permit #:

To: Ms. Angela Reece  
Town of Weaverville  
Public Works Director  
15 Quarry Road  
Weaverville, NC 28787

Via:  Mail  Overnight  Hand Delivered  Pick up @ CDC Office  Digital

Copies	Date	Description
1	11/14/2024	Application for a Commitment Letter
1	<del>11/14/2024</del>	Water Demand Calculations <b>UPDATED 2/10/26</b>
1	11/14/2024	11x17 Conceptual Layout Bulletin

**Remarks:**

Attached please find a renewal of the current allocation for the referenced project. Plans are currently in design and will be provided to the Town for review in the next few weeks. I will make payment through the link provided earlier today. Thank you for your help.

Michael Cain, P.E.  
mcain@cdcgo.com



## WATER DEMAND CALCULATIONS

Project Scope: This project will consist of 222 apartment units, 2 carriage house units, a clubhouse, pool building, and a maintenance building. There will be 4

### AVERAGE DAILY DEMAND

Establishment Type	Daily Design Flow		No. of Units	Total Flow	Notes
1 bed units	200 gal /	Unit	68	13,600 gpd	
2 bed units	300 gal /	Unit	130	39,000 gpd	
3 bed units	400 gal /	Unit	26	10,400 gpd	
Employees	25 gal /	Person	4	100 gpd	
Average Daily Demand				63,100 gpd	round to 64,000 gpd

Are fixture counts available: Yes



**PEAK WATER DEMAND**

Unit Type	No. of Fixtures	Notes
Building 1	273.6	24-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 F
Building 2	273.6	24-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 F
Building 3	93.6	12-1 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 7.8 FU
	68.4	6-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
	68.4	6-3 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
Building 4	273.6	24-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 F
Building 5	124.8	16-1 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 7.8 FU
	68.4	6-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
	45.6	4-3 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
Building 6	273.6	24-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 F
Building 7	93.6	12-1 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 7.8 FU
	68.4	6-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
	68.4	6-3 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
Building 8	273.6	24-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 F
Building 9	124.8	16-1 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 7.8 FU
	68.4	6-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
	45.6	4-3 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
Carriage House	22.8	2-2 BR Units (K.Sink, Washer, Dishwasher, 2 Bathrooms), 11.4 FU
Pool House	23.25	5 Toilets, 1 urinal, 5 sinks, 1 water fountain - 23.25 FU
Clubhouse	27.8	3 Washers, 4 toilets, 1 urinal, 7 sinks - 27.8 FU
Maintenance Building	2.8	2 Sinks - 2.8 FU
Total Fixture Units	2383.05	
Total Peak Water	367	gpm

**FIRE PROTECTION**

Unit demand = 1000 GPM

Notes:

1. Establishment types and daily design flows from Average Daily Water Demand Chart.
2. Calculated domestic water demand above is based upon anticipated fixture counts for the project. Plumbing Code, Tables E103.3(2) and E103.3(3).
3. Final calculations shall be done by the Plumbing Engineer during construction document



NORTH

0 150

PROPERTY LINE (TYP)

PIN 9743-36-5631  
MARK & LESIA HARRIS  
DB 1763 PG 705

PIN 9743-36-0357  
PHILLIP & ALENE SUMMERSGILL  
DB 4383 PG 6  
PB 43 PG 34

PIN 9743-25-9997  
RONALD & SYLVIA MAYBERRY  
DB 1141 PG 183  
PB 40 PG 76

PIN 9743-25-7863  
JOHN & CARLA REILLY  
DB 1630 PG 171

PROPOSED WATER SERVICE LINE (TYP)

PIN 9743-25-6630  
JOHN & CARLA REILLY  
DB 1858 PG 174

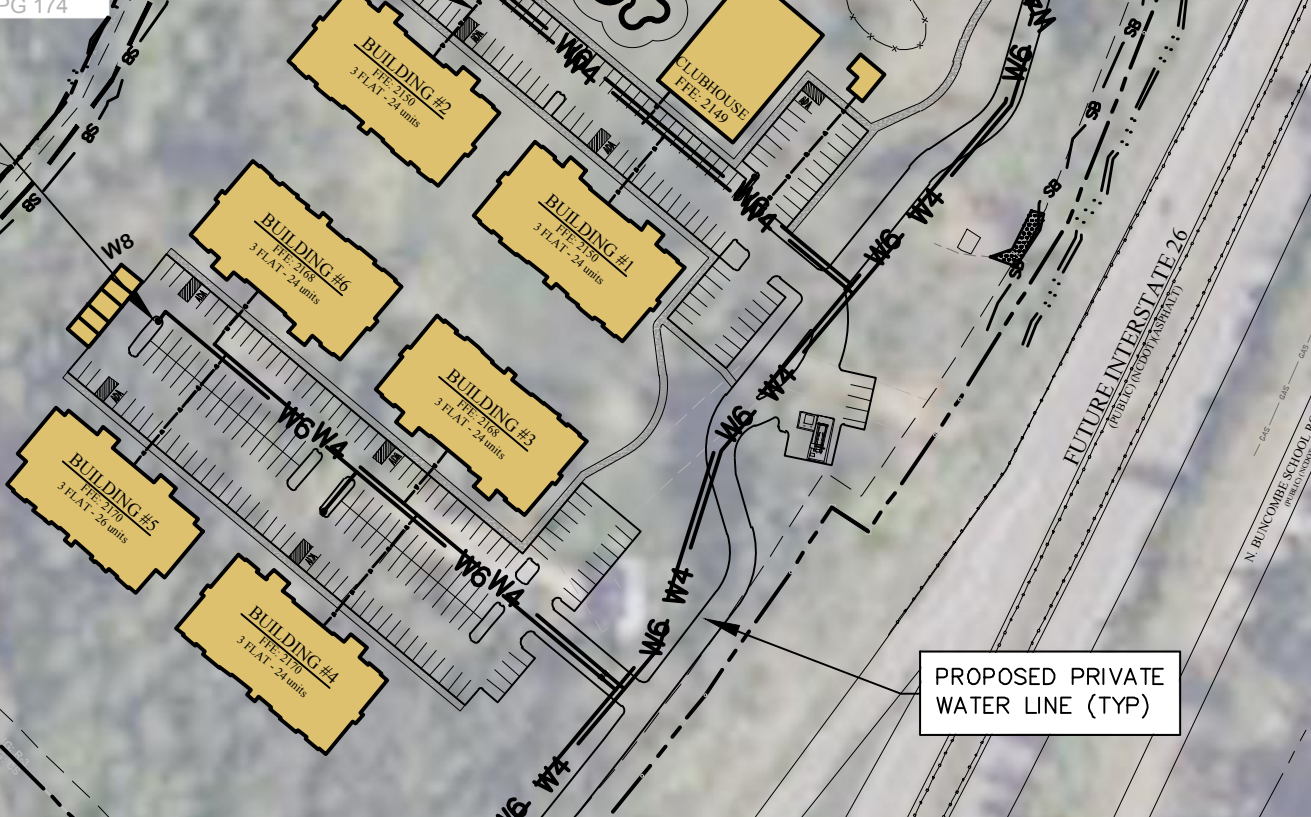
PROPOSED FIRE HYDRANT  
ASSEMBLY

PIN 9743-25-6413  
ANNE BUCKNER TRUST  
DB 5396 PG 1466  
PB 38 PG 87

PIN 9743-25-5350  
ANTHONY & MARIA PIKE  
DB 6195 PG 1048

PIN 9743-25-4186  
DONALD PIKE  
DB 6309 PG 1639  
PB 113 PG 122

PIN 9743-24-5707  
TAG PROPERTIES OF ASHEVILLE  
DB 5455 PG 1045  
PB 156 PG 65



PROPOSED PRIVATE  
WATER LINE (TYP)

PROPOSED SEPARATE 4" SERVICE  
LINE AND AND 6" FIRE LINE

PROPOSED WATER METER

PIN NOT ASSIGNED  
OWNED BY NCDOT  
DB 1042 PG 585

PROPOSED 8" WATER LINE  
FROM TAP TO METER

PIN 9743-24-5707  
TAG PROPERTIES OF ASHEVILLE  
DB 5455 PG 1045  
PB 156 PG 65

PIN 9743-24-8619  
MARIE HINTZ  
DB 5491 PG 417  
PB 156 PG 65

PIN NOT ASSIGNED  
OWNED BY NCDOT  
DB 1042 PG 585

PIN NOT ASSIGNED  
OWNED BY NCDOT  
DB 1093 PG 687

PROPOSED CONNECTION TO EXISTING WATERLINE



# 75 COLE ROAD WATER ALLOCATION BULLETIN NOVEMBER 2024

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026

**SUBJECT:** Road Closure and Social District Ordinances – WBA’s Shamrock Festival on 3/15/2026

**PRESENTER:** Town Manager Harris

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

**TOWN COUNCIL ACTION REQUESTED:**

Town Council action to adopt the road closure ordinance and the social district ordinance for the WBA Shamrock Festival planned for March 15, 2026, as presented.

Suggested motion:

*Motion to adopt the Road Closure Ordinance and the Ordinance Creating an Event-Specific Social District for the WBA Shamrock Festival to be held on March 15, 2026*

**DESCRIPTION/SUMMARY OF REQUEST:**

The WBA has planned a St. Patrick’s Day event to be held on Sunday, March 15, from 2 pm to 6 pm. To accommodate their planned activities they are requesting a road closure of a portion of Florida Avenue and a portion of Merchants Alley and a social district for this event. The attached event map shows what is planned and where.

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

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

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

**AN ORDINANCE DECLARING A ROAD CLOSURE FOR THE  
SHAMROCK FESTIVAL EVENT**

**WHEREAS**, the Town Council of Weaverville acknowledges a long tradition of supporting the Weaverville Business Association, and the Shamrock Festival Event, that benefits the Weaverville community; and

**WHEREAS**, the Town Council of Weaverville acknowledges the need of providing community events, such as the Shamrock Festival Event for the pleasure of its citizens; and

**WHEREAS**, the Town Council of Weaverville acknowledges the Shamrock Festival Event requires approximately 1 hour to install equipment, approximately 4 hours for the event, and also requires approximately 2 hour for removing signage, litter, equipment etc.

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

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

**Shamrock Festival Event**

Date: March 15, 2026  
Begin time: 1:00 PM  
End time: 8:00 PM

**Description of closure:** 240 feet of roadway, starting from the intersection of Florida Avenue at North Main Street, ending at 12 Florida Avenue. 180 feet of roadway, starting at 8 Merchant's Alley, ending at the intersection of Merchant's Alley and Florida Avenue;

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

This ordinance is adopted this the 23rd day of February, 2026, and is to become effective when signs are erected giving notice of the road closures and detour routes and the implementation of adequate traffic control.

Attest:

---

Gary D. Lawrence, Mayor

---

Tamera Mercer, Town Clerk



FedEx Drop Box

Eluvium Brewing Company

Merchants Alley

Fresh Aire Spa and Salon

99999

Florida Ave

Florida Ave

Well-Bred Bakery & Cafe

12

Glass Onion Northern Italian

Merchants Way

Aabani Salon Weaverville

Weaverville Laundromat

1

Google Maps



Imagery ©2026 Airbus, Maxar



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

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

**WHEREAS**, the Town of Weaverville wishes to adopt a social district for the Weaverville Business Association’s Shamrock Festival special event that is to be held on March 15, 2026, in which the possession and consumption of alcoholic beverages are allowed within a certain geographic area during the event, subject to applicable laws, rules and regulations;

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

1. **Effectiveness.** This ordinance shall only be effective during the Shamrock Festival event which is from 1:00 pm to 7:00 pm on March 15, 2026. If the Shamrock Festival event is postponed to another date and time, then the date on which this ordinance shall be effective shall automatically be changed to coincide with the new date of the event. If the Shamrock Festival event is cancelled, then this ordinance shall be immediately repealed and of no force and effect.
2. **Definitions.** The following definitions shall apply:
  - a. *ABC Commission* – The North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200.
  - b. *ABC permit(s)* – Any written or printed authorization issued by the ABC Commission pursuant to the provisions of Chapter 18B of the N.C General Statutes, other than a purchase-transportation permit. Unless the context clearly requires otherwise, as in the provisions concerning applications for permits, “ABC permit” or “permit” means a presently valid permit.
  - c. *Alcoholic beverage* – Any beverage containing at least one half of one percent (0.5%) alcohol by volume, including beer or malt beverages, unfortified wine, fortified wine, spirituous liquor, mixed beverages, and any alcohol consumable.
  - d. *Alcohol consumable (or consumable alcohol)* – Any manufactured and packaged ice cream, ice-pop, gum-based or gelatin-based food product containing at least 0.5% alcohol by volume.
  - e. *Customer* – A person who purchases an alcoholic beverage from a permittee that is in a social district.
  - f. *Malt beverage (or beer)* – Beer, lager, malt liquor, ale, porter, and any other brewed or fermented beverage or alcohol consumable, except for fortified

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

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

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

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

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

- b. Alcoholic beverages within the social district must be in containers meeting the requirements of G.S. § 18B-300.1(e), and the approved Management and Maintenance Plan, including the following:
  - i. The container must clearly identify the permittee from which the alcoholic beverage was purchased;
  - ii. The container must clearly display a logo or other mark that is unique to the social district in which it will be consumed;
  - iii. The container must not be made of glass;
  - iv. The container must display the following statement in no less than 12-point font – “Drink Responsibly – Be 21”;
  - v. The container may not hold more than 16 fluid ounces.
- c. Alcoholic beverages may only be possessed and consumed during the designated hours of the St. Patrick’s Day event which is from 2:00 pm to 7:00 pm on March 16, 2025.
- d. Any person in possession of an alcoholic beverage within the social district must dispose of the alcoholic beverage before exiting the social district or entering or mounting a vehicle (including a bicycle or similar transportation device) located within the social district. Possession of an open container outside of the social district is a violation of G.S. §§ 18B-300 and/or 18B-301, which is punishable in criminal court as a misdemeanor.
- e. Alcoholic beverages that are purchased from a permittee within the social district for off-premises consumption (i.e. uncorked bottle of wine, etc.) are not allowed to be consumed within the social district.

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

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

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

**ADOPTED THIS** the 23rd day of February, 2026, with \_\_\_ voting in favor and \_\_\_ against.

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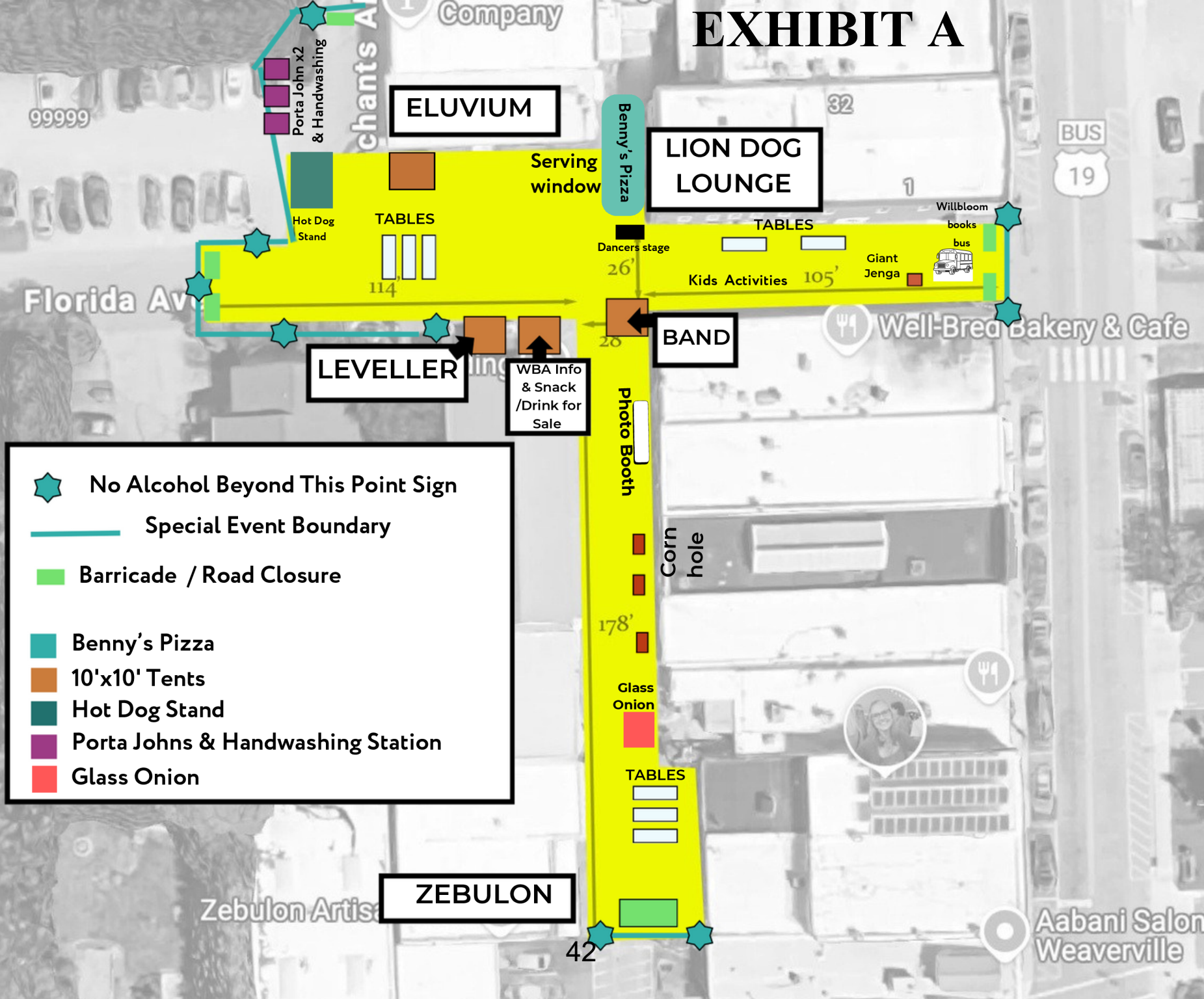
**GARY D. LAWRENCE**, Mayor

**ATTESTED BY:**

---

**TAMARA MERCER**, Town Clerk

# EXHIBIT A



★ No Alcohol Beyond This Point Sign

— Special Event Boundary

■ Barricade / Road Closure

■ Benny's Pizza

■ 10'x10' Tents

■ Hot Dog Stand

■ Porta Johns & Handwashing Station

■ Glass Onion

ZEBULON

LION DOG LOUNGE

LEVELLER

ELUVIUM

BAND

Photo Booth

Corn hole

178'

Glass Onion

TABLES

TABLES

TABLES

42'

Dancers stage

Kids Activities

Giant Jenga

Willbloom books bus

Serving window

Hot Dog Stand

TABLES

114

TABLES

105'

Well-Bred Bakery & Cafe

Aabani Salon Weaverville

Florida Ave

Zebulon Artists

99999

32

1

BUS 19

Company

chants A

# EXHIBIT B



The Town of  
**Weaverville**  
North Carolina



## **Weaverville Social District Management and Maintenance Plan**

**as of February 1, 2026**

### **RULES OVERVIEW**

Alcohol may be consumed in the Social District on March 15th, 2026 from 1pm to 7pm. No outside alcohol is permitted within the district. All alcoholic beverages must be purchased from permitted establishments located within the Social District, served in specially labeled cups, and consumed within the district. Only one Social District beverage per person can be served at a time. An establishment may allow patrons to enter their premises with an alcoholic beverage purchased at a different permitted establishment within the Social District. Any alcoholic beverage must be consumed or discarded before exiting the Social District or entering a vehicle.

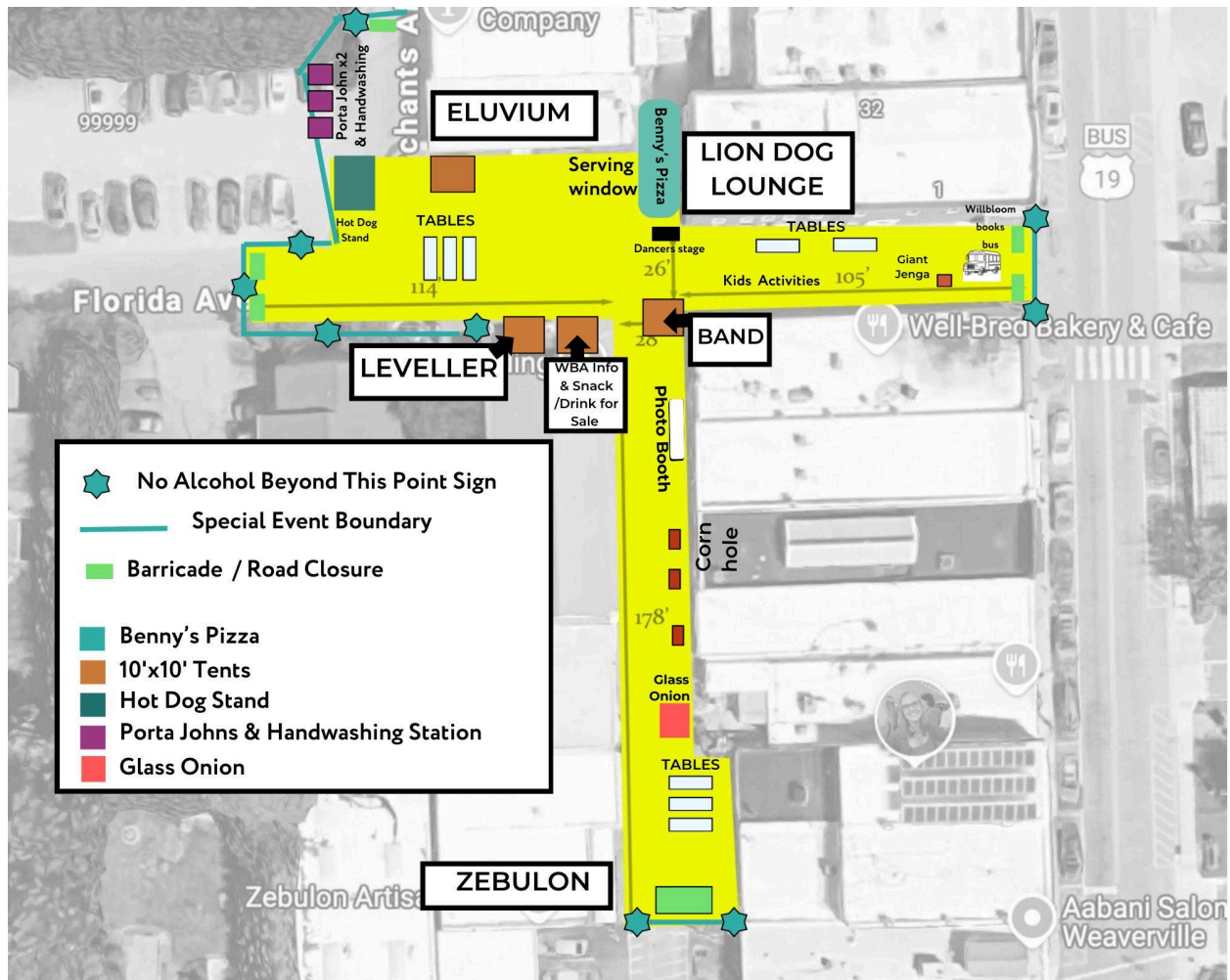
### **MANAGEMENT AND RESPONSIBILITIES**

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

### **DISTRICT BOUNDARIES**

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

Here is the map:



Here is the Boundary Sign:



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

**NO ALCOHOL  
BEYOND THIS POINT**



Learn more:



Beverages may be consumed inside  
the event boundary on  
Sunday March 15th, 1-7PM

#### **DAYS AND HOURS OF OPERATION**

The Weaverville Social District will operate on **March 15, 2026 from 1pm to 7pm**. At all other times, open containers of alcohol cannot leave the premises of the ABC-permitted business where it was purchased.

#### **GENERAL RULES**

- Only alcoholic beverages purchased from a participating business with an ABC permit may be consumed in the Social District. **No outside alcohol allowed.**
- Alcoholic beverages may not be brought into a business that does not display the Social District Window Sign (see below).
- Any alcoholic beverage purchased for consumption in the Social District must also be in a specifically labeled cup (see below).

- **All open container alcoholic beverages must be disposed of prior to exiting the Social District boundaries or entering a vehicle (including a bicycle).**
- Businesses can choose to be included in the Social District or they can opt out. No business is required to participate or to allow customers to bring alcohol onto its premises.
- The sale and delivery of alcohol in a social district is subject to no more than two malt beverage or wine drink or mixed beverage or spirituous liquor drink at one time to a single patron.
- Retail beverages (“closed containers”) can be purchased inside the Social District boundary, but they cannot be consumed inside the Social District boundary. They must stay closed and leave closed.

### **PARTICIPATING BUSINESSES WITH AN ABC PERMIT**

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

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

### **CUPS**

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

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

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

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



#### **PARTICIPATING BUSINESSES WITHOUT AN ABC PERMIT**

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

Participating businesses that are not selling alcoholic beverages are not required to register with the Town. The Weaverville Business Association will provide information to participating businesses to ensure that the businesses understand their obligations under this Plan and the Social District Ordinance.

Participating businesses are required to post a Window Sign (see below) in a conspicuous place indicating their participation to the public. The Weaverville Business Association will provide the Window Signs.

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

#### **NON-PARTICIPATING BUSINESSES**

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

## DISTRICT LOGO

The Weaverville Social District will use the below logo.



## WINDOW SIGNS

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



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

## ENFORCEMENT

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

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

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



The Town of  
**Weaverville**  
North Carolina



**Weaverville Social District**

**Registration Application for ABC Permit Holder Participation**

Date: \_\_\_\_\_

Business Name: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026

**SUBJECT:** Renewal of the Weaverville Tailgate Market Memorandum of Understanding

**PRESENTER:** Community Center Manager Mike DeSerio

**ATTACHMENTS:** Proposed Amended and Restated Memorandum of Understanding

**COUNCIL ACTION REQUESTED:**

Town Council approval of the Amended and Restated Memorandum of Understanding with the Weaverville Tailgate Market that extends their use of the Community Center on Wednesdays for calendar year 2026. A proposed motion is as follows:

*I move that we approve the proposed **Amended and Restated Memorandum of Understanding Between the Town of Weaverville and the Weaverville Tailgate Market***

**DESCRIPTION/SUMMARY OF REQUEST:**

Since November of 2022 Town Council has approved a Memorandum of Understanding (MOU) with the Weaverville Tailgate Market concerning its use of the Community Center on their market days. The current MOU expired on December 31, 2025, and the Tailgate Market has requested another one-year extension for calendar year 2026.

It is the Town's understanding that the Tailgate Market may begin to look at other locations to better accommodate their growing market and the parking challenges present at the Community Center. The MOU does provide that it can be terminated upon mutual agreement or upon six months' notice of either party should the Tailgate Market find somewhere to relocate to during the year.

Attached is a proposed MOU that has been updated to provide the one (1) year extension of market events at the Community Center, with all other terms the same as for 2025.

**AMENDED AND RESTATED MEMORANDUM OF UNDERSTANDING  
BETWEEN THE TOWN OF WEAVERVILLE AND  
THE WEAVERVILLE TAILGATE MARKET**

**THIS MEMORANDUM OF UNDERSTANDING** (“MOU”) is entered into by and between the Town of Weaverville and the Weaverville Tailgate Market (collectively referred to as the Parties);

**WHEREAS**, the Town of Weaverville (hereinafter the “Town”) is a municipal corporation organized and existing under the laws of the State of North Carolina; and

**WHEREAS**, the Weaverville Tailgate Market (hereinafter “Tailgate Market”), is a non-profit corporation organized and existing under the laws of the State of North Carolina, and hosts tailgate and craft markets for local and regional vendors within the Weaverville area; and

**WHEREAS**, the Town owns and operates the Weaverville Community Center on Dottie Sherrill Knoll, located at 60 Lakeshore Drive, Weaverville, North Carolina (the “Community Center”);

**WHEREAS**, the Tailgate Market wishes to formalize a relationship between the Town and the Tailgate Market in order to provide for a regular schedule of market offerings at the Community Center;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and commitments herein, the Parties agree as follows:

**SECTION 1. PURPOSE.** The purpose of this MOU is to establish a general framework for cooperation and collaboration between the Town and the Tailgate Market. This MOU is non-binding but will assist in defining the relationship between the Parties in order to ensure that the goals of each are accomplished in a mutually supportive way.

**SECTION 2. GUIDING PRINCIPLES AND ASSUMPTIONS.**

- The Town wishes to support the agricultural community within the Town and surrounding areas by providing space for a regular schedule of tailgate market events.
- The Tailgate Market is an independent corporate entity and is not legally or financially affiliated with the Town. The Tailgate Market coordinates market events which offer the sale of agricultural products and/or craft and artisan products.
- Town Council is authorized to set fees on the use of its facilities and waive those fees as deemed appropriate and to partner with a non-profit corporate entity for the provisions of certain opportunities and programming.
- The Town may provide programming for certain holidays and special events and the Tailgate Market regular schedule is subject to cancellation for such events.
- The Community Center is an approved polling site and is subject to use by the Buncombe County Board of Elections for early voting and election day voting. **The Board of Elections use preempts all other Town or Tailgate Market events and will result in the cancellation of Tailgate Market events during early voting and election day voting.**

### **SECTION 3. TAILGATE MARKET ACTIVITIES AND OBLIGATIONS.**

The Tailgate Market agrees to generally provide, on a weekly basis, market events available to the general public at the Community Center with said events being focused on the sale of local and regional agricultural products and/or craft and artisan products. Subject to availability, the market events are to be generally held as follows:

#### **A. OPERATIONAL REQUIREMENTS AND LIMITATIONS.**

- 1) The Winter Market shall be from January through March;
- 2) The Regular Market shall be from April through October;
- 3) The Holiday Market shall be from November through December;
- 4) All markets are on Wednesdays from 12 pm to 7 pm (includes set up and breakdown);
- 5) All markets include use of the Albert Weaver Room, Multipurpose Room (including tables and chairs reserved for use in the Multipurpose Room), restrooms, and patio;
- 6) The Winter and Holiday Markets include up to eight (8) parking spaces in the lower non-brick parking area in the Community Center parking lot (designated parking spaces), and the Regular Markets include the entire lower non-brick parking area in the Community Center parking lot;
- 7) All markets include a maximum of 20 inside vendors in the Albert Weaver Room and up to 10 inside vendors in the Multipurpose Room;
- 8) The Regular Market includes a maximum of 15 outside vendors arranged in the lower non-brick parking area;
- 9) Except as expressly stated herein, usage does not include Town tables or chairs, the fireplace, or kitchen:
  - i. All markets are allowed the use of the kitchen sink once per month to wash vegetables, provided that the Tailgate Market must leave the kitchen in a clean and orderly condition after such usage;
  - ii. All markets are allowed the use of electrical outlets located in the kitchen once per month to provide electricity to small appliances, provided that all Fire Code provisions and directions of the Fire Marshal must be adhered to;
  - iii. The Tailgate Market is allowed full use of the kitchen up to four (4) times per year for special events, provided that the Tailgate Market must leave the kitchen in a clean and orderly condition after such usage; and
  - iv. The Tailgate Market is allowed the use of Town tables and chairs up to twice per year, provided that the Tailgate Market is solely responsible for setting up and storing the tables and chairs properly after use.
- 10) All vendors must use adequate floor protection for their tables, chairs, and signage, such that the floor is protected from cuts, scratches, marring, and scuffing;
- 11) Access to the Town's guest Wi-Fi will be granted, if available;
- 12) Vendors are allowed to unload and load in the Community Center parking lot but must move their vehicles to any available designated parking spaces or the lower Lake Louise parking lot during the market;

- 13) Plants and other items that tend to be messy are not permitted indoors;
  - 14) Market activities must not impede reasonable pedestrian and vehicular access to the Community Center;
  - 15) Food sampling is allowed, subject to prompt cleanup of spills;
  - 16) Food trucks are allowed within the designated parking spaces in effect for each market but must abide by all applicable rules and regulations established by this MOU;
  - 17) Tents and canopies must be properly weighted on all legs to avoid risk of damage and/or injury in a wind event;
  - 18) Vendors must stay off of the sidewalks, grass, and mulched areas;
  - 19) Long electrical extension cords are not allowed so that electrical and trip hazards are minimized.
- B. **SECURITY DEPOSIT.** The Tailgate Market agrees to submit a \$200.00 standing security deposit for the regular use of the Community Center and its grounds. The security deposit shall be applied towards any damage to the facility due to the Tailgate Market use of the facility and property but does not provide a cap for such charges.
- C. **CLEANING FEES.** In lieu of facility use fees the Tailgate Market agrees to provide \$110.00 per week for the Winter Markets and Holiday Markets and \$110.00 per week for the Regular Markets, to cover cleaning fees. Fees are subject to change to account for any adjustments in pricing from the cleaning company under contract with the Town. Cleaning shall cover the general cleaning of the Albert Weaver Room, if applicable, restrooms, and parking lot areas, if applicable. The Tailgate Market shall be responsible for returning patio furniture to its original positions and sweeping the patio (if used) and disposing of trash and recyclables by utilizing the trash and recyclable receptacles provided at the Community Center. Cleaning shall be scheduled and coordinated by the Town's Recreation Coordinator.
- The Tailgate Market shall not be charged any cleaning fees for Market events that are cancelled due to weather, facility issues (including power outages), election activities, or Town-provided programming.
- D. **SIGNAGE.** Signage for the Tailgate Market may only be placed on the Community Center property on the days that a market is to be held and is limited to two A-frame type signs and not more than 10 small ground signs on the Community Center property. Signs may be placed in the grassy and mulched areas as long as plantings are not disturbed. Signs not removed by the Tailgate Market will be collected by Town staff with a fee of \$20.00 being charged for removal and storage.
- E. **ADDITIONAL REQUIREMENTS OF VENDORS.** The Tailgate Market agrees to require all individuals or organizations operating under it to:
- 1) Comply with all law, rules and regulations governing the Community Center and its operations;
  - 2) Comply with the non-discrimination provisions of this MOU;
  - 3) Coordinate any scheduling changes with the Recreation Coordinator;
  - 4) Make all reasonable efforts to ensure the security of the facilities and property and the safety of the event participants and attendees;

- 5) Be responsible for setting up and breaking down the room or property that is to be used for each event;
- 6) Ensure that the facilities and property are left clean and in good condition for the next program, with the understanding that basic cleaning will be provided for the Albert Weaver Room and the restrooms after each market;
- 7) Offer entry free of charge to the public.

F. **INSURANCE.** The Tailgate Market agrees to maintain, at its expense, comprehensive liability insurance through an A-rated company recognized by the State of North Carolina and must have a combined single limit for bodily injury and property damage of not less than \$1,000,000, insuring the Tailgate Market against all claims, demands, and causes of action for injuries received or damages to property in connection with the use of the Community Center. The Tailgate Market agrees to add the Town as an additional insured on its policy and to provide the Town with a copy of said insurance policy annually and upon request.

**SECTION 4. TOWN OBLIGATIONS.**

The Town agrees to generally reserve the Community Center for Tailgate Market events as described above, subject to periodic cancellation due to facility issues and facility availability. The Town agrees to waive any and all rental fees associated with regularly scheduled Tailgate Market events.

**SECTION 5. COMPLIANCE WITH APPLICABLE LAW AND NON-DISCRIMINATION.**

The Tailgate Market shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which hereafter are in force, pertaining to the Community Center and its use.

The Town of Weaverville opposes discrimination on the grounds of race, religion, religious beliefs or non-beliefs, color, national origin, ethnicity, limited English proficiency, income-level, sex, sexual orientation, gender identity or expression, age, or disability, and urges all of its contractors to adopt non-discrimination policies and practices, and to provide a fair opportunity for all individuals, including those individuals historically excluded and under-represented, to participate in their work forces and as subcontractors and vendors under Town contracts. The Tailgate Market agrees to honor these non-discrimination practices and not discriminate on any of the above-stated bases in the programs, services, and activities that it provides under this MOU.

**SECTION 6. NOTICES.** Any notice to either party hereunder must be in writing signed by the party giving it, and shall be deemed given when mailed postage prepaid by the US Postal Service first class, certified, or express mail, or other overnight mail service, or hand-delivered, when addressed as follows:

- |                                |  |
|--------------------------------|--|
| <b>TO THE TOWN:</b>            | Town Manager<br>30 South Main Street<br>Weaverville, NC, 28787           |
| <b>TO THE TAILGATE MARKET:</b> | Weaverville Tailgate Market<br>777 Petersburg Road<br>Marshall, NC 28753 |

**SECTION 7. TERM, TERMINATION, AND AMENDMENT.**

The term of this MOU begins on January 1, 2026, and will expire on December 31, 2026, but may be extended by mutual agreement of the parties.

The MOU shall immediately terminate in the event that the Tailgate Market dissolves or loses its non-profit tax-exempt status. If the Tailgate Market defaults in the performance of any obligation of condition stated herein, the Town may give notice to the Tailgate Market of such default and if the Tailgate Market does not cure any such default within 30 days after giving such notice then the Town may terminate this MOU on not less than 30 days' notice to Tailgate Market. This MOU can be terminated by either party upon six (6) months advanced written notice.

This MOU may be amended in writing signed by the authorized representative of both Parties.

**APPROVED BY** the Town of Weaverville on the 23rd day of February, 2026.

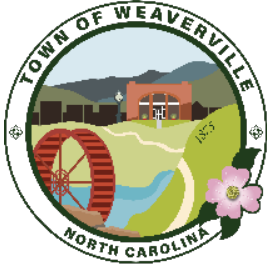
**APPROVED BY** the Weaverville Tailgate Market on the \_\_\_\_ day of \_\_\_\_\_, 2026.

**TOWN OF WEAVERVILLE**

**WEAVERVILLE TAILGATE MARKET**

\_\_\_\_\_  
By: Gary D. Lawrence,, Mayor

\_\_\_\_\_  
By: Lori Jenkins, President



## **TOWN MANAGER'S REPORT**

### ***February 2026***

**Mayor/Council,**

#### **Community Conversations**

I held my 2<sup>nd</sup> "Community Conversations" session on February 17 at 6pm in the Community Room at Town Hall. There were approximately 7 members of the community that came out and the topics discussed included the following:

- Budgeting
- FD Tax rate/County wide fire tax district
- FD Insurance Rating inspection
- Butterfly Trail at clock lot
- Waterline replacement projects
- Proposed new R-6 & R-10 zoning districts
- Duke Energy Project on Main St
- Tree Inventory Davey Group

#### **Duke Energy Project**

As you are aware Duke energy has started their project on Main street. On Feb 24<sup>th</sup> they will be doing some overnight work with power interruption from 7p-5a between Florida Ave and Merrimon. Most days there work is taking place between 9-2 with an occasional day where they start back at 4pm after school traffic. They have been communicating with the town, business owner and the WBA president.

#### **Insurance Services Office (ISO) Inspection**

Members from the "Office of State Fire Marshal" (OSFM) were at the Fire Department on February 16 to conduct our insurance rating inspection. Insurance companies use the ISO rating to determine property insurance costs. It will take a few weeks to get the results of that rating inspection back.

#### **Countywide Fire Tax District**

As mentioned previously, the County is planning to move forward with a single wide tax district that will apply to our North Buncombe Fire District. This will impact our tax revenue and operations. The next meeting and public input session on this will be February 26, 2026.

#### **I-26 Bridge Replacement Project**

The recent period of extremely cold temperatures and weather events have affected progress on this project but overall the time framework seems to be holding. Sometime in March the contractor should make the Stage 2 Bridge Deck pours. This work is highly weather sensitive and may change but at this time there are no issues with engineering or construction which may cause delays. In April and May the contractor should complete the approach slabs and remainder of the grading required to connect the Stage 2 construction to the normal traffic pattern

Northbound/Westbound. Sometime between the middle of May and the end of June we expect that the contractor will make the Stage 2 traffic shift putting all Northbound/Westbound traffic on the stage currently under construction. The traffic shift will occur over a weekend requested by the contractor and reviewed by the engineer. Work on the given weekend will begin on a Friday evening and continue nonstop until traffic is safely shifted onto the Stage 2 alignment.

Stage 3 of the project will consist of completing the bridge and roadway to its full plan footprint/template and another traffic shift. This time the traffic will be shifted onto the inside lanes allowing the outside lanes and shoulders to be completed. Then the work will evolve into final paving, pavement markings, signage, and environmental work to completion for review and acceptance by the Resident Engineer.

Their best thinking is that they will be able to complete the project by the March 14, 2027, date specified in our contract, but changes may occur due to weather events and other project related functions which may be required to put the project into service.

### **Lead and Copper Rule Compliance**

As part of the Lead and Copper Rule Revisions (LCRR) published December 16, 2021, the Environmental Protection Agency (EPA) requires that all public water systems develop an inventory of all service line connections, both system-owned and customer-owned. The inventory must identify the potential presence of lead or copper within each service line connection. NCDEQ has engaged some contractors to provide technical assistance, at no charge to system owners, to assist with the completion of the inventory. The Town has entered into an agreement with 120Water on this project and they are expected to perform the work to determine if lead or copper is present in approximately 600 lines within our water system. There is no financial obligation for the project, but Public Works staff will be supporting these efforts.

### **Citizens Academy**

This year's Citizens Academy is well underway with approximately 25 participants. The next session will be at the Community Center on March 5 at 6pm and will provide information concerning the Community Center, recreation, and opportunities for community engagement, including participation on the Town's various boards and committees.

### **Stormwater Illicit Discharge Training**

Public Works is hosting an illicit discharge training for compliance with the Town's MS4 permit. Dr. Mary Roderick of the Land of Sky Regional Council conducted the training for Town employees. An illicit discharge is any substance other than pure stormwater entering a Municipal Separate Storm Sewer System (MS4), such as paint, oil, or sewage in storm drains.

### **Upcoming Town Meetings/Events**

- March 2 – Planning Board Meeting
- March 4 – Tree Board Meeting – Tree Assessment Report/Presentation (6pm)
- March 9 – Town Council Regular Workshop Meeting – Budget
- March 23 – Town Council Regular Meeting
- April 3 – Good Friday - Town Offices Closed



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

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Dry Ridge Historical Museum Presentation  
**PRESENTER:** Museum Board Chair Judy Craggs  
**ATTACHMENTS:** Annual Report for 2025  
4<sup>th</sup> Quarter Report for 2025

**DESCRIPTION/SUMMARY OF REQUEST:**

Judy Craggs serves as the Board Chair of the Dry Ridge Historical Museum. Ms. Craggs will be at tonight's meeting to give a brief presentation to Town Council on the Museum's activities during 2025.

Their 4<sup>th</sup> Quarter and Annual Report for 2025 are attached.

**COUNCIL ACTION REQUESTED:**

No Town Council action requested.



# DRY RIDGE

## Historical Museum

### DRY RIDGE HISTORICAL MUSEUM ANNUAL REPORT 2025

In 2025 the Town of Weaverville observed the 150th Anniversary of its official charter. The town was named Weaverville to recognize the gift of land from Michael Montraville Weaver for the town and the College. To celebrate this milestone Dry Ridge Historical Museum expanded its presence in the community, creating banners for Main Street, giving tours of historic Main Street and the old Weaverville Cemetery featuring the town's founders and notable residents. Merchandise was created to promote Weaverville at events and festivals throughout the year.

Programs and showcases at the Museum focused on Weaverville history and the stories of its people. Events were wide ranging from Affrilachia to Moonshine to local authors and storytellers. Rotating showcases in the Community Center are seen by all people visiting for classes and programs.

The Museum participated in the Resilient Weaverville program, providing historic context for the Water Wheel. Participation in Music on Main and the July 4th town celebration were new opportunities for engagement with the community. Sponsoring the Candlelight Stroll at the Community Center featuring school choruses and local musicians is annually our gift to the Community. A shuttle was provided to take passengers to and from downtown Weaverville for the evening.

The Museum continues to record oral histories, research houses for residents and provide genealogical information to families near and far. Finding an ancestor's picture or a family memento is a treasured experience for visitors. An I Pad is available in the Museum for viewing clips of oral histories, the You Tube channel currently has 40 videos and a newsletter goes out periodically to email subscribers. Information is posted regularly on our Website and Facebook page.

As well as individual tours, group and school tours are offered in the Museum, Kindergarten Day is a favorite activity. Many students bring their parents and grandparents back to see the Museum. Our Coloring Book was reprinted this year with history of the area.

In the next year the Museum plans to continue to extend our outreach into the Community and to present meaningful exhibits and programs that tell the stories of all the people who have made Weaverville the town we know today.

Respectfully submitted,

Judith Reagan Craggs, Chair



# DRY RIDGE

## Historical Museum

### **Fourth Quarter Report 2025 December 31, 2025**

- Volunteer Hours - 780
- Visitors - 177
- Interactions on Google Business Profile - 172
- October Coffee talk with former Mayor Al Root, oral history - 18 attendees
- October Tour of Old Weaverville Cemetery featuring notable area Residents and Weaverville History - 24 participants
- November Evening Event with local author Terry Roberts - 41 attendees
- December Candlelight Stroll Event, High School and Windy Ridge Choruses, Local Musicians and Homemade Treats - 100+ visitors
- Sponsored the Shuttle from the Community Center to Weaverville for the Candlelight Stroll
- New Showcases
  - Dobbins Nutcracker Collection
  - Winter Holidays
  - Celebrating Weaverville with Town merchandise
- YouTube Channel expanded, currently 40 videos featuring Weaverville history and oral history interviews, currently at 1,043 views
- Newsletter sent to 500 subscribers
- Added additional hours during Tailgate Market days

Respectfully submitted,

Judith Reagan Craggs, Chair

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Asheville Butterfly Trail – Weaverville Installation  
**PRESENTER:** Assistant Town Manager Jackson and Asheville Butterfly Trails Representatives  
**ATTACHMENTS:** None

**DESCRIPTION/SUMMARY OF REQUEST:**

The Assistant Town Manager will be at tonight’s meeting to update Town Council on this project and to introduce Asheville Butterfly Trail representatives who will provide Council with a short presentation.

**COUNCIL ACTION REQUESTED:**

No Town Council action requested.

**TOWN OF WEAVERVILLE**  
**TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Code Amendment – Ch. 20 – New R-6 and R-10 Districts  
**PRESENTER:** Planning Director Eller  
**ATTACHMENTS:** Proposed Ordinance

**COUNCIL ACTION REQUESTED:**

The proposed new R-6 and R-10 residential districts are placed on tonight’s Town Council agenda for continued discussion and possible action following the joint meeting between Town Council and the Planning Board held on February 9.

Should Town Council wish to move forward and take action on one or both new residential districts, the following motion is suggested:

*I move the adoption of the **ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20 TO ADD NEW RESIDENTIAL ZONING DISTRICT IDENTIFIED AS R-6 AND R-10** as presented/as modified.*

**DESCRIPTION/SUMMARY OF REQUEST:**

The Planning Board and staff have worked on developing the R-6 and R-10 residential districts as additional zoning options for single family development on smaller lots.

Positive recommendations from the Planning Board have been received and the public hearing on these proposed amendments was held on December 9, so action would be proper.

**ORDINANCE AMENDING WEAVERVILLE TOWN CODE CHAPTER 20  
TO ADD NEW RESIDENTIAL ZONING DISTRICT IDENTIFIED AS R-6 AND R-10**

**WHEREAS**, one of the current goals of the Comprehensive Land Use Plan (CLUP), last updated in January 2025, calls for a review of residential uses for consistency and compatibility with policy directives and, as part of that work, the Planning Board has considered the implementation of residential districts to provide for single family residential development on smaller lots;

**WHEREAS**, the Planning Board met 1 July 2025 and considered code amendments to create of an R-6 zoning district that would allow single family residential development on smaller lots with reduced minimum lot width and with a unanimous vote found such amendments to be consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendment provides additional zoning options;

**WHEREAS**, on 1 September 2025 and 6 October 2025 the Planning Board studied and developed code amendments for a new R-10 zoning district to accommodate single family residential development on smaller lots with reduced minimum lot width and reduced side yard setbacks and, with a majority vote, found those amendments to be consistent with the Town's comprehensive land use plan, reasonable, and in the best interest of the public in that such amendment provides additional zoning options;

**WHEREAS**, after proper notice the Town Council held a public hearing on 9 December 2025 in order to receive input from the public on these amendments;

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

1. The findings and recommendations of the Planning Board are hereby incorporated by reference and adopted by Town Council, including specifically a finding that the amendments approved herein are consistent with the Town's adopted comprehensive land use plan and reasonable.
2. Code Sections 20-3201, 20-3205, 20-3206, 20-3310, 20-3315, 20-4101, 20-4209(a), 20-4210(a), 20-4211(a), and 20-4212(a) are amended with the added language shown as underlined and deleted language, if any, is shown with strike-throughs, all as shown on Attachment A which is incorporated herein by reference.
3. It is the intention of Town Council that the sections and paragraphs of this Ordinance are severable and if any section or paragraph of this Ordinance shall be declared unconstitutional or otherwise invalid by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect any of the remaining paragraphs or sections of this Ordinance, since they would have been enacted by Town Council without the incorporation in this Ordinance of any such unconstitutional or invalid section or paragraph.

4. These amendments shall be effective immediately upon adoption and codified.

**ADOPTED THIS** the \_\_\_\_ day of February, 2026, by a vote of \_\_\_\_ in favor and \_\_\_\_ against.

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**GARY D. LAWRENCE**, Mayor

**ATTESTED BY:**

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**TAMARA MERCER**, Town Clerk

# ATTACHMENT A

## Sec. 20-3201. Conventional districts.

The following conventional districts are hereby established:

- (a) *R-1 district.* The primary residential district is established in which the principal use of the land is for single family residential purposes and the regulations for the R-1 district are established in order to protect the existing residential development and promote a suitable environment for residential life in a low density community.
- (b) *R-2 district.* The transitional residential district is established in which the principal use of the land is for residential purposes and the regulations for the R-2 district are established in order to protect the existing residential development and protect and promote a suitable environment for residential life in a moderate density community.
- (c) *R-3 district.* The general residential district is established in in which the principal use of the land is for residential purposes and the regulations for the R-3 district are established in order to protect the existing residential development and protect and promote a suitable environment for residential life with a higher allowable density than the R-1 and R-2 districts.
- (d) *R-6 district.* The residential district is established in which the principal use of the land is for single-family residential purposes. The regulations for the R-6 district are established to provide an opportunity for higher density single-family development in areas where such development is compatible with the surrounding environment. With smaller dimensional requirements compared to the R-1 district, the R-6 district allows for a more efficient use of land while still maintaining a residential character and promoting a suitable environment for family living in a low-density residential community.
- (e) *R-10 district.* The residential district is established in which the principal use of the land is for single-family residential purposes. The regulations for the R-10 district are established to accommodate slightly higher-density single-family residential development through reduced lot area requirements, while still ensuring the preservation of the character of the neighborhood. The R-10 district provides flexibility for development while promoting a suitable environment for residential life within a moderately dense, single-family residential area.
- (f) *R-12 district.* The multi-unit residential district is established in which the principal use of the land is for residential purposes and the regulations for the R-12 district are established in order to provide a location for multi-unit residential development such as apartments and to provide regulations to minimize the effects of higher density residential uses.
- (g) *C-1 district.* The central business district is established in which the principal use of the land is for retail and food service businesses and the regulations for the C-1 district are established in order to protect the present retail businesses and service development within the district and promote future development within the district of businesses compatible with a vibrant, walkable main street.
- (h) *C-2 district.* The general business district is established in which the principal use of the land is for commercial development and the regulations for the C-2 district are established in order to promote current and future development of businesses which are required to serve the needs of residents of the town with convenience shopping, goods and services.
- (i) *I-1 district.* The light industrial district is established in which the principal use of the land is for light industrial development and the regulations for the I-1 district are established in order to promote industrial development but provide that the noise, dust, glare, and odor of each such industrial operation be kept to a minimum.

**Sec. 20-3205. Table of uses.**

The following notes shall be applicable to the Table of Uses established herein.

- (1) Additional standards for those uses identified on the Table of Uses as "permitted with standards" are found in article III of part III of this chapter.
- (2) If a proposed use can't be found on the table of uses herein established or is not specifically defined herein, then the zoning administrator shall make a determination on which use most closely resembles the proposed use and shall apply those regulations and restrictions. Such determination may be made as a formal interpretation, or as part of an issuance or denial of a zoning permit or a notice of violation. The zoning administrator's determination is subject to an appeal of an interpretation which shall be heard by the board of adjustment.
- (3) The abbreviations and symbols shown in the Table of Uses have the following meanings:  
 "C" = Conditional District required  
 "P" = Permitted  
 "PS" = Permitted with Standards  
 "-" = Not Permitted

USES	R-1	R-2	R-3	<u>R-6</u>	<u>R-10</u>	R-12	C-1	C-2	I-1	MHO
<b>RESIDENTIAL</b>										
Dwelling - Single Family	P	P	P	<u>P</u>	<u>P</u>	-	-	-	-	-
Dwelling - Duplex	-	P	P	-	-	P	-	-	-	-
Dwelling - Multifamily (4 or fewer units/building)	-	P	P	-	-	P	-	-	-	-
Dwelling - Multifamily (more than 4 units/building)	-	-	PS	-	-	PS	-	-	-	-
Dwelling - Secondary	PS	PS	PS	<u>PS</u>	<u>PS</u>	-	-	-	-	-
Family Care Home (6 or fewer residents)	PS	PS	PS	<u>PS</u>	<u>PS</u>	-	-	-	-	-
Child Care Home (6 or fewer children)	PS	PS	PS	<u>PS</u>	<u>PS</u>	-	-	-	-	-
Home Occupation	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	-
Manufactured Home	-	-	-	-	-	-	-	-	-	PS
Manufactured Home Park	-	-	-	-	-	-	-	-	-	-
Recreational Vehicle	-	-	-	-	-	-	-	-	-	-
Recreational Vehicle Park, Campground	-	-	-	-	-	-	-	C	C	-
Bed & Breakfast	P	P	P	<u>P</u>	<u>P</u>	-	-	-	-	-
Hotel, Motel, Inn	-	-	-	-	-	-	C	C	C	-
<b>OFFICE / SERVICE</b>										
Animal Services, Veterinary Clinic	-	-	-	-	-	-	P	P	P	-
Automated Teller Machines	-	-	-	-	-	P	P	P	P	-
Automobile Services, Gas Station	-	-	-	-	-	-	P	P	P	-
Automobile Services, Repair	-	-	-	-	-	-	PS	PS	PS	-
Banks, Credit Unions, Financial Services	-	-	-	-	-	-	PS	P	P	-
Child Care Center (more than 6)	-	-	-	-	-	-	C	PS	PS	-
Community Service Organization	-	-	-	-	-	-	-	P	P	-
Equipment Rental (Exterior Storage)	-	-	-	-	-	-	-	-	P	-
Equipment Rental (Interior Storage)	-	-	-	-	-	-	-	P	P	-

Funeral Home	-	-	-	-	-	-	P	P	P	-
Group Care Facility (more than 6 residents)	-	-	-	-	-	-	C	P	P	-
Government Services	C	C	C	C	C	C	C	P	P	-
Kennels	-	-	-	-	-	-	-	PS	PS	-
Medical Services - Clinic, Urgent Care Center, Hospital	-	-	-	-	-	-	-	P	P	-
Medical Services - Doctor Office	-	-	-	-	-	-	P	P	P	-
Personal Services	-	-	-	-	-	-	P	P	P	-
Post Office	-	-	-	-	-	-	-	P	P	-
Professional Services	-	-	-	-	-	-	P	P	P	-
Studio - Art, Dance Martial Arts, Music	-	-	-	-	-	-	P	P	P	-
<b>RETAIL / RESTAURANTS</b>										
Accessory Retail	-	-	-	-	-	-	P	P	P	-
Alcoholic Beverage Sales Store	-	-	-	-	-	-	P	P	P	-
Auto / Mechanical Parts Store	-	-	-	-	-	-	P	P	P	-
Bar / Tavern / Night Club	-	-	-	-	-	-	P	P	P	-
Drive-Thru Retail / Restaurant	-	-	-	-	-	-	-	P	P	-
General Retail (Under 5,000 sq. ft.)	-	-	-	-	-	-	P	P	P	-
General Retail (5,000 - 9,999 sq. ft.)	-	-	-	-	-	-	C	P	P	-
General Retail (10,000 - 24,999 sq. ft.)	-	-	-	-	-	-	C	PS	PS	-
General Retail (25,000 sq. ft. or more)	-	-	-	-	-	-	C	C	C	-
Multi-tenant Development (Under 25,000 sq. ft.)	-	-	-	-	-	-	C	PS	PS	-
Multi-tenant Development (25,000 sq. ft. or more)	-	-	-	-	-	-	C	C	C	-
Pawn Shop	-	-	-	-	-	-	-	P	P	-
Restaurant	-	-	-	-	-	-	P	P	P	-
Vehicle / Heavy Equipment Sales - Indoor	-	-	-	-	-	-	P	P	P	-
Vehicle / Heavy Equipment Sales - Outdoor	-	-	-	-	-	-	-	P	P	-
<b>ENTERTAINMENT / RECREATION</b>										
Amusements - Indoor	-	-	-	-	-	-	P	P	P	-
Amusements - Outdoor	-	-	-	-	-	-	-	P	P	-
Cultural or Community Facility	C	C	C	C	C	C	C	C	C	-
Recreation Facilities - Indoor	PS	PS	PS	PS	PS	PS	P	P	P	-
Recreation Facilities - Outdoor	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Theater - Motion Picture	-	-	-	-	-	-	-	P	P	-
<b>MANUFACTURING / WHOLESALE / STORAGE</b>										
Manufacturing, Heavy	-	-	-	-	-	-	-	-	C	-
Manufacturing, Light	-	-	-	-	-	-	-	P	P	-
Manufacturing, Neighborhood	-	-	-	-	-	-	P	P	P	-
Metal Product Fabrication, Machine or Welding Shop, Auto Body Shop	-	-	-	-	-	-	-	-	P	-
Mini-Warehouses	-	-	-	-	-	-	-	-	P	-
Outdoor Storage Yard	-	-	-	-	-	-	-	-	C	-
Warehousing and Distribution - Exterior Storage	-	-	-	-	-	-	-	-	P	-
Warehousing and Distribution - Interior Storage	-	-	-	-	-	-	-	P	P	-
<b>CIVIC / INSTITUTIONAL</b>										

Cemeteries	-	-	-	-	-	-	-	-	C	-
Public Safety Facilities	C	C	C	<u>C</u>	<u>C</u>	C	C	P	P	-
Religious Institutions	C	C	C	<u>C</u>	<u>C</u>	C	C	C	C	-
Schools	C	C	C	<u>C</u>	<u>C</u>	C	C	C	C	-
<b>UTILITIES</b>										
Solar Collector System - Primary Use	-	-	-	-	-	-	-	-	PS	-
Wireless Telecommunication Facility - Stealth	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	-
Wireless Telecommunication Facility - Tower	-	-	-	-	-	-	-	PS	PS	-
<b>MISCELLANEOUS USES</b>										
Accessory Structures	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	P	P	P	-
Adult Establishment	-	-	-	-	-	-	-	C	C	-
Agriculture - Commercial	-	-	-	-	-	-	PS	PS	PS	-
Agriculture - Neighborhood	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	-
Crematories	-	-	-	-	-	-	-	-	C	-
Event Center	-	-	-	-	-	-	C	C	C	-
Gaming Terminals	-	-	-	-	-	-	-	PS	PS	-
Mixed-Use Building or Structure	-	-	-	-	-	PS	PS	PS	-	-
Noxious Uses	-	-	-	-	-	-	-	-	C	-
Solar Collector System - Roof Mounted - Accessory Use	P	P	P	<u>P</u>	<u>P</u>	P	P	P	P	P
Solar Collector System - Ground Mounted - Accessory Use	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	PS
Tattoo Parlors	-	-	-	-	-	-	-	P	P	-
<b>TEMPORARY USES</b>										
Farmers Market	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	-
Mobile Food Vendor	-	-	-	-	-	-	PS	PS	PS	-
Temporary Use	PS	PS	PS	<u>PS</u>	<u>PS</u>	PS	PS	PS	PS	-

**Sec. 20-3206. Table of dimensional requirements.**

Zoning District	R-1	R-2	R-3	<u>R-6</u>	<u>R-10</u>	R-12	C-1	C-2	I-1	MHO <sup>11</sup>
Minimum Lot Area (sq. Ft.)	10,000 <sup>2,7</sup>	7,500 <sup>1,2,3,4,7,12</sup>	5,445 <sup>1,2,3,4,7,12</sup>	<u>7,260</u>	<u>4,356</u>	7,500 <sup>4,7,8,12</sup>	0	0	0	5,445 <sup>1,2,3,4,7</sup>
Minimum Lot Width(ft.)	100	75 <sup>12</sup>	75 <sup>12</sup>	<u>75</u>	<u>50</u>	75 <sup>12</sup>	0	50	0	75
Minimum Front Yard (ft.)	30	30 <sup>12</sup>	30 <sup>12</sup>	<u>30</u>	<u>30</u>	30 <sup>12</sup>	0	0	0	30
Major Thoroughfare	30	30	30	<u>30</u>	<u>30</u>	30 <sup>5</sup>	0	60	35 <sup>5</sup>	30
Minor Thoroughfare	30	30	30	<u>30</u>	<u>30</u>	30 <sup>5</sup>	0	25 <sup>5</sup>	35 <sup>5</sup>	30
With Parking in Front	-	-	-	<u>-</u>	<u>-</u>	-	-	60	-	-
Without Parking in Front	-	-	-	<u>-</u>	<u>-</u>	-	-	40	-	-
Minimum Side Yard (ft.) Abutting Residential District	10	10 <sup>6,12</sup>	10 <sup>6,12</sup>	<u>10</u>	<u>6</u>	10 <sup>6,12</sup>	0	30	40	10 <sup>6</sup>
Minimum Side Yard (ft.) Abutting Commercial or Industrial District	10	10 <sup>6</sup>	10 <sup>6</sup>	<u>10</u>	<u>6</u>	10 <sup>6</sup>	0	0	40	10 <sup>6</sup>
Minimum Rear Yard (ft.) Abutting Residential District	10	10 <sup>6,12</sup>	10 <sup>6,12</sup>	<u>10</u>	<u>10</u>	10 <sup>6,12</sup>	0	30	40	10 <sup>6</sup>
Minimum Rear Yard (ft.) Abutting Commercial or Industrial District	10	10 <sup>6</sup>	10 <sup>6</sup>	<u>10</u>	<u>10</u>	10 <sup>6</sup>	0	0	40	10 <sup>6</sup>
Height Limit (ft.)	35	35	35	<u>35</u>	<u>35</u>	45 and no more than 3 stories	Note 10	75	75	18
Buffer if Abutting a Residential District (ft.)	0	0	0	<u>0</u>	<u>0</u>	20	Note 9	20	20	0

The following notes apply to the Table of Dimensional Requirements set out above:

See sections on dwelling setbacks (Code section 20-3208(h) and (i)), nonconforming lots (Code section 20-1602); and right-of-way (Code section 20-3208(b)).

Additional Notes corresponding to the table:

1. 10,000 square feet if no public sewerage is available.
2. 20,000 square feet if neither public water or sewerage is available.
3. 5,000 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 8 units per acre.
4. 10,000 additional square feet for each additional dwelling unit when public water and/or sewer is not available.
5. 40 feet if property directly across the right-of-way is zoned residential.
6. 15 feet for duplexes; 25 feet for all other multi-family dwelling units.
7. Additional square footage may be required by the authority having jurisdiction over private water and/or sewerage systems located on individual lots.
8. 3,280 additional square feet for each additional dwelling unit when public water and/or sewer is available, but in no event may density exceed 12 units per acre.
9. Where a lot in the C-1 district abuts a residential district, either directly or across a street (on the side of the C-1 lot), and any use is hereafter established on the C-1 lot by the construction of a new building thereon or by the enlargement of an existing building on the C-1 lot which enlargement exceeds by 25 percent the floor area of the existing building, such building and such lot shall be screened from the lot in the residential district by a vegetative screen on the side of the building or lot facing the residential lot shall require screening. Exceptions to this buffering requirement in C-1 are as follows:
  - (a) These provisions shall not apply to any lot which is used for a use which would be permitted in the adjacent residentially zoned district.
  - (b) The vegetative screen required shall be omitted along the street where the C-1 lot fronts.
  - (c) The board of adjustment shall have the authority to alter or eliminate the required vegetative screen where the lot requiring the vegetative screen and the adjacent lot zoned residential are in single ownership or upon receipt of a notarized statement waiving or modifying the screening provisions of this section, between the owner of the lot requiring the vegetative screen and the owner of the adjacent lot zoned residential. Any such agreements shall be attached to the application for zoning permit and retained by the town.
10. In the C-1 district, every building or structure hereafter erected or structurally altered to exceed 35 feet in height, shall, above such 35-foot height, be set back from the front line of the property on which the building or structure is located on the ratio of one set back foot for each two-foot rise above such 35-foot height. In no case shall the height be greater than 57 feet (which would require a setback of 11 feet).

Where more than one-half of the street frontage in a particular street block is zoned residential and the remaining frontage on the same side of that street block is zoned C-1, the height regulations for the residential district shall apply to the lots zoned for commercial uses on that side of the street block.
11. The dimensional standards for the MHO district only apply to manufactured homes. To the extent that a dimensional requirement for a manufactured home in the MHO district is inconsistent with the corresponding dimensional requirement of the underlying use district, the more restrictive dimensional requirement shall apply to that manufacture home.

12. For "multifamily dwelling" or "dwelling, multifamily" projects which are designed to offer individual dwelling units or lots for sale rather than rent, the dimensional requirements shall be as set forth in subsection (d) of Code section 20-3324.

**Sec. 20-3310. Farmers market.**

- (a) Vendors may offer seasonal horticultural, agricultural, aquacultural or forest products, including but not limited to raw fruits, vegetable, perennials, annuals bulbs, dried flowers, Christmas trees, and similar products.
- (b) Vendors may offer value-added horticultural, agricultural, aquacultural or forest products which were produced by the vendor, including but not limited to baked goods, meat, dairy, honey, cider, preserves, relishes, jams, jellies and similar products.
- (c) Vendors may offer hand-made crafts and works of art which were produced by the vendor; provided, however, that such products shall not exceed 25 percent of all products sold within the venue on any given day of operation.
- (d) Vendors may offer food items prepared by the vendor; provided, however, that such products shall not exceed 25 percent of all products sold within the venue on any given day of operation, and provided that the vendor shall comply with all applicable requirements of the director of public health and the North Carolina Department of Agriculture.
- (e) The sale of live animals is prohibited.
- (f) Off-street parking shall be provided in order to maintain the safe flow of traffic in the immediate vicinity.
- (g) Farmers markets operating within the R-1, R-2, R-3, [R-6](#), [R-10](#) or R-12 districts shall only be conducted on property owned by the town. Additionally, these farmers markets may not operate more than one day per week and for no longer than eight hours on such day.

**Sec. 20-3315. Mobile food vendors.**

- (a) No waste, wastewater or grease shall be distributed into the sanitary sewer system, stormwater system, or other public spaces.
- (b) Mobile food vendors:
  - (1) Shall be situated at least ten feet from all property lines, excepting those separating contiguous parcels under common ownership, and
  - (2) Shall not encroach onto any street or sidewalk, and
  - (3) Shall not obstruct any loading zone or parking space required by this chapter, and
  - (4) Shall not create a sight line obstruction.
- (c) Mobile food vendors shall be located at least 150 feet from any primary residential structure located within the R-1, R-2, R-3, [R-6](#) or [R-10](#) district.
- (d) Mobile food vendors shall not be located within ten feet of any fire hydrant.
- (e) Hours on site shall be consistent with the hours of operation of the principal building or use of the property on which the mobile food vendor is located but in no instance shall such hours exceed 7:00 a.m. to 11:00 p.m.
- (f) Each mobile food vendor shall supply at least one receptacle for waste which must be emptied regularly and removed upon conclusion of hours of operation. Town waste receptacles shall not be used.
- (g) In addition to signage displayed directly on the vehicle, one sign attached to the ground, or menu board sign, which shall not exceed four feet in height or eight square feet of surface area, is permitted. Such a sign shall

be placed within ten feet of the mobile food unit or vehicle and shall only be displayed during hours of operation.

- (h) The sale of alcoholic beverages shall not be permitted by any mobile food vendor absent the issuance of the requisite special event permit.
- (i) Mobile food vendors are only permitted on public property, including but not limited to any real property, parking spot or lot, or road or right-of-way under municipal or state control and ownership, in conjunction with the issuance of a special event permit. Mobile food vendors operating in conjunction with a special event permit issued by the town are not subject to these regulations but are governed by the conditions placed upon the permit for approval.
- (j) Mobile food vendors are also subject to standards of the Buncombe County Health Department as it relates to the permitting, inspection and grading of all regulated food service establishments.
- (k) In no instance shall a mobile food vendor be permitted to be the primary or principal use of a parcel of land.
- (l) A zoning permit is required for each parcel which proposes to establish a mobile food vendor. The fee for said permit may be found within the schedule of fees.

**Sec. 20-4104. Sign restrictions for R-1, R-2, R-3, R-6 and R-10 districts.**

- (a) Signs displaying commercial messaging for legally operating nonconforming uses shall be allowed one nameplate sign not to exceed eight square feet per side of sign for a maximum total aggregate sign area of 16 square feet.
- (b) Each residential development approved under a special use permit or conditional district, or as a major subdivision, or legally operating nonconforming residential uses, shall be allowed one freestanding sign per entrance. Said sign shall be no larger than 50 square feet of surface area per side of sign up to a maximum of 100 square feet of aggregate surface area per sign and shall not exceed six feet in height.
- (c) Flags:
  - 1. Size: Not to exceed 24 square feet in area.
  - 2. Height: Not to exceed 24 feet in height or no higher than the highest point of the principal building roof, whichever is lower.
  - 3. Number: Up to three flags on one flagpole per lot shall be allowed on the property.
  - 4. Location: Flagpoles shall be placed inside the setbacks of the applicable zoning district.

**Sec. 20-4209. Wireless telecommunication facilities - Microcell.**

- (a) Use districts: C-1, C-2, I-1 and all Town of Weaverville owned property located in R-1, R-2, R-3, R-6, and R-10.

**Sec. 20-4210. Wireless telecommunication facilities - concealed.**

- (a) Use districts: C-1, C-2, I-1 and all Town of Weaverville owned property located in R-1, R-2, R-3, R-6, and R-10.

**Sec. 20-4211. Wireless telecommunication facilities - collocated.**

- (a) Use districts: Use Districts: C-1, C-2, I-1 and all Town of Weaverville owned property located in R-1, R-2, R-3, R-6, and R-10.

**Sec. 20-4212. Wireless telecommunication facilities - monopole.**

- (a) Use districts. Use districts C-2 and I-1 and all Town of Weaverville owned property located in R-1, R-2, R-3, R-6, and R-10.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** AdventHealth Hospital Planning Update  
**PRESENTER:** Town Councilmember Young  
**ATTACHMENTS:** None

**DESCRIPTION/SUMMARY OF REQUEST:**

Councilmember Young wishes to provide Town Council and the public with an update on the AdventHealth Hospital project at tonight's meeting

**COUNCIL ACTION REQUESTED:**

No Town Council action requested.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026

**SUBJECT:** Town Council Operating Guidelines for High Quality Governance

**PRESENTER:** Mayor Lawrence

**ATTACHMENTS:** Proposed Operating Guidelines

**TOWN COUNCIL ACTION REQUESTED:**

The Mayor asks for Town Council discussion and action to adopt some operating guidelines such as what is proposed and attached in order to maintain a high quality of governance within Weaverville.

Suggested motion:

*Motion to adopt the Operating Guideline for High Quality Governance as proposed/as amended.*

# TOWN OF WEAVERVILLE

## OPERATING GUIDELINES FOR HIGH QUALITY GOVERNANCE

1. The Town’s strategic priorities will guide the work of Town Council and staff and will be supported by a thoughtful priority setting process and cycle.
2. Town Council will honor the expressed will of the majority and respect the concerns of the minority.
3. Town Council will ensure that policy decisions and direction to Town management are communicated by the entire Town Council.
  - Where policy decisions or direction are unclear, the Town Manager will seek clarification from the Council.
  - No single member of Town Council can provide direction on policy implementation to the Town Manager.
4. Council Members do not want their interactions with and requests to staff to negatively impact staff productivity.
  - Staff members should use their judgment and explain the resources that would be required to respond to Town Council or Council Member requests.
  - If a policy issue is going to affect workload or a policy direction, it should be sent through the Town Manager’s Office.
5. When a Council Member sends a communication to a staff member, it should be copied to the Town Manager and Department Head involved. Urgent matters should be clearly stated in the subject line.
6. To ensure maximum productivity, Town Council should focus on policy-making work and the staff should focus on the day-to-day operational work and provide progress reports as requested or agreed to.
7. Town Council and staff are responsible to the taxpayers and residents of our Town and we should all give our best efforts to work for the benefit of all of our constituents.
8. When a Council Member has a concern regarding staff performance, that concern will be communicated to the Town Manager’s Office in a timely manner so that it can be addressed.

**ADOPTED** this the \_\_\_\_ day of \_\_\_\_\_, 2026.

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**Gary D. Lawrence, Mayor**

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**John Chase, Vice Mayor**

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**Peter McGuire, Council Member**

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**Jennifer Young, Council Member**

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**Phil Barnett, Council Member**

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**Mark Endries, Council Member**

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**Andrew Nagle, Council Member**

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** FY2026-2027 Budget – Town Council Priorities  
**PRESENTER:** Town Manager Harris  
**ATTACHMENTS:** None

**COUNCIL ACTION REQUESTED:**

Town Council is asked to discuss and provide any preliminary direction concerning budget priorities to staff that Town Council deems appropriate at this early stage in the budget process.

**DESCRIPTION/SUMMARY OF REQUEST:**

Town Manager Harris will be at tonight’s meeting to listen to any Town Council discussion regarding priorities. These conversations will be helpful to the Town Manager and staff as the budget is being developed. Below is a list of Town Council meetings at which budget will be discussed further:

- Budget Workshop #1 – March 9
- Town Council Meeting – March 23
- Budget Workshop #2 and Presentation of Manager’s Proposed Budget– April 13
- Town Council Meeting – April 27
- Budget Workshop #3 and Public Hearing on Proposed Budget – May 11
- Town Council Meeting – May 18
- Budget Workshop #4 and Possible Adoption – June 8
- Town Council Meeting and Adoption (if needed) – June 22

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**MEETING DATE:** February 23, 2026  
**SUBJECT:** Quarterly Report – Fire  
**PRESENTER:** Interim Fire Chief Briscoe  
**ATTACHMENTS:** None

**DESCRIPTION/SUMMARY OF REQUEST:**

Interim Fire Chief Briscoe will be at tonight’s meeting to provide a quarterly report of activity at the Fire Department.

No action requested.

**TOWN OF WEAVERVILLE  
TOWN COUNCIL AGENDA ITEM**

**Date of Meeting:** Monday, February 23rd, 2026

**Subject:** Quarterly Report from Weaverville Police Department for February 2026

**Presenter:** Police Chief Somer Oberlin

**Attachments:** Quarterly Report

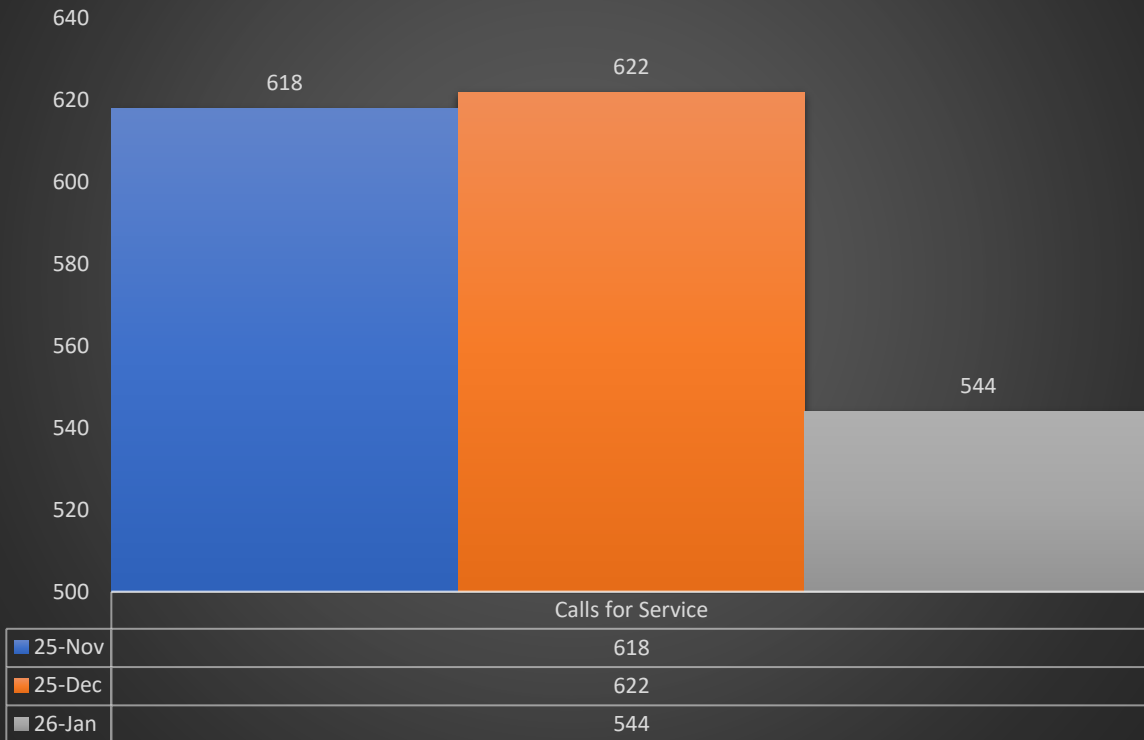
**Description:**

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

**Council Action Requested:**

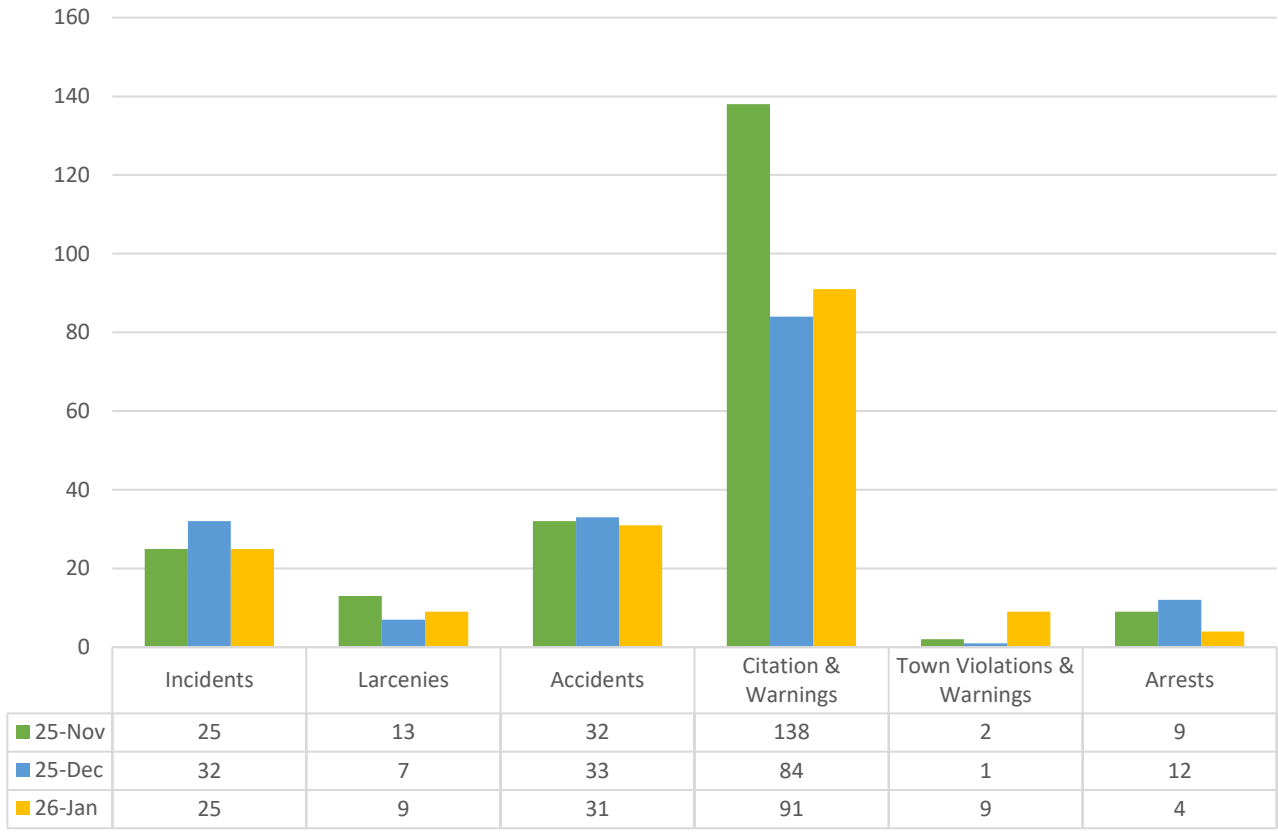
No action required.

## Weaverville Police Department Quarterly Report November, December 2025, January 2026



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

Weaverville Police Department  
 Quarterly Report  
 November, December 2025, & January 2026



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

\* Citations (200) & Warnings Include-Traffic Offenses (171), Criminal Offenses (29), Warnings (113)

\* Ordinance Violations Include-Parking (11), Noise, Dogs Running at Large (1), Public Urination, Firearms

<u>Activity</u>	<u>2025 Totals</u>	<u>2024 Totals</u>
<b>*Total Activities</b>	<b>7,293</b>	<b>6,560</b>
Arrests	85	72
Vehicle crashes	364	376
Citations & Warnings	1,287	874
Town Ordinance Violations	106	103
Robbery	3	0
Aggravated Assault	1	2
Simple Assault	21	16
Sex Offense	2	4
Kidnapping	1	1
Burglary/B&E	9	12
Theft-Shoplifting	39	50
Theft from a Building	0	1
Theft-From a Motor Vehicle	7	11
All Other Theft	68	82
Motor Vehicle Theft	3	2
Destruction/Damage/Vandalism	14	10
Counterfeiting/Forgery	5	3
Fraud	27	9
Embezzlement	0	1
Stolen Property	3	0
Drug/Narcotic Violations	20	14
Drug Equipment Violations	16	10
Weapon Law Violations	7	2
Directed Patrol	100	84

*\*Total activities count comes from CAD, not everything they include is listed above.*

*\*\*Fraud Includes: False Pretense/Swindle/Confidence Gm/Credit Card/ATM Machine Fraud*

## **Training and Professional Development**

- Chief and Captain attended the NC Police Chief Conference in Cherokee.
- Patrol received updated AED training.
- 2 officers (and aspiring detectives) successfully completed NCJA Interview and Interrogation training.
- 2 detectives attended a regional investigations conference.
- 3 officers (and aspiring supervisors) successfully completed 1<sup>st</sup> Line Supervision training through NCJA.
- Agency Taser recertification
- Multiple staff members completed CPR recertification
- The administrative assistant and evidence technician completed the North Carolina Records Management Symposium
- 3 officers completed Intoximeter recertification

## Activities of Interest

- Our newest officer graduated from BLET. 2<sup>nd</sup> Weaverville PD Cadet to graduate from our BLET program.
- Chief Oberlin was the guest speaker at AB Tech fall BLET graduation.
- An officer successfully deployed stop sticks on vehicle chase entering Weaverville. Both suspects were successfully apprehended.



## Activities of Interest, continued

- All officers survived the holidays, Ice-magedon, and the snow storm of late January.
- Officers assisted with Holiday Parade and Candlelight Stroll.
- All police department handheld and in car radios were reprogrammed.
- Officers served holiday meals at the schools.
- 7 officers/PD employees completed the DISC assessment class.
- Officers provided security for Congressman Edwards' staff visit and political demonstration at the Community Center
- Received 60 new traffic cones from GHSP Grant



## International Association for Property and Evidence

### ✓ 1. Apply for Accreditation

- Your agency must contact IAPE and **submit an accreditation application**. After applying, IAPE sends you the **Pre-Assessment**, the **IAPE Property and Evidence Standards**, and guidance on the accreditation process.

### ✓ 2. Complete the Pre-Assessment

- Your department must **complete the IAPE Pre-Assessment questionnaire** to gauge readiness and compliance with the published standards.

### ✓ 3. Implement IAPE Standards

- Before the on-site review, your property and evidence operations — including **policies, procedures, documentation, storage practices, chain-of-custody controls, and evidence handling processes** — must conform to the **IAPE Property and Evidence Standards**.
- These standards reflect *best practices* for property room management, evidence security, documentation, and legal chain-of-custody.

### ✓ 4. On-Site Review

- Once the Pre-Assessment shows your agency is prepared, IAPE schedules an **on-site review** by an IAPE Accreditation Team Leader and possibly additional team members.
- During the visit, the team evaluates your facility, records, procedures, and practices firsthand. **(Ours was Friday, February 13, 2026.)**

### ✓ 5. Accreditation Report & Decision

- The Accreditation Team Leader prepares an **Accreditation Report** based on observations at your agency. This report is reviewed by the IAPE Property and Evidence Room Accreditation Subcommittee, which **determines whether your agency meets the standards**. **This process should be completed within 30 days.**
- If approved, your agency receives **IAPE Accreditation** — typically valid for **three years**.

### ✦ What Accreditation Demonstrates

Achieving IAPE Accreditation shows that your evidence program aligns with nationally recognized **best practices for evidence security, integrity, documentation, and accountability**, and signals to prosecutors, defense attorneys, courts, and the public that your agency manages evidence professionally and transparently.