

Town of Waynesville, NC

Town Council Regular Meeting

Town Hall, 9 South Main Street, Waynesville, NC 28786

Date: July 22nd, 2025 Time: 6:00 p.m.

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Consider the environment ♦ Conserve resources ♦ Print only when necessary

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

All items below are routine by the Town Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2.
 - a. July 8, 2025 Regular Meeting Minutes
 - b. Appointment to the Waynesville Housing Authority
 - c. Appointment to the Historic Preservation Commission
 - d. Sign and approve updated audit contract amendment
 - e. Rock for Relief Special Event Permit
 - f. Apple Harvest Festival Special Event Permit

Motion: To approve the consent agenda as presented.

E. PRESENTATIONS

3. Recognition of Public Works Employees
 - Police Chief David Adams

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

July 22, 2025

- 2 -

4. Presentation on the Town of Waynesville's America 250 NC Grant Update

- Alex Mumby, Land Use Administrator

Motions:

1. *To approve the contract with Rafeal Blanco to install a mural.*
2. *To approve the easement contract with Rodney Conard and with Rafeal Blanco.*

F. NEW BUSINESS

5. SRF Loan/Grant application for Little Champion Pump Station

- Town Manager Rob Hites

Motion: *To approve McGill's proposal.*

G. COMMUNICATION FROM STAFF

6. Manager's Report

- Town Manager, Rob Hites

7. Town Attorney's Report

- Town Attorney, Martha Bradley

H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

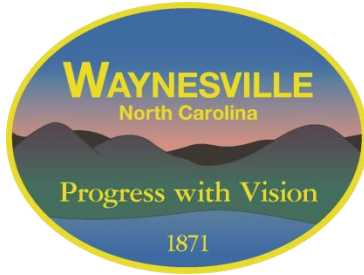
I. CLOSED SESSION

8. Annual Review for the Town Attorney and Town Manager

- Mayor and Town Council

Motion: *To go into closed session pursuant to N.C.G.S. § 143-318.11(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.*

J. ADJOURN



TOWN OF WAYNESVILLE

PO Box 100
 16 South Main Street
 Waynesville, NC 28786
 Phone (828) 452-2491 • Fax (828) 456-2000
www.waynesvillenc.gov

2025 CALENDAR

ALL COUNCIL MEETINGS TO START AT 6:00 PM IN THE BOARD ROOM LOCATED
 AT
 9 SOUTH MAIN STREET UNLESS OTHERWISE NOTED

2025	
Fri August 8	Mountain Street Dance 6-9pm
Tues. August 12	Town Council Meeting – Regular Session
Tues, August 26	Town Council Meeting – Regular Session
Mon. September 1	Town Offices Closed-Labor Day
Tues, September 9	Town Council Meeting – Regular Session
Sat. September 13	Rec Center 5K
Tues. September 23	Town Council Meeting – Regular Session
Sat. October 11	Church Street Festival 10am-5pm
Tues. October 14	Town Council Meeting – Regular Session
Saturday, October 18	Apple Harvest Festival
Tues. October 28	Town Council Meeting – Regular Session
Tues. November 11	NO COUNCIL MEETING-Veterans Day
Tues. November 25	Town Council Meeting – Regular Session
Thurs and Fri Nov 27, 28	Town Offices Closed-Thanksgiving
Tues. December 9	Town Council Meeting – Regular Session
Wed-Fri, Dec 24, 25, 26	Town Offices Closed-Christmas

Board and Commission Meetings – July 2025

ABC Board	ABC Office – 52 Dayco Drive	July 15th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	July 1st 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	July 15th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	July 3rd 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	July 2nd 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	July 21st 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	July 10th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	July 21st 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	July 23rd 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
July 8, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, July 8, 2025, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:04 pm with the following members present:

Mayor Gary Caldwell
Mayor Pro Tem Chuck Dickson
Councilmember Jon Feichter
Councilmember Anthony Sutton
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Martha Bradley, Town Attorney
Elizabeth Teague, Development Services Director
Fire Chief Chris Mehaffey
Luke Kinsland, Recreation Director

Members of the Media:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that there is a Mountain Street Dance on July 18th and the next Council meeting is July 22nd.

Councilmember Sutton announced that the French Broad MPO is seeking public input on its 2050 transportation plan.

B. PUBLIC COMMENT

25 speakers were heard during a session that extended 75 minutes in duration. The speakers offered words of praise to the Council for permitting the recent "Pride Festival" to be held on Main and Wall Street in the Downtown. They particularly praised the Town for permitting pride flags to be placed within the sidewalk areas of Main Street. Many of the speakers answered comments made on social media regarding the festival celebrating a lifestyle that did not enforce "traditional mountain values". They pointed out that most of the speakers were natives of western North Carolina and residents of Waynesville. They stated that members of

the LGBT community are neighbors, business patrons and active participants in the Town. There were no speakers offering comments on other subjects. Speakers included:

Reverend Mary Clayton-McGlaulin, Henson Sturgill, Bob Clark, Mitzi Simmons, Donna Browning, Candace Hladick, Patrick Outlaw, Randy Outlaw, Ralphene Rathbone, Lynn O'Hara, Carolyn Kemmett, Linda Nelson, Kristy Johnson, Max Ringenbach, Allison Coleman, Sherri Teague, Linda Sexton, Dan Williamson, John Culp, Robin Riegenbach, Ellyse, Courtney Trethric, Tera McIntintosh, Starlene Dawn, Julia Buckner, Helen Ryde, and Carrie Price on behalf of Sandy Crews.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Feichter, seconded by Councilmember Dickson, to remove item "G. 7. DWC grant application for new kiosks". The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to add three items to the agenda, "Resolutions to Support the State Revolving Loan Application", "Authorization to apply for a TDA Grant for the Dog Park", and "Amendment to the Fee Schedule". The motion passed unanimously.

D. CONSENT AGENDA

All items below are routine by the Town Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2.
 - a. Motion to approve the June 10, 2025 Regular Meeting Minutes
 - b. Motion to approve the Budget Amendment for the Downtown Waynesville Commission for the TDA Grants.
 - c. Motion to call for a Public Hearing for August 26, 2025, to consider text amendments related to compliance requirements in the landscaping ordinance, Land Development Standards (LDS) Section 8.2.5.
 - d. Motion to call for a Public Hearing for August 26, 2025, to consider text amendments to Stormwater Ordinance, Land Development Standards (LDS) section 12.5.
 - e. Motion to call for a Public Hearing for August 26, 2025, to consider text amendments related to wireless communication facilities, Land Development Standards (LDS) section 3.10.
 - f. Motion to accept the CDBG-I Semi-Annual Compliance Report
 - g. Motion to appoint Leisa Denti to the DWC
 - h. Motion to approve Sarges Downtown Walk

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to approve the consent agenda as presented. The motion passed unanimously.

E. PRESENTATION

3. Impact U Flood Memorial Public Art Piece Proposal

- Breanne Haynes and Josie Ostendorff

Josie and Breanne presented the preliminary design for the Helene Memorial Art Piece. Josie said the art piece would be installed in front of the Waynesville Fire Department. They described the art piece that Grace Cathey designed as being a pentagonal bipyramid with cohesive imagery wrapping on all five sides. They said the piece will be made from stainless steel, be laser cut, and eight feet tall, 4.25 feet at its widest point, and two feet across at the base. They outlined the preliminary design as having a brick walkway leading up to and around the art piece with a dry river and landscaping surrounding the sculpture. Josie said the goal is to raise \$20,000 for the sculpture and to secure grants, donations, and in-kind donations to assist with the rest of the project. She said they are hoping to have assistance from the Waynesville Public Works Department for the installation and maintenance portion of the project. She said the memorial is estimated to cost \$15-\$18,000, with Haywood County Schools Foundation acting as the fiduciary agent, and students fundraising for the project. Josie asked the town for assistance in endorsing the project, lighting the art piece, and installing the sculpture. Josie said by September of 2025, the final design will be rendered, and there will be a groundbreaking ceremony on the one year anniversary of Helene. She added that the art will be installed May 2026.

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to waive any permit fees that would be required for the installation. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve the preliminary design of the Impact U Flood Memorial Public Art Piece to be placed by the Fire Department and grant the request for support from the Public Works Department. The motion passed unanimously.

F. OLD BUSINESS

4. Commit to Civility Course

- Councilmember Jon Feichter

Councilmember Feichter reported that the upcoming Commit to Civility Course is coming up on August 27th 1-3pm.

A motion was made by Councilmember Feichter, seconded by Councilmember Dickson, to begin step one of the "Commit to Civility" certification process by attending the virtual training. The motion passed unanimously.

G. NEW BUSINESS

5. Appointment of Jon Feichter as the Chair to the Downtown Waynesville Commission

- Beth Gilmore, Director of Downtown Waynesville

DWC Director Beth Gilmore requested that Jon Feichter be appointed as the DWC Chair. She said the DWC voted unanimously to support the nomination.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to appoint Jon Feichter as Chair to the DWC. The motion passed unanimously.

6. Placer.ai subscription

- Beth Gilmore, Director of Downtown Waynesville

DWC Director Beth Gilmore reported that the DWC is requesting that Council approve a three-year contract for a Placer subscription. She said that they would split the cost with the Parks and Rec Department because they would also be utilizing the data. Ms. Gilmore said the DWC can back out of the contract at any time without penalty.

Councilmember Sutton suggested doing a 12-month trial since technology is changing so much and he asked what the DWC is intending to use the application for. Ms. Gilmore stated that the technology would be used to learn who (residents vs. visitors) is visiting downtown, who is attending special events, how long they are staying, and how many are visiting. She said these numbers are crucial for grant applications. Ms. Gilmore said the company is capable of having geofences for the entire MSD district and individual businesses. Councilmember Feichter emphasized that this data will be able to report on how events affect business, how many locals are visiting downtown, and how many people are visiting individual businesses. He added that they would be able to see who and how many are visiting the parks. Councilmember Sutton said he is hesitant to use the geofencing around individual businesses. Councilmember Feichter said he would like to get more feedback from Council on how they should use the Placer technology. Councilmember Dickson asked if staff had reached out to the TDA regarding sharing access to their account. Ms. Gilmore said they have only received two reports from them and Mr. Kinsland added that the TDA doesn't have another license to share the account with Waynesville. Councilmember Dickson asked how much staff time would be required to use this program and organize the data. Ms. Gilmore said they are still working out the process. Councilmember Sutton said that reports could be autogenerated. He suggested that they offer standardized reports to merchants. Mr. Fowler said he foresees them setting up a monthly autogenerated report to help alleviate the need for staff to run reports. Councilmember Sutton suggested the data at the rec center could be used to implement better staffing during busier times.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve a 3-year contract with Placer.ai on behalf of the Downtown Waynesville Commission and Parks and Rec Department, with the stipulation that no individual reports be given to merchants until there's a policy in place and the Council gets quarterly reports that show how the software is being utilized. The motion passed unanimously.

7. Acceptance of Phase II Cash Flow Loan

- Rob Hites, Town Manager

Town Manager Rob Hites reported that they applied for the Phase I Cashflow Loan in the amount of \$1,500,00 and the Treasurer's office came back with an offer of \$503,482.76, which they accepted on June 10th. He said the Phase II amount will not cover the full amount in damages, but it will provide some relieve some of the

expenses from the sewer and water fund. He reminded Council the loan has a 0% interest rate and must be paid back a dollar in the first year, 10% in 2027, 20% in 2028, and the remaining amount in 2029. Mr. Hites said by then FEMA should reimburse. Councilmember Feichter requested an up to date list on what was damaged by Helene and the costs.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to accept Phase II loan offer and agreement. The motion passed unanimously.

8. Resolutions to Support the State Revolving Loan Application

- Rob Hites, Town Manager

Town Manager Rob Hites reported that the State Revolving Loan Resolutions give staff permission to apply for several loans for the Little Champion sewer improvements and rebuilding the Browning Branch booster pump station. He added that the town should not have to pay them back because Waynesville was affected by Helene.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to adopt the Resolutions for the State Revolving Loan Application for the Browning Branch Booster Pump and Little Champion Sewer projects. The motion passed unanimously.

9. Approval to apply for a TDA Grant for the Dog Park

- Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland reported that Recreation Department is seeking approval to apply for a TDA Grant in the amount of \$15,000 to support improvements to the new dog park.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to authorize the Recreation Department to apply for a \$15,000 TDA Grant for dog park improvements including shade, lighting, and benches with the project totaling \$30,000. The motion passed unanimously.

10. Amendment to the Fee Schedule

- Elizabeth Teague, Development Services Director

Development Services Director Elizabeth Teague reported that the Fee Schedule adopted for FY 25-26 left out the fee for Special Use Permits. She is requesting they be placed back in the Fee Schedule at the same rate as last year.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to amend the fee schedule to add Fees for the Special Use Permits as presented. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

11. Manager's Report

- Town Manager, Rob Hites

Nothing to report.

12. Town Attorney's Report

- Town Attorney, Martha Bradley

Nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Dickson said they do not need go into Closed Session because Council will fill out evaluation forms instead. Mr. Fowler requested they are returned by the 18th. He added that there is an Environmental Sustainability page on the town's website now. Councilmember Dickson asked staff to work on a media policy regarding the handling of media and press requests for information or comments.

J. ADJOURN

A motion was made by Councilmember Dickson, seconded by Councilmember Adjourn, to adjourn at 8:51pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 22, 2025**

SUBJECT: Appointment to the Waynesville Housing Authority.

AGENDA INFORMATION

Agenda Location: Consent
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Councilmembers Freeman and Dickson

BRIEF SUMMARY

Councilmembers Freeman and Dickson interviewed Vivian Bumgarner and James Yacobi for the vacancy on the Waynesville Housing Authority. They are recommending Mr. Yacobi to fill the vacancy and finish the rest of the previous member's term. He will be up for re-appointment in July of 2027.

MOTIONS FOR CONSIDERATION

Motion to appoint James Yacobi to the Waynesville Housing Authority.

FUNDING SOURCE/IMPACT

N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS

ATTACHMENTS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 22, 2025**

SUBJECT: Appointment to the Historic Preservation Commission.

AGENDA INFORMATION

Agenda Location: Consent
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Alex Mumby

BRIEF SUMMARY

D. Jane Jenkins applied for the Historic Preservation Commission and lives within town limits. If appointed, her term would end June 30th, 2028.

MOTIONS FOR CONSIDERATION

Motion to appoint D. Jane Jenkins to the Historic Preservation Commission.

FUNDING SOURCE/IMPACT

N/A

MANAGER'S COMMENTS AND RECCOMENDATIONS

ATTACHMENTS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 22, 2025**

SUBJECT: Sign and approve updated audit contract amendment

AGENDA INFORMATION

Agenda Location: Consent Agenda
Department: Finance
Contact: Ian Barrett, Finance Director
Presenter: Ian Barrett

BRIEF SUMMARY

Due to staff turnover and the impact of Hurricane Helene, additional services from our Auditor, Martin Starnes, were requested and supplied to us. This is a one-time amendment to set the finance department up for future success

MOTIONS FOR CONSIDERATION

Approve and sign contract amendment.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS

Whereas	Primary Government Unit Town of Waynesville, NC
and	Discretely Presented Component Unit (DPCU) (if applicable) N/A
and	Auditor Martin Starnes & Associates, CPAs, P.A.

entered into a contract in which the Auditor agreed to audit the accounts of the Primary Government Unit and DPCU (if applicable)

for	Fiscal Year Ending 06/30/24	and originally to be submitted to the LGC on	Date 10/31/24
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hereby agree that it is now necessary that the contract be modified as follows.

☒ Modification to date submitted to LGC

Original date 10/31/24	Modified date 08/31/25
Original fee <small>Audit \$38,600, drafting \$5,500, single audit \$3,500 for up to 3 programs, plus \$3,500 per major program in excess of 3 (not to exceed \$47,600)</small>	Modified fee <small>Same as original fee plus additional fees of \$3,216.25 for supplemental audit assistance; NTE amount is now \$50,816.25</small>

☒ Modification to fee

Primary Other
(choose 1)(choose 0-2)

Reason(s) for Contract Amendment

- | | | |
|----------------------------------|-------------------------------------|--|
| <input type="radio"/> | <input checked="" type="checkbox"/> | Change in scope |
| <input checked="" type="radio"/> | <input type="checkbox"/> | Issue with unit staff/turnover/workload |
| <input type="radio"/> | <input type="checkbox"/> | Issue with auditor staff/turnover/workload |
| <input type="radio"/> | <input type="checkbox"/> | Third-party financial statements not prepared by agreed-upon date |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have bank reconciliations complete for the audit period |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have reconciliations between subsidiary ledgers and general ledger complete |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not post previous years adjusting journal entries resulting in incorrect beginning balances in the general ledger |
| <input type="radio"/> | <input type="checkbox"/> | Unit did not have information required for audit complete by the agreed-upon time |
| <input type="radio"/> | <input type="checkbox"/> | Delay in component unit reports |
| <input type="radio"/> | <input type="checkbox"/> | Software - implementation issue |
| <input type="radio"/> | <input type="checkbox"/> | Software - system failure |
| <input type="radio"/> | <input type="checkbox"/> | Software - ransomware/cyberattack |
| <input type="radio"/> | <input checked="" type="checkbox"/> | Natural or other disaster |
| <input type="radio"/> | <input type="checkbox"/> | Other (please explain) |

Plan to Prevent Future Late Submissions

If the amendment is submitted to modify the date the audit will be submitted to the LGC, please indicate the steps the unit and auditor will take to prevent late filing of audits in subsequent years. Audits are due to the LGC four months after fiscal year end. Indicate NA if this is an amendment due to a change in cost only.

The Town's newly appointed finance director was faced with the finance office flooding from Hurricane Helene and vast turnover within finance. The Town is in a good place and has made workbooks easier for future reporting purposes. The Town also has a much better grasp on expectations. The Town will continue to work hard to keep things updated in a more timely manner. The finance director has also found other finance directors and resources that are able to help with questions.


Additional Information

Please provide any additional explanation or details regarding the contract modification.

By their signatures on the following pages, the Auditor, the Primary Government Unit, and the DPCU (if applicable), agree to these modified terms.

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative* (typed or printed) Amber Y. McGhinnis	Signature* 
Date* 07/11/25	Email Address amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Waynesville, NC	
Date Primary Government Unit Governing Board Approved Amended Audit Contract* (If required by governing board policy)	
Mayor/Chairperson* (typed or printed) Gary Caldwell, Mayor	Signature*
Date	Email Address gcaldwell@waynesvillenc.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT*(Pre-audit certificate not required for hospitals)*

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

Primary Governmental Unit Finance Officer* Ian Barrett, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* ibarrett@waynesvillenc.gov

SIGNATURE PAGE – DPCU
(complete only if applicable)

DISCRETELY PRESENTED COMPONENT UNIT

DPCU N/A	
Date DPCU Governing Board Approved Amended Audit Contract (If required by governing board policy)	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

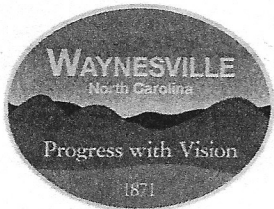
Chair of Audit Committee (typed or printed, or "NA") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE
ONLY REQUIRED IF FEES ARE MODIFIED IN THE AMENDED CONTRACT
(Pre-audit certificate not required for hospitals)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

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

DPCU Finance Officer (typed or printed) N/A	Signature
Date of Pre-Audit Certificate	Email Address



Application for Special Events Permit

I. General Information

EVENT NAME:

ROCK FOR RELIEF

EVENT DATE(S):

10/3/2025 - 10/4/2025

Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION

Approx. 142 MILLER ST TO HAYWOOD ST. WAYNESVILLE, NC

IF THIS EVENT IS A PARADE
OR ROAD RACE

Please provide a full route description and map NO.

SET-UP TIME (START/END):

12:00 PM 10/3/2025 TO 6:00 PM

EVENT HOURS:

(6:30 PM 10/3) THEN (9:30 PM 10/4) 10/3 6:30 - 9:00 PM 10/4 12:00 PM - 9:00 PM

DISMANTLE HOURS
(START/END):

(9:30 PM 10/4) TO (12:30 AM 10/5)

ESTIMATED ATTENDANCE:

300 - 500

BASIS ON WHICH THIS ESTIMATE IS
MADE:

PREVIOUS EVENTS

COMPREHENSIVE GENERAL LIABILITY
INSURANCE REQUIRED: \$1,000,000.

TO BE PROVIDED PIEDMONT INSURANCE MP063201001238
Please attach proof of insurance (or applicable rider) Policy #

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION
NAME:

ADAMAS ENTERTAINMENT

ARE YOU A NON PROFIT
CORPORATION?

☒ NO

Yes

If yes,
are you

501c(3)

501c(6)

Place of
Worship

APPLICANT
NAME:

PATRICK SCHNEIDER

TITLE:

PRESIDENT

ADDRESS:

1461 SAKNOKE RD. CITY: WAYNESVILLE STATE: NC ZIP: 28786

PHONE:

828-450-8724

FAX#:

EMAIL:

patrick@adamasentertainment.com

ON-SITE
CONTACT:

SAME AS ABOVE

TITLE:

PRESIDENT

ADDRESS:

PHONE #:

CELL PHONE #:

EMAIL:

III. Brief Description of Event

PART OF ROCK FOR RELIEF COUNTY WIDE MUSICAL FESTIVAL.
TO BENEFIT MOUNTAIN PROJECTS.

IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.

Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. 12:00 PM STREET CLOSURE 142 MILLER ST TO 110 MILLER ST

2. 10/3 CLOSURE TO 12AM ON 10/5

3.

V. Event Details

YES NO

☒ ☐ Does the event involve the sale or use of alcoholic beverages?

If yes, has the ABC permit been obtained? Yes ☐ No ☒ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)

☒ ☐ Does the event involve the sale of food? FOOD TRUCKS

If "YES", has the health department been notified? NO Have you applied for a temporary permit? NO

☒ ☐ Will there be musical entertainment at your event? IF "YES" provide the following information:

Number of Stages: 1 Number of Band(s): 6 Amplification? YES

Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.

☐ ☒ Do you plan to use an existing occupied building? Address _____

☐ ☒ Do you plan to use an existing vacant building? Address _____

☒ ☐ Will there be any tents or canopies in the proposed event site? Please provide the following information:

Approx. Number of Tents: 15 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES

☐ ☒ Does the event involve the use of pyrotechnics? Explain _____

☒ ☐ Will you provide portable toilets for the general public attending your event? IF SO, how many and where will they be located? SEE PLOT 6

☒ ☐ Will you require electrical hookup for the event? Generators? YES

☐ ☒ Will you require access to water for the event? Explain _____

☒ ☐ Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____

☒ ☐ Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). _____

☒ ☐ Will signs and/or banners be displayed as part of the event? If "YES" have you applied for a sign permit? NO

☐ ☒ Will inflatable parade balloons be used for the event? Provide details if necessary.

VI. Additional Questions

How will parking be accommodated for this event?

AVAILABLE PARKING AREAS

THROUGH OUT DOWNTOWN WAYNESVILLE.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will trash be contained and removed during and after the event?

GARBAGE CANS SHALL BE PLACED

THROUGH OUT EVENT AREA AND REMOVED AFTER

Volunteers: Will you require Civilian Police Volunteers for your event?

YES - PROVIDE PEDESTRIAN SAFETY CROSSING HURLOCK ST.

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
Telephone: (828) 456-3517
Fax No. : (828) 456-2000
Email Address: bethgilmore@waynesvillenc.gov
jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.**
- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

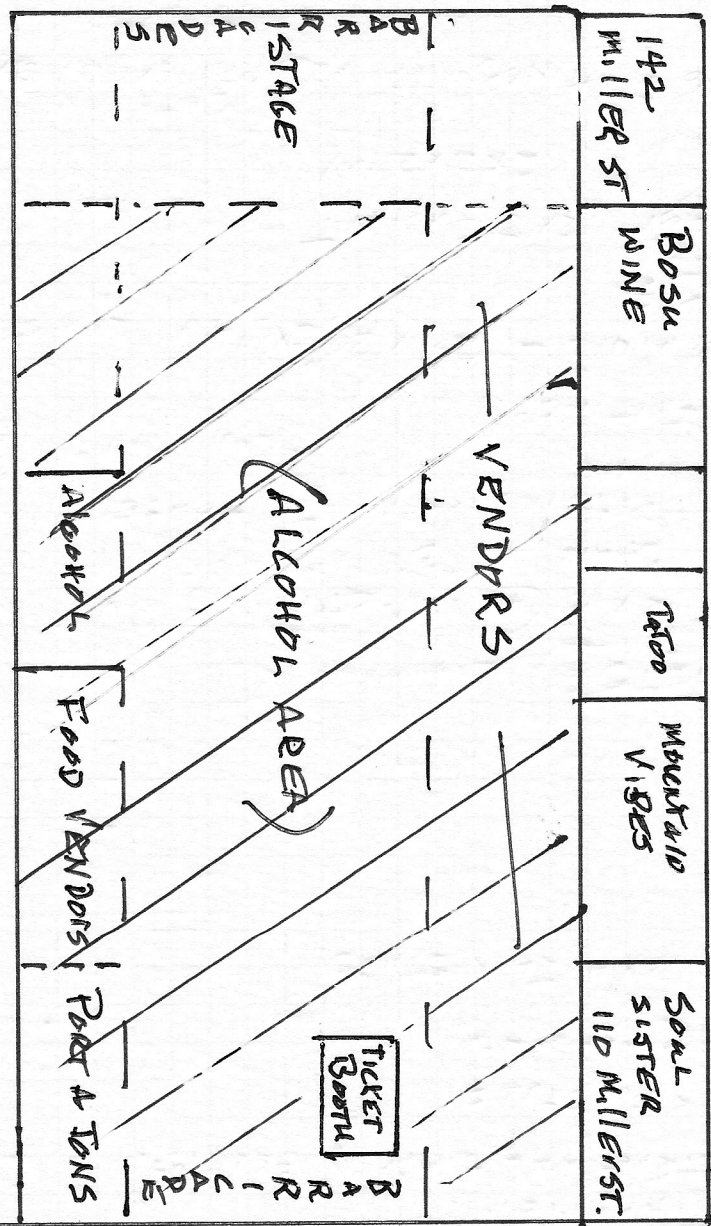
FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

Rock For Relief + Mountain Project Fundraising Musical Festival 10/3 - 10/4



Miller St.

Haywood St.



Application for Special Events Permit

I. General Information

EVENT NAME: Apple Harvest Festival

EVENT DATE(S): Saturday, October 18, 2025

Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Downtown Main Street, Church Street, Depot Street

IF THIS EVENT IS A PARADE OR ROAD RACE: Please provide a full route description and map

SET-UP TIME (START/END): Friday, October 17, 2025 (move in at 5:30am on Saturday)

EVENT HOURS: 10:00am – 5:00pm

DISMANTLE HOURS (START/END): 5:00pm – 6:30pm

ESTIMATED ATTENDANCE: 25,000

BASIS ON WHICH THIS ESTIMATE IS MADE: Police Department Estimates

COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000. Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood Chamber of Commerce

ARE YOU A NON PROFIT CORPORATION? No Yes X If yes, are you 501c(3) 501c(6) X Place of Worship

APPLICANT NAME: David Francis

ADDRESS: 370 N. Main St., Suite 305 Waynesville, NC 28786

PHONE: 828-400-0212 FAX#: EMAIL: dfrancis@haywoodchamber.com

ON-SITE CONTACT: David Francis

ADDRESS: 370 N. Main St., Suite 305 Waynesville, NC 28786

PHONE #: 828-456-3021 CELL PHONE #: 828-400-0212 EMAIL: dfrancis@haywoodchamber.com

III. Brief Description of Event
The annual Apple Festival is in its 37 th year of celebrating everything apple in Downtown Waynesville. There are almost 150 arts and crafts booths and food concessions. The Haywood Chamber of Commerce owns, operates and organizes the event. There are craft booths along the sides of the streets with food vendors designated to food "courts" located at the north and south ends of Main Street. Six craft booths will be included on Church Street's southeast side and Depot Street's northwest side.
IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.

Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

1. Main Street from Walnut Street to Pigeon Street, East Street from Main to Wall Street, Depot Street and Miller Street from Main Street to Montgomery Street. Closed Friday, October 17th at 9pm to reopen Saturday, October 18th at 7pm.

2.

3.

V. Event Details

YES NO

☐ ☒ Does the event involve the sale or **use of alcoholic beverages**? **no**
If yes, has the ABC permit been obtained? Yes ☐ No ☐ Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)

☒ ☐ Does the event involve the **sale of food**? yes, Food Vendors, not Chamber _____
If "YES", has the health department been notified? yes Have you applied for a temporary permit? yes

☐ ☒ Will there be **musical entertainment** at your event? IF "YES" provide the following information: NO
Number of Stages: _____ Number of Band(s): _____ Amplification? _____

Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.

☐ ☒ Do you plan to use an existing **occupied building**? Address _____

☐ ☒ Do you plan to use an existing **vacant building**? Address _____

☒ ☐ Will there be any **tents or canopies** in the proposed event site? Please provide the following information:

Approx. Number of Tents: 146 Will any tent exceed 400 sq. feet in area? ☒ NO ☐ YES

☐ ☒ Does the event involve the use of **pyrotechnics**? Explain _____

☒ ☐ Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? Justice Center, parking lot, Community Bank parking lot - 7 portable toilets _____

☐ ☒ Will you require **electrical hookup** for the event? Generators? to be provided by the vendors

☐ ☒ Will you require **access to water** for the event? Explain _____

☐ ☒ Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. _____

☒ ☐ Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s).
Craft – 10x12 - \$250; 10x24 - \$450; 10x36 - \$650; Food – 10x18 - \$350; 10x36 - \$650

☐ ☒ Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? N

☐ ☒ Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

How will **parking** be accommodated for this event?

Parking locations are identified on the website, TOW places a sign with directions to the parking garage

Regular TOW parking accommodations

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will **trash** be contained and removed during and after the event?

Dumpsters are placed by TOW. ROTC volunteers collect trash on streets and drop it off at the dumpsters. The Chamber makes a donation to ROTC

Volunteers: Will you require Civilian Police Volunteers for your event?YES

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

**Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
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FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 7/22/2025**

SUBJECT: Recognition of Public Works Employees

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Police Department
Contact: Chief David Adams
Presenter: Chief David Adams

BRIEF SUMMARY:

On May 22, 2025, Aaleiah Cagle and Myles Chandler witnessed one of their co-workers fall forward onto the cement floor inside of the Public Works Garage. They sprang into action and called 911 and stayed with him until medical help arrived. Their efforts and quick thinking helped save his life.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT:

Ian Barrett, Finance Director

Date

ATTACHMENT:

MANAGER'S COMMENTS:

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 22nd, 2025**

SUBJECT: Presentation on the Town of Waynesville's America 250 NC Grant Update.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Alex Mumby, Land Use Administrator
Presenters: Alex Mumby, Land Use Administrator

BRIEF SUMMARY:

July 4th, 2026 will be the 250th anniversary of the signing of the Declaration of Independence. To commemorate the occasion, the State of North Carolina created a grant fund for communities to hold events and create public art. The Town of Waynesville applied and was awarded a grant of \$27,000 to paint a mural of the Town's history and its namesake General "Mad" Anthony Wayne. The mural will be painted on the back of the Strand Theater facing Wall Street.

A Request for Qualifications was put out on May 8th, seeking applications from artists interested in painting the mural. The Town received 6 qualifying applications for the mural. The Historic Preservation Commission has put together a subcommittee consisting of Alex McKay, Leisa Denti, Anna Whitmire, Anthony Sutton, Rodney Conard, and Patrick McDowell. After reviewing the applications, the committee chose the artist Rafael Blanco. Mr. Blanco is an award-winning muralist whose work is in several other cities.

MOTIONS FOR CONSIDERATION:

1. To approve the contract with Rafeal Blanco to install a mural.
2. To approve the easement contract with Rodney Conard and with Rafeal Blanco.

FUNDING SOURCE/IMPACT:

The grant is funded through the America 250 NC grant fund from the State of North Carolina. The grant will provide \$27,000 with the Town providing a match of \$4,050 for a total of \$31,050.

ATTACHMENTS:

1. Resolution
2. Power Point
3. Artist Contract
4. Easement Contract

MANAGER'S COMMENTS AND RECOMMENDATIONS:

“Mad” Anthony Wayne Mural

Funded by the America
250 NC Grant



Funding and Process

- The Town of Waynesville is the recipient of a \$27,000 grant from the state of North Carolina.
- The grant requires a match of just \$4,050 dollars.
- Rodney Conard is allowing the Town to paint the mural on the back of the Strand Theater facing Wall Street.

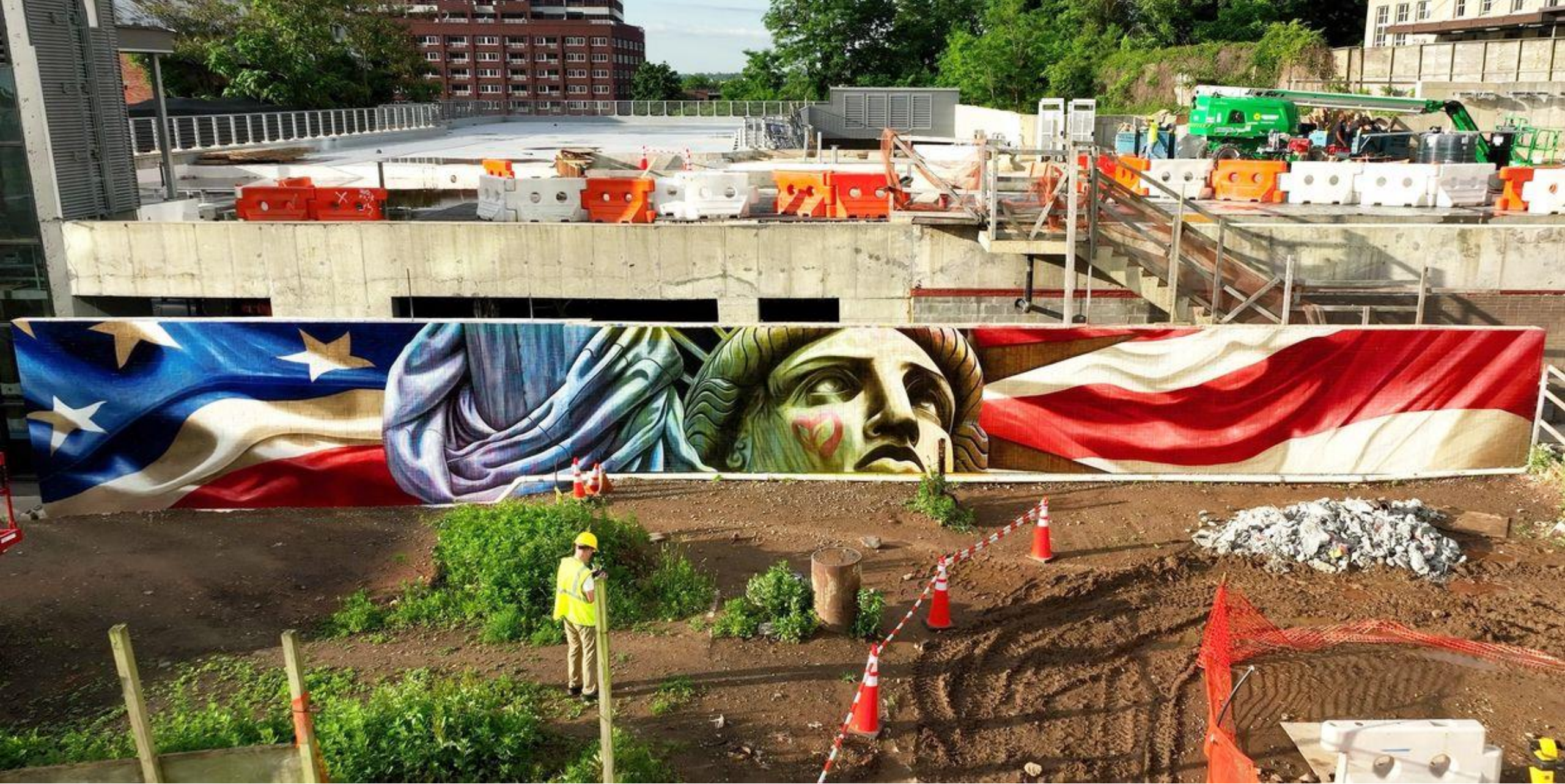


Selection Process

- The Historic Preservation Commission has formed a mural subcommittee which includes Alex McKay, Leisa Denti, Anna Whitmire, Anthony Sutton, Rodney Conard, and Patrick McDowell.
- The RFQ for the mural was posted on May 8th and was open until the end of May.
- We received six qualifying applications for the role.
- The subcommittee met and after reviewing all qualifying applications selected Rafael Blanco as the artist.



McKay Bay Transfer Station Mural, 62' x 148', Tampa FL. 2024



Lady Liberty 11' x 88', Staten Island NY, 2024



FISHER'S BAR MURAL, 19' X 55' FRASER CO, 2021

STATE OF NORTH CAROLINA
TOWN OF WAYNESVILLE

USE AND LEASE AGREEMENT

THIS USE AND LEASE AGREEMENT is entered into this _____ day of _____, 2025, by and between the Town of Waynesville, a municipal corporation (hereinafter called the "Town"), and 38 North Main Street LLC., a North Carolina limited liability company, (hereinafter called "Owner,") and Rafael Blanco, an artist (hereinafter called "Mr. Blanco.")

WITNESSETH:

WHEREAS, the Town together with the Owner and Mr. Blanco have negotiated this agreement for the public purposes of the temporary display of an artwork that is designed with the idea of drawing attention to the Town of Waynesville and the arts; and

WHEREAS, the Town, the Owner, and Mr. Blanco agree to be mutually accountable to carry out this agreement; and

WHEREAS, the Town has historically encouraged the display of art in or in sight of public places; and

WHEREAS, the Town has developed an agreement with Mr. Blanco for the creation of a mural, the design of which will be developed by Mr. Blanco and approved by the Town and the Owner to be placed on the Wall Street side wall of the structure at 38 North Main Street; and

WHEREAS, the Town, the Owner and Mr. Blanco desire to set forth the terms and conditions of this Agreement.

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

1. Description:

This agreement sets forth conditions surrounding the temporary placement, on-going maintenance, and eventual removal of a work of art in the form of a mural that will be designed and painted on the exterior wall of the property at 38 North Main Street known as The Strand at 38 Main facing Wall Street that is owned by the Owner.

The artwork, commissioned by the Town, is designed to bring attention to the Town, its character and its support of the arts. The Town has executed a separate agreement with Mr. Blanco to create the artwork under those terms and conditions set out in that agreement and the Owner bears no responsibility regarding that agreement except that by entering into this agreement, the Owner does permit a mural designed by Mr. Blanco to be painted on the

exterior wall of the property at 38 North Main Street, as well as allowing access to the property to paint the mural and to maintain it as long as the mural remains on the building. The completed artwork will become and remain the property of the Town for the duration of this agreement, and at the conclusion of this agreement the Town will restore the Wall Street facing wall by painting it the same color as the rest of the building at that time..

The Use Agreement concerns the painting of a mural on the Wall Street facing wall of the property of the Owner at 38 North Main Street, Waynesville, North Carolina.

The design and painting of the mural will be carried out by Mr. Blanco and will be approved by the Town as described under their separate agreement. The Owner shall have an opportunity to review the planned mural before it is painted and may voice its objections, if any, to the design or representations of people or places it may contain. The Town and Mr. Blanco will make changes to address such objections if such changes will not substantially modify the appearance or message of the mural.

2. Responsibilities: The Town, the Owner, and Mr. Blanco hereby agree to the following:

The Town will:

(a) Contract with and pay Mr. Blanco to design and paint the mural on the Wall Street side of the property at 38 North Main Street, and provide the resources set out in the separate agreement between the Town and Mr. Blanco. to access the property for installation.

(b) Maintain the artwork in a clean condition and arrange for any repairs, such as touch up painting or repainting of damaged areas, for the duration of this agreement.

The Owner will:

(a) Allow continuous access to the Wall Street side of the building at 38 North Main Street, Waynesville, North Carolina, to Mr. Blanco and the Town as long as the mural is being painted and remains in a well maintained condition on Owner's building.

(b) Maintain the area in front of the Wall Street side of the building as clear of obstructions of the view of the mural as is practical after the mural is completed.

(c) Execute a recordable memorandum of lease to be recorded in the Register of Deeds for Haywood County setting for the purpose and term of this agreement.

Mr. Blanco will:

(a) Design the mural to be placed on the Wall Street side of the building at 38 North Main Street, Waynesville, North Carolina, subject to the approval of the Town as set out herein and in the separate agreement between him and the Town.

(b) Design and paint the mural in compliance with this agreement and his separate agreement with the Town.

3. Term and Termination:

The term of this Agreement shall begin on _____, 2025, and shall be evaluated annually, whereupon the Town, the Owner and Mr. Blanco will evaluate the mural to determine its condition. If the sculpture is in need of repairs the Town will work with Mr. Blanco to repair the mural so that it may remain on the building. The total life span of the work is estimated to be _____ years total, but it may be taken down and this agreement ended at any time if it is damaged or has deteriorated and repair is impractical or unfeasible. Periodic or as needed repairs are the responsibility of the Town. The Town can replace the mural with work of more significance by the same artist or similar artist, with the intent that the original mural or its replacement will remain until such time it no longer serves its intended purpose or can no longer be properly maintained, at which time the Town and the Owner will mutually agree to terminate this agreement and the building area where the mural is painted will be painted over by the Town in accordance with this agreement. The Town will provide a minimum thirty (30) days notice prior to removal of the artwork. This agreement shall terminate _____ years from the date signed by the last signatory hereto, and must be renegotiated and a new agreement entered into if the parties desire to extend this agreement for any additional new term.

The agreement may be terminated by either party for cause and /or violation of the Agreement upon sixty (60) days written notice. The party in violation will be given notice and reasonable opportunity to correct any violation or deficiency before notice of termination is given.

4. Hold Harmless and Indemnification:

The Town and Mr. Blanco shall indemnify, hold harmless, and defend the Owner and all of its officers, agents, employees from and against any and all liability for personal injury and property damage arising out of or resulting from the negligent acts or omissions of the Town or Mr. Blanco, including their employees, volunteers, and/or its agents, in the performance of this Agreement.

5. Permits:

The Town shall be responsible for all necessary permits, waiving any required permit fees, and ensuring compliance with all applicable Federal, State, and local government regulations.

6. Amendments:

This Agreement constitutes the entire Agreement between the Town and the Owner and Mr. Blanco. This agreement may be amended, supplemented or modified only by duly executed written instruments as an amendment to this agreement.

7. Compliance with Laws:

The Town, the Owner and Mr. Blanco shall comply with all state, federal, or local laws, or ordinances, codes, rules or regulations governing performance of this Agreement.

8. Assignability: This agreement is not assignable by any party without the prior written consent of the other parties.

9. Waiver:

If any volunteers are used to perform any acts contemplated in the painting of the mural, the Town and Mr. Blanco agree to inform their volunteers that they are solely responsible for their health and safety and made aware of the risks and dangers inherent in participating in this volunteer service. All volunteers shall sign Volunteer Waiver and Release to cover their participation.

10. Budgetary Limitations.

Nothing stated in this Agreement shall be construed as requiring the City to make any budgetary appropriations.

11. Governing Law:

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

12. Severability:

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

The Town of Waynesville

38 North Main Street LLC

By: _____
Rob Hites, Town Manger

By: _____
Rodney Conard, 38 North Main Street LLC

By: _____
Rafael Blanco, Artist

Contract for Artist Services

This contract ("Contract") made effective on March 4, 2024, by and between the Town of Waynesville, whose primary business address is located at 16 South Main Street, Waynesville, NC 28786 ("Client") and Rafael Blanco, whose primary business address is located at 5510 Carriage Falls, San Antonio, TX 78261 ("Artist").

Whereas the management and general supervision of the project shall be the responsibility of Rafael Blanco.

Now, therefore, in consideration of the mutual promises and covenants of the parties set out in this contract, the parties agree to the terms and conditions as follows:

SCOPE OF WORK

The Client hereby commissions and engages the independent contracting services of the Artist, as follows:

- (A) To create, design, execute, and fabricate a mural affixed to an exterior rear wall of a building located at 38 N Main St, Waynesville, NC 28786, which is under the ownership of a North Carolina Limited Liability Company referenced by deed as the 38 North Main Street LLC.
- (B) The scope of work divides the Artist's services into two phases as referenced below:
 - a) Phase I: Design
 - b) Phase II: Delivery and installation
- (C) To furnish all supplies, materials, and equipment as necessary for the creation, design, execution, fabrication, transportation, delivery, and installation of the work.
- (D) To attend three (3) design meetings with the Client's design subcommittee.
- (E) To prepare and submit all drawings, reports, and documents required here under.
- (F) To carry and maintain a suitable policy of insurance to cover liability in respect of any act, default or omission by the Artist arising out of or in connection with the provision of the services in the amount equal to \$1,000,000. The Artist shall provide a certificate of insurance identifying the Client as an additional insured party under such Minimum Insurance Policy.
- (G) The Artist shall begin work after the execution of this contract and payment of the design retained fee.

The Client shall be responsible for the following:

- (A) To provide the Artist with copies of the drawings, reports, and other relevant data in order to properly design and execute the commissioned artwork.
- (B) If the artwork is to be completed onsite:
 - a) To provide any materials that the parties have agreed will be provided by the Client, as listed by the Artist, as well as ladders as required by the Artist.

Contract for Artist Services

- b) The project site facilities shall be adequately heated, lighted, ventilated, and fan cooled, shall be clean, licensed and in good order, will have running water, an area for access to running water, slop sink or sink for washing brushes, lighting, emergency telephone access, and a restroom for the Artist's use.
- c) A storage space for materials to be kept safely overnight (if necessary).
- d) All government required permits and insurance for the facilities, events, and activities.

PAYMENT TERMS

The total price for this project is \$28,750. A design retainer of \$1,000 shall be paid before any work may begin. 50% of the balance due (\$13,875) will be paid within forty-eight (48) hours of work commencement, and the final payment of \$13,875 is required from the client within seven (7) days of completion of the work.

PROPOSAL REVIEW

- (A) The Artist will provide the Client with an initial design proposal. Any requested changes must be made within forty-eight (48) hours of receipt unless otherwise agreed upon mutually. The Artist will make changes based on their discretion. Up to three (3) rounds of change requests may be made, any further revisions will incur additional fees.
- (B) Following approval of the final proposal by the Client, the Artist will submit to the Client a detailed deliverables timetable and a finalized invoice.
- (C) The Artist agrees that the Client may photograph, film, videotape, and photocopy any printed materials that are part of the final proposal.

OWNERSHIP OF ARTWORK

Until full payment has been made, the Artist shall retain ownership of all original artwork or the parts therein, whether preliminary or final. Upon full payment, the Client shall obtain ownership of the final work to use and distribute as they see fit, except for uses related to political campaigns or corporate advertising for external companies. The Artist shall retain the right to use the completed project as well as any preliminary designs for the purpose of design competitions, future design publications, educational purposes, marketing materials, and Artist portfolio. The Artist retains the right to create and sell digital versions of the artwork for profit, including prints and photographs.

Contract for Artist Services

PRODUCTION SCHEDULE AND DELIVERY

The Artist shall assume any shipping and insurance costs related to the project. Any alteration or deviation from the specifications that incur extra costs shall be executed only on the approval of the Client. The Artist shall not incur any liability or penalty for delays in the completion of the project due to the actions or negligence of the client, transportation delays, unforeseen illness, inclement weather, fire, or other forced beyond the control of the Artist. In case of such events, the Artist shall be entitled to extend the completion or delivery of the project in the period equivalent to the period of said delay.

CLAIMS PERIOD

Claims for defects, damages, and/or shortages must be made by the Client in writing within fifteen (15) days after the delivery of all or any part of the commissioned work. Failure to make such a claim within the stated period shall constitute the acceptance and admission that the Artist has fully complied with the terms and conditions stated herein.

CANCELATION

In the event that the Client should need to cancel or postpone the project before work has begun, written notice is required 2 weeks or more prior to the scheduled commencement of work date if the project is in the tri-state area, and 4 weeks or more if the project requires travel. Failure to notify the Artist of cancellation or postponement within these timeframes will result in the forfeiture of the design deposit. Should cancellation occur after work has commenced, a fee for the work completed, based on the contract price and expenses already incurred, shall be paid by the client. In the event of cancellation of the project, ownership of all copyrights and the original artwork shall be retained by the Artist.

Any changes to the agreed upon design or location must be submitted in writing within 4 weeks of project commencement.

ILLNESS AND ACCIDENTS

The Artist agrees to meet its obligations under this Agreement subject to legitimate incapacity by sick-ness or accident. Failure to meet its obligations under this section will result in the Artist returning any and all outstanding deposits to the Client.


Contract for Artist Services

ACCEPTANCE OF AGREEMENT

This agreement shall be amended only by a written instrument signed by both parties hereto. By signing in the spaces below, the Client and the Artist accept and agree to all the terms and conditions set forth in this Contract as of the date first written above.

Rob Hites
Town of Waynesville
Town Manager

Date



Rafael Blanco
Artist

July 2, 2025

Date

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 7/16/25**

SUBJECT SRF Loan/Grant application for Little Champion Pump Station

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Wastewater

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY The State has been awarded \$209 million in funds to provide “State Revolving Loans” at “0 %” interest” to local governments to fund projects that would enhance storm mitigation efforts. Our “Little Champion “pump station project would lift the open chamber above the flood plain and pump effluent to the waste treatment plant rather than have it flow by gravity. McGill and Associates employs two former employees of the NC Division of Water Infrastructure (DWI) who analyzed these types of grants for the State. The attached proposal outlines their services in preparing a competitive application that should score very highly in the State’s process. There is considerable work needed to provide the necessary background to support the grant. Once this material has been collected, they will be able to apply for a number of similar loan/grants in the coming year. The proposal is a lump sum \$12,500 which will be paid out of professional services in the waste water collection and maintenance division. You have previously adopted a resolution stating your intent to apply for these funds.

MOTION FOR CONSIDERATION: Approve McGill’s proposal

FUNDING SOURCE/IMPACT Wastewater

ATTACHMENTS: McGill Associates Proposal

MANAGER’S COMMENTS: We are attempting to leverage \$7 million dollars with a \$12,500 grant application. The background material that will be collected for this grant will be used in the “Return Activated Sludge and Chlorine Contact Chamber renovations” in the Waste Water Plant and the renovation of the Browning Branch Pump Station on the Water Treatment system. I recommend that you approve the proposal.

April 23, 2025

Mr. Rob Hites
Town Manager
Town of Waynesville
PO Box 100
Waynesville, North Carolina 28786

RE: Clean Water State Revolving Fund Application for Spring 2025
Funding Application Assistance
Town of Waynesville, North Carolina

Dear Mr. Hites:

McGill Associates greatly values the opportunity to assist the Town of Waynesville with the development of a Clean Water State Revolving Fund (CWSRF) Application to the NC Department of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI). We understand that the Town is seeking help in the procurement of necessary documentation, forms, and resolutions to fulfill a complete application for DWI review. We propose to provide the following scope of services:

SCOPE OF SERVICES

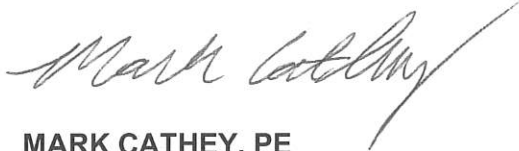
1. Review the proposed project scope with Town staff and assist the Town in evaluating the best strategies for preparing a well-rounded application that supports and maximizes DWI scorecard points.
2. Prepare a preliminary project application and update the Town's existing Capital Improvements Plan (CIP) for Town staff to review. Note that the CIP update will only rely upon established inflation factors since the CIP's last adoption, no update to any project scopes or opinion of costs will be provided with the exception of the proposed Little Champion Force Main and Gravity Sewer Line project. The existing Asset Management Plan will need to be readopted by reference as part of the resolution to adopt the CIP.
3. Meet with Town Staff to explain the application process requirements, timeline expectations and final submission.
4. Complete the Funding Application and present the completed application to Town staff for final review prior to submission.
5. On behalf of the Town of Waynesville, McGill will submit the final application for funding to DWI ahead of the April 30th, 2025, deadline.

6. **BASIS OF COMPENSATION**

McGill Associates proposes to complete the scope of services above on a lump sum fee in the amount of \$12,800.00. Lump sum fees will be billed monthly based on percent complete. We appreciate the opportunity to provide our services and look forward to working with you on future endeavors.

If you find this proposal acceptable, please sign below and execute the attached Consulting Services Agreement and return them both to our office. Please do not hesitate to contact either me or Mark Cathey at (828) 252-0575, if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, PA



MARK CATHEY, PE
Vice President – Regional Manager

Cc: R.J. Mozeley, PE, McGill Associates, P.A. (via email)
Christyn Fertenbaugh, PE, McGill Associates, P.A. (via email)

ACCEPTED:

Rob Hites

Town Manager
TITLE

DATE

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act, this the ____ day of _____, 2025 by Finance Officer, _____, Town of Waynesville, North Carolina.

CONSULTING SERVICES AGREEMENT

This contract entered into this 23rd day of April, 2025 by and between **Town of Waynesville**, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

Whereas, the Client desires to engage McGill Associates to provide consulting services; and,
Whereas, the Client finds that the attached Scope of Services and terms of this agreement are acceptable; and,
Whereas, McGill Associates desires to provide said services and agrees to do so for the compensation and upon the terms and conditions as hereinafter set forth. Now, therefore, the parties hereto do mutually agree as follows:

1. Scope of Services: McGill Associates shall provide the services attached hereto in the Contract Proposal "Scope of Services" of this Agreement, hereinafter called services. Fees for additional services will be negotiated with the Client prior to proceeding with the work.

2. Standard of Care: McGill Associates will perform its services using that degree of skill and diligence normally employed by professional engineers or consultants performing the same services at the time these services are rendered.

3. Authorization to Proceed: Execution of this Consulting Services Agreement will be considered authorization for McGill Associates to proceed unless otherwise provided for in this Agreement.

4. Changes in Scope: The Client may request changes in the Scope of Services provided in this Agreement. If such changes affect McGill Associates cost or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

5. Compensation: The Client shall pay the compensation to McGill Associates set forth in the Contract Proposal "Basis of Compensation" attached hereto. Unless otherwise provided in the Basis for Compensation, McGill Associates shall submit invoices to the Client monthly for work accomplished under this agreement and the Client agrees to make payment to McGill Associates within thirty (30) days of receipt of the invoices. It is also mutually agreed that should the Client fail to make prompt payments as described herein, McGill Associates reserves the right to immediately stop all work under this agreement until disputed amounts are resolved.

6. Personnel: McGill Associates represents that it has, or will secure at their own expense, all personnel required to perform the services under this agreement and that such personnel will be fully qualified and adequately supervised to perform such services. It is mutually understood that should the scope of services require outside subcontracted expertise McGill Associates may employ such services at their discretion.

7. Opinions or Estimates of Cost: Any costs estimates provided by McGill Associates shall be considered opinions of probable costs. These along with project economic evaluations provided by McGill Associates will be on a basis of experience and judgment, but, since McGill Associates has no control over market conditions or bidding procedures, McGill Associates cannot warrant that bids, ultimate construction cost, or project economics will not vary from these opinions.

8. Termination: This Agreement may be terminated for convenience by either the Client or McGill Associates with fifteen (15) days written notice or if either party fails substantially to perform through no fault of the other and does not commence correction of such non-performance within five (5) days of written notice and diligently complete the correction thereafter. On termination, McGill Associates will be paid for all authorized work performed up to the termination date plus reasonable project closeout costs.

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of

liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

10. Assignability: This agreement shall not be assigned or otherwise transferred by either McGill Associates or the Client without the prior written consent of the other.

11. Severability: The provisions of this Consulting Services Agreement shall be deemed severable, and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof. If any provision of this consulting services agreement is deemed unenforceable for any reason whatsoever, such provision shall be appropriately limited, and given effect to the extent that it may be enforceable.

12. Ownership of Documents: All documents, calculations, drawings, maps and other items generated during the performance of services shall be considered intellectual property and remain the property of McGill Associates. Client agrees that the deliverables are intended for the exclusive use and benefit of and may be relied upon for this project only by the Client and will not be used otherwise. Client agrees that any prospective lender, buyer, seller or third party who wishes to rely on any deliverable must first sign McGill Associates' Secondary Client Agreement.

13. Excusable Delay: If performance of service is affected by causes beyond McGill Associates control, project schedule and compensation shall be equitably adjusted.

14. Indemnification: Client agrees to indemnify, defend and hold McGill Associates, its agents, employees, officers, directors and subcontractors harmless from any and all claims, and costs brought against McGill Associates which arise in whole or in part out of the failure by the Client to promptly and completely perform its obligations under this agreement, and as assigned in the Contract Proposal "Scope of Services" or from the inaccuracy or incompleteness of information supplied by the Client and reasonably relied upon by McGill Associates in performing its duties or for unauthorized use of the deliverables generated by McGill Associates. Furthermore, McGill agrees to indemnify, defend and hold the Client harmless from any claims brought against the Client as a result of McGill's work.

15. Choice of Law: This Agreement shall be governed by the internal laws of the State of North Carolina.

16. Entire Agreement: This Agreement contains all of the agreements, representations and understandings of the parties hereto and supersedes any previous understandings, commitments, proposals, or agreements, whether oral or written, and may only be modified or amended as herein provided; and as mutually agreed.

17. Attachments to this document:

1. Contract Proposal including Scope of Services and Basis of Compensation.

Client: Town of Waynesville
Authorized Signature:

McGill Associates, P.A.
Authorized Signature:

Print Name: Rob Hites
Title: Town Manager
Address: 16 South Main Street
Waynesville, North Carolina 28786

Print Name: Mark Carney, PE
Title: Asheville Office Manager
Address: 55 Broad Street
Asheville, North Carolina 28801

BASIC FEE SCHEDULE

January 2025

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	\$310			
Principal – Regional Manager – Director	\$260	\$270	\$290	\$300
Practice Area Lead	\$230	\$250	\$280	\$290
Senior Project Manager	\$230	\$250	\$275	\$285
Senior Engineer	\$230	\$250	\$275	\$285
Project Manager	\$205	\$215	\$230	\$240
Senior Project Engineer	\$205	\$215	\$230	\$240
Project Engineer	\$165	\$175	\$190	\$200
Engineering Associate	\$140	\$150	\$155	\$160
Planner- Consultant – Designer	\$145	\$160	\$180	\$200
Engineering Technician	\$125	\$140	\$150	\$160
CAD Operator – GIS Analyst	\$105	\$115	\$130	\$140
Construction Services Manager	\$180	\$190	\$200	\$215
Construction Administrator	\$140	\$155	\$165	\$180
Construction Field Representative	\$115	\$125	\$140	\$150
Project Administrator	\$105	\$125	\$130	\$145
Funding-Financial Service-Manager	\$215	\$225	\$235	\$245
Grant Administrator	\$135	\$150	\$160	\$170
Environmental Specialist	\$115	\$125	\$130	\$135
Administrative Assistant	\$90	\$100	\$110	\$125
Survey Party Chief	\$110	\$125	\$140	\$160
Survey Field Technician	\$95	\$100	\$105	\$110

EXPENSES

- a. Mileage - \$0.75/mile
- b. Flow Monitoring Equipment: Pressure Flow Meter- \$400/wk.; Gravity Flow Meter - \$1,000/deployment
- c. Robotics/GPS Equipment: \$35/hr.
- d. Aquatic Surveying Equipment – Vessel \$250/day
- e. Telephone, reproduction, postage, lodging, and other incidentals shall be a direct charge per receipt.

ASSOCIATED SERVICES

- a. Associated services required by the project such as soil analysis, materials testing, etc., shall be at cost plus ten (10) percent.

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 22, 2025

SUBJECT - CLOSED SESSION-Annual Review for the Town Attorney and Town Manager

AGENDA INFORMATION:

Agenda Location: Closed Session

Item Number:

Department: Administration/Attorney

Contact: Mayor and Town Council

Presenter: Mayor and Town Council

BRIEF SUMMARY: Annual Review for the Town Attorney and Town Manager

MOTION FOR CONSIDERATION:

Motion to go into closed session pursuant to N.C.G.S. § 143-318.11(6) to consider the qualifications, competence, performance, character, fitness, conditions of appointment, or conditions of initial employment of an individual public officer or employee or prospective public officer or employee; or to hear or investigate a complaint, charge, or grievance by or against an individual public officer or employee.

FUNDING SOURCE/IMPACT: n/a

ATTACHMENTS: n/a

COMMENTS AND RECOMMENDATIONS