



Town of Waynesville, NC

Town Council Regular Meeting

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

Date: July 8th, 2025

Time: 6:00 p.m.

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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. June 10, 2025 Regular Meeting Minutes
 - b. Budget Amendment for the Downtown Waynesville Commission
 - c. 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. Call for a Public Hearing for August 26, 2025, to consider text amendments to Stormwater Ordinance, Land Development Standards (LDS) section 12.5.
 - e. 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. CDBG-I Semi-Annual Compliance Report (Project #4111, 4153, 4154)
 - g. Appointment of Leisa Denti to the Downtown Waynesville Commission
 - h. Sarges Downtown Walk Special Event Permit

Motion: To approve the consent agenda as presented.

E. PRESENTATION

3. Impact U Flood Memorial Public Art Piece Proposal

- Breanne Haynes and Josie Ostendorff

Motion: To approve the preliminary design of the Impact U Flood Memorial Public Art Piece to be placed by the Fire Department.

F. OLD BUSINESS

4. Commit to Civility Course

- Councilmember Jon Feichter

Motion: To begin step one of the “Commit to Civility” certification process by attending the virtual training.

G. NEW BUSINESS

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

- Beth Gilmore, Director of Downtown Waynesville

Motion: To appoint Jon Feichter as Chair to the DWC.

6. Placer.ai subscription

- Beth Gilmore, Director of Downtown Waynesville

Motion: To approve a 3-year contract with Placer.ai on behalf of the Downtown Waynesville Commission and Parks and Rec Department.

7. DWC grant application for new kiosks

- Beth Gilmore, Director of Downtown Waynesville

Motion: To authorize the DWC to apply for TDA capital grant funds for the installation of kiosks on Main Street and approve a budget amendment for the amount of funds that will be necessary for the match, up to \$81,000. Grant applications are due by July 18.

8. Acceptance of Phase II Cash Flow Loan

- Rob Hites, Town Manager

Motion: Accept Phase II loan offer and agreement.

H. COMMUNICATION FROM STAFF

9. Manager's Report
- Town Manager, Rob Hites
10. Town Attorney's Report
- Town Attorney, Martha Bradley

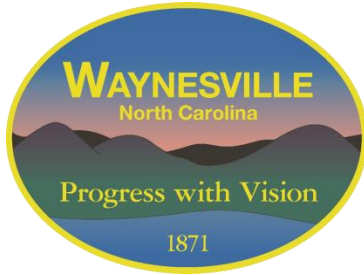
I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. CLOSED SESSION

11. 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.

K. ADJOURN



TOWN OF WAYNESVILLE

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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. July 18	Mountain Street Dance 6-9pm
Tues. July 22	Town Council Meeting – Regular Session
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
June 10, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, June 10, 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
Candace Poolton, Town Clerk
Page McCurry, Human Resources Director
Ian Barrett, Finance Director
Elizabeth Teague, Development Services Director
Olga Grooman, Assistant Development Services Director
Fire Chief Chris Mehaffey
Assistant Fire Chief Cody Parton
Darrell Calhoun, Fire Marshall
Assistant Chief of Police Josh Schick
Luke Kinsland, Recreation Director
Ricky Bourne, Public Services Director

Members of the Media:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Council meeting is June 24th.

B. PUBLIC COMMENT

Ellen Pitt, presides over WNC DWI task force- Ms. Pitt thanked Council for funding the Continuous Alcohol Monitoring (CAM) program.

Doug Oliver, CAM provider-Mr. Oliver also thanked Council for funding the CAM program. He said the program has been 99.9% successful.

Linda Sexton- Ms. Sexton stated that she had a traffic study done in October of 2022 on Legion Drive by J.M. Teague Engineering. She said that 93% of those vehicles were going at least five miles per over the speed limit. She said that she received a letter from the town that said Legion Drive is not eligible for speed calming. She suggested that the town installs pedestrian crossing across Legion Drive at Pigeon Street.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to add "Annual Renewal of Terms for Board and Commissions Members" to the agenda. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to add "Consideration of a Grant Application to Dogwood Health Trust" to the agenda. 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 May 27, 2025 Regular Meeting Minutes
 - b. Motion to approve the FY 25 and FY 26 LEL police department budget amendment and the FY 26 Bike Safe budget amendment.
 - c. Motion to approve the parks and recreation budget amendment for the Youth Sports Grant Fund for swim lanes.

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

E. PROCLAMATION

3. Pride Month Proclamation
 - Mayor Gary Caldwell

Councilmember Anthony Sutton read the proclamation proclaiming June as Pride Month.

F. PUBLIC HEARING

4. Public Hearing for a Map Amendment (Rezoning) request for the Richland Creek Storage property located at 185/187 West Marshall Street in Waynesville, NC 28786 (PIN 8616-40-9101); from Walnut Street Neighborhood Residential Mixed-Use Overlay (WS-NR MXO) to Russ Avenue Regional Center (RA-RC) district.
 - Olga Grooman, Assistant Planning Director

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to open the public hearing at 6:16pm. The motion passed unanimously.

Assistant Planning Director Olga Grooman reported that the applicant owns a storage unit business that operates on both 234 W. Marshall Street and the subject property at 185/187 W. Marshall Street, located just to the south. Ms. Grooman said that the upper parcel is 0.59 ac, while the subject property is the largest portion of the business, located on a 3.25-ac parcel. She said that although part of the same business, the properties lie within different zoning districts, with the northern and smaller parcel zoned as Russ Avenue Regional Center (RA-RC), and the southern and larger parcel zoned as Walnut Street Neighborhood Residential Mixed-Use Overlay District (WS-NR-MXO). Ms. Grooman stated that the applicants are seeking to rezone the property at 185/187 W. Marshall Street “to bring the entire site into alignment with its long-standing use as a self-storage facility,” as stated in their application materials. Ms. Grooman reviewed what is currently allowed and what would be allowed with the rezoning. She reported that staff find the rezoning request appropriate. Ms. Grooman reminded Council that any improvements or changes to the property would still have to go before the planning board and be allowed via a special use permit. She reminded Council that any other uses are not necessarily allowed by right due to setbacks, compatibility with other properties, etc.

Ms. Grooman reported that the Planning Board voted 4-2 that the re-zoning is inconsistent with the Land Use Map, but the rezoning is still reasonable and in the public interest because it is consistent with the goals of the Comprehensive Plan, is adjacent to RC zoning, and involves an existing business that the current owners wish to continue and enhance. Therefore, she said the Planning Board recommended approval of the rezoning and simultaneously amend the Future Land Use Map to redesignate the subject property (185/187 W. Marshall Street) as Mixed Use – Regional.

Councilmember Feichter expressed concern that this upzoning would allow potential for a bar to be opened on the property if the current owners were to sell. He said that would bring an increase of noise, traffic, potential drivers under the influence, lighting, and additional signage to an area that is adjacent to the park. Ms. Grooman said that any facility placed there would still have to adhere to other ordinances, such as noise. Councilmember Feichter reminded Council that as it stands, they would need all the property owners’ consent to downzone should this rezoning be approved.

Jae Ralph, Facility Manager- Mr. Ralph stated that he understands Council’s concerns and assured them that a large amount of the storage unit’s customers live at the adjacent apartment complex. He said their business has been successful for forty years and they will continue to grow. He said it wouldn’t be smart to sell given the success of the business. He added that the original owner still holds the deed of trust.

Mitzi Simmons- Ms. Simmons said that she lives next door to the facility and is concerned about the town up-zoning and it negatively impacting the park next door. She said there is a small benefit to the owner, but a big risk to the town.

Councilmember Sutton clarified that the other parcel next door could currently put a restaurant that serves alcohol or a store there now as it is currently zoned. Ms. Grooman added that the park is adjacent to both properties. Councilmember Sutton asked if they could create a new zoning district for this property so that it would allow storage units, but no other uses. Ms. Grooman said they could, but a mixed-use overlay can be complex. Councilmember Feichter expressed concern that a store over 100,000 square feet would be allowed under the re-zoning. Ms. Grooman assured that a facility that size would not fit, and there would be requirements for parking they would be unable to meet.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 7:06pm. The motion passed unanimously.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to find that the map amendment is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest in that it continues to promote smart growth principles in land use planning and zoning, creates walkable and attractive neighborhoods and commercial centers, encourages infill, mixed-use and context sensitive development and that it creates opportunities for a sustainable economy by promoting the growth of existing local businesses and Waynesville's "maker economy". Councilmembers Dickson, Sutton, and Freeman voted in the affirmative. Councilmember Feichter voted against. The motion passed.

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to adopt the map amendment as presented. Councilmembers Dickson, Sutton, and Freeman voted in the affirmative. Councilmember Feichter voted against. The motion passed.

G. OLD BUSINESS

5. Approval of amended cashflow loan application.

- Rob Hites, Town Manager

Town Manager Rob Hites reminded Council that during the last meeting, they adopted a resolution requesting \$1,500,000 from the NC State Treasure as a "Cash Flow Loan", which is a "0%" percent loan for a five (5) year period. Mr. Hites said a certain percentage of the loan must be repaid between year three and five and the Treasurer's office received our request for "Phase 1" funds and granted the Town \$503,482.76. Mr. Hites said that the Town is eligible for \$2,657,300, which is the total estimated Helene related costs. Therefore, he said staff amended the application and resolution to reflect the \$503,482.76 offer at the Treasurer's staff request. Mr. Hites said staff have filled out the initial pre-application to apply for the balance of the loan during "Phase II" of the program.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve an application and resolution to borrow \$503,482.76 from the NC State Treasurer for a "cash flow loan". The motion passed unanimously.

H. NEW BUSINESS

6. Reclassify one budgeted paid Internship position to a part-time Social Worker position.
 - Assistant Chief of Police Josh Schick

Assistant Police Chief Josh Schick reported that after the department hosted a Social Work Intern for the last year and experienced the benefits of having a dedicated Social Worker available to assist the Community Policing Program, the Waynesville Police Department would like to create a part-time Social Worker position. Councilmember Sutton said that \$15 an hour is not enough and suggested \$20 an hour. HR Director Page McCurry agreed and said they proposed \$15 an hour to try to keep the request budget neutral.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the reclassification of one paid Internship position with an hourly rate of pay of \$15.00 per hour to a part-time Social Worker position with an hourly rate of pay of \$20.00 per hour. The motion passed unanimously.

7. Budget Amendment for the Parks and Recreation Department
 - Luke Kinsland

Recreation Director Luke Kinsland reported that the Parks and Recreation Department was awarded a grant through the Haywood County TDA for \$75,000 to put towards the Waynesville Park and Recreation 10-year Master Plan. He reminded Council that the Master Plan is expiring in 2027.

Councilmember Dickson said they have learned some things from the last plan, and Mr. Kinsland is hoping to incorporate those improvements into the new plan. Mr. Kinsland said the new plan would consider the topography of the recreational property as well, which would be helpful in planning the placement of future facilities.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the budget amendment for the parks and recreation department. The motion passed unanimously.

8. Request from Building Inspections to approve the Resolution Authorizing Demolition of 262 Allens Creek Road, PIN 8604-88-2224, and of bid contract to demolish the building.
 - Elizabeth Teague, Planning Director

Planning Director Elizabeth Teague reported that the Development Services Department Building Inspections Division is requesting authorization to proceed with demolition of a dilapidated mobile home at 262 Allens Creek Road. She said that Inspector David Kelley has been working with Attorney Ron Sneed to address the public safety concerns with the structure for many months while following State statutes regarding condemnation and demolition of property. She read Mr. Kelley's statement that the structure has a collapsed wall, has been neglected for years, and the interior floors are rotted through. She added that the property has been unsecured and public safety is a concern. She said there was a public hearing on May 7th, and no property owner attended. She said no repairs or demolitions have been made, and no other property owners want to take over ownership. Ms. Teague stated that Mr. Kelley conducted a title search, notified 12 different heirs, and had multiple conversations with members of the family.

Councilmember Sutton pointed out that staff are asking for permission tonight, but they won't demolish the structure until July 6th to follow the 60 day post public hearing requirement.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to adopt the Resolution Authorizing Demolition. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the contract to demolish from WCD Demo and Construction. The motion passed unanimously.

9. Traffic Calming Policy Update
- Assistant Town Manager Jesse Fowler

Assistant Town Manager Jesse Fowler reported that Town staff has completed their work with JM Teague Engineering to amend the Town of Waynesville's existing Traffic Calming Policy. He said the policy was amended to increase the efficiency in which traffic calming requests are processed, while also addressing lessons learned through the implementation of the Town's previous policy. He specified lessons concerning emergency routes, an inventory of artificially low speed limits, and the metrics used to determine traffic calming eligibility. Mr. Fowler said the speed study committee would decide eligibility of speed calming measures based on policy, then bring that recommendation to Council.

Councilmember Feichter pointed out that there are no criteria for what the neighborhood wants regarding a speed study and that scoring is done by technical data points with no subjective criteria. Mr. Fowler said that the updated policy would require 66% public input and 66% approval of the neighborhood.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to adopt the attached Traffic Calming Policy and supporting documentation. The motion passed unanimously.

10. Annual renewal of terms for Board and Commissions Members
- Candace Poolton, Town Clerk

Town Clerk Candace Poolton reported that several advisory board and commission members have terms ending on June 30th. For those that are eligible, the Town Council must approve the reappointment of individuals interested in serving another term on their respective boards and commissions.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to appoint all renewing applicants to serve another term on their respective boards. The motion passed unanimously.

11. Consideration of a Grant Application to Dogwood Health Trust
- Councilmember Chuck Dickson

Councilmember Dickson said there is a grant opportunity through the Dogwood Health Trust in the amount of up to \$500,000 due June 27th. He said that the Environmental Sustainability Board recommended they apply to put solar panels and battery storage on the public works building so that it could be used as a command and control center during emergencies. He added that the grant calls for collaboration and they are looking into collaborating with the county.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve to apply the grant. The motion passed unanimously.

I. COMMUNICATION FROM STAFF

12. Manager's Report

- Town Manager, Rob Hites

Town Manager Rob Hites recommend that Council cancel the June 27th Council meeting due to a lack of agenda items.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to cancel the June 27th Council meeting due to a lack of agenda items. The motion passed unanimously.

Mr. Hites announced that the Public Works Department hired a Deputy Director of Operations and a Deputy Director of Administration.

Mrs. Poolton stated that there are two applicants for the Waynesville Housing Authority. Councilmembers Freeman and Dickson volunteered to interview them.

13. Town Attorney's Report

- Martha Bradley, Town Attorney

Ms. Bradley had nothing to report.

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Sutton said that he is a new member of the American Flood Coalition and they will be traveling across the state and D.C. to make sure they get funding for the flood. He added that the NCDOT will be voting on the South Main project and the additional work to Russ Avenue.

K. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adjourn at 7:46pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 07.08.2025**

SUBJECT: Budget Amendment for the Downtown Waynesville Commission

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Downtown Waynesville Commission
Contact: Beth Gilmore
Presenter: **Beth Gilmore**

BRIEF SUMMARY: The Downtown Waynesville Commission was awarded two grants through Haywood County TDA for \$25,000 (Appalachian True Heritage weekend) and \$13,450 (Church Street Craft Show)

MOTION FOR CONSIDERATION:

Approve the budget amendment for Downtown Waynesville Commission

FUNDING SOURCE/IMPACT: Grant Funds

	06.24.2025
Ian Barrett, Finance Director	Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-15-25

Amendment No. 1 to the 2025-2026 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2025-2026 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2025-2026 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Miscellaneous Income	\$38,450
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Increase the following appropriations:

Downtown Waynesville Commission	\$38,400
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Adopted this 8th day of July 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: 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.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact/Presenter: Olga Grooman

BRIEF SUMMARY:

The purpose of the proposed text amendment is to ensure compliance with the road frontage landscaping requirements without causing unnecessary delays for the projects nearing completion and that have otherwise met all other permitting requirements. LDS Chapter 8 encourages preservation of existing vegetation and requires street tree plantings as a part of new development and certain redevelopment, including along NCDOT-maintained roads. However, several projects along Russ Avenue will be unable to plant the required street trees due to ongoing NCDOT roadway construction and associated easements.

Unlike with Town sidewalk requirements that allow for a “fee-in-lieu of construction” option, the landscape ordinance only permits a temporary Certificate of Occupancy (CO) until landscaping is complete, and then, only with a bond or letter of credit which expires with the temporary CO after 180 days. However, the timeline for NCDOT projects may easily exceed 180 days. Under a temporary CO, the building permits for these projects also remain open.

On May 27, 2025, the Town Council voted to implement a temporary policy allowing developments impacted by NCDOT roadway projects to provide a fee-in-lieu of the required street tree plantings and directed staff to work with the Planning Board to develop a text amendment to the Land Development Standards to address this issue. On June 16, 2025, the Planning Board recommended a text amendment allowing a fee-in-lieu of landscaping option for all projects impacted by road construction, not just those affected by NCDOT work.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Draft Ordinance

MANAGER’S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT ORDINANCE FOR BOARD CONSIDERATION

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TEXT OF THE
TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS**

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, Chapter 8 of the Town of Waynesville Land Development Standards (LDS) encourages the preservation of existing trees and vegetation and replenishment of removed vegetation to “improve the visual quality of the Town of Waynesville and minimize the potential impacts of development, such as noise, dust, and glare of lights.”

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendments to the Chapter 8: Tree Protection, Landscaping, and Screening of the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use and context-sensitive development.
- Create walkable and attractive neighborhoods and commercial centers.

Goal 3: Protect and enhance Waynesville’s natural resources.

- Protect and enhance water quality and forests.
- Protect rural lands, iconic views and mountain vistas.

WHEREAS, the Planning Board has reviewed and recommends the proposed text amendments for enactment by the Town Council; and

WHEREAS, the Town Council find this Ordinance is consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes.” and

WHEREAS, after notice duly given, a public hearing was held on **June 16, 2025**, at the regular meeting of the Waynesville Planning Board, and on **August 26, 2025**, at the regularly scheduled meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON AUGUST 26, 2025, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

Section 8.2.5- Tree Protection, Landscaping, and Screening of the Land Development Standards (LDS) be amended as follows:

8.2.5 Compliance and Maintenance.

- A. Landscaping must be installed prior to the issuance of a final certificate of occupancy. A temporary certificate of occupancy accompanied by a bond as noted in B below may be granted to permit installation of required landscaping subsequent to occupancy of the building.
- B. If the season or weather conditions prohibit planting, the developer may provide a bond, an irrevocable letter of credit, or other financial surety in an amount equal to one hundred twenty-five (125) percent of the cost of installing the required landscaping to guarantee the completion of the required planting. The financial surety shall be canceled and/or returned upon completion of the required landscaping.
- C. If a road project prevents the installation of required landscaping, the developer may request to provide a payment-in-lieu covering all costs associated with installation and materials. Upon approval of the payment-in-lieu by the Administrator and receipt of the full payment, the Town may issue a Final Certificate of Occupancy for the project. The payment-in-lieu funds will be held by the Town in a designated account and will be used to restore the required road frontage landscaping in the original or nearby project location, to the extent possible, once the road construction project is complete.
- D. The owner of the property where required landscaping is planted shall be responsible for the maintenance and protection of all plant and screening materials. Failure to maintain or replace dead, damaged, or diseased material or to repair a broken fence or wall shall constitute a violation of this chapter.
- E. If existing vegetation is to be used in complying with any part of this section, a plan for the protection of this vegetation during construction must be submitted to, and approved by the Administrator.

ADOPTED this _____ Day of _____, 2025.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Call for a Public Hearing for August 26, 2025, to consider text amendments to Stormwater Ordinance, Land Development Standards (LDS) section 12.5.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact/Presenter: Olga Grooman

BRIEF SUMMARY:

The Town of Waynesville holds a National Pollutant Discharge Elimination System (NPDES) permit, issued by NC DEQ on August 19, 2021, valid for five years. This permit requires the Town to maintain legal authority through ordinance (Permit Ref. 3.6.2) to manage stormwater and protect water quality. The Town achieves these goals through its Stormwater Ordinance and comprehensive Stormwater Management Plan.

During review of a minor site plan involving three pre-platted lots, the question arose whether the current exemption for single-family and two-family development applied to the project. Per suggestion of the Planning Board's attorney Ron Sneed, staff is bringing forward this text amendment to clarify the scope of the single-family and two-family exemption.

Additionally, the proposed amendments highlight stormwater permitting requirements in the ordinance's applicability section and refer to the relevant LDS sections for more detail. The amendment also removes a redundant sentence to improve clarity.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT ORDINANCE FOR BOARD CONSIDERATION

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TEXT OF THE
TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS**

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Town of Waynesville must comply with its National Pollutant Discharge Elimination System Permit issued by the North Carolina Department of Environmental Quality on August 19, 2021, and maintain legal authority to enforce the stormwater program through up-to-date ordinances.

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendments to the Stormwater Ordinance 12.5 of the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use and context-sensitive development.
- Promote conservation design to preserve important natural resources.

Goal 3: Protect and enhance Waynesville's natural resources.

- Protect and enhance water quality and forests.

WHEREAS, the Planning Board has reviewed and recommends the proposed text amendments for enactment by the Town Council; and

WHEREAS, the Town Council find this Ordinance is consistent with the Town's 2035 Comprehensive Plan and that it is reasonable and in the public interest to "make decisions about resources and land use in accordance with North Carolina General Statutes." and

WHEREAS, after notice duly given, a public hearing was held **on June 16, 2025**, at the regular meeting of the Waynesville Planning Board, and on **August 26, 2025**, at the regularly scheduled meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON AUGUST 26, 2025, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

Section 12.5- Stormwater Management of the Land Development Standards (LDS) be amended as follows:

12.5.2 Applicability.

- A. Commencement Date:** Beginning with and subsequent to its effective date, the requirements of this section are applicable to all development and redevelopment located within the Town Limits and Extraterritorial Jurisdiction of Waynesville including, but not limited to, site plan applications, subdivision applications, and grading applications unless exempt pursuant to this section.
- B. Required Conformity:** No building, structure, or land shall be used, occupied, or altered and no building, structure, or part thereof shall be erected, constructed, reconstructed, moved, enlarged, or structurally altered unless in conformity with all the provisions of this section and all other applicable regulations except as otherwise provided in this Section.
- C. Permit Required:** A stormwater permit is required for all development and redevelopment, unless exempt pursuant to this ordinance. No development for which a stormwater permit is required pursuant to this ordinance shall occur except in compliance with the provisions, conditions, and limitations of the permit. A stormwater permit shall govern the design, installation, and construction of stormwater management and control practices on the site, including structural BMPs and elements of site design for stormwater management other than structural BMPs. The permit is intended to provide a mechanism for the review, approval, and inspection of the approach to be used for the management and control of stormwater for the development or redevelopment site consistent with the requirements of this ordinance. Additional details regarding stormwater permit requirements and procedures can be found in Sections 15.2.3, 15.4, and 15.7.3
- D. Minimum Development Thresholds:** The standards of this section shall apply to all new development and redevelopment projects that:
- a) Cumulatively disturb one (1) acre or more.
 - b) Projects of less than one acre and that are a part of a larger common plan of development or sale, even though multiple, separate, or distinct activities take place at different times on different schedules.
 - c) Projects of less than one acre and that have a proposed increased impervious surface on completion of greater than 24,000 square feet.
- All development and redevelopment shall direct stormwater runoff to landscaped areas and other pervious surfaces to the maximum extent possible. All built-upon areas shall be designed and located to minimize stormwater runoff impact to the receiving waters, minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas.
- E. Illicit Discharges Applicable to All Existing or New Development:** The non-stormwater discharge controls set forth in 12.5.9 of this section shall apply to all existing or proposed developments in the Town of Waynesville's jurisdiction.

12.5.3 Exemptions.

The following development applications are exempt from the standards of this section:

- ~~Single family and two family developments on individual lots.~~ A single-family dwelling on an individual lot or a two-family dwelling on an individual lot, provided the lot is not a part of a larger site plan or subdivision.
- All development in the Central Business District (CBD) zone.

- Development and redevelopment that cumulatively disturbs less than (1) one acre and is not part of a larger common plan of development, ~~or sale unless such activities are part of a larger common plan of development or sale,~~ even though multiple, separate, or distinct activities take place at different times on different schedules.
- Activities that are exempt from permit requirements of Section 404 of the Federal Clean Water Act as specified in 40 CFR 232 (primarily ongoing farming and forestry activities) are exempt from the provisions of this section.
- Redevelopment that results in no net increase in built-upon area and/or provides equal or greater stormwater control than the previous development is exempt from the provisions of this ordinance.

ADOPTED this _____ Day of _____, 2025.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025

SUBJECT: 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.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact/Presenter: Olga Grooman

BRIEF SUMMARY:

Wireless communication facilities are infrastructure used to transmit and receive signals for wireless communications, such as cellular service, internet, TV and radio broadcasting, emergency services, utilities, etc. They include antennas, cables, structures like towers, equipment cabinets, etc.

Wireless communication facilities are generally considered an essential infrastructure under federal law. The Communications Act of 1996 preempts state and local regulations, including local authority to prohibit wireless service facilities, discriminate between providers of wireless service, or regulate proposed wireless communications facilities based on the potential health/environmental effects of radio frequency emissions. Additionally, wireless communication facilities comply with the Federal Communications Commission's (FCC) regulations related to radio frequency exposure limits, equipment authorization, construction of facilities, and mandatory collocation requirements.

The purpose of the proposed text amendments is to better align the Land Development Standards with the federal law and eliminate the Town's LDS provisions that imply a "use variance" from the Zoning Board of Adjustment, which is not permissible under North Carolina law. The proposed changes to the LDS are:

Wireless Communication Facilities:

- Allow installation on new structures, in addition to existing buildings or poles.

Monopole Wireless Communications Towers:

- Allow new towers without requiring a variance from the Zoning Board of Adjustment. The current provision implies a "use variance," and use variances are not allowed under North Carolina state law.
- Remove the requirement for the Zoning Board of Adjustment to review lighting. Towers are permitted via a Special Use Permit (SUP) in all districts, except Central Business District. As a part of the quasi-judicial review, the Planning Board considers whether the proposed use conforms to the character of the neighborhood and whether the establishment and operation, including proposed lighting, is appropriate for the area, not obnoxious, or impeding the orderly development of surrounding properties.
- Require proof of regulatory compliance: written statements from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC) showing that the proposed tower complies with all permit regulations administered by that agency.
- Strengthen and clarify the existing lot size requirement allowing monopole towers on a lot of one (1) ac or greater. Clarify that one tower is permitted per full acre of a lot (i.e., a 2-ac lot can have 2 towers,

and 1.5 ac lot can have 1 tower).

Other standards related to height, placement, collocation, design, buffering, setbacks, etc. remain unchanged.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT ORDINANCE FOR BOARD CONSIDERATION

ORDINANCE NO. _____

**AN ORDINANCE AMENDING THE TEXT OF THE
TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS**

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of Chapter 160D of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety, and welfare; and

WHEREAS, the Communications Act of 1996 preempts state and local regulations, including local authority to prohibit wireless service facilities, discriminate between providers of wireless service, or regulate proposed wireless communications facilities based on the potential health/environmental effects of radio frequency emissions; and

WHEREAS, wireless communication facilities must comply with the Federal Communications Commission's (FCC) regulations related to radio frequency exposure limits, equipment authorization, construction of facilities, and mandatory collocation requirements; and

WHEREAS, the Communications Act of 1996 allows local governments to restrict height/location, and regulate the construction, modification, and design of the proposed wireless communication facilities for safety or aesthetic reasons; and

WHEREAS, NGS 160D-930 ensures the safe and efficient integration of mobile broadband and wireless communication facilities as well as conformity with the Federal Communications Act in local government authority; and

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendments to the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because they reflect the following goals of the Comp. Plan:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use and context-sensitive development.

Goal 5: Create opportunities for a sustainable economy.

- Support 21st century technology and infrastructure by broadening the availability of high-speed internet, modernizing wireless communication facilities, and promoting green building and the use of solar and wind technologies.

WHEREAS, the Planning Board has reviewed and recommends the proposed text amendments for enactment by the Town Council; and

WHEREAS, updates to the Land Development Standards related to wireless communication facilities will better align the Town's ordinances with the Federal Communications Act of 1996 and applicable FCC regulations and promote reliable wireless service to the public, government agencies, and first responders, with the intention of furthering the public safety and general welfare in accordance with 160D-930; and

WHEREAS, the Town Council find this Ordinance is consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes;” and

WHEREAS, after notice duly given, a public hearing was held on **June 16, 2025**, at the regularly scheduled meeting of the Waynesville Planning Board, and on **August 26, 2025**, at the regularly scheduled meeting of the Waynesville Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON AUGUST 26, 2025, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Land Development Standards be amended as follows (in red):

3.10 Supplemental Use Standards—Infrastructure.

3.10.1 Wireless Communication Facility, Micro.

B. Development/Design Standards:

1. A micro wireless facility shall be located on ~~existing~~ buildings, poles, or other ~~existing~~ support structures.
2. A micro facility may be located on buildings and structures provided that the interior wall or ceiling immediately adjacent to the facility is not designated residential space.
3. A micro facility shall be the same color as the ~~existing~~ building, pole or support structure on which it is proposed to be located. Stealth facilities are required.
4. Micro facilities shall comply with the height limitation specified for all land development districts except that such facilities may exceed the height limitation by six (6) feet if placed on a ~~an existing~~ structure. Micro facilities may extend up to six (6) feet above a structure.

3.10.2 Wireless Communication Facility, Mini.

B. Development/Design Standards:

1. A mini wireless facility shall be located on ~~existing~~ buildings, poles, or other ~~existing~~ support structures.
2. A mini facility may be located on buildings and structures provided that the interior wall or ceiling immediately adjacent to the facility is not designated residential space.
3. A mini facility shall be the same color as the ~~existing~~ building, pole or support structure on which it is proposed to be located. Stealth facilities are required.
4. Mini facilities shall comply with the height limitation specified for all land development districts except that such facilities may exceed the height limitation by six (6) feet if placed on a ~~an existing~~ structure. Mini facilities may extend up to six (6) feet above a structure.

3.10.3 Wireless Communication Facility, Macro.

B. Development/Design Standards:

1. A macro wireless facility must have a minimum setback of twenty (20) feet from any adjacent residentially zoned parcel.
2. A macro facility may be located on buildings and structures provided that the immediate interior wall or ceiling adjacent to the facility is not a designated residential space.

3. A macro facility shall be the same color as the ~~existing~~ building, pole or support structure on which it is proposed to be located. Stealth facilities are required.
4. Macro facilities shall comply with the height limitation specified for all land development districts except that such facilities may exceed the height of ~~the existing~~ structures by as much as fifteen (15) feet above the ~~existing~~ structure. Macro facilities may not extend more than fifteen (15) feet above their supporting structure.

3.10.4 Monopole Wireless Communication Tower.

B. Location/Site Design:

1. Monopole wireless communications towers may only be located above an elevation of three thousand five hundred (3,500) feet or on property owned by the Town of Waynesville or Haywood County.
2. ~~A~~ monopole wireless communications towers ~~s~~ may only be located on a lot one (1) acre or greater in size, except within the CI District. ~~One tower is permitted per full acre of a lot (i.e., a 2-ac lot can have 2 towers, and 1.5 ac lot can have 1 tower).~~
3. ~~Proof of regulatory compliance is required. Written statements from the Federal Aviation Administration (FAA) and the Federal Communications Commission (FCC) showing that the proposed tower complies with all permit regulations administered by that agency or evidence that the proposed tower is exempt from those regulations.~~
4. Site location and development shall preserve the preexisting character of the surrounding buildings and land uses and the land development district to the extent consistent with the function of the communications equipment. Monopole towers shall be integrated through location and design to blend in with the existing characteristics of the site to the extent practical. . . .

C. Design of Tower:

5. Towers shall not be artificially lit unless required by the FAA or other applicable authority. ~~If lighting is required, the Board of Adjustment may review the available lighting alternatives and approve the design that will cause the least disturbance to surrounding views.~~

D. Collocation:

- ~~1. No new tower shall be permitted unless the applicant demonstrates to the reasonable satisfaction of the Board of Adjustment that no existing tower, structure or alternative technology, that does not require the use of towers or structures, can reasonably accommodate the applicant's proposed tower or antenna.~~
2. Applicants and permittees shall ~~make a good faith effort to~~ share wireless communications, structures, facilities and sites ~~where reasonable and appropriate, including~~ ~~Such good faith shall include~~ sharing technical information and application information to evaluate the feasibility of collocation. In the event a dispute arises as to whether a permittee has exercised good faith in accommodating other users, the ~~town~~ **Town** may require a third-party technical study at the expense of either or both the applicant and permittee.

ADOPTED this _____ Day of _____, 2025.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 07/08/25**

SUBJECT CDBG-I Semi-Annual Compliance Report (Project #4111, 4153, 4154)

AGENDA INFORMATION:

Agenda Location: Consent
Item Number:
Department: Administration
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY : One of the requirements of the Community Development Block Grant is to present compliance reports to the governing board and the public. Given that we are in the initial stages of administering the grant, our semi-annual report for 2025 is brief. The report provides the following information:

Section 3-The Town of Waynesville has not received any Section 3 Compliance complaints in the first three months of the project.

Section 504- The Town of Waynesville has not received any Section 504 complaints in the first three months of the project.

Fair Housing Complaints- The Town of Waynesville has not received any Fair Housing Complaints in the first three months of the project.

Limited English Proficiency- There have been no Limited English Proficiency translation requests in the first three months of this project.

MOTION FOR CONSIDERATION: Accept the CDBG-I Semi-Annual Compliance Report

FUNDING SOURCE/IMPACT: Water/Sewer

ATTACHMENTS: Memo from Karen Kiehna

MANAGER'S COMMENTS: Accept the Report

June 16, 2025

Re: South Waynesville Sanitary Sewer System Improvement Project CDBG-I, 23-I-4154

Mayor Caldwell and Council, the following is the CDBG-I Compliance Semi-annual Self-Monitoring Report for the period from January 1, 2025 to June 30, 2025. Please present this report at your next regular Town Council meeting.

- Section 3 – The Town of Waynesville has not received any Section 3 compliance complaints in the first three months of this project.
- Section 504 – The Town of Waynesville has not received any Section 504 complaints in the first three months of this project.
- Fair Housing Complaints – The Town of Waynesville has not received any Fair Housing complaints in the first three months of this project.
- Limited English Proficiency - There have been no Limited English Proficiency translation requests in the first three months of this project.

Thank you, Karen Kiehna

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Appointment of Leisa Denti to the Downtown Waynesville Commission

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Administration
Contact: Beth Gilmore, DWC Director
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

Leisa Denti has applied to serve on the DWC in a “At-Large” capacity. She currently serves on the HPC and is in good standing. If appointed, her term would end on 6/30/26.

MOTIONS FOR CONSIDERATION

Motion to appoint Leisa Denti to the DWC.

FUNDING SOURCE/IMPACT

N/A

MANAGER’S COMMENTS AND RECCOMENDATIONS

ATTACHMENTS:



Application for Special Events Permit

I. General Information

EVENT NAME: Sarge's 20th Downtown Dog Walk

EVENT DATE(S): September 13, 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: Waynesville County Courthouse & Main Street

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

SET-UP TIME (START/END): Start up 7am - 8:30am

EVENT HOURS: 9am - 1pm

DISMANTLE HOURS (START/END): 1pm - 2pm

ESTIMATED ATTENDANCE: 500 attendees

BASIS ON WHICH THIS ESTIMATE IS MADE: last year's attendance

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: Sarge's Animal Rescue Foundation

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

APPLICANT NAME: Emily Trigin TITLE: Event & Fundraising Coordinator

ADDRESS: 256 Industrial Park Dr. CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-246-9050 FAX#: _____ EMAIL: events@sarges.org

ON-SITE CONTACT: Windy McKinney TITLE: Executive Director

ADDRESS: _____

PHONE #: 828-246-9050 CELL PHONE #: _____ EMAIL: _____

III.	Brief Description of Event
We walk from the courthouse down depot to Montgomery, up Church Street, then down Main Street back to courthouse. 5-6 booths at courthouse. Fundraising event for Sarge's.	
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

2. Depot

3. Montgomery

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? _____

If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____

☐

☐

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

Number of Stages: 1

Number of Band(s): 1 DJ

Amplification? yes - speakers

☐

☒

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: 10

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? _____

☒

☐

Will you require electrical hookup for the event? Generators? no

☒

☐

Will you require access to water for the event? Explain water for dogs

☒

☐

Will admission fees be charged to attend this event? If "YES", provide the amount(s) of all tickets. \$25

☒

☐

Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). \$75

☒

☐

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?

Event is @ 9am Saturday morning - will be finished around noon

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?

trash cans (ours)

Volunteers: Will you require Civilian Police Volunteers for your event? NO

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:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Impact U Flood Memorial Public Art Piece Proposal

AGENDA INFORMATION

Agenda Location: Presentation
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager and George Kenney, WPAC Chairman
Presenter: Breanne Haynes and Josie Ostendorff

BRIEF SUMMARY

Breanne and Josie serve on the Impact U service club with Tuscola High School. They are currently working on a project that involves installing a flood memorial public art piece at the Waynesville Fire Department Station 1 that will represent the resilience, unity, and strength of Waynesville and greater Haywood County throughout the flood. The students have been working with Grace Cathey, a local metal artist, to create the preliminary design. The students will be fundraising for the project and will request some assistance from the Town's Public Works Department with the installation of the art piece.

At the July 1st meeting of the Waynesville Public Art Commission, the commission voted unanimously to recommend approval of the project to Town Council.

MOTIONS FOR CONSIDERATION

Motion to approve the preliminary design of the Impact U Flood Memorial Public Art Piece to be placed by the Fire Department.

FUNDING SOURCE/IMPACT

ATTACHMENTS

MANAGER'S COMMENTS AND RECOMMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Commit to Civility Course

AGENDA INFORMATION

Agenda Location: Old Business
Item Number:
Department: Council
Contact: Candace Poolton
Presenter: Jon Feichter, Councilmember

BRIEF SUMMARY

North Carolina League of Municipalities is offering a free, virtual course on August 27th from 1pm to 3pm called “Commit to Civility”. NCLM's Commit to Civility is a multi-step program that showcases a city or town council's pledge to civil conduct and leadership. This training is step one in the program. NCLM's Commit to Civility program promotes civility in local government and recognizes those governing boards that dedicate themselves to this approach. It engages and challenges municipal officials to embrace civility throughout the course of their work within their communities. This program equips leaders with the information and skills needed to maintain composure and move through emotionally charged situations with a respectful and solutions-oriented approach.

The objectives are to understand that:

- Civility is about disagreeing without disrespect, seeking common ground as a starting point for dialogue about differences, listening past one’s preconceptions, and teaching others to do the same. Civility is the hard work of staying present even with those with deep-rooted and fierce disagreements.
- Civility is inherently political, not only because it’s a prerequisite for civic action, but because it’s about negotiating interpersonal power such that everyone’s voice is heard.

Certificate Requirements

1. Have at least 75% of your Board attend the two-hour Commit to Civility training
2. Have course participants sign the individual pledge
3. Adopt the ‘Commit to Civility’ Resolution at an upcoming council meeting (a template is provided at the training)
4. Submit a signed copy of the Resolution and the individual pledge forms for at least 75% of the governing Board to learning@nclm.org

These steps will be discussed in full at the training. Municipalities who earn the Commit to Civility certificate will be recognized at CityVision.

MOTIONS FOR CONSIDERATION

Motion to begin step one of the “Commit to Civility” certification process by attending the virtual training.

FUNDING SOURCE/IMPACT

N/A

ATTACHMENTS

N/A

MANAGER’S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Appointment of Jon Feichter as the Chair to the Downtown Waynesville Commission

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Beth Gilmore, DWC Director
Presenter: Beth Gilmore, DWC Director

BRIEF SUMMARY

Vice Chair Joyce Massie nominated Jon Feichter to serve as Chair during a DWC meeting on May 20. Board members voted unanimously to support the nomination of Jon Feichter as Chair of the DWC.

MOTIONS FOR CONSIDERATION

Motion to appoint Jon Feichter as Chair to the DWC.

FUNDING SOURCE/IMPACT

N/A

MANAGER'S COMMENTS AND RECCOMENDATIONS

ATTACHMENTS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025**

SUBJECT: Placer.ai subscription

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Beth Gilmore, Executive Director, Downtown Waynesville Commission

BRIEF SUMMARY

The Downtown Waynesville Commission is asking the Town to sign a 3-year contract with Placer.ai on behalf of the Downtown Waynesville Commission and Parks & Rec Department to allow both departments shared access to the Placer.ai venue and market analytics. Parks & Rec Director Luke Kinsland has agreed to share the subscription with the DWC and split the annual cost between the two departments. Placer has agreed to honor the estimate presented last year for \$14,000 for a 12-month subscription. By signing a 3-year contract, the Town will receive a discounted rate during the first two years- paying \$12,600 during year one; \$13,230 during year two; and the full \$14,000 during year three.

There is a non-appropriation clause in the contract that allows the Town to opt out of the contract without penalty if funds are not approved in the budget for year two and three's subscription.

MOTIONS FOR CONSIDERATION

Motion to approve a 3-year contract with Placer.ai on behalf of the Downtown Waynesville Commission and Parks and Rec Department.

FUNDING SOURCE/IMPACT

ATTACHMENTS

Placer.ai estimate.

MANAGER'S COMMENTS AND RECCOMENDATIONS

Pricing for Waynesville, NC



Placer.ai

Unlimited Access to the Placer Dashboard:

- Access to Placer.ai Venue and Market Analytics reports, including Visits, Employees, Residents, Trade Areas, Visitor Journey, Visitor Insights, Dwell Times, and Visitation by Hour/Day. Also includes unlimited POIs and reports.
- Actionable insights include:
 - Accurate visitation counts for any location
 - True Trade Areas displaying frequent-visitor-density by home and work locations
 - Visitor demographics, psychographics, interests, and time spent at relevant locations
 - Where visitors are coming from/going to, and along which routes
 - Ability to sort by audience type: visitors, residents, and employees
 - Area Analysis showing traffic counts, planned development, and crime data
 - Custom Placer Xtra reports per ad-hoc needs/requests; in Excel, KML, Tableau, and other formats

Premier Customer Support:

- **Ongoing Support:** Your Dedicated Customer Success Manager will be with you for the lifetime of the subscription to discuss your needs, product launches, and ever-evolving use cases
- **Knowledge Sharing:** Your CSM will share methods and best practices from their experiences with other customers to help you get the most efficient use out of Placer.ai
- **Platform Training:** Your CSM will ensure you and your team are always equipped to understand Placer's platform and data

Pricing/Term:

1-Year Commitment: \$14,000 annually

2-Year Commitment: \$12,600 in yr 1 and \$14,000 in yr 2

3-Year Commitment: \$12,600 in yr 1, \$13,230 in yr 2, and \$14,000 in yr 3

* For Multiyear commitments, there is a non-appropriation clause in the contract that gives the organization an opt-out if budgets are not approved in yr 2 or yr 3

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 2025

SUBJECT: DWC grant application for new kiosks

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Beth Gilmore, Downtown Waynesville Commission Executive Director
Presenter: Beth Gilmore, Downtown Waynesville Commission Executive Director

BRIEF SUMMARY

The Downtown Waynesville Commission agreed in their June meeting to move forward with an application for TDA capital grant funds for the installation of new kiosks on Main Street. Preliminary conversations with Buzz Bizzell, Bizzell Design Inc., who manufactured and installed the Gateway Arch and designed kiosk concepts for the 3-phase Wayfinding project funded through TDA grant funds on June 12th, 2018 estimates the cost of two digital kiosks to be around \$162,000 based on a similar project completed recently for the Town of Waxhaw.

TDA capital grant funds require a 100% match. The DWC is requesting approval to move forward with the application which, if approved, could require a budget amendment of around \$81,000 to meet the match requirement.

MOTIONS FOR CONSIDERATION

Motion to authorize the DWC to apply for TDA capital grant funds for the installation of kiosks on Main Street and approve a budget amendment for the amount of funds that will be necessary for the match, up to \$81,000. Grant applications are due by July 18.

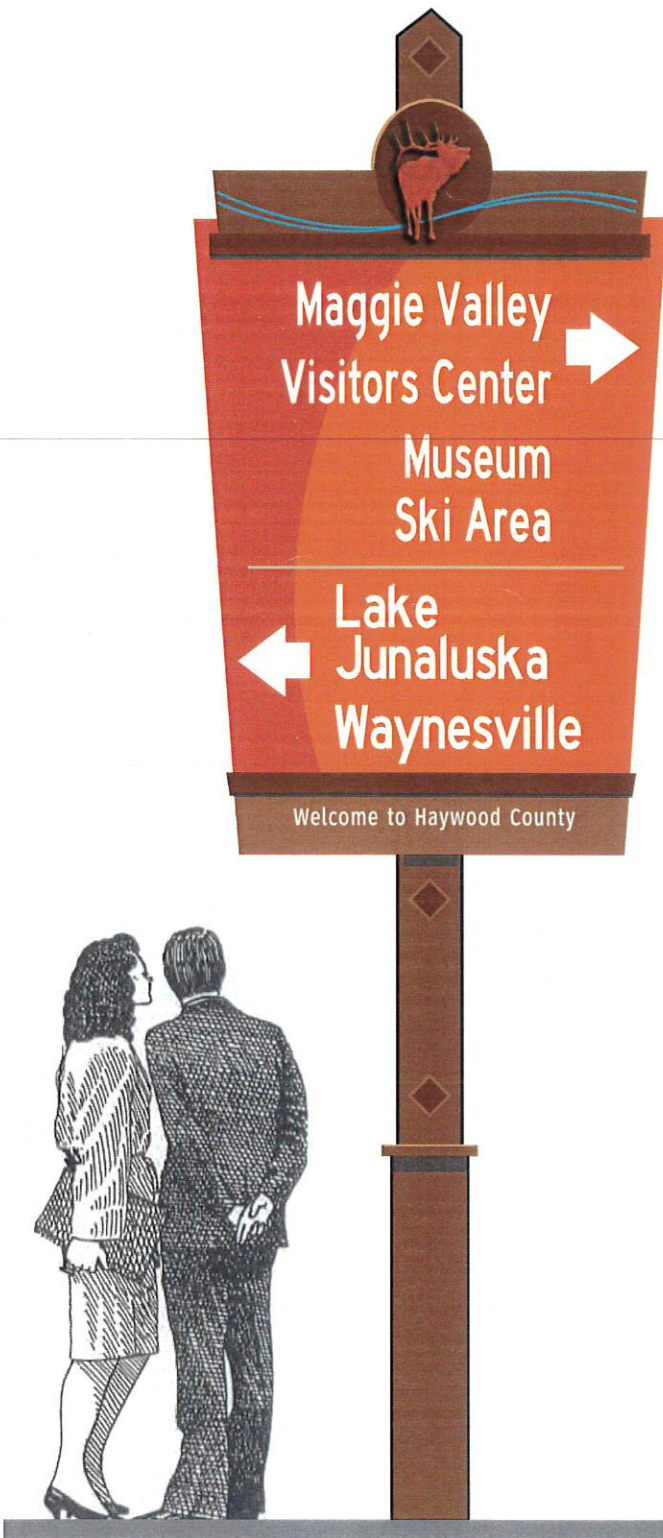
FUNDING SOURCE/IMPACT

ATTACHMENTS

Email from Buzz Bizzell on June 18, 2025
Flyer with sample signage by Bizzell Designs that includes a digital kiosk installed by Bizzell in Belmont

MANAGER'S COMMENTS AND RECOMMENDATIONS

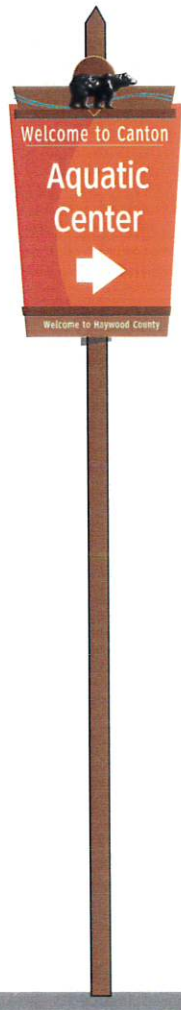
Boulevard Wayfinding



Downtown Wayfinding

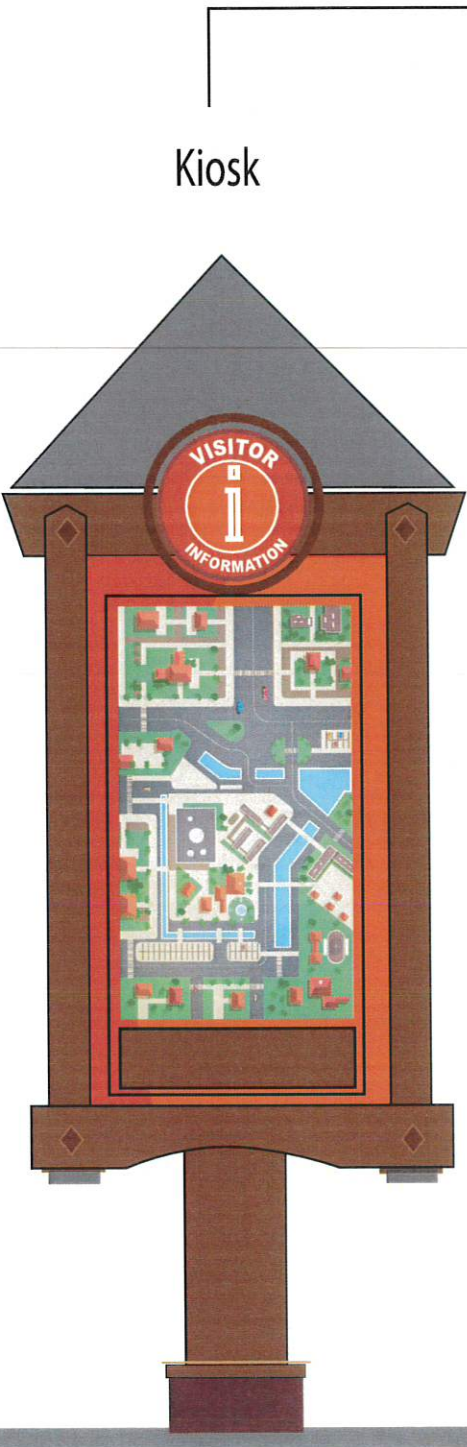


Single Position Destination or Pedestrian Trail

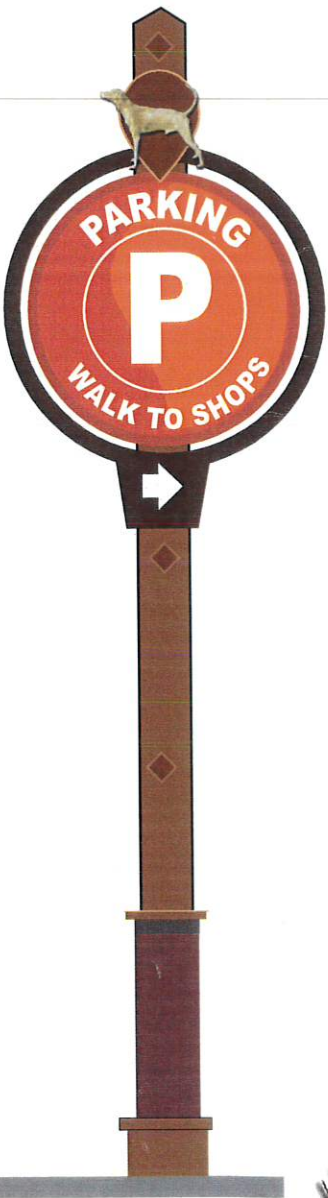


Note: Parking signage and information kiosks are the best place to begin a downtown wayfinding program. They require no NCDOT approval process and the kiosks will allow retail and restaurant destinations to be displayed.

Kiosk



Parking



Beth Gilmore

From: Buzz Bizzell, SEGD, IDSA <buzz.bizzell@gmail.com>
Sent: Wednesday, June 18, 2025 10:15 AM
To: Beth Gilmore
Cc: Jon Feichter
Subject: Re: Downtown Waynesville kiosks

Beth, John,

What Great News!

We are finishing two more digital kiosks for the Town of Waxhaw. (more valuable experience).
Because of the technical complexities, I made the command decision to hire Miguel Madrano, an IT expert, in-house.

With his help, we can cut out the middleman and service the technical details ourselves.

For Waxhaw, the two units cost \$162K

A gentleman from Waynesville also stopped by at the trade show and discussed that you all may be interested in a 4-sided unit.

2- sides Downtown Waynesville content, and 2- sides paid advertising space, Ski resorts, etc. It is a valid concept we should explore.

I am ready to explore all of this with you! Let me know if you would like me to do some preliminary research/ design and a few cost concepts before we have an initial project meeting.

Many Thanks

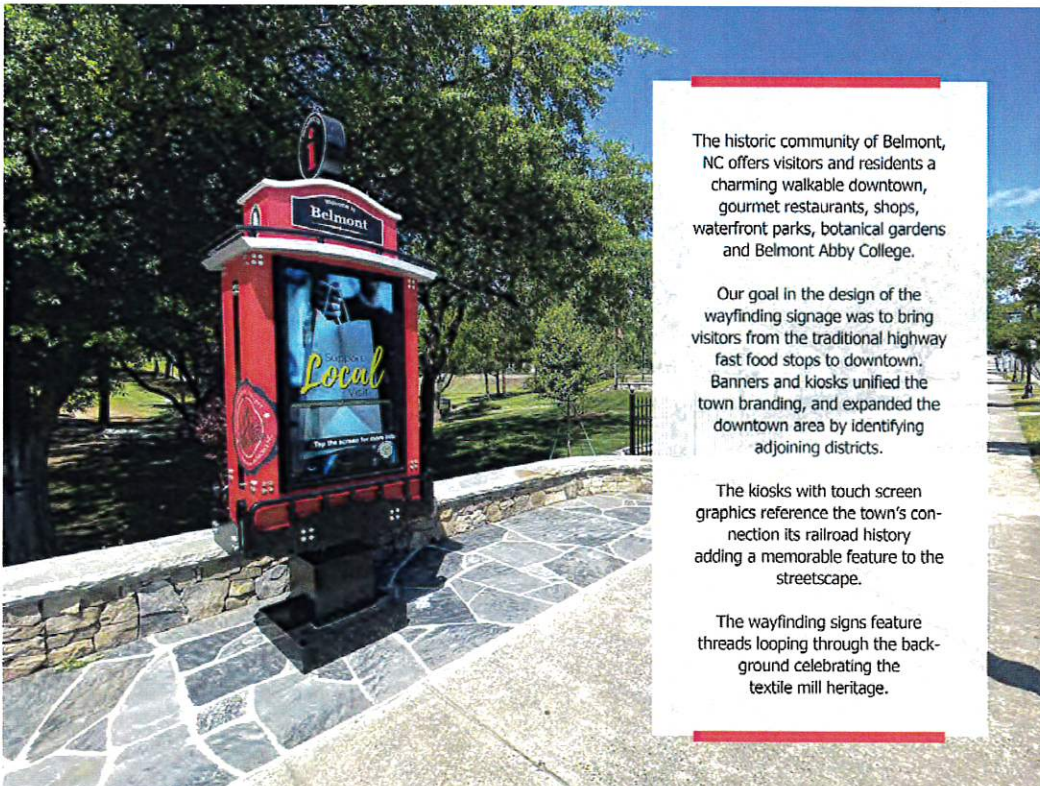
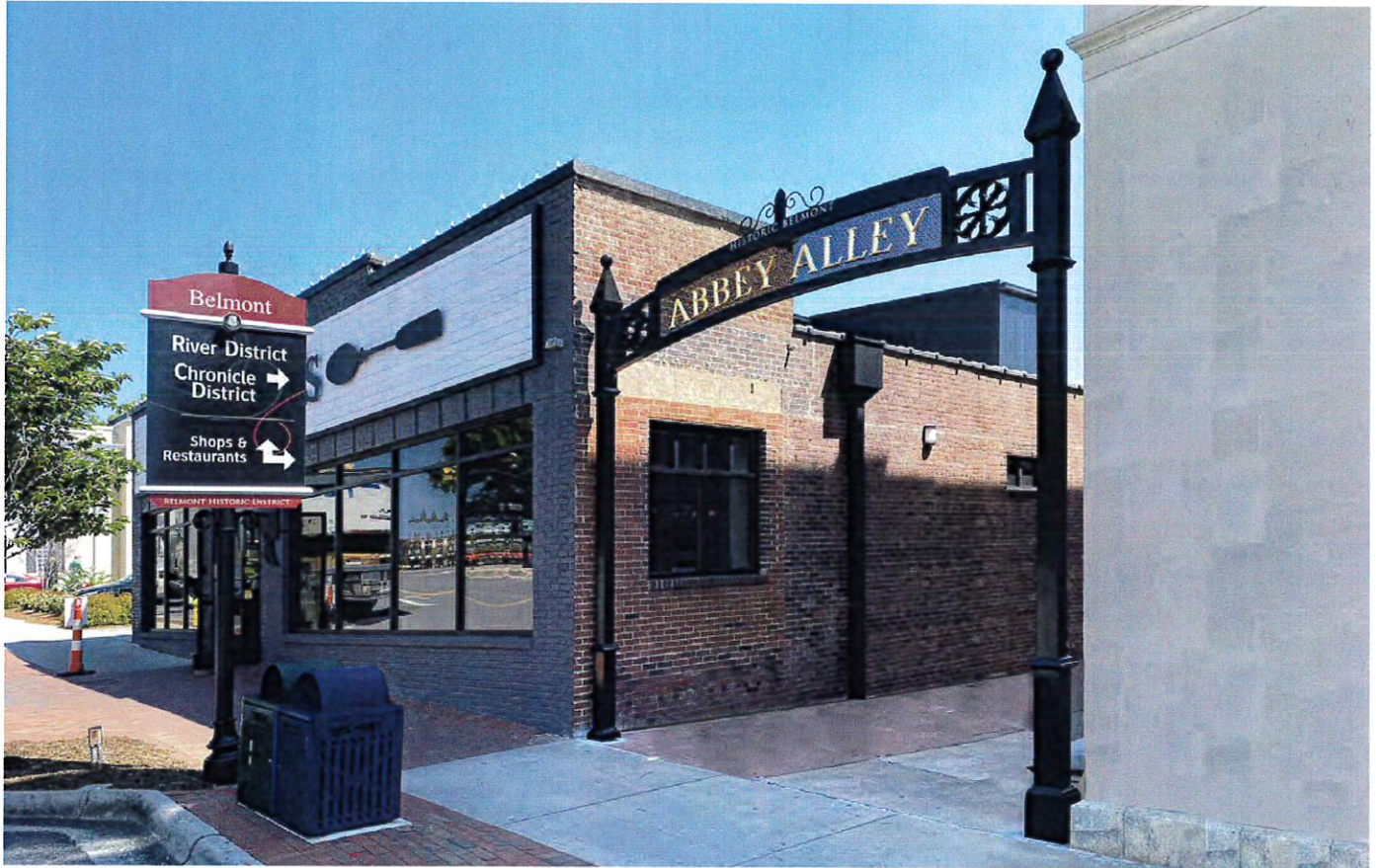


HL (Buzz) Bizzell, SEGD
Bizzell Design Inc.
PO Box 785
Belmont, NC 28012

Wayfinding • Civic Branding • Successful Downtown Destination Design Strategies & Themed Architectural Design



www.bizzelldesign.com

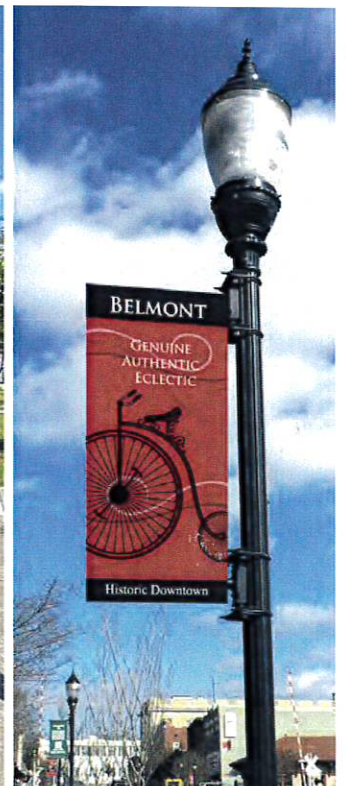


The historic community of Belmont, NC offers visitors and residents a charming walkable downtown, gourmet restaurants, shops, waterfront parks, botanical gardens and Belmont Abby College.

Our goal in the design of the wayfinding signage was to bring visitors from the traditional highway fast food stops to downtown. Banners and kiosks unified the town branding, and expanded the downtown area by identifying adjoining districts.

The kiosks with touch screen graphics reference the town's connection its railroad history adding a memorable feature to the streetscape.

The wayfinding signs feature threads looping through the background celebrating the textile mill heritage.



**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 7/8/2025**

SUBJECT Acceptance of Phase II Cash Flow Loan

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Administration

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY The Council approved a "Cashflow Loan" of \$503,482.76 from the NC Treasurer's office during its June 10th meeting. It also directed the staff to apply for a Phase II loan. The Treasurer's office is offering the Town a Phase II loan of \$332,225.02. Both loans total \$835,707.78. The Town's projected FEMA expense exceeds 2 million dollars. While the loans will not make the Town whole, it will restore its fund balances to a more manageable level. The loan carries a "0%" interest rate and will be paid back in five years. The loan term is as follows:

\$1 on anniversary of Round 2 loan date

10% on 6/30/27.

20% on 6/30/28.

40% less \$1 on 6/30/29.

MOTION FOR CONSIDERATION: Accept Phase II loan offer and agreement.

FUNDING SOURCE/IMPACT General, Sewer, Water, Electric

ATTACHMENTS: Phase II Loan Agreement

MANAGER'S COMMENTS: See Above

Finance Officer

**STATE CASHFLOW LOANS FOR DISASTER RESPONSE ACTIVITIES TO LOCAL
GOVERNMENTS**

LOAN AGREEMENT (ROUND 2)

BETWEEN

**THE STATE OF NORTH CAROLINA (BY AND THROUGH THE DEPARTMENT OF STATE
TREASURER)**

AND

THE TOWN OF WAYNESVILLE, NORTH CAROLINA

Loan Round:	Round 2
Round 2 Loan Number:	Waynesville-Round2-334
Round 2 Loan Date:	_____
Round 2 Loan Amount:	\$332,225.02

REPAYMENT TERMS:

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Loan Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date or June 30, 2030.**

Recipient Tax ID/EIN: _____

PURPOSE:

For good and valuable consideration, the adequacy of which is hereby acknowledged, this loan agreement (“Agreement”) is hereby entered into by and between the State of North Carolina, by and through the North Carolina Department of State Treasurer (“NCDST”), and the **Town of Waynesville, North Carolina** (“RECIPIENT”) (referred to individually as Party and collectively as “Parties”) to provide NCDST cashflow loans for disaster response activities to local governments, in accordance with Section 4E.5. of North Carolina Session Law 2024-53, as modified by Section 1F.1 of North Carolina Session Law 2024-57 (together, as amended, the “Authorizing Act”).

1. EFFECTIVE TERM:

This Agreement shall be effective as of the latest date of signature below (“Effective Date”) and, subject to Section 15, shall terminate upon full repayment of the loan proceeds to NCDST, unless earlier terminated pursuant to Section 9.

2. NCDST’S DUTIES & PAYMENT PROVISIONS:

NCDST shall loan RECIPIENT a total of **\$332,225.02** to pay for RECIPIENT’S disaster response activities as set forth in FEMA Public Assistance Worksheets. This principal-only loan does not carry interest charges or administrative fees. Upon signature of this Agreement by the Parties, the funds will promptly be transferred to

RECIPIENT via wire/ACH transfer to the RECIPIENT'S account, pursuant to the written bank wiring instructions that RECIPIENT must submit to the NCDST as provided in Section 3.a. below.

3. RECIPIENT'S DUTIES AND REPRESENTATIONS:

- a. **As soon as reasonably practicable following its receipt of this Agreement, RECIPIENT shall provide each of the following to NCDST: (a) a certified copy of a resolution authoring execution of the Agreement and Promissory Note in the form set forth in Attachment A; (b) an executed copy of this Agreement; (c) an executed Promissory Note in the form set forth in Attachment B; and (d) the completed NCDST Hurricane Helene Cashflow Loan Program Wire Form enclosed as Attachment C, signed and certified by the appropriate official of RECIPIENT.**
- b. Before and during the term of this Agreement, RECIPIENT will use or has used loan proceeds to cover expenditures for disaster response activities, which may be expenditures that are eligible for reimbursement by the Federal Emergency Management Agency (FEMA) Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program.
- c. Both NCDST and RECIPIENT agree that this Agreement shall be interpreted as to not diminish or impair RECIPIENT's eligibility to secure FEMA or related recovery funding support.
- d. RECIPIENT agrees to deliver repayment installments of the loan proceeds in the amounts and by the dates set forth in the Repayment Terms recited on Page 1 above, which are hereby incorporated by reference. Further, RECIPIENT understands and agrees that all loan proceeds provided to RECIPIENT under this Agreement must be repaid no later than the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.
- e. RECIPIENT agrees that loan proceeds received through this Agreement shall be accounted for in a separate fund and accounting structure within RECIPIENT's central accounting system. RECIPIENT agrees to manage all accounts payable disbursements, check register disbursements, and related transactions in a detailed manner that supports fully transparent accounting of all financial transactions associated with loan funding allocations described in Section 2 of this Agreement. RECIPIENT understands and acknowledges the total direct loan funding level available under this Agreement is **\$332,225.02**.
- f. As provided in the Authorizing Act:
 - (i) RECIPIENT shall use best efforts and take all reasonable steps to obtain alternative funds that cover the losses or needs for which the loan proceeds are being provided, including funds from insurance policies in effect, available federal aid, and private donations. RECIPIENT understands and agrees that the loan proceeds paid to RECIPIENT pursuant to this Agreement are in excess of any funds received by RECIPIENT from any of the following: (a) settlement of a claim for loss or damage covered under RECIPIENT's applicable insurance policy in effect; (b) federal aid; or (c) private donations.
 - (ii) If RECIPIENT obtains alternative funds pursuant to subdivision (i) of this subsection f., RECIPIENT shall remit such funds to NCDST as soon as reasonably practicable thereafter, but no later than the earlier of the two dates established in subsection d. to this Section 3. Notwithstanding the preceding sentence, RECIPIENT shall not be required to repay to NCDST any amount in excess over the amount of loan proceeds provided under this Agreement.

4. AGREEMENT ADMINISTRATORS:

All notices permitted or required to be given by one Party to the other and all questions about the Agreement from one Party to the other shall be addressed and delivered to the other Party's Agreement Administrator. The name, post office address, street address, telephone number, fax number, and email address of the Parties' respective initial Agreement Administrators are set out below. Either Party may change the name, post office address, street address, telephone number, fax number, or email address of its Agreement Administrator by giving timely written notice to the other Party.

For NCDST	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com	Eric Naisbitt Chief of Staff Office of the State Treasurer 3200 Atlantic Avenue Raleigh, North Carolina 27604 Phone: (919) 814-3817 Email: helenecashflowloans@nctreasurer.com

For RECIPIENT	
IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Name	Name
Title	Title
Address	Address
Email	Email
Phone	Phone

5. MONITORING AND AUDITING:

RECIPIENT acknowledges and agrees that, commencing on the Effective Date of this Agreement and for a period of three (3) years following this Agreement's termination, RECIPIENT's books, records, documents and facilities with respect to the loan funds shall be open to NCDST for auditing, inspection and monitoring at all times during such period. Further, upon a request for access by NCDST (whether in writing or otherwise), RECIPIENT shall make all such books, records, documents, and facilities open to NCDST for inspection. To that end, RECIPIENT agrees to provide NCDST staff, any authorized agent or other designee of NCDST, and staff of the Office of State Auditor, as applicable, with access to financial and accounting records to support internal audit, financial reporting and related requirements.

RECIPIENT acknowledges and agrees that, with regard to the Loan funds, it will be subject to the audit and reporting requirements prescribed by N.C.G.S. § 159-34 (Annual independent audit; rules and regulations) within the Local Government Budget and Fiscal Control Act. Such audit and reporting requirements may vary depending upon the amount and source of Loan funding received by RECIPIENT and are subject to change.

RECIPIENT acknowledges and agrees that, with regard to the loan funds, it will be subject to the reporting requirements of both NCDST and the North Carolina Office of Budget and Management, as mandated by those agencies from time to time, as applicable.

6. SITUS AND EXCLUSIVE VENUE:

This Agreement shall be governed by the laws of North Carolina and any claim for breach or enforcement of this Agreement shall be filed in State court in Wake County, North Carolina.

7. COMPLIANCE WITH LAW:

RECIPIENT shall be wholly responsible for the loan terms and RECIPIENT's responsibilities described in this Agreement. RECIPIENT shall be responsible for supervision of any of its employees and contractors funded under this Agreement, and compliance with all laws, ordinances, codes, rules, regulations, licensing requirements and other regulatory matters that are applicable to the conduct of their loan performance under this Agreement, including those of Federal, State, and local agencies having appropriate jurisdiction. RECIPIENT is reminded that all funds are subject to the requirements of the Local Government Budget and Fiscal Control Act, including but not limited to all budgeting and pre-audit requirements.

8. CLAW-BACK; OFFSET:

- a. NCDST may also demand repayment of previously expended funds, and RECIPIENT must comply with such a demand, in the event NCDST determines that RECIPIENT has not spent loan funds on eligible uses set forth in the FEMA project worksheets used to determine the Round 2 Loan Amount, or if NCDST determines that RECIPIENT has not materially complied with any other requirements set forth in this Agreement concerning the loan funds (generally, "Non-Compliance"). Before making a formal demand for repayment as provided in this subsection, NCDST will provide RECIPIENT thirty (30) days' written notice to cure such Non-Compliance, and the Parties will make every reasonable effort to resolve the problem informally.
- b. In the event the Parties are unable to resolve RECIPIENT's Non-Compliance as provided in subsection a. above, RECIPIENT understands and agrees that, pursuant to N.C. Gen. Stat. § 147-71, the State Treasurer is authorized to demand, sue for, collect and receive all money and property of the State not held by some person under authority of law. In addition, RECIPIENT understands and agrees that NCDST shall have the right to recoup any funds for which repayment has been demanded through the Setoff Debt Collection Act (Chapter 105A of the North Carolina General Statutes) and any other provision of State law providing for setoff debt collection, as applicable.

9. TERMINATION OF AGREEMENT:

Subject to Section 15, this Agreement may be terminated:

- a. By mutual written consent of the Parties;
- b. By NCDST for cause, if: (i) RECIPIENT violates the terms of this Agreement and RECIPIENT fails to correct the violation(s) within thirty (30) days of written notice of violation from NCDST; (ii) NCDST determines RECIPIENT has made a misrepresentation in connection with this loan; or (iii) RECIPIENT abandons or otherwise ceases to make reasonable progress towards completion of the disaster response activities funded by this Agreement; or

- c. In the event that RECIPIENT repays the Round 2 Loan Amount in full prior to the earlier of the following two dates: (i) the five-year anniversary of the Round 2 Loan Date; or (ii) June 30, 2030.

In the event of termination, NCDST may require the return of unspent funds. NCDST may, in its sole discretion, allow RECIPIENT to retain or be reimbursed for costs reasonably incurred prior to termination that were not made in anticipation of termination and cannot be canceled, provided that said costs meet the provisions of this Agreement.

10. AMENDMENTS:

Subject to all applicable laws, this Agreement may be amended in writing, executed by both NCDST and RECIPIENT. If RECIPIENT requests revisions of Agreement terms, it shall provide to NCDST for review and approval a detailed written request that includes documented financial management reason(s) for amending the terms of this Agreement.

11. E-VERIFY:

If this Agreement is subject to N.C. Gen. Stat. § 143-133.3, RECIPIENT shall impose the obligations of Article 2 of Chapter 64 of the General Statutes on any contractor and its subcontractors funded by this Agreement.

12. LIMITATION OF LIABILITY; CONTRACTUAL RIGHTS:

RECIPIENT will hold NCDST harmless from any loss(es) or damage(s) arising in connection with the performance of this Agreement to the extent permitted by law, including the North Carolina Tort Claims Act (Article 31 of Chapter 143 of the North Carolina General Statutes). This Agreement is intended for the sole and exclusive benefit of the Parties. This Agreement does not create, and shall not be construed as creating, any rights enforceable by any person not a party to this Agreement. Nothing herein shall be construed as a waiver of the sovereign immunity of the State of North Carolina.

13. SEVERABILITY:

- a. Generally. Nothing in this Agreement is intended to conflict with any law, or regulation, or rule of the United States, or the State of North Carolina, or NCDST. The Parties agree that if a term of this Agreement cannot be interpreted in a way to be consistent with such authority, then that term shall be deemed invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- b. Federal Reimbursement. The Parties expressly agree that they intend for this Agreement to constitute and be construed as a loan agreement, toward the end that all loan proceeds provided to RECIPIENT hereunder would remain eligible for reimbursement under the FEMA Public Assistance Program, National Flood Insurance Program, or other federal reimbursement program (generally, for purposes of this subsection, the "Federal Funding Programs"). The Parties further agree that: (i) no provision of this Agreement shall be construed as creating or contemplating a current or future condition or circumstance that would in any way alleviate RECIPIENT of the repayment obligations set forth in this Agreement, or in the related Promissory Note; and (ii) to the extent that any word, phrase, clause, sentence, or term of this Agreement is deemed incongruous with any relevant provision(s) of federal law pertaining to RECIPIENT's eligibility for reimbursement under the Federal Funding Program(s), then such word, phrase, clause, sentence or term shall be modified, deleted, or interpreted in such a manner as to make the loan funds provided to RECIPIENT hereunder fully reimbursable under the Federal Funding Program(s), or else reimbursable to the maximum extent allowable under such program(s).

14. ENTIRE AGREEMENT:

This Agreement and any annexes, exhibits, and amendments appended hereto, and any documents incorporated specifically by reference, represent the entire Agreement between the Parties and supersede all prior oral and written statements or Agreements.

15. SURVIVAL:

The following sections shall survive termination of this Agreement: 3.c., 5, 6, 7, 8, 12 and 13.

16. EXECUTION AND EFFECTIVE DATE:

This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. One or more counterparts of this Agreement may be delivered by facsimile or in Adobe Portable Document Format (PDF) sent by electronic mail, with such delivery having the same effect as delivery of an original counterpart. Signatures provided by facsimile transmission, in PDF sent by electronic mail, or by electronic signature such as DocuSign, shall be deemed to be original signatures.

This Agreement shall become effective upon the Effective Date and NCDST's loan obligations shall commence upon NCDST's receipt of the items set forth in 3.a. above.

[signature page follows]

19. AUTHORIZED SIGNATURE WARRANTY:

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Agreement.

In Witness Whereof, RECIPIENT and the State of North Carolina, acting by and through the NCDST have executed this Agreement in duplicate originals, with one original being retained by each party.

TOWN OF WAYNESVILLE, NORTH CAROLINA

AUTHORIZING OFFICIAL

Date

Printed Name

Title

STATE OF NORTH CAROLINA, by:

NORTH CAROLINA DEPARTMENT OF STATE TREASURER

AUTHORIZING OFFICIAL

Date

Eric Naisbitt

Chief of Staff

ATTACHMENT A

**RESOLUTION TO APPROVE ROUND 2 NORTH CAROLINA CASHFLOW LOAN AGREEMENT
AND PROMISSORY NOTE**

WITNESSETH:

WHEREAS, in connection with the State of North Carolina cashflow loan program (Loan Program) authorized by the Disaster Recovery Act of 2024, Session Law 2024-53 (as amended by Session Law 2024-57), the North Carolina Department of State Treasurer has been working with the North Carolina Department of Public Safety-Division of Emergency Management (NCEM), the North Carolina Association of County Commissioners (NCACC), and the North Carolina League of Municipalities (NCLM) to formulate a working plan for the disbursement of cashflow loans aimed at assisting local governments affected by Hurricane Helene; and

WHEREAS, local governments wishing to participate in Round 2 of the Loan Program are required to execute a Round 2 Cashflow Loan Agreement and Promissory Note with the State of North Carolina, by and through the North Carolina Department of the State Treasurer; and

NOW, THEREFORE BE IT RESOLVED BY THE TOWN OF WAYNESVILLE, NORTH CAROLINA:

1. That the Round 2 Cashflow Loan Agreement and Promissory Note provided by the North Carolina Department of the State Treasurer are hereby approved.
2. That the Manager, Clerk, or Authorized Representative of a Tribal Government is authorized to execute the attached agreements (or those substantially equivalent thereto) and such other agreements and actions as necessary to receive disaster recovery loan funding from the State of North Carolina.

Adopted, this the _____ day of _____

TOWN OF WAYNESVILLE, NORTH CAROLINA

By: _____
Mayor/Commissioner/Authorized Representative

Name: _____

Title: _____

ATTEST:

Town Clerk/Authorized Representative

Name: _____

Title: _____

ATTACHMENT B

This Promissory Note has been pre-audited as required by the
Local Government Budget and Fiscal Control Act

Finance Officer

PROMISSORY NOTE

Date: _____

Round 2 Loan Number: **Waynesville-Round2-334**

Round 2 Loan Amount: **\$332,225.02**

The **Town of WAYNESVILLE, North Carolina** (“BORROWER”) DOES HEREBY unconditionally promise to pay to the STATE OF NORTH CAROLINA (by and through the North Carolina Department of State Treasurer) (“State”) the following Round 2 Loan Amount: **\$332,225.02**. The promissory note is made in accordance with the related Loan Agreement, dated as of the date hereof (the “Agreement”), between the State and the BORROWER. As set forth in the Agreement, the BORROWER hereby promises to pay the Loan Amount in accordance to the following schedule:

- **\$1 by the first anniversary of the Round 2 Loan Date**
- **10% of the Round 2 Loan Amount by June 30, 2027**
- **20% of the Round 2 Loan Amount by June 30, 2028**
- **30% of the Round 2 Amount by June 30, 2029**
- **40% (less \$1) of the Round 2 Loan Amount by the earlier of the fifth anniversary of the Round 2 Loan Date recited in the Agreement or June 30, 2030.**

Payment instructions will follow from the State or its agent.

This Promissory Note and the Agreement were duly authorized by action of the BORROWER’s governing body at a meeting duly held on _____.

TOWN OF WAYNESVILLE, NORTH CAROLINA

Signature

[Name and Title]

[SEAL]

Attest:

Signature

[Name and Title—should be clerk]

ATTACHMENT C

Haywood County



NORTH CAROLINA
DEPARTMENT OF STATE TREASURER

BRADFORD B. BRINER
STATE TREASURER OF NORTH CAROLINA

FINANCIAL OPERATIONS DIVISION

Hurricane Helene Cash Flow Loan Program Wire Form

Questions concerning the completion of this form should be directed to 919-814-3902.

RECIPIENT INFORMATION

Recipient/Account Holder's Name:

Recipient's Address, City, State, Zip:

Information for the Recipient (optional):

BENEFICIARY BANK INFORMATION

Beneficiary Bank Name:

Beneficiary Bank Routing Transit Number (RTN):

Beneficiary Bank Account Number:

Bank's Address, City, State, Zip:

Information for the Beneficiary Bank, if applicable:

I certify the recipient information and beneficiary bank information provided above is true and correct, and I am authorized to act in the capacity indicated and to transact business on the account listed above. Only original signatures accepted; no electronic signatures.

Recipient Official's Printed Name

Signature

Phone #

Date

FOR INTERNAL USE ONLY

Financial Operations Division

US Dollar Wire Amount: **\$332,225.02**

Contract/Reference #: **Waynesville-Round2-334**

Date Wire Processed:

3200 Atlantic Avenue • Raleigh, North Carolina 27604

Courier #56-20-45 • Telephone: (919) 814-4000 •

Fax: (919) 855-5809 www.NCTreasurer.com

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: July 8, 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