

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: September 23rd, 2025

Time: 6:00 p.m.

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Consider the environment ♦ Conserve resources ♦ Print only when necessary

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. September 9, 2025 Regular Meeting Minutes
 - b. Haywood Heros Special Event Permit
 - c. Holiday Night Market Special Event Permit
 - d. Budget Amendment for the Development Services
 - e. Budget Amendment for Sewer Plant Repairs and Improvements
 - f. Budget Amendment for Town Council Budget
 - g. Appointment of Tommy Rose to the Planning Board
 - h. Approval addition of Certified Arborist Certification to Appendix A of the Town of Waynesville Personnel Policy.
 - i. Social Media Archiving Contract

Motion: To approve the consent agenda as presented.

E. PRESENTATIONS

3. Presentation by Mackey McKay

- Mackey MacKay

Motion: *To accept the presentation for information.*

4. Waynesville Ballfield Rebuild Proposal – Council Summary

- Nick Lowe, McAdams

Motion: *That the Town Council renovation of the Rec Park Athletic Field for use as a softball field at an estimated cost of \$350,000. This renovation provides an estimated cost savings of approximately \$2.6 million compared to rebuilding at Dutch Fisher as a flood resistant athletic facility. Dutch Fisher Park will be renovated to use in the same footprint as before the flood.*

5. Presentation of Dog Park Design by Civil Design Concepts (CDC)

- Luke Kinsland

Motion: *To accept the presentation for information.*

F. PUBLIC HEARING

6. A public hearing to consider text amendments related to signage (LDS Chapters 4, 11, 17).

- Alex Mumby, Land Use Administrator

Motions:

1. *Motion to find the Draft Ordinance for a text amendment consistent (or inconsistent) with the 2035 Comprehensive Plan.*

2. *Motion approve/deny the adoption of the text amendment as presented (or as amended)*

G. NEW BUSINESS

7. Update Town of Waynesville Personnel Policy Article IV. Recruitment and Employment Section 2. Recruitment, Selection, and Appointment

- Page McCurry, Human Resources Director

Motions: *Approve the implementation of the new criminal history record check requirements as mandated by Session Law 2025-16, effective October 1, 2025. This motion includes the following actions:*

1. *Adoption of Policy Updates: To revise our personnel policies and procedures to require criminal history record checks for all applicants for positions that involve working with children, in compliance with G.S. 153A-94.2(b) and G.S. 160A-164.2(b).*

2. SBI Coordination: *To designate appropriate personnel to coordinate with the North Carolina State Bureau of Investigation (SBI) for the execution of fingerprint-based criminal record checks, ensuring compliance with G.S. 143B-1209.26.*

3. Training and Communication: *To provide necessary training to staff involved in the hiring process regarding the new requirements and to communicate these changes effectively within the organization.*

4. Review of Position Descriptions: *To review and assess current job descriptions to identify positions that require the criminal history record check based on responsibilities involving work with individuals under 18 years of age.*

5. Compliance Monitoring: *To establish a process for ongoing monitoring and compliance with these new requirements.*

8. Reassignment of Jan Grossman and Jessi Stone. Appointment of Jan Grossman as Regular Member and Jesse Stone as Alternate Member of the Zoning Board of Adjustment (ZBA).

- Olga Grooman, Assistant Development Services Director

Motion: *Reassignment of Jan Grossman as a Regular Member and Jessi Stone as an alternate member of the Zoning Board of Adjustment.*

9. SRF Loan/Grant application for Browning Branch and Little Champion Pump Station

- Rob Hites, Town Manager

Motion: *Approve McGill's proposal.*

H. COMMUNICATION FROM STAFF

10. Manager's Report

- Town Manager, Rob Hites

11. Town Attorney's Report

- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. ADJOURN



TOWN OF WAYNESVILLE

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

2025 CALENDAR

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

2025	
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 18	Town Council-Special Called Meeting
Tues. November 25	Town Council Meeting – CANCELLED
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 – September 2025

ABC Board	ABC Office – 52 Dayco Drive	September 16th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	September 2nd 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month-September 16th 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	September 16th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	September 4th 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	September 3rd 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	September 15th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	September 11th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	September 15th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	September 24th 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
September 9, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, September 9, 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 6:01 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, Deputy Manager
Candace Poolton, Town Clerk
Martha Bradley, Town Attorney
Ricky Bourne, Public Services Director
Fire Chief Chris Mehaffey
Assistant Fire Chief Cody Parton

The following members of the media were present:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Council meeting is September 23rd and RecJam is September 13th, and Chefs On Fire is the 18th.

B. PUBLIC COMMENT

There was no public comment.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to add "Environmental Sustainability Presentation" and "Consideration for Council Meeting Reschedule" to the agenda and to approve the agenda as amended. The motion passed unanimously.

D. CONSENT AGENDA

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2.
 - a. Motion to approve the August 26, 2025 Regular Meeting Minutes
 - b. Motion to approve the Budget Amendment for the Waynesville Police Department
 - c. Motion to approve the Budget Amendment for the Parks and Recreation Department
 - d. Motion to approve the Budget Amendment for the PW Water Treatment Plant
 - e. Motion to approve the Budget Amendment for the Fire Department

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

E. PROCLAMATION

3. Constitution Week
 - Mayor Gary Caldwell

Mayor Caldwell read the proclamation, proclaiming September 17th-23rd, as Constitution Week, with September 17th marking the two hundred thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention.

F. NEW BUSINESS

4. ArcGIS Pro Conversion Contract
 - Jesse Fowler, Deputy Town Manager

Deputy Town Manager Jesse Fowler reported that the Town currently utilizes Esri's ArcMap Version 10.8.2 in order to perform various mapping functions, but Esri intends to retire this ArcMap product early next year, at which point they will no longer provide updates, training assistance, or technical support for the program. He said their replacement for ArcMap is a far more modern GIS program called ArcGIS Pro. Mr. Fowler explained that ArcGIS Pro was first released as a replacement for ArcMap in 2015 and migration to this program will dramatically expand the logistical and operational capabilities of the Town, including but not limited to tree inventory and management, services management, mapping for sanitation routes, logging issues in the field (he used the example of recording the proper size of a water pipe), parks grounds management, real time work orders, and much more. He said the new licensing would not include emergency management. He said each employee would have a "sign on" instead of their own license. Mr. Fowler said the new license would be much more expensive (~\$6,000 for the first year and \$20,000 the next two years) but would have many more functions that staff need and the cost would be split between each fund. He added that the public would be able to access maps that staff have created but would not have editing powers.

Councilmember Sutton asked if there was a conversion cost and if there would be a significant learning curve for staff. Mr. Fowler answered that there is no conversion cost, and there will be some staff training involved, but the new system is much more user friendly. Councilmember Sutton added that he appreciates the named licensing because that means that inputs can now be audited. He used the example that if an employee responds to a work order, it would show who did it based on who was signed in. Councilmember Feichter asked if this can be used to manage the cemetery. Mr. Fowler responded that the town has software to manage the cemetery deeds, but this program could be used to better map the plots.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to approve Esri's proposed "Small Local Government Cloud-Based Enterprise Agreement" for at least three years, and five years if staff can negotiate it. The motion passed unanimously.

5. Presentation: Environmental Sustainability Webpage

- Kipp Sutton, ESB Member

Environmental Sustainability Board (ESB) Member Kipp Sutton introduced himself and presented the new web page on the Town's website, "Sustainability". He highlighted the interactive map that shows greenway trails, EV Charger location, bike routes, and more, resources for residents on how to save money with utilities, plant native gardens, and much more. He said the web page was paid for by a grant the ESB received.

6. Consideration for Council Meeting Reschedule

- Councilmember Chuck Dickson

Councilmember Dickson said there is one meeting in November the week of Thanksgiving because the other meeting was cancelled due to it falling on Veteran's Day. He proposed cancelling the November 25th meeting and to have a special called meeting on November 18th to avoid absences due to the holiday.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to cancel the November 25th meeting to have a special called meeting on November 18th. The motion passed unanimously.

G. COMMUNICATION FROM STAFF

6. Manager's Report

- Town Manager, Rob Hites

Town Manager Hites presented an article written in the Raleigh News and Observer that featured the problems that Haywood County, and all of NC, is dealing with receiving funds from FEMA. He said that the \$380,000 reimbursement request submitted to FEMA for the Depot Bridge was denied because they claimed it was a part of a street system that he's unfamiliar with called USA Highway. Mr. Hites said that FEMA said the town needed to apply to the Federal Highway Administration. He explained that staff resubmitted, and the FHA denied them because the new bridge didn't meet their constructions specifications, even though it met FEMA's. Mr. Hites commented that the local FEMA staff have been great, but the issue seems to be in D.C. Mr. Hites said he is sending a formal letter to Congressman Edwards explaining the situation.

7. Town Attorney's Report
- Town Attorney, Martha Bradley

Nothing to report.

H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Freeman reminded Council of the Annual Sarges Dog Walk on Saturday, September 13th. Mayor Caldwell said he attended Art After Dark and that Main Street is incredible and has amazing small businesses.

I. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to adjourn at 6:51pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk



Application for Special Events Permit

I. General Information

EVENT NAME:	Axe & Awl Leatherworks Presents A concert series benefit for Haywood County School Teacher		
EVENT DATE(S):	November 15, 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	Axe & Awl Leatherworks, 41 Depot St. Waynesville, Nc 28786		
IF THIS EVENT IS A PARADE OR ROAD RACE	NA		
SET-UP TIME (START/END):	1:00 pm-3:00pm		
EVENT HOURS:	3pm-8pm		
DISMANTLE HOURS (START/END):	8pm-9:30pm		
ESTIMATED ATTENDANCE:	1000		
BASIS ON WHICH THIS ESTIMATE IS MADE:	Last years inaugural event turned out a great crowd!		
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:	Axe & Awl Leatherworks					
ARE YOU A NON PROFIT CORPORATION?	No	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Axe & Awl Leatherworks			TITLE:		
ADDRESS:	41 Depot St	CITY : Waynesville		STATE: NC	ZIP 28786	
PHONE:	828-2460 996	FAX#:		EMAIL:	events@axeandawl.com	
ON-SITE CONTACT:	Ashley Tetrault			TITLE: Event Coordinator		
ADDRESS:						
PHONE #:		CELL PHONE #:	828-243-1481	EMAIL:	ashley@axeandawlleatherworks.com	

III. Brief Description of Event

Last year we started, what we hope will become, a yearly benefit event as a way to support different members of our community. In collaboration with local musicians, food vendors and sponsors, we hope to raise funds this year for Haywood County School Teachers while offering an event that our community will enjoy.

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. Depot street from Montgomery to Main 1:00pm-9:30pm

2.

3.

V. Event Details

YES NO

Does the event involve the sale or use of alcoholic beverages? Yes

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

Does the event involve the sale of food? Yes

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

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

Number of Stages: 1 Number of Band(s): 1 or 2 Amplification? Yes

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

Do you plan to use an existing occupied building? Address 41 Depot Street

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: Yes

Approx. Number of Tents: 1 Will any tent exceed 400 sq. feet in area? NO YES

Does the event involve the use of pyrotechnics? Explain No

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

Yes, 1 in the UCB parking lot

Will you require electrical hookup for the event? Generators? N

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

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

N

Will fees be charged to vendors to participate in this event? If "YES", please provide the amount(s). No

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. NO

VI. Additional Questions

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

Street parking, parking garage

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?

Mobile receptacles

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

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

Return to:

Beth Gilmore, Downtown Waynesville Director &

Jesse Fowler, Assistant Town Manager

Town of Waynesville

9 S. Main Street, P.O. Box 100, Waynesville, NC 28786

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:



Application for Special Events Permit

I. General Information

EVENT NAME:	Axe & Awl Leatherworks Presents Holiday Night Market
EVENT DATE(S):	December 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	Axe & Awl Leatherworks, 41 Depot St. Waynesville, Nc 28786
IF THIS EVENT IS A PARADE OR ROAD RACE	NA
SET-UP TIME (START/END):	3:30pm-5:30pm
EVENT HOURS:	6pm-9pm
DISMANTLE HOURS (START/END):	9pm-10pm
ESTIMATED ATTENDANCE:	800
BASIS ON WHICH THIS ESTIMATE IS MADE:	Taking count at the door in previous years plus Smokey Mountain Holiday Event Goers
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:	Axe & Awl Leatherworks					
ARE YOU A NON PROFIT CORPORATION?	No	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Axe & Awl Leatherworks			TITLE:		
ADDRESS:	41 Depot St	CITY : Waynesville		STATE: NC	ZIP 28786	
	828-2460			events@axeandwl.com		
PHONE:	996	FAX#:		EMAIL:		
ON-SITE CONTACT:	Ashley Tetrault			TITLE: Event Coordinator		
ADDRESS:						
PHONE #:		CELL PHONE #:	828-243-1481	EMAIL:	ashley@axeandawlleatherworks.com	

III. Brief Description of Event

The Holiday Night Market is an annual event hosted by Axe & Awl Leatherworks that brings together local makers, live music and delicious foods for a unique shopping experience for our community & visitors around the state. In the years past it has been hosted exclusively inside of Axe & Awl, however with increased interest and attendance it makes sense to expand out onto the street to offer more opportunities for the community to shop with local makers for the holiday season. This event coincides with Waynesvilles' Smokey Mountain Christmas event on Main Street.

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. Depot street from Montgomery to Main 4:30pm-11pm

2.

3.

V. Event Details

YES NO

Does the event involve the sale or **use of alcoholic beverages**? **Yes**

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**? _____ Potentially, food truck _____

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: Yes

Number of Stages: _____ Number of Band(s): 1 Amplification? _____ On property jazz band _____

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 _____ 41 Depot Street _____

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: Yes

Approx. Number of Tents: 16 Will any tent exceed 400 sq. feet in area? **NO** YES

Does the event involve the use of **pyrotechnics**? Explain
No _____

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

Yes, 1, in the bank parking lot behind 41 Depot. (UCB)

Will you require **electrical hookup** for the event? Generators? N

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

N

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

Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). Yes, \$40

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

Will **inflatable parade balloons** be used for the event? Provide details if necessary. NO

VI. Additional Questions

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

Street parking, parking garage

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?

Mobile receptacles

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

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

Return to:

Beth Gilmore, Downtown Waynesville Director &

Jesse Fowler, Assistant Town Manager

Town of Waynesville

9 S. Main Street, P.O. Box 100, Waynesville, NC 28786

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**Email Address: bethgilmore@waynesvillenc.gov
jfowler@waynesvillenc.gov**

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- * 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:

**THE
CINNATI INSURANCE COMPANIES**

☒ THE CINNATI INSURANCE COMPANY ☐ THE CINNATI INDEMNITY COMPANY
☐ THE CINNATI CASUALTY COMPANY

Named Insured: AXE & AWL INC

Policy Number: EPP 065 83 82

Policy Period: 06-24-2022 to 06-24-2025

Effective Date of Change: 05-24-2023

Endorsement Number: 2

Agency Name: THE L.N. DAVIS COMPANY 32-057
WAYNESVILLE, NC

Explanation of Billing

A change was recently made to your policy with The Cincinnati Insurance Companies. Attached to this summary is the endorsement that amends your policy.

The additional premium for this endorsement is \$ 38

This premium is for the time period of 05-24-2023 to 06-24-2023. You will receive a statement based on the payment option you have selected.

Please contact your agency if you have any questions concerning your policy or statement:

THE L.N. DAVIS COMPANY
143 N MAIN ST
WAYNESVILLE, NC 28786-3809

828-452-2876

This is not a bill. No payment is necessary at this time.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

GENERAL CHANGE ENDORSEMENT

Attached to and forming part of:

Auto / Garage
Policy Number

All Other
Policy Number **EPP 065 83 82**

Effective Date
of Endorsement **05-24-2023**

Issued to **AXE & AWL INC**

Agent **THE L.N. DAVIS COMPANY 32-057**
WAYNESVILLE, NC

Endorsement # **2**

PREMIUM INFORMATION

Additional Premium Due at Endorsement Effective Date REFER TO IA4319

Subsequent Annual Installments Increased by \$ _____

Revised Annual Installment Payment(s) \$ _____

It is agreed that the policy is amended as indicated by ☒

☐ **Policy Installment Premium Amended to:**

☐ Annual

☐ Semi-Annual

☐ Quarterly

☐ **Named Insured**

☐ **Mailing Address**

☒ **Form(s) Added**

IL0021 04/98

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)

GA539 07/08

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

CG0033 04/13

LIQUOR LIABILITY COVERAGE FORM

CG0305 01/96

DEDUCTIBLE LIABILITY INSURANCE

GA4534 09/20

LIQUOR LIABILITY AMENDATORY ENDORSEMENT

☐ **Form(s) Deleted**

All Other Reason for Change

ADDING GA539 ATTACHED

Auto / Garage Reason for Change

COINSURANCE CONTRACT

The rate charged in this policy is based upon use of a coinsurance clause attached hereto, with the consent of the insured.

IA-461 (6/10)

05-31-2023 13:46

IA 4329 12 09

Page 1 of 1

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (Broad Form)

This endorsement modifies insurance provided under the following;

**BUSINESSOWNERS POLICY
COMMERCIAL AUTO COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
EMPLOYMENT RELATED PRACTICES LIABILITY COVERAGE PART
FARM COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
SPECIAL PROTECTIVE AND HIGHWAY LIABILITY POLICY NEW YORK DEPARTMENT OF
TRANSPORTATION
UNDERGROUND STORAGE TANK POLICY**

1. The insurance does not apply:
 - A. Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
 - B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
 - C. Under any Liability Coverage, to "bodily injury" or "property damage" resulting from the "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or
 - (3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.
2. As used in this endorsement:

"Hazardous properties" include radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "Special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";

- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 065 83 82

Named Insured is the same as it appears in the Common Policy Declarations

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

LIMITS OF INSURANCE

Each Common Cause Limit \$ 1,000,000

Aggregate Limit \$ 2,000,000

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM	
PACKAGE STORES AND OTHER RETAIL ESTABLISHMENTS	59231	8,000	1.417	450	MP
TOTAL PREMIUM				\$ 450	

FORMS AND / OR ENDORSEMENTS APPLICABLE TO LIQUOR LIABILITY COVERAGE PART:

CG0033	04/13	LIQUOR LIABILITY COVERAGE FORM
CG0305	01/96	DEDUCTIBLE LIABILITY INSURANCE
GA4534	09/20	LIQUOR LIABILITY AMENDATORY ENDORSEMENT

LIQUOR LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V - Definitions.

SECTION I - LIQUOR LIABILITY COVERAGE

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "injury" to which this insurance applies if liability for such "injury" is imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "injury" to which this insurance does not apply. We may, at our discretion, investigate any "injury" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III - Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments.

- b. This insurance applies to "injury" only if:

- (1) The "injury" occurs during the policy period in the "coverage territory"; and
- (2) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no

"employee" authorized by you to give or receive notice of an "injury" or claim, knew that the "injury" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "injury" occurred, then any continuation, change or resumption of such "injury" during or after the policy period will be deemed to have been known prior to the policy period.

- c. "Injury" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim, includes any continuation, change or resumption of that "injury" after the end of the policy period.
- d. "Injury" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II - Who Is An Insured or any "employee" authorized by you to give or receive notice of an "injury" or claim:
- (1) Reports all, or any part, of the "injury" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "injury"; or
 - (3) Becomes aware by any other means that "injury" has occurred or has begun to occur.

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Injury" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

c. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the "injury".

d. Liquor License Not In Effect

"Injury" arising out of any alcoholic beverage sold, served or furnished while any required license is not in effect.

e. Your Product

"Injury" arising out of "your product". This exclusion does not apply to "injury" for which the insured or the insured's indemnitees may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

f. Other Insurance

Any "injury" with respect to which other insurance is afforded, or would be afforded but for the exhaustion of the limits of insurance.

This exclusion does not apply if the other insurance responds to liability for "injury" imposed on the insured by reason of the selling, serving or furnishing of any alcoholic beverage.

g. War

"Injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;

- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

SUPPLEMENTARY PAYMENTS

We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

1. All expenses we incur.
2. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
3. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
4. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
5. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.
6. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.
7. Expenses incurred by the insured for first aid administered to others at the time of an event to which this insurance applies.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.

- c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
2. Each of the following is also an insured:
- a. Your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" is an insured for:
 - (1) "Injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), or to a co-"employee" while that co-"employee" is either in the course of his or her employment or performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" as a consequence of Paragraph (a) above; or
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (a) or (b) above.
 - (2) "Property damage" to property:
 - (a) Owned or occupied by; or
 - (b) Rented or loaned;

to that "employee", any of your other "employees", by any of your partners or members (if you are a partnership or joint venture), or by any of your members (if you are a limited liability company).
 - b. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - c. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - b. Coverage does not apply to "injury" that occurred before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.
- ### SECTION III - LIMITS OF INSURANCE
- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 2. The Aggregate Limit is the most we will pay for all "injury" as the result of the selling, serving or furnishing of alcoholic beverages.
 - 3. Subject to the Aggregate Limit, the Each Common Cause Limit is the most we will pay for all "injury" sustained by one or more persons or organizations as the result of the selling, serving or furnishing of any alcoholic beverage to any one person.
- The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period

shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - LIQUOR LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Injury, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "injury" which may result in a claim. To the extent possible, notice should include:

- (1) How, when and where the "injury" took place;
- (2) The names and addresses of any injured persons and witnesses; and
- (3) The nature and location of any "injury".

- b. If a claim is made or "suit" is brought against any insured, you must:

- (1) Immediately record the specifics of the claim or "suit" and the date received; and
- (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- c. You and any other involved insured must:

- (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
- (2) Authorize us to obtain records and other information;
- (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
- (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of "injury" to which this insurance may also apply.

- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary. Our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **b.** below.

b. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown

as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V - DEFINITIONS

- 1. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 2. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;

- b. International waters or airspace, but only if the "injury" occurs in the course of travel or transportation between any places included in Paragraph **a.** above; or

- c. All other parts of the world if the "injury" arises out of:

- (1) Goods or products made or sold by you in the territory described in Paragraph **a.** above; or
- (2) The activities of a person whose home is in the territory described in Paragraph **a.** above, but is away for a short time on your business;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph **a.** above or in a settlement we agree to.

- 3. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 4. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- 5. "Injury" means damages because of "bodily injury" and "property damage", including damages for care, loss of services or loss of support.
- 6. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- 7. "Property damage" means:
 - a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the occurrence that caused it.
- 8. "Suit" means a civil proceeding in which damages because of "injury" to which this insurance applies are alleged. "Suit" includes:
 - a. An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - b. Any other alternative dispute resolution proceeding in which such damages are

claimed and to which the insured submits with our consent.

9. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

10. "Your product":

a. Means:

(1) Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:

(a) You;

(b) Others trading under your name; or

(c) A person or organization whose business or assets you have acquired; and

(2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

(1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and

(2) The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

SCHEDULE

Location

Coverage

Amount and Basis of Deductible

PER CLAIM or PER COMMON CAUSE

Liquor Liability

\$ 1,000 \$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for "injury", however caused):

A. Our obligation under the Liquor Liability Coverage to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Schedule above.

B. You may select a deductible amount on either a per claim or a per common cause basis. Your selected deductible applies to the Liquor Liability Coverage and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:

1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies under Liquor Liability Coverage, to all "injuries" sustained by any one person or organization.

2. PER COMMON CAUSE BASIS. If the deductible amount indicated in the Schedule above is on a per common cause basis, that deductible amount applies under Liquor Liability Coverage to

all damages because of "injury" as the result of the selling, serving or furnishing of any alcoholic beverage to any one person, regardless of the number of persons or organizations who sustain damages.

C. The terms of this insurance, including those with respect to:

- 1.** Our right and duty to defend the insured against any "suit" seeking those damages; and
- 2.** Your duties in the event of an "injury", claim or "suit"

apply irrespective of the application of the deductible amount.

D. We may pay any part or all of the deductible amount to effect settlement of any claims or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

LIQUOR LIABILITY AMENDATORY ENDORSEMENT

This endorsement modifies insurance provided under the following:

LIQUOR LIABILITY COVERAGE PART

A. Expected Or Intended Injury

If the Expected Or Intended Injury exclusion is not otherwise modified by any endorsement to this Coverage Part, Exclusion **2.a. Expected Or Intended Injury** under **Section I - Liquor Liability Coverage** is replaced by the following:

a. Expected Or Intended Injury

"Injury" which may reasonably be expected to result from the intentional or criminal acts of the insured or which is in fact expected or intended by the insured, even if the "injury" is of a different degree or type than actually expected or intended. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

B. The following are added to **Section IV - Liquor Liability Conditions:**

1. Liberalization

If, within 60 days prior to the beginning of this Coverage Part or during the policy period, we make any changes to any forms or endorsements of this Coverage Part for which there is currently no separate premium charge, and that change provides more coverage than this Coverage Part, the change will automatically apply to this Coverage Part as of the latter of:

- a.** The date we implemented the change in your state; or
- b.** The date this Coverage Part became effective; and

will be considered as included until the end of the current policy period. We will make no additional premium charge for this additional coverage during the interim.

2. Two Or More Coverage Forms Or Policies Issued By Us

If this Coverage Part and any other Coverage Form, Coverage Part or policy issued to you by us or any company affiliated with us apply to the same "injury", the aggregate maximum limit of insurance under all the

Coverage Forms, Coverage Parts or policies shall not exceed the highest applicable limit of insurance under any one Coverage Form, Coverage Part or policy. This condition does not apply to any Coverage Form, Coverage Part or policy issued by us or an affiliated company specifically to apply as excess insurance over this Coverage Part.

C. Coverage Term Amendment

1. Adding the following definition under **Section V - Definitions:**

"Coverage term" means the following individual increment, or if a multi-year policy period, increments, of time, which comprise the policy period of this Coverage Part:

- a.** The year commencing on the Effective Date of this Coverage Part at 12:01 AM standard time at your mailing address shown in the Declarations, and if a multi-year policy period, each consecutive annual period thereafter, or portion thereof if any period is for a period of less than 12 months, constitute individual "coverage terms". The last "coverage term" ends at 12:00 AM standard time at your mailing address shown in the Declarations on the earlier of:

- (1)** The day the policy period shown in the Declarations ends; or
- (2)** The day the policy to which this Coverage Part is attached is terminated or cancelled.

- b.** However, if after the issuance of this Coverage Part, any "coverage term" is extended for an additional period of less than 12 months, that additional period of time will be deemed to be part of the last preceding "coverage term".

2. The last paragraph of **Section III - Limits Of Insurance is replaced by the following:**

The Limits of Insurance of this Coverage Part apply separately to each "coverage term".

D. Leased Worker Definition

The definition of "Leased worker" under **Section V - Definitions** is replaced by the following:

"Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your

business. "Leased worker" includes supervisors furnished to you by the labor leasing firm. "Leased worker" does not include a "temporary worker".

E. Suit Definition

The definition of "Suit" under **Section V - Definitions** is amended by the adding the following:

- c.** An appeal of a civil proceeding.

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 09 23 2025**

SUBJECT: Budget Amendment for the Development Services

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Elizabeth Teague
Presenter: **Elizabeth Teague**

BRIEF SUMMARY: The Development Services Department was awarded a \$6,000 Certified Local Government (CLG) grant from the State Historic Preservation Offices (SHPO) to conduct a study on the Town's Municipal Building. This grant also included a \$4,000 local match, which was budgeted and approved by the Council in April of 2025.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Grant Funds, Development Services/Professional Services budget



Ian Barrett, Finance Director

09.16.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-26-25

Amendment No. 8 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	\$6,000
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Decrease the following revenues:

Development Services/Professional Services	\$4,000
--	---------

Increase the following appropriations:

Development Services Grant	\$10,000
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Adopted this 23rd day of September 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025**

SUBJECT Budget Amendment for Sewer Plant Repairs and Improvements

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department:

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY The attached budget amendment for \$500,000 will be drawn from the General Fund Balance as an advance to/ advance from. The amendment involves one non-Helene related damage project and two improvement projects that we initially believed would be funded under the SRF Loan but were rejected for funding by DEQ. The first project of \$138,963 is repair to the electric components damaged by the flooding of the disk filter pit. The cut off floats were improperly set by our staff and did not shut off the pumps before the filters were placed in service. The second and third items involve the conversion of the anaerobic to an aerobic digester. This project involves the fabrication of a new cover and walkway above the digester and the installation of a large mechanical mixer. The third project is the construction of a potable water source to backwash the disk filters when the filter media needs cleaning. This involves the installation of a water tap to our potable water line, extension of the water line to a pressure pump that will serve the disk filters.

MOTION FOR CONSIDERATION: Approve the budget amendment

FUNDING SOURCE/IMPACT: General Fund/_Sewer Fund

ATTACHMENTS: Budget Amendment

MANAGER'S COMMENTS: See Above



Ian Barrett, Finance Director

09.16.25

Date

Ordinance No. O-28-25

Amendment No. 9 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:

Decrease the following revenues:

General Fund Balance- Loan to Sewer Fund	\$500,000
--	-----------

Increase the following expenditures:

Capital outlay- Treatment Plant	\$500,000
---------------------------------	-----------

Adopted this 23rd day of September 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 MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 09 23 2025**

SUBJECT: Budget Amendment for Town Budget

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Finance
Contact: Ian Barrett
Presenter: Ian Barrett

BRIEF SUMMARY: While preparing for field work with our auditors, the finance director discovered a few departments were over expensed for FY25. The exemplary collections rates on revenues are ample to offset most of these. There is minimal fund balance in use. The fund balance was approved with the FY25 budget and is simply on here to show the balancing transactions.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: Ad Valorem taxes, general fund.



Ian Barrett, Finance Director

09.17.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-29-25

Amendment No. 17 to the 2024-2025 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville, wishes to amend the 2024-2025 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2024-2025 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Ad Valorem Taxes	\$16,858.02
------------------	-------------

Total	\$16,858.02
-------	-------------

Increase the following appropriations:

Town Council	\$16,858.02
--------------	-------------

Total	\$16,858.02
-------	-------------

Water Fund

Increase the following revenues:

Water Charges	\$240,245.66
---------------	--------------

Fund Balance	\$83,479.15
--------------	-------------

Total	\$323,724.81
-------	--------------

Increase the following appropriations

Water maintenance	\$323,724.81
-------------------	--------------

Total	\$323,724.81
-------	--------------

Sewer Fund

Increase the following revenues:

Sewer Charges	\$145,080.83
---------------	--------------

Capacity Fee	\$19,903.04
--------------	-------------

Total	\$164,983.87
-------	--------------

Increase the following appropriations

Sewer maintenance	\$164,983.87
-------------------	--------------

Total	\$164,983.87
-------	--------------

Adopted this 23rd day of September 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025**

SUBJECT Appointment of Tommy Rose to the Planning Board

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Admin

Contact: Jesse Fowler

Presenter: Jesse Fowler

BRIEF SUMMARY The Planning Board has two vacancies, one County appointment, and one town appointment. Several candidates were interviewed by Councilmember Jon Feichter and he would like to recommend Tommy Rose to fill the Town vacancy.

MOTION FOR CONSIDERATION: Appoint Tommy Rose to the Planning Board.

FUNDING SOURCE/IMPACT: None

ATTACHMENTS: None:

MANAGER'S COMMENTS: None

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 09/23/2025**

SUBJECT: Approval addition of Certified Arborist Certification to Appendix A of the Town of Waynesville Personnel Policy.

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Human Resources/Administration
Contact: Page McCurry
Presenter: Page McCurry

BRIEF SUMMARY: Manager Hites has asked Dr. Skelton, our Horticulture Specialist, to pursue the Certified Arborist Certification through the International Society of Arboriculture.

MOTION FOR CONSIDERATION: Approve the addition of Certified Arborist Certification to Appendix A of the Town of Waynesville Personnel Policy.

FUNDING SOURCE/IMPACT: General Fund/Salary 5% Salary Increase upon Completion of Certification.



Ian Barrett, Finance Director

9.17.2025

Date

ATTACHMENTS:

1. Appendix A

MANAGER'S COMMENTS:

APPENDIX A. LIST OF CERTIFICATION OPPORTUNITIES BY DEPARTMENT

Public Works

Division	Job/Class Title	Certification	Certifying Agency	Description-1
Electrical Distribution	Groundsman	Basic Lineworker School	Electricities	Basic Lineworker School
Electrical Distribution	Electric Line Technician- 1	Powerline Technician I	Electricities	Overhead Career Development
Electrical Distribution	Electric Line Technician- 2	Powerline Technician II & Traffic Signal Fundamentals	Electricities	Traffic Signals
Electrical Distribution	Electric Line Technician- 3	Powerline Technician III & Traffic Signal Inspections	Electricities	Traffic Signals
Electrical Distribution	Electric Line Technician- 3	Journeyman (Level IV)	Electricities	Overhead Career Development
Electrical Distribution	Assistant Electric Supervisor	Journeyman Card (4-levels)	Electricities	Electricities Apprentice Lineworker
Electrical Distribution	Electrical Superintendent	Substation Tech. (4-Levels)	Electricities	Sub Station Career Development
Fleet Maintenance	Fleet Technician	Automotive Systems Technology – Basic	HCC	Automotive Systems Technology – Basic
Fleet Maintenance	Equipment Mechanic	Mobile Equipment & Repair certificate	HCC	Automotive Systems Technology
Fleet Maintenance	Fleet Supervisor	Certified Public Fleet Professional	APWA	CPFP
Water Treatment	Treatment Plant Operator	Water Treatment Facility Operator-Grade C (Surface)	NCWTFOCB	NC Rural Water Association
Water Treatment	Advanced Treatment Plant Operator	Water Treatment Facility Operator-Grade B (Surface)	NCWTFOCB	NC Rural Water Association
Water Treatment	Senior Plant Operator	Water Treatment Facility Operator-Grade A & Physical Chemical-Grade I	NCWTFOCB	NC Rural Water Association
Water Treatment	Treatment Plant Superintendent	Water Treatment Facility ORC-Grade A & Physical Chemical-Grade I	NCWTFOCB	NC Rural Water Association
Water Distribution	Maintenance Technician	Water Distribution Operator-Grade D	NCWTFOCB	NC Rural Water Association
Water Distribution	Maintenance Technician	Water Distribution Operator-Grade C	NCWTFOCB	NC Rural Water Association
Water Distribution	Utility Maintenance Specialist	Water Distribution Operator-Grade C	NCWTFOCB	NC Rural Water Association

Water Distribution	Equipment Operator	Water Distribution Operator-Grade B	NCWTFOCB	NC Rural Water Association
Water Distribution	Water Maintenance Crew Leader	Water Distribution Operator-Grade A	NCWTFOCB	NC Rural Water Association
Water Distribution	Pump Maintenance Mechanic	Cross Connection/Backflow & Grade A	NCWTFOCB	NC Rural Water Association
Water Distribution	Water Distribution Superintendent	Water Distribution ORC-Grade A & Cross Connection	NCWTFOCB	NC Rural Water Association
Wastewater Treatment	Pump Maintenance Mechanic	Gorman & Rupp/Instrumentation/SCADA	WPCSOCC	
Wastewater Treatment	Senior Pump Mechanic	Gorman & Rupp/Instrumentation/SCADA	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade I	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade II	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade III	WPCSOCC	
Wastewater Treatment	Treatment Plant Operator	Biological Wastewater Operator-Grade IV	WPCSOCC	
Wastewater Treatment	Chief Treatment Plant Operator	Biological Wastewater ORC-Grade IV	WPCSOCC	
Wastewater Treatment	Treatment Plant Superintendent	Biological Wastewater ORC-Grade IV	WPCSOCC	
Wastewater Collections	Maintenance Technician	Wastewater Collection System Operator-Grade-I	WPCSOCC	
Wastewater Collections	Utility Maintenance Specialist	Wastewater Collection System Operator-Grade-II	WPCSOCC	
Wastewater Collections	Equipment Operator	Wastewater Collection System Operator-Grade-III	WPCSOCC	
Wastewater Collections	Water Maintenance Crew Leader	Wastewater Collection System Operator-Grade-IV	WPCSOCC	
Wastewater Collections	Water Distribution Superintendent	Wastewater Collection System ORC-Grade-IV	WPCSOCC	
Water/Wastewater	Utility Locator	TBD		
Asset Services	Cemetery Crew Leader	Public Pesticides Operator	NCDA&CS	
Asset Services	Horticultural Specialist	Certified Arborist Certification	ISA TRAQ	International Society of Arboriculture
Asset Services	Horticultural Specialist	Public Pesticides Operator	NCDA&CS	
Asset Services	Public Facilities Maintenance Technician	Facilities & Grounds Management Certificate	APWA	

Asset Services	Public Facilities Manager (Future)	Facilities & Grounds Management Certificate	APWA	Facilities and Grounds Management
Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	Winter Weather Operator
Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	Winter Weather Operator
Streets	Streets&Sanitation Crew Leader	Winter Maintenance Operator	APWA	Winter Weather Operator
Solid Waste	Solid Waste Supervisor-New	Compost Facility Operator-Small/Large Type 1	NCDEQ	Compost, Research and Education
Stormwater	Crew Leader-New	Stormwater Inspector & Maintenance Certification	NSCU	Storm Water Certification
Stormwater	Equipment Operator-New	Stormwater Inspector & Maintenance Certification	NCSU	Storm Water Certification
Streets	Streets & Sanitation Superintendent	Master Road Scholar & Winter Maintenance Supervisor& Managing MSW Collection Systems	NCSU LTAP & APWA	NSCU Road Scholar
Admin	Deputy Director	Public Works Manager	UGA CVIOG/A PWA	CPWM UGA CVIOG
Admin	Assistant Director	Public Works Manager	UGA CVIOG/A PWA	CPWM UGA CVIOG
All Supervisors	All Supervisors	Public Works Supervisor	UW-Madison LTAP	Public Works Supervisor Academy

Finance and Purchasing

Local Government Finance Officer

Associate's Degree (relevant)

Bachelor's Degree (relevant)

Master's Degree (relevant)

CLGPO

NC Tax Collectors Association – Collector

CLPGO – Budget

Parks & Recreation

National Level Certifications:

Certified Parks & Recreation Professional – CPRP

Certified Playground Safety Inspector – CPSI

Certified Parks & Recreation Executive – CPRE

Aquatic Facility Operator – AFO

Degrees of Higher Education:

Associate's Degree (relevant)

Bachelors Degree (relevant)

Master's Degree (relevant)

Development Services

Planning

Certified Zoning Official

Certified Floodplain Manager

AICP Certification

Stormwater Control Measure Inspection and Maintenance Certification

OSHA Certification Part I

OSHA Certification Part II

ICS – Incident Command

Building Inspections

Building Level I

Building Level II

Building Level III

Electrical Level I

Electrical Level II

Electrical Level III

Mechanical Level I

Mechanical Level II

Mechanical Level III

Plumbing Level I

Plumbing Level II

Plumbing Level III

Fire Level I

Fire Level II

Fire Level III

General Contractor License

Electrical Contractor License

Plumbing Contractor License

Mechanical Contractor License

Fuel Gas Piping License

Administration

Municipal Clerks Certification

Master Municipal Clerks Certification

Associate's Degree (relevant)

Bachelors Degree (relevant)

Master's Degree (relevant)

Public Information Officer Certification

Main Street Vitalization Professional

Human Resources

Associate's Degree (relevant)

Bachelors Degree (relevant)

Master's Degree (relevant)

Society for Human Resource Management CP and/or SCP

Public Sector HR Association CP and/or SCP

PHR

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025**

SUBJECT Social Media Archiving Contract

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Admin

Contact: Candace Poolton

Presenter: Candace Poolton

BRIEF SUMMARY Pursuant of NCGS § 132-1, government websites and social media activity are considered public record and must be archived to facilitate public record requests. The Town previously contracted with CivicPlus Social Media Archiving. The Town was sent an invoice from CivicPlus for this service in the amount of \$4,397.40. Before payment, the clerk did some research on archiving services and found a much more affordable service, Sharp Archive. After doing a 30-day trial, the service seems to be a perfect fit to archive all social media accounts, including Police, Fire, Town, Recreation, Development Services, and the website. The contract is good for 12 months in the amount of \$1,191.24. CivicPlus agreed to refund the \$4,397.40 since the service wasn't being utilized, and the clerk was able to download all the records that CivicPlus had archived. Given the user friendliness of the new program, as well as the much cheaper cost, staff are asking Council to approve the Sharp Archive contract.

MOTION FOR CONSIDERATION: Motion to approve the one-year contract for social media archiving through Sharp Archive in the amount of \$1,191.24.

FUNDING SOURCE/IMPACT: None

ATTACHMENTS: None:

MANAGER'S COMMENTS: None



Invoice

Updated Remittance Address:
(FOR PAYMENTS ONLY)
CivicPlus LLC
PO Box 737311
Dallas TX 75373-7311

#335927

7/1/2025

Bill To

Jesse Fowler
Town of Waynesville, NC
16 South Main Street
Waynesville NC 28785

TOTAL DUE

\$0.00

Due Date: 7/31/2025

Terms		Customer	Approving Authority	
Net 30		Town of Waynesville, NC		
Qty	Item	Start Date	End Date	
1	Social Media Archiving Economy	7/1/2025	6/30/2026	
			Total	\$4,397.40
			Due	\$0.00

To pay your invoice with a credit card [Click Here](#).

Please submit payment via ACH using the details below. Please send notification of ACH transmission via email to remittance@civicplus.com. That address is not monitored for other inquiries or notifications. For any other invoice questions or information, please contact us at accounting@civicplus.com.

Bank Name	Account Name	Account Number	Routing Number
JPMorgan Chase	CivicPlus LLC	910320636	021000021



INVOICE

Town of Waynesville
Candace Poolton
16 S Main St
Waynesville, NC 28786, US

SA-IN-603-1756150057

Issued Date September 22, 2025

Due Date October 02, 2025

[Pay Now](#)

Summary

Costs Billed in Advance \$1,191.24
Total **\$1,191.24**

Detail

COSTS BILLED IN ADVANCE

Period: September 22, 2025 – September 21, 2026

Discount: 5 %

Archiving Costs					
Item	Number	Included With Plan	Price Per Item	Amount	After Discount
Monthly Platform Cost				\$65.55	\$62.27
Social Media	6	3	\$6.65	\$19.95	\$18.95
Email	0	0	\$4.75	\$0.00	\$0.00
Website	1	0	\$19.00	\$19.00	\$18.05
Monthly Price:				\$104.50	\$99.27

Total Costs Billed in Advance \$1,191.24 (\$99.27 x 12 months)

If mailing a check, please send to:

Sharp Archive
2045 W Grand Ave Ste B
PMB 38601
Chicago, Illinois 60612-1577, US

Business Address:

Sharp Archive
6494 S Quebec St
Centennial, CO 80111, US

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025

SUBJECT Presentation by Mackey McKay

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department:

Contact: Mackey McKay

Presenter: Mackey McKay

BRIEF SUMMARY Mr. McKay requests to speak on the subject of restoring Dutch Fisher ballfield to an active athletic venue.

MOTION FOR CONSIDERATION: Receive the presentation

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: None

MANAGER'S COMMENTS: Mr. McKay requests that the Town continue to use Dutch Fisher field as an active athletic venue. The cost of constructing a storm resilient field on the site is very high due to its location between two active streams. Should the Council wish to return the field to its pre-flood status with a backstop and fencing, it could be done fairly easily. The staff has no objection to this alternative. The field would be reconstructed under the assumption that it will flood again. However, adding an additional ballfield on a much more flood resilient site would provide the Town with an additional field. The new field would be located conveniently to other Rec. Park facilities. It would save considerable cost by utilizing existing restrooms and parking lots. . It would be a great compliment to Dutch Fisher and Vance Park and be relatively inexpensive to renovate. Due to its higher elevation, the field would be eligible for FEMA reimbursement.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025**

SUBJECT: Waynesville Ballfield Rebuild Proposal – Council Summary

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Nick Lowe - McAdams

BRIEF SUMMARY:

- **Dutch Fisher Field (original site):**
 - Estimated total cost: **\$3,156,115**
 - Includes restroom, parking, stream restoration, greenway connection, and full ballfield renovations.
 - High costs and FEMA repayment risks make this option financially challenging.
- **Vance Street Field (renovation option):**
 - Estimated cost: **\$2,297,123**
 - Value engineering (removing press box, drainage, and lighting) lowers cost to **\$1,800,139**
- **New Proposal – Recreation Park Relocation:**
 - Construct a youth softball field at **Waynesville Recreation Park**.
 - Estimated cost: **\$350,000**
 - Dutch Fisher Park could instead become a **multi-use field and greenway trailhead**, reducing flood risk concerns.

Bottom Line:

By relocating the softball field to Recreation Park, the Town avoids the \$3.1M Dutch Fisher rebuild and achieves a **cost savings of approximately \$2.6 million**, while still providing upgraded ballfield facilities and enhancing community recreation.

MOTION FOR CONSIDERATION:

That the Town Council renovation of the Rec Park Athletic Field for use as a softball field at an estimated cost of \$350,000. This renovation provides an estimated cost savings of approximately \$2.6 million compared to rebuilding at Dutch Fisher as a flood resistant athletic facility. Dutch Fisher Park will be renovated to use in the same footprint as before the flood.

FUNDING SOURCE/IMPACT: n/a

ATTACHMENTS: PowerPoint presentation

MANAGER'S COMMENTS AND RECOMMENDATIONS: See above

Aiken Cost Consultants



LETTER OF TRANSMITTAL

12-Sep-25

10:12 AM

RECIPIENT

Name: Nick Lowe
Company: McAdams
Address: 3430 Toringdon Way, Suite 110
Charlotte, NC 28277
Ph/FAX: o704. 527. 0800 x360, m 704. 239. 5088
e-mail: nlowe@mcadamsco.com

SENDER

Name: Dan Capell
Company: Aiken Cost Consultants
Address: 19 West Stone Avenue
Greenville, SC 29609
Phone: (864)-232-9342
Fax: (864)-233-2573
e-mail: Dan@AikenCost.com

PROJECT INFORMATION

Project Title: Ballpark Field Renovation
Location: Waynesville, NC
ACC Project #: McA22
Estimate Format: ACC Progressive 10
Schematic Design Estimate

PURPOSE OF TRANSMITTAL

☒ As Requested ☒ For Your Use ☐ For Your File ☐ For Your Review/Comment ☐ For Your Information

METHOD OF DELIVERY

☐ Direct Express ☐ US Mail ☐ Fax ☐ Hand ☒ e-mail

ITEMS TRANSMITTED

	Number	# Pages
Master Summary	1	2
Building Estimate Summary		
Site Estimate Summary	1	1
GC Field Overhead	1	1
Cost Estimate Detail	1	3
Vendor Quotes		
Other-		
Total Items Transmitted (including this page)	5	8

COMMENTS

We have tried to organize the estimate to simplify your review and analysis. We encourage your careful review and appreciate your questions and comments.



MASTER SUMMARY Schematic Design Estimate

For
Ballpark Field Renovation
Vance Park
Waynesville, NC

Architect:

McAdams
3430 Toringdon Way, Suite 110
Charlotte, NC 28277

Owner:

Town of Waynesville
PO Box C-100
Waynesville, NC

Cost Estimator:

Aiken Cost Consultants
19 West Stone Avenue
Greenville, SC 29609

	Building		Sitework		Total	
	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>	<u>Cost</u>	<u>%</u>
Ballpark Field Renovation			1,714,418		1,714,418	100%
Total Probable Base Bid			\$1,714,418	100.0%	\$1,714,418	100%

Site Cost per Adjusted Gross 12,800 SY			133.94	SY	\$133.94	SY
---	--	--	--------	----	----------	----

Construction Phase Contingency			85,721	5.0%	85,721	5.0%
Total Construction Cost (TCC)			\$1,800,139		\$1,800,139	105%

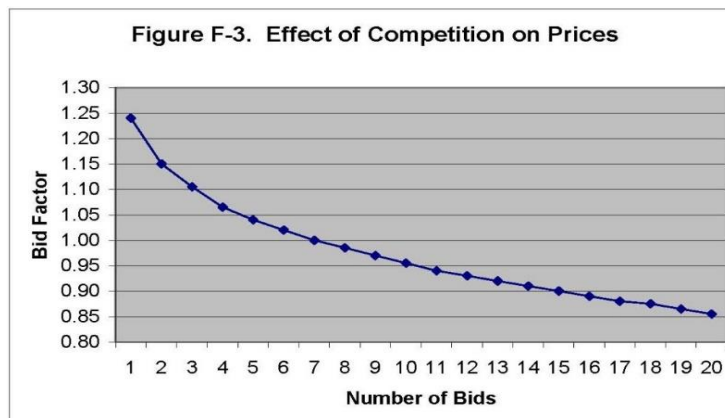
Project Notes / General Comments

This estimate is based upon Drawings dated 18 July 2025. Pricing has been updated to reflect RS Means 2025 cost database, current location factors and market conditions. Escalation has been updated for a July 2026 mid-point of construction.

This estimate has been prepared in accordance with generally accepted estimating practices and principles. Aiken Cost Consultants' staff is available to discuss our methods, pricing, assumptions, or estimating philosophy with any interested party. Please contact us by phone at (864) 232-9342, by fax at (864) 233-2573, or by e-mail at Billy@AikenCost.com.

Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. We have no control over General or Subcontractor overhead and profit percentages, bidding climates, schedules, contractor's methods of determining prices, continuing design modifications or addenda, etc., therefore, we cannot guarantee that proposals, bids, or actual construction costs will be within a certain range of this, or subsequent, cost estimates.

When preparing each cost estimate submittal Aiken Cost Consultants reviews current market conditions. It is our opinion that current construction market may be less than competitive at both the General Contractor and Sub Contractor levels. One of several resources the Owner should consider when bidding a project is the "Effect of Competition on Prices" chart developed by the U.S. Army Corp of Engineers. Additional project specific factors to consider (when applicable) are; anticipated mid-point of construction, difficult conditions, phasing, Liquidated Damages, limited or set-aside contracting requirements, etc. These multiple factors should also be considered whenever the project is delayed and/or market conditions change significantly.





SITE SUMMARY
Schematic Design Estimate
 FOR
Ballpark Field Renovation
Vance Park
Waynesville, NC

Architect:	Owner:	Cost Estimator:
McAdams	Town of Waynesville	Aiken Cost Consultants
3430 Toringdon Way, Suite 110	PO Box C-100	19 West Stone Avenue
Charlotte, NC 28277	Waynesville, NC	Greenville, SC 29609

Project Ballpark Field Renovation				NSA -->	12,800	SY
LEVEL 2 GROUP ELEMENTS		Element			Cost per	%
Level 3 Elements	Quantity	Unit	Rate (\$)	Cost	unit NSA	
G10 SITE PREPARATION				\$189,171	\$14.78	11.0%
G1010 Site Clearing	12800	SY	3.20	40,900	3.20	
G1020 Site Demolition & Relocation	12800	SY	5.44	69,696	5.44	
G1030 Site Earthwork	3639	CY	21.59	78,576	6.14	
G20 SITE IMPROVEMENTS				\$914,566	\$71.45	53.3%
G2010 Softball Field	1	EA	775,544	775,544	60.59	
G2020 Dugouts	2	EA	36,908	73,815	5.77	
G2030 Pedestrian Paving	3909	SF	9.58	37,455	2.93	
G2040 Site Development	12800	SY	1.29	16,498	1.29	
G2050 Landscaping	12800	SY	0.88	11,254	0.88	
G30 SITE MECHANICAL UTILITIES				\$4,621	\$0.36	0.3%
G3030 Storm Sewer	30	LF	154	4,621	0.36	
G40 SITE ELECTRICAL UTILITIES				\$294,983	\$23.05	17.2%
G4020 Site Lighting	10	EA	29,498	294,983	23.05	
Sitework Elemental Cost without GC Field Overhead				\$1,403,341	109.64	81.9%
Z60 GC FIELD OVERHEAD						
GC Field Overhead for Site Work	12,800	SY		311,078	24.30	18.1%
Sitework Cost including GC Field Overhead				\$1,714,418	133.94	100.0%

The above unit prices INCLUDE the following:		
Fees & Permits	GC Home Office Expense	GC Profit
Bond	Escalation to Mid Point of Construction	Sub-Contractor OH&P
State Sales Tax	Non-Competitive Market	
Design Contingency		

The following items are EXCLUDED from this estimate:	
Design Fees	
Inhouse Costs	
Finance Costs	

McA22	Ballpark Field Renovation		GC Field Overhead		Net SF:			
Schematic Design Estimate					QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
DESCRIPTION			U/M	MAT'L				
Z20/Z60 GC FIELD OVERHEAD							\$311,078	
Field Personnel								
Supervisor			10	MO		16020	16020	160,200
Clerk			10	MO		4559	4559	45,586
Field Office Expense								
Field Office Trailer (50'x10')			10	MO	607		607	6,071
Field Office Lights & HVAC			10	MO	275		275	2,753
Office Supplies and Office Equipment Rental			10	MO	491		491	4,908
Insurance			1	LS		5110	5110	5,110
Scheduling - CPM			1	LS	954		954	954
Utilities								
Temporary Sanitary			10	MO	657		657	6,566
Cell Phone			10	MO	145		145	1,454
Vehicles & Equipment								
Pick Up Trucks, 3/4 Ton, 4WD			10	MO	1129		1129	11,286
Gas for equipment			10	MO	380		380	3,796
Misc. Equipment			10	MO		1374	1374	13,744
Storage / Tool Trailer			10	MO	385		385	3,848
Small Tools			1	LS	1907		1907	1,907
Clean up								
Continuous Cleanup			200	DAY		30.39	30.39	6,078
Debris Removal & Disposal (Dumpster, 2 dump/mo)			10	MO	889		889	8,891
Maintain Haul Routes			1	LS	173	827	1000	1,000
Miscellaneous Expenses								
Mobilization & De-Mobilization			1	LS	916	1751	2667	2,667
Project Layout			1	LS	5341		5341	5,341
Project Sign			1	EA	916	70	986	986
Misc Expenses			1	LS	1907		1907	1,907
QC and Closeout								
Inspections, Quality Control & Testing			1	LS	795	11396	12191	12,191
Contract Closeout			1	EA	795	3039	3834	3,834

McA22	Ballpark Field Renovation			Net SF:	
Schematic Design Estimate			UNIT	TOTAL	
DESCRIPTION			U/M	TOTAL	COST
G BUILDING SITEWORK					
G10 SITE PREPARATION					189,171
G1010 Site Clearing			12800	SY	= 40,900
Temporary Gravel Entrance - 8"gravel (includes removal)			150	SY	19.23 2,885
Selective Tree Removal, 24"-36" Dia. Incl. Stumps			2	EA	6,005 12,009
Erosion Control					
Silt Fence, install and remove			1677	LF	4.99 8,368
Tree Protection Fencing			622	LF	7.15 4,444
Concrete Washout			1	EA	1,028 1,028
#57 Stone, silt fence outlets			84	LCY	145 12,165
G1020 Site Demolition & Relocation			12800	SY	= 69,696
Roads & Parking					
Remove Gravel Paving			1813	SY	6.65 12,051
Remove Asphalt Paving			234	SY	10.94 2,561
Remove Concrete Curb, Plain			74	LF	6.01 445
Sidewalk					
Demo 4" Sidewalk, Plain			28	SY	13.54 379
Buildings					
Slab On Grade, 4", Mesh Reinforcing			472	SF	1.84 869
Demo Mixed Materials Bldg.(no foundations)			6485	CF	0.79 5,133
Miscellaneous					
Remove Fence			1140	LF	16.87 19,229
Remove Landscaping			35	SY	27.31 956
Hauling & Disposal					
Machine Loading and Trucking(2 mi. Haul)			226	CY	31.85 7,199
Dump Fee, Bldg Const Mat			135	Ton	155 20,873
G1030 Site Earthwork			3639	CY	= 78,576
Excavation & Rough Grading					
Cut and Fill W/ 200 HP Dozer, 300' haul, common earth			3639	CY	14.06 51,172
Mobilization & Demob. of Excavation Equipment			1	EA	18,536 18,536
Compaction, Riding Vibrating Roller, 6" lifts, 3-passes			3639	ECY	0.89 3,257
Finish Grading					
Redistribute stockpiled topsoil			411	CY	9.37 3,852
Fine Grading			520	SY	3.38 1,759

McA22 Ballpark Field Renovation			Net SF:	
Schematic Design Estimate			UNIT	TOTAL
DESCRIPTION	U/M		TOTAL	COST
G20 SITE IMPROVEMENTS				914,566
G2010 Softball Field	1 EA		=	775,544
Natural Grass Sod Field 6" Native Field/Sand Based Rootzone (No Gravel Blanket)	65127 SF		2.84	184,899
Natural Grass Field Under Drains 10' OC	1 LS		11,356	11,356
Natural Grass Subbase Fine Grading	65127 SF		0.35	23,112
Alum. Bleachers, 5-tier	330 STS		372	122,783
Infield Skin (6" Profile)	390 CY		199	77,506
Warning Track (6" Profile)	71 CY		78.07	5,543
Home Plate and Bases	1 LS		5,110	5,110
Backstop Wall & Netting	106 LF		837	88,753
Nyloplast Cleanouts Natural Grass Field	4 EA		2,555	10,221
Integrated Backstop Netting System	1 LS		78,074	78,074
Field Survey (Subgrade, stone, final)	1 LS		4,968	4,968
Irrigation Main Line Loop up to 4" (No Booster Pump)	600 LF		39.75	23,848
Irrigation System (natural grass field spray heads)	1 LS		49,683	49,683
6' HT Black PVC Fencing and Gates - Outfield	972 LF		92.27	89,686
G2020 Dugouts	2 EA		=	73,815
CMU Dugouts	2 EA		36,908	73,815
G2025 Press Box	EA		=	
None In This Contract				
G2030 Pedestrian Paving	3909 SF		=	37,455
Sidewalk				
Concrete Sidewalk 4", cast on ground	3909 SF		9.58	37,455
G2040 Site Development	12800 SY		=	16,498
Other Site Improvements				
Bar Height Table	3 EA		1,298	3,893
Chairs	12 EA		276	3,317
Bike Rack	2 EA		1,362	2,724
Pet Waste Station	1 EA		755	755
Trash Receptical, Fiberglass, 2' Square, 30" High	2 EA		2,904	5,809
G2050 Landscaping	12800 SY		=	11,254

McA22	Ballpark Field Renovation				Net SF:	
Schematic Design Estimate					UNIT	TOTAL
DESCRIPTION			U/M		TOTAL	COST
Sodding & Grassing						
Seeding, fescue, incl. fertilizer			15	MSF	179	2,678
Trees						
Flowering Dogwood, 2" cal.			4	EA	1,138	4,552
Shrubs						
Kalidiscopse Glossy Abelia, 3 gal			8	EA	186	1,491
Vintage Jade Distylium, 3 gal			14	EA	176	2,464
Planting Accessories						
Guying Trees, less than 3" caliper, 2 stakes			1	EA	68.69	68.69
G30 SITE MECHANICAL UTILITIES						4,621
G3030 Storm Sewer			30	LF	=	4,621
15" RCP w/Gaskets, Excl Excavation & Backfill			30	LF	96.41	2,892
Concrete Flared End Section, 15" Dia, 6' Lg			2	EA	301	602
Excavate, Backfill & Comp.- Common Earth (3/4 CY)			20	CY	19.91	398
Excavating Trencher > 24" wide & 6' deep incl. backfill			30	LF	24.29	729
G40 SITE ELECTRICAL UTILITIES						294,983
G4020 Site Lighting			10	EA	=	294,983
Bracket arms, 1 arm			10	EA	869	8,691
LED, pole-top head			10	EA	4,270	42,701
Site Lighting Conduit & Wire			1	LS	243,591	243,591
PROJECT SUBTOTAL =====>						\$ 1,403,341



Town of Waynesville

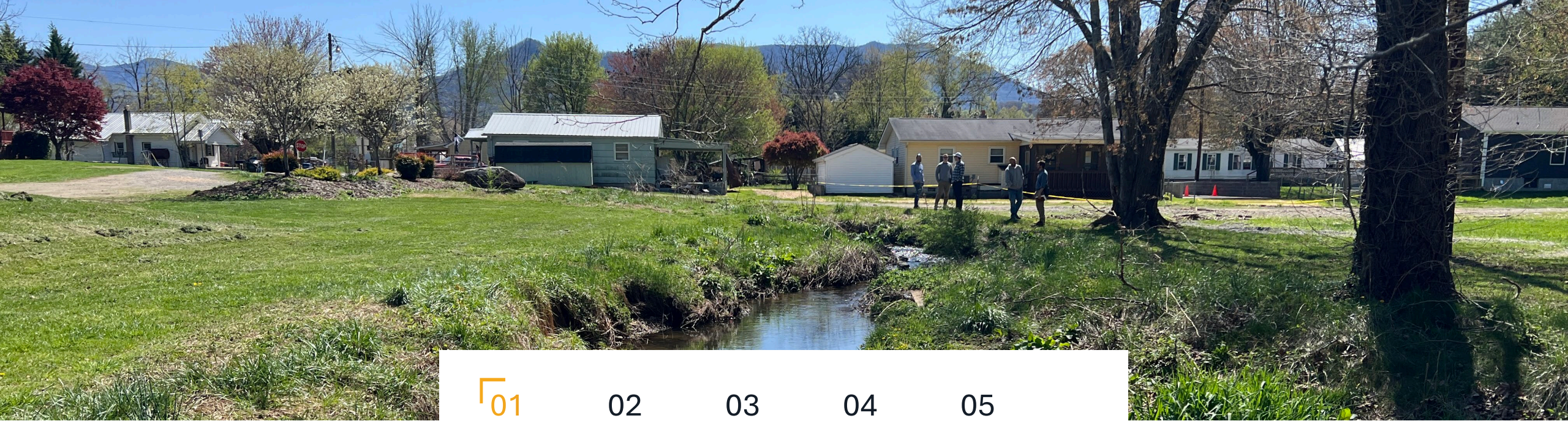
SOFTBALL FIELD RENOVATIONS





Agenda

- 01 Dutch-Fisher Field Renovation
- 02 Vance Street Field Renovation
- 03 FEMA Coordination
- 04 Project Cost
- 05 New Idea



01

02

03

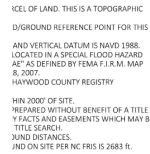
04

05

Dutch Fisher Field



McAdams



(1) CLASS OF SURVEY: CLASS A
(2) POSITIONAL ACCURACY: < 0.100'
(3) TYPE OF GPS FIELD PROCEDURE: VRS
(4) DATE OF SURVEY: 03-24-2025
(5) DATUM/EPOCH: NAD 83(2011)
(6) PUBLISHED/FIXED-CONTROL USED: NC VRS NETWORK
(7) GEOID MODEL: GEOID18
(8) COMBINED GRID FACTOR(S): 0.99995139
(9) UNITS: METERS CONVERTED TO US SURVEY FT.

I CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION FROM DEED DESCRIPTION RECORDED IN BOOK AND PAGE SHOWN; THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AND DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE SHOWN; THAT THE RATIO OF PRECISION IS GREATER THAN 1:10,000; AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600).

THIS 23RD DAY OF APRIL, 2025.

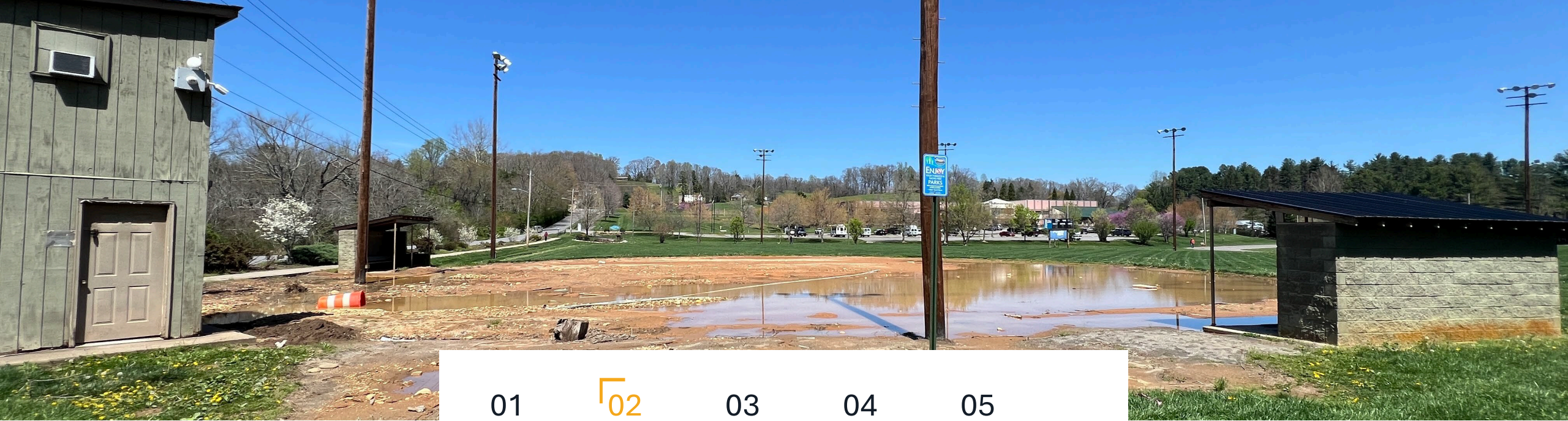












01

02

03

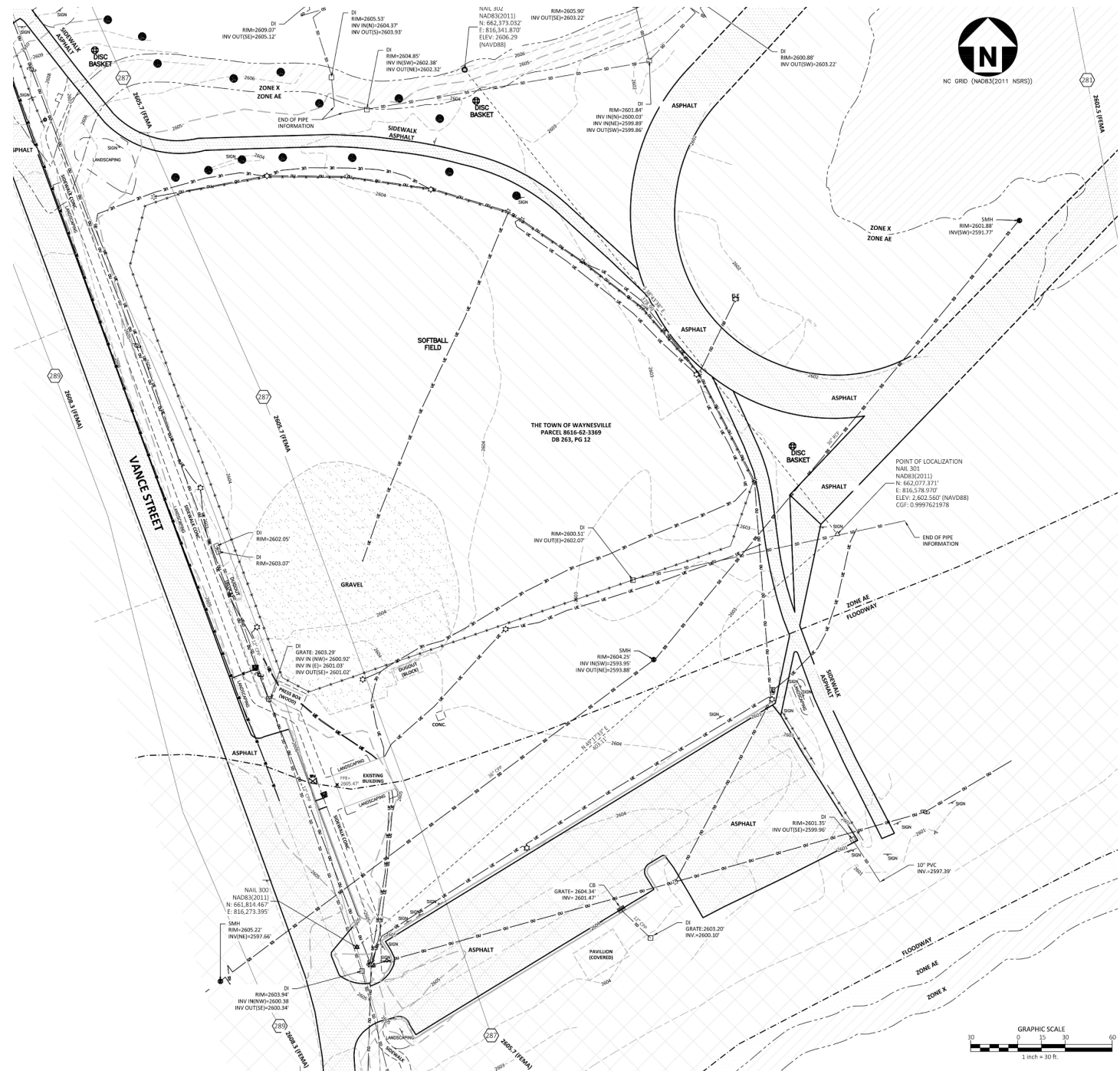
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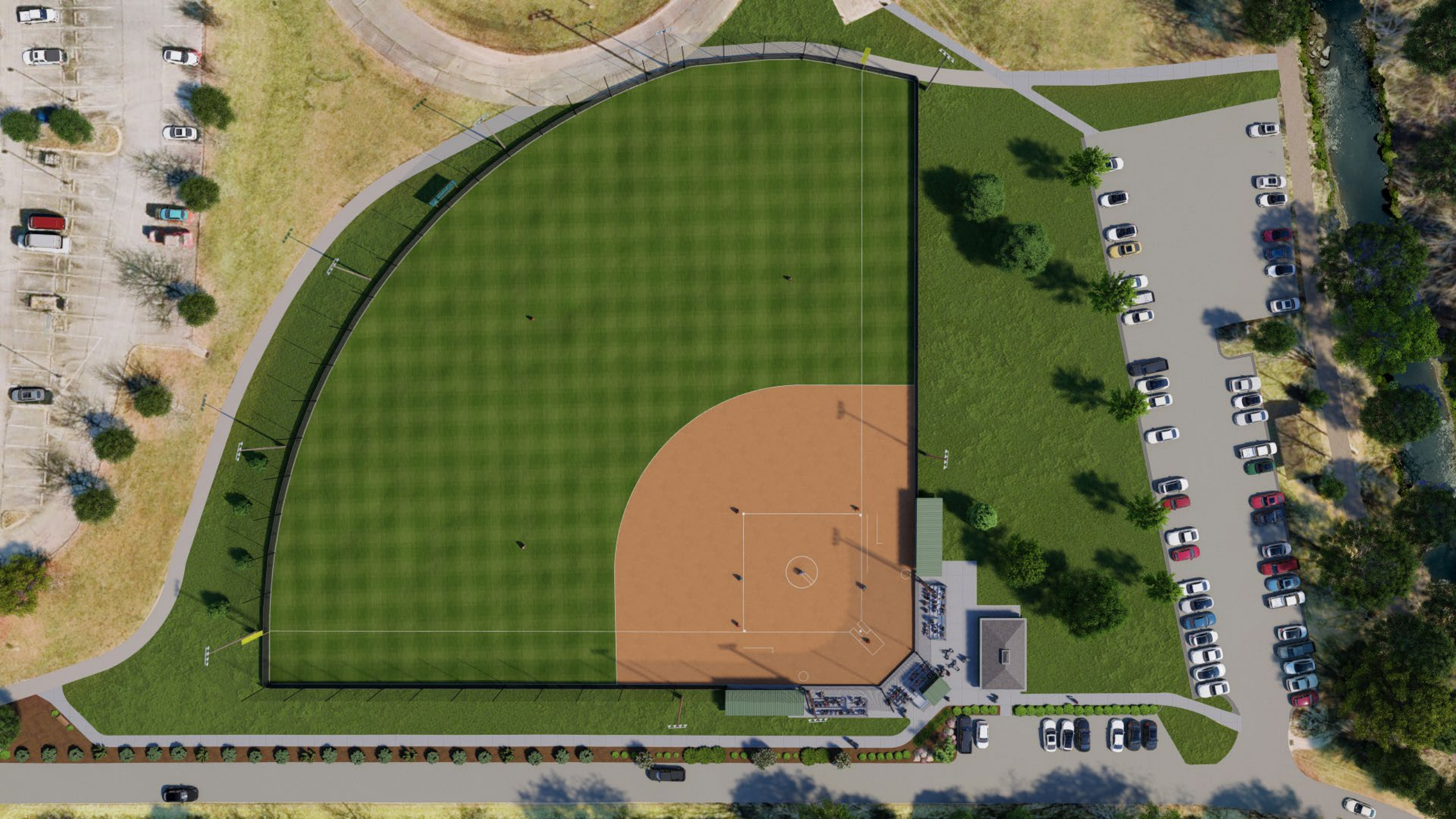
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Vance Street Field

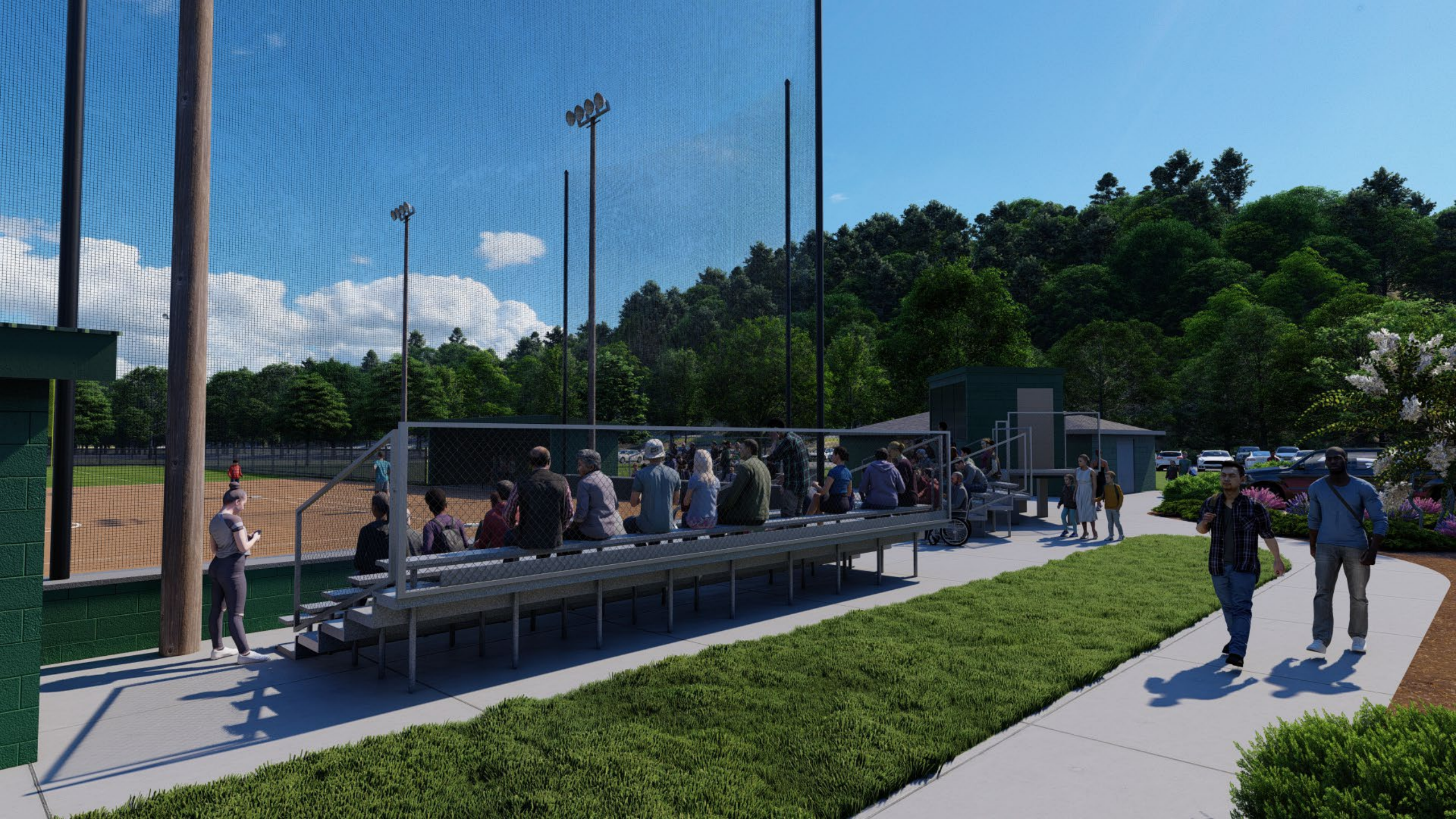


McADAMS



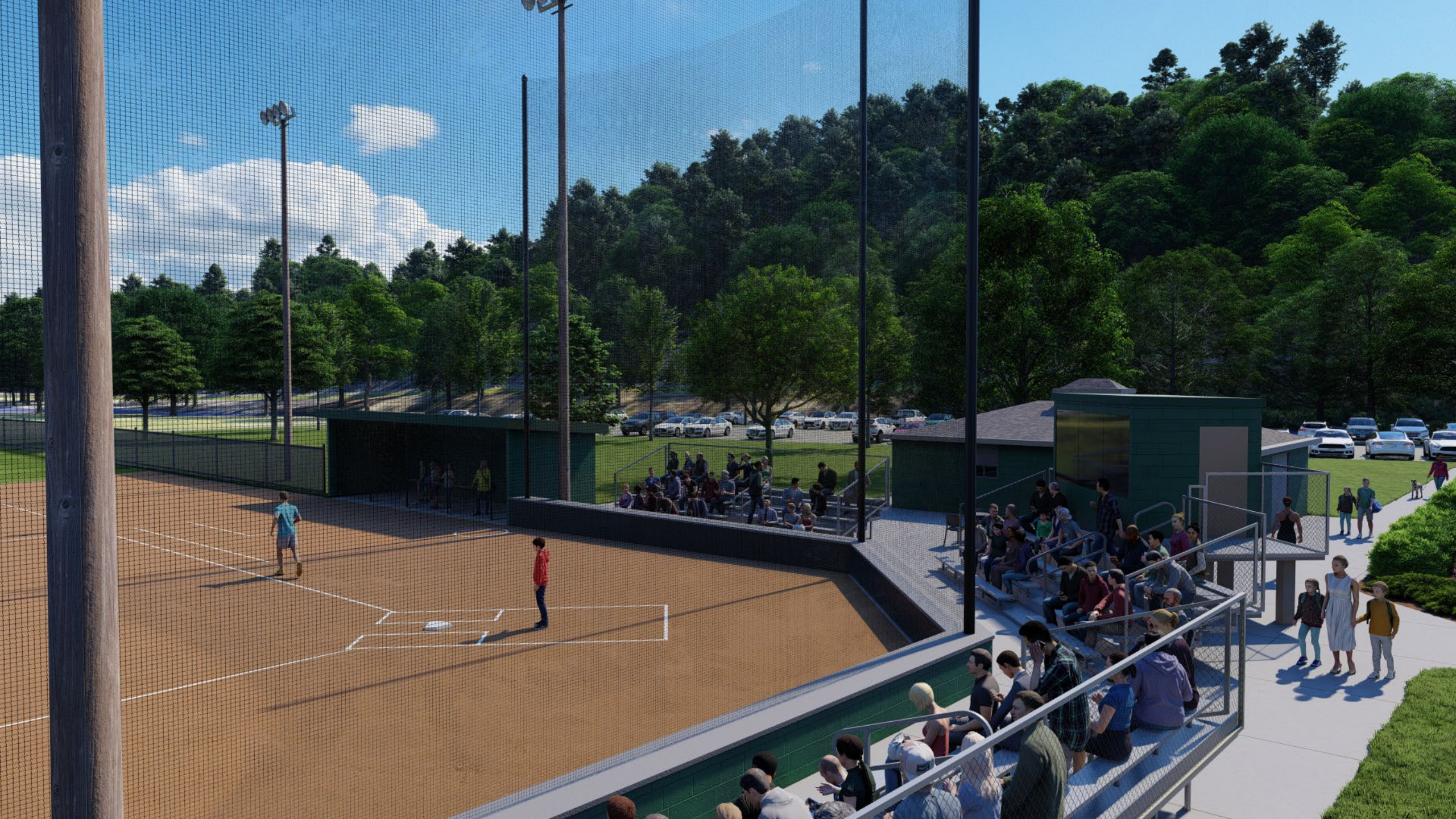


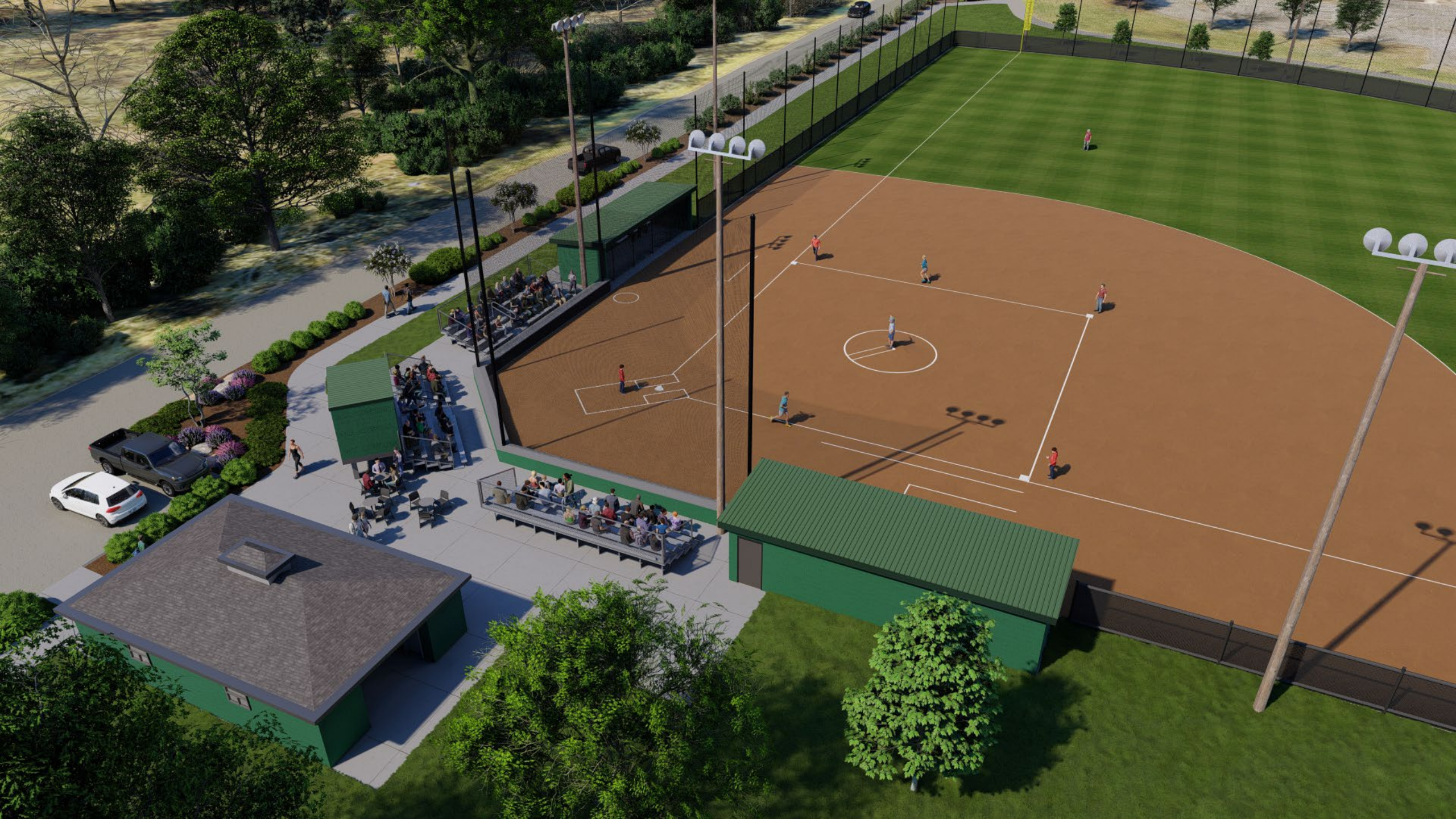






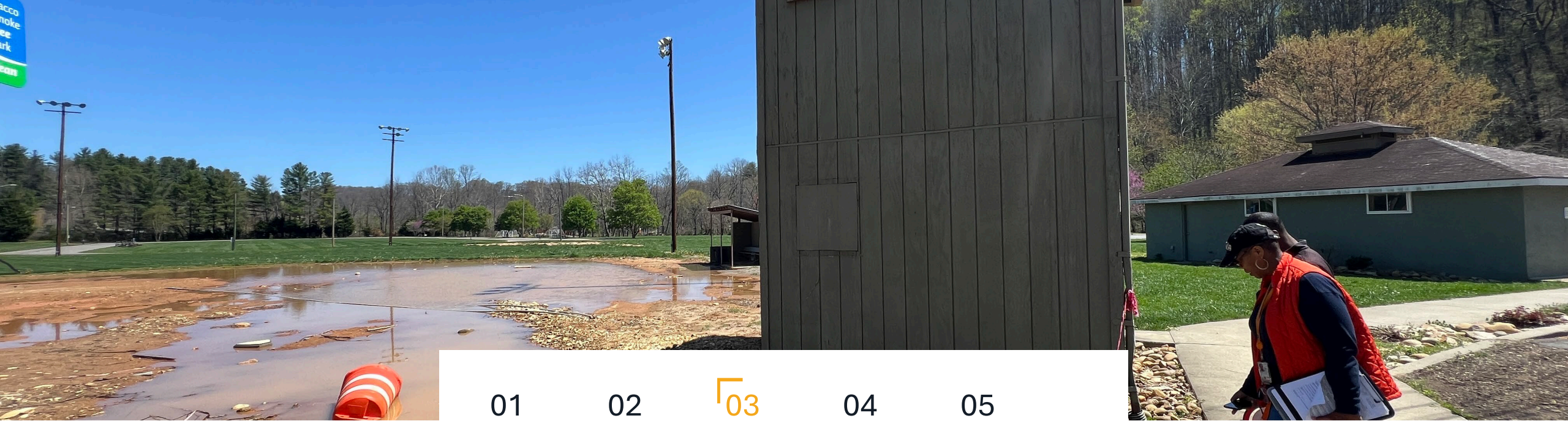




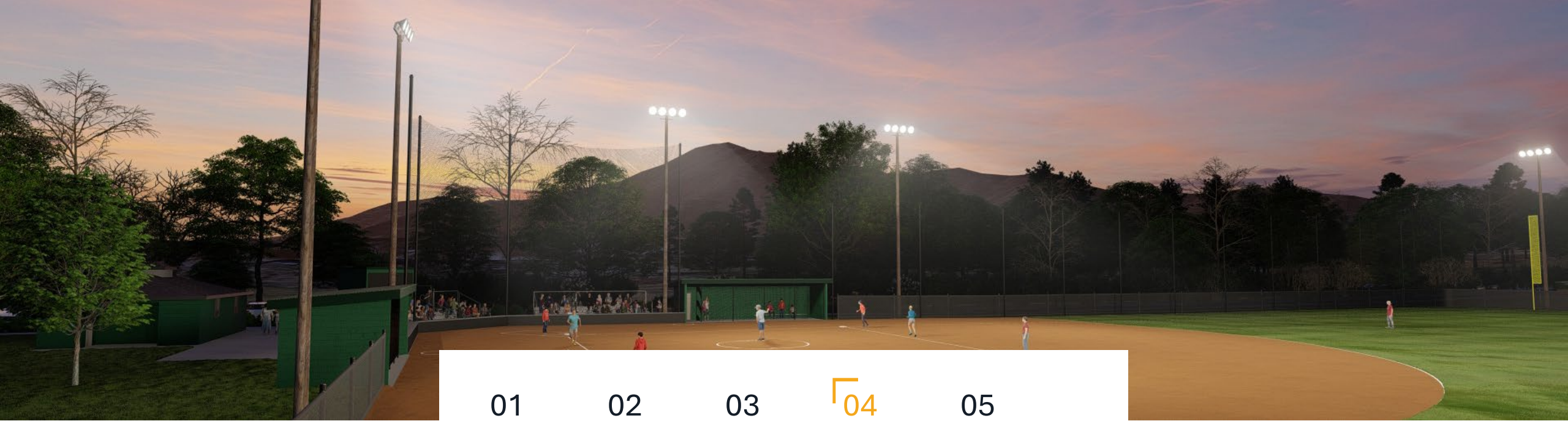








FEMA Coordination



01

02

03

04

05

Project Cost

Project Costs

DUTCH FISHER FIELD PROJECT COSTS

Total Cost = \$3,156,115

- | Restroom
- | Parking
- | Greenway Connection
- | Stream restoration
- | Ballfield renovations
 - Bleachers
 - Dugouts
 - Press Box
 - Batting Cages
 - Field Drainage
 - Fencing + Netting
 - Lighting
 - Scoreboard
 - ADA Connections

VANCE STREET FIELD PROJECT COSTS

Total Cost = \$2,297,123

- | Ballfield renovations
 - Bleachers
 - Dugouts
 - Press Box
 - Field Drainage
 - Fencing + Netting
 - Lighting
 - Scoreboard
 - ADA Connections

TOTAL PROJECT COSTS = \$5,453,238

Project Costs

VANCE STREET FIELD VE

Total Cost = \$1,800,139

| Items Removed

- Press Box
- Field Drainage
- Lighting

NEW FIELD LOCATION

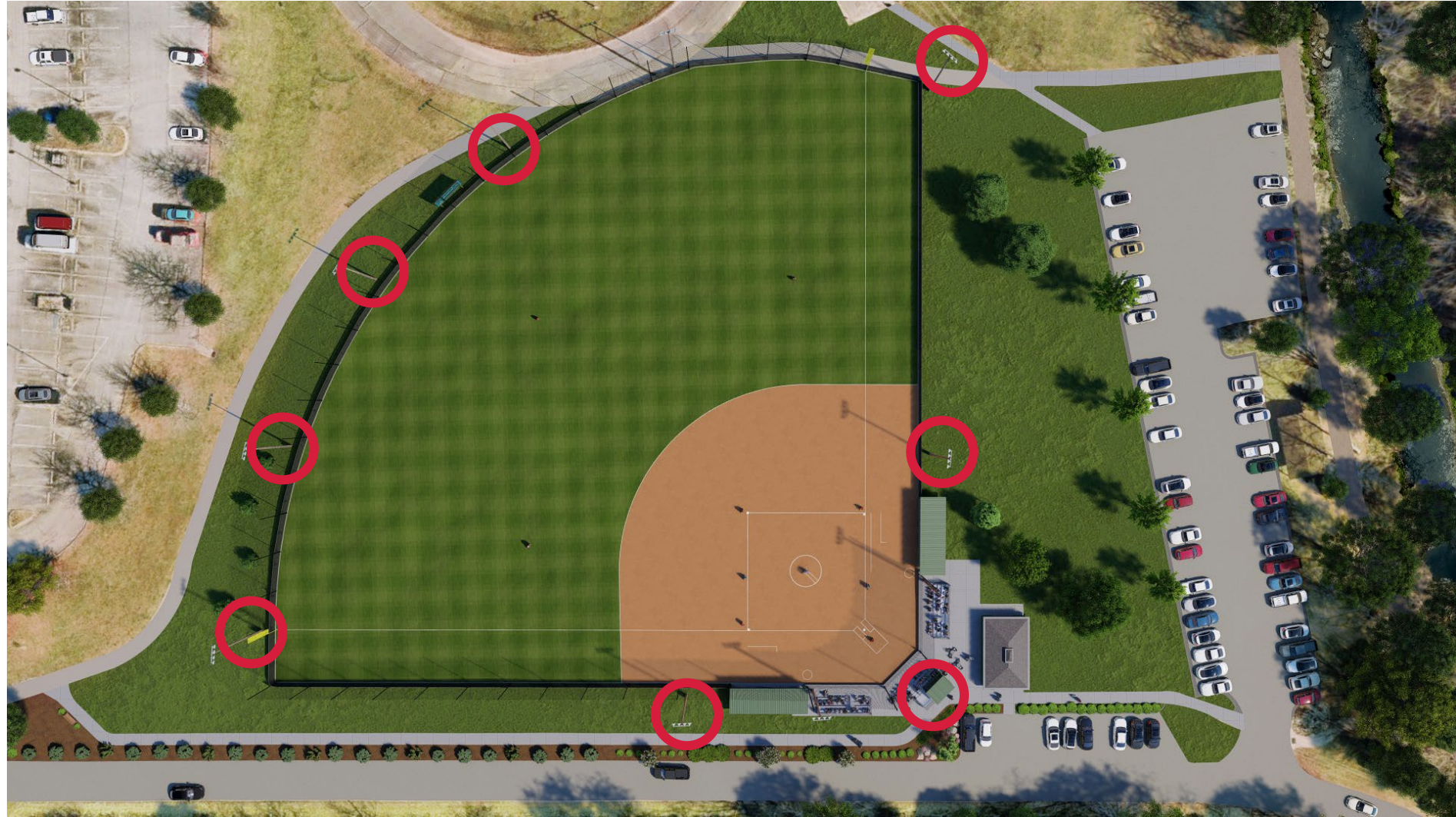
Total Cost = \$350,000

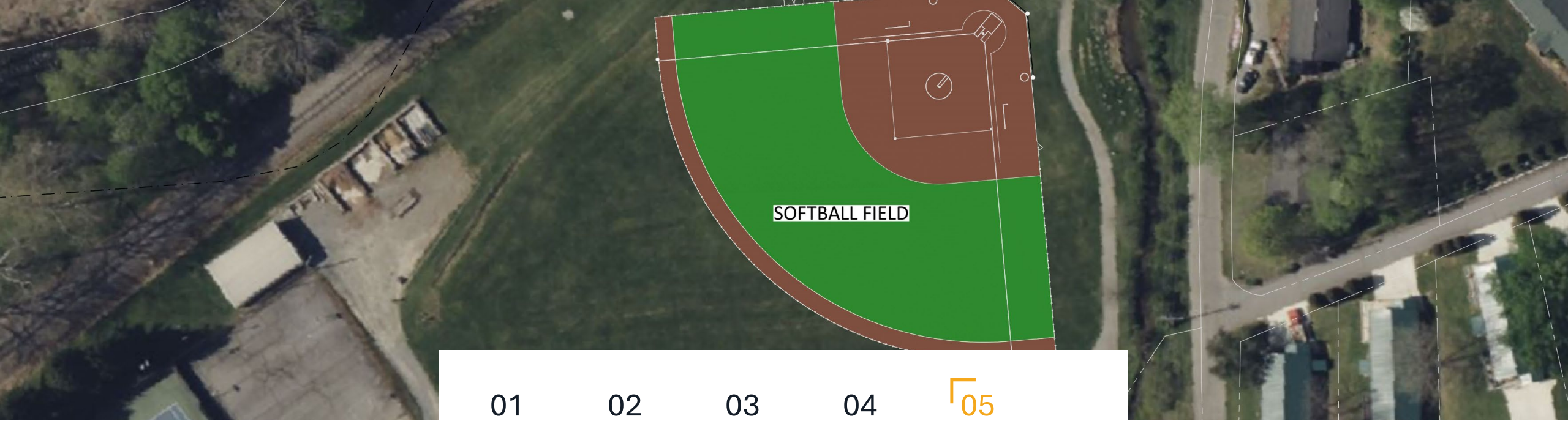
| Items Removed

- Fencing
- Bleachers

TOTAL PROJECT COST =

\$2,150,139





New Idea

Waynesville Recreation Park

Youth Softball Field



Dutch Fisher Park

Multi-use Field + Greenway Trailhead



Thank you



**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 9/23/2025**

SUBJECT Presentation of Dog Park Design by Civil Design Concepts (CDC)

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department:

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY Helene completely wiped out the Town's dog park. The original park was located 30 ft. from the bank of Richland Creek. Due to the certainty that the park would flood in the future, the staff recommends that the dog park be moved above the 100-year flood plain. The site that we recommend is located on the grounds of the beach volleyball courts near the roundabout on Howell Mill Road. The Town contracted with CDC to design a new, larger park on this site. The park will include shaded seating within the park, site lighting to permit exercising during the same hours as the tennis courts and other outdoor facilities are open. A parking facility with handicapped access to the park, and use of the same mulch surface. The estimated cost of the park is \$483,615. One of the most expensive items of the design is \$96,000 for site lighting. This would not be covered by FEMA since it is not flood related. The increased size of the park also adds cost over that covered by FEMA. The Town has not received FEMA's estimated replacement cost or its allowance for raising the park above the 100-year flood plain. Without these estimates, we do not know how much the Town will need to fund out of its General Fund.

MOTION FOR CONSIDERATION: Accept the presentation for information.

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: Conceptual drawings, cost estimate

MANAGER'S COMMENTS: We received the cost estimate on the 16th and have not had a chance to determine if there is any cost savings. We know that we can install the light poles and conduit with Town crews thus leaving purchase and installation of the lights as the only contracted cost. Even if we rebuilt the park on the flooded site, the estimated cost of the improved park would be comparable to the new site.



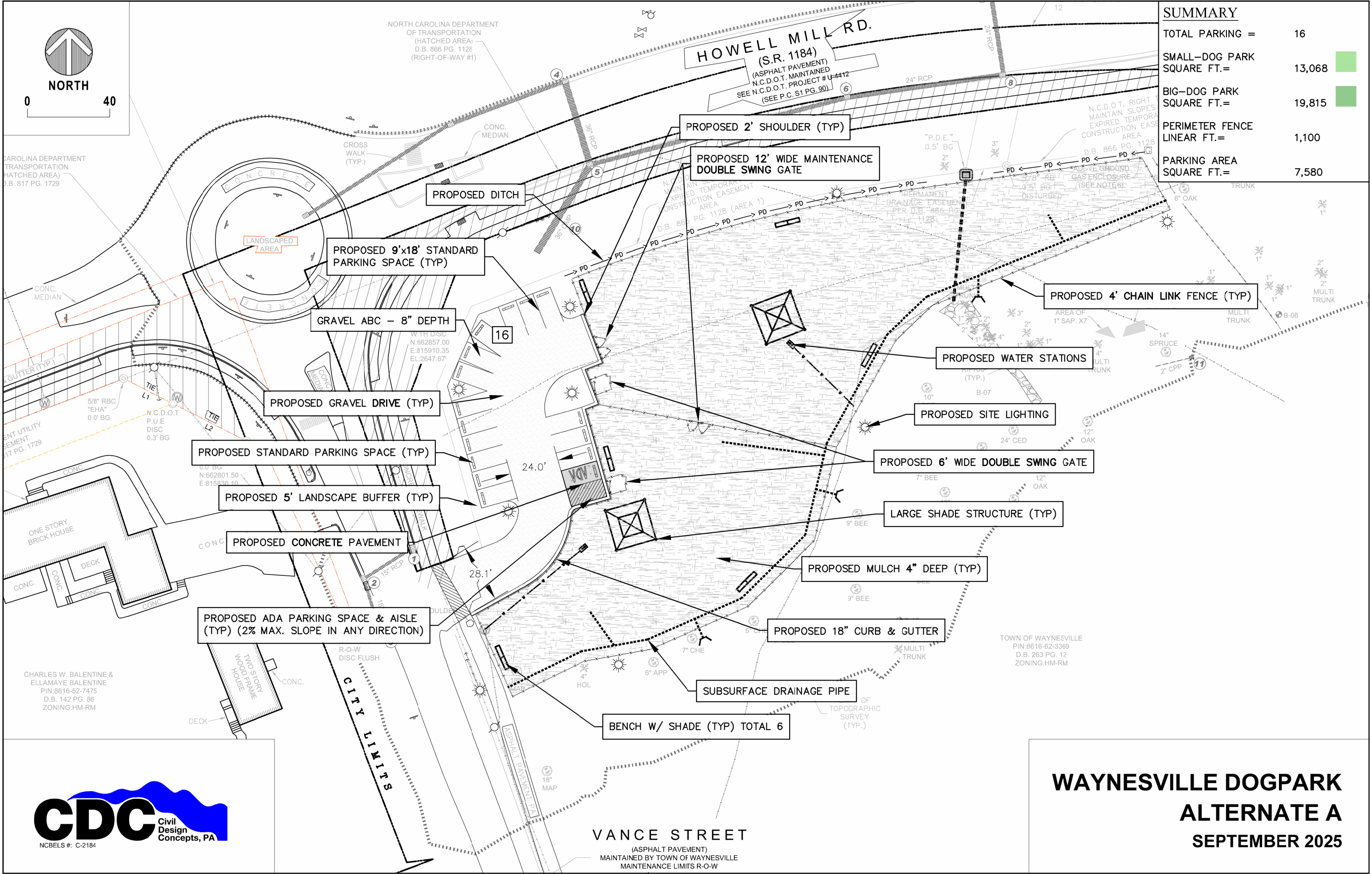
NCBELS LICENSE #: C-2184

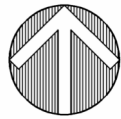
**PRELIMINARY COST ESTIMATE
REVISED ALTERNATE 'A'**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE, GRADING, & PAVING					
1	Mobilization/General Requirements	LS	1	\$14,086	\$14,086
2	Clearing and Grubbing	AC	1.5	\$5,000	\$7,500
3	Grading (Import)	CY	489	\$27	\$13,203
4	Demolition	LS	1	\$16,955	\$16,955
5	Striping and Signage	LS	1	\$5,000	\$5,000
6	Landscape Allowance	LS	1	\$30,000	\$30,000
7	8" ABC Stone	SY	800	\$20	\$16,000
8	6" Reinforce Concrete Pavement	SY	40	\$110	\$4,400
9	18" Curb and Gutter	LF	197	\$23	\$4,531
10	Mulched Park Area	SY	3,750	\$10	\$37,500
11	Wheelstops	EA	16	\$110	\$1,760
12	Erosion Control	LS	1	\$20,000	\$20,000
13	Chain Link Fence	LF	1,350	\$55	\$74,250
14	Site Lighting	LS	1	\$96,000	\$96,000
15	Shade Canopy	EA	2	\$7,500	\$15,000
16	Dog Park Accessories Allowance	LS	1	\$15,000	\$15,000
				SUBTOTAL	\$371,185
STORM DRAINAGE					
17	4" Washed Stone Subsurface Base	SY	3,750	\$20	\$75,000
18	8" Subsurface Storm Drain	LF	630	\$30	\$18,900
19	18" HDPE Storm Pipe	LF	70	\$55	\$3,850
20	Permenant Ditch	LF	260	\$8	\$2,080
21	Storm Structure	EA	1	\$4,000	\$4,000
22	Flared End Section with Rip Rap	EA	3	\$1,200	\$3,600
				SUBTOTAL	\$107,430
WATER LINE					
23	Water Service	EA	2	\$2,500	\$5,000
				SUBTOTAL	\$5,000
SUBTOTAL					\$483,615
CONTINGENCY (25%)					\$120,904
TOTAL					\$604,519

NOTES:

1. This estimate is based off of the CDC bulletin: "WAYNESVILLE DOGPARK ALTERNATE 'A' - SEPTEMBER 2025"; estimate costs listed were established on the date as noted above . Due to cost variations over time, this estimate is only valid for **30 days** past the estimate date.
2. The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgment, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs.
3. Soft Costs (ie. Engineering, Surveying, Legal, and Development Fees) are not included in the above estimate.
4. Asbestos survey and abatement costs (if necessary) are not included in the above estimate.
5. Dry utility costs (removal, relocation, coordination, new services, etc) are not included in this estimate.
6. Utility and storm line quantities stop 5' from edge of buildings.





NORTH

0

40

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION
(HATCHED AREA)
D.B. 817 PG. 1729

CONC. MEDIAN

CONC. MEDIAN

ONE STORY
BRICK HOUSE

CONC.
DECK
CONC.
CONC.

CHARLES W. VALENTINE &
ELLAMAYE VALENTINE
PIN:8616-52-7475
D.B. 142 PG. 86
ZONING:HM-RM



NCBELS #: C-2184

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION
(HATCHED AREA)
D.B. 866 PG. 1128
(RIGHT-OF-WAY #1)

CROSS
WALK
(TYP.)

PROPOSED DITCH

PROPOSED 9'x18' STANDARD
PARKING SPACE (TYP)

GRAVEL ABC - 8" DEPTH

PROPOSED GRAVEL DRIVE (TYP)

PROPOSED STANDARD PARKING SPACE (TYP)

PROPOSED 5' LANDSCAPE BUFFER (TYP)

PROPOSED CONCRETE PAVEMENT

PROPOSED ADA PARKING SPACE & AISLE
(TYP) (2% MAX. SLOPE IN ANY DIRECTION)

TWO STORY
WOOD FRAME
HOUSE

CITY LIMITS

R-O-W
DISC FLUSH

VANCE STREET

(ASPHALT PAVEMENT)
MAINTAINED BY TOWN OF WAYNESVILLE
MAINTENANCE LIMITS R-O-W

HOWELL MILL RD.
(S.R. 1184)
(ASPHALT PAVEMENT)
N.C.D.O.T. MAINTAINED
SEE N.C.D.O.T. PROJECT # U-4412
(SEE P.C. S1 PG. 90)

PROPOSED 2' SHOULDER (TYP)

PROPOSED 12' WIDE MAINTENANCE
DOUBLE SWING GATE

"P.D.E."
0.5' BG

N.C.D.O.T. RIGHT
MAINTAIN SLOPES
EXPIRED TEMPORARY
CONSTRUCTION EASE-
MENT AREA

PROPOSED 4' CHAIN LINK FENCE (TYP)

PROPOSED WATER STATIONS

PROPOSED SITE LIGHTING

PROPOSED 6' WIDE DOUBLE SWING GATE

LARGE SHADE STRUCTURE (TYP)

PROPOSED MULCH 4" DEEP (TYP)

PROPOSED 18" CURB & GUTTER

SUBSURFACE DRAINAGE PIPE

BENCH W/ SHADE (TYP) TOTAL 6

SUMMARY

TOTAL PARKING =	16
SMALL-DOG PARK SQUARE FT.=	13,068
BIG-DOG PARK SQUARE FT.=	19,815
PERIMETER FENCE LINEAR FT.=	1,100
PARKING AREA SQUARE FT.=	7,580

WAYNESVILLE DOGPARK
ALTERNATE A
SEPTEMBER 2025

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 23rd, 2025**

SUBJECT: A public hearing to consider text amendments related to signage (LDS Chapters 4, 11, 17).

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact/Presenter: Alex Mumby

BRIEF SUMMARY:

Staff has been working with the Planning Board to update regulations related to signage. This included the clarification of definitions, eliminating duplication, and addressing issues raised by the public and recent signage applications. Additionally, the Planning Board recommends size allowances and approval procedures for neighborhood signs, reducing the scale ratio for attached signage on commercial and industrial storefronts, eliminating the prohibition for “facsimile signs,” and corrected the allowance for yard sale signs to be in compliance with State Statutes.

FUNDING SOURCE/IMPACT:

N/A

MOTION FOR CONSIDERATION:

1. Motion to find the Draft Ordinance for a text amendment consistent (or inconsistent) with the 2035 Comprehensive Plan.
2. Motion approve/deny the adoption of the text amendment as presented (or as amended)

ATTACHMENTS:

- Staff Report
- Draft Ordinance
- Planning Board Report
- Newspaper Notice

MANAGER’S COMMENTS AND RECOMMENDATIONS:

Planning Board Staff Report

Meeting Date: August 18th, 2025
Subject: Signage Update Text Amendment
Applicant: Staff initiated text amendment
Staff Contact: Alex Mumby, Land Use Administrator

Background:

In prior meetings, staff brought forward discussion of updates to the signage code related to areas of the LDS signage chapter in need of clarification and updates. Additionally, there has been feedback from residents and board members regarding size allowances in the current code for neighborhood, commercial, and industrial signs. This update seeks to add definitions, clarifications, and respond to feedback regarding the scale of signs within zoning district contexts.

Staff Recommended Text Changes:

Staff has drafted a text amendment for Planning Board review and discussion which includes the following:

- *Signage code definitions added under each sign type within the ordinance itself.* These definitions are found within LDS Chapter 17 but are unevenly used within LDS Chapter 11. Adding all definitions to the text within Chapter 11 will assist applicants and code enforcement with the signage regulations. Additionally, the use of the word “etc.” has been removed to provide clearer interpretation.
- *Clarification of how signs within murals are interpreted, LDS 11.3.1.* Computation of signage area is proposed to affirm that only the portion of the mural which contains the sign itself, specifically the lettering and logo, will count towards the maximum allowed signage in a district. This codifies the precedent for how staff has interpreted signs within murals in the past.
- *Scale of signage in Regional Center and Commercial Industrial districts.* The maximum allowed size for an attached sign is 15% of the wall face. Staff recommends a reduction to 10% of the wall face for buildings that are free standing. This reduction in ratio would apply to new signage only and LDS Section 11.10 Maintenance and Non-Conformities would still apply to existing signs. As a reference, note that proposed replacement signage at Wal-Mart is only 1.5% of the total façade, and the sign on the side of the Cookout building is exactly 15%.
- *Clarification for portable signs* would provide guidelines for A-frame signs which the business owners put out during the day. The dimensions were chosen to allow all current A-frame signs to remain. Additional placement guidelines have been added in order to keep the public way clear and to not create obstructions.
- *Replace the term “Master Development” with multi-tenant shopping centers.* The existing allowance for “master development signs” is 160 sq. ft. – 25 ft tall, without defining what a master development

is. This is the largest allowable signage and is appropriate to shopping center developments with multiple tenants.

- *Guidelines for dimensions of neighborhood entrance signs.* Currently there are no dimensional standards for neighborhood signs, and they are subject to approval by the Planning Board, without any criteria from which to consider an application. The primary purpose of neighborhood signs is for wayfinding and to create a sense of entrance, and that the ordinance should reflect this. The maximum dimensions recommended are similar to signs allowed in low, medium, and urban residential districts which is a maximum of 16 square feet. Additionally, this ordinance will limit the height of signage to 6' tall, which is consistent with the Neighborhood Center District. Thirdly, this ordinance will limit the number of neighborhood signs to two (2) signs per entrance with up to a maximum of four (4) signs allowed per neighborhood. This would allow double signage at up to two main entrances, with options for other entrances.
- *Updating our treatment of facsimile signs.* The Planning Board was critical of the Town's existing prohibition on facsimile signs. They felt that these signs added character to the town, especially ones created by skilled local craftspeople. They decided to recommend the removal of the prohibition along with the definition from Chapter 17 of the LDS. None of the nearby governments such as Canton, Asheville, and Hendersonville have any such restrictions in their signage code.
- *Combination of Temporary Sign sections.* Within the signage code there were two sections which provided guidance for temporary signs, 11.5.11 and 11.5.14. Both sections had a large amount of overlap in their requirements. To simplify the signage section, 11.5.14 has been removed and any non-duplicate regulations have been moved to 11.5.11. These amendments do not represent any change in how temporary signs are regulated.
- *Updating of references to the General Statutes.* Since the last time the signage chapter was updated, the North Carolina General Statutes regarding local government regulation of signage has changed reference numbers. The Ordinance has been updated to reflect these changes. These updates do not cause any regulatory changes to how the Town governs signage.

Consistency with the 2035 Comprehensive Land Use Plan:

Signage contributes to the overall character of a commercial or residential area. Under Goal 1 of the 2035 Comprehensive Plan the objectives of: "Create walkable and attractive neighborhood and commercial centers;" and "Reinforce the unique character of Waynesville." Goal 5 speaks to "creating opportunities for a sustainable economy," with the objective to "promote Waynesville's downtown districts, inns, restaurants, and reputation as the "gateway to the Smokies. Staff submits that these updates to the signage chapter of the ordinance will support these objectives of the Comprehensive Plan.

Attachments:

- Draft Ordinance of proposed text amendment
- Consistency Statement Worksheet

Recommended Motions:

1. Motion to find the Draft Ordinance for a text amendment consistent (or inconsistent) with the 2035 Comprehensive Plan.
2. Motion to recommend adoption of the text amendment as presented (or as amended) to the Town Council.

DRAFT ORDINANCE FOR COUNCIL CONSIDERATION

ORDINANCE NO. O-27-25

**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 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:

- Goal 1: Continue to promote smart growth principles in land use planning and zoning.
 - Create walkable and attractive neighborhoods and commercial centers.
 - Reinforce the unique character of Waynesville.
- Goal 5: Create opportunities for a sustainable economy
 - Promote Waynesville’s downtown districts, inns, restaurants, and reputation as the “Gateway to the Smokies”
 - Encourage creatively designed, mixed-use, walkable centers, and commercial districts that appeal to residents and visitors.

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 August 18, 2025, at the regularly scheduled meeting of the Waynesville Planning Board, and on August 18th, 2025, at the regularly scheduled meeting of Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON _____, 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):

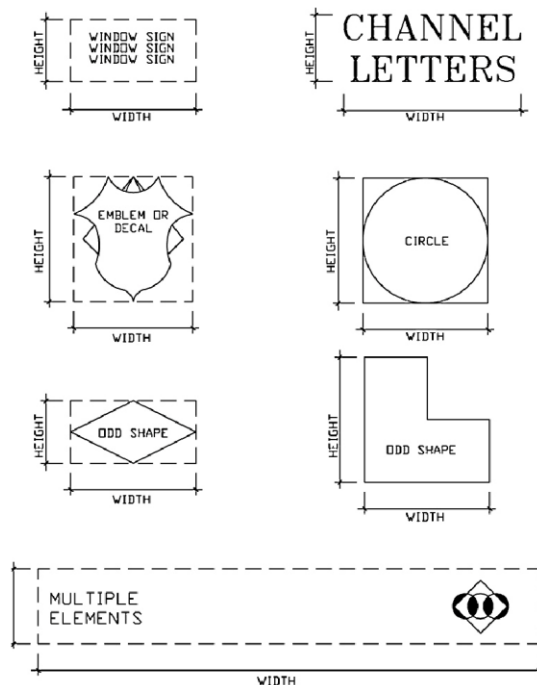
1. Amend Chapter 4: General Provisions for all Districts as follows:

4.4.3 Items Not Included in Height Calculations.

The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas, and domes not intended for human occupancy, monuments, water towers, mechanical penthouses (provided they are set back 20 feet from the front elevation), observation towers, transmission towers, chimneys, smokestacks, conveyors, **flagpoles**, masts and antennas (provided evidence from appropriate authorities is submitted to the effect that such building or buildings will not interfere with any airport zones or flight patterns). See Chapter 3 Supplemental Standards related to communication towers and wireless communication facilities.

2. Amend Chapter 11: Signs as Follows:

11.3.1 Computation of Sign Face.



- A. The area of a sign face shall be deemed to be the entire area within the smallest square or rectangle that will encompass the extreme limits of the writing, representation, emblem, or other display on the sign.
- B. The area shall also include any material or color forming an integral part of the background of the display or used to differentiate the sign from the backdrop or structure against which it is placed.
- C. Frames or structural members not bearing informational or representational matter shall not be included in computation of the area of a sign face.
- D. Signs attached to walls (other than building walls) or fences shall be treated as ground signs and allowed only where ground signs are permitted. Only that portion of that wall or fence onto which the sign face or letters are placed shall be calculated in the sign area.
- E. **Air gaps between tenant name panels on a multi-tenant sign shall not be counted towards the total sign face area.**
- F. **For signage that is integrated into a mural, only that portion of the mural which the administrator determines to be the advertising sign in accordance with the computational guidance above, shall be counted towards the total sign face area.**

11.5 Signs Not Requiring a Permit.

11.5.1 Governmental Signs.

- A. Signs posted by various local, state and federal agencies in the performance of their duties such as, but not limited to, regulatory signs, welcome signs and traffic signs.
- B. Signs installed under governmental authority which note the donation of buildings, structures or streetscape materials (such as, but not limited to benches, ~~or~~ park facilities, ~~etc.~~).

11.5.2 Flags, ~~Etc.~~

Flags or insignia of any nation, organization of nations, state, county or municipality, any religious, civic or fraternal organization, or any educational or cultural facility, and ~~for~~ any one corporate flag, **are allowed** per lot provided the height of any pole shall not exceed ~~the maximum building height for the district~~ 25' in height.

11.5.11 Temporary Signs are allowed for uses permitted by Section 4.6 provided that the duration shall be the same as that of the specific, permitted temporary use and for the purpose of yard sales, real estate, mobile vendors, special events or other signage of a temporary nature not otherwise addressed elsewhere in this ordinance.

- A. General Requirements for temporary signs:
 - 1. Such signage shall be limited to the time period for the project or purpose it describes and must be installed no more than 10 days before an event and removed within ten (10) days upon completion of the project or event, unless otherwise permitted or as specified in this section.
 - 2. Such signage shall not be placed on any Town property or Park without the permission of the Town Manager.
 - 3. Off-premises signs are prohibited.
 - 4. Temporary signs that encroach in a public or private right-of-way shall not create a safety hazard or impediment to use of the right-of-way, including:
 - a) Such signs shall not be placed in a way as to interfere with pedestrians, cyclists, or motorists' access along rights-of-way, nor be placed so as to interfere with the line-of-sight of any motorist, or be placed in any way that creates a safety hazard for any mode of transportation.
 - b) Such signs shall be placed a minimum of three (3) feet from any curb or edge of pavement.
 - c) Such signs shall not be placed within a Town maintained sidewalk or greenway.
 - d) Such signs shall not be attached to trees or utility poles.
 - e) Such signs shall not be illuminated unless they are part of an existing billboard or compliant sign structure that is already illuminated.
 - f) Such signs shall be of break-away or flexible material unless they are part of an existing billboard or compliant sign structure.
 - g) Such signs shall be limited to six (6) square feet in area and four (4) feet in height, or the maximum of the District in which it is located, whichever is less.
 - 5. Regulations regarding temporary signs on private property shall comply with the dimensional requirements for a permanent sign of the same type in the district in which the sign is erected.
 - 6. One (1) per property per street frontage.

7. May be either a Ground Sign or Attached Sign.
 8. Moveable Signs are expressly prohibited.
 9. Banner type signs shall not be permitted within any district listed on the National Register of Historic Places.
- B. Window Signs: Temporary signs which are affixed to the inside of a window. Such signs shall not exceed 50% of the window area except within designated National Register Historic Districts where such signs shall not exceed 25% of the window area.
- C. Vehicular Signs: Temporary signs not prohibited under Section 11.8.11 displayed on vehicles and equipment which are being operated in the normal course of business, such as signs indicating the name of the owner or business and which are affixed or painted onto such vehicles or equipment, provided that when not being so operated, such vehicles are parked or stored in areas appropriate to their use as vehicles and in such a manner and location so as to minimize their visibility from any street to the greatest extent feasible.
- D. Ball Field Fence Signs: nonprofit organizations, i.e., local ball leagues, may attach signage to ball field fences providing the following requirements are met:
1. Sign panels must be of uniform size and weather durable material and cannot exceed three feet by five feet in dimension.
 2. Signage must be attached to the interior (ball field) of the chain link fencing, have advertising copy on only the interior (ball field) side of fencing and cannot be self-illuminated.
 3. Where adjacent properties are in residential use the back (exterior) side of the sign must be a dark solid color and be uniform in color with all the other signs.
 4. All signs must be kept clean and in good repair.
 5. Signage cannot exceed one per fence panel.
 6. Sign must be uniform in height.
 7. Signage can be erected two weeks prior to the beginning of the ball season and must be taken down within two weeks from the conclusion of the season.
 8. The organization or tenant leasing the property will be responsible for installing and removing the signs.
- E. Decorative Flags (except American Flags): ~~shall be counted towards the maximum signage square footage for Attached Signs permitted in the district.~~ Only one (1) flag for every 25 feet of linear building frontage is permitted. ~~All such flags on a single building face shall count as one of the three (3) permitted Attached Signs permitted on that building face.~~
- F. Yard Sale Signs:
1. Such signs may not be illuminated.
 2. Yard sale signs are limited to four (4) square feet in area and four (4) feet in height.
 3. Such signs may be displayed no more than one day in advance of the sale and be removed the day following the sale.
- G. Promotional/Special Event Signs:
1. Duration: it may be displayed on one (1) occasion in any three (3) month period for a maximum of fourteen (14) consecutive days or on one (1) occasion in any six (6) month period for a maximum of thirty (30) consecutive days.

H. Temporary Use Signs for uses permitted by Section 4.6 shall be the same as Promotional/Special Event Signs in subsection G. of this section provided that the duration shall be the same as that of the specific Temporary Use.

11.5.12 Political Signs ~~(rev. 9/11/12)~~ (rev. 9/23/25)

- A. ~~Compliant Political Signs are permitted in accordance with NC General Statutes 136-32.~~ Duration: such signs may be displayed during a period beginning thirty (30) days prior to the beginning date of "one-stop" early voting under ~~G.S. 163-227.2~~ G.S. 163-166.40 and concluding ten (10) days after the primary or election day immediately following.
- B. Placement:
1. No sign shall be permitted in the right-of-way of a fully controlled access highway.
 2. No sign shall be closer than three (3) feet from the edge of pavement of the road.
 3. No sign shall obscure motorist visibility at an intersection.
 4. No sign shall be higher than 42 inches above the edge of pavement of the closest road.
 5. No sign shall be larger than ~~865 square inches or six (6) sixteen (16)~~ square feet.
 6. No sign shall obscure or replace another sign.
 7. No sign shall be attached to a utility pole.
- C. Illumination: such signs may not be illuminated.

~~11.5.14 Temporary Signs.~~

~~A. ——— Window Signs: Temporary signs which are affixed to the inside of a window. Such signs shall not exceed 50% of the window area except within designated National Register Historic Districts where such signs shall not exceed 25% of the window area.~~

~~B. ——— Special Event Signs: Signs may be erected by public or non-profit organizations such as schools and churches for promoting special events as follows:~~

- ~~1. ——— Signs for public events such as fund drives, fairs, festivals, sporting events, etc. may be displayed for a period of thirty (30) days.~~
- ~~2. ——— The maximum size and height shall be the same as established for a permanent sign of the same type in the district in which the sign is erected.~~

~~C. ——— Yard Sale Signs:~~

- ~~1. ——— Such signs may be located on premises only and may not be located within a public right-of-way nor placed on a tree, street sign or utility pole.~~
- ~~2. ——— Such signs may not be illuminated.~~
- ~~3. ——— Yard sale signs are limited to four (4) square feet in area and four (4) feet in height.~~
- ~~4. ——— One (1) yard sale sign is allowed per street frontage.~~
- ~~5. ——— Such signs may be displayed no more than one day in advance of the sale and be removed the day following the sale.~~

~~D. ——— Vehicular Signs: Signs not prohibited under Section 11.8.11 displayed on vehicles and equipment which are being operated in the normal course of business, such as signs indicating the name of the owner or business and which are affixed or painted onto such vehicles or equipment, provided that when~~

~~not being so operated, such vehicles are parked or stored in areas appropriate to their use as vehicles and in such a manner and location so as to minimize their visibility from any street to the greatest extent feasible.~~

~~E. ——— Ball Field Fence Signs: Nonprofit organizations, i.e., local ball leagues, may attach signage to ball field fences providing the following requirements are met:~~

- ~~1. ——— Sign panels must be of uniform size and weather durable material and cannot exceed three feet by five feet in dimension.~~
- ~~2. ——— Signage must be attached to the interior (ball field) of the chain link fencing, have advertising copy on only the interior (ball field) side of fencing and cannot be self-illuminated.~~
- ~~3. ——— Where adjacent properties are in residential use the back (exterior) side of the sign must be a dark solid color and be uniform in color with all the other signs.~~
- ~~4. ——— All signs must be kept clean and in good repair.~~
- ~~5. ——— Signage cannot exceed one per fence panel.~~
- ~~6. ——— Sign must be uniform in height.~~
- ~~7. ——— Signage can be erected two weeks prior to the beginning of the ball season and must be taken down within two weeks from the conclusion of the season.~~
- ~~8. ——— The organization or tenant leasing the property will be responsible for installing and removing the signs.~~

~~F. ——— Decorative Flags (except American Flags) shall be counted towards the maximum signage square footage for Attached Signs permitted in the district. Only one (1) flag for every 25 feet of linear building frontage is permitted. All such flags on a single building face shall count as one of the three (3) permitted Attached Signs permitted on that building face.~~

~~G. ——— Promotional/Special Event Signs:~~

- ~~1. ——— One (1) per property per street frontage.~~
- ~~2. ——— May be either a Ground Sign, or Attached Sign.~~
- ~~3. ——— The maximum size and height shall be the same as established for a permanent sign of the same type in the district in which the sign is erected.~~
- ~~4. ——— Duration: may be displayed on one (1) occasion in any three (3) month period for a maximum of fourteen (14) consecutive days or on one (1) occasion in any six (6) month period for a maximum of thirty (30) consecutive days.~~
- ~~5. ——— Permit required: a permit application shall be submitted indicating the size, content, location and dates of erection and removal. The permit fee shall be the same as that for a corresponding permanent sign as established by the Schedule of Fees and Charges except there shall be no fee for public or non-profit organizations such as schools and churches for promoting special events such as fund drives, fairs, festivals, sporting events.~~
- ~~6. ——— Moveable Signs are expressly prohibited.~~
- ~~7. ——— Banner type Promotion/Special Event Signs shall not be permitted within any district listed on the National Register of Historic Places.~~

~~H. Temporary Uses Signs for uses permitted by Section 4.6 shall be the same as Promotional/Special Event Signs in subsection G. of this section provided that the duration shall be the same as that of the specific Temporary Use.~~

11.6 Permitted Signage by District.

11.6.1 Permitted Signage by District.

The following permanently mounted signs and their related maximum dimensions are allowed subject to the issuance of a sign permit.

District	Ground Sign	Attached Sign	Permitted Illumination	Other Standards
Residential-Low Density (RL)	16 sq. ft.—4 ft. tall	16 sq. ft.	None permitted	
Residential-Medium Density (RM)	16 sq. ft.—4 ft. tall	16 sq. ft.	External illumination only	
Neighborhood Residential (NR)/Urban Residential (UR)	16 sq. ft.—4 ft. tall	16 sq. ft.	External illumination only	
Neighborhood Center (NC)	24 sq. ft.—6 ft. tall	10% of wall	External illumination only	Pedestrian Sign - 1 per business
Business District (BD)	24 sq. ft.—6 ft. tall Exceptions: Ground signs are not permitted on Main Street from Church Street to Russ Avenue; Ground signs shall be limited to 16 ft.—4 ft. tall along Wall Street from East Street to Howell Street	1 sq. ft. for each 1 linear ft. of wall frontage - maximum of 100 sq. ft.	Internal illumination permitted except within a National Register Historic District	Pedestrian Sign - 1 per business Marquee Sign - 11.7.6
Regional Center (RC)	48 sq. ft.—8 ft. tall	15% 10% of wall	Internal illumination permitted	Pedestrian Sign - 1 per business
Commercial Industrial (CI)	48 sq. ft.—8 ft. tall	15% 10% of wall	Internal illumination permitted	

11.6.2 Other Permitted Signage.

Development Type	Standard
Home Occupations (All Residential Districts)	8 sq. ft.
Master Development Sign Shopping Center or multi-tenant commercial Development (For Development 5 acres or greater) within RC and CI districts	160 sq. ft.—25 ft. tall—1 permitted per major road frontage
Master Development Sign Shopping Center or multi-tenant commercial Development (For Development 2 acres or greater) within NC, BD, RC, and CI districts	48 sq. ft.—8 ft. tall—1 permitted per major road frontage
Neighborhood Entrance Signs	Subject to Planning Board design approval 16 sq ft – 6 ft. tall. Two (2) signs shall be allowed per entrance up to a maximum of four (4) signs total per neighborhood.

Elementary and Secondary Schools	32 sq. ft.—8 ft. tall—May be Electronic Changeable Face Sign (See Section 11.7.4)—Must be static between one hour after dusk and one hour before dawn except during special events
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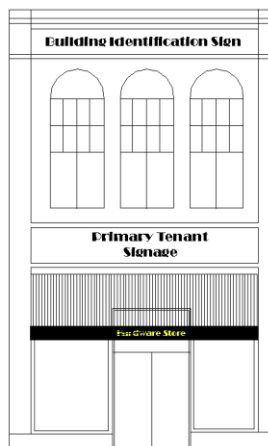
(Ord. No. O-15-13, 11-26-2013; Ord. No. O-21-21, § 1, 11-9-2021)

11.7. Signage Types

11.7.1 Ground Signs.

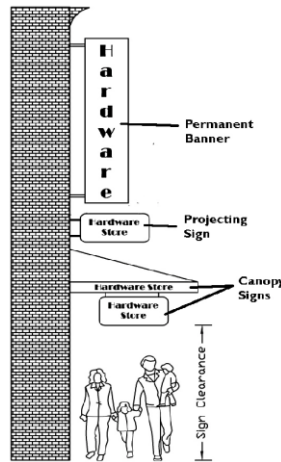
- A. All Ground Signs shall be located out of the street right-of-way or at least five (5) feet for [from] the edge of the Public Way whichever is greater.
- B. No Ground Sign shall be located in any required buffer yard, within a sight triangle as established by Sections 6.7.2 for streets and 9.8.3 for driveways or within 10 feet of a side property line.
- C. Ground signs shall include a base (min. 1 ft. in height) constructed of rock, brick, or other masonry material or permanent landscaping.
- D. Residential Neighborhood and Business District Entrance Signs shall be professionally designed and produced using high-quality materials. ~~and shall be appropriate in size, number and location for the neighborhood or district being identified as approved by the Planning Board following a public hearing.~~
- E. One (1) ground sign is permitted per building for and on each public street frontage provided that building directly fronts the public street, and no other principal building on the same property is situated between the building and the public street.

11.7.2 Attached (Includes Canopy, Projecting and Permanent Window Signs).



- A. The maximum permitted aggregate area of Attached Signs includes the area of any permanent Window Signs.
- B. Attached signage may not extend above the vertical wall to which the sign is attached or extend out into the street tree planting area or street side of the sidewalk.
- C. The preferred location for Attached Signs is between the first floor window and window sill of second floor, or on a sign frieze area of the building if original to the building. (Exception: Building identification which is an integral part of the building's design and architectural character shall not be considered a sign for the purposes of this standard.)

- D. Signs on Windows and Doors: Signage posted on windows and doors shall not exceed 25 percent of the window/door area.
- E. Maximum of 3 Signs Permitted: No more than three attached signs (excluding a single Pedestrian Sign where permitted) may be erected provided the total surface area permitted is not exceeded.
- F. Canopy/Awning Signs: Signs on awnings shall be considered Attached Signs. Maximum Awning Sign Area: 50 percent of awning area.
- G. Projecting Signs: Attached signs may not project more than four (4) feet from the façade of the building on which the sign is located.



- H. Clearance Required: The bottom of any attached sign, if extended from the façade of a building shall be at least eight (8) feet above any pedestrian walkway.
- I. Clearance from Curb/Street: Under no circumstance shall a sign or canopy/awning overhang any closer than 2 feet from the face of the existing curb.

11.7.3 Pedestrian.

- A. Pedestrian signs shall be hung perpendicular to the sidewalk and be generally centered between the edge of the building façade and the outside edge of the canopy or awning. In no case shall the sign project beyond the outside edge of the canopy or awning.
- B. The bottom of any pedestrian sign shall be at least eight (8) feet above any pedestrian walkway.

11.7.4 Electronic Changeable Face Signs (Permitted in RC and at Elementary and Secondary Schools Only).

Electronic changeable face signs are permitted as a component of otherwise permitted signage subject to the following standards.

- A. No electronic changeable face sign may change its message or copy, or any pictures or images that are part of the message, more frequently than once every minute.
- B. When the message of an electronic changeable face sign is changed mechanically, it shall be accomplished in three (3) seconds or less. When the message of an electronic changeable face sign is changed in an electronic manner, through the use of light emitting diodes, back lighting or other light source, the transition shall occur within two (2) seconds.
- C. The portion of the sign face of an electronic changeable face sign which accommodates multiple messages shall not exceed 50 percent (50%) of the total sign face area and may not

change its message or copy, or any pictures or images that are part of the message, more frequently than once every minute; the remaining portion shall be static.

- D. Electronic changeable face signs which are illuminated or which use electronic lighting to display message shall be subject to the restrictions and limitation applicable to illumination in this ordinance.
- E. There shall be located no more than one electronic changeable face sign per lot, and such sign shall be permitted only on a ground sign and not on any attached sign or window sign.

11.7.5 Portable Signs (Permitted in BD Only).

- A. A sign that is movable by a person without aid of a motor vehicle or other mechanical equipment
- B. Such signs shall be a minimum of 28 inches in height and a maximum of 48 inches in height. Such signs shall be a minimum of 18 inches in width and a maximum of 30 inches in width.
- C. Signs may be placed along the wall of the building or the curb in front of the building. The sign shall not encroach more than 3 feet into the public way and must allow a minimum of 3 feet of travel width. If there is on-street parking, the sign shall be placed parallel with the parking line to not impede passengers entering/exiting the vehicle.

11.8 Prohibited Signs

The following signs are prohibited:

11.8.2 Movable Signs.

A sign that may be moved from one location to another, is not permanently affixed to the ground, and is differentiated from a portable sign in that it may be equipped for transporting by motor vehicle or other mechanical means and includes sign referred to as trailer signs.

11.8.6 Signs on Roadside Appurtenances.

Signs attached to or painted on utility poles, telephone poles, trees, parking meters, bridges and overpasses, rocks, other signs, benches and refuse containers, ~~etc~~ or other public infrastructure are prohibited unless specifically allowed elsewhere in this chapter.

11.8.8 Pennants, Ribbons, Streamers, Ballons, ~~etc~~ and Feather Flags.

Signs containing or consisting of pennants, ribbons, streamers, balloons, greater than twelve (12) inches in diameter, spinners, feather flags or similar devices are prohibited. Signs which are intended to move, flap, or inflate either from the wind, air stream, or internal motor are prohibited.

~~11.8.10 Facsimile Signs~~

~~....No further changes to Chapter (Sections 11.9 Illumination or 11.10 Maintenance and Non-Conformities)~~

3. Amend Chapter 17 Definitions as follows:

17.4 Definitions, General

~~**Sign, Facsimile.** An over-sized, three-dimensional object, such as an automobile, human figure, etc. that may or may not contain advertising matter, and may or may not contain information about products sold on the premises, and is located in such a manner as to attract attention.~~

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

Development Services Department

9 South Main Street, Suite 110
Waynesville, NC 28786
Phone (828) 456-8647 • Fax (828) 452-1492
www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: September 7 and September 14 Sunday editions

Date: September 3rd, 2025

Contact: Alex Mumby, amumby@waynesvillenc.gov, (828) 452-0401

Notice of a Public Hearing Waynesville Town Council

Waynesville Town Council will hold a public hearing on **Tuesday, September 23, 2025, at 6:00 pm** in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC 28786, to consider:

1. Text amendments to Land Development Standards Chapter 4, 11, and 17 related to clarifications and updates to the signage ordinance.

For more information, contact the Development Services Department at: (828) 452-0401; email: amumby@waynesvillenc.gov; mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.



To: Waynesville Town Council
Meeting Date: August 18th, 2025
From: Alex Mumby, Land Use Administrator
Subject: Planning Board Report and Consistency Statement
Description: Text amendments related to signage
Ordinance Sections: Land Development Standards Chapters 4, 11, and 17

The Planning Board hereby adopts and recommends to the Town Council the following statement(s):

The Planning Board recommends the following revisions to the proposed text amendments

1. Removing the off premise signage bullet point for yard sale signs as this is redundant
2. Removing facsimile signs from the prohibited signs section
3. Removing the definition for facsimile signs

A motion was made by board member Tommy Thomas and seconded by board member Alex McKay that the proposed text amendments are consistent with the 2035 Comprehensive Land Use Plan and reasonable and in the public interest because they meet the following goals of the Comp Plan:

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

- Create walkable and attractive neighborhood and commercial centers
- Reinforce the unique character of Waynesville

Goal 5: Create opportunities for a sustainable economy

- Promote Waynesville's downtown districts, inns, restaurants, and reputation as the "Gateway to the Smokies"

The motion carried unanimously, 6:0

A second motion was made by board member Stuart Bass and seconded by board member Travis Collins to recommend the revised text amendments to the Town Council

The motion carried unanimously, 6:0

Ginger Hain 12 Sep 2025 Esther Coulter 9-12-25
Board Chair, Ginger Hain Date Esther Coulter, Administrative Assistant Date

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date 09/23/2025**

SUBJECT: Update Town of Waynesville Personnel Policy Article IV. Recruitment and Employment Section 2. Recruitment, Selection, and Appointment

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Human Resources Department
Contact: Page McCurry, Human Resources Director
Presenter: Page McCurry, Human Resources Director

BRIEF SUMMARY:

This council action request addresses the recent changes enacted by Session Law 2025-16, effective October 1, 2025, which mandates all counties and cities in North Carolina to conduct criminal history record checks for applicants seeking employment in positions that involve working with children. According to the new statutes (G.S. 153A-94.2(b) for counties and G.S. 160A-164.2(b) for cities), local governing boards are required to ensure that all applicants for these roles undergo a fingerprint-based criminal record check through the North Carolina State Bureau of Investigation (SBI).

The law highlights the need for municipalities to review and revise their personnel policies to align with these requirements, as they will apply to any position responsible for supervising, teaching, or caring for individuals under 18. Necessary actions include establishing procedures for submitting criminal history requests to the SBI and ensuring compliance with all legal obligations.

This request seeks council approval to move forward with the necessary policy updates and implementation processes to fulfill the new state law requirements efficiently and effectively. We request the council's support in these efforts to maintain the safety and well-being of children in our community through thorough vetting of applicants for relevant positions.

MOTION FOR CONSIDERATION:

Approve the implementation of the new criminal history record check requirements as mandated by Session Law 2025-16, effective October 1, 2025. This motion includes the following actions:

1. Adoption of Policy Updates: To revise our personnel policies and procedures to require criminal history record checks for all applicants for positions that involve working with children, in compliance with G.S. 153A-94.2(b) and G.S. 160A-164.2(b).

2. SBI Coordination: To designate appropriate personnel to coordinate with the North Carolina State Bureau of Investigation (SBI) for the execution of fingerprint-based criminal record checks, ensuring compliance with G.S. 143B-1209.26.

3. Training and Communication: To provide necessary training to staff involved in the hiring process regarding the new requirements and to communicate these changes effectively within the organization.

4. Review of Position Descriptions: To review and assess current job descriptions to identify positions that require the criminal history record check based on responsibilities involving work with individuals under 18 years of age.

5. Compliance Monitoring: To establish a process for ongoing monitoring and compliance with these new requirements.

FUNDING SOURCE/IMPACT: All Funds/\$38.00 per Background Check

Ian Barrett, Finance Director

Date

ATTACHMENT:

1. Coates' Canons Guidance Dated 8/26/25
2. Revised Personnel Policy Article IV. Recruitment and Employment Section 2. Recruitment, Selection, and Appointment
3. North Carolina SBI Compliance Monitoring and Coordination Documentation
4. Example of Job Description for an identified position
5. Example of Conditional Offer of Employment Letter for potential employees
6. List of Positions that are identified as having responsibilities involving work with individuals under 18 years of age
7. Training and Communication Memo and Standard Operating Procedure for Hiring Managers

MANAGER'S COMMENTS:

Coates' Canons NC Local Government Law

New Criminal History Record Check Requirements for Some County and City Job Applicants

Published: 08/26/25

Author: Kristi Nickodem

A new state law (Session Law 2025-16) enacted this summer will soon require all counties and cities in North Carolina to subject all applicants for positions that require working with children in any way to criminal history record checks conducted by the North Carolina State Bureau of Investigation (SBI). Read on to learn more about these new requirements, which are effective October 1, 2025.

What does the new law require counties and cities to do?

The new requirements for counties and cities are found in Part IV of Session Law 2025-16. For counties, the new statute is G.S. 153A-94.2(b). For cities, the new statute is G.S. 160A-164.2(b). Both new statutes impose the same requirements.

If a position being filled by a county or city “requires an applicant for employment to work with children in any capacity,” every board of commissioners and city council must require the applicant, if offered the position, to be subject to a criminal history record check conducted by the SBI. These checks must be conducted in accordance with G.S. 143B-1209.26, the statute which authorizes the SBI to provide a fingerprint-based state and national criminal record check to cities and counties.

How does this new requirement interact with existing state law regarding criminal history record checks for city and county employees?

For two decades, G.S. 153A-94.2 has authorized (but not required) boards of county commissioners to subject applicants for employment of any kind to a criminal history record check conducted by the SBI. G.S. 160A-164.2 has given the same authority to city councils.

These existing provisions remain in effect, and they continue to allow local governing boards to

require applicants to undergo criminal history record checks. What's new from S.L. 2025-16, as of October 1, is that local governing boards *must* require applicants for positions that will involve working with children to undergo a criminal history record check—regardless of whether the local governing board has such a requirement for other categories of applicants. Counties and cities should review their personnel policies and ordinances to ensure that the new requirements regarding positions that require working with children are properly reflected.

To which city or county positions will these new requirements apply?

This is the big question. The new statutory provisions—G.S. 153A-94.2(b) and G.S. 160A-164.2(b)—do not provide a list of covered positions. Instead, they simply state that these requirements apply to any position that “requires an applicant...to work with children in any capacity.”

The word “children” is not defined in these statutes. However, it would seem reasonable to assume that it aligns with the definition of “juvenile” in North Carolina’s Juvenile Code, which includes any person who is not yet 18 years old and is not married, emancipated, or a member of the Armed Forces. G.S. 7B-101(14).

Cities and counties will have to determine which applicants are covered by considering the expected job duties of each specific position and whether those job duties *require* working with children in any way. It seems apparent that these new statutory provisions will apply to any position where the employee will be responsible, to any extent, for supervising, transporting, interviewing, teaching, coaching, helping, or caring for individuals under the age of 18. In the local government context, this will likely include social workers, nurses and other medical staff, parks and recreation staff, EMS employees, librarians, and other roles, each depending on the nature of the specific position’s required job duties.

What must a city or county provide to the SBI for the criminal history record check?

When requesting a criminal history record check for an applicant, G.S. 143B-1209.26 requires a city or county to provide to the SBI:

- The fingerprints of the applicant;
- A form signed by the applicant consenting to the criminal record check and use of fingerprints and other identifying information required by the State and National Repositories of Criminal Histories;
- and any additional information required by the SBI.

An SBI website explaining the steps a county or city must take to access criminal history record information is available here: [NCSBI – Agency Access Agreement](#). Counties and cities should read and follow these steps carefully, including ensuring that any employee who may obtain or access criminal history record information understands and will comply with the terms of the SBI's agency access agreement.

For questions about the process, contact information for the SBI's Access Integrity Unit is available here: [NCSBI – Employers/NC Licensing Entities](#). More information about applicant fingerprinting is available here: [NCSBI – Fingerprinting](#).

How does the SBI criminal history record check process work?

The SBI uses fingerprints to search the state criminal history record file and forwards a set of fingerprints to the Federal Bureau of Investigation for a national criminal history record check. Counties and cities must pay a fee to cover the cost of the SBI's record check process (currently, \$38 for the combined national/state record check).

The city or county must keep all information that it obtains through the background check process confidential. [G.S. 143B-1209.26](#).

When should this occur during the county or city's hiring process?

A criminal history record check must only occur *after* the county or city has extended a conditional offer of employment to an applicant, pending the results of the check. In other words, a local government should not seek to run a criminal history record check *prior to* making a conditional offer for employment, nor should the local government wait until *after* an applicant has already started working in the position before seeking the criminal history record check.

When does this new requirement for counties and cities go into effect?

These requirements become effective October 1, 2025, and apply to offers of employment made on or after that date.

Do these new provisions require counties to get criminal history record checks for their *current* employees who work with children (i.e., employees hired prior to October 1, 2025)?

No, the requirements do not apply retroactively. They only apply to offers of employment made on

or after October 1.

What if a county or municipal employee is not *initially* hired into a position that requires working with children, but later transitions into such a position? Do these requirements apply at that time?

The statutes contemplate that an “applicant for employment” for a position that requires working with children must be subject to a criminal record history check. Accordingly, the answer as to when these requirements apply to a position change during the course of employment likely depends on whether an existing county or city employee is considered an “applicant” for a different position within the county or city. For example, a county might post a position that requires working with children and have multiple internal and external candidates apply for that position. If one of those internal candidates is the preferred applicant for the role, then the new G.S. 153A-94.2(b) arguably requires the county to subject the internal candidate (as an “applicant”) to a criminal history record check after making the candidate a conditional offer.

Do these new requirements apply to unpaid volunteers?

No. The new statutory provisions only apply to “applicant[s] for employment.”

May an applicant request a copy of their own criminal history record information?

Yes. By law, each individual has a right to review their own criminal history record information to ensure that it is complete and accurate. *See* 14B NCAC 18B .0404; 28 C.F.R. 20.34. The SBI has more information about how an individual may obtain a copy of their own state or national criminal history record here: [NCSBI – Personal Review](#).

This blog post is published and posted online by the School of Government for educational purposes. For more information, visit the School’s website at www.sog.unc.edu.

ARTICLE IV. RECRUITMENT AND EMPLOYMENT

Section 1. Equal Employment Opportunity Statement

The Town of Waynesville fosters, promotes, and maintains a consistent recruitment program to promote equal employment opportunity and to identify and attract the most qualified applicants for all vacancies. This intent is achieved through consistency in announcing all positions, evaluating all applicants on the same criteria, providing reasonable accommodations as needed, and by applying consistent testing methods when applicable. The Town shall select employees on the basis of the applicant's qualifications for the job and award them, with respect to compensation and opportunity for training and advancement, without regard to race, religion, color, gender, national origin, age, veteran status, marital status, political affiliation, sexual orientation, disability, genetic information, or on the basis of actual or perceived gender identity.

Section 2. Recruitment, Selection, and Appointment

Recruitment Sources. When job vacancies occur within the Town, the Human Resources department will be responsible for informing each department head and placing vacancy notices in conspicuous places where Town jobs are customarily posted such as the Town of Waynesville website. Postings for vacant positions may be posted internally and externally at the same time. Internal job postings will be listed in-house for at least five (5) working days. Current employees must file a written internal application with the Human Resources department to be considered for the vacant position. The Human Resources office is responsible for the distribution of vacancy notices that will provide a reasonable opportunity for all employees to be aware of vacancies.

Information on job openings and hiring practices may be provided to a variety of recruitment sources, including professional organizations and news media. Individuals shall be recruited from a geographic area as wide as necessary and for a period of time sufficient to ensure that well-qualified applicants are obtained for Town service. In rare situations because of emergency conditions, high turnover, etc., the Town may hire or promote without advertising the position, upon approval of the Town Manager.

Job Advertisements. Jobs may be advertised in local newspapers, professional publications, and other relevant publications to establish a diverse and qualified applicant pool. The North Carolina Division of Employment Security may also be used as a recruitment source. Employment advertisements shall contain assurances of equal employment opportunity and shall comply with Federal and State statutes.

Employment Application. All persons expressing interest in employment with the Town shall be given the opportunity to file an official Town of Waynesville application for employment for positions that are vacant. Applications will be accepted at any time a job vacancy exists. Applications may be submitted through [NCWorks](#) (formerly NC Office of Employment Security) or the Human Resources Department. All information provided on the application must be true and correct with the provision of false information being grounds for elimination from consideration and/or dismissal from Town employment. Additional disciplinary procedures can

be instituted as provided in G.S. 14- 3 and G.S. 14-122.1. (Adopted by the Mayor and Board of Aldermen, 10/7/98). The applications are typically screened and referred to the hiring department by Human Resources. The hiring department conducts interviews, checks references, and selects the candidate best qualified for the job. Both Human Resources and the Town Manager approve hires before job offers are made.

Applications will be kept in an inactive reserve file for a period of one year, in accordance with [Equal Employment Opportunity Commission](#) and [North Carolina Municipal Records Retention and Disposition schedule guidelines](#).

Selection. Department Directors, with the assistance of the Human Resources Director, shall make such investigations and conduct such examinations as necessary to assess accurately the knowledge, skills, and experience qualifications required for the position, including education verification and criminal history. All selection devices administered by the Town shall be valid measures of job performance.

Testing. Applicants for certain positions may be required to take various job-related tests which measure ability, aptitude, agility, or skill. The Town may also require a polygraph examination for law enforcement applicants. Law enforcement personnel will be required to have been administered a psychological screening examination by a clinical psychologist or psychiatrist licensed to practice in North Carolina in accordance with 12 NCAC 9B.0101. Law enforcement personnel who carry firearms may be subject to periodic evaluation for mental and physical fitness for duty. All tests given to applicants will be administered and evaluated by qualified individuals chosen by the Town and at the Town's expense. All tests administered will conform to all applicable legal regulations.

Medical Examination/Fitness for Duty. All applicants will be required to undergo a drug screening and physical examination by a licensed physician after receiving a conditional offer of employment. Such examinations will be at the expense of the Town.

Identification. All personnel employed by the Town must present a valid driver's license or other acceptable form of identification at the time of employment.

All new appointments to the Town will present proof of identification and employment eligibility before they are placed on the Town payroll. New appointments are required to present acceptable documentation in accordance with the [Immigration Reform and Control Act of 1986](#). The Human Resources department will be responsible for obtaining adequate identification to satisfy the requirements of the Act. Documentation will be maintained on file in accordance with the Act.

Background Checks. All employees who go through the Town's hiring process will complete a background check. Such background checks may also apply to internal candidates who are being considered for a promotion or transfer. A background check form is part of the onboarding paperwork and will be provided to those who are offered a position with the Town of Waynesville.

Background screening will not be used to disqualify someone or reduce the number of applicants for a position. Background checks are meant to reinforce a hiring decision and ensure candidates who have been selected for a job are suitable. Any person found guilty of driving while intoxicated/impaired, or any other felony within two (2) years of their application for employment with the Town of Waynesville, or during their employment with the Town of Waynesville, shall be disqualified from employment with the Town of Waynesville.

(Updated September 23, 2025).

Pursuant to SL 2025-16 Fostering Care in NC Act and in accordance with G.S. 143B-1209.26. and G.S. 160A-164.2.:

Beginning October 1, 2025, all employees who go through the Town's hiring process for any position with the Town that requires the employee to work with children in any capacity and if extended a conditional offer of employment for the position, must be subject to a criminal history record check of State and National Repositories of Criminal Histories conducted by the State Bureau of Investigation. The Town of Waynesville will consider the results of these criminal history record checks in its hiring decisions.

Appointment. Before any commitment is made to an applicant, either internally or externally, the Department Head shall make recommendations to the Human Resources Director regarding the salary requested and the reasons for selecting the candidate over other applicants. The Human Resources Director and Department Head shall make recommendations to the Town Manager regarding the candidate and starting salary of appointments for his/her approval.

Selective Service Compliance. All new appointments to the Town, who are U.S. male citizens, 18 to 26 years of age, must certify they have registered for Selective Service. This applies to all positions, whether full-time, part-time, or seasonal.

Applicants not in compliance are ineligible for employment. After notification of ineligibility, the applicant has thirty (30) days to provide the Town with information that he is now in compliance with the federal law.

The Town Manager may then give the applicant a hearing and if the applicant proves that the failure to register "was not a knowing and willful failure," he may be hired by the Town. This procedural requirement only applies to applicants hired by the Town after October 1, 1989 ([G.S. 143B-421.1](#)).

Americans with Disabilities Act (ADA) and Reasonable Accommodation. To ensure equal employment opportunities to qualified individuals with a disability, the Town of Waynesville will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require reasonable accommodation should contact the Human Resources Department.

The Town has designated a coordinator to handle issues related to [the Americans with Disabilities Act of 1990 \(ADA\)](#). All requests for reasonable accommodation, auxiliary

communication aids and services, alternative accessible formats for notices, policies, and other information, as well as complaints regarding the Town's ADA program should be directed to the ADA Coordinator:

Human Resource Department
Town of Waynesville
16 S. Main Street/PO Box 100
Waynesville, NC 28786
Telephone (828) 456-2028
Fax # (828) 456-2000

Any complaint or grievance relating to disability must be filed in writing directly with the ADA Coordinator, and can be appealed, if necessary, to the Town Manager.

Service Animals. The Town of Waynesville is responsible for assuring the health and safety of all employees. In keeping with this objective, the town does not permit employees to bring their household pets in city facilities where food is being prepared and/or served.

Employees should, in general, refrain from bringing pets to work. While an occasional short-term visit may be acceptable, depending on the location and circumstances, a regular and/or lengthy pet presence is prohibited. Animals may pose a threat of infection and may cause allergic reactions in other employees. Some employees may feel threatened or be distracted by the presence of animals, particularly dogs. In addition, the town wishes to prevent pets from fouling the office space or damaging city property.

An employee who requires the help of a service animal, defined per Federal Code 28 CFR 36.104 as "any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability", will be permitted to bring that service animal to the office, provided that the animal's presence does not create a danger to others and does not impose an undue hardship upon the town.

All dogs, permitted under the service animal exception, must always be leashed and be in the continuous full control of their owners. They should always be in the physical presence of the owner and in the owner's office or in the immediate workspace around the owner. An employee who brings an animal to the office is completely and solely liable for any injuries or damage caused by the animal. The town shall not be liable for loss or injury to any animal brought into the office.

Minimum Age Requirement. The minimum age for employment with the Town is eighteen (18) for all full-time positions. Exceptions to the minimum age are provided for under the law if the applicant procures an employment certificate from the Haywood County Health and Human Services Department and is hired in a part-time or seasonal capacity. For example: Lifeguards. No individual under the age of 16 will be employed by the Town of Waynesville in any capacity.

Section 3. Probationary Period

An employee appointed, promoted, or transferred to a regular position shall serve a probationary period. The probationary period serves as an extension of the selection process. It provides time for the employee to adjust and allows the supervisor time to ensure the new employee can satisfactorily meet performance expectations before granting regular status. Employees shall serve a six-month probationary period, except that sworn police and Department Directors shall serve a twelve-month probationary period. Employees hired as “trainees” shall remain on probation until the provisions of their traineeship are satisfied. During the probationary period, supervisors shall monitor an employee's performance and communicate with the employee concerning performance progress. Supervisors are encouraged to have an informal review with employees six months into a twelve-month probation.

Before the end of the probationary period, the supervisor shall conduct a performance conference with the employee to discuss accomplishments, strengths, and needed improvements. The supervisor shall recommend in writing whether the probationary period should be completed, extended, or the employee transferred, demoted, or dismissed. Probationary periods may be extended for a maximum of six additional months if performance is deemed unsatisfactory after the initial probationary period. Disciplinary action, including demotion and dismissal, may be taken at any time during the probationary period of a new hire without following the steps outlined in this policy.

During a performance evaluation prior to completion of the probationary period, the employee's immediate supervisor will indicate in writing the following:

1. That the employees' progress (accomplishments, strengths, and weaknesses) has been discussed with the new employee.
2. Whether the new employee is performing satisfactory work.
3. Whether the employee should be retained in the present position or should be released and whether the probationary period should be extended for up to an additional six (6) months. If an employee's probation is extended, a work plan for achieving satisfactory performance should be included with the evaluation, including specific requirements and/or parameters, such as expected time to complete certain tasks.

Following successful completion of the 6-month probationary period, an employee's pay will be adjusted to allow for an increase of (5%) in accordance with the Town's pay plan. Likewise, the employee becomes eligible to take accumulated vacation leave.

An employee serving a probationary period will receive all benefits provided in accordance with these policies except employees serving a probationary period following initial appointment will not be permitted to take vacation leave during the probationary period.

If a probationary employee is terminated during the probationary period, the employee will not be paid for accumulated vacation leave.

A promoted employee who does not successfully complete the probationary period may be transferred or demoted to a position in which the employee shows promise of success. If no such position is available, the employee shall be dismissed. Promoted and demoted employees who

are on probation retain all other rights and benefits such as the right to use the grievance procedures.

Probationary Period - Water/Wastewater Operations

An employee appointed to a regular apprenticeship position in Wastewater or Water Operations ultimately requiring State certification of a minimum grade C license or a class I certification will serve an extended probationary period to allow time for testing and written notification from the State, that the employee has successfully passed the certification process. This extended probationary period may last up to one (1) year but may not exceed one (1) year. Failure to pass the certification process within one (1) year will result in the apprentice being dismissed. Initial testing will occur approximately six (6) months following training. Upon receiving written certification from the State, pay will be adjusted in steps to achieve a pay increase of (5 %). Apprenticeship trainees will be hired at 10% below the regular starting rate. Following state certification, the apprentice will be promoted to Operator I and advanced to the minimum grade and step in accordance with the pay plan. Upon satisfactory completion of a 6-month period following promotion to an operator, the employee will be advanced by the pay steps necessary to allow for an increase of five (5%) of the current grade.

Probationary Period - Law Enforcement

Sworn law enforcement personnel are required to serve a 12-month probationary period (1 2 NCAC 9C.0302).

Section 4. Promotion

Promotion is the movement of an employee from one position to a vacant position in a class assigned to a higher salary grade. The Town strives to promote and provide career opportunities for its employees whenever possible. Therefore, when a current employee applying for a vacant position is the best suited of all applicants, that applicant shall be appointed to that position. The town will balance three goals in the employment process: 1) obtaining the best possible employee who will provide the most productivity in that position; 2) providing equal employment opportunity and a diversified workforce to the community; and 3) the benefits to employees and the organization of promotion from within. Therefore, except in rare situations where previous town experience is essential (such as promotions to Police Sergeant), or exceptional qualifications of an internal candidate so indicate, the Town will consider external and internal candidates rather than automatically promote from within. Candidates for promotion shall be chosen based on qualifications and their work records. Internal candidates shall apply for promotions using the internal application for employment.

Section 5. Demotion

Demotion is the movement of an employee from one position to a position in a class assigned to a lower salary range. Demotion may be voluntary or involuntary. An employee whose work or conduct in the current position is unsatisfactory may be demoted provided that the employee shows promise of becoming a satisfactory employee in the lower position. Such disciplinary demotion shall follow the disciplinary procedures outlined in this Policy.

An employee who wishes to accept a position with less complex duties and reduced responsibilities may request a voluntary demotion by using the same application process as external candidates. A voluntary demotion is not a disciplinary action and is made without using the above-referenced disciplinary procedures.

Section 6. Lateral Transfer

A Lateral Transfer is the movement of an employee from one position to another position in the same salary grade. If a vacancy occurs and an employee in another department is eligible for a transfer, the employee shall apply for the transfer using the usual application process. The Department Head wishing to transfer an employee to a different department or classification shall make a recommendation to the Town Manager with the consent of the receiving Department Head. Any employee transferred without requesting the action may appeal the action in accordance with the grievance procedure outlined in this Policy. An employee who has successfully completed a probationary period may be transferred into the same job classification without serving another probationary period.

Section 7. Commitment to Diversity, Inclusion, and Belonging

The Town of Waynesville is committed to fostering, cultivating, and preserving a culture of diversity, inclusion, and belonging.

Our human capital is the most valuable asset we have. The collective sum of the individual differences, life experiences, knowledge, inventiveness, innovation, self-expression, unique capabilities, and talent that our employees invest in their work represents a significant part of not only our culture, but our reputation and organizational achievement as well.

We embrace and encourage our employees' differences in age, color, disability, ethnicity, family or marital status, gender identity or expression, language, national origin, physical and mental ability, political affiliation, race, religion, sexual orientation, socio-economic status, veteran status, and other characteristics that make our employees unique.

The Town of Waynesville's diversity initiatives are applicable—but not limited—to our practices and policies on recruitment and selection; compensation and benefits; professional development and training; promotions; transfers; social and recreational programs; layoffs; terminations; and the ongoing development of a work environment built on the premise of gender and diversity fairness that encourages and enforces:

- Respectful communication and cooperation between all employees.
- Teamwork and employee participation, permitting the representation of all groups and employee perspectives.
- Work/life balance through flexible work schedules to accommodate employees' varying needs.

- Employer and employee contributions to the communities we serve to promote a greater understanding and respect for the diversity.

The Town of Waynesville is committed to taking the following actions in support of an inclusive workplace:

- Provide ongoing education and training to all employees on diversity, belonging, and inclusion topics.
- Support the creation and operation of a diversity, inclusion, and belonging council comprising employees from all levels of the organization.
- Provide all employees with a safe avenue to voice concerns regarding diversity, belonging, and inclusion in our workplace.
- Support flexible work arrangements that accommodate the different needs of all employees.
- Conduct periodic employee surveys and focus groups to identify the areas where our company supports inclusive practices, as well as where there is room for growth.

All employees of The Town of Waynesville have a responsibility to treat others with dignity and respect at all times. All employees are expected to exhibit conduct that reflects inclusion during work, at work functions on or off the work site, and at all other town-sponsored and participative events. All employees are also required to attend and complete annual diversity awareness training to enhance their knowledge to fulfill this responsibility.

All Town of Waynesville employees are also expected to support an inclusive workplace by adhering to the following conduct standards:

- Treat others with dignity and respect at all times, while not limiting the ability of employees to organize and engage in protected concerted activity regarding the terms and conditions of employment.
- Address and report inappropriate behavior and comments that are discriminatory, harassing, abusive, offensive, or unwelcome.
- Foster teamwork and employee participation, encouraging the representation of different employee perspectives.
- Seek out insights from employees with different experiences, perspectives and backgrounds.
- Avoid slang or idioms that might not translate across cultures.
- Support flexible work arrangements for co-workers with different needs, abilities and/or obligations.

- Confront the decisions or behaviors of others that are based on conscious or unconscious biases.
- Be open-minded and listen when given constructive feedback regarding others' perception of your conduct.

The Town of Waynesville will not tolerate unlawful discrimination, harassment or any behavior or language that is abusive.

Any employee found to have exhibited any inappropriate conduct or behavior against others may be subject to disciplinary action. Possible consequences include additional training, verbal and written warnings, suspension and termination of employment.

Employees who believe they have been subjected to any kind of discrimination that conflicts with the company's diversity policy and initiatives should seek assistance from a supervisor or an HR representative.

Nothing in this policy is intended to, nor should be construed to limit or interfere with employee rights as set forth under all applicable provisions of the National Labor Relations Act, including Section 7 and 8(a)(1) rights to organize and engage in protected, concerted activities regarding the terms and conditions of employment.



ROY COOPER
GOVERNOR

NORTH CAROLINA
STATE BUREAU OF INVESTIGATION

3320 GARNER ROAD
P.O. BOX 29500
RALEIGH, NC 27626-0500
(919) 582-8600



R. E. "CHIP" HAWLEY
DIRECTOR

STATE BUREAU OF INVESTIGATION
NON-CRIMINAL JUSTICE ACCESS AGREEMENT

North Carolina General Statute (NCGS): 143B-945 (City/County Government Employment)

This Agreement made and entered into by and between the North Carolina State Bureau of Investigation (hereafter referred to as "NCSBI") and the Agency named below

The Town of Waynesville
(hereafter referred to as "AGENCY") for the purpose and consideration hereafter set out:

I. Purpose:

The purpose of this Agreement is to outline the responsibilities of the NCSBI and the AGENCY regarding the proper care, custody, and control of all criminal history record information (CHRI) received by the Agency from the NCSBI as authorized by the North Carolina statute listed above.

II. Responsibilities of NCSBI:

- A. NCSBI agrees to provide the appropriate training to the AGENCY Administrator, or designee, as requested or needed for the above mentioned NCSBI system access.
- B. NCSBI agrees to notify the AGENCY Administrator of any changes in the record disseminated to the AGENCY Administrator, due to a court ordered expungement, which are discovered by NCSBI within ninety (90) days of dissemination of such record to the AGENCY Administrator.
- C. NCSBI will conduct a compliance audit of AGENCY regarding the handling and dissemination of CHRI. The audits are conducted on a three (3) year cycle.

III. Responsibilities of the AGENCY:

The AGENCY agrees to comply with the following policies and procedures:

- A. The AGENCY recognizes that the purpose for which it is authorized to receive CHRI is to assist in determining whether current employees or individuals applying for employment have any disqualifying information appearing on their criminal record.

- B. The AGENCY agrees that its use of CHRI is for this purpose alone and for no other, and that neither it, nor any of its employees, shall make any other or further use of such information, including confirming the existence or non- existence of a criminal record.
- C. The AGENCY understands that in order to obtain a state and national criminal history record check, only one (1) applicant fingerprint card shall be submitted to NCSBI for processing.
- D. The AGENCY must make requests in writing through the Authorized Official to the NCSBI. Requests from other AGENCY officials will not be honored. The applicant's/employee's complete name, sex, race, date of birth, social security number (optional) and any other descriptive data as shall be appropriate to identify the individual, shall be submitted on the fingerprint card provided by the NCSBI.
- E. The AGENCY understands the Authority for Release of Information form is not to be submitted to the NCSBI but shall be retained by the AGENCY for a period of one (1) year from the date the fingerprints are submitted to the NCSBI.
- F. The AGENCY understands that if the information contained in the CHRI is used to disqualify an individual, the CHRI shall be provided to the subject of the record and afforded an opportunity to provide additional information or challenge the accuracy of the information. Any individual wishing to correct, complete or otherwise challenge a CHRI record must avail themselves of the procedures set forth in the Division of Criminal Information (DCI) administrative procedures. (14B NCAC 18B .0404).
- G. With the exception of Section III, Paragraph E noted above, the AGENCY understands that under no circumstances shall CHRI obtained from NCSBI and FBI be released to or reviewed by anyone other than the AGENCY.
- H. The AGENCY understands that an individual should not be presumed to be guilty of any charge/arrest for which there is no final disposition reflected in the CHRI.
- I. The AGENCY agrees that the CHRI will not be received or sent by email or fax. The AGENCY agrees to contact the NCSBI for approval before initiating use of an electronic system intended to store any CHRI received by the NCSBI.
- J. The AGENCY agrees to comply with the most recent version of the FBI's *Criminal Justice Information Services (CJIS) Security Policy* and, if applicable, the *Security and Management Control Outsourcing Standard for Non-Channeler*.
- K. The AGENCY agrees to notify the NCSBI in writing prior to entering a contract with a third party for outsourcing services that will require the third party to have access to CHRI supplied by the NCSBI and/or the FBI.
- L. The AGENCY shall be responsible for the security and privacy of the CHRI received by it or received by any private contractor pursuant to a specific agreement with the AGENCY.

- M. The AGENCY understands the CHRI shall be kept under lock and key, separate from the Personnel Files. The CHRI shall only be available to the Authorized Officials as set forth in this access agreement.
- N. The AGENCY shall be responsible for reviewing AGENCY policies and knowing what data can and cannot be used as grounds for denying or terminating employment in accordance with standards in the appropriate enabling legislation referred to above.
- O. The AGENCY understands that NCSBI and the FBI maintains only those criminal records for which an individual is required by law to submit to the fingerprinting process; consequently, there are criminal records maintained by other states or local agencies that are not on file with the NCSBI or the FBI.
- P. **If state and national**, the AGENCY agrees to pay the fee of thirty-eight (\$38.00) dollars for every criminal record check. The AGENCY understands it will be billed at the end of each month for the amount due. The AGENCY will return a copy of the invoice with the AGENCY's check in the amount of the total payment due. The payment is due the following month. The AGENCY's check should be made payable to the North Carolina State Bureau of Investigation and mailed to:

NC State Bureau of Investigation
Attention: Business Office
Post Office Box 29500
Raleigh, North Carolina 27626-0500

- Q. **If state ONLY**, The AGENCY agrees to pay the fee of ten dollars (10.00) for each name check or fourteen dollars (14.00) for every fingerprint card processed by SBI, which reflects the cost of providing the CHRI record. The AGENCY understands it will be billed at the end of each month for the amount due. The AGENCY will return a copy of the invoice with the AGENCY's check in the amount of the total payment due. The payment is due the following month. The AGENCY's check should be made payable to the North Carolina State Bureau of Investigation and submitted.

IV. Penalties/Liability

The NCSBI reserves the right to terminate this Agreement upon determining that the AGENCY has violated any applicable law, rule or regulation or has violated the terms of this Agreement. The Agency agrees to indemnify and to absolve of liability the North Carolina Department of Public Safety, NCSBI, and its officials and employees from and against any and all claims, demands, actions, suits, and proceedings by others, against all liability including but not limited to any liability for damages by reason or arising out of any false arrest or imprisonment, employee action, or any action whatsoever, or against any lost, cost, expense, and damage, resulting therefrom, arising out of this Agreement, or breach of this Agreement, or NCSBI rules and regulations.

Complete required fields below

I certify that I have read and understand the terms of this Agreement with the North Carolina State Bureau of Investigation, Criminal Information and Identification Section, and I will uphold the Agreement.

Macon County, North Carolina

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

By: Brittany Angel
Printed Name of AGENCY Authorized Official

Brittany Angel
Signature of AGENCY Authorized Official

Date: 08.18.2025

Julia Page McCurry
Official Signature of Notary Public

Julia Page McCurry
Notary's Typed or Printed Name



My Commission Expires 07.21.2029

NCSBI OFFICIAL USE ONLY

This Access Agreement becomes effective on

8/19/2025

MONTH / DAY / YEAR

Approved by: Claudia Ayala

Denied by: _____

North Carolina State Bureau of Investigation (NCSBI)

Regulations Regarding Receipt of Criminal History Record Information (CHRI)

- Criminal History Record Information (CHRI) received from the NCSBI and the FBI (if applicable) must be kept locked and secured. It must be kept separate from personnel files. CHRI should only be available to the authorized officials listed by the agency.
- CHRI received by the agency should not be given to another agency or the applicant.
- If the applicant should need to challenge the accuracy or completeness of his/her North Carolina state record, he/she should contact the NCSBI, Civilian Services Unit, ciishelp@ncsbi.gov for a Right to Review. If the applicant should need to challenge the accuracy or completeness of any entry on his/her national record he/she should contact the FBI, Criminal Justice Information Services (CJIS) Division, ATTN: SCU, Mod. D-2, 1000 Custer Hollow Road, Clarksburg, WV 26306.
- CHRI should only be used for the original licensing, original hire/not hire decision. CHRI can change or be updated at any time and, therefore, should not be held for any other use.
- The Authority for Release of Information form (AFR) and the Electronic Fingerprint Submission Release of Information form (EFSR) should be maintained on file for one year at the agency.
- To dispose of the CHRI and the fingerprint card, either shred the information or burn it. It is not acceptable to discard CHRI without shredding the information. The agency should not have an outside agency do the shredding. Outsourcing is not recommended, *unless* an authorized official is present for the disposal of the documents.
- The NCSBI recommends that anyone with a felony conviction not have access to CHRI.
- If CHRI is received with an arrest that does not have a final court disposition, the clerk of court in the county the person was arrested in, must be contacted to obtain the disposition *before* denying employment.
- If the agency does not understand the meaning of a charge or a disposition, contact the clerk of court in the arresting county for a clarification.
- The NCSBI recommends doing a background check on all personnel that will be handling CHRI. If the North Carolina General Statute for the agency does not allow a background check, a public record check through the Administrative Office of the Courts can be conducted.
- Do NOT ask a law enforcement agency to conduct name checks for the agency. There must be an approved local ordinance in place for this process.
- Please keep a copy of the Access Agreement (AA) on file for audit purposes. Keep the original of the applicant's AFR and EFSR on file for one year. DO NOT give a copy of the AFR/EFSR form to another agency and do not create your own.
- Invoices will be mailed the first day of each month. For invoice questions and/or payments, please contact mpettengill@ncsbi.gov or 919-582-8552.
- To update authorized officials, please include a letterhead stating which authorized officials will be added and/or removed by contacting AIUhelp@ncsbi.gov. Each authorized official for the agency must sign and complete this form.
- The NCSBI's mailing address is:

NCSBI Criminal Information and Identification Section
Attn: Civilian Services
PO Box 29500 Raleigh, NC 27626
Fax number: 919-661-5977

Signature of Official Receiving CHRI Brittany Angel Date 8/18/25
Printed Name and Title of Official Brittany Angel HR Coordinator
Email bangel@waynesvillenc.gov
Agency Name Town of Waynesville
Address 16 S. Main Street / P.O. Box 100, Waynesville NC 28786
Agency Phone Number 828-456-2028
Agency's NCSBI's Access Agreement Number/OCA #/ORI # _____

PARKS & RECREATION PART-TIME CUSTODIAN



The mission of Waynesville Parks & Recreation is to promote quality recreation opportunities for all citizens of the greater Waynesville area by providing indoor and outdoor facilities and activities and to be a resource for those who seek to improve their quality of life through recreation.

WAYNESVILLE PARKS & RECREATION
DEPARTMENT
IS RECRUITING FOR



SCAN



PARK MAINTENANCE CUSTODIAN

*More
Information:*

WWW.WAYNESVILLENC.GOV

Compensation:

\$13.00/HOUR

10-19 HOURS PER WEEK

401K - OPTION AVAILABLE

Currently accepting applications.

Location:

16 South Main Street

Waynesville, NC 28786

APPLY IN PERSON OR ONLINE

WWW.WAYNESVILLENC.GOV/DEPARTMENTS/HUMAN-RESOURCES/CURRENT-VACANCIES

CALL SABRINA CALDWELL FOR MORE INFORMATION: 828-456-2030 EXTENSION 2503

PARKS & RECREATION PART-TIME CUSTODIAN

From: Human Resources Department

RE: Part-Time Park Maintenance Custodian
Parks & Recreation (Evenings & Weekends)

Salary: \$13.00 per hour

Date: July 29, 2025

Overview

We are seeking a part-time Park Maintenance Custodian to join our team in providing cleaning, light maintenance, and monitoring of public restrooms for the Town of Waynesville's Parks & Recreation Department.

The tasks listed below represent the primary responsibilities of this position. Management may assign additional duties as needed.

This position has been identified as a role that requires a North Carolina SBI criminal history record check based on responsibilities involving work with individuals under 18 years of age. The results of this record check will be used in the hiring decision for this position.

Responsibilities

- **Clean, sanitize, and restock public restrooms** at town parks and town locations.
- **Lock and unlock public restrooms** daily, based on park hours and scheduled events.
- Perform **litter cleanup**, trash removal, and inspection of general park conditions.
- Conduct **light maintenance**, including replacing light bulbs, minor repairs, and painting touch-ups.
- Monitor parks for **user needs, safety concerns, and facility issues**, especially during evenings and weekends.
- Assist with **installing, cleaning, and maintaining park signage** as needed.
- Perform **light landscaping tasks** such as weeding, trimming, watering, and sweeping entryways and sidewalks.
- Operate and maintain custodial tools, equipment, and assigned vehicles.
- Request needed supplies and maintain accurate records of tasks completed.
- Respond to public questions and report more complex issues to a supervisor.
- Complete assigned training to support job knowledge and public service.

PARKS & RECREATION PART-TIME CUSTODIAN

PHYSICAL AND DEXTERITY REQUIREMENTS:

- **Data Involvement:** Requires comparing work quality to standards.
- **People Involvement:** Requires taking direction and interacting with the public respectfully.
- **Tool Use:** Uses light tools and equipment, including landscaping and custodial gear.
- **Reasoning Ability:** Performs semi-routine tasks and handles minor issues independently.
- **Math & Language:** Basic reading and writing for checklists and work logs.
- **Mental Tasks:** Involves consistent attention to detail, following safety procedures, and situational problem-solving.
- **Medium work:** regular lifting (20–50 lbs.), walking, standing, and bending.
- Must be able to perform outdoor labor in varying weather conditions.
- Exposure to cleaning agents, trash, biohazards, dust/pollen, and routine noise levels.

VOCATIONAL/EDUCATIONAL PREPARATION:

Requires high school diploma, GED.

SPECIAL CERTIFICATIONS AND LICENSES:

Must possess a valid North Carolina driver's license.

ENVIRONMENTAL HAZARDS:

The job risks exposure to no known environmental hazards.

SENSORY REQUIREMENTS:

The job requires normal visual acuity and field of vision, hearing and speaking abilities.

JUDGMENTS AND DECISIONS:

Responsible for a few decisions affecting a few co-workers; works in a stable environment with clear and uncomplicated written/oral instructions but with some variations from the routine.

PARKS & RECREATION PART-TIME CUSTODIAN

ADA COMPLIANCE

The Town of Waynesville is an Equal Opportunity Employer. ADA requires the Town to provide reasonable accommodations to qualified individuals with disabilities. Prospective and current employees are invited to discuss accommodations.

Interested applicants may submit an application to:

Town of Waynesville,

Brittany Angel, HR Coordinator

Human Resources Department

16 S. Main Street

Waynesville, NC 28786

Or via email to bangel@waynesvillenc.gov

Applications will be accepted until filled



TOWN OF WAYNESVILLE

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

Town of Waynesville Conditional Offer of Employment

September 23, 2025

Mad Anthony Wayne
16 South Main Street
Waynesville, NC 28786

We are very pleased to conditionally offer you the position of Custodian for the Town of Waynesville's Parks and Recreation Division. I am extending a conditional offer of employment to include the following elements of compensation and benefits:

This is a full-time non-exempt position. We are offering you a starting base wage of \$31,818.79 per year paid biweekly. You will be eligible for a 5% increase in your salary at the end of a successful 6-month probationary period, as well as any cost-of-living increase approved by the Town Board. In addition, your compensation package includes benefits that will be explained to you in detail at onboarding.

The above offer of employment is **contingent upon (a) satisfactory North Carolina State Bureau of Investigation fingerprint based criminal background check (to include driving and criminal record histories) as required by G.S. 160A-164.2(b) for all Town of Waynesville applicants who will be working with children; (b) successful completion of a physical examination that includes a drug screen. The results of the criminal history checks will be considered in the Town's hiring decision.** Please contact Brittany Angel HR Coordinator at (828) 456-2028 or bangel@waynesvillenc.gov to schedule these required screenings. If you should have any questions please contact Page McCurry, HR Director at 828-452-2491 or pmccurry@waynesvillenc.gov.

We will agree upon an employment start date after satisfactory completion of a physical examination that includes a drug screen. Please review the above items and if you agree, sign the statement of acceptance below. I trust you will make a significant contribution to our organization and community. We look forward to having you join our team!

STATEMENT OF ACCEPTANCE

I, _____, have read and understood the provisions of this offer of employment dated September 23, 2025, and I accept the above conditional job offer. I understand that my employment with the Town of Waynesville is considered at will, meaning that either the town or I may terminate this employment relationship at any time with or without cause or notice.

This offer shall remain open until Noon on September 25, 2025. Any acceptance postmarked after this date will be considered invalid.

Prospective Employee Signature

Date

Luke Kinsland, Parks & Recreation Director

Date



MEMORANDUM

TO: All Hiring Managers
FROM: Page McCurry, Human Resources Director
DATE: October 1, 2025
SUBJECT: Implementation of New Criminal History Record Check Requirements (SL 2025-16)

This memo is to inform you of new requirements for criminal history record checks for employment, as mandated by North Carolina Session Law 2025-16. This law is effective **October 1, 2025**, and applies to all counties and cities in North Carolina.

What is the new requirement? Effective immediately, every applicant for a position that "requires an applicant for employment to work with children in any capacity" must be subject to a criminal history record check. This check is conducted by the North Carolina State Bureau of Investigation (SBI).

How does this change the hiring process? We are now required to extend a **conditional offer of employment indicating the requirement of a criminal history record check conducted by the SBI** to a candidate for an applicable position. The final offer of employment is contingent upon the results of the criminal history record check.

Handling of Criminal History Record Information (CHRI) As an agency, the Human Resources Department has a responsibility to handle all CHRI in a secure and confidential manner. We must adhere to the following regulations:

- CHRI must be kept locked and secured and kept separate from personnel files.
- CHRI should only be available to authorized officials.
- CHRI should not be given to another agency or the applicant.
- The information can be used only for the original hiring decision.
- To dispose of CHRI and fingerprint cards, you must either shred or burn the documents.

For more detailed instructions, please refer to the attached Standard Operating Procedure.



Standard Operating Procedure New Criminal History Record Check Requirements

Purpose

This SOP outlines the required steps for hiring managers to ensure compliance with North Carolina Session Law 2025-16, which mandates criminal history record checks for all applicants offered a position that involves working with children.

Procedure

Step 1: Identify Positions Requiring a Criminal History Record Check

- All positions that "requires an applicant for employment to work with children in any capacity" are subject to this procedure. This includes, but is not limited to, roles in parks and recreation, emergency services, and other positions that work with youth in the community.

Step 2: Extend a Conditional Offer of Employment

- Before the background check is initiated, a conditional offer of employment must be created by the Human Resources Department and made to the selected applicant by the hiring manager.
- The offer must explicitly state that employment is contingent upon the successful completion of the required criminal history record check.

Step 3: Initiate the Criminal History Check Process

- The HR Coordinator will provide the applicant with the "Electronic Fingerprint Submission Release of Information Form" and the "Privacy Act Statement".
- The applicant must complete and sign the release form.
- The authorized official in the Human Resources Department must sign and date the form and check the applicant's photo identification.
- The applicant is then responsible for taking the completed form to a law enforcement agency to have their fingerprints taken and electronically submitted to the SBI.

Step 4: Receive and Review the Results

- The results of the criminal history check (CHRI) will be sent to the designated authorized official within the Human Resources Department.
- Only the authorized official is permitted to access this information.

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



Robert W. Hites Jr., Town Manager
Martha Bradley, Town Attorney

Step 5: Make a Final Hiring Decision

- The results of the criminal history check can be considered in the hiring decision.
- If a decision is made not to hire the applicant based on the results, the proper procedure for notifying the candidate must be followed.

Step 6: Storage and Security of Information

- All CHRI must be stored separately from the applicant's personnel file.
- The Authority for Release of Information (AFR) and Electronic Fingerprint Submission Release of Information (EFSR) forms must be kept on file for one year.
- The information must be kept in a locked and secured location.

Step 7: Disposal of Records

- CHRI must not be held for any other use and can be updated at any time.
- When the information is no longer needed, it must be properly disposed of by shredding or burning to protect confidentiality.

Effective as of October 1, 2025

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



Robert W. Hites Jr., Town Manager
Martha Bradley, Town Attorney

Positions Requiring a SBI Criminal History Record Check

All positions within the Parks & Recreation Department.

All positions within the Fire Department.

All positions within the Police Department.

Positions within Public Works, Administration, Finance and Development Services that participate in youth community education and youth career fairs.

Effective as of October 1, 2025

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: September 23, 2025**

SUBJECT: Reassignment of Jan Grossman and Jessi Stone. Appointment of Jan Grossman as Regular Member and Jesse Stone as Alternate Member of the Zoning Board of Adjustment (ZBA).

AGENDA INFORMATION:

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

BRIEF SUMMARY:

On August 12, 2025, the Town Council appointed two new members- Jessi Stone and Mary Ford- to the Zoning Board of Adjustment (ZBA), replacing former Regular Members- Henry Kidder and Joshua Morgan.

Per Waynesville's *Boards and Commissions Manual*, "Vacancies shall be filled for the remainder of the unexpired term of the person being replaced." Since departing members were Regular Members of the ZBA, the newly appointed individuals were appointed as Regulars in their place, per the *Manual*.

However, Jessi Stone has expressed desire to serve as an alternate member in order to observe and learn quasi-judicial procedures. In turn, Jan Grossman, a current alternate member, expressed interest in being a regular ZBA member. Jan has served on the ZBA since March 11, 2025, and previously served on the Planning Board. This reassignment would better align both members' experience with the roles on the ZBA.

MOTIONS FOR CONSIDERATION:

1. Reassignment of Jan Grossman as a Regular Member and Jessi Stone as an alternate member of the Zoning Board of Adjustment.

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. ZBA Roster

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Zoning Board of Adjustment (ZBA)

Name	First Appointed	Proposed Term Expires	Residency	Address	City/State/ZIP	Primary Phone	Add'l Phone	Email
MEMBERS								
Mary Ford	8/12/2025	6/30/2028	Town	321 Love Lane	Waynesville, NC 28786	828-246-1433		miford1978@hotmail.com
Jessi Stone	8/12/2025	6/30/2028	Town	256 Chelsea Road	Waynesville, NC 28786	828-550-9978		jessi@pisgahlegal.org
Edward Moore (Vice-Chair)	7/24/2018	6/30/2027	Town	1554 Crymes Cove Road	Waynesville, NC 28786	828-734-4879		gemgcm1@charter.net
John Mason	3/26/2024	6/30/2026	Town	127 Balsam Drive	Waynesville, NC 28786	941-374-7660		masonmdmba@gmail.com
Sam Hyde	3/27/2024	6/30/2027	Town	675 N. Main Street	Waynesville, NC 28786	828-399-0503		sam@hbwlaw.com
ALTERNATES								
ETJ								
Jan Grossman	3/11/2025	6/30/2028	Town	21 Auburn Road	Waynesville, NC 28786	828-564-3216		jangrossman@hotmail.com
Carly Pugh	11/26/2024	6/30/2026	Town	632 Brown Avenue	Waynesville, NC 28786	828-772-1988		carlygpugh@gmail.com
STAFF								
Elizabeth Teague						456-2004		eteague@waynesvillenc.gov
Olga Grooman						356-1172		ogrooman@waynesvillenc.gov

5 members serving 3-year term

If ETJ member is one of five primary members, must be appointed by Haywood County Board of Commissioners

Minimum of 3 alternates - 2 from Town, 1 from ETJ - succeed any member who is absent, resigns, or whose term expires

All ETJ members must be appointed by Haywood County Board of Commissioners for Planning and Zoning Boards

Meetings held on 1st Tuesday, 5:30pm @ Town Hall, 9 South Main Street

Authority: NCGS § 160A-388 / LDS 4/21/11

updated 12-22-22- CP

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

SUBJECT SRF Loan/Grant application for Browning Branch and Little Champion Pump Station

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Wastewater

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY During the spring funding cycle, McGill Associates drafted a State Revolving Loan application to fund the Little Champion Pump Station. The Town was expecting to receive considerable loan forgiveness due to its status as a Helene storm victim and Distressed Community. The application was funded however the State provided no "Principal Forgiveness". The \$8.7 million dollar loan would have added \$450,000 annual payment to our sewer fund. The State informed McGill's grant writers that new funding directed at governments impacted by Helene would be introduced on a short fuse. They stated that there was much more opportunity for the Town to receive considerable loan principal forgiveness under that program rather than the one we had received a loan offer. Thanks to the background work that McGill had done on the \$8.7 million dollar loan, they were able to apply for the new loan on the short notice given by the State. As it turned out, the State only receive 16 applications which meant that more money was available per government. The application was drafted and submitted. We should hear if we were selected on September 18th. McGill is requesting that Waynesville compensate them \$4,000 for the application. In addition to the new Little Champion Loan application, they recommend that we contract with them to prepare a loan application with the opportunity for loan forgiveness to rebuild the Browning Branch Water Pump Station. This is a station that has served its purpose and needs redesign and rehabilitation. The water pump station funding comes from a different funding source than the sewer loan/grants we have been targeting for Little Champion Sewer Pressure Pump Station. The attached proposal outlines their services in preparing a competitive application that should score very highly in the State's process. The costs for preparing these grants is significantly reduced from previous proposals due to the background material that the grant writers accumulated when they prepared the original Little Champion loan application. McGill proposes to draft the Browning Branch water loan application for \$6,500. The proposal for both applications is \$10,500. One application will be funded through the sewer fund and the other, through the water fund.

MOTION FOR CONSIDERATION: Approve McGill's proposal

FUNDING SOURCE/IMPACT Water and Wastewater

ATTACHMENTS: McGill Associates Proposal

MANAGER'S COMMENTS: Given our preliminary scoring of our Little Champion Loan request, we should be provided with considerable loan principal forgiveness. Hopefully, we will receive similar positive scoring of the Browning Branch application as well. My sense is that Waynesville should take advantage of all these Helene targeted grant/loan programs because with no Federal grant funding coming North Carolina's way over the next few years, grant and loan funds will dry up for the Western part of the State.

July 22, 2025

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

RE: State Revolving Fund Helene Funding Applications for Fall 2025
Funding Application Assistance
Town of Waynesville, North Carolina

Dear Mr. Hites:

McGill Associates greatly values the opportunity to assist the Town of Waynesville with the development of two (2) separate State Revolving Fund (SRF) Helene Funding Applications to the NC Department of Environmental Quality – Division of Water Infrastructure (NCDEQ-DWI). The projects include Little Champion Pump Station and Sewer Improvements and Browning Branch Water Booster Pump Station. We understand that the Town is seeking assistance in the procurement of necessary documentation, forms, and resolutions to fulfill a complete application for DWI review. We propose to provide the following scope of services:

SCOPE OF SERVICES

1. Review the proposed project scope with Town staff and assist the Town in evaluating the best strategies for preparing a well-rounded application that supports and maximizes DWI scorecard points.
2. Meet with Town Staff and communicate via email to explain the application process requirements, timeline expectations and final submission.
3. Complete the Funding Applications and present the completed application to Town staff for final review prior to submission.
4. On behalf of the Town of Waynesville, McGill will submit the final application for funding to DWI ahead of the August 1st, 2025, deadline for the Little Champion project. The Browning Branch application will be submitted in November.

BASIS OF COMPENSATION

McGill Associates proposes to complete the scope of services above on a lump sum fee in the amount of \$10,500.00. Lump sum fees will be billed monthly based on percent complete. We appreciate the opportunity to provide our services and look forward to working with you on future endeavors.

Browning Branch Pump Station Elevation	\$6,500.00
Little Champion Sewer Improvements	<u>\$4,000.00</u>
	\$10,500.00

If you find this proposal acceptable, please sign below and execute the attached Consulting Services Agreement and return them both to our office. Please do not hesitate to contact me or Christyn Fertenbaugh (984-227-1182) if you have any questions or need additional information.

Sincerely,
McGILL ASSOCIATES, PA

MARK CATHEY, PE
Vice President – Regional Manager

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

ACCEPTED:

Rob Hites

Town Manager
TITLE

DATE

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

CONSULTING SERVICES AGREEMENT

This contract entered into this 22nd day of July, 2025 by and between **Town of Waynesville**, hereinafter called the Client, and McGill Associates, PA;

Witnesseth that:

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

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

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

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

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

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

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

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

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

9. Limitation of Liability: McGill Associates liability for Client's damages will, in aggregate, not exceed the total fees paid by the Client for the Scope of Services referenced herein or \$50,000 whichever is greater. This provision takes precedence over any conflicting provision of this Agreement or any documents incorporated into it or referenced by it. This limitation of liability will apply whether McGill Associates liability arises under breach of contract or warranty; tort, including negligence; strict liability; statutory

Client: Town of Waynesville

Authorized Signature:

liability; or any other cause of action, and shall include McGill Associates' directors, officers, employees and subcontractors. At additional cost, Client may obtain a higher limit prior to commencement of services.

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

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

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

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

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

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

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

17. Attachments to this document:

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

McGill Associates, P.A.

Authorized Signature:

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

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