

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: August 11th, 2026 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER – Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. Approve July 28th, 2026 Regular Meeting Minutes
 - b. Budget Amendment for the Parks & Recreation Department
 - c. Budget Amendment for the Public Works Department
 - d. Rescind/Repeal Town Ordinance
 - e. Updates to building inspection enforcement ordinances
 - f. Call for a Public Hearing for a text amendment to revise to the Table of Uses, LDS Section 2.5.3, for August 25, 2026.
 - g. Approval of CLG Grant contract with Rowhouse and BLEW Engineering
 - h. Appointment of Kaleb Beaver to the Downtown Waynesville Commission
 - i. Part-Time Engineer Classification added to Pay/Class Table
 - j. WCU Student Filming Special Event Permit
 - k. Appointment to the Zoning Board of Adjustment

Motion: To approve the consent agenda as presented

E. PUBLIC HEARING

3. Public Hearing to consider the Community Infrastructure Program Grant Application for Walnut Trail Bridge Rehabilitation Project

- Breanna Jaquish, Grants Manager

Motion: Council approval to apply for Community Infrastructure Program Grant.

F. NEW BUSINESS

4. Budget Amendment for fiscal year end 2026

- Ian Barrett, Finance Director

Motion: Approve the budget amendment.

5. Approval of Design-Build Agreement for Municipal Solar Photovoltaic & Battery Energy Storage System

- Laura Yonkers, Deputy Director of Public Works-Sustainability

Motion: To authorize the Interim Town Manager to execute the Design-Build Agreement with Rhino Renewables Solar & Electric, LLC for Phase 1 design services for the Municipal Solar Photovoltaic and Battery Energy Storage System and authorize the Interim Town Manager to negotiate and return to the Board with a Maximum Guaranteed Price contract amendment for Phase 2 construction following completion of design.

6. Consideration of Resolution Implementing a Fats, Oils, and Grease (FOG) Management Program Under the Town's Existing Sewer Use Ordinance

- Laura Yonkers, Deputy Director of Public Works-Sustainability

Motion: Move to adopt Resolution implementing the Town of Waynesville Fats, Oils, and Grease Management Program under the authority of the Town's existing Sewer Use Ordinance and directing the POTW Director, or authorized designee, to administer the program.

7. Budget Amendment for Public Works

- Hutch Reece, Deputy Director of Public Works-Operations

Motion: Approve the Budget Amendment

8. Appointment to the Environmental Sustainability Board

- Councilmember Chuck Dickson

Motion: A motion to appoint _____ to the Environmental Sustainability Board.

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

August 11, 2026

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G. COMMUNICATION FROM STAFF

9. Manager's Report

- Interim Town Manager, Rick Howell

10. Town Attorney's Report

- Town Attorney, Martha Bradley

H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

I. ADJOURN



TOWN OF WAYNESVILLE

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 16 South Main Street
 Waynesville, NC 28786
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www.waynesvillenc.gov

2026 CALENDAR

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

2026	
Tues, August 25	Town Council Meeting – Regular Session
Friday, September 4 th	First Friday-5-8pm on Main Street
Tues, September 8	Town Council Meeting – Regular Session
Tues. September 22	Town Council Meeting – Regular Session
Sat. October 10	Church Street Art and Craft show 10am-5pm
Tues. October 13	Town Council Meeting – Regular Session
Tues. October 27	Town Council Meeting – Regular Session
Saturday October 31	Treats on the Street-5-7pm
Tues. November 10	Town Council Meeting – Regular Session
Tues. November 24	Town Council Meeting – Regular Session
Sat. December 5	Christmas Tree Lighting 5pm
Mon. December 7	Waynesville Christmas Parade 6-7pm
Tues. December 8	Town Council Meeting – Regular Session
Sat. December 12	A Smoky Mountain Christmas 6-9pm

Board and Commission Meetings – August 2026

ABC Board	ABC Office – 52 Dayco Drive	August 18 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	August 4th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month- September 15 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	August 18 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	August 6 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	August 5 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	August 17 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	August 13 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	August 17 3 rd Monday 5:30 PM
Tree Advisory Board	Public Services-129 Legion Drive	2nd Thursday of the month, Quarterly @ 6:30pm October 8 th , 2026, January 14 th , 2027, and April 8 th , 2027
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	August 26 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
July 28, 2026

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, July 28, 2026, 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 6:02 pm with the following members present:

Mayor Gary Caldwell
Mayor Pro Tempore Chuck Dickson
Councilmember Jon Feichter
Councilmember Julia Boyd

The following staff members were present:

Page McCurry, Interim Town Manager
Jesse Fowler, Deputy Town Manager
Martha Bradley, Town Attorney
Candace Poolton, Town Clerk/Assistant to the Manager
Laura Yonkers, Deputy Director of Sustainability
Luke Kinsland, Recreation Director
Elizabeth Teague, Development Services Director
Ricky Bourne, Public Services Director
Cody Stiles, Water Treatment Plant Superintendent
Cody Parton, Assistant Fire Chief
Beth Gilmore, DWC Executive Director

The following members of the media were present:

Paul Nielsen, The Mountaineer

Others Present: Quorum of DWC Members-no action taken

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that there will be a Mountain Street Dance this Friday, August 7th, and the next Council meeting will be August 11th.

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 Boyd, to remove item 3. “Firefighter Hiring Recognition”, and to approve the agenda as amended. The motion passed unanimously.

D. CONSENT AGENDA

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

2.
 - a. Motion to approve June 23rd, 2026 Regular Meeting Minutes
 - b. Motion to call for a Public Hearing for August 25, 2026, to consider a request for annexation for the 0.59-ac property at 1221 Dellwood Road, Waynesville, NC 28786 (PIN 8616-49-2973).
 - c. Motion to accept an amendment to the Town of Waynesville’s service agreement with Electronic Office in the amount of \$16,920 annually.
 - d. Motion to appoint Jason Tankersly to the Environmental Sustainability Board
 - e. Motion to renew Forest Steward’s Contract to Manage Watershed
 - f. Motion to appoint Luke Knudson to the Historic Preservation Commission
 - g. Motion to approve the Memorandum of Agreement with the North Carolina League of Municipalities, and its subcontractor, The MAPS Group, to conduct a comprehensive Classification and Pay Study for the remaining positions and part-time positions for a total fee of \$22,600.00 plus estimated expenses.
 - h. Motion to approve the revised FY 2026–2027 Parks & Recreation Department Fee Schedule as presented, with an effective date of August 1, 2026.
 - i. Motion to approve the Salamander Scavenger Hunt on Main Street RFP
 - j. Motion to approve the attached addendum to the contract with SAM Managed Geospatial Services
 - k. Motion to approve the budget amendment to move the Waynesville Public Art Commission restricted donations to the new public art commission line.
 - l. Motion to approve the reclassification of the Part-Time Wastewater Treatment Plant Operator position to a Part-Time Laboratory Technician position.
 - m. Motion to approve the contract with Enterprise G, Inc. for the Sanctuary Drive Culvert Replacement and Road Repair Project in the amount of \$240,141.00 and authorize the Town Manager to execute the contract and any associated project documents consistent with the approved budget and applicable procurement requirements.
 - n. Motion to approve the Apple Harvest Special Event Permit

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

E. PRESENTATION

3. Placer.ai report
 - Beth Gilmore, Executive Director of the Downtown Waynesville Commission

DWC Executive Director Beth Gilmore presented the first of her quarterly reports on the Placer.ai data for the Main Street District. She explained that most of the visitors are from outside the MSD, and that employment has recovered since COVID. She summarized the data:

- The MSD is not driven by residents
- There is no residential growth in the MSD
- The MSD is attracting less unique outside visitors, but the people visiting are frequently re-visiting, spending an average of \$1.6 million a year.
- MSD is a healthy employment center.

Ms. Gilmore said they have used the data for grant reporting and will be using it to apply for grants. Councilmember Dickson suggested disseminating helpful data to store owners. Ms. Gilmore said they will be adding report data to the MSD monthly newsletter. Councilmember Dickson requested that the Recreation Department presents a Placer report as well.

F. NEW BUSINESS

4. Lead Service Line Inventory Project Funding Acceptance and consultant Selection.

- Laura Yonkers, Deputy Director of Public Works-Sustainability, and Cody Stiles, Water Treatment Plant Superintendent

Deputy Director Laura Yonkers requested approval for the financing of the Town's Lead Service Line inventory project, and that the Town continues its partnership with 120Water to develop and maintain the Town's lead service line inventory, including mapping and database management for lead and galvanized service lines. She explained that the funding supports the Town's compliance with federal Lead and Copper Rule requirements while significantly reducing the financial burden of independently funding the lead service line inventory project.

A motion was made by Councilmember Dickson, seconded by Councilmember Boyd, to approve acceptance of the funding offer from the North Carolina Division of Water Infrastructure through the State Revolving Fund Lead Service Line Replacement Program for the Waynesville Lead Service Line Inventory Project, and authorize the Town Manager to execute all documents necessary to secure and administer the funding as well as continue its partnership with 120Water to provide the predictive modeling, database management, and service line identification services needed to maintain compliance with state and federal Lead and Copper Rule requirements. The motion passed unanimously.

5. Social District Maps and Signs

- Jesse Fowler, Deputy Town Manager

Deputy Manager Jesse Fowler presented mapping and signage for the recently established Social District. He said that following the approval of the map and signage, the Town can begin permitting this social district to exist permanently. Mr. Fowler said the maps will be on the website and the informational kiosks. He said the total cost for all print materials would be \$27,094, with the DWC budget paying for half, and the other half coming from the Streets Department line item. Councilmember Dickson said it would be more environmentally friendly to have a metal cup that could also be commemorative.

A motion was made by Councilmember Boyd, seconded by Councilmember Feichter, to approve for distribution and installation of the Town's new social district maps, decal signage, and pole mounted signs. The motion passed unanimously.

6. Schedule an interview for ZBA applicant

- Candace Poolton, Town Clerk/Assistant to the Manager/PIO

Councilmembers Dickson and Boyd agreed to interview the ZBA applicant, Kenneth Dambrosio.

G. COMMUNICATION FROM STAFF

7. Manager's Report

- Interim Town Manager, Rick Howell

Interim Town Manager Rick Howell thanked staff and Council. He commended Public Works staff with the work they've done with the Wastewater Treatment Plant projects. He said he will be investigating additional funding opportunities to help with Waynesville's resiliency. He said that Council will have some expenditures coming when they implement their Fat, Oil, and Grease (FOG) program. Mr. Howell also thanked Ian and his staff because they got the audit submitted on time, which can be a challenge. He warned Council that Rocky Mount's restriction of the ability for municipalities to transfer any money from Gas or Electric funds to General fund could extend state-wide. Mr. Howell announced that Development Services Director Elizabeth Teague is retiring August 19th and that Olga Grooman will serve as Interim Director until after interviews are conducted.

8. Town Attorney's Report

- Town Attorney, Martha Bradley

Nothing to report.

H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Boyd expressed appreciation for Assistant Town Manager Page McCurry for stepping in as interim manager.

I. ADJOURN

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to adjourn at 6:50pm. The motion passed unanimously.

ATTEST:

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 08.11.2026**

SUBJECT: Budget Amendment for the Parks & Recreation Department

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Parks & Recreation Department
Contact: Luke Kinsland
Presenter: Luke Kinsland

BRIEF SUMMARY: Funds were originally earmarked for another project that did not come to fruition. The Town Manager approved using the \$ 11,000 in the last fiscal year to install a tall half-court fence at the basketball courts at East Street Park.

MOTION FOR CONSIDERATION: Approval of Budget Amendment

FUNDING SOURCE/IMPACT: General Fund Balance



Ian Barrett, Finance Director

08.04.26

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. _O-29-26

Amendment No. 4 to the 2026-2027 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2026-2027 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	\$11,000
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Increase the following appropriations:

Parks & Recreation Department	\$11,000
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Adopted this 11th day of August 2026.

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: 08.11.2026**

SUBJECT: Budget Amendment for the Public Works Department

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Public Works Department
Contact: Ricky Bourne
Presenter: Ricky Bourne

BRIEF SUMMARY: The Town of Waynesville's Lead Service Line Inventory Project has received approval for a reimbursement-based \$1 million loan through the Division of Environmental Quality (DEQ). This is a 0% interest loan with a 2% fee applied to the total funding amount, repayable in 5 years.

MOTION FOR CONSIDERATION: Approval of Budget Amendment

FUNDING SOURCE/IMPACT: General Fund Balance

	08.04.26
Ian Barrett, Finance Director	Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-30-26

Amendment No. 5 to the 2026-2027 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2026-2027 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:

General Fund Balance	\$1,000,000.00
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Increase the following appropriations:

Public Works Department	\$1,000,000.00
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Adopted this 11th day of August 2026.

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: 11 August 2026**

SUBJECT: Rescind/Repeal Town Ordinance

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Police

Contact: Chief David Adams

Presenter: Chief David Adams

BRIEF SUMMARY:

We are asking the Council to rescind **Town Ordinance Sec. 42-1. – Begging.** Based on case law, we believe this ordinance is no longer enforceable. This is in reference to Reynolds v Middleton where the 4th Circuit stated there is no question panhandling and solicitation of charitable contributions are protected speech. Statue in NC does allow a town the right to regulate begging but it would not stand up to constitutional challenges.

MOTION FOR CONSIDERATION: Rescind Town Ordinance Sec.42.-1. – Begging.

FUNDING SOURCE/IMPACT: (must have approval by Finance Director prior to submission to the Board)

Ian Barrett, Finance Director

Date

ATTACHMENTS:

MANAGER’S COMMENTS AND RECOMMENDATIONS:

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date:

SUBJECT: **Updates to building inspection enforcement ordinances**

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Legal
Contact: Martha Bradley
Presenter: **Martha Bradley**

BRIEF SUMMARY: During this summer’s short session, the General Assembly adopted revisions to Chapter 160D providing additional legal remedies to developers and/or property owners against municipalities for administrative land development regulation decisions and increasing the statute of limitations within which those claims may be filed in court.

MOTION FOR CONSIDERATION:

- 1) Motion to approve the proposed revisions to sections 10-117 and 10-122 of the Town of Waynesville Code of Ordinances on its first reading
- 2) Motion to place the proposed revisions on the consent agenda for the August 25, 2026 meeting of the Town Council for a second reading and final adoption pursuant to G.S. § 160A-175(b)

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

- 1) Current ordinances
- 2) Proposed revised ordinances
- 3) Pertinent sections of SL2026-41 revising Chapter 160D

COMMENTS AND RECOMMENDATIONS: Drafts were reviewed by Elizabeth Teague, David Kelley, and Tom Maguire, and the current proposal reflects their input and revisions.

The need for these updates became apparent during conversations with Development Services / Code Enforcement staff concerning enforcement of the Electrical Code during the construction of various residences in the new Valleywood Farms subdivision being developed by D.R. Horton. While the statute establishing authority to enforce the Building Codes through an inspections department gives the Town broad authority to direct, review, control, and even stop work on construction sites, the risk of legal actions by developers or property owners as a result of enforcement actions continues to increase as a result of changes to Chapter 160D.

The Town’s previous ordinances did not outline a clear framework for escalation of code violations through a delineated hierarchy of escalating consequences. As a result, the appearance of inconsistent outcomes for similar violations could expose the Town to liability for claims of arbitrary, capricious, or discriminatory enforcement actions.

Sec. 10-117. Duties and powers.

- (a) It shall be the duty of the inspection department to enforce all of the provisions of this chapter and of the regulatory codes adopted in this chapter, and to make all inspections necessary to determine whether or not the provisions of this chapter and such codes are being met.
- (b) Other duties and responsibilities of the inspection department and of the inspectors in the department shall be to enforce within the town, state and local laws relating to:
 - (1) The construction of buildings and other structures;
 - (2) The installation of such facilities as plumbing systems, electrical systems, heating systems, refrigeration systems and air conditioning systems;
 - (3) The maintenance of buildings and other structures in a safe, sanitary and healthful condition; and
 - (4) Other matters that may be specified by the Town Council.

These duties shall include the receipt of applications for permits and the issuance or denial of permits, the making of any necessary inspections, the issuance or denial of certificates of compliance, the issuance of orders to correct violations, the bringing of judicial actions against actual or threatened violations, the keeping of adequate records, and any other actions that may be required in order adequately to enforce those laws. The Town Council shall have the authority to enact reasonable and appropriate provisions governing the enforcement of those laws.

- (c) Inspectors are also authorized, empowered and directed to enforce all the provisions of this chapter and the regulatory codes adopted in this chapter.
- (d) Inspectors shall have the right of entry on any premises within the jurisdiction of the inspection department, at all reasonable hours, for the purpose of inspection or other enforcement action, upon presentation of proper credentials.
- (e) Whenever any building or structure or part is being demolished, constructed, reconstructed, altered or repaired in a hazardous manner or in substantial violation of any state or town building law, or in a manner that endangers life or property, the codes administrator or other authorized inspector may order the specific part of the work that is in violation or presents such a hazard to be immediately stopped. The stop order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons and the conditions under which the work may be resumed.
 - (1) The owner or builder may appeal from a stop order involving alleged violation of the state building code or any approved local modification to the state commissioner of insurance or his designee within five days after the order is issued. The owner or builder shall give to the commissioner of insurance or his designee written notice of appeal, with a copy to the codes administrator or other authorized inspector. The commissioner of insurance or his designee shall promptly conduct an investigation and the appellant, and the inspector shall be permitted to submit relevant evidence. The commissioner or his designee shall as expeditiously as possible provide a written statement of the decision setting forth the facts found, the decision reached and the reason for the decision. Pending the ruling by the commissioner of insurance or his designee on an appeal, no further work shall take place in violation of a stop order.
 - (2) In the event of dissatisfaction with the decision, the person affected shall have the options of appealing to the state building code council, or appealing to the superior court as provided in G.S. 143-141.

(Code 1987, § 150.51; Ord. No. O-28-24, § 2, 6-11-2024)

Sec. 10-122. General right to appeal.

Unless otherwise provided by law, appeals from any order, decision or determination by a member of the inspection department pertaining to the state building code or other state building laws shall be taken to the commissioner of insurance or his designee or other official specified in G.S. 143-139, by filing a written notice with him and with the inspection department within a period of ten days after the order, decision or determination. Further appeals may be taken to the state building code council or to the courts as provided by law.

(Code 1987, § 150.97)

Sec. 10-123. Remedies.

Whenever any violation is denominated a misdemeanor under the provisions of this chapter, the town, either in addition to or in lieu of other remedies, may initiate any appropriate action or proceedings to prevent, restrain, correct or abate the violation or to prevent the occupancy of the building or structure involved.

(Code 1987, § 150.98)

State law reference(s)—Similar provisions, G.S. 160D-1123.

ORDINANCE NO. 28-26

ORDINANCE AMENDING THE TOWN'S BUILDING REGULATIONS CONCERNING BUILDING INSPECTIONS AND BUILDING CODE ENFORCEMENT

WHEREAS, the Town of Waynesville has the authority, pursuant to N.C.G.S. §§ 143-139 and 160A-175 and Article 4 of Chapter 160D of the North Carolina General Statutes, to adopt ordinances to facilitate the inspection of buildings both already existing and under construction and to enforce the minimum standards established by the North Carolina State Building Code; and

WHEREAS, the Town Council heard the proposed ordinance twice as required by N.C.G.S. § 160A-175(b) on August 11, 2026 and on August 25, 2026 to impose a criminal penalty for violation of a stop work order; and

WHEREAS, a recent increase in the amount of construction activity within the Town of Waynesville's jurisdiction and revisions to N.C.G.S. § 160D-405 (Session Law 2026-41) has made updates to the Town's inspections and code enforcement ordinances necessary to improve procedural clarity for both Town staff and the general public.

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON AUGUST 25, 2026, AND WITH A MAJORITY OF THE COUNCIL MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

Sec. 10-117. Duties and powers.

- (a) It shall be the duty of the inspection department to enforce all of the provisions of this chapter and of the regulatory codes adopted in this chapter, and to make all inspections necessary to determine whether or not the provisions of this chapter and such codes are being met.
- (b) Other duties and responsibilities of the inspection department and of the inspectors in the department shall be to enforce within the town, state and local laws relating to:
 - (1) The construction of buildings and other structures;
 - (2) The installation of such facilities as plumbing systems, electrical systems, heating systems, refrigeration systems and air conditioning systems;
 - (3) The maintenance of buildings and other structures in a safe, sanitary and healthful condition; and
 - (4) Other matters that may be specified by the Town Council.

These duties shall include the receipt of applications for permits and the issuance or denial of permits, the making of any necessary inspections, the issuance or denial of certificates of compliance, the issuance of orders to correct violations, the bringing of judicial actions against actual or threatened violations, the keeping of adequate records, and any other actions that may be required in order adequately to enforce those laws. The Town Council shall have the authority to enact reasonable and appropriate provisions governing the enforcement of those laws.

- (c) Inspectors are also authorized, empowered and directed to enforce all the provisions of this chapter and the regulatory codes adopted in this chapter.
- (d) Inspectors shall have the right of entry on any premises within the jurisdiction of the inspection department, at all reasonable hours, for the purpose of inspection or other enforcement action, upon presentation of proper credentials.
- (e) Whenever any building or structure or part is being demolished, constructed, reconstructed, altered or repaired in a hazardous manner or in substantial violation of any state or town building law, or in a manner that endangers life or property, the codes administrator or other authorized inspector may order the specific part of the work that is in violation or presents such a hazard to be immediately stopped. The stop order shall be in writing, directed to the person doing the work, and shall state the specific work to be stopped, the specific reasons and the conditions under which the work may be resumed.
 - (1) ~~The owner or builder may appeal from a stop order involving alleged violation of the state building code or any approved local modification to the state commissioner of insurance or his designee within five days after the order is issued. The owner or builder shall give to the commissioner of insurance or his designee written notice of appeal, with a copy to the codes administrator or other authorized inspector. The commissioner of insurance or his designee shall promptly conduct an investigation and the appellant, and the inspector shall be permitted to submit relevant evidence. The commissioner or his designee shall as expeditiously as possible provide a written statement of the decision setting forth the facts found, the decision reached and the reason for the decision. Pending the ruling by the commissioner of insurance or his designee on an appeal, no further work shall take place in violation of a stop order.~~
 - (2) ~~In the event of dissatisfaction with the decision, the person affected shall have the options of appealing to the state building code council, or appealing to the superior court as provided in G.S. 143-141.~~

(Code 1987, § 150.51; Ord. No. O-28-24, § 2, 6-11-2024; **Ord. No. _____, 8-25-2026**)

Sec. 10-122. General right to appeal.

~~Unless otherwise provided by law, appeals from any order, decision or determination by a member of the inspection department pertaining to the state building code or other state building laws shall be taken to the commissioner of insurance or his designee or other official specified in G.S. 143-139, by filing a written notice with him and with the inspection department within a period of ten days after the order, decision or determination. Further appeals may be taken to the state building code council or to the courts as provided by law.~~

~~(Code 1987, § 150.97)~~

Sec. 10-122. Enforcement Actions & Remedies.

- (a) *General.* Any violation of this chapter or the North Carolina State Building Code shall be subject to the remedies set forth in this section.
- (b) *Notice of Violation and Opportunity to Cure.*

- (1) Except where immediate enforcement is authorized under other provisions of this chapter or by applicable law, the Building Inspector shall issue a written notice of violation identifying the nature of the violation and the corrective action required.
- (2) A notice of violation order shall be delivered to the holder of the development approval and to the landowner of the property involved, if the landowner is not the holder of the development approval, by personal delivery, electronic delivery, or first-class mail and may be provided by similar means to the occupant of the property or the person undertaking the work or activity. The notice of violation also may be posted on the property.
- (3) The person providing the notice of violation shall certify to the local government that the notice was provided, and the certificate shall be deemed conclusive in the absence of fraud.
- (4) The responsible party shall be afforded a period of ten (10) calendar days from service of the notice to cure the violation.
- (5) The Building Inspector may extend the cure period for good cause shown, not to exceed an additional twenty (20) calendar days.

(c) *Correction Order.*

- (1) If the violation is not corrected within the time provided in subsection (b), the Building Inspector may issue a written correction order establishing a final deadline for compliance.
- (2) The correction order shall provide not more than ten (10) additional calendar days for compliance and shall state that failure to comply will result in the imposition of civil penalties and other remedies authorized by this section.

(d) *Stop Work Order.*

- (1) Whenever any work or activity subject to regulation pursuant to this Chapter or other applicable local development regulation or any State law delegated to the local government for enforcement purposes in lieu of the State is undertaken in substantial violation of any State or local law, or in a manner that endangers life or property, the Building Inspector may order the specific part of the work or activity that is in violation or presents such a hazard to be immediately stopped.
- (2) The order shall be in writing, directed to the person doing the work or activity, and shall state the specific work or activity to be stopped, the reasons therefor, and the conditions under which the work or activity may be resumed.
- (3) A copy of the order shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail.
- (4) The person or persons delivering the stop work order shall certify to the local government that the order was delivered and that certificate shall be deemed conclusive in the absence of fraud.
- (5) No further work or activity shall take place in violation of a stop work order pending a ruling on the appeal.

(6) Where a stop work order has been issued pursuant to this chapter, the remedies set forth in this section shall govern the enforcement of any underlying violation and any continued noncompliance with such order, subject to the owner's or builder's right to appeal.

(7) Violation of a stop work order shall constitute a Class 1 misdemeanor. The Building Inspector may also assess civil penalties or any other remedies as specified by this ordinance.

(e) *Civil Penalties.*

(1) Civil penalties may be assessed for failure to comply with any correction order or stop work order, and any penalties so assessed may be enforced against either or both the holder of the development approval or the property owner in the discretion of the Building Inspector.

(2) Notice of the assessment of civil penalties shall be provided in writing and may be issued separately or combined with a written notice of any correction order or any stop work order.

(3) Notice shall be delivered to the holder of the development approval and to the owner of the property involved (if that person is not the holder of the development approval) by personal delivery, electronic delivery, or first-class mail.

(4) Civil penalties shall be assessed as follows within any twelve (12) month period:

a. First violation: \$100.00 per day

b. Second violation: \$250.00 per day

c. Third and subsequent violations: \$500.00 per day

(5) Each day a violation continues shall constitute a separate offense.

(6) Civil penalties shall begin to accrue on the first day following expiration of the correction order deadline.

(7) Payment shall be due within ten (10) calendar days of written demand or citation.

(8) Any penalties assessed pursuant to this ordinance which remain unpaid after the due date may be recovered in a civil action in the nature of debt unless appealed pursuant to section 10-122 above.

(f) *Permit and Approval Consequences.* In addition to civil penalties, the Town may withhold inspections, approvals, or permits otherwise authorized under this chapter until violations are corrected.

(g) *Appeals.*

(1) Any person aggrieved by the issuance of any notice of violation or correction order or the imposition of civil penalties may appeal to the Zoning Board of Adjustment within ten (10) calendar days of the decision. Further appeal from the Zoning Board of Adjustment may be made as prescribed by G.S. 160D-405.

(2) Any person aggrieved by the issuance of a stop work order shall be taken to the State Fire Marshal or the State Fire Marshal's designee or other official specified in G.S. 143-139 by

filing a written notice with the State Fire Marshal and with the inspection department within a period of ten (10) days after the order.

State law reference(s)—Similar provisions, G.S. 160A-175(b), 160D-404, 160D-405, 160D-1114, 160D-1123, 160D-1125, 160D-1127, 160D-1206.

(Ord. No. _____, 8-25-2026)

Adopted this the 25th day of August 2026.

ATTEST:

Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

- (25) The Auditor is responsible for receiving reports of disbursements from local governments in accordance with G.S. 159-28(b1). The Auditor shall (i) develop and make available to local governments the forms required to be submitted under G.S. 159-28(b1) and (ii) annually send all reports it receives from local governments under this subdivision to the Local Government Commission and the Joint Legislative Commission on Governmental Operations.

...."

SECTION 39.3.(d) This section is effective when it becomes law and applies to local government budgets adopted, and disbursements occurring, on or after that date.

ANNEXATION/PROHIBITED AREA CHARACTERISTICS

SECTION 39.4.(a) G.S. 160A-58.54 reads as rewritten:

"§ 160A-58.54. Character of area to be ~~annexed~~annexed; exception.

...

(d) Notwithstanding the provisions of this section, a municipal governing board may not extend the municipal corporate limits to include any area that meets the criteria provided in subsection (a) of this section if the area, as a planned community, also meets all of the following:

- (1) Has a minimum of 1,000 contiguous acres.
- (2) Has the essential characteristics of a municipality, such as (i) a detailed plan of development, including residential and mixed-use properties, (ii) medical facilities, (iii) grocery stores, (iv) family recreational facilities, (v) schools, and (vi) a method of sharing expenses to support and maintain the area.
- (3) Has access to services on substantially the same basis as services provided within a municipality, including police protection, fire protection, solid waste collection, street maintenance, and water and sewer."

SECTION 39.4.(b) This section is effective when it becomes law.

LOCAL LAND DEVELOPMENT REGULATORY CHANGES

SECTION 39.5.(a) G.S. 160D-1403.1 reads as rewritten:

"§ 160D-1403.1. Civil action for declaratory relief, injunctive relief, other remedies; joinder of complaint and petition for writ of certiorari in certain cases.

(a) Civil Action. – ~~Except as otherwise provided in this section for claims involving questions of interpretation, in~~ In lieu of any remedies available under G.S. 160D-405 or G.S. 160D-108(h), a person with standing, as defined in subsection (b) of this section, may bring an original civil action seeking declaratory relief, injunctive relief, damages, or any other remedies provided by law or equity, in superior court or federal court to challenge the enforceability, validity, or effect of a local land development regulation for any of the following claims:

- (1) The ~~ordinance, local land development regulation,~~ either on its face or as applied, is unconstitutional.
- (2) The ~~ordinance, local land development regulation,~~ either on its face or as applied, is ultra vires, preempted, arbitrary or capricious, or is otherwise in excess of statutory authority.
- (3) The ~~ordinance, local land development regulation,~~ either on its face or as applied, constitutes a taking of property.
- (4) A decision implementing a local land development regulation by an administrative official or decision-making board is unconstitutional, on its face or as applied, is in excess of statutory authority, is ultra vires, preempted, arbitrary or capricious, made upon unlawful procedure, made in error of law, or is an abuse of discretion.

(a1) Appeals of Administrative Decisions. – If the decision being challenged under subsection (a) of this section is from an administrative official charged with enforcement or interpretation of a local land development regulation, the party with standing ~~must first may, but is not required to, bring any that claim that the ordinance was erroneously interpreted to the~~ applicable board of adjustment pursuant to G.S. 160D-405. An adverse ruling from the board of adjustment may then be challenged in an action brought pursuant to this subsection with the court hearing the matter de novo together with any of the claims listed in this subsection. Failure to appeal to the board of adjustment shall not be deemed a failure to exhaust administrative remedies for purposes of an action brought under this section.

(b) Standing. – Any of the following criteria provide standing to bring an action under this section:

- (1) The person has an ownership, leasehold, or easement interest in, or possesses an option or contract to purchase the property that is the subject matter of a final and binding decision made by an administrative official or decision-making board charged with applying or enforcing a land development regulation.
- (2) The person was a development permit applicant or a person applying for a development approval before the decision-making board whose decision is being challenged.
- (3) The person was a development permit applicant or a person applying for a development approval who is aggrieved by a final and binding decision of an administrative official charged with applying or enforcing a land development regulation.
- (4) An association, organization, society, or entity whose membership is comprised of an individual or entity identified in subdivision (1), (2), or (3) of this subsection and whose purposes are germane to the matter in controversy; provided, however, that an action brought by an association, organization, society, or entity under this subdivision may not seek damages that require individualized proof of injury to one or more individual members. An association, organization, society, or entity under this subdivision may seek a declaration that a tax, fee, or monetary contribution imposed for a development or development approval is illegal and, upon a final determination that it is illegal, the tax, fee, or monetary contribution shall be returned, as provided by G.S. 160D-106.

(c) Time for Commencement of Action. – Any action brought pursuant to this section shall be commenced within ~~one year after the date on which written notice of the final decision is delivered to the aggrieved party by personal delivery, email, or by first class mail~~ three years of the accrual of the cause of action. Such an action accrues when the party bringing the action first has standing to do so. A cause of action for the recovery of a tax, fee, or monetary contribution related to a land development regulation, as defined in G.S. 143-755, a development regulation, or a development or development approval, accrues upon the payment of the tax, fee, or monetary contribution.

(d) Joinder. – An original civil action authorized by this section may, for convenience and economy, be joined with a petition for writ of certiorari and decided in the same proceedings. The Rules of Civil Procedure govern the parties for the claims raised in the original civil action. The record of proceedings in the appeal pursuant to G.S. 160D-1402 shall not be supplemented by discovery from the civil action unless supplementation is otherwise allowed under G.S. 160D-1402(i). The standard of review in the original civil action for the cause or causes of action pled as authorized by ~~subsection (a) subdivisions (1), (2), and (3) of subsection (a)~~ of this section is de novo. The standard of review in the original civil action for any cause of action pled as authorized by subdivision (4) of subsection (a) of this section challenging a quasi-judicial

decision is the standard set forth in G.S. 160D-1402(j), and the court shall review the record made before the decision-making board. The standard of review of the petition for writ of certiorari is the standard established in G.S. 160D-1402(j).

(e) Action Not Rendered Moot by Loss of Property. – Subject to the limitations in the State and federal constitutions and State and federal case law, an action filed under this section is not rendered moot, if during the pendency of the action, the aggrieved person loses the applicable property interest as a result of the local government action being challenged and exhaustion of an appeal described herein is required for purposes of preserving a claim for damages under this section.

(f) Stays. – An appeal under this section is stayed as provided in G.S. 160D-405.

(g) Definitions. – ~~The definitions in G.S. 143-755 apply in this section.~~ In addition to the definitions set forth in G.S. 143-755, the following definitions apply to this section:

- (1) Decision implementing a local land development regulation. – Includes any of the following:
 - a. The grant or denial of a development approval, as defined in G.S. 160D-102, including any conditions imposed on the development approval.
 - b. An issuance or denial of a development permit, as defined in G.S. 143-755, including any conditions imposed on the development permit.
 - c. A decision made in response to an application or a request relating to a development permit, including a conditional zoning or rezoning decision.
 - d. A determination under G.S. 160D-403(b1).
 - e. A notice of violation, order, or other enforcement action issued by an administrative official or decision-making board.
- (2) Local land development regulation. – Includes the following legislative decisions made by a local government:
 - a. A development regulation, as defined in G.S. 160D-102.
 - b. A land development regulation, as defined in G.S. 143-755."

SECTION 39.5.(b) G.S. 1-54(10) is repealed.

SECTION 39.5.(c) G.S. 1-52 is amended by adding a new subdivision to read:

"(21) Actions contesting the validity of any zoning or unified development ordinance or any provision adopted under Chapter 160D of the General Statutes or other applicable law, other than an ordinance adopting or amending a zoning map. Such an action accrues when the party bringing the action first has standing to challenge the ordinance."

SECTION 39.5.(d) G.S. 160D-1405 reads as rewritten:

"§ 160D-1405. Statutes of limitation.

(a) Zoning Map Adoption or Amendments. – A cause of action as to the validity of any regulation adopting or amending a zoning map adopted under this Chapter or other applicable law or a development agreement adopted under Article 10 of this Chapter accrues upon adoption of the ordinance and shall be brought within 60 days as provided in G.S. 1-54.1.

(b) Text Adoption or Amendment. – Except as otherwise provided in subsection (a) of this section, an action challenging the validity of a development regulation adopted under this Chapter or other applicable law shall be brought within ~~one year~~ three years of the accrual of the action as provided in ~~G.S. 1-54(10).~~ G.S. 1-52(21). The action accrues when the party bringing the action first has standing to challenge the ordinance. A challenge to an ordinance on the basis of an alleged defect in the adoption process shall be brought within three years after the adoption of the ordinance as provided in ~~G.S. 1-54(10).~~ G.S. 1-52(21).

(c) Enforcement Defense. – Nothing in this section or in ~~G.S. 1-54(10)~~ G.S. 1-52(21) or G.S. 1-54.1 bars a party in an action involving the enforcement of a development regulation or in an action under G.S. 160D-1403.1 from raising as a claim or defense the enforceability or the invalidity of the ordinance. Nothing in this section or in ~~G.S. 1-54(10)~~ G.S. 1-52(21) or G.S. 1-54.1 bars a party that files a timely appeal from an order, requirement, decision, or determination made by an administrative official contending that the party is in violation of a development regulation from raising in the judicial appeal the invalidity of the ordinance as a defense to the order, requirement, decision, or determination. A party in an enforcement action or appeal shall not assert the invalidity of the ordinance on the basis of an alleged defect in the adoption process unless the defense is formally raised within three years of the adoption of the challenged ordinance.

...

(d) Quasi-Judicial Decisions. – ~~Unless specifically provided otherwise, Except as otherwise provided in G.S. 160D-1403.1 or any other law, a petition for review of a quasi-judicial decision shall be filed with the clerk of superior court by the later of 30 days after the decision is effective or after a written copy of it is given in accordance with G.S. 160D-406(j). When first-class mail is used to deliver notice, three days shall be added to the time to file the petition.~~

(e) Others. – Except as provided by this section, the statutes of limitations are as provided in Subchapter II of Chapter 1 of the General Statutes."

SECTION 39.5.(e) G.S. 160D-403 is amended by adding a new subsection to read:

"(b1) Interpretive Determinations. – Upon written request by a person listed under G.S. 160D-1403.1(b), a local government, acting through an administrative official or staff designated pursuant to subsection (b) of this section, shall issue a written determination regarding the applicability or interpretation of a development regulation enacted under the authority of this Chapter to a given state of facts. Upon issuance, the determination shall be binding on the local government and the person requesting the determination, unless the determination is altered or set aside by a decision-making board or a court of competent jurisdiction. The notice and posting requirements of subsection (b) of this section shall apply to any determination requested under this subsection."

SECTION 39.5.(f) G.S. 160D-405(b) reads as rewritten:

"(b) Standing. – Any person who has standing under G.S. 160D-1402(c) or G.S. 160D-1403.1(b), or the local government ~~government~~, may appeal an administrative decision to the board. An appeal is taken by filing a notice of appeal with the local government clerk or a local government official designated by ordinance. The notice of appeal shall state the grounds for the appeal."

SECTION 39.5.(g) G.S. 143-755 reads as rewritten:

"§ 143-755. Permit choice.

(a) If a development permit applicant submits a permit application for any type of development and a rule or ordinance is amended, including an amendment to any applicable land development regulation, between the time the development permit application was submitted and a development permit decision is made, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application. If the development permit applicant chooses the version of the rule or ordinance applicable at the time of the permit application, the development permit applicant shall not be required to await the outcome of the amendment to the rule, map, or ordinance prior to acting on the development permit. If an applicable rule or ordinance is amended after the development permit is wrongfully denied or after an illegal condition is imposed, as determined in a proceeding challenging the permit denial or the condition imposed, the development permit applicant may choose which adopted version of the rule or ordinance will apply to the permit and use of the building, structure, or land indicated on the permit application. Provided, however, any provision of the development permit applicant's chosen

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 11th, 2026**

SUBJECT: Call for a Public Hearing for a text amendment to revise to the Table of Uses, LDS Section 2.5.3, for August 25, 2026.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

While working on the adoption of the Rural Conservation District, staff noted some changes which would make the Table of Uses more user friendly, particularly for those who are not familiar with using it. This update was one of three updates which were included with the Rural Conservation District that Council asked to be separated out and sent back to the Planning Board. It was passed unanimously by the Planning Board while the other two were tabled.

The update includes the following:

- Changing PL for Permitted in Designated Locations to MU for Permitted in Mixed Use Overlays
- PC and CL were both used for Permitted on Corner Lots, and we have simplified it to only use CL.
- Adding RR to designate uses which are allowed in Railroad Overlay Districts.
- Using & and or to clarify where uses are allowed.

MOTIONS FOR CONSIDERATION:

To call for a public hearing for revisions to the Table of Uses for August 25, 2026.

FUNDING SOURCE/IMPACT:

There is no financial impact for this zoning text amendment.

ATTACHMENTS:

- Proposed Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

This is a call for public hearing only.

DRAFT ORDINANCE FOR TOWN COUNCIL CONSIDERATION

ORDINANCE NO. _____

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

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

WHEREAS, the Town of Waynesville has an adopted Comprehensive Plan, Waynesville 2035, Planning With Purpose,” which sets goals and provides a Future Land Use map to identify where certain types of growth and density should be allowed, and where growth should be restricted; and,

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendments to the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because they simplify how uses are coded in the Permitted Uses Table. Additionally, in making the LDS more clear, the text amendment will:

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

- Encourage in-fill, mixed use, and context-sensitive development; and,

WHEREAS, the Planning Board reviewed and held a public hearing on July 20, 2026, 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 May 11, 2026 at a special called meeting of the Waynesville Planning Board, and on _____, at the regularly scheduled meeting of the Town Council;

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

Amend Chapter 2 Tables of Uses to update the symbology as follows:

2.5.3 Table of Permitted Uses.

For uses permitted in the Railroad Overlay District (RR-O), see Section 2.6 Overlay Districts of the LDS.

	P	Permitted	CL	Permitted on corner lots only	MU	Permitted in Mixed Use Overlays	PS	Permitted subject to Additional Standards in Ch. 3	SUP	Special Use Permit Required (See Ch. 3 and Ch. 15)	RR	Permitted in Railroad Overlay	CD	Conditional District (See Ch. 3 and Ch. 15)	[-]	Not Permitted															
		Residential – Rural Conservation (RCON)	Residential—Low Density Districts (RL)				Residential—Medium Density Districts (RM)				Neighborhood Residential (NR)								Urban Residential (UR)			Neighborhood Center (NC)			Business District (BD)			Regional Center (RC)			Commercial Industrial (CI)
USE TYPES	RCON	CC-RL	EN-RL	FC-RL	HT-RL	CP-RM	D-RM	HM-RM	SW-RM	AC-NR	LL-NR	MS-NR	N-NR	PS-NR	PC-NR	RC-NR¹	SS-NR	WS-NR	EW-UR	H-UR²	HM-UR	NM-NC	PS-NC	RC-NC	CBD	H-BD	SM-BD	DJ-RC	HC-RC	RA-RC	CI
RESIDENTIAL																															
Dwelling—Single-Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Dwelling—Two-Family	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Dwelling—Townhome	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Dwelling—Cottage	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Dwelling—Multifamily	P	-	-	-	-	P	P	-	P	P	P	P	P	P	P	P	-	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Dwelling—Accessory	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	P	P	P	P	P	P	P	P	P	-
Family Care Home (6 or fewer residents)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Halfway Houses	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Home Occupation	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	P	P	P	P	P	P	P	P	P	-
Live-Work Units	-	MU & PS	-	-	-	-	MU & PS	-	MU & PS	-	MU & PS	MU or RR	MU & PS	-	-	MU & PS	-	MU & PS	CL or MU PS	MU & PS 1,2	CL & PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Manufactured Home Parks	-	-	-	-	-	-	-	-	-	SUP	-	RR & SUP	-	-	-	-	-	-	-	-	-	-	-	-	RR & SUP	RR & SUP	-	-	-	-	RR & SUP
Manufactured Housing	PS	-	-	PS	PS	PS	MU/PS	-	PS	PS	-	RR & SUP	PS	-	-	PS	-	-	-	-	-	-	-	-	RR & SUP	RR & SUP	-	-	-	-	RR & SUP
Residential Care Facilities (More than 6 residents)	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	P	P	P	P	P	P	P	P	P	-
Temporary Emergency Housing	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
LODGING																															
Bed and Breakfast Homes (Up to 4 Rooms)	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	P	P	P	P	P	P	P	P	P	-
Boarding House	-	-	-	PS	-	PS	-	-	PS	PS	PS	PS	-	-	-	-	-	PS	-	-	-	P	P	P	P	P	P	P	P	P	-
Inn (Up to 20/30 Rooms)	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	P	P	P	P	P	P	P	P	P	-
Hotel/Motels (More than 30 Rooms)	-	-	-	-	-	-	-	-	-	-	-	RR	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	RR
OFFICE/SERVICE																															
Animal Services	-	MU	-	MU	-	-	MU	-	-	-	-	-	-	-	-	-	-	MU	-	-	-	P	P	P	P	P	P	P	P	P	P
ATM	-	MU	-	-	-	-	MU	-	MU	-	MU	MU	MU	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	P	P	-
Banks, Credit Unions, Financial Services	-	MU	-	-	-	-	MU	-	MU	-	MU	MU	MU	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	P	P	-
Business Support Services	-	MU	-	-	-	-	MU	-	MU	-	MU	MU	-	-	-	MU 1	-	MU	CL or MU	-	CL	P	P	P	P	P	P	P	P	P	P
Child/Adult Day Care Home (8 or less persons)	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	-
Child/Adult Day Care Center (More than 8 persons)	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	P	P	P	P	P	P	P	P	P	-
Civic/Social/Fraternal Organization	-	-	-	-	-	-	-	PS	-	PS	PS	PS	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Construction and Maintenance Services	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Drive Thru Service	-	MU & PS	-	-	-	-	MU & PS	-	-	-	MU & PS	-	-	-	-	-	-	MU & PS	-	-	-	PS	PS	PS	SUP	SUP	SUP	PS	PS	PS	P
Dry Cleaning and Laundry Services	-	-	-	-	-	-	-	-	-	-	MU	MU	MU	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	P	P	P

Funeral Homes	-	MU	-	-	-	-	MU	-	MU	-	MU	-	-	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	P	P
Government Services	P	-	-	P	-	-	MU	CL	MU	-	MU	MU	MU	-	-	MU 1,2	-	MU	-	MU 1	MU	P	P	P	P	P	P	P	P	P
Kennels	-	-	PS	-	-	-	-	PS	-	PS	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS
Medical Outpatient Care Center	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	-
Personal Services	-	MU	-	MU	-	-	MU	-	MU	CL	MU	MU or RR	MU	-	-	MU 1	-	MU	MU 1,2,3	MU	MU	P	P	P	P	P	P	P	P	RR
Post Office	-	-	-	-	-	-	-	CL	MU	-	MU	-	MU	-	-	-	-	MU	-	-	-	P	P	P	P	P	P	P	P	-
Professional Services	-	MU	-	MU	-	-	MU	-	MU	CL	MU	MU or CL or RR	MU	-	-	MU 1	-	MU	CL or MU 1,2	MU	P	P	P	P	P	P	P	P	P	RR
Studio - Art, dance, martial arts, music	P	P	P	P	P	-	P	P	MU	P	MU	P	MU	-	-	P	-	MU	P	MU	P	P	P	P	P	P	P	P	P	-
COMMERCIAL																														
Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	
Alcoholic Beverage Sales Store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	
Auto Parts Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	P	P	P	
Bar/Tavern/Night Club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	-	
Cryptocurrency Mining Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Data Center Facility	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	
Drive-Thru Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	P	P	-	
Event Space	-	-	-	-	-	-	-	-	-	-	-	RR & SUP	-	-	-	-	-	-	-	-	-	-	-	RR & SUP	RR & SUP	-	-	-	RR & SUP	
Gas/Fueling Station	-	-	-	-	-	-	-	-	-	CL & PS	-	-	-	-	-	MU & PS 1	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS
General Commercial - Less than 100,000 sf	-	-	-	-	-	-	-	-	-	-	-	MU	MU	-	-	MU 1	-	MU	-	MU	-	P	P	P	P	P	P	P	-	
General Commercial - Greater than 100,000 sf	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	
Neighborhood Commercial (as defined in section 17.30 adopted 8/2018)	-	-	-	-	-	-	MU	-	MU	-	MU	RR	MU	-	-	MU 1	-	MU	MU 1,2	MU	-	-	-	RR	RR	-	-	-	RR	
Neighborhood Restaurant (as defined in section 17.30 adopted 8/2018)	-	-	-	-	-	-	MU	-	MU	-	MU	RR	MU	-	-	MU 1	-	MU	MU 1,2	MU	-	-	-	RR	RR	-	-	-	RR	
Outside Sales	-	-	-	-	-	-	-	-	-	-	-	-	MU	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	-	
Outside Storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	P	
Pawnshops	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	
Restaurant	-	-	-	-	-	-	-	-	-	-	-	MU	MU	-	-	MU 1	-	MU	-	-	-	P	P	P	P	P	P	P	-	
Vehicle & Heavy Equipment Sales/Rental	-	-	-	-	-	-	-	-	-	-	-	RR	-	-	-	-	-	-	-	-	PS	PS	-	RR	PS	PS	PS	PS	PS	
Vehicle Services -Minor Maintenance/Repair/Wash	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	
Vehicle Services - Major Repair/Body Work	-	-	-	-	-	-	-	-	-	-	-	RR	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	
Video gaming parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS & SUP	PS & SUP	PS & SUP	-
ENTERTAINMENT/ RECREATION																														
Amusements, Indoor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	-	
Amusements, Outdoor	-	-	-	-	-	-	-	-	-	-	-	RR	-	-	-	-	-	-	-	-	-	-	-	RR	RR	-	P	P	RR	
Billiard/Pool Hall	-	-	-	-	-	-	-	-	-	-	-	RR	-	-	-	-	-	-	-	-	-	-	-	RR	RR	-	P	P	RR	
Campground	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	
Cultural or Community Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P														

Waynesville, North Carolina, Code of Ordinances

Updated 4-1-25

Page 5 of 7

Forestry and Logging	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS
Forestry Support Services	P	-	-	P	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P
Produce Stands in Conjunction with Crop Production	P	-	P	P	P	-	P	-	P	P	—	RR	P	P	P	P	-	-	-	-	-	-	-	-	RR	RR	-	-	P	-	RR
Swine Farms	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
INFRASTRUCTURE																															
Wireless Communications Facility, Micro	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS
Wireless Communications Facility, Mini	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-	PS	PS	PS	PS	PS	PS
Wireless Communications Facility, Macro	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-	PS	PS	PS	PS	PS	PS
Monopole Wireless Communications Tower	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	-	SUP	SUP	SUP	SUP	SUP	SUP
Parking Lot/Structure - Principal use	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	-
Public Transportation Facilities	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Radio and Television Broadcasting Facilities (Except Towers)	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P
Utilities - Class 1	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities - Class 2	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P
Utilities - Class 3	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SUP	SUP	SUP	P

¹ Raccoon Creek Neighborhood Residential Mixed Use Overlay-2 (RC-NR-MXO-2): in addition to permitted uses in the underlying RC-NR district, "Government Services" are also permitted. No other uses noted as PL are allowed for this overlay.

² Hazelwood Urban Residential (H-UR) has three mixed-use overlay (MXO) districts with permitted uses as follows:
H-UR-MXO: all uses of the underlying H-UR district AND uses noted as PL.
H-UR-MXO-2: all uses of the underlying H-UR district AND uses noted as PL, EXCEPT "General Commercial - Less than 100,000 square feet."
H-UR-MXO-3: all uses allowed in the H-UR district, and ONLY "Professional Services." No other uses noted as PL are allowed for this overlay.

(Ord. No. 04-16, 6-14-2016; Ord. No. O-22-17, § 2, 11-28-2017; Ord. No. O-07-18, 5-22-2018; Ord. No. O-14-18, § 1, 8-28-2018; Ord. No. O-19-18, § 2, 10-9-2018; Ord. No. O-21-18, 11-13-2018; Ord. No. O-28-18, 11-27-2018; Ord. No. O-20-20, § 2, 10-27-2020; Ord. No. O-33-22, § 1, 11-8-2022; Ord. No. O-40-22, 12-13-2022; Ord. No. O-07-23, 2-14-2023; Ord. No. O-27-23, 5-23-2023; Ord. No. O-36-23, § 1, 9-12-2023; Ord. No. O-38-23, § 1, 9-12-2023; Ord. No. O-43-23, § 1, 11-14-2023; Ord. No. O-56-24, 12-10-24)

ADOPTED this _____ Day of _____, 2026.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 11th, 2026

SUBJECT: Approval of CLG Grant contract with Rowhouse Architects and BLE Engineering.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The North Carolina Certified Local Government Program provides resources for local governments to research and promote historic preservation. Part of this program are the CLG Grants which allow local governments to apply for assistance with National Register nominations for historic districts and buildings, special studies, and other projects that document and promote the preservation of properties with historic and architectural significance.

The Town of Waynesville was awarded a CLG grant to perform a building conditions assessment of the Municipal Building. The Council approved the contract with the State Historic Preservation Office (SHPO), and for staff to initiate an RFQ.

Rowhouse Architects and BLE Engineering were selected as the contractors for the project, and have been approved by SHPO. Their previous work includes the Flat Iron Hotel in Asheville and the Brookmont Lofts in Waynesville. Staff are seeking approval of the contract with Rowhouse and BLE so that they may begin work on the study.

MOTIONS FOR CONSIDERATION:

To approve the professional contract with Rowhouse Architects and BLE Engineering.

FUNDING SOURCE/IMPACT:

The total budget will be \$10,000 with a 40 percent of that being local match. The grant will provide \$6,000 and the Town will provide \$4,000. Grant match was approved in the professional services budget request for the Development Services Department in the FY 25-26 General Fund budget.



Ian Barrett
Finance Director

ATTACHMENTS:

- Contract

Project Description and Contract
Waynesville Municipal Building Conditions Assessment

funded by a
FY 2025 Federal Historic Preservation Fund Grant (P25AF01202)
and the
Town of Waynesville

This Project Description and Contract ("Contract") is hereby entered into by and between the **Town of Waynesville** (the "Grantee") and **Rowhouse Architects**. (the "Consultant"), referred to collectively as the "Parties."

A. CONTRACT DOCUMENTS: This Contract consists of the following documents:

- 1) This Contract
- 2) General Terms and Conditions (Attachment A)
- 3) Appendix for Contracts (Attachment B)
- 4) Scope of Work (Attachment C)
- 5) Services To Be Provided and Standards To Be Followed (Attachment D)
- 6) Time-Product-Payment Schedule (Attachment E)

B. CONSULTANT PERSONNEL:

Rowhouse Architects identifies **Jeff Dalton**, who meets the Secretary of the Interior's Professional Qualification Standards, as the individual who will have primary responsibility for conducting and supervising the project and reviewing all project products. The consultant shall perform project activities according to the *Secretary of the Interior's Standards for the Treatment of Historic Properties*. The Consultant shall obtain prior written approval of the Grantee and the State Historic Preservation Office prior to any change in primary responsibility for the project.

C. TIME SCHEDULE:

This Contract shall be effective on the date of signing and shall terminate on **April 30, 2027**. The project activities (the work of the consultant) shall be completed and submitted to the HPO by **March 31, 2027**. The final request for reimbursement of the grant funds should be submitted to the HPO by **May 31, 2027**. The attached Time-Product-Payment Schedule (Attachment E) is to be followed throughout the course of the project.

D. PROJECT BUDGET FOR PROFESSIONAL SERVICES:

The total amount to be paid by the Grantee to the Consultant under this Contract shall not exceed **\$10,000** including travel, equipment, and all other expenses.

It is understood that the Consultant is being employed as a professional and is an independent contractor and that payment for services constitutes a fee that excludes all employment taxes and related benefits. The Grantee will be responsible for providing appropriate IRS income statements (FORM 1099) for the Consultant.

E. PAYMENT PROCEDURES:

The Consultant will receive payment upon submission and approval of the items described in the Scope of Work (**Attachment C**) and in accordance with the project budget and the Time-Product-Payment Schedule (**Attachment E**).

The Consultant will submit the products and invoices directly to the State Historic Preservation Office (HPO) for review and approval. The address is Jennifer Cathey, Restoration Specialist, State Historic Preservation Office, Department of Natural & Cultural Resources Western Office, 176 Riceville Road, Asheville, NC 28805. Telephone, 828-250-3113; email: jennifer.cathey@dncr.nc.gov. *Invoices for all but the final product will be processed upon receipt of each product.* The invoice for the final product will be processed upon full review and approval of the final product by the HPO. The Grantee will receive the approved invoices from the HPO and upon receipt of an approved invoice will promptly make payment of the approved amount to the Consultant.

F. TERMINATION BY GRANTEE OF CONTRACT FOR CAUSE:

If the Consultant fails to fulfill in a timely and proper manner his/her obligations under this Contract, or if the Consultant violates any provisions of this Contract, the Grantee, with the concurrence the State Historic Preservation Office, shall have the right to terminate the Contract for cause by giving written notice to the Consultant specifying the reasons for and effective date of termination. In such event, the Consultant shall cease work immediately upon receipt of such notice. The Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed prior to termination, but in no case shall this amount exceed **\$10,000**.

G. ENFORCEMENT OF REMEDIES FOR NONCOMPLIANCE:

If the Consultant fails to fulfill in a timely and proper manner his or her obligations under this Contract, or violates any of the provisions of this Contract, the North Carolina Office of Archives and History may enforce the remedies for grantee or subgrantee compliance pursuant to Section 43 of the Code of federal Regulations (43 CFR 12.1 – 12.83) which is incorporated by reference in this Contract as if fully set forth herein.

H. CHANGES IN PROJECT DESCRIPTION AND CONTRACT:

The Grantee shall immediately notify the State Historic Preservation Office project specialist and grants coordinator if any changes to the scope of work or project schedule are anticipated. If the change is minor, the grants coordinator will advise the Grantee on how to proceed and direct the Grantee to describe the change in the final financial report. If the change is major, the Grantee will be required to utilize the procedure outlined in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*.

Only minor changes may be made in the budget without the approval of the State Historic Preservation Office. Minor changes are those changes that involve five per cent or less of the project cost and that do not alter the basic scope of the project, do not substitute unapproved materials or methods, or do not add or delete work items. All other changes will be deemed to be major changes.

Major changes must be approved in writing by the State Historic Preservation Office before changes are made. Costs of major changes, those in excess of five per cent of the project cost, made without prior State Historic Preservation Office written approval, may be disallowed. The entire grant allocation for the project may be canceled if major changes are not approved in writing by the State Historic Preservation Office.

I. NONDISCRIMINATION ASSURANCES:

In consideration of the signing of this Contract for the performance of federally assisted work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis of race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information with reference to the subject matter of this Contract, no matter how remote.

J. SAFETY PRECAUTIONS:

The Grantee and the Consultant understand and agree that the National Park Service and the North Carolina Office of Archives and History assume no responsibility with respect to accidents, illnesses, or claims arising out of any work performed under a grant-supported project. The Grantee and the Consultant agree to take necessary steps to insure themselves and their personnel and to comply with the applicable local, State, or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.

K. OTHER STIPULATIONS:

As noted above, the attached *General Terms and Conditions (Attachment A) Appendix for Contracts (Attachment B)* are hereby incorporated in this Contract and contain stipulations regarding procurement, retention of records, changes in scope, prohibition of lobbying, non-federal audit, publications, suspension or termination of grant, standards for final products, equal opportunity, and other requirements. The Consultant shall comply with all provisions set forth in **Attachment A** and **Attachment B**.

L. CONTACT INFORMATION FOR CONTRACT ADMINISTRATOR AND CONSULTANT:

The Grantee identifies the following person who will serve as the Grantee Contract Administrator:

Alex Mumby, Land Use Administrator
Town of Waynesville
9 South Main Street, Suite 110
Waynesville, NC 28786

Telephone: 828-452-0401
Email: amumby@waynesvillenc.gov

The Consultant's contact information is as follows:

Jeff Dalton, President
Rowhouse Architects
1 North Pack Square
Asheville, NC 28801

Telephone: 828-776-2344
Email: jeff@rowhouse-architects.com

Either Party may change the contact information by giving timely written notice to the other Party.

* * * * *

The undersigned represent and warrant that they are authorized to bind their principals to the terms of this agreement. In Witness Whereof, the Grantee and the Consultant have executed this Contract in duplicate originals, with one original being retained by each Party.

TOWN OF WAYNESVILLE

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name	_____ Title
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Attest:

_____ Signature	_____ Date
--------------------	---------------

_____ Printed Name	_____ Title
-----------------------	----------------

ROWHOUSE ARCHITECTS

 _____ Signature	July 16, 2026 _____ Date
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Jeff Dalton _____ Printed Name	President _____ Title
--------------------------------------	-----------------------------

Witness:

 _____ Signature	July 16, 2026 _____ Date
---	--------------------------------

Robin Raines _____ Printed Name	Vice President _____ Title
---------------------------------------	----------------------------------

**NORTH CAROLINA
TOWN OF WAYNESVILLE**

**TOWN
ACKNOWLEDGEMENT**

This is to certify that on the _____ day of _____, 20____, before me

personally came _____, with whom I am
(name of signing official)

personally acquainted, who, being by me duly sworn, says that she/he is

_____ and that
(title of signing official)

by authority duly given and as an act of the _____
(name of government entity)

the foregoing instrument was signed in its name.

WITNESS my hand and official seal this the _____ day of _____, 20____.

(SEAL)

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
BUNCOMBE COUNTY

INDIVIDUAL
ACKNOWLEDGEMENT

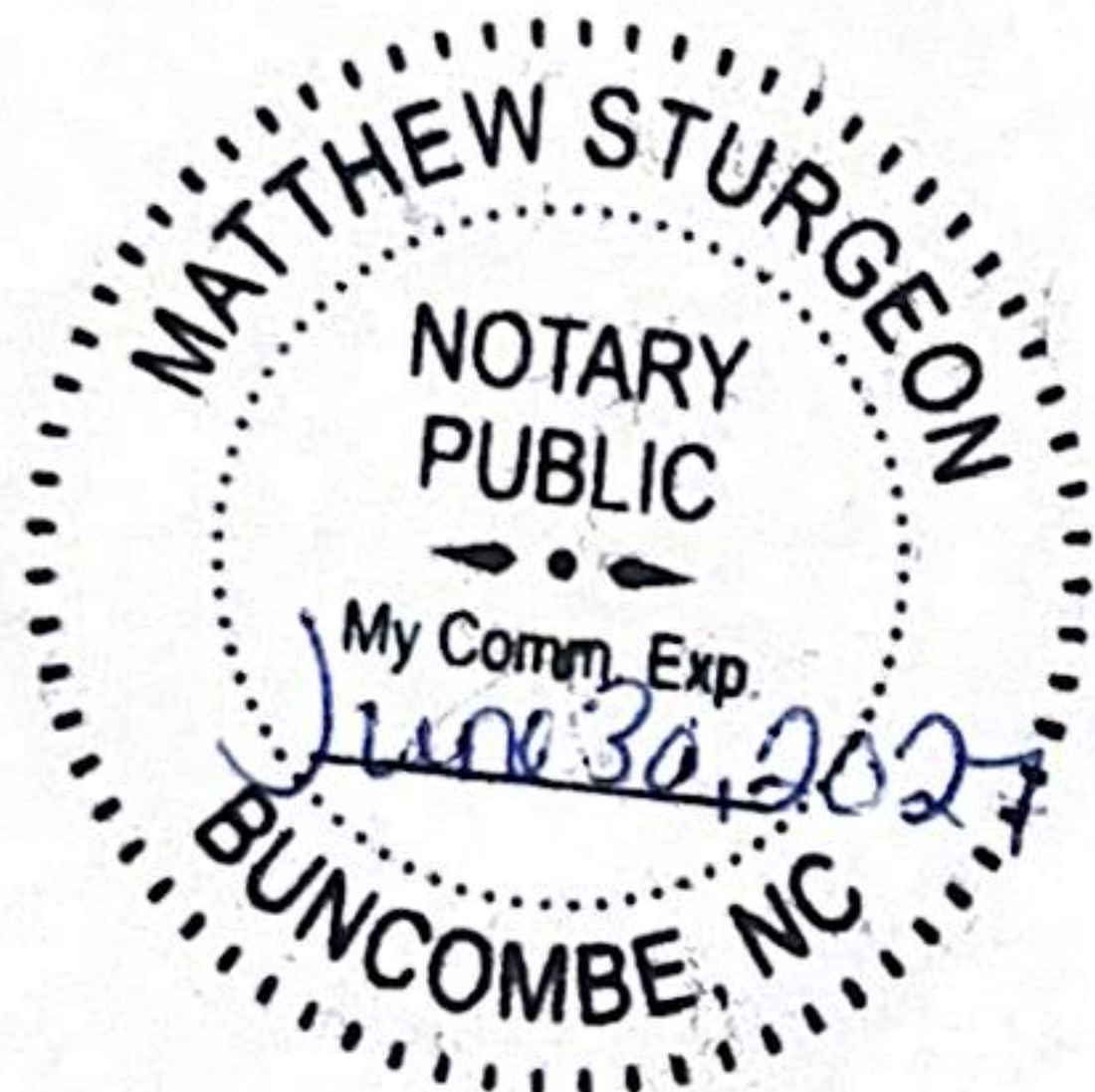
I, Matthew Sturgeon a Notary Public, do hereby certify
(notary public's name)

that Richard Dalton of ROWHOUSE ARCHITECTS
(consultant's name)

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

This the 16 day of July, 2026.

(SEAL)



Matthew Sturgeon
Notary Public

My Commission Expires: June 30, 2027

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 11, 2026**

SUBJECT: Appointment of Kaleb Beaver to the Downtown Waynesville Commission

AGENDA INFORMATION

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

BRIEF SUMMARY

The Downtown Waynesville Commission (DWC) voted unanimously to recommend the appointment of Kaleb Beaver to serve on the DWC in a seat designated for a merchant.

MOTIONS FOR CONSIDERATION

A motion to appoint Kaleb Beaver to a seat on the DWC designated for merchants.

ATTACHMENTS:

Application submitted by Kaleb Beaver

MANAGER'S COMMENTS AND RECCOMENDATIONS

WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 11 August 2026

SUBJECT: Part-Time Engineer Classification added to Pay/Class Table

AGENDA INFORMATION:

Agenda Location: Consent
Item Number:
Department: Fire
Contact: Chris Mehaffey, Fire Chief

Presenter: Chris Mehaffey, Fire Chief

BRIEF SUMMARY:

We would like to officially create a part-time engineer position within the pay and classification table. The engineer position is an extremely important position and an increase in responsibility up from firefighter. We have addressed this difference in the past by giving modest raises to part-time employees who meet the requirements to be an engineer and have finished a position task book. We would continue this process moving forward, raise their hourly pay, and change their title to Engineer. We feel creating this position will incentivize current members to increase their knowledge and certification and could attract more seasoned employees. We feel this can be accomplished with no budget increase.

MOTIONS FOR CONSIDERATION:

Move to approve the addition of the Part-Time Engineer position to the Town of Waynesville Pay and Classification Table, as presented

FUNDING SOURCE/IMPACT:

Ian Barrett, Finance Director

Date

MANAGER'S COMMENTS AND RECOMMENDATIONS: Recommend approval



Application for Special Events Permit

I. General Information

EVENT NAME: WCU Student Filming

EVENT DATE(S): October 24, 2026 (Date is Flexible, but ideally October of 2026)
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: Depot Street, Waynesville, N.C. 28786 (From the intersection of Commerce St. to Water Street, without blocking the two intersections)

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

SET-UP TIME (START/END): 7am-9am (2 Hours)

EVENT HOURS: 9am-5pm (8 Hours)

DISMANTLE HOURS (START/END): 5pm-7pm (2 Hours)

ESTIMATED ATTENDANCE: 20-30 Persons/Cast and Crew

BASIS ON WHICH THIS ESTIMATE IS MADE: Cannot film over 12 hours per program/project guidelines

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: School of Stage and Screen (Film and Television Production Program) at Western Carolina University

ARE YOU A NON PROFIT CORPORATION? No

APPLICANT NAME: John Bird TITLE: Student/Project Director

ADDRESS: 839 N. Church Street CITY: Mount Olive STATE: N.C. ZIP: 28365

PHONE: (919) 621-5527 FAX#: N/A EMAIL: Jmbird1@catamopunt.wcu.edu

ON-SITE CONTACT: Steve Kniss TITLE: Program Director

ADDRESS: 1 University Drive, Cullowhee, N.C. 28723; Belk 292

PHONE #: (828) 227 - 2624 CELL PHONE #: (828) 227 - 2624 EMAIL: skniss@wcu.edu

III. Brief Description of Event

Student Senior Thesis Film: would be filming a street scene with actors and crew members present.

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 (Commerce St. to Water St., not blocking intersections) October 24, 2026. Road Closed: 7am; Road Reopened: 7pm.

2.

3.

V. Event Details

YES NO

☐☒

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

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

☐☒

Does the event involve the **sale of food**? _____

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

☐☒

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

Number of
Stages: _____

Number of
Band(s): _____

Amplification? _____

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

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

☐☒

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

☐☒

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

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

☐☒

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

☐☒

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

☐☒

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

☐☒

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

☐☒

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

☐☒

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

☐☒

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

☐☒

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

VI. Additional Questions

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

Cast and Crew will be shuttled to the location. We will park on the street that we intend to close.

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?

We will collect and remove our own props/trash. Additionally, we plan to sweep/blow streets and sidewalks clear of any dust/dirt we may cause

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

If needed, 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

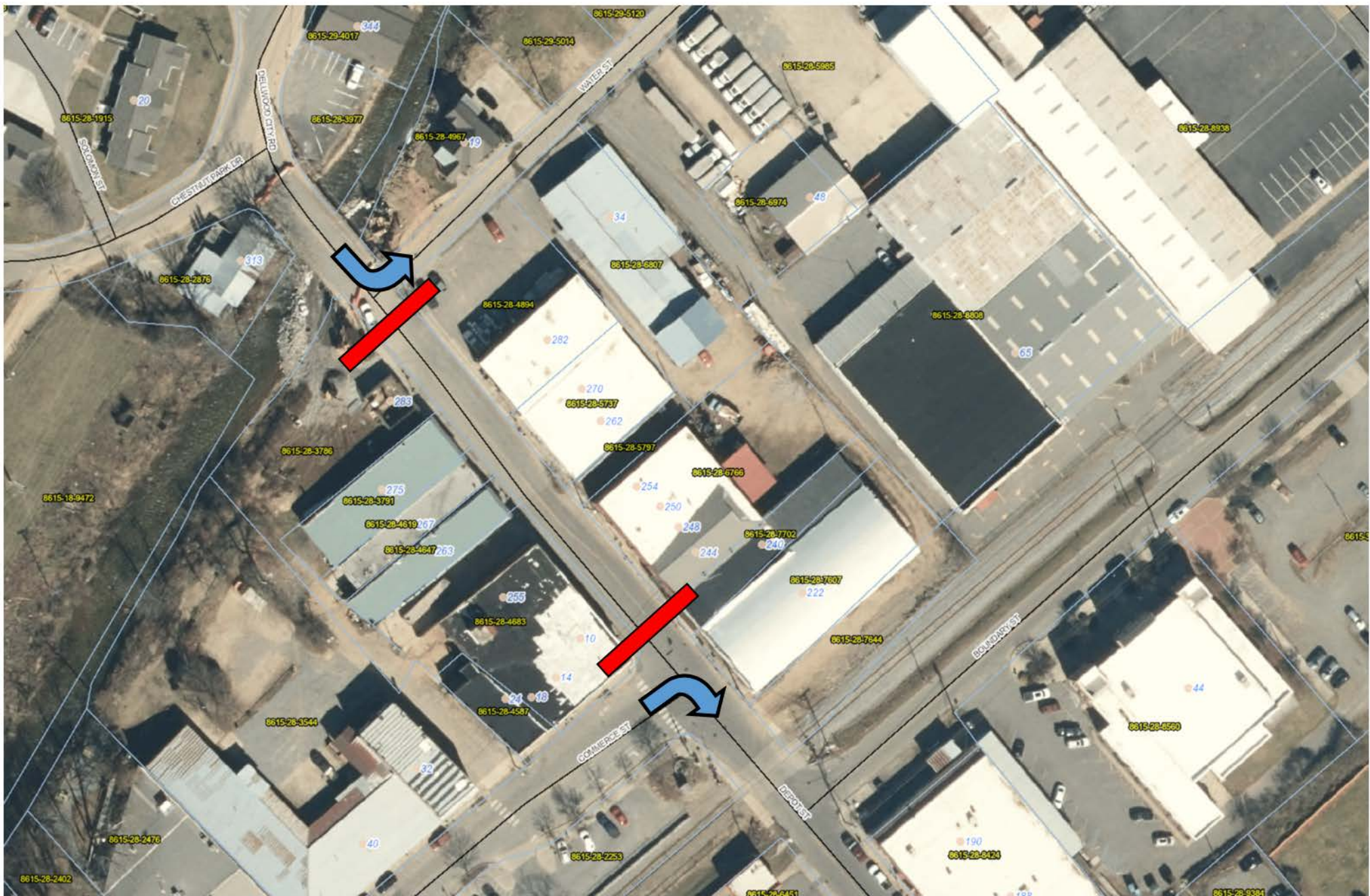
- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only 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:



**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 11, 2026**

SUBJECT: Appointment to the Zoning Board of Adjustment

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Candace Poolton
Presenter: Candace Poolton

BRIEF SUMMARY

After Councilmembers interviewed Kenneth Dambrosio for the in-town alternate ZBA vacancy, they recommend that Council appoint him.

MOTIONS FOR CONSIDERATION

A motion to appoint Kenneth Dambrosio to the Zoning Board of Adjustment to serve in the in-town alternate seat.

ATTACHMENTS:

Application submitted by Kenneth Dambrosio

MANAGER'S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: August 11, 2026**

SUBJECT: Public Hearing to consider the Community Infrastructure Program Grant
Application for Walnut Trail Bridge Rehabilitation Project

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number:
Department: Finance
Contact: Breanna Jaquish, Grants Manager
Presenter: Breanna Jaquish, Grants Manager

BRIEF SUMMARY:

The Town of Waynesville is currently preparing a grant application for the Renew NC Department of Commerce Community Infrastructure Program. The proposed project, the Walnut Trail Bridge Rehabilitation Project, will address long-standing structural needs and storm-related damage to the bridge, improving its load capacity, resilience, and continued accessibility to the Town's Wastewater Treatment Plant and nearby residences.

MOTION FOR CONSIDERATION: Council approval to apply for Community Infrastructure Program Grant.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS: Public Hearing Letter

MANAGER'S COMMENTS AND RECOMMENDATIONS

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



Rick Howell, Interim Town Manager
Martha Sharpe Bradley, Town Attorney

PUBLIC NOTICE

Community Infrastructure Program Public Hearing

The Town of Waynesville hereby gives notice that a public hearing will be held during the regularly scheduled Town Council meeting on **August 11, 2026, at 6:00 p.m. at 9 S Main Street, Waynesville, NC 28786 In Council Chambers** to discuss the submission of an application for funding under the North Carolina Department of Commerce Community Infrastructure Program funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) funds.

The Town of Waynesville intends to apply for approximately \$1,000,000 or more through the North Carolina Department of Commerce Community Infrastructure Program. The program is funded through Community Development Block Grant – Disaster Recovery (CDBG-DR) funds. The final grant request amount is currently being determined and will be based on the final project cost estimate and eligible project expenses.

Proposed Project: Walnut Trail Bridge Rehabilitation Project

The proposed project will rehabilitate and strengthen the Walnut Trail Bridge by addressing long-standing structural needs and storm-related damage, improving the bridge's load capacity and resilience, and ensuring continued access to the Town's Wastewater Treatment Plant and nearby residences.

The proposed application is currently being prepared and is anticipated to be submitted by the September 8, 2026 due date.

Citizens are encouraged to attend the public hearing and provide comments regarding the proposed project and application. Written comments will also be accepted during the required 10-day public comment period beginning **August 11, 2026, and ending August 21, 2026**. All written comments must be received no later than **August 21, 2026**, prior to submission of the application. All comments received by the deadline will be considered before the application is submitted.

For additional information, to request a copy of the proposed application, or to submit written comments, please contact:

16 South Main Street • P.O. Box 100 • Waynesville, NC 28786 Phone (828) 452-2491 Fax (828) 456-2000

Web Address: www.waynesvillenc.gov

This institution is an equal opportunity provider

Breanna Jaquish
Grants Manager
Town of Waynesville
P.O. Box 100
Waynesville, NC 28786

Phone: 828-456-3515, Ext. 2232

Email: bjacquish@waynesvillenc.gov

The Town of Waynesville encourages all interested residents, community organizations, and stakeholders to participate and provide input regarding the proposed application. The Town will consider all comments received during the public hearing and public comment period prior to submission of the application.

Posted/Published: July 27, 2026

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 08.11.2026**

SUBJECT: Budget Amendment for fiscal year end 2026

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Finance

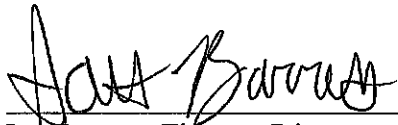
Contact: Ian Barrett

Presenter: **Ian Barrett**

BRIEF SUMMARY: The provided budget amendment to year end will make our accounts whole. I will have a presentation for the council to go over end of year position and answer any questions.

MOTION FOR CONSIDERATION: Approval of Budget Amendment.

FUNDING SOURCE/IMPACT: Increase revenue appropriation and reallocation



Ian Barrett, Finance Director

08.04.26

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No.O-31-26

Amendment No. 40 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 appropriations:

Police Department	\$25,940.50
Finance	\$74,775.96
Public Facilities	\$106,138.22
Streets and Sanitation	\$91,371.69
Cemetery	\$35,216.21
Development Services	\$14,664.84
<i>Total</i>	<i>\$348,107.42</i>

Increase the following appropriations:

Revenues

Downtown	(\$4,739.57)
2025 Ad valorem taxes	(\$18,056.43)
Sewer Charges	(\$84,801.63)
<i>Total</i>	<i>(\$108,047.63)</i>

Departments

Governing Board	\$1,317.94
Administration	\$222,105.39
Downtown	\$4,739.57
Fire	\$59,743.92
Board Appropriations	\$51,896.16
Parks and Recreation	\$31,550.44
Sewer Treatment	\$84,801.63
<i>Total</i>	<i>\$456,155.05</i>

Adopted this 11th day of August 2026.

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: August 11, 2026

SUBJECT: Approval of Design-Build Agreement for Municipal Solar Photovoltaic & Battery Energy Storage System

AGENDA INFORMATION:

Agenda Location: New Business
Department: Public Works
Contact: Laura Yonkers, Deputy Director of Sustainability
Presenter: Laura Yonkers, Deputy Director of Sustainability

SUMMARY:

The Town issued a Request for Proposals (RFP) on April 21, 2026, for the design and construction of a municipal solar photovoltaic (PV) and battery energy storage system. Following the competitive procurement process, Rhino Renewables Solar & Electric, LLC submitted a proposal dated May 14, 2026, to provide design-build services utilizing a Progressive Maximum Guaranteed Price (MGP) delivery model. Under this approach, the project will be completed in two phases:

Phase1 – Design Phase

The contractor will perform all engineering, site investigations, utility interconnection coordination, permitting, and preparation of final construction documents for a lump-sum fee of **\$10,000**. At the completion of Phase 1, the contractor will submit a Maximum Guaranteed Price (MGP) proposal for construction.

Phase 2 – Build Phase

Upon Board approval of the MGP through a contract amendment, Rhino Renewables will procure equipment, construct, install, test, commission, and complete the project.

The proposed system includes, at a minimum:

- 100.8 kWdc solar photovoltaic array
- 90 kWac inverter capacity
- 480 kWh battery energy storage system
- 120/208V three-phase integration with grid-forming microgrid capability
- Emergency backup power functionality
- Remote monitoring system

The agreement establishes Rhino Renewables as the single point of responsibility for both design and construction services and includes provisions addressing payment schedules, project milestones, performance and payment bonds, warranty requirements, personnel substitutions, commissioning, operator training, and compliance with North Carolina General Statutes governing municipal design-build projects.

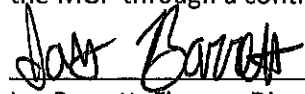
MOTION FOR CONSIDERATION:

To authorize the Interim Town Manager to execute the Design-Build Agreement with Rhino Renewables Solar & Electric, LLC for Phase 1 design services for the Municipal Solar Photovoltaic and Battery Energy Storage System and authorize the Interim Town Manager to negotiate and return to the Board with a Maximum Guaranteed Price contract amendment for Phase 2 construction following completion of design.

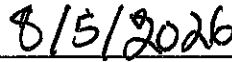
FUNDING SOURCE/IMPACT:

Phase 1 design services will be funded in the amount of **\$10,000** upon execution of the agreement.

The total construction cost will not be authorized until completion of Phase 1 and presentation of a Maximum Guaranteed Price (MGP) for Board approval. Construction will proceed only after approval of the MGP through a contract amendment and confirmation of available funding.



Ian Barrett, Finance Director



Date

ATTACHMENTS:

- Resolution
- Petition, Agent Authorization Form
- Plat, metes and bounds description
- Draft Ordinance
- Property card
- Municipal boundaries map
- Public Notices

MANAGER'S COMMENTS AND RECOMMENDATIONS:



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

Page McCurry, Interim Town Manager
Martha Bradley, Town Attorney

DESIGN-BUILD AGREEMENT

PROJECT: Municipal Solar Photovoltaic & Battery Energy Storage System

OWNER: Town of Waynesville, North Carolina

DESIGN-BUILDER: Rhino Renewables Solar & Electric, LLC

This Design-Build Agreement (the "Agreement") is entered into by and between the **Town of Waynesville**, a North Carolina municipal corporation (hereinafter "Owner") , and **Rhino Renewables Solar & Electric, LLC** (hereinafter "Design-Builder") for the project as set forth in the RFP dated 04.21.2026 and the Proposal of Design-Builder dated 05.14.2026.

1. Scope of Work & Progressive MGP Model

The Design-Builder accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to serve as the single point of responsibility for both design and construction services. The Work shall be executed in two distinct, sequential phases:

Phase 1: Design Phase (Lump Sum)

The Design-Builder shall perform all site investigations, structural and electrical engineering, utility interconnection coordination, and permitting packages required to produce complete construction documents.

- **Deliverables:** Final system design, stamped engineering drawings, utility interconnection packages, and a complete construction permit package.
- **Phase 1 Output:** The culmination of Phase 1 shall be the submission of a formal **Maximum Guaranteed Price (MGP)** proposal for Phase 2. Upon acceptance, the MPG becomes the Contract Sum.

Phase 2: Build Phase (MGP)

Upon the Owner's written approval of the MGP via a formal Contract Amendment, the Design-Builder shall proceed with procurement, construction, installation, testing, commissioning, and closeout of the system. The project must meet or exceed the following minimum design criteria:

- 100.8 kWdc solar photovoltaic system
- 90 kWac inverter capacity

- 480 kWh battery energy storage system
- 120/208V three-phase integration with grid-forming microgrid and emergency backup functionality
- Remote monitoring functionality

2. Contract Price & Schedule of Payment

- **Contract Sum.** The Contract Price is: \$000000
- **Payment.** Customers shall pay Rhino Renewables according to the below **Schedule of Payment**. Invoices are due upon receipt. A 1% per week late fee will be charged for all outstanding Substantial completion and final payment invoices that are 14 days or older.

Accepted payment methods - cash, check, wire transfer, or ACH payments.

Phase 1

Design / Engineering Due upon signing of contract	\$10,000
---	-----------------

Phase 2

Equipment Down Payment - 20% Billed upon placement of equipment purchase order.	\$
Equipment Procurement - 20% Billed 30 days prior to scheduled installation.	\$
Equipment Delivery - 20% Due upon delivery of major equipment on-site	\$
Substantial Completion - 20% Due upon "substantial completion" Described as physical installation of line items 1-6 listed above in "Materials"	\$
Commissioning & Closeout - 20% - \$10,000 Due upon commissioning of the system.	\$

3. Project Time Schedule

Time is of the essence. The Design-Builder shall achieve milestones in accordance with the schedule below. Failures or delays beyond the control of the Design-Builder shall be handled via the Force Majeure clause.

- **Execution of Agreement: Day 0**

- **Phase 1 Design & Engineering Deliverables:** Target Day [X]
- **Submission of Maximum Guaranteed Price (MGP):** Target Day [X]
- **Owner Review & MGP Amendment Execution:** Target Day [X]
- **Equipment Procurement & Site Mobilization:** Target Day [X]
- **Substantial Completion (Physical Installation):** Target Day [X]
- **Final Commissioning & Permission to Operate (PTO):** Target Day [X]

4. Modified Terms & General Conditions

Section 1. Termination for Convenience or Non-Payment

Should either party terminate this Agreement according to valid legal cause, or should the Owner terminate for public convenience, the Design-Builder shall be entitled to recover from the Owner payment for Work actually performed to date, alongside the actual, verified cost of all unbilled labor and materials that have either been purchased or have been ordered for which Design-Builder cannot receive a refund.

Section 2. Governing Law and Venue

This Agreement, its performance, and any disputes or legal actions arising directly or indirectly from it shall be interpreted and governed according to the laws of the State of North Carolina.

Because the Town of Waynesville is a municipal entity located in Haywood County, and the Project Site is located within the municipality, **any and all legal actions or venue filings must be brought exclusively in the General Court of Justice in Haywood County, North Carolina.**

Section 3. Costs and Attorneys' Fees

In the event of any administrative, legal, or equitable proceeding brought by either party to enforce or interpret the terms of this Agreement, **each party shall bear its own legal costs, expenses, and attorneys' fees.** There shall be no fee-shifting or prevailing-party compensation under this municipal contract.

Section 4. Performance and Payment Bonds

Pursuant to N.C.G.S. § 143-128.1A(f), the Design-Builder shall, prior to the commencement of any construction work under Phase 2 (Build Phase) or execution of the MGP Contract Amendment, provide to the Owner a Performance Bond and a Payment Bond. Both bonds shall be executed in accordance with the provisions of Article 3 of Chapter 44A of the North Carolina General Statutes, each in an amount equal to one hundred percent (100%) of the accepted MGP Contract Sum. The bonds shall be issued by a surety company authorized to do business in the

State of North Carolina and acceptable to the Owner, conditioning upon the faithful performance of the contract and the payment of all obligations arising thereunder.

Section 5. Key Personnel and Team Substitution

In accordance with N.C.G.S. § 143-128.1A(f), the Design-Builder's "Key Personnel" shall include all licensed contractors, licensed subcontractors, and design professionals identified in the Design-Builder's response to the initial Request for Qualifications (RFQ) for this Project. The Design-Builder shall obtain prior written approval from the Owner before making any changes, substitutions, or deletions to these designated Key Personnel or first-tier subcontractors after the award of this Agreement. Unauthorized substitution of Key Personnel shall constitute a material breach of this Agreement.

5. Acknowledgements

- **Incentives.** Customer acknowledges that Customer may be entitled to certain solar power-related federal, state, local, or utility company rebates, tax credits, or other incentives (together, "Incentives"). Rhino Renewables makes no representations or warranties as to the availability or amount of any Incentives. Customer shall consult a tax or financial adviser of Customer's choice regarding the availability of Incentives. Under no circumstances shall Rhino Renewables be liable for the denial, reduction, delay, or unavailability of any such benefit.
- **Changes.** Without invalidating this Agreement, and within the general scope of this Agreement, Customer may order changes in the Work consisting of additions, deletions, or other revisions. Orders for changes in the Work shall be submitted to the Contact Person for Rhino Renewables in writing. Rhino Renewables shall adjust the Contract Price and timeline for completion accordingly, in writing. If Rhino Renewables and Customer cannot agree to a change in the Contract Price, Customer shall pay Rhino Renewables its actual cost for labor and materials plus 20%.
- **Risk of Loss.** After delivery of any system component or material to the Site, Customer shall bear the risk of loss to such components or materials for all causes of loss except loss directly resulting from Rhino Renewables' actions.
- **Workmanship Warranty.** Rhino Renewables warrants that the Work will be performed in conformity with (a) the Scope of Work, (b) all laws, regulations, and codes applicable to the Work, and (c) in a good and workmanlike manner, and (d) with new (unless otherwise specified), quality materials and components. Rhino Renewables warrants its own workmanship and labor performed under this Agreement for 10 years following the completion of the Work. Manufacturers' or vendors' warranties or guarantees ("Product Warranties"), if any, on materials and components, to the extent assignable, are deemed assigned by Rhino Renewables to Customer. Rhino Renewables has no responsibilities regarding any Product Warranties except as otherwise specified in this Agreement.
- **Service Billing Agreement.** Rhino Renewables offers to service your solar system outside of the warranties listed above per our service billing agreement.

- **Property and Utility Lines.** Customer is responsible for locating and notifying Rhino Renewables of the locations of property lines and all private and public utility lines at the Site. Customer agrees that Rhino Renewables shall not be liable for any delays, damages, or repairs related to unmarked or inaccurately marked property lines or private and public utility lines.
- **Cooperation of Customer.** Customer shall provide reasonable access to the Site as needed for Rhino Renewables to perform the Work. In addition, Customer shall provide Customer's information as needed to complete necessary forms, permits, and applications.
- **Commissioning and Acceptance Testing.** Upon completion of installation, Rhino Renewables shall perform commissioning and operational testing appropriate to the system installed. Testing may include inverter operation verification, battery functionality testing, monitoring verification, utility interconnection testing, transfer switch testing, and backup power testing. Successful completion of commissioning shall constitute acceptance of the operational functionality of the system.
- **System Training.** Upon completion of the project and prior to final project closeout, Rhino Renewables Solar & Electric will provide on-site training for designated Town of Waynesville personnel responsible for the operation and oversight of the solar photovoltaic and battery energy storage system. The training session will include, at a minimum:

Overview of the solar PV system, battery energy storage system, and major equipment components.

System operation under normal conditions.

Monitoring platform navigation, including reviewing system performance, production data, and alarms.

Explanation of operating modes, system status indicators, and expected behavior during utility outages.

Procedures for safely shutting down and restarting the system when required.

Guidance on identifying common fault conditions and the process for requesting service.

Review of warranty coverage, maintenance responsibilities, and available technical support.

The training session will also provide an opportunity for Town personnel to ask questions and become familiar with the operation of the installed equipment. As part of the project closeout package, Rhino Renewables will provide electronic copies of the operation and maintenance manuals, equipment documentation, warranties, and as-built drawings.

One on-site training session, up to two (2) hours in duration, is included in the Contract Price.

6. Execution and Signatures

By signing below, both parties affirm they possess the requisite legal authority to enter into this contract and bind their respective entities to the terms established herein.

OWNER: Town of Waynesville, North Carolina

By: [Printed Name], Interim Town Manager

Date: _____

Pre-audit certificate required under N.C.G.S. § 159-28: This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Town Finance Officer

DESIGN-BUILDER: Rhino Renewables Solar & Electric, LLC

By: Nick Welch, Co-Owner

Date: _____



Rhino Renewables Solar & Electric

TOW Public Works Building – Solar & Energy Storage



Prepared for the Town of Waynesville

May 14, 2026

Rhino Renewables Solar & Electric

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RFQ COMPLIANCE MATRIX

RFQ Requirement

Proposal Section

Relevant Firm Experience

Section 2

Team Qualifications

Section 3

Safety Approach

Section 5

Quality Control

Section 4

O&M Services

Section 6

Monitoring

Section 6

Schedule

Section 4

Subcontractors

Section 1

Conflict of Interest Statement

Section 5

Litigation Statement

Section 5

1. GENERAL INFORMATION

Entity Name: Rhino Renewables Solar & Electric (Limited Liability Corporation)

Address: 611 Rose Hill Road, Asheville, NC 28803

Point of Contact: Nick Welch

Contact Information: (P): 828-423-0533 (E): nick@rhinorenewableswno.com

FEIN: 85-0607284

NC GENERAL CONTRACTORS LICENSE: # 104740 Unlimited

NC ELECTRICAL CONTRACTORS LICENSE: # 33737 Unlimited

NABCEP PVIP CERTIFICATIONS: PV-102216-013741, PV-041318-017428, PV-030121-022903, PV-102216-012581

NABCEP ACCREDITED COMPANY



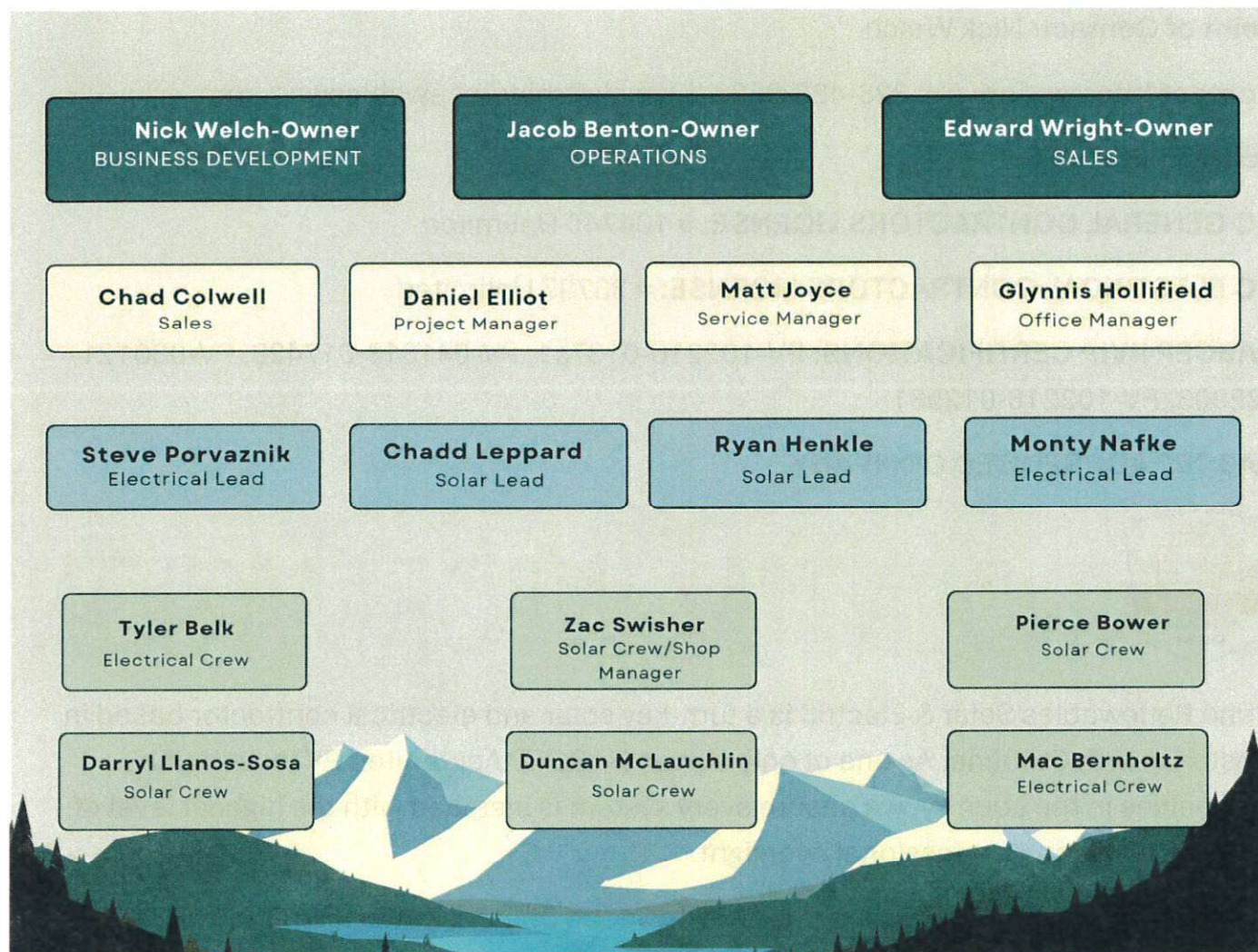
Rhino Renewables Solar & Electric is a turn-key solar and electrical contractor based in Western North Carolina. As one of only eleven NABCEP Accredited PV Installation Companies in the country, we ensure every system is installed with the highest level of craftsmanship and professional oversight.

Rhino Renewables is owned and operated by Jacob Benton, Edward Wright, and Nick Welch who have a combined nearly 40 years of industry experience. We are supported by a dedicated team of employees, all of whom also bring deep industry experience. As a certified Living Wage employer, we take great pride in our responsibility to our staff and community.

The Public Works building solar and energy storage project will be co-managed by Jacob Benton and Nick Welch. Both Jacob and Nick are certified NABCEP photovoltaic installation professionals and hold active North Carolina electrical licenses.

1. GENERAL INFORMATION (continued)

Organization Chart



John Gravitt of JK Gravitt Engineering will be contracted by Rhino Renewables to provide engineering services.

2. RELEVANT FIRM EXPERIENCE

Rhino Renewables and its team members have been engineering and installing PV and energy storage systems for years. Presently and most notably, Rhino has been selected by the Land of Sky Regional Council as the contractor for five micro-grid resiliency hub projects. These sites are to serve as community resiliency hubs in the event of another disaster resulting in a prolonged grid outage. The projects sites include Burnsville Fire Department, Buladean Community Center, East Asheville Public Library, Bills Creek Community Center and Beacon of Hope Food Pantry. Three of the five projects are similar in scope and design to the Public Works Building project and are described below.

Burnsville Fire Department – System Overview

System Specs: 38.28 kW DC, 60 kW AC, 80 kWh BESS

Inverter: 2 x Sol-Ark 30 kW 208v inverters

Battery: 2 x Sol-Ark 40 kWh batteries

System Cost: \$183,572



305 Pineola St. Burnsville, NC 28714

2. RELEVANT FIRM EXPERIENCE (continued)

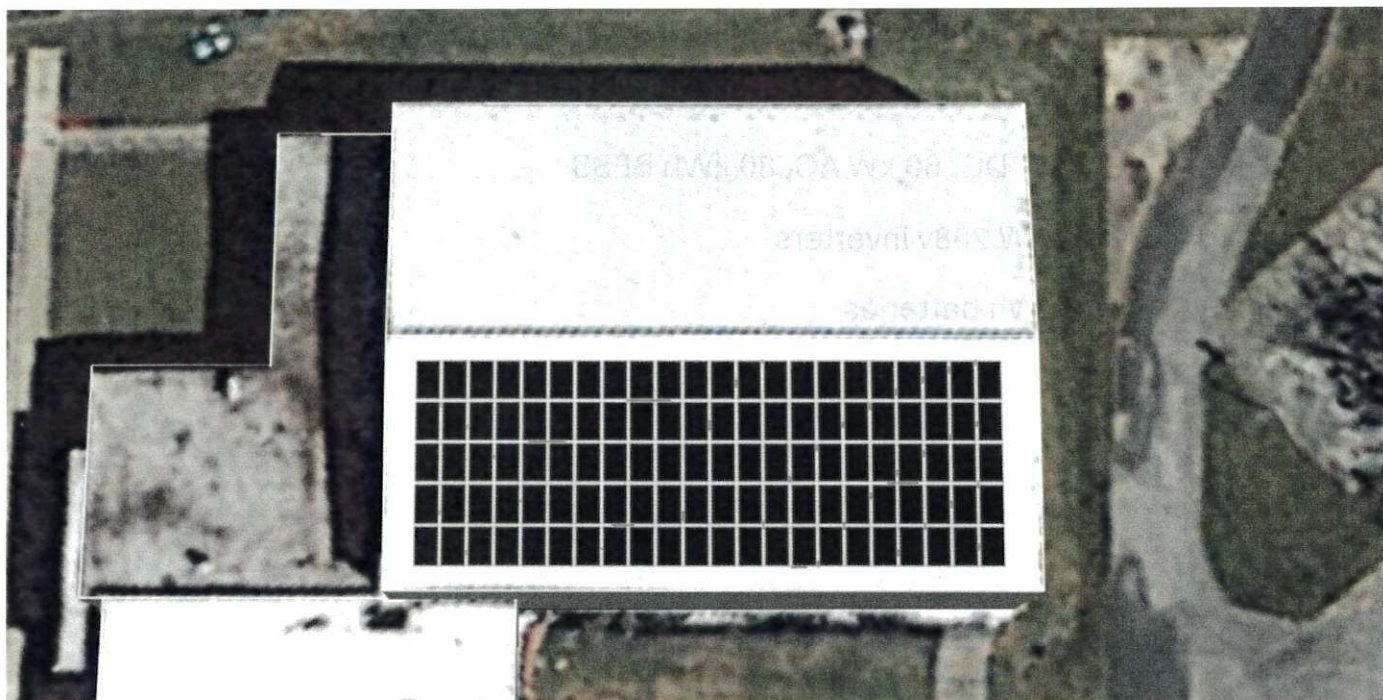
Buladean Community Center – System Overview

System Specs: 48.4 kW DC, 60 kW AC, 80 kWh BESS

Inverter: 2 x Sol-Ark 30 kW 208v inverters

Battery: 2 x Sol-Ark 40 kWh batteries

System Cost: \$211,226



12190 NC-226, Bakersville, NC 28705

2. RELEVANT EXPERIENCE (continued)

East Asheville Public Library – System Overview

System Specs: Existing Solar Array, 60 kW AC, 120 kWh BESS

Inverter: 2 x Sol-Ark 30 kW inverters

Battery: 2 x Sol-Ark 60 kWh batteries

System Cost: \$243,146



3 Avon Rd., Asheville, NC 28805

2. RELEVANT FIRM EXPERIENCE (continued)

Project Description

The three projects listed above are all 3 phase 208 volt solar and battery energy storage projects. They will provide backup power in the event of grid outage. The system at Burnsville Fire Department will back up the entire building and integrate with an on-site generator. The systems at Buladean Community Center and East Asheville Public Library provide partial building backup.

Referrals & References

East Asheville Public Library: Jackie Hamstead- Sustainability Project Manager, Buncombe County. (828) 767-0496, Jackie.hamstead@buncombenc.gov

Buladean Community Center: Ian Baillie – Land of Sky Regional Council.
ian@landofsky.org

Burnsville Fire Department: Sara Nichols – Land of Sky Regional Council.
sara@landofsky.org

Type & Amount of Work

Rhino Renewables is responsible for the full scope of work, including:

- Design and engineering
- Utility interconnection and permit application
- Equipment Procurement and installation
- System commissioning

3. TEAM EXPERIENCE & QUALIFICATIONS

Nick Welch – Business Development / Lead Project Development

Nick Welch is an owner of Rhino Renewables Solar & Electric and leads commercial project development and client coordination. He has more than 16 years of industry experience focused on commercial solar and energy projects. Nick holds unlimited electrical licenses in North and South Carolina and has maintained his NABCEP PV Installation Professional certification since 2016.

Jacob Benton – Operations / Construction Management

Jacob Benton is the founder of Rhino Renewables and oversees operations, scheduling, safety, and construction management. He entered the solar industry in 2016 and holds North Carolina and Virginia electrical licenses, a North Carolina General Contractor's license, and a NABCEP PV Installation Professional certification.

Edward Wright – Sales / Client Relations

Edward Wright is an owner of Rhino Renewables with more than 10 years of solar industry experience. He graduated from Appalachian State University with a degree in Appropriate Technology and holds a NABCEP PV Installation Professional certification. Edward focuses on project consultation, client relations, and system development.

Danny Elliott – Project Manager

Danny Elliott manages project execution to ensure projects are completed safely, efficiently, and to Rhino Renewables' quality standards. He has worked in commercial solar construction since 2019 and supports scheduling, coordination, and field operations for commercial and battery storage projects.

3. TEAM EXPERIENCE & QUALIFICATIONS (continued)

Team Collaboration

Rhino Renewables has extensive experience delivering commercial solar and electrical infrastructure projects throughout North Carolina and the Southeast. Our team works collaboratively throughout all project phases, from design and permitting through construction and commissioning.

The Rhino Renewables leadership team has worked together for several years and has developed strong communication and coordination processes that support efficient project delivery and consistent quality.

All professional subconsultants and engineering partners are selected based upon qualifications, technical expertise, and relevant project experience, without consideration of price.

Design-Build Experience

Rhino Renewables has significant experience operating under the Design-Build delivery method for commercial solar and electrical projects. Our integrated approach combines project development, engineering coordination, procurement, and construction management into a unified delivery team.

We understand the importance of early collaboration between the Owner, engineering team, and construction personnel to improve constructability, maintain budget control, reduce project risk, and streamline communication throughout the project lifecycle.

Our team has successfully collaborated with engineering consultants, utilities, and municipalities on a variety of commercial and public-sector projects, resulting in efficient project execution and successful project outcomes.

4. UNDERSTANDING, APPROACH & MANAGEMENT

Project Understanding

Rhino Renewables understands that the Town of Waynesville is seeking a resilient, code-compliant, solar PV and battery storage system for the Public Works facility. The Town's primary objective is to provide reliable backup power for the Emergency Command Center while also reducing long-term utility costs through renewable energy generation.

Based on our review of the RFQ, the project requires a roof-mounted solar PV system integrated with a battery energy storage system capable of supporting the facility during extended outages. The system must also incorporate automatic transfer capabilities, peak shaving functionality, monitoring, and utility interconnection coordination with the Town's electric department.

Potential Issues & Mitigation Methods

Close coordination between Rhino Renewables and Town of Waynesville Public Works staff will be critical for minimizing construction related disruptions throughout the project. Attention will be given to limiting construction related noise and maintaining normal traffic flow for staff vehicles and equipment. Activities such as trenching within the parking lot and electrical interconnection work will be phased and coordinated to reduce impacts on daily operations while maintaining safe access throughout the facility.

Prior to construction, Rhino Renewables will meet with Town staff to review facility operations, access requirements, staging areas, parking lot usage, emergency access routes, and any operational constraints specific to the Public Works Department. This coordination will allow the project team to identify high-impact activities in advance and develop mitigation strategies that align with the Town's operational needs.

Open trenches will be minimized in duration, with conduit and wire installation completed as quickly as possible. Work occurring within active traffic areas will be coordinated with Town staff to avoid conflicts with fleet operations and scheduled activities.

4. UNDERSTANDING, APPROACH & MANAGEMENT (continued)

Higher impact work will be scheduled to minimize disruption to Town operations whenever practical. Rhino Renewables will maintain regular communication with designated Town staff to provide advance notice of activities that could temporarily affect building access, parking, or normal operations.

Roof work and material staging will be coordinated to always maintain safe access to the facility. Safety barriers, signage, and temporary traffic controls will be used where necessary to separate construction activities from active work areas.

If temporary electrical shutdowns are required, all outages will be coordinated in advance with Town personnel and scheduled during approved time windows to minimize operational impacts.

Rhino Renewables understands that the Public Works facility supports essential Town services, including electric distribution, fleet maintenance, sanitation, water and sewer operations, and emergency response activities. Maintaining continuity of operations throughout construction will therefore be a primary project objective.

Rooftop installation work will be completed externally without requiring interior access to occupied portions of the building. Electrical tie-ins and commissioning activities requiring interior access will be coordinated in advance with Town staff.

Rhino Renewables self-performs all solar and electrical construction activities using in-house licensed electricians and installation personnel. This allows greater control over scheduling, communication, workmanship, and site coordination throughout the duration of the project.

Sub-contractors

Rhino Renewables will be contracting John Gravitt of JK Gravitt Engineering to provide a professional engineer's stamp where required. The Town of Waynesville Public Works Department will be expected to cut and patch the concrete/asphalt in the parking lot after

4. UNDERSTANDING, APPROACH & MANAGEMENT (continued)

Rhino Renewables has installed conduit and wire in the trench. Outside of these two items, Rhino Renewables will perform all other work related to the project

Change Orders

Rhino Renewables approaches change orders proactively, with an emphasis on early communication, transparency, and minimizing project impacts whenever possible.

Should the need for a change order arise, Rhino Renewables and the Town of Waynesville will work collaboratively and in good faith to review the proposed change, associated costs, schedule impacts, and any operational considerations. No changes to the original scope of work will proceed without written approval from the Town.

Any change orders will be clearly documented through a formal contract addendum outlining the revised scope, pricing, and schedule adjustments. Rhino Renewables is committed to maintaining open communication throughout the project to ensure any potential issues are identified and addressed as early as possible.

Planning, Scheduling, Estimating & Construction Management Tools

Rhino Renewables utilizes project management software and contractor communication applications to coordinate project scheduling, procurement, construction progress, inspections, and documentation throughout the duration of the project. These tools allow office staff, field personnel, and project managers to communicate efficiently and track project milestones in real time.

Project schedules are developed and maintained using milestone-based scheduling tools that track engineering, permitting, procurement, utility coordination, inspections, and commissioning activities. Material procurement and equipment lead times are monitored closely to help maintain project schedules and reduce delays.

Estimating is performed in-house using current supplier pricing, labor projections, historical project cost data, and site-specific construction considerations.

4. UNDERSTANDING, APPROACH & MANAGEMENT (continued)

Construction management activities including daily reporting, quality control documentation, safety coordination, material tracking, and project communication are managed digitally to improve coordination between field crews and office staff throughout the project lifecycle.

Quality Control Plan & Dispute Resolution

Rhino Renewables maintains a quality control process focused on workmanship, code compliance, system performance, and project documentation throughout all phases of construction. Project managers and lead electricians perform ongoing inspections during installation to verify compliance with project drawings, manufacturer specifications, and applicable codes.

Installation checklists, photo documentation, equipment verification, and final commissioning procedures are utilized to maintain quality standards and confirm proper system operation prior to project turnover.

Rhino Renewables approaches dispute resolution through proactive communication and collaborative problem solving. Our goal is to identify and address issues early while maintaining open communication between all project stakeholders throughout the duration of the project.

4. UNDERSTANDING, APPROACH & MANAGEMENT (continued)

The expected project schedule is outlined and discussed below. There is room to accelerate the schedule, particularly in the areas of permitting and interconnection. As the Town of Waynesville is the owner of the project, there are significant time savings to be had through expedited permitting and interconnection efforts.

Procurement, Construction, and Installation (2-4 weeks)

Rhino Renewables procures all materials and coordinates delivery logistics, accounting for site access. Installation is performed by in-house licensed electricians and construction staff and includes:

- Solar PV and battery system installation
- Electrical integration and safety verification
- Utility and local authority inspections

Commissioning and Permission to Operate (2-3 weeks)

Upon successful inspection, Rhino Renewables supports utility permission to operate and completes final system commissioning. This includes:

- System testing and verification
- Owner training on normal and emergency operation
- Documentation handoff and closeout

Summary Timeline

<u>Phase</u>	<u>Estimated Duration</u>
Site Due Diligence	5 business days
Engineering, Permitting & Interconnection	4-6 weeks
Construction & Installation	2-4 weeks
PTO & Commissioning	2-3 weeks

1.5 mo
1 mo
1.5 mo
4 MONTHS

5. OTHER FACTORS

Safety Management

Rhino Renewables maintains a strong commitment to jobsite safety through ongoing training, site-specific hazard awareness, and compliance with OSHA safety standards. Safety meetings are conducted regularly, and all field personnel are trained in fall protection, electrical safety, equipment operation, and proper PPE usage. Project managers and crew leaders are responsible for maintaining safe working conditions and ensuring safety procedures are followed throughout all phases of construction.

Rhino Renewables maintains general liability, workers compensation, and commercial auto insurance coverage appropriate for commercial solar and electrical construction projects. Additional safety documentation and site-specific safety plans can be provided upon request.

Current & Projected Workload

Rhino Renewables currently manages a combination of commercial solar, energy storage, and electrical infrastructure projects throughout Western North Carolina and surrounding areas. Our current workload is structured to allow sufficient staffing, project management oversight, and scheduling capacity to complete the Town of Waynesville project without disruption to the proposed project schedule.

Conflict of Interest

Rhino Renewables confirms that this engagement does not present any known conflict of interest involving the Town of Waynesville, its elected officials, employees, or project representatives.

Minority Business Participation

Rhino Renewables supports the participation of qualified minority-owned and disadvantaged businesses in commercial construction projects whenever practical and applicable. Opportunities for participation will be communicated through supplier relationships, subcontractor outreach, and project coordination efforts consistent with project requirements and available scopes of work.

5. OTHER FACTORS (continued)

Additional Relevant Information

Rhino Renewables is a licensed electrical and general contractor specializing in commercial solar and energy storage systems throughout the Southeast. As a NABCEP Accredited PV Installation Company, Rhino Renewables maintains a strong focus on workmanship quality, code compliance, system performance, and long-term serviceability.

Our team has experience delivering resiliency-focused solar and battery storage projects for municipalities, community organizations, and commercial clients, including projects involving backup power systems, microgrid controls, and utility coordination.

Litigation & Claims History

Rhino Renewables has not been involved in any litigation, arbitration, project termination, professional liability claims, or contract disputes related to construction projects within the past ten (10) years.

6. SYSTEM DESIGN & OVERVIEW

Town of Waynesville – Public Works Building

System Specs: 100.8 kW DC, 90 kW AC, 480 kWh BESS

Inverter: 3 x Sol-Ark 30 kW 208v inverters

Battery: 8 x Sol-Ark 60 kWh batteries

System Cost: \$580,749



System Description

Rhino Renewables has designed a solar PV and battery energy storage system consisting of 100.8 kW DC of roof-mounted solar PV coupled with 480 kWh of battery energy storage (BESS). American-made materials were prioritized in the system design. Materials specified in the system design meet all code specifications stated in the RFQ. The proposed system was developed using the 2025 facility energy usage data provided in the

6. SYSTEM DESIGN & OVERVIEW (continued)

RFQ documents, including a maximum recorded demand of approximately 38 kW and annual energy consumption of approximately 112,840 kWh.

The facility's highest monthly energy usage occurred in January at 14,280 kWh, which equates to an average daily consumption of approximately:

$$\frac{14,280 \text{ kWh}}{31 \text{ days}} \approx 460 \text{ kWh/day}$$

The proposed 480 kWh battery system was designed around this highest observed usage month and is intended to provide 24 hours of backup capability. The system also provides more than enough output capacity to support the facility's observed peak demand of approximately 38 kW.

Production modeling estimates the proposed solar PV system will generate approximately 116,248 kWh annually, resulting in an anticipated annual energy offset of approximately 100%. Seasonal production patterns indicate strong solar generation during the spring, summer, and early fall months, allowing the system to efficiently recharge the battery system while offsetting facility energy usage and reducing utility demand charges through peak shaving operation.

During winter months, solar production is expected to decrease relative to summer production, though the system will continue to provide meaningful daytime load reduction and battery recharge capability. The combined solar and battery system is designed to balance emergency resiliency objectives with long-term utility savings while supporting reliable operation throughout the year.

The system is designed for the existing 120/208V, three-phase electrical system and will include automatic transfer equipment, monitoring systems, and utility interconnection coordination required for backup operation, peak shaving functionality, and normal grid-connected solar production.

7. OPERATIONS & MAINTENANCE

Operations & Maintenance Services

Rhino Renewables proposes a comprehensive five-year Operations & Maintenance (O&M) program designed to maximize system performance, minimize downtime, and support the Town of Waynesville's long-term renewable energy goals.

Monitoring & Performance Management

The solar photovoltaic system will include online monitoring capabilities through the inverter manufacturer's monitoring platform. Rhino Renewables will remotely monitor system performance to identify outages, abnormal production decreases, inverter faults, and other operational issues.

Rhino Renewables personnel will notify the Town of Waynesville of significant outages or production deficiencies and initiate troubleshooting procedures as needed.

Bi-annual system performance reports will be provided comparing actual system production to projected production estimates and summarizing system health, maintenance activities, and operational observations.

Preventative Maintenance

Preventative maintenance inspections will be conducted annually and will include:

- Visual inspection of PV modules, racking, wiring, disconnects, and balance-of-system components
- Inspection of rooftop and mounting systems for signs of damage or water intrusion
- Verification of monitoring system functionality and communications
- Inverter operational review, filter cleaning, and firmware updates where applicable
- Electrical connection inspections and hardware torque checks
- Drone-based infrared thermal imaging inspections for hotspot identification
- Testing of safety disconnects and monitoring equipment
- Manufacturer-recommended maintenance activities

7. OPERATIONS & MAINTENANCE

Corrective Maintenance

Rhino Renewables will provide diagnostic and troubleshooting services to address faults or performance issues identified during remote monitoring or preventative maintenance inspections.

Services include:

- Remote diagnostics and troubleshooting
- Coordination and initiation of manufacturer warranty claims
- Recommendations for corrective actions
- On-site service visits as required

Critical inverter failures will receive an initial response within 14 business days, with all other maintenance issues addressed within 30 business days, subject to equipment availability and manufacturer lead times.

Corrective maintenance does not include labor or materials associated with non-warranty repairs, replacement equipment, or owner-requested system modifications unless otherwise agreed upon.

Pricing

Rhino Renewables proposes a five-year Operations & Maintenance agreement at a cost of **\$2,400** annually. Pricing includes the monitoring, preventative maintenance, reporting, and corrective maintenance services described above. Any non-warranty repair labor, replacement equipment, or optional services outside the defined scope will be quoted separately as needed.

YUKON N Series

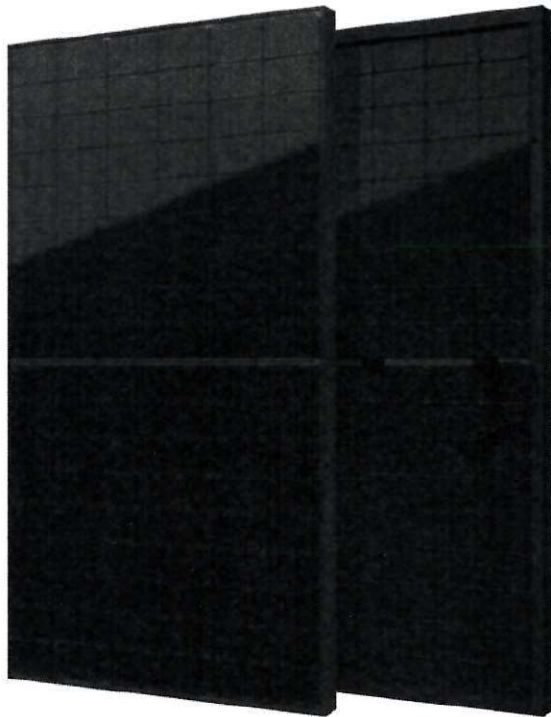
Half-Cell N-Type Bifacial Module

430-445Wp

Module Power Output

22.79%

Max Efficiency



Key Features



High module conversion efficiency



Better temperature coefficient



Super multi busbar technology



Low attenuation long warranty



Superior load capacity



Higher bifaciality

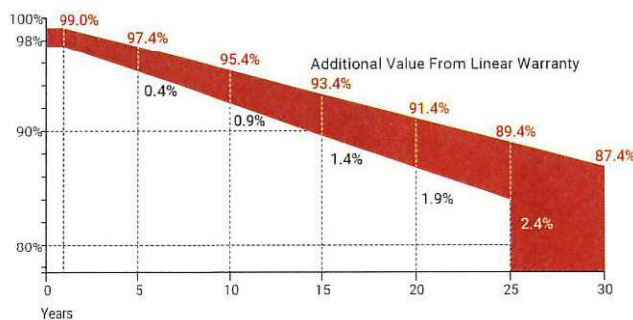


USA based liability insurance



Houston, Texas based company

Warranty



30
Years

Guarantee on product material and workmanship

30
Years

Linear power output warranty

Product Certification

IEC61215; IEC61730; UL61215; UL61730

IEC62804

PID

IEC61701

Salt Mist

IEC62716

Ammonia Resistance

IEC60068

Dust and Sand

IEC61215

Hailstone

Fire Type (UL61730): Type 29

ISO14001:2015; ISO9001:2015; ISO45001:2018



CALIFORNIA ENERGY COMMISSION



About SEG Solar

Founded in 2016, SEG is a leading vertically integrated PV manufacturer headquartered in Houston, Texas, U.S., and is dedicated to delivering reliable and cost-effective solar modules to the utility, commercial, and residential markets. By the end of 2024, SEG had shipped over 6 GW of solar modules worldwide and have achieved a module production capacity of 6 GW.



Download Datasheet

STC: Irradiance 1000 W/m² module temperature 25°C AM=1.5
*Measuring tolerance: ±3%



Raising the bar in innovative
DC **MLPE** solar power systems

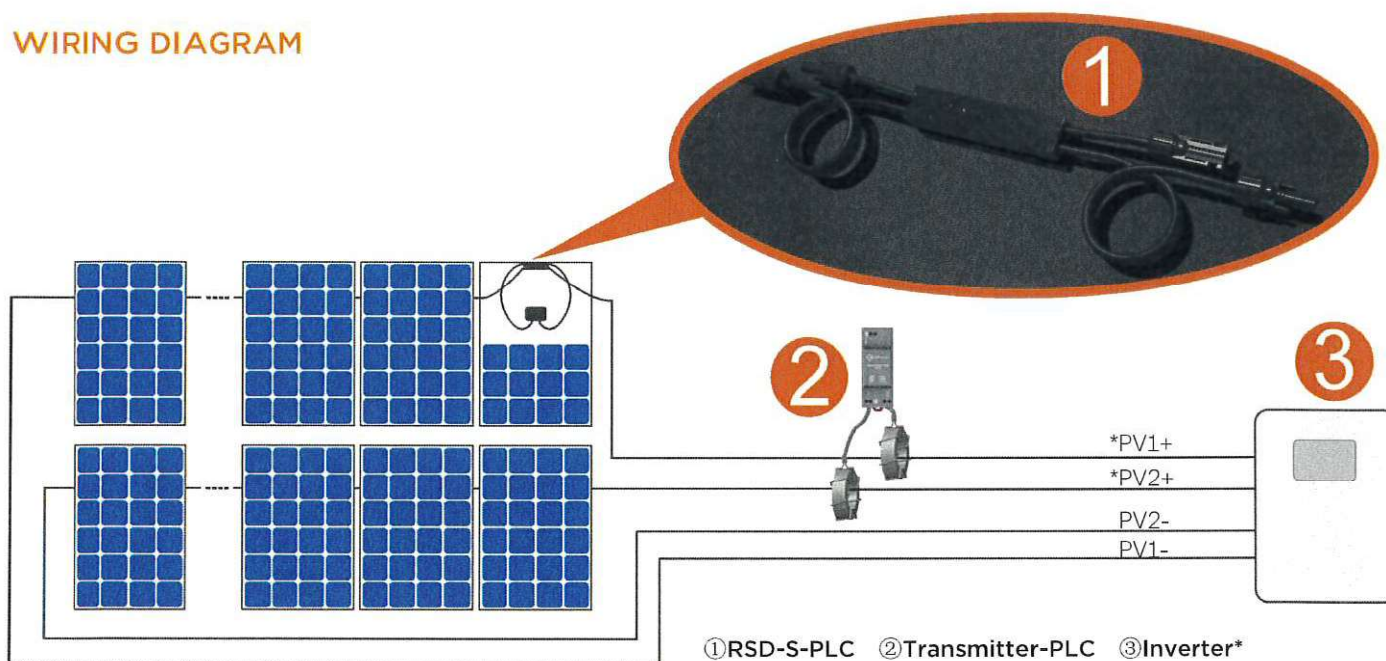


RSD-S-PLC

RAPID SHUTDOWN DEVICE

- ✓ Meets NEC 2017, 2020&2023 (690.12) requirements
- ✓ Executes rapid shutdown of system when Transmitter-PLC signal is absent
- ✓ Meets SunSpec requirements

WIRING DIAGRAM



*Homerun only PV+ cable through core.

*If the inverter includes an integrated SunSpec-certified Rapid Shutdown Transmitter, remove the external transmitter-PLC in the wiring diagram.

The RSD-S-PLC meets SunSpec requirements, maintaining normal function by continually receiving a heartbeat signal from the APsmart Transmitter. The RSD executes rapid system shutdown when the Transmitter signal is absent. Users can manually execute rapid shutdown using Transmitter breaker switch.^{*(1)(2)}

*(1) RSD-S-PLC does not have automatic shutdown function for arc detection. When the system is abnormal, the transmitter signal is cut off by pulling the

TECHNICAL DATA

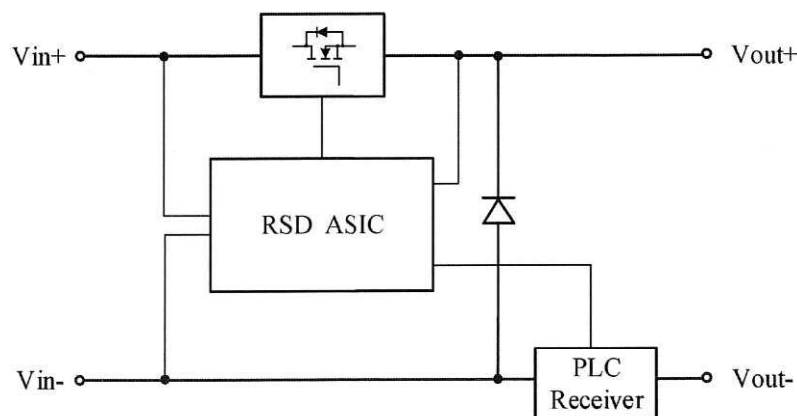
MODEL	RSD-S-PLC
INPUT DATA (DC)	
Input Operating Voltage Range	10.5-80V
Maximum Cont. Input Current (Imax)	15A
Maximum Short Circuit Current (Isc)	25A*
OUTPUT DATA (DC)	
Output Operating Voltage Range	10.5-80V
Maximum System Voltage	1000V/1500V
Maximum Series Fuse Rating	30A
MECHANICAL DATA	
Operating Ambient Temperature Range	-40°F to +185°F (-40 °C to + 85 °C)
Dimensions (without cable & connectors)	5.5" x 1.3" x 0.7"(140 mm x 32 mm x 18 mm)
Cable Length	Input 250mm/Output 1200mm
Cable Cross Section Size	UL:12AWG
Connector	Input: Stäubli MC4 PV-KBT4&KST4 or Customized Output: APsystems specified or Customized
Enclosure Rating	NEMA Type 6P/IP68
Protection Temperature	100°C
FEATURES & COMPLIANCE	
Communication	PLC
Safety Compliance	NEC 2017, 2020&2023 (690.12); UL1741; CSA C22.2 No. 330-17; IEC/EN62109-1; 2PFG2305
EMC Compliance	FCC Part15; ICES-003; IEC/EN61000-6-1/-2/-3/-4

*Only upgrade the authentication parameters, no other changes.



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WORKING SCHEMATIC DIAGRAM



ORDERING INFORMATION

415002	1500V UL, 1.2m cable, Stäubli MC4 PV-KBT4&KST4
4150XX*	1500V UL, 15A, 1.2m cable, Customized connector

*please see the RSD Series Ordering Information



Aire® Flush Mount System



Breathe easy with accelerated installations.

The Aire® racking system has been carefully engineered to streamline every part of the installation process. We've eliminated tiresome hassles, so that you get off the roof and on to your next project faster than ever.

Aire® retains the strength and reliability that IronRidge installers depend on. It also takes wire management to the next level with the first (and only) NEC-compliant rail, formally approved and listed as a cable tray.



Strength Tested

All components have been evaluated for superior structural performance.



PE Certified

Pre-stamped engineering letters are available online for most states.



Class A Fire Rating

Certified to maintain the fire resistance rating of the existing roof structure.



Approved Cable Tray

Open channel listed to NEMA VE 1, certified to hold PV and DG cables.



UL 2703 Listed System

Entire system and components meet the latest effective UL 2703 standards.



25-Year Warranty

Products are guaranteed to arrive without any impairing defects.

Rails

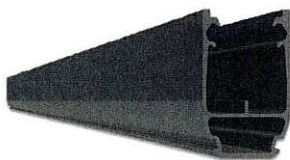
Aire® A1 Rail



The lighter, open Aire® rail for standard conditions.

- 6' spanning capability
- Wire management tray
- Mill or anodized black

Aire® A2 Rail



The tougher, open Aire® rail for higher load capacity.

- 8' spanning capability
- Wire management tray
- Mill or anodized black

Aire® Rail Ties



Structurally connect and bond Aire® Rails together.

- Reinstallable, up to 5x
- Internal splice design
- No more splice rules

Aire® Dock



Connects Aire® Rails to attachments with ease.

- Clicks on, slides easily
- Drops into open slots
- Anodized assembly

Clamps & Grounding

Aire® Lock Mids



Securely bond between modules to Aire® Rails.

- Fits 30-40mm modules
- Utilizes UFO® design
- Minimal 1/2" gap

Aire® Lock Ends



Securely bond modules to Aire® Rails along ends.

- Fits 30-40mm modules
- Easy rail engagement
- Clean aesthetics

Aire® Lock Stealth®



Securely bonds modules to rail ends, entirely hidden.

- Angled for easy install
- Robust tether leash
- Fits most modules

Aire® Lug



Bonds Aire® Rails to grounding conductors.

- Simplified with single bolt
- Low-profile form factor
- Works with 10-6 AWG

Accessories

Aire® Caps



Block entry and provide a finished look to Aire® Rails.

- Stay secure on rail ends
- Symmetrical, with drain
- Cover rough-cut ends

Aire® Clip



Keeps wiring contained in open Aire® Rail channels.

- No module interference
- Simple press-in design
- Slot for easy removal

Aire® MLPE Mount



Securely bonds MLPE and accessories to Aire® Rails.

- Glove-friendly installation
- Lays flush in rail channel
- Low profile form factor

Aire® All Tile Hook



Attaches rails to tile roofs, with Aire® Dock included.

- Works on flat, S, & W tiles
- Single-socket installation
- Optional deck flashing

Resources



Design Assistant

Quickly go from rough layout to fully engineered system.

Go to IronRidge.com/design



Approved for FL Hurricane Zones

Aire® has Florida Product Approval. Additional details can be found on the Florida Building Code website.

Learn More at bit.ly/florida-aire

Commercial: 30K-3P-208V



Perfect for Light Commercial

Simplifies adding energy storage to small commercial buildings.

Native 120/208 3P output simplifies installation removing the need for bulky step-down transformers

AC/DC Coupling Capability

Enabling seamless integration with existing grid-tied PV systems

Allows for efficient DC coupling using the integrated 4x channel MPPT charge controller.

Modular & Scalable Energy

Modular and flexible design allowing for easy installation and expansion.

Accommodates a range of system sizes with outputs starting from 30kW going to 300kW

Seamless Backup Power

Helps met your corporate renewable energy goals and decarbonization efforts

Blazing fast 20ms transfer time with 200A grid relay allows for business continuity during grid outages.

Input Data (PV)	
Max. Allowed PV Power (STC)	39,000W
MPPT Voltage Range	150-500V
Startup Voltage	180V
Max. Input Voltage ¹	550V
Max. operating input current per MPPT	36A
Max. short circuit current per MPPT	55A
No. of MPP Trackers	4
No. of PV Strings per MPPT	2
Max. AC Coupled Input Power	30,000W
Output Data (AC)	
Nominal AC Voltage (3Φ)	120/208V
Grid Frequency	50 / 60Hz
Real Power, max continuous (3Φ)	30,000W
Max. Output Current	83.4A
Peak Apparent Power (10s, off-grid, 3Φ)	45,000VA
Max. Grid Passthrough Current (10min)	200A
Continuous Grid Passthrough Current	180A
Power Factor Output Range	+/- 0.8 (adjustable)
Backup Transfer Time	20ms (adjustable)
CEC Efficiency	96.5%
Max Efficiency	97.5%
Design (DC to AC)	Transformerless DC
Stackable	Up to 10 in parallel
Battery Input Data (DC)	
Battery Chemistry	Lithium-ion
No. of Battery Inputs	2
Battery Input Terminal Rating	50A
Nominal DC Voltage	≥300V
Operating Voltage Range	160 - 500V
Battery Capacity Range	50 — 9900Ah
Max. Battery Charge / Discharge Current	100A (50A per input)
Charge Controller Type	CC/CV - BMS Controlled
Grid to Battery Charging Efficiency	96.0%
Automatic Generator Start (AGS)	2 Wire Start - Integrated
BMS Communication ²	CAN (Controller Area Network)
General Data	
Dimensions (H x W x D)	894 x 528 x 295 mm (35.2 x 20.8 x 11.6 in)
Weight	80 Kg / 176 lb.
Enclosure	IP65 / NEMA 3R
Operating Temperature	-40 – 60°C, >45°C Derating
Operating Altitude ³	2000 m (6561 ft)
Noise Level	< 30 dB @ 25°C (77°F)
Idle Consumption - No Load	60W
Communication and Monitoring	Wi-Fi & LAN Hardware Included
Warranty	10 Years
Category	
Certifications and Listings (Grid Support Interactive Inverter)	UL 1741-2021 (UL1741SB), CSA C22.2 No 107.1-16, IEEE 1547-2018 & 1547a-2020 & 1547.1-2020 (SRD V2.0), UL 1741 CRD-PCS, UL1699B, CEC, SGIP, CSIP
PV DC Disconnect Switch — NEC 240.15	Integrated
Ground Fault Detection — NEC 690.5	Integrated
PV Rapid Shutdown Control — NEC 690.12	Integrated
PV Arc Fault Detection — NEC 690.11	Integrated
PV Input Lightning Protection	Integrated
PV String Input Reverse Polarity Protection	Integrated
Surge Protection	DC Type II / AC Type III

¹ See Installation Guide for details on sizing array strings. Highest input voltage is based on the open-circuit voltage of the array at minimum design temperature.

² Active BMS communication is required for all lithium batteries. See solark.com for list of compatible battery partners.

³ Derating occurs above 2000m (6561 ft).

Sol-Ark reserves the right to modify its specifications at any time and without prior notice. Please visit sol-ark.com for the latest information.

L3 BESS: Outdoor



Modular Solutions

Stack up to 10 inverters
60 battery cabinets for 600kWac
3.6MWh

Efficient and Flexible

Increase business uptime and reliability with industry leading backup power.

Reduce utility demand charges with integrated peak shaving control.

Sell excess energy back to the grid or participate in DER programs.

Scalable and Cost Effective

Maximize ROI with industry-leading cost per kWh.

Reduce wiring costs and integrate electric vehicle charging stations using the GEN port.

Combine renewable energy sources.

Innovative

Integrated controls, 200A transfer relays, AC and DC coupling.

Reduce installation costs with built-in module and cabinet fire suppression.

Integrated 4-channel MPPTs allow maximum charging efficiency.

DATASHEET

L3 HVR

SKU: L3-HVR-60KWH

60K-3P-480V Inverter

30K-3P-208V Inverter

System Data		
Compatible Inverter Model	Sol-Ark 60K-3P-480V	Sol-Ark 30K-3P-208V
Cell Chemistry	Lithium Iron Phosphate	Lithium Iron Phosphate
Nameplate Energy Capacity (DC)	61.44 kWh	61.44 kWh
Usable Energy Capacity (DC) 1	55.30 kWh	55.30 kWh
Built-In DC Disconnect Rating	200A	200A
Internal Fuse Rating	160A	160A
Max. # Battery Units Per Inverter	6	6
Max. # Inverters in Parallel	6	6
Recommend Depth of Discharge	90%	90%
Roundtrip Efficiency Charge/Discharge (DC)	94% (25C, 0.5C)	94% (25C, 0.5C)
System Nominal Voltage (DC)	614.4V	307V
System Operating Voltage (DC)	588V-672V	294V - 336V
Battery Pack Internal Configuration	12s1p	6s2p
Charge/Discharge Current (DC): 2		
- Recommended	100A	100A
- Max. Continuous	100A	100A
- Peak Discharge (60 sec @ 25°C)	125A	125A
Battery Max. Continuous Charge/Discharge Power (DC)	61.44kW	61.44kW
ESS Max. Cont. Charge/Discharge Power (AC)	60kW	30K
Fault Current Contribution per Battery	4,200A / 1.47ms	4,200A / 1.47ms
Mechanical Specifications		
Product Dimensions (WxDxH)	76x107x226 cm (30x42x89 in)	76x107x226 cm (30x42x89 in)
Net Weight	950 kg (2,095 lbs)	950 kg (2,095 lbs)
Mounting Type	Outdoor Enclosure	Outdoor Enclosure
Material and Finish	Steel – Corrosion Resistant Powder Coat	Steel – Corrosion Resistant Powder Coat
Operating Temperature ³ and Humidity	-20°C – 50°C (-4°F – 122°F) – 5%–85% RH	4°C – 43°C (40°F – 110°F) – 5%–85% RH
Operating Altitude ⁴	3000m (9,843 ft)	3000m (9,843 ft)
Storage Conditions ⁵	-4°F – 95°F – Up to 85% RH (non-condensing) and State of Charge (SOC) 30%	
Ingress Rating	IP55 (NEMA 3R)	IP55 (NEMA 3R)
Noise Level @ 1m	75 dBA at 30°C (86°F)	75 dBA at 30°C (86°F)
Seismic Mounting	Up to Category F	Up to Category F
Communication Ports	CAN2.0/RS485	CAN2.0/RS485
Battery Module Specifications		
Battery Module Nominal Energy Capacity	5.12kWh	
Battery Module Nominal Voltage & Capacity	51.2V / 100Ah	
Terminal Type	Amphenol SurLok – Push Lock Connector	
Warranty and Certification		
Performance Warranty ⁶	10 years or 196MWh Throughput	10 years or 130MWh Throughput
Product Warranty	10 years	10 years
Certifications	UL1973, UL9540, UL9540a, UN38.3, FCC, Prop 65	

1. DC usable energy, test conditions: 90% DOD, 0.3C charge and discharge at 25°C. System usable energy may vary due to system configuration parameters.

2. Output current is affected by battery temperature and SOC.

3. Temperature is based on average cell temperature measured by the BMS. Charging is disabled below 0°C (32°F). Derating occurs above 45°C (113°F).

Contact Sol-Ark for Technical Sales for outdoor sites.

4. Battery will operate at a maximum 1C charge/discharge up to 2000m, above 2000m maximum output is derated to 0.8C, contact Sol-Ark for details.

5. Storage temperature of the battery with no charge or discharge

6. EOL (End of Life) 70% retained capacity. See L3 Series warranty document for details.

Sol-Ark has a policy of continuous improvement and reserves the right to modify its specifications at any time and without prior notice. See sol-ark.com for the latest information.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: August 11, 2026**

SUBJECT: Consideration of Resolution Implementing a Fats, Oils, and Grease (FOG) Management Program Under the Town's Existing Sewer Use Ordinance

AGENDA INFORMATION:

Agenda Location: New Business
Department: Public Works
Contact: Laura Yonkers, Deputy Director of Public Works
Presenter: Laura Yonkers, Deputy Director of Public Works

BRIEF SUMMARY: The Town of Waynesville owns and operates a municipal wastewater collection system and treatment facility that serves residential and commercial customers throughout the community.

Discharges of fats, oils, and grease (FOG) from restaurants, food service establishments, commercial kitchens, and similar facilities can accumulate within sewer lines and wastewater infrastructure. FOG buildup can contribute to sewer blockages, sanitary sewer overflows, equipment and treatment-process impacts, increased maintenance requirements, and additional operational costs.

The Town's existing Sewer Use Ordinance prohibits wastewater discharges that obstruct or interfere with the wastewater system. Section 58-139 also prohibits discharges of animal- or vegetable-based fats, oils, and grease greater than 100 milligrams per liter. Staff recommends adoption of a formal FOG Management Program to implement these existing requirements consistently and support compliance with applicable wastewater permit conditions.

DISCUSSION:

The proposed FOG Management Program establishes administrative requirements for applicable commercial users to properly manage fats, oils, and grease generated through business operations. The program implements the existing Sewer Use Ordinance rather than creating a separate discharge prohibition.

Key program requirements include:

- Proper collection, storage, and disposal of waste cooking oils and grease.
- Prohibition of grease, oils, food solids, and similar waste from being discharged into drains.
- Implementation of grease-prevention best management practices and employee training.
- Proper installation, operation, and maintenance of grease traps, grease interceptors, and other approved grease-control devices when required.
- Inspection and cleaning of grease-control devices at least annually.
- Increased cleaning frequency when grease accumulation, operating conditions, inspection results, or wastewater-system impacts show that additional maintenance is necessary.
- Maintenance of records documenting inspections, pumping, cleaning, disposal, repairs, and maintenance activities.

The proposed program provides qualifying existing food service establishments up to three years to install a required grease trap or interceptor. This installation schedule is not an exemption from the Sewer Use Ordinance. The POTW Director may require earlier installation, repair, increased cleaning, or other corrective action when a facility causes or contributes to a blockage, sanitary sewer overflow, interference, nuisance, excessive maintenance, equipment impact, or prohibited discharge.

New food service establishments must install required grease-control devices before beginning operation or connecting to the Town wastewater system. Existing establishments undergoing a qualifying change of use or substantial remodeling may also be required to install an approved device.

MOTION FOR CONSIDERATION: Move to adopt Resolution No. _____ implementing the Town of Waynesville Fats, Oils, and Grease Management Program under the authority of the Town's existing Sewer Use Ordinance and directing the POTW Director, or authorized designee, to administer the program.

FUNDING SOURCE/IMPACT: The program will initially be funded through the existing Water and Sewer Enterprise Fund. Approximately \$10,000 per year has been budgeted for program administration, education, inspections, recordkeeping, and enforcement. Adoption is expected to reduce grease-related blockages, sanitary sewer overflow risk, emergency maintenance, equipment impacts, and avoidable operating costs. Any future user fee or charge will be presented separately through the approved sewer-use charge and fee schedule in accordance with § 58-159.

Ian Barrett, Finance Director

Date

ATTACHMENT:

1. **Proposed Resolution No. _____**
2. **Public Comment Summary**

MANAGER'S COMMENTS:

RESOLUTION NO. R-19-26

A RESOLUTION OF THE COUNCIL OF THE TOWN OF WAYNESVILLE, NORTH CAROLINA, ESTABLISHING A FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM FOR FOOD SERVICE ESTABLISHMENTS AND OTHER APPLICABLE USERS OF THE TOWN'S WASTEWATER SYSTEM

WHEREAS, the Town of Waynesville owns and operates a municipal wastewater collection system and treatment facility for the protection of public health, environmental quality, and the welfare of the community; and

WHEREAS, excessive discharge of fats, oils, and grease (FOG) into the sanitary sewer system can cause blockages, sanitary sewer overflows, increased maintenance costs, damage to wastewater infrastructure, and operational issues at the Town's wastewater treatment facility; and

WHEREAS, the State of North Carolina, through applicable wastewater regulations and the North Carolina Department of Environmental Quality (NCDEQ), requires municipalities to properly operate and maintain wastewater systems and prevent conditions that may adversely impact treatment performance or public health; and

WHEREAS, food service establishments, commercial kitchens, and other applicable users have the potential to discharge significant quantities of FOG into the Town's sanitary sewer system; and

WHEREAS, the Town of Waynesville recognizes the need for a FOG Management Program to reduce sewer blockages, protect infrastructure, improve wastewater system reliability, and comply with applicable state and federal requirements; and

WHEREAS, the staff finds that preventing FOG-related problems through education, outreach, and user compliance is a responsible and cost-effective approach for protecting the Town's wastewater system; and

WHEREAS, the Town intends for the initial FOG program to focus on education, notification, guidance, and compliance requirements for affected users; and

WHEREAS, affected businesses shall be responsible for compliance with applicable FOG control requirements, including proper handling, storage, disposal, and prevention of discharge of fats, oils, and grease into the wastewater system.

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

SECTION 1. Establishment of FOG Program.

The Town of Waynesville hereby establishes a Fats, Oils, and Grease (FOG) Management Program for applicable commercial users, including food service establishments and other facilities identified as having the potential to discharge FOG into the Town's wastewater collection system.

SECTION 2. Program Purpose.

The purpose of the FOG Program shall be to:

- A. Reduce the discharge of fats, oils, and grease into the Town sewer system;
- B. Prevent sewer blockages and sanitary sewer overflows;
- C. Protect public health and the environment;
- D. Reduce unnecessary maintenance and repair costs;
- E. Promote responsible wastewater practices by businesses and residents.

SECTION 3. Business Compliance Requirements.

SECTION 2. Business Responsibilities.

All applicable businesses connected to the Town wastewater system shall be responsible for preventing the discharge of excessive amounts of fats, oils, grease, and food waste into the sanitary sewer system.

Businesses shall:

- A. Collect and properly dispose of waste cooking oils and grease;
- B. Prevent grease from being poured into sinks, floor drains, or wastewater lines;
- C. Use approved best management practices for grease prevention;
- D. Maintain grease traps, grease interceptors, or other approved grease control devices where required.

SECTION 3. Grease Trap and Interceptor Maintenance Requirements.

Commercial food service establishments with grease traps or grease interceptors shall inspect and clean their grease control devices at least once every twelve (12) months.

Based on inspection results, operational conditions, grease accumulation, sewer system impacts, or other factors identified by the Town, more frequent inspection, pumping, cleaning, or maintenance may be required.

Businesses shall maintain records documenting:

- A. Inspection dates;
- B. Cleaning or pumping dates;
- C. Service provider information, when applicable;
- D. Maintenance activities performed.

Records shall be made available upon request by the Town.

SECTION 4. Installation Requirement for Businesses Without Grease Control Devices.

Existing commercial food service establishments that do not currently have an approved grease trap or grease interceptor shall install an appropriate grease control device within three (3) years of adoption of this Resolution unless an alternative compliance method is approved by the Town.

New food service establishments shall install required grease control devices prior to beginning operation or connecting to the wastewater system.

The size, design, and installation of grease control devices shall comply with applicable plumbing codes, wastewater regulations, and Town requirements.

SECTION 4. Education and Outreach.

The Town Manager and Public Works Department are authorized to develop and distribute educational materials regarding FOG prevention, including:

- A. Information for restaurants, food service establishments, and commercial users;
- B. Public education materials for residential customers;
- C. Guidance regarding proper disposal practices;
- D. Information regarding impacts of FOG on sewer infrastructure.

SECTION 5. Financial Limitations.

The Town's initial FOG Program shall be administered through existing staff resources and shall prioritize:

- A. Public and business education;
- B. Distribution of informational materials;
- C. Notification of program requirements;
- D. Encouraging compliance.

Nothing in this resolution shall require the Town to provide funding, reimbursements, equipment, inspections, or services beyond available budgeted resources unless specifically authorized by the Town Council.

SECTION 6. Enforcement Authority.

The Town retains authority to require compliance with applicable wastewater regulations, the Town Code, sewer use ordinances, and any requirements necessary to protect the municipal wastewater system.

Failure to comply with applicable requirements may result in enforcement actions authorized by law.

SECTION 7. Implementation.

The Town Manager is directed to implement the FOG Management Program and provide periodic updates to the Board regarding program effectiveness, challenges, and future recommendations.

SECTION 8. Effective Date.

This Resolution shall become effective upon adoption.

Adopted this ____ day of _____, *20*.

TOWN OF WAYNESVILLE, NORTH CAROLINA

Mayor

ATTEST:

Town Clerk

Information to address in promotional material

TOWN OF WAYNESVILLE, NORTH CAROLINA
FATS, OILS, AND GREASE (FOG) MANAGEMENT PROGRAM
BUSINESS GUIDANCE AND REQUIREMENTS

Protecting Our Wastewater System Through Responsible Practices

The Town of Waynesville operates and maintains a public wastewater collection system and treatment facility that serves residents and businesses throughout the community. Fats, oils, and grease (FOG) discharged into the sanitary sewer system can create blockages, sewer backups, increased maintenance costs, and operational problems.

The Town has established a FOG Management Program to educate businesses and prevent grease-related sewer problems.

WHO MUST FOLLOW THIS PROGRAM?

This program applies to businesses and facilities that prepare, cook, serve, or process food products, including:

- Restaurants
- Cafeterias
- Bakeries
- Schools and institutions
- Food service establishments
- Commercial kitchens
- Other businesses that may discharge grease or food-related waste

BUSINESS RESPONSIBILITIES

Businesses connected to the Town wastewater system are responsible for preventing fats, oils, and grease from entering the sewer system.

Required practices include:

1. PROPER GREASE DISPOSAL

DO:

- ✓ Collect used cooking oil and grease in approved containers
- ✓ Recycle or dispose of grease through approved methods
- ✓ Keep grease containers closed and protected from spills

DO NOT:

- ✗ Pour grease, oil, or cooking fats down drains
- ✗ Wash grease into floor drains or sinks
- ✗ Dispose of food waste through drains

2. REMOVE FOOD WASTE BEFORE WASHING**Businesses should:**

- ✓ Scrape food waste into trash or compost containers
- ✓ Use drain screens or strainers where appropriate
- ✓ Prevent food particles from entering plumbing systems

3. MAINTAIN GREASE CONTROL EQUIPMENT**Where required:**

- ✓ Properly operate grease traps or grease interceptors
- ✓ Keep equipment accessible for maintenance
- ✓ Maintain equipment according to manufacturer recommendations

4. TRAIN EMPLOYEES**Owners and managers should ensure employees understand:**

- Proper grease handling procedures
- Disposal requirements
- The impact of FOG on the sewer system

WHY FOG MANAGEMENT MATTERS**When fats, oils, and grease enter sewer pipes, they can:**

- Harden and build up inside pipes
- Cause sewer backups
- Create unpleasant odors
- Increase wastewater system maintenance costs
- Damage public infrastructure

Town of Waynesville wastewater customers share responsibility for protecting the sewer system.

TOWN SUPPORT

The Town of Waynesville will provide:

- ✓ Educational materials
- ✓ FOG prevention guidance
- ✓ Information regarding best management practices
- ✓ Community outreach and awareness

Businesses are responsible for implementing practices necessary to prevent FOG discharges.

COMPLIANCE

Businesses are expected to comply with Town requirements, applicable wastewater regulations, and best management practices.

Failure to properly manage FOG may result in corrective actions as authorized by Town ordinance and applicable regulations.

QUESTIONS OR ADDITIONAL INFORMATION:

Town of Waynesville

Public Works Department

Phone: _____

Website: _____

Working together to protect our wastewater system.

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 08.11.2026**

SUBJECT: Budget Amendment for Public Works

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Public Works
Contact: Hutch Reece
Presenter: Hutch Reece

BRIEF SUMMARY: The Town of Waynesville Public Works Department requests authorization to utilize Powell Bill reserve funds to cover the costs of repairs and maintenance completed for East street, Auburn Drive, and Allen's Creek curb and sidewalks. These repairs were critical need.

MOTION FOR CONSIDERATION: Approve the Budget Amendment

FUNDING SOURCE/IMPACT: Powell Bill reserved/restricted funds



Ian Barrett, Finance Director

8.4.2026

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-32-26

Amendment No. 2 to the 2026-2027 Budget Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to amend the 2026-2027 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the 2026-2027 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Powell Bill Reserves	\$310,747
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Increase the following appropriations:

Streets- Paving, Powell bill	\$310,747
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Adopted this 11th day of August 2026.

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: August 11, 2026**

SUBJECT: Appointment to the Environmental Sustainability Board

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Sustainability
Contact: Candace Poolton
Presenter: Chuck Dickson

BRIEF SUMMARY

The ESB has received several applications for two vacancies and one alternate vacancy. They will make recommendations at tonight's meeting.

MOTIONS FOR CONSIDERATION

A motion to appoint _____ to the Environmental Sustainability Board.

ATTACHMENTS:

ESB applications

MANAGER'S COMMENTS AND RECCOMENDATIONS