

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: March 24th, 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. February 24, 2026 Regular Meeting Minutes
 - b. February 27, 2026 Planning Retreat Minutes
 - c. March 4, 2026 Special Called Meeting Minutes
 - d. Call for a Public Hearing for April 14, 2026, to consider a request for annexation of the western portion of the 57.5-acre parcel located at 192 Ratcliff Cove Road, Waynesville, NC 28786 (PIN 8625-08-4616).
 - e. Appointment of Bridget Shaughnessy to the Downtown Waynesville Commission
 - f. Appointment of Anna Sutton to the Historic Preservation Commission
 - g. Appointment of Jules Huntsberger to the Waynesville Public Art Commission
 - h. Position Reclassification Request: Finance Department
 - i. Hot Summer Nights Special Event Permit
 - j. Sharp Contract Renewal

Motion: To approve the consent agenda as presented

E. PROCLAMATION

3. Developmental Disabilities Awareness Month

- Mayor Gary Caldwell and Todd Barbee Arc of Haywood Executive Director

F. PRESENTATIONS

4. Recognition of Evan Davis’s promotion

- Police Chief David Adams

5. Main Street Mural Public Art Commission Presentation-Final Design Approval

- Max Dowdle, Muralist

Motion: To approve the final design for the Historic Main Street Mural commissioned by Max Dowdle to be installed at 121 North Main Street.

6. Presentation by WithersRavenel engineers on the update to the Stormwater Master Plan.

- WithersRavenel

7. Presentation on “Electrification of the Town Fleet”

- William Hite

Motion: Adopt the Fleet Electrification Policy to guide the replacement of passenger and light-duty municipal vehicles with electric vehicles at the end of their useful lives and to establish a 2050 clean energy goal for the Town’s fleet.

G. OLD BUSINESS

8. Budget Amendment and agreement for brick sidewalk installation along Walnut Street as part of NCDOT U-5839.

- Elizabeth Teague, Development Services Director

Motion: To approve the attached TIP agreement and budget amendment for additional costs to NCDOT to install brick pavers as part of the new sidewalk along Walnut Street.

H. NEW BUSINESS

9. Pride on Main: Special Event Permit Amendment Request

- Dr. Printer McIntosh, Founder – Haywood County Pride on Main

Motions:

1)Motion to approve an amendment to Haywood County Pride’s special event permit in order to permit an extension of the event boundary and road closure to the intersection of Wall Street and Howell Street.

2a) Motion to approve a temporary social district to be permitted during the Pride on Main special event with an identical boundary to that of the previously permitted temporary social district established for the TDA’s Ice Festival special event

----- OR -----

2b) Motion to approve a temporary social district to be permitted during the Pride on Main special event with a boundary that includes the boundary of the previously permitted temporary social district established for the TDA’s Ice Festival special event with the addition of an extension down Wall Street to the intersection of Howell Street.

10. Council permission to apply for the TDA Capital Improvement Grant for the construction of the Boyd Ave Greenway Connector

- Alex Mumby, Land Use Administrator

Motion: To approve staff to apply for the TDA Capital Improvement grant for the construction of the Boyd Ave Greenway Connector.

11. Report on Unpaid Property Taxes/Yearly Tax Advertisement in Local Paper

- Sharon Agostini, Tax Collector

Motion: To approve the yearly tax advertisements in *The Mountaineer* in accordance with NCGS 105-369.

12. Reallocation of Previous PARTF Matching Funds for Playground Replacement Project

- Luke Kinsland, Recreation Director

Motion: To approve reallocating the previously approved \$200,000 in PARTF matching funds to support submission of a new PARTF grant application for the replacement of the existing wooden playground structure with a modern, accessible playground, with a proposed total project budget of approximately \$500,000.

13. Budget Amendment

- Beth Gilmore, DWC Executive Director

Motion: To approve a budget amendment for up to \$12,000.

14. Revisions to DWC Rules and Procedures

- Beth Gilmore, DWC Executive Director

Motion: To approve revisions to DWC Rules and Procedures.

15. Town Expense for Supporting Special Events
 - Jesse Fowler, Deputy Town Manager
16. Authorize the staff to advertise for architectural services to design Fire Station #2
 - Rob Hites, Town Manager

Motion: Authorize the staff to draft an RFQ to engage a firm to design Fire Station #2.

I. COMMUNICATION FROM STAFF

17. Manager's Report
 - Town Manager, Rob Hites
18. Town Attorney's Report
 - Town Attorney, Martha Bradley

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

K. ADJOURN



TOWN OF WAYNESVILLE

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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. April 14	Town Council Meeting – Regular Session
April 17-18	Appalachian True Heritage Festival on Main Street
Tues. April 28	Town Council Meeting – Regular Session
Tues. May 12	Town Council Meeting – Regular Session
Tues. May 26	Town Council Meeting – Regular Session
Tues. June 9	Town Council Meeting – Regular Session
Tues. June 23	Town Council Meeting – Regular Session
Friday, June 26	Mountain Street Dance 6:30-9pm
Sat. July 4 th	Stars & Stripes Kids Parade 11am-1pm
Tues, July 14	Town Council Meeting – Regular Session
Friday July 17	Mountain Street Dance 6:30-9pm
Tues. July 28	Town Council Meeting – Regular Session
Friday August 7	Mountain Street Dance 6:30-9pm
Tues. August 11	Town Council Meeting – Regular Session
Tues, August 25	Town Council Meeting – Regular Session
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 – March 2026

ABC Board	ABC Office – 52 Dayco Drive	March 17th 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	March 3rd 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month- March 17th 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	March 17th 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	March 5th 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	March 4th 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	March 16th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	March 12th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	March 16th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	March 25th 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
February 24, 2026

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, February 24, 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 6:05 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Rob Hites, Town Manager
Jesse Fowler, Deputy Manager
Martha Bradley, Town Attorney
Candace Poolton, Town Clerk/Assistant to the Manager
Elizabeth Teague, Development Services Director
Alex Mumby, Land Use Administrator
Fire Chief Chris Mehaffey
Assistant Fire Chief Cody Parton
Luke Kinsland, Recreation Director
Hutch Reece, Public Works Deputy Director of Operations

The following members of the media were present:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Council meeting is the Annual planning Retreat on February 27th, there's an open house at the Rec Center for the new Master Plan on the 25th, and a Council review session on the 26th.

B. PUBLIC COMMENT

Terry Clark- Mr. Clark said he moved here five years ago and he is concerned about accelerated growth. He said he supports healthy growth that protects the quality of life of the people who live here. Mr. Clark requested that Council vote against the 192 Ratcliff Cove annexation.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to delete from the agenda, items 7 “Pride on Main: Special Event Permit Amendment Request” 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 so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2.
 - a. Motion to approve the February 10, 2026 Regular Meeting Minutes
 - b. Motion to approve amended contract to extend audit date.
 - c. Motion to recommend the appointment of Kathy Lalonde to the County Commissioners to serve on the Waynesville Planning Board as the ETJ representative
 - d. Motion to approve the Resolution Authorizing the staff to submit a “Lead Service Line Grant/Loan

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to add to the consent agenda, “recommend the appointment of Kathy Lalonde to the County Commissioners to serve on the Waynesville Planning Board as the ETJ representative” and to approve the “Resolution Authorizing Staff to submit a ‘Lead Service Line Grant/Loan’” and approve the consent agenda as amended. The motion passed unanimously.

E. PRESENTATIONS

3. Promotions and New Hires
 - Chief Chris Mehaffey and Assistant Chief Cody Parton

Fire Chief Chris Mehaffey announced Fire Marshal Claudio Fuentes’ and Lieutenant Jonathan Brooks’ promotions and recognized the full time hiring of Dustin Rohe and Lucas Williamson.

F. PUBLIC HEARING

4. Public hearing to consider a map amendment (rezoning) for the 4.96-acre parcel at 38 Hall Top Road, Waynesville, NC (PIN 8616-13-3822).
 - Alex Mumby, Land Use Administrator

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to open the public hearing at 6:20pm. The motion passed unanimously.

Land Use Administrator Alexy Mumby reported that on January 29th, 2026, the Town received a rezoning application for the 4.96-acre property at 38 Hall Top Road. He explained that the property currently lies within the Town's corporate boundaries and is zoned Hall Top Residential Low Density (HT-RL). Mr. Mumby said the applicant is requesting to rezone the property to the Dellwood Residential Medium Density (D-RM) zoning district which is currently the zoning district that is along the portion of Russ Ave north of the bypass. He described the property as being adjacent to the multi-tenant commercial center which contains Big Lots and Firestone and is zoned Russ Ave Regional Center (RA-RC). He said the proposed rezoning would allow for a multifamily residential development on this property as a permitted use and the base density would increase from 6 units per acre to 8 units per acre, but the maximum density allowed with a Special Use Permit would stay the same at 12 units/acre. Mr. Mumby said regardless of rezoning, up to three-story buildings are allowed on the property. He reviewed the purposes and uses allowed by each aforementioned zoning district. He explained that with the proposed rezoning, Child and Adult Day Cares and Multi-Family housing would be allowed, but Golf and Country Clubs, Animal Support Production, and Crop Production would no longer be allowed. He explained that the road is NCDOT maintained right now, but the Town may require improvements to the roads that would go to the development.

Mr. Mumby said the proposed rezoning could create opportunities for cluster or multi-family housing and increase the land's value. Under the proposed zoning, Mr. Mumby explained that this property could never meet the same density, scale, or height of the Mountain Creek Apartments, nor does it have the acreage for the number of units included in the Palisades at Plott Creek. However, Mr. Mumby said the option for multi-family development creates an opportunity for re-investment, growth, and high tax value.

He added that staff appreciates that the Hall Top neighborhood is a well-established area of single-family homes and that the applicant is in a due diligence process to see if a rezoning is possible, and if it is not, then there other options for the redevelopment of this property. Mr. Mumby said that under current zoning, this property could accommodate an estimated 10 or more single family homes or a larger townhome development of approximately 24 units.

Councilmember Dickson said that the 2035 Future Land Use Map was adopted in 2020 by the same Council, and the community decided what future development in Waynesville should look like. He said the community decided this property was projected to be medium to high density, and the applicant it only seeking medium density rezoning. Councilmember Feichter asked if the property is served by water and sewer. Mr. Mumby said they would be able to have access to water and sewer and the developer would be responsible for the cost associated with it. Councilmember Sutton said that the current zoning would allow up to 12, three-story townhomes. Councilmember Sutton clarified that changing the ordinance, which is what rezoning would do, requires a legislative hearing, not quasi-judicial.

Bobby Funk (development director for Mills Construction)- Mr. Funk said Mills Construction hopes to build affordable senior housing on the property. He said that everything they develop is owned and managed by the Mills Team. Mr. Funk said they will have to extend the water main to increase water pressure. He acknowledged concerns of nearby residents regarding stormwater runoff, and he said they will comply with the Town's stormwater ordinance and have a stormwater retention area on site. He reminded Council that the actual development would go through the site plan process and go through the quasi-judicial process. He said the proposed development will address the housing needs in Waynesville, which include affordable housing for people aged 55 and older.

Councilmember Feichter asked if the development would be dependent on tax credits for the affordable housing aspect. Mr. Funk said they don't know if it's going to be financed through affordable tax credits, but could be funded through other sources, and they could move forward with building the apartments even if they were denied the tax credits. Councilmember Sutton mentioned the proposed project would do well as affordable housing because it's close to shopping centers.

Vicki Mangieri- Ms. Mangieri said she lives in a rural community near Hall Top. She said there are many bad accidents on Russ Ave and Phillips. Ms. Mangieri said if there are 59 proposed units, then that means 100 or more people could live there, and that means more vehicles driven by people of an age group that would contribute to more accidents. She requested that Council consider the impact of the housing to infrastructure. She said the rest of Hall Top is also very dangerous. She stated that she is not against growth or housing, but she is opposed to this rezoning.

Nancy Crawford- Ms. Crawford reported that she lives on Phillips Road. She said her property has been flooded and water runoff is currently an issue. She also said that traffic is already a major issue and vehicles back up past her house, blocking her driveway. She said she is opposed to this rezoning.

Becky Phillips- Ms. Phillips said she lives on Phillips Road and cited similar concerns and issues as Ms. Crawford. She said she is opposed to this rezoning.

Terry Clark- Mr. Clark said he is a business owner and sits on the Smoky Mountain Event Center board. He said the rezoning seems sugar coated and lacks common sense. He said he disagreed with the 2035 Plan.

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

Councilmember Feichter said annexation and rezoning is what shapes Waynesville and it defines growth. He said the property is not typical for the area as it sits close to the expressway, is relatively flat, and the Future Land Use (FLU) Map shows the area as being rezoned to medium to high density. He said the FLU was adopted intentionally to help guide decisions like this. Councilmember Feichter said infrastructure already exists and high density uses are already allowed nearby.

Councilmember Dickson said the traffic problems are an issue. He said that he lives across from Plott Creek apartments that have over 200 units, and the concerns about traffic ended up being unfounded. He said that many studies have been done, and Waynesville does have an aging population, and the problem will get worse.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to find the rezoning request as being consistent with the 2035 Comprehensive Land Use Plan and is reasonable and in the public interest in that it continues to promote smart growth principals in land use planning and zoning by encouraging infill, mixed-use, and context sensitive development, and that it creates a range of housing opportunities and choices by promoting a diverse housing stock including market rate, workforce housing, and affordable options that appeal to a variety of households. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the rezoning because it continues to promote smart growth principals in land use planning and zoning by encouraging infill, mixed-use, and context sensitive development. The motion passed unanimously.

G. OLD BUSINESS

5. Bid Award – Waynesville Dog Park Construction Project
 - Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland reported that bids for the Waynesville Dog Park project were publicly opened on February 17, 2026, and after reviewing all submitted bid packages and verification of contractor licensure, the project engineer, Civil Design Concepts, recommends awarding the construction contract to Southern Appalachian Grading and Excavation, Inc. He said their proposal includes the base bid and Alternate #2 (stockpiling existing volleyball court sand and moving it to the new site by the Bi-Lo pavilion) for a total amount of \$220,000. He said this bid includes site grading, mulching, drainage improvements, and parking. Mr. Kinsland explained that the base bid does not include fencing, lighting, or landscaping, which will be included in a later phase. He said that Council could choose to table lighting for another year to what the Town receives for FEMA reimbursement and PARTF grant. Mr. Kinsland said that bids for fencing the dog park and ballfields will come in tomorrow.

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to award the construction contract for the Waynesville Dog Park project to Southern Appalachian Grading and Excavation, Inc., in the amount of \$220,000, as recommended by Civil Design Concepts. The motion passed unanimously.

H. NEW BUSINESS

6. Waynesville Chili Cookoff Stroll: Special Permit Application and Request for Temporary Social District
 - Kirk Noonan, Board Chair – Waynesville Rotary Club

Rotary Club Chair Kirk Noonan reported that the Waynesville Rotary Club is planning to host their annual Chili Cookoff Stroll on Main Street, and they are requesting the Town Council to permit a temporary social district during the event to be held on February 28th 12pm-4pm. He said the proposed temporary social district would exist within the same boundary as the temporary social district previously permitted during the TDA's Ice Festival special event.

Councilmember Dickson asked Mr. Noonan, that as a business owner, how the first Ice Fest Social District went. Mr. Noonan said he saw a 30-50% increase in sales because of the social district.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the Waynesville Rotary Club's application for a special event permit to host the 2026 Waynesville Chilli Cookoff Stroll. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to approve a temporary social district to be permitted during the 2026 Waynesville Chili Cookoff Stroll with an identical boundary to that of the previously permitted temporary social district established for the TDA's Ice Festival special event. The motion passed unanimously.

7. Approve Submission of NC Forest Service Urban and Community Forestry Program and match of up to \$13,000
 - Councilmember Dickson

Councilmember Dickson said the Environmental Sustainability Board would like to get permission from Council to submit a NC Forest Service Urban and Community Forestry Program grant in the amount of \$59,000. He said that if they received the grant, he would request that Council match up to \$13,000. He said the grant would be used to contract services of a consultant to produce a tree inventory, assess all of Town trees (on Town property and rights of way), and to develop a tree management plan and budget.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve ESB to apply for grant and pledge up to \$13,000 from General Fund as a match for the grant. The motion passed unanimously.

8. Recreation Center HVAC Replacement and Indoor Air Quality Improvements – Weight Room and Aerobics Room
 - Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland requested that Council appropriate funding for HVAC improvements at the Waynesville Recreation Center to address ongoing equipment failures and long-standing seasonal indoor humidity issues affecting facility operations, safety, and user comfort. He said that a recent evaluation identified that Unit 8, which serves key program areas, has experienced a major refrigerant leak and is no longer repairable and that the indoor air handler, manufactured in 1999, is nearing the end of its useful life and presents a risk of additional failures. Since the 2008 HVAC installation in the weight and aerobics rooms, Mr. Kinsland said the Town has experienced recurring humidity and condensation issues in those spaces during the summer months. He explained that while staff has mitigated the issue in the short term by utilizing portable dehumidifiers within the rooms, this approach is not sustainable, requires ongoing staff intervention, and does not address the underlying mechanical deficiencies of the system.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to appropriate funding in the amount of \$29,344 for the replacement of HVAC Unit 8 and the installation of dehumidification and airflow improvements in the weight and aerobics rooms at the Recreation Center. The motion passed unanimously.

9. Solid Waste Routing Software
 - Hutch Reece, Deputy Director of Operations

Public Works Deputy Director of Operations Hutch Reece reported that the Solid Waste Division is requesting authorization to purchase and implement solid waste routing software. Over the past five months, Mr. Reece

said the Operations team evaluated four software providers specializing in municipal solid waste collection and selected *Trash Flow*, a company with more than 35 years of industry experience. Mr. Reece explained that *Trash Flow* will modernize the sanitation operations through real-time route tracking, service verification, and data-driven performance metrics. He said the system will improve route efficiency, reduce missed collections, balance workloads, and help control fuel and overtime costs. He added that it provides measurable data to support staffing, fleet planning, and long-term operational decisions. Mr. Reece said that this investment increases service reliability, accountability, and transparency while positioning the Town for sustainable growth.

He presented the financial impact, which is already budgeted in the Streets and Sanitation operating budget:

- **One-time implementation fee:** \$4,575 (licensing, program setup, and features)
- **Annual technical and cloud support:** \$1,269
- **Monthly recurring fleet software cost:** \$247.50 (TeleRoute installation on existing vehicles)

Councilmember Feichter requested that Mr. Reece take a snapshot before the software is implemented so they can measure the effects of the software moving forward (fuel cost savings, etc).

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to authorize Public Works staff to proceed with the purchase and implementation of TrashFlow software as presented. The motion passed unanimously.

G. COMMUNICATION FROM STAFF

10. Manager's Report

- Town Manager, Rob Hites

Town Manager Hites reminded Council that they have a retreat on the 27th.

11. Town Attorney's Report

- Town Attorney, Martha Bradley

Nothing to report.

H. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to cancel the March 10th, 2026 Regular Meeting. The motion passed unanimously.

Councilmember Dickson said there have been many complaints about Sunnyside Road.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to direct Development Services to meet with the Annexation applicant (Queen Development) and NCDOT to come up with a plan to address the problems with Sunnyside Road. The motion passed unanimously.

Councilmember Dickson cited NCGS 136-18 (27) that allows for private agreements between the Developer and NCDOT.

I. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to adjourn at 7:51pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Planning Retreat
February 27, 2026

THE WAYNESVILLE TOWN COUNCIL held a special meeting on Friday, February 27, 2026, at 8:30am in the Waynesville Recreation Center located at 550 Vance Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:03 pm with the following members present:

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

The following staff members were present:

Rob Hites, Town Rob Hites, Town Manager
Jesse Fowler, Deputy Manager
Candace Poolton, Town Clerk/Assistant to the Manager/PIO
Page McCurry, Human Resources Director
Ian Barrett, Finance Director
Charam Miller, Assistant Finance Director
Luke Kinsland, Recreation Director

The following members of the media were present:

Paul Nielsen, The Mountaineer
Cory Vaillancourt, Smoky Mountain News

1. Call to Order

Mayor Gary Caldwell Called the meeting to order at 8:33am.

2. Review of FY 2024-25 end of year fund balances

- Ian Barrett, Finance Director

Finance Director Ian Barrett reported that in Fiscal Year (FY) 2025, \$671,631 was added to the General Fund balance, making the total amount in Fund Balance \$14,039,092. He said that is 72% of General Fund expenditures. Mr. Barrett reviewed the Restricted & Assigned Amounts in Available Fund Balance:

- Public Safety \$ 63,031
- Streets – Powell Bill \$ 386,436
- Streets – Paving \$ 31,250
- Culture & Recreation \$ 29,732
- Unspent Debt (Fire) \$ 40,526
- Unspent ARPA funds \$ 0

Total \$550,975

Mr. Barrett reported that sales tax revenue is up 8% from last year and they recommend a 2-3% increase for next year, because historically, Waynesville outperforms the state average. He said that the Town Tax Collector has been doing an outstanding job, and that she collected more last year than what they budgeted. Mr. Barrett commented that the Main Street District Property Tax revenue is amazing for a town of our size at \$4,324.17. He said that expenditures are doing well, and that we've only spent 52% of what was budgeted despite being almost ¾ through the fiscal year. Mr. Barrett said that Water capacity and Sewer capacity fees are higher. He reminded Council that the debt service payment for the sewer plant is not due until May. For the Electric fund, Mr. Barrett said the town is spending less than they're making.

Mr. Barrett said there will be a property revaluation in 2027, and inflation is cooling down. He pointed out that retirement and insurance costs are significantly increasing. Mr. Barrett said they added over \$30 million in property value last year.

3. Review of Outstanding FEMA expenditures/ impact

- Charam Miller, Assistant Finance Director

Assistant Finance Director Charam Miller reviewed the open FEMA projects including the Public Works Slope, Wildcat Subdivision, Walnut Trail Bridge, Dog Park, Bi-Lo Pavilion, Vance Street Ball Complex, Recreational Ballfield Complex, and vehicle replacements for vehicles damaged in the flood. She said the estimated cost for the Town to fully cover and complete the outstanding projects would be \$3,832,000. Ms. Miller said that for many of these projects, FEMA wants to reimburse very little of what the project actually costs. Ms. Miller reviewed the pending FEMA projects including the Watershed, Debris Removal, Greenways, and Bio-Retention, totaling an estimated cost of \$296,000. She said they are working with FEMA to get these costs obligated, which means there's a possibility that they still would not receive the funds. Ms. Miller reviewed the completed projects totaling \$941,694. Town Manager Hites said they have been following FEMA's instructions to the letter, and they are still denying funds, which means the town would have to pay for these projects using the General Fund. Councilmember Feichter said that means the taxpayer would have to fund the repairs because FEMA is refusing to fund the projects they said they would, and has only funded 13% of the total projects. Ms. Miller said that the Town is reviewing a variety of funding options including loans, 50/50 splits, mitigation, and grants to help pay for the projects FEMA refuses to reimburse. Mr. Hites explained that it has been very challenging to work with FEMA, due to their revolving staff, constant requests for paperwork that's already been submitted multiple times, violating their own statutes, and more. He said local staff, however, have been great. Councilmember Sutton said a solution to this problem would be the FEMA Reform Act they are pushing in Congress. Councilmember Dickson asked what the Town could do. Town Attorney Bradley said there has been some successful litigation against FEMA and that the statute permits municipalities to recover legal fees. Ms. McCurry said that grants will be competitive. Councilmember Sutton said it's important that Council joins the Flood Coalition and the Coalition can do an informational presentation for the Town.

4. Report Water/Sewer/Electric Salary Study

- Page McCurry, Human Resources Director

Human Resources Director Page McCurry reported this is the first time in seven years since there's been a pay study. She presented the findings of the "Sustainability Division" which includes Water, Sewer, and Electric staff. She explained that the recommendations for pay grade adjustments are governed by the following criteria:

- **At Market:** Defined as being less than **3.5%** from the market midpoint.
- **Standard Movement:** A maximum of **two pay scale movements** is standard unless an exception is warranted.
- **Exception Movement:** A **three-pay scale movement** may be applied if the position is greater than **25% below market** and internal equity considerations exist.

Ms. McCurry said the study showed that many positions in the water/wastewater department are currently below market and require upward grade adjustments to maintain competitiveness. Ms. McCurry reported that the electric department shows the most significant variances, particularly when compared against "ElectriCities" data points. She said that the MAPS group suggested that the Town corrects gaps between grades on the Pay Table to maintain 3.5% between each grade and the next, and to add additional grades 74, 75, 76, 77, and a new range for department heads to the pay table. Ms. McCurry said they are recommending implementing pay increases on March 5th for the suggested positions, which would cost \$41,764.14 for the remainder of FY25-26. Councilmember Feichter said he is concerned that the study is missing employees that are on the cusp of being just above or below market value.

5. Report on Progress in Fire/Police Salary Study

- Page McCurry, Human Resources Director

Human Resources Director Page McCurry reported that Public Safety staff got to choose their peer groups for their Salary Study. She said that MAPS group will interview Public Safety staff on March 5th and 6th and on April 28th or May 12th, the MAPS group will present their draft to Council, with implementation expected at the start of FY 26-27.

6. Report on Available Fund Balances/2026-27 Revenue & Summary of Projected Cash Position on Budget

- Ian Barrett, Finance Director

Finance Director Ian Barrett presented the impacts to the General Fund with a Career Track (CT) increase and CT increase plus 1, 2, and 3% Cost of Living Adjustments (COLA). Mr. Barrett said that retirement is increasing 15.1% and 17.1% for Law Enforcement Officers (LEO). Councilmember Feichter reminded everyone that retirement increases are mandated. Mr. Barrett said that insurance will increase 33%, and that the Town has been fortunate to see no increases in years past, but the Town's insurance broker is retiring. Mr. Barrett said if Council voted not to increase COLA or offer Career Track incentives, they are still looking at a \$150,000 increase just for retirement mandates, which Councilmember Sutton commented is equal to one cent on the tax rate. Mr. Barrett reported that employee Capital Requests for FY26-27 would cost roughly \$20 million so far. He presented the projected Revenues (\$19.2 million) and Expenses (\$24.6 million) that would result in a \$5.4 million deficit, with \$4 million of that being outstanding FEMA expense. Mr. Barrett presented 2%, 5%, and 10% rate increase revenues across the Water, Sewer, and Electric rates. Councilmember Sutton asked what the average household increase on utility bills would be if they raised rates. Councilmember Dickson suggested increasing utility rates without increasing the base charge to help minimize the impact on

low-income and fixed income residents. Mr. Barrett said the Town's NC Capital Gains Trust account is averaging around \$50-55,000 a month in interest and sales tax distributions are slightly above where they were at this point in FY25. Mr. Barrett presented revenue from a proposed one (\$153,633), two (\$307,326), and three (\$460,989) cent increase on the property tax rate. Ms. Miller answered Councilmember Sutton's earlier question: the minimum water bill in-town rate is \$17.83, outside is \$32.14, sewer in-town rate is \$28.53, outside is \$51.57, and the base electric rate is \$15.57. Councilmember Dickson asked if there was anything they could do with corporate or industrial rates. Mr. Hites said that since the papermill closing, the railroad has lost 80% of revenue and if they close, Giles won't stay in town. Councilmember Sutton said that Land of Sky is working on the railroad situation. Mr. Hites said Waynesville has not had a formal rate study in 20 years and that it is traditional in NC that industrial users get a bulk rate on utilities. Councilmember Dickson suggested that the Town doesn't bill its General Fund accounts for electricity. Mr. Hites said that's not illegal, but may not be ethical.

Councilmember Sutton said their options to close the deficit is to raise taxes, cut expenses, or increase the tax base. Mr. Hites said Council could put off Fire Station #2, because they wouldn't enough fund balance to permit borrowing. Councilmember Sutton said if they have an emergency, they would have no recourse. Mr. Hites said that the property revaluation will be a tremendous opportunity and that revenue neutral would mean a five cent increase and possible two to three cents more just to get where they are today, not including capital requests. Councilmember Dickson asked which staff use take home vehicles. Mr. Hites said that per policy, staff shouldn't take home a vehicle unless they are called in frequently. Councilmember Dickson requested that Ms. McCurry include the benefit of bringing home vehicles in the pay study. Councilmember Freeman advised against disallowing those employees to take home vehicles because Waynesville is already losing employees to other municipalities.

7. Fire Department Capital/Construction Financing

- Town Manager Rob Hites

Town Manager Rob Hites reported that he is working with USDA to help fund the fire station. He reminded Council that when Station 1 was built, it was meant to be a volunteer station and not meant to house a full battalion for overnight stays. He suggested using the office area to put four bunks in it, then take the meeting room and split that into offices, then move the offices to the 3.3 acre side of Station 2. Mr. Hites said they could do everything under the existing roof and wall, and it would cost 2/3 to retrofit Station 1 to a six bunk station. Mr. Hites stated they would have to borrow \$6,330,000 to pay for the station renovations and ladder truck. Mr. Hites said that USDA wants the Town to be denied a loan by three private banks before they will accept the application. He suggested that the proposed borrowing be tagged to the revaluation, but they usually don't have to make principal payment on the loan until they get a Certificate of Occupancy, which would be 2028 on Station 2. Mr. Hites said the ladder truck is three years out, but they need to have the money in place now to obligate it. Mr. Hites commented that the Town has no general fund debt, they owe \$1.53 million on the sewer plant, but the sewer rate pays for that. Mr. Barrett added that the fire station would be paid off 2033 December. Councilmember Dickson asked if Ian could provide a debt ledger so they could analyze what borrowing room the Town has.

8. Request by DWC to fund part- time maintenance employee with MSD Revenue

- Councilmember Jon Feichter

Councilmember Feichter reported that the Downton Waynesville Commission voted unanimously to recommend the funding a part-time maintenance employee just for the Main Street District (MSD) using MSD revenue. He said that employee would be dedicated to maintaining the appearance, safety, and functionality of Waynesville’s Municipal Service District and historic Main Street. The Main Street Maintenance Tech would be responsible for daily upkeep, seasonal maintenance, landscaping maintenance, and minor infrastructure repairs to Town-owned assets and public spaces within the historic Main Street district as an added service to the Town’s Municipal Service District. Ms. McCurry said the position would cost \$15,000. Council discussed the possibility of mandating store owners to help upkeep the sidewalks in front of their business.

9. Report on progress toward opening the Waste Treatment Plant

- Town Manager Rob Hites

Town Manager Rob Hites reported that the plant should be fully operational in 180 days. Mr. Hites said the Town is back to permitting development and that the capacity of the plant is 6 million gallons, our average flow is 1.3-1.9 million gallons, and 2.9 million gallons is available “for sale”. Mr. Hites said that Waynesville’s sewer plant is the only one in Haywood County that takes septic waste, and because of the additional grease from that waste, he suggested that Council purchases a bar screen to separate the grease to ease the load on the plant. He said it costs \$500,000 but it pays for itself in a year and that they could charge people to dump their septic waste. Mr. Hites suggested that Council adjust the fee schedule so it’s equal to the debt service of the part and does not impact the current rate holders. Councilmember Dickson said the town just applied for a \$2 million grant for a composting facility at the Waynesville landfill.

10. Discussion of budget priorities

- Rob Hites, Town Manager

Ms. McCurry explained the Career Track program to Council. Mr. Hites elaborated on COLAs and pay scale and suggested to Council that they still offer Career Track, give the pay raises that are suggested by the pay study, and then if things look better, add to the holiday bonus. He said after property valuation, they could bring the other staff that are below market pay up to market. Ms. McCurry said if Council does not do a COLA, they are running the risk of impacting the psychological safety of staff. Council said there was only one year they didn’t do a COLA.

Mr. Hites recommended that Council increase the utility rate for sewer. He said they will know before the budget presentation what the new wholesale price will be for electric. Councilmember Dickson said it may be time to adjust the Development Services fees.

Recreation Director Luke Kinsland updated Council on the ballpark. Mr. Kinsland said they may be able to utilize a PARTF grant to replace the wooden playground. Council requested that the Recreation Department allows Town employees and residents to have prioritized registration for summer camp. Councilmember Dickson reminded Mr. Kinsland to reach out to the County about their staff being reimbursed when they use the Rec Center, much like how they do for the Hospital rec center. Ms. McCurry asked if Council would still offer sponsorships to foster children for summer camp. Ms. Miller said last year they were able to secure a grant to help pay for 33 foster kids to attend camp.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the pay study recommendation for the Sustainability Division in the amount of \$46,752.99 for this fiscal year. The motion passed unanimously.

11. Presentation on installation of Solar/Battery at Rec Center Eric

- William Hite, ESB Chair

Environmental Sustainability Board Chair William Hite reported that energy prices continue to increase and that supply is not keeping up with demand and that the current tax credits for solar projects will no longer be available at the end of 2027. Mr. Hite broke down the cost of the proposed solar panel and roof installation on the Vance Recreation Center:

Roof cost = \$430,000
Solar Array = \$630,000
Minus 40% ITC -\$252,000
Solar Array Net= \$378,000
System Size = 382.4kW DC
Cost per Watt = \$0.988/Watt
Energy Offset = ~65%
Annual Production = 521,575kWh
Finance rate = 3.9%

Councilmember Dickson added that Mountain Bizworks would finance the roof and the solar panels. Councilmember Feichter said they'd spend roughly \$5100 a month on the solar array, versus ~\$12,500 a month for electricity. A representative from the solar panel company said it would be more expensive to build structures in the parking lot to place the solar panels on, but it could produce more energy. He added that solar would cost 3 cents/kWh at a 40% tax credit, which is beating the current rate from Santee Cooper. He said he thinks the solar panels will likely outperform the numbers presented. The solar representative said that the project must begin by July 2026 or be completed by December 2027 in order to be eligible for tax credits and that the loan offered by Mountain Bizworks would have to be a secured loan.

12. Other Business

Councilmember Feichter said that he and the Mayor had asked about paving Brown and Boyd Avenues, and after speaking with Bob Wiggins, Mr. Wiggins said he will have some availability to help pave. Mr. Hites said they would most likely pave the second week of May or June.

Town Manager Rob Hites announced his retirement for July 1st, 2026. Council thanked Mr. Hites for his work and said he did an incredible job. They expressed immense appreciation for him. Mr. Hites said the Town has the best staff. Mr. Hites suggested that Council looks for a Manager that they can have a good relationship with, not one that necessarily looks best on paper. He said this Council was his favorite Council he's ever worked with.

A motion was made by Councilmember Feichter, seconded by Councilmember Freeman, to direct Town Manager Rob Hites to reach out to MAPS group and Developmental Associates to begin the process of finding Mr. Hites' replacement. The motion passed unanimously.

B. ADJOURN

A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to adjourn at 3:01pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Special Called Meeting
March 4, 2026

THE WAYNESVILLE TOWN COUNCIL held a special meeting on Wednesday, March 4, 2026, at 6:00pm in the Municipal Conference Room located at 16 S. Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:03 pm with the following members present:

Mayor Gary Caldwell
Mayor Pro Tempore Chuck Dickson
Councilmember Jon Feichter (via Zoom, non-voting)
Councilmember Anthony Sutton
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Rob Hites, Town Manager
Jesse Fowler, Deputy Manager
Page McCurry, Human Resources Director
Ian Barrett, Finance Director

1. Call to Order

Mayor Gary Caldwell Called the meeting to order.

2. Proposal to recruit and conduct an assessment center to recommend finalists for Waynesville's Town Manager

- Steve Straus, Developmental Associates

Mayor Caldwell called the Special Meeting to order. He introduced Dr. Steve Straus of "Developmental Associates" to discuss his proposal to recruit and conduct an assessment center to recommend finalists for Waynesville's Town Manager. Dr. Straus presented the firm's approach to recruiting municipal managers. They include interviewing individual Council Members, and Department Heads, to develop a profile of the position, develop a brochure and conducting a combination of direct mail and advertisement in trade associations. Development Associates will pre-screen the candidates and provide the Council with the candidates. The Council will choose fifteen semi-finalists. The firm will conduct a series of interviews and written exercises, grade them and present the results to the Council. With the help of the firm, the Council will choose 4-5 finalists which will be invited to attend a two-day assessment center held via zoom. The results will be reported to the Council. The Council and firm will choose to conduct interviews in person or zoom and then move toward the selection of a manager. Development Associates will schedule phone and zoom interviews with the individual council members and staff over the next week. The staff will send pictures of the Town to Development Associates to draft a recruitment brochure.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to engage Development Associates. The motion passed unanimously.

Finance Director Ian Barret presented a budget amendment to fund the recruitment process.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickon, to approve the presented budget amendment. The motion passed unanimously.

Mayor Caldwell asked Finance Director Ian Barrett how much money was in the paving account. Mr. Barrett reported that the Town had over \$340,000 in restricted funds and this year's allocation of over \$400,000 in Powell Bill funds. The Council asked that the staff determine the need to mill Brown Street and to proceed with milling and paving Boyd Street as previously instructed.

3. Adjourn

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to adjourn. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 24, 2026**

SUBJECT: Call for a Public Hearing for April 14, 2026, to consider a request for annexation of the western portion of the 57.5-acre parcel located at 192 Ratcliff Cove Road, Waynesville, NC 28786 (PIN 8625-08-4616).

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: Olga Grooman, Assistant Development Services Director

SUMMARY:

On March 16, 2026, the Town received the attached Petition for Annexation from Al & Charlies Mountain LLC. The subject property is contiguous to the existing corporate limits of Waynesville. The petition applies to the western portion of property located at 192 Ratcliff Cove Road, Waynesville, NC 28786 (PIN 8625-08-4616). This portion lies across Ratcliff Cove Road. While the exact acreage of the area proposed for annexation has not been specified, a legal description of this portion is included with the petition materials.

The property is a part of Phase II of the Valleywood Farms subdivision, which is proposed to include 148 single-family residential lots. Phase II is adjacent to the existing Phase I of the Valleywood Farms, which consists of 115 single-family residential lots. Phase II will be developed across two (2) properties: the western portion of the subject property at 192 Ratcliff Cove Road (PIN 8625-08-4616) and the adjacent 9.98-acre property to the north at 40 Ratcliff Cove Road (PIN 8615-99-9587). The northern property is already located within the Town's corporate limits.

The subject property at 192 Ratcliff Cove Road is currently located within the Town's extraterritorial jurisdiction (ETJ). Upon annexation, the property would be incorporated into the corporate limits of Waynesville and would be eligible for municipal services, including sewer service.

MOTION FOR CONSIDERATION:

1. To adopt the attached resolution and schedule a public hearing for April 14, 2026, to consider the Annexation Petition.

FUNDING SOURCE/IMPACT:

Future action to annex this property will allow it to receive municipal services and be subject to Town property tax.

ATTACHMENTS:

- Resolution
- Application materials: petition, plat, metes and bounds description, agent authorization, payment, and merger document that shows Pink Fields merged into the Al & Charlies Mountain, LLC
- Property card
- Municipal boundaries map

MANAGER'S COMMENTS AND RECOMMENDATIONS: This is a call for public hearing only.

RESOLUTION TO CONSIDER R-5-26

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF
THE TOWN OF WAYNESVILLE, NORTH CAROLINA

WHEREAS, the Waynesville Town Council has been petitioned under G.S. 160A-31, to annex the area as described in the petition for a contiguous annexation request, and

WHEREAS, the governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all real property located within the area; and

WHEREAS, the clerk of the Town of Waynesville certifies the sufficiency of the petition in accordance with 160A-31, to wit:

- a. The petition follows the form required by statute in which the owner of real property has requested the area described for voluntary annexation; and
- b. That the petitioning owner of record owns 100 percent of the property in question; and
- c. The property is contiguous to the Town's municipal boundary, abutting other contiguous property;

WHEREAS, the Town Council must fix a date for a public hearing, and cause notice of the public hearing to be published in a newspaper at least 10 days prior to the hearing;

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville, North Carolina:

1. To fix the date for the public hearing on April 14, 2026, during the regularly scheduled meeting of the Council, at 6:00 pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the property in at least three locations providing additional notice to the public.

Adopted this 24th Day of March, 2026.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

**TOWN OF WAYNESVILLE
PLANNING DEPARTMENT
P.O. BOX 100, WAYNESVILLE, NC 28786
828-456-2004**

**ANNEXATION UPON PETITION
OF ALL OWNERS OF REAL PROPERTY**

(G.S. 160A-31, as amended)

Date: February 24, 2026

To: Town Council of the Town of Waynesville

1. We, the undersigned owners of real property, respectfully request that the area described below be annexed to the Town of Waynesville.
2. Character of area to be annexed:
 - a. Any area which is contiguous to the corporate limits of the Town of Waynesville may be annexed by petition.
 - b. For purposes of these laws, an area is deemed contiguous. If, at the time the petition is submitted, the area either abuts directly on the municipal boundary or is separated from the municipal boundary by a street, right-of-way, a creek or river, or the right-of-way of a railroad or other public service corporation, lands owned by the municipality or some other political subdivision, or lands owned by the State.
3. The area to be annexed is contiguous to the Town of Waynesville and the boundaries of such territory are as follows:
 - a. Metes and bounds description is attached.
 - b. Tax map of the proposed territory is attached.

Name Al & Charlie's Mountain, LLC Signature 

Address 192 Ratcliff Cove Road, Waynesville, NC 28786

105
2/24/2026

Name _____ Signature _____

Address _____

Name _____ Signature _____

Address _____

(Attach additional sheet if necessary)

- REFERENCES:**
- DB 462 PG 2346
 - DB 470 PG 3677
 - DB 471 PG 3677
 - DB 479 PG 2416
 - DB 482 PG 1360
 - DB 483 PG 1360
 - CAB C-SIDE 6221
 - CAB C-SIDE 2507
 - CAB D-SIDE 631

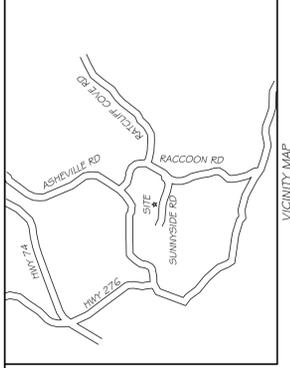
PROPERTY CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	1591.271	5.44252557 E	129.08	35.071
C2	1591.271	5.44252557 E	129.08	35.071
C3	3353.74	497.933	5.5022702 E	460.462
C4	663.11	273.56	5.129287 E	271.74

PROPERTY LINE TABLE

LINE	BEARING	DISTANCE
L1	N 23°56'00"E	129.08
L2	N 23°56'00"E	129.08
L3	S 81°41'36"E	141.83
L4	S 82°35'42"E	145.70
L5	S 82°35'42"E	145.70
L6	S 43°00'24"E	76.79
L7	S 43°00'24"E	76.79
L8	S 24°01'10"E	31.06
L9	S 24°01'10"E	31.06
L10	S 27°05'48"W	149.50
L11	S 27°05'48"W	149.50
L12	S 24°22'02"W	103.00
L13	S 24°22'02"W	103.00
L14	S 33°22'02"W	100.00
L15	S 33°22'02"W	100.00
L16	S 27°22'02"W	71.50
L17	S 27°22'02"W	71.50
L18	S 39°22'02"W	130.00
L19	S 39°22'02"W	130.00
L20	S 07°37'59"E	40.00
L21	S 07°37'59"E	40.00
L22	S 27°22'02"W	32.00
L23	N 46°59'39"E	30.01
L24	N 47°01'30"E	20.09
L25	N 42°56'45"W	65.22
L26	N 42°56'45"W	65.22
L27	N 02°34'38"W	144.50
L28	N 02°34'38"W	144.50

- NOTES:**
- 1) THIS PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA AS DETERMINED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY PER 15.18.A.M.46.0068 (560) EFFECTIVE 4-6-2016
 - 2) PROPERTY SUBJECT TO ALL RIGHTS-OF-WAY AND EASEMENTS OF RECORD, INCLUDING, BUT NOT LIMITED TO, THOSE SHOWN HEREON.
 - 3) SURVEYOR WAS NOT PROVIDED WITH A LEGAL TITLE SEARCH. THEREFORE, THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER FACTS PERTINENT TO THIS PROPERTY THAT AN ACCURATE AND CURRENT TITLE SEARCH MAY DISCLOSE THAT ARE NOT SHOWN ON THIS PROPERTY.
 - 4) BUILDINGS, SURFACE AND SUBSURFACE IMPROVEMENTS ADJACENT TO THE SITE ARE NOT NECESSARILY SHOWN, SUBSURFACE AND SUBSURFACE IMPROVEMENTS ARE NOT NECESSARILY SHOWN, UNLESS SPECIFICALLY NOTED AS PART OF THIS SURVEY. NO EVIDENCE OR STATEMENT IS MADE CONCERNING THE DISTANCE OF UNDERGROUND CONDITIONS, CONTAINERS, OR FACILITIES THAT MAY AFFECT THE USE OR DEVELOPMENT OF THIS PROPERTY.
 - 5) AREA BY COORDINATE COMPUTATION.
 - 6) ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES.
 - 7) RECORDS RIGHT OF WAY WITH OVERLAP (R.O.W.) WAS NOT RECOVERED BY THE SURVEYOR. IT IS ADVISED THAT AN EASEMENT MAINTENANCE LIMITS RIGHT OF WAY LIKELY APPLIES TO THIS ROAD. A MAINTENANCE LIMITS RIGHT OF WAY IS GENERALLY CONSIDERED TO BE THE AREA REQUIRED FOR MAINTENANCE OF THE ROADWAY.
 - 8) A 50' UTILITY EASEMENT WAS GRANTED BY THE OWNER TO THE NEIGHBORING LOT, PER DB 1052 PG 1360. HOWEVER, SURVEYOR COULD NOT RECOVER DEED GRANTING AN EASEMENT THROUGH THE SUBJECT LOT. IT IS ASSUMED THAT ONE WILL BE GRANTED IN THE FUTURE AND IS SHOWN HEREON.
 - 9) SUBJECT PROPERTY IS ZONED NC-RF PER THE HAYWOOD COUNTY ZONING ORDINANCE. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY VARIANCE APPLICABLE TO THE SUBJECT PROPERTY.



TOTAL AREA OF SURVEY XX.XXX ACRES



BUILDING SETBACKS (PER NC-MR CLASSIFICATION):
 NATIONAL HIGHWAY FRONT = 5'
 STREET SUBSECONDARY FRONT = 5'
 SIDE (FROM ADJACENT LOT) = 10'
 BETWEEN BUILDINGS = 6'



PINK FIELDS LLC
 REMAINDER OF
 PIN 8625-06-46.6
 DB 476 PG 2377
 DB 476 PG 2377

KAYVAL JONES
 BRANK SCOTT JONES
 PIN 8625-15-4934
 DB 303 PG 351

JOHN PERRY MORROW
 SANDRA MORROW
 PIN 7533-12-19
 DB 7533 PG 1219

- LEGEND / ABBREVIATIONS:**
- RB= RAIL BOOK
 - DB= DEED BOOK
 - PG= PAGE
 - RW= RIGHT OF WAY
 - PI= PARCEL IDENTIFICATION NUMBER (NOT MARKED IN FIELD)
 - RECOVERED BOUNDARY MONUMENT (SIZE AND TYPE AS NOTED)
 - BOUNDARY MONUMENT SET BY MCABEE
 - BOUNDARY MONUMENT SET BY MCBEE
 - BOUNDARY LINE (FIELD SURVEY)
 - BOUNDARY LINE (COMPOSITE, PLOTTED FROM RECORD DESCRIPTIONS)
 - CMP= CORRUGATED METAL PIPE
 - CON= CONCRETE MONUMENT
 - CERK= CERK
 - FIRE HYDRANT
 - GUY WIRE
 - ID= IDENTIFICATION
 - OVERHEAD UTILITY LINE
 - RWD= RIGHT-OF-WAY DISK
 - RWS= RIGHT-OF-WAY SPKLE
 - SFC= STATE PLANE COORDINATES
 - TW= TIMBER WALL
 - WV= WATER VALVE
 - WW= WOVEN WIRE FENCELINE

I, ERIC S. MCABEE, CERTIFY THIS SURVEY IS OF EXISTING PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

I, ERIC S. MCABEE, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK 565, PAGE 2454 AND BOOK 476, PAGE 2377. THAT THE RATIO OF PRECISION AS CALCULATED BY ARTICLES AND DEPARTURES IS 1:10000; THAT THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACT AMENDED, WITNESS MY ORIGINAL SIGNATURE AND SEAL, THIS THE 4TH DAY OF FEBRUARY, 2025.

Eric S. Mcabee
 L-4095



McABEE & ASSOCIATES, P.A.
 PROFESSIONAL LAND SURVEYING
 Eric S. Mcabee, PLS
 J. Barry Weisner, PLS
 3 McAbee Trail
 Fairview North Carolina, 28730
 Telephone (828) 628-1294
 Fax (828) 628-1294
 Website: www.mcabeesurvey.com
 Firm License Number: C-694

Professional Seal:
 NORTH CAROLINA PROFESSIONAL LAND SURVEYING
 ERIC S. MCABEE
 L-4095

Client Information:
 PROJECT #: 13707
 DRAWING #: G-25-16-132
 DRAWN BY: ESM
 SCALE: 1" = 100'

Property Information:
 DATE: 2-5-25
 PROJECT #: 13707
 DRAWING #: G-25-16-132
 DRAWN BY: ESM
 SCALE: 1" = 100'

Boundary and Aerial Topographic Survey for the Property of:
PINK FIELDS LLC
 AND
TRIBROOK FARMS LLC

Legal Description for Queen Annexation East of Ratcliff Cove Rd

Beginning at a point in the centerline of Ratcliff Cove Rd, said point lying S 78° 18' 21" E 340.91' from a point in the center of the bridge for Ratcliff Cove Road over Raccoon Creek marking the easternmost corner of the property described as Parcel Two in Deed Book 965 Page 2454 of the Haywood County Register of Deeds Office (the "Registry"); thence running N 20° 31' 26" E 59.40' to a crimped-top iron pipe found; thence running N 66° 11' 31" E 702.82' (and passing a #5 rebar with "EHA" ID cap on line at 687.72') to a 36" white oak in a fence corner; thence running S 2° 17' 33" W 366.77' (and passing a #5 rebar with "EHA" ID cap on line at 15.01' and another #5 rebar with "EHA" ID cap on line at 350.99') to a dead 40" white oak in a fence corner; thence running S 82° 03' 33" E 819.48' (and passing a #5 rebar with "EHA" id cap on line at 10.02') to a #4 rebar found, said rebar marking the northernmost point of the property described in Deed Book 800 Page 1218 of the Registry; thence running S 67° 36' 49" W 538.41' (and passing an angle iron on line at 222.34') to an axle found, said axle marking the northeast corner of the property shown as Lot 26B on the plats recorded in Plat Cabinet C Page 5467 and Plat Cabinet D Page 446 of the Registry; thence running S 68° 33' 01" W 248.36' to a #4 rebar found, said rebar marking the northwest corner of Lot 26A of Plat Cabinet C Page 5467, thence running S 68° 33' 01" W 248.22' to a point in the centerline of Ratcliff Cove Road; thence running with Ratcliff Cove Road the following four (4) courses and distances: on a curve to the left having a radius of 683.11' and an arc length of 135.22' (chord bearing and distance of N18° 21' 04" W 135.00') to a point; thence N 24° 01' 18" W 82.89' to appoint; thence on a curve to the left having a radius of 539.74' and an arc length of 497.93' (chord bearing and distance of N 50° 27' 02" W 480.46') to a point; thence N 78° 18' 21" W 55.43' to the point and place of beginning, and containing 10.397 acres , more or less.

The intent of this description is to annex all of that portion of PIN 8625-08-4616 owned by Pink Fields, LLC that lies east of the centerline of Ratcliff Cove Road.

**AUTHORIZATION FOR AGENT TO
APPEAR BEFORE WAYNESVILLE PLANNING BOARD,
ZONING BOARD OF ADJUSTMENT, OR TOWN COUNCIL**

The undersigned Owner or Party with a contract or option to purchase that real property located at 8615-99-9587, 8625-08-4616 (PORTION OF) in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: Jesse Gardner & Patrick Bradshaw

Title and Company: Civil Design Concepts, PA

Address: 84 Coxe Ave Asheville 28801

Phone and email: 828-252-5388 jgardner@cdcgo.com pbradshaw@cdcgo.com

This authorization shall be good through the completion of the project for which the zoning text or map amendment, special use permit, subdivision, variance or appeal, or other Town approval is requested, or until revoked in writing. The Town of Waynesville may rely on this authorization until it is given notice of the revocation of this authorization or of a change of property ownership takes place.

This the 28th day of January, 2026.

Owner or Party with Contractual Interest in Property:

Signed by:
David Luck
10797994997482...

Queen Development, LLC

Address and phone number:

1335 Cane Creek Rd

Fletcher, NC 28732

847-323-7638

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE
16 S MAIN ST

DATE: 02/20/26 CUSTOMER#:
TIME: 15:58:48
CLERK: 2044ecou

RECPT#: 3298226 PREV BAL: 250.00
TP/YR: P/2026 AMT PAID: 250.00
BILL: 3298226 ADJSTMNT: .00
EFF DT: 02/20/26 BAL DUE: .00

Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 250.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 250.00
AMT APPLIED: 250.00
CHANGE: .00

PAID BY: Civil Design Annexat
PAYMENT METH: CHECK
PAYMENT REF: 10176

TOT PREV BAL DUE: 250.00
TOT BAL DUE NOW : .00

State of North Carolina
Department of the Secretary of State

ARTICLES OF MERGER

Pursuant to North Carolina General Statute Sections 55-11-05(a), 55A-11-09(d), 55A-11-04, 57C-9A-22(a), 59-73.32(a) and 59-1072(a), as applicable, the undersigned entity does hereby submit the following Articles of Merger as the surviving business entity in a merger between two or more business entities.

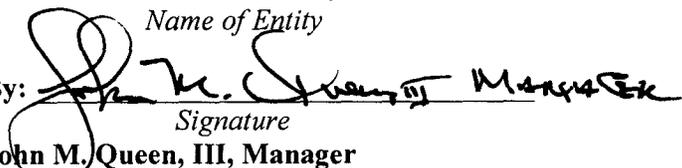
1. The name of the surviving entity is **Al & Charlie's Mountain, LLC** a limited liability company organized under the laws of **North Carolina**.
2. The address of the surviving entity is:

480 Queen Cove Road
Waynesville NC 28785 **Haywood County**
3. For each merging entity:
The name of the merged entity is **Pink Fields, LLC**, a limited liability company organized under the laws of **North Carolina**.
4. If the surviving business entity is a domestic business entity, the text of each amendment, if any, to the Articles of Incorporation, Articles of Organization, or Certificate of Limited Partnership within the Plan of Merger is attached.
5. A Plan of Merger has been duly approved in the manner required by law by each of the business entities participating in the merger.
6. These articles will be effective upon filing unless a delayed date and/or time is specified:

This the 31 day of December, 2007.

Al & Charlie's Mountain, LLC

Name of Entity

By: 

Signature

John M. Queen, III, Manager

NOTES:

Filing fee is \$50 for For-profit entities.

1. Filing fee is \$25 for Non-profit entities.
2. This document must be filed with the Secretary of State. Certificate(s) of Merger must be registered pursuant to the requirements of N.C.G.S. Section 47-18.1



Report For

PINK FIELDS LLC
AL & CHARLIES MOUNTAIN LLC
480 QUEEN COVE RD
WAYNESVILLE, NC 28785

Account Information

PIN: 8625-08-4616
Deed: 476/2377
98E/380
1054/714
918/722

Site Information

DWELLING
192 RATCLIFF COVE RD WAYNESVILLE NC 28785

Heated Area: 0
Year Built: 1960
Total Acreage: 57.506
Township: Waynesville Out

Site Value Information

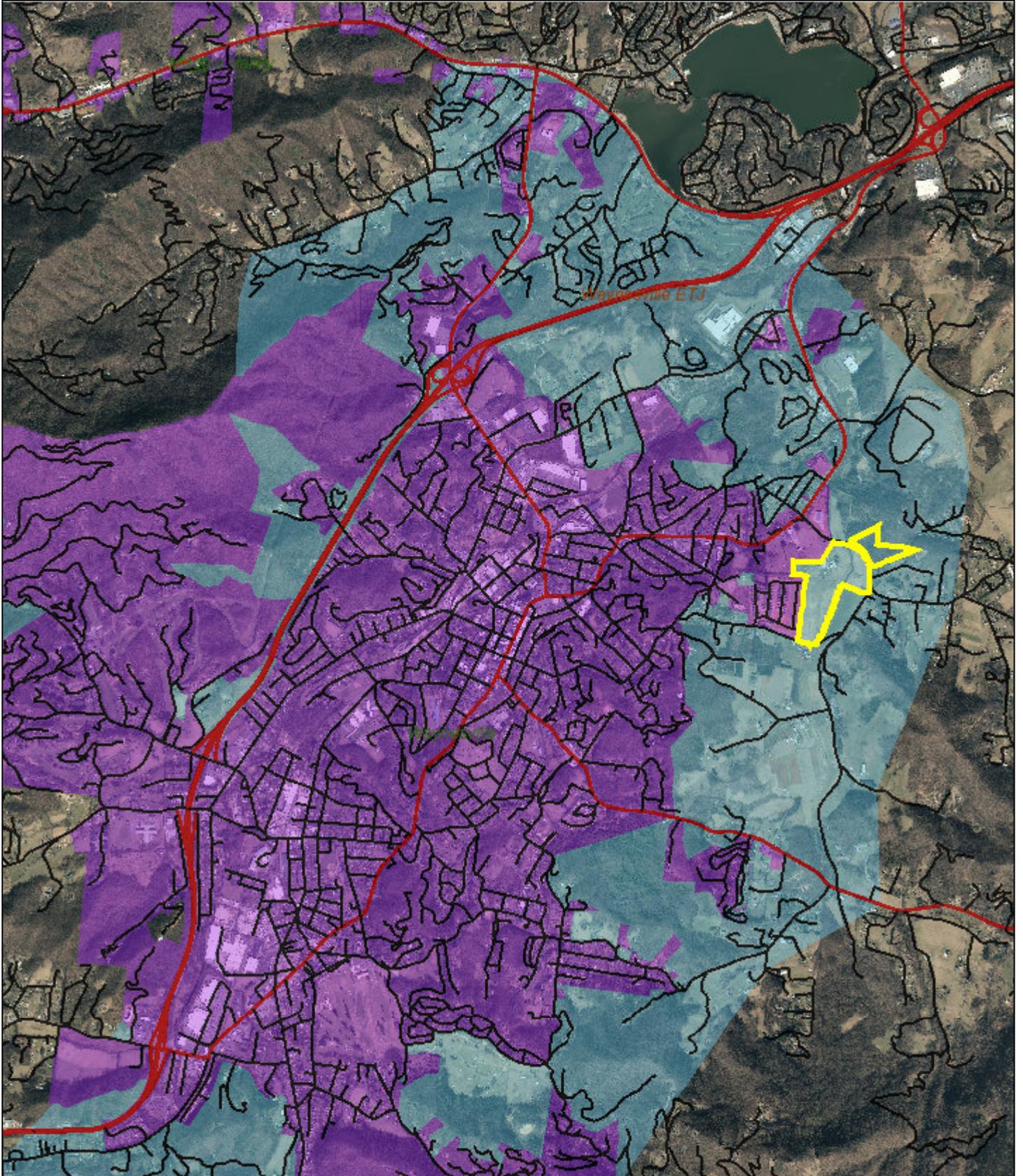
Land Value: \$298,100
Building Value: \$111,200
Market Value: \$409,300
Deferred Value: \$240,614
Assessed Value: \$168,686
Sale Price: \$0
Sale Date: 12/29/1999
Tax Bill 1: \$1,192
Tax Bill 2: \$1,221



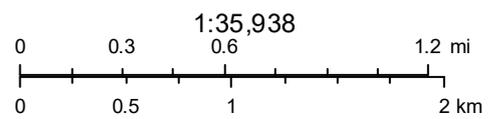
1 inch = 667 feet
March 16, 2026

Disclaimer: The maps on this site are not surveys. They are prepared from the inventory of real property found within this jurisdiction and are compiled from recorded deeds, plats and other public records and data. Users of this site are hereby notified that the aforementioned public primary information sources should be consulted for verification of any information contained on these maps. Haywood county and the website provider assume no legal responsibility for the information contained on these maps.

Haywood County



February 4, 2026



**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Appointment of Bridget Shaughnessy to the Downtown Waynesville Commission

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Beth Gilmore, DWC Director
Presenter: Beth Gilmore, DWC Director

BRIEF SUMMARY

Ms. Shaughnessy works for Mast General Store, and the property owners have written a letter appointing her as their representative. If appointed, Bridget Shaughnessy's term would end June 30th, 2029.

MOTIONS FOR CONSIDERATION

Motion to appoint Bridget Shaughnessy to the Downtown Waynesville Commission "Owner/Resident" seat.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Appointment of Anna Sutton to the Historic Preservation Commission

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Development Services
Contact: Alex Mumby
Presenter: Alex Mumby

BRIEF SUMMARY

The Historic Preservation Commission has one vacancy. If appointed, Anna Sutton's term would end June 30th, 2028 to serve the remainder of an unexpired term.

MOTIONS FOR CONSIDERATION

Motion to appoint Anna Sutton the Historic Preservation Commission

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Position reclassification request: Finance Department

AGENDA INFORMATION:

Agenda Location: Consent Agenda

Item Number:

Department: Finance Department

Contact: Ian Barrett

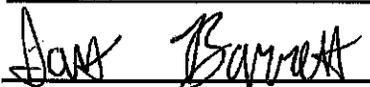
Presenter: Ian Barrett

BRIEF SUMMARY:

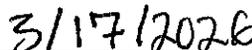
After the implementation of Time Clock Plus the position of Payroll Specialist was recently analyzed and determined to have additional capacity for more duties and responsibilities. There is a need for a hybrid role within the Finance Department to perform the payroll administration 8-12 hours per pay period and to assist with Customer Service the remainder of the pay period.

MOTION FOR CONSIDERATION: To approve the reclassification of the Payroll Specialist position to Payroll Specialist & Customer Service Representative.

FUNDING SOURCE/IMPACT: No impact.



Ian Barrett, Finance Director



Date

ATTACHMENT: Proposed job description.

MANAGER'S COMMENTS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Appointment of Jules Huntsberger to the Waynesville Public Art Commission

AGENDA INFORMATION

Agenda Location: Consent Agenda
Item Number:
Department: Administration
Contact: Candace Poolton, Town Clerk/Assistant to the Manager
Presenter: Candace Poolton, Town Clerk/Assistant to the Manager

BRIEF SUMMARY

The Waynesville Public Art Commission has one vacancy. If appointed, Jules Huntsberger's term would end June 30th, 2026 to serve the remainder of an unexpired term.

MOTIONS FOR CONSIDERATION

Motion to appoint Jules Huntsberger to the Waynesville Public Art Commission

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS



Application for Special Events Permit

I. General Information

EVENT NAME: Hazelwood Hot Summer Nights (Car Show)

EVENT DATE(S): 6/20 7/18 8/15 Rain Date: 9/26

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: Hazelwood Ave. (Brown Ave - Westwood Circle)

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

SET-UP TIME (START/END): 6/20 4pm - 5pm | 7/18 & 8/15 5pm - 6pm

EVENT HOURS: 5 - 10pm | 6 - 9pm

DISMANTLE HOURS (START/END): 10 - 11pm | 9 - 10pm

ESTIMATED ATTENDANCE: 1,500 - 2,000

BASIS ON WHICH THIS ESTIMATE IS MADE: Based on last year

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: Hazelwood Boosters

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

APPLICANT NAME: Alex McKay TITLE: President

ADDRESS: 343 Hazelwood Ave CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-507-0060 FAX#: _____ EMAIL: Waynesville.archive@yahoo.com

ON-SITE CONTACT: Chad Brown TITLE: Events

ADDRESS: 445 Hazelwood Ave.

PHONE #: (828) 450-4443 CELL PHONE #: _____ EMAIL: _____

III. Brief Description of Event

Car Show along Hazelwood Ave between Brown Ave. + Westwood Cir

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. Hazelwood Ave. @ Brown Ave
2. " @ Riverbend St.
3. " @ Westwood Cir

V. Event Details

YES

NO

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

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

Does the event involve the sale of food? _____

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

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

Number of Stages: 1 Number of Band(s): _____ 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?

Approved Parking around Hardware

Dr. Browns, Mattress Store, RCF

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?

Street Dept to Pick up trash at End of event

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

Yes

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

Return to:

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

VIII. Special Information for Applicants

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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Sharp Contract Renewal

AGENDA INFORMATION

Agenda Location: Consent
Item Number:
Department: Administration
Contact: Jesse Fowler, Deputy Town Manager
Presenter: Jesse Fowler, Deputy Town Manager

BRIEF SUMMARY

The Town of Waynesville contracts with Sharp Business Systems for all of our office printers. Our contract with Sharp is up for renewal. This new contract increases the amount of color and black and white prints we are allowed in order to prevent overage penalties.

MOTIONS FOR CONSIDERATION

FUNDING SOURCE/IMPACT

ATTACHMENTS

- Sharp Contract for Renewal

MANAGER'S COMMENTS AND RECCOMENDATIONS



Value Lease Agreement

APPLICATION NO. 500-50828661

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation through its Sharp Business Systems division.

CUSTOMER INFORMATION

Form with fields for FULL LEGAL NAME, STREET ADDRESS, CITY, STATE, ZIP, PHONE, FAX, BILLING NAME, BILLING STREET ADDRESS, CITY, STATE, ZIP, E-MAIL, and EQUIPMENT LOCATION.

EQUIPMENT DESCRIPTION

Form with fields for MAKE/MODEL/ACCESSORIES, NOT FINANCED UNDER THIS AGREEMENT, SERIAL NO., STARTING METER, and checkboxes for Schedule A and Billing Schedule.

TERM AND PAYMENT SCHEDULE

Form with fields for number of payments (60), amount (\$3,224.37), lease contract payment period, and payment details including overages.

By initialing here, you agree that service and supplies are not included in this Agreement.

END OF LEASE OPTIONS

You will have the following option at the end of the original term, provided that no event of default under the Agreement has occurred and is continuing. To the extent that any purchase option indicates that the purchase price will be the "Fair Market Value" (or "FMV"), such term means the current market value of the Equipment.

THIS IS A NONCANCELABLE / NONREFUNDABLE / IRREVOCABLE AGREEMENT; THIS AGREEMENT CANNOT BE CANCELED, ASSIGNED OR TERMINATED, BY CUSTOMER.

LESSOR ACCEPTANCE

Form for Lessor Acceptance with fields for Sharp Electronics Corporation, LESSOR, SIGNATURE, TITLE, and DATED.

CUSTOMER ACCEPTANCE

By signing below or authenticating an electronic record hereof, you certify that you have reviewed and do agree to all terms and conditions of this Agreement on this page and on page 2 attached hereto.

Form for Customer Acceptance with fields for TOWN OF WAYNESVILLE, CUSTOMER (as referenced above), SIGNATURE, TITLE, DATED, FEDERAL TAX I.D. #, and PRINT NAME.

CONTINUING GUARANTY

You unconditionally and absolutely, jointly and severally, guarantee that Customer will fully and promptly pay and perform all obligations under the Agreement and any addendums and supplements thereto.

Form for Continuing Guaranty with fields for GUARANTOR, SIGNATURE (AS AN INDIVIDUAL), HOME PHONE, and DATED.

ACCEPTANCE OF DELIVERY

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted.

Form for Acceptance of Delivery with fields for TOWN OF WAYNESVILLE, CUSTOMER (as referenced above), SIGNATURE, TITLE, and DATE OF DELIVERY.

1. **AGREEMENT:** For business purposes only, you agree to lease from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto and any and all proceeds of the foregoing, including, without limitation, insurance recoveries (the "Equipment") and/or to finance certain licensed software and services ("Financed Items", which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement and any supplement, which (with the acceptance certification) is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. This Agreement becomes valid upon execution by us. This Agreement is binding upon our acceptance hereof and will begin on the date the Equipment is delivered to you or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date in an amount equal to 1/30th of the Payment. This Agreement will automatically renew for 12-month term(s) unless you purchase or return the Equipment (according to the conditions herein) and send us written notice between 90 and 150 days (before the end of any term) that you do not want it renewed. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others. You shall deliver all information requested by us which we deem reasonably necessary to determine your current financial condition and faithful performance of the terms hereof.
2. **RENT, TAXES AND FEES:** You will pay the monthly Payment (as adjusted) when due, plus any applicable sales, use and property taxes. The base Payment will be adjusted proportionately upward or downward: (1) by up to 10% to accommodate changes in the actual Equipment cost; (2) if the shipping charges or taxes differ from the estimate given to you; and (3) to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, insurance or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. By the date the first Payment is due, you agree to pay us an origination fee up to an amount of \$125.00 as shown on our invoice or addendum, to cover us for all closing costs. We will have the right to apply all sums, received from you, to any amounts due and owed to us under the terms of this Agreement or any other agreement. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement. You cannot pay off this Agreement or return the Equipment prior to the end date without our consent. If we consent, we may charge you, in addition to other amounts owed, an early termination fee up to 15% of the price of the Equipment.
3. **MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST; SOFTWARE/DATA:** At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at the installation address, and you agree not to move it unless we agree in writing. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, if you do not purchase the Equipment, you will return all but not less than all of the Equipment and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. If this Agreement is deemed to be a secured transaction, you grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1). You will not change your state of organization, headquarters or residence without providing prior written notice to us so that we may amend or file a new UCC-1. You will notify us within 30 days if your state of organization revokes or terminates your existence. Except as provided in this paragraph, references to "Equipment" include any software referenced above or installed on the Equipment. We own the Equipment but we do not own the software and cannot transfer any interest in it to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory.
4. **COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE:** You agree to keep the Equipment fully insured against risk and loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain a general public liability insurance policy with such coverage and from such insurance carrier as shall be satisfactory to us and to include us as an additional insured on the policy. Your insurance policy(s) will provide for 10 days advance written notice to us of any modification or cancellation. You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we may (A) secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we place insurance on the Equipment, we will not name you as an insured and your interests may not be fully protected. If we secure insurance on the Equipment, you will pay us an amount for the premium which may be higher than the premium that you would pay if you placed the insurance independently and an insurance fee which may result in a profit to us through an investment in reinsurance; or (B) charge you a monthly property damage surcharge of up to .0035 of the Equipment cost as a result of our credit risk and administrative and other costs, as would be further described on a letter from us to you. We may make a profit on this program. NOTHING IN THIS PARAGRAPH WILL RELIEVE YOU OF RESPONSIBILITY FOR LIABILITY INSURANCE ON THE EQUIPMENT. We are not responsible for, and you agree to hold us harmless and reimburse us for and, if we request, to defend on our behalf against, any claim for any loss, expense, liability or injury caused by or in any way related to delivery, installation, possession, ownership, use, condition, inspection, removal, return or storage of the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. You agree to promptly notify us in writing of any loss or damage. If the Equipment is destroyed and we have not otherwise agreed in writing, you will pay to us the unpaid balance of this Agreement, including any future rent to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). Any proceeds of insurance will be paid to us and credited, at our option, against any loss or damage. You authorize us to sign on your behalf and appoint us as your attorney-in-fact to endorse in your name any insurance drafts or checks issued due to loss or damage to the Equipment. All indemnities will survive the expiration or termination of this Agreement.
5. **ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent.** You must notify us within 30 days if you reorganize or merge with any other entity or transfer all or a substantial part of your ownership interests or assets. We may sell, assign, or transfer this Agreement without notice. You agree that if we sell, assign or transfer this Agreement, our assignee will have the same rights and benefits that we have now and will not have to perform any of our obligations. You agree that the new Lessor will not be subject to any claims, defenses, or offsets that you may have against us. You shall cooperate with us in executing any documentation reasonably required by us or our assignee to effectuate any such assignment. This Agreement shall be binding on and inure to the benefit of the parties hereto and their respective successors and assigns.
6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay any Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under any guaranty for this Agreement. If any amount payable to us is not paid when due, you will pay a late charge equal to: 1) the greater of ten (10) cents for each dollar overdue or twenty-six (\$26.00) dollars; or 2) the highest lawful charge, if less. If you are ever in default, at our option, we can terminate this Agreement and require that you pay the unpaid balance of this Agreement, including any future Payments to the end of the term plus the anticipated purchase price of the Equipment (both discounted at 2%). We may recover default interest on any unpaid amount at the rate of 12% per year. Concurrently and cumulatively, we may also use any or all of the remedies available to us under Articles 2A and 9 of the UCC and any other law, including requiring that you: (1) return the Equipment to us to a location we specify; and (2) immediately stop using any Financed Items. In addition, we will have the right, immediately and without notice or other action, to set-off against any of your liabilities to us any money, including depository account balances, owed by us to you, whether or not due. In the event of any dispute or enforcement of rights under this Agreement or any related agreement, you agree to pay our reasonable attorney's fees (including any incurred before or at trial, on appeal or in any other proceeding), actual court costs and any other collection costs, including any collection agency fee. If we have to take possession of the Equipment, you agree to pay the costs of repossession, moving, storage, repair and sale. The net proceeds of the sale of any Equipment will be credited against what you owe us under this Agreement. YOU AGREE THAT WE WILL NOT BE RESPONSIBLE TO PAY YOU ANY CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES FOR ANY DEFAULT, ACT OR OMISSION BY ANYONE. Any delay or failure to enforce our rights under this Agreement will not prevent us from enforcing any rights at a later time. You agree that this Agreement is a "Finance Lease" as defined by Article 2A of the UCC and your rights and remedies are governed exclusively by this Agreement. You waive all rights under sections 2A-508 through 522 of the UCC. If interest is charged or collected in excess of the maximum lawful rate, we will not be subject to any penalties.
7. **FAXED OR SCANNED DOCUMENTS, MISC.:** The parties agree that this Agreement and any related documents hereto may be authenticated by electronic means. The parties agree that the original hereof for enforcement and perfection purposes, and the sole "record" constituting "shattel paper" under the UCC, is the paper copy hereof bearing (i) the original or a copy of either your manual signature or an electronically applied indication of your intent to enter into this Agreement, and (ii) our original manual signature. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. By providing any telephone number, now or in the future, for a cell phone or other wireless device, you are expressly consenting to receiving communications, regardless of their purpose, at that number, including, but not limited to, prerecorded or artificial voice message calls, text messages, and calls made by an automatic dialing system from us and our affiliates and agents. These calls and messages may incur access fees from your provider.
8. **WARRANTY DISCLAIMERS: YOU AGREE THAT YOU HAVE SELECTED ANY/ALL THIRD PARTY SUPPLIERS AND EACH ITEM OF EQUIPMENT BASED UPON YOUR OWN JUDGMENT AND YOU DISCLAIM ANY RELIANCE UPON ANY STATEMENTS OR REPRESENTATIONS MADE BY US. YOU WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, OF, AND TAKE ABSOLUTELY NO RESPONSIBILITY FOR, MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, CONDITION, QUALITY, ADEQUACY, TITLE, DATA ACCURACY, SYSTEM INTEGRATION, FUNCTION, DEFECTS, OR ANY OTHER ISSUE IN REGARD TO THE EQUIPMENT, ANY ASSOCIATED SOFTWARE AND ANY FINANCED ITEMS. WE ASSIGN TO YOU ANY WARRANTIES GIVEN TO US.**
9. **LAW, JURY WAIVER: Agreements, promises and commitments made by Lessor, concerning loans and other credit extensions must be in writing, express consideration and be signed by Lessor to be enforceable.** This Agreement may be modified only by written agreement and not by course of performance. YOU AGREE THAT THIS AGREEMENT AND ANY CLAIM RELATED TO THIS AGREEMENT SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE IN WHICH OUR (OR, IF WE ASSIGN THIS AGREEMENT, OUR ASSIGNEE'S) PRINCIPAL PLACE OF BUSINESS IS LOCATED AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. YOU HEREBY CONSENT TO PERSONAL JURISDICTION AND VENUE IN SUCH COURTS AND WAIVE TRANSFER OF VENUE. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
10. **MAINTENANCE AND SUPPLIES:** The charges established by this Agreement include payment for the use of the Equipment, accessories, and, unless otherwise indicated on the face, maintenance during normal business hours, inspection, adjustment, parts replacement, drums, cleaning material required for proper operation and black toner and developer. Paper and staples must be separately purchased by you. If necessary, the service and supply portion of this Agreement may be assigned by us. We may charge you a supply freight fee to cover our costs of shipping supplies to you. The service and maintenance of the Equipment may be governed by a separate terms and conditions service agreement.
11. **OVERAGES AND COST ADJUSTMENTS:** You agree to comply with our billing procedures including, but not limited to, providing us with periodic meter readings on the Equipment. At the end of the first year of this Agreement and once each successive twelve-month period, the Payment and the Overage charges may be increased by a maximum of 15% of the then existing charge. Images made on equipment marked as not financed under this Agreement will be included in determining your image and overage charges. We will also review your scan meter. If your scan meter exceeds your output (image) meter, you may be charged additionally for excessive scan meter usage. A "scan" is defined as the electronic rasterization of a hard copy document with no associated hard copy output on the scanning device. Meter Readings may be obtained remotely under certain circumstances and you consent to our ability to obtain remote meter readings.
12. **UPGRADE AND DOWNGRADE PROVISION: AFTER COMMENCEMENT OF THE AGREEMENT AND UPON YOUR WRITTEN REQUEST, AT OUR SOLE DISCRETION, WE MAY REVIEW YOUR IMAGE VOLUME AND PROPOSE OPTIONS FOR UPGRADING OR DOWNGRADING THE EQUIPMENT TO ACCOMMODATE YOUR BUSINESS NEEDS.**
13. **TRANSITION BILLING:** In order to facilitate an orderly transition, including installation and training, and to provide a uniform billing cycle, the start date of this Agreement (the "Effective Date") will be a date after the certification of acceptance of the Equipment, as shown on the first invoice. The payment for this transition period will be based on the base minimum usage payment, prorated on a 30-day calendar month, and will be added to your first monthly Payment.
14. **IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT:** To help the United States fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means for you: When you open an account, we will ask for your legal name, address, Tax ID#, and other information that will allow us to identify you. We may also ask for copies of certified articles of organization, an unexpired government issued business license, a partnership agreement or other documents that indicate the existence and standing of the entity.



Schedule "A"

APPLICATION NO.

AGREEMENT NO.

SHARP BUSINESS SYSTEMS

The words User, Lessee, you and your refer to Customer. The words Owner, Lessor, we, us and our refer to Sharp Electronics Corporation through its Sharp Business Systems Division.

EQUIPMENT DESCRIPTION

MAKE/MODEL/ACCESSORIES	NOT FINANCED UNDER THIS AGREEMENT	SERIAL NO.	STARTING METER
BP71C55	<input type="checkbox"/>		
BPC131PW	<input type="checkbox"/>		
BPC131WD	<input type="checkbox"/>		
BPC131WD	<input type="checkbox"/>		
BP51C31	<input type="checkbox"/>		
BP51C31	<input type="checkbox"/>		
BP51C31	<input type="checkbox"/>		
BP71C31	<input type="checkbox"/>		
BP71C45	<input type="checkbox"/>		
BP71C45	<input type="checkbox"/>		
BP71C45	<input type="checkbox"/>		
BPC535WD	<input type="checkbox"/>		
BPC535WD	<input type="checkbox"/>		
BPC535WD	<input type="checkbox"/>		
BPC545PW	<input type="checkbox"/>		
BPC545WD	<input type="checkbox"/>		
BPC545WD	<input type="checkbox"/>		
BPC545WD	<input type="checkbox"/>		

CUSTOMER ACCEPTANCE

This Schedule "A" is hereby verified as correct by the undersigned Customer, who acknowledges receipt of a copy.

TOWN OF WAYNESVILLE

X

CUSTOMER

SIGNATURE

TITLE

DATED

SBS Schedule "A"

10/01/2018

CUSTOMER CARE MAINTENANCE AGREEMENT

ACCOUNT ID#
711174

SALES REP:
Dan Norris

ACCOUNT ID#

START DATE:

CUSTOMER BILL TO INFORMATION		
COMPANY NAME TOWN OF WAYNESVILLE		
ADDRESS 16 SOUTH MAIN STREET		
CITY WAYNESVILLE	STATE North Carolina	ZIP CODE 28786
BILLING CONTACT Jesse Fowler		
PHONE 828-452-2491		
EMAIL ADDRESS jfowler@waynesvillenc.gov		
POOL CONTRACT NUMBER	GROUP IDENTIFIER	
AUTHORIZING CONTRACT NUMBER (GSA/SOURCEWELL/STATE,ETC.)		
PURCHASE ORDER NUMBER		

CUSTOMER LOCATION		
COMPANY NAME TOWN OF WAYNESVILLE		
ADDRESS 16 SOUTH MAIN STREET		
CITY WAYNESVILLE	STATE North Carolina	ZIP CODE 28786
SERVICE CONTACT Jesse Fowler	PHONE 828-452-2491	
EMAIL ADDRESS jfowler@waynesvillenc.gov		
METER CONTACT	PHONE	
EMAIL ADDRESS		
MICAS CONTACT	PHONE	
EMAIL ADDRESS		

SUMMARY			
TERM:	BASE CHARGE TOTAL		CONSOLIDATE SBS BILLING?
60	\$1,370.83 Monthly		YES

AGREEMENT ENTITLEMENT					
Labor	Parts	Drums	B Toner	C Toner	Staples
YES	YES	YES	YES	YES	NO

DETAIL OF CHARGES								
POOL BILLING	Base Charge Included in Lease	CATEGORY	ASE CHARGE SUBTOTAL	FREQUENCY	CATEGORY	INCLUDED IMAGES	FREQUENCY	EXCESS CHARGE
1	NO	BW	\$91.67	Monthly	BW	220,000	Annually	0.00500
		COLOR	\$875.00		COLOR	210,000	Annually	0.05000
2	NO	BW	\$150.00	Monthly	BW	120,000	Annually	0.01500
		COLOR	\$254.17		COLOR	50,000	Annually	0.06100

COMMENTS / SPECIAL INSTRUCTIONS
 SERVICE IS FIXED FOR THE ENTIRE 60 MONTH AGREEMENT AND WILL NOT ESCALATE. OVERAGE DISTRIBUTION MAY BE REVIEWED AT THE ANNIVERSARY OF EACH YEAR AND ADJUSTED TO HELP REDUCE OVERAGES ACROSS THE MFP AND PRINTER FLEET

AUTHORIZATION	
X	<p>I have read and understand our obligations under the terms and conditions stated herein, and on the reverse side thereof, as the only agreement pertaining to the equipment hereunder. No other agreements apply unless expressly noted on the face of this agreement or in the contracts specified above. I understand all meter counts are based on 8.5 X 11 (minimum) single sided images unless otherwise noted.</p> <p>Customer has declined maintenance coverage at this time. The customer understands obtaining maintenance coverage later may incur charges in addition to the normal maintenance charges and has been informed as to the current time and material billing rates.</p>
<p><i>THIS AGREEMENT SHALL NOT BE EFFECTIVE UNLESS SIGNED BY THE CUSTOMER AND SBS CONTRACT MANAGEMENT Maintenance Agreement contracts are non-refundable, non-transferable, and non-cancelable. Price does not include applicable taxes. Sharp Business Systems is a division of Sharp Electronics Corporation.</i></p>	
<p>Sharp Authorization _____ DATE _____</p> <p>AUTHORIZED CUSTOMER PRINTED NAME _____</p> <p>AUTHORIZED CUSTOMER SIGNATURE _____ DATE _____</p>	

**CUSTOMER CARE MAINTENANCE AGREEMENT
EQUIPMENT COVERED**

POOL	MODEL	SERIAL #	ID #	BW Start Meter	Color Start Meter	Physical Location
1	BP-51C31					Fire Department
1	BP-71C31					Front Desk - Administration
1	BP-51C31					Water Department
1	BP-51C31					Waynesville Downtown Association
1	BP-71C45					Development Services
1	BP-71C45					Police Department Upstairs
1	BP-71C45					Police Department Downstairs
1	BP-71C55					Public Services
1	BP-71C55					Administration - Town Hall
1	BP-71C55					Finance Department
1	BP-71C55					Recreation Center
2	BP-C131PW					Fire Department - Fire Chief
2	BP-C131PW					Administration - Town Hall
2	BP-C131PW					Water Department
2	BP-C131PW					Waste Water Treatment
2	BP-C131WD					Recreation Center
2	BP-C131WD					Police Department - Evidence Room
2	BP-C535WD					Recreation Center - Armory Building
2	BP-C535WD					Waste Water Treatment
2	BP-C535WD					Police Department - Special Investigations
2	BP-C545PW					Finance Department
2	BP-C545WD					Finance Department - Customer Payment Window
2	BP-C545WD					Police Department - Communications
2	BP-C545WD					Police Department - Patrol
2	MX-B468P					Finance Department - Check Printer
2	MX-B427W					Public Services - Fleet Manager

FISCAL FUNDING ADDENDUM

LESSEE	Full Legal Name <u>Town of Waynesville</u> DBA Name (If Any) _____
	Billing Address <u>16 South Main Street</u> Phone Number <u>828-452-2491</u>
	City <u>Waynesville</u> County <u>Haywood</u> State <u>NC</u> Zip Code <u>28786</u>
	Lease Number _____ Lease Date _____

Lessee warrants that it has funds available to pay all rents (the "Lease Payments") payable under the above - identified Lease until the end of Lessee's current appropriation periods. If Lessee's legislative body or other funding authority does not appropriate funds for Lease Payments for any subsequent appropriation period and Lessee does not otherwise have funds available to lawfully pay the Lease Payments (a "Non-Appropriation Event") Lessee may, subject to the conditions herein and upon prior written notice to Lessor (the "Non-Appropriation Notice"), effective sixty (60) days after the later of Lessor's receipt of same or the end of the Lessee's current appropriation period (the "Non-Appropriation Date"), terminate the Lease and be released of its obligation to make all Lease Payments due Lessor coming due after the Non-Appropriation Date. As a condition to exercising its rights under the Addendum Lessee shall (1) provide in the Non-Appropriation Notice a certification of a responsible official that a Non-Appropriation Event has occurred, (2) deliver to Lessor an opinion of Lessee's counsel (addressed to Lessor) verifying that the Non-Appropriation Event as set forth in the Non-Appropriation Notice has occurred, (3) return the equipment subject to the Lease (the "Equipment") on or before the Non-Appropriation Date to Lessor or a location designated by Lessor, in the condition required by, and in accordance with the return provisions of, the Lease and at Lessee's expense, and (4) pay Lessor all sums payable to Lessor under the Lease up to the Non-Appropriation Date.

In the event of any Non-Appropriation Event, Lessor shall retain all sums paid hereunder or under the Lease by Lessee, including the Security Deposit (if any) specified in the Lease.

Lessee further represents, warrants and covenants for the benefit of Lessor that:

- (a) Lessee is a municipal corporation and political subdivision duly organized and existing under the constitution and laws of the State.
- (b) Lessee is authorized under the constitution and laws of the State, and has been duly authorized to enter into this Lease and the transaction contemplated hereby and to perform all of its obligations hereunder.
- (c) This Lease constitutes the legal, valid and binding obligation of the Lessee enforceable in accordance with its terms, except to the extent limited by applicable bankruptcy, insolvency, reorganization or other laws affecting creditors' rights generally.
- (d) Lessee has complied with such public bidding requirements as may be applicable to this Lease.
- (e) The Equipment described in this Lease is essential to the function of the Lessee or to the service Lessee provides to its citizens. The Lessee has an immediate need for, and expects to make immediate use of, substantially all the Equipment, which need is not temporary or expected to diminish in the foreseeable future.
- (f) Lessee has never failed to appropriate or otherwise make available funds sufficient to pay rental or other payments coming due under any lease, lease purchase, installment sale or other similar agreement.

This Addendum is not intended to permit Lessee to terminate the Lease at will or for convenience.

YOU AGREE THAT A FACSIMILE COPY OF THIS DOCUMENT WITH FACSIMILE SIGNATURES MAY BE TREATED AS AN ORIGINAL AND WILL BE ADMISSIBLE AS EVIDENCE IN A COURT OF LAW.

LESSEE SIGNATURE	Signature X _____ <small>(MUST BE SIGNED BY AUTHORIZED REPRESENTATIVE OR OFFICER OF GOVERNMENT ENTITY)</small>
	Print Name _____
	Title _____ Date _____
	Name of Government Entity <u>Town of Waynesville</u>

ACCEPTED BY LESSOR	Signature X _____
	Print Name _____
	Title _____ Date _____
	Name of Corporation or Partnership _____

MAINTENANCE AGREEMENT TERMS AND CONDITIONS

1. GENERAL SCOPE OF COVERAGE This Agreement covers both the labor and the material for adjustments, repair and replacements of parts ("Maintenance") as required by normal use of the equipment identified on the front page of this Agreement ("Equipment"). Maintenance does not cover charges for installation, relocating or de-installation of the Equipment. Service necessary to repair damage to the Equipment caused by misuse, abuse, negligence, attachment of unauthorized components, accessories or parts, use of substandard paper or substandard supplies, other causes beyond the control of COMPANY or such causes which would void the Equipment's warranty are not covered by this Agreement. Any such repairs identified in the preceding sentence shall be separately billed to customer and may lead to the termination of this Agreement. In addition, COMPANY may terminate this Agreement if the equipment is modified, damaged, altered or serviced by personnel other than the COMPANY Authorized Personnel, or if parts, accessories, or components not meeting machine specifications are added to the Equipment. Maintenance shall not cover charges for repairs needed as a result of Customer or third party modifications to software or hardware.

2. MAINTENANCE VISITS Maintenance visits will be made during standard weekday business hours at the address shown on the first page of this Agreement. Maintenance visits requested for holidays, weekends or after standard business hours may result in additional charges for travel and labor pursuant to COMPANY's standard overtime rates in effect at the time of the Maintenance visit. COMPANY will not connect, disconnect, repair or otherwise service non-Sharp approved attachments, components or accessories. Customer is responsible for disconnecting and reconnecting non-Sharp approved attachments, components or accessories. Maintenance performed during a Maintenance visit includes lubrication and cleaning of the Equipment and the adjustment, repair or replacement of parts described below. COMPANY reserves the right to exchange unit in certain situations rather than service on site.

3. REPAIR AND REPLACEMENT OF PARTS All parts necessary to the operation of the Equipment requiring replacement due to normal wear and tear, subject to the general scope of coverage, will be furnished free of charge during a service call.

4. MAJOR REPAIRS, REPLACEMENT, AND UPGRADES Major repairs resulting from misuse of the product, overall failure of the Equipment resulting from the normal end of life cycle of the Equipment and other repairs requiring more than customary repair and part replacements ("Overhaul") shall not be considered covered Maintenance. Should, in the opinion of COMPANY, an Overhaul be necessary for the Equipment to be in working condition, COMPANY will submit to the Customer an estimate of needed repairs and their additional cost. If the Customer does not authorize such Overhaul, COMPANY may, at its option, discontinue Maintenance of the Equipment under this Agreement. Thereafter, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service. During the term of this Agreement, if it is determined by COMPANY, in its reasonable estimation and after reasonable efforts, that Equipment maintained under the scope of this Agreement needs to be replaced or reconditioned due to (a) two service events within a six month time frame or (b) a service event cost exceeding the current market price to replace the machine, COMPANY has the right to deem Equipment that meets either (a) or (b) as unserviceable upon submission of written notice to Customer. In the event Equipment is deemed unserviceable in accordance with the foregoing sentence, Customer may elect to either (a) have the Equipment reconditioned at Customer's expense, (b) order a new piece of compatible Equipment, or (c) remove this piece of Equipment from the agreement.

Addition or Removal of Equipment: Customer is required to immediately notify COMPANY upon installation of any additional equipment at Customer's site capable of using COMPANY supplied toner cartridges. Upon installation, such equipment shall automatically be covered by this Agreement and shall be considered the Equipment for all purposes under this contract, unless COMPANY determines the new equipment is out of contract scope. Customer is required to notify COMPANY of any equipment changes or disposition (i.e. physically moved or removed for retirement purposes, etc.). For both additions and deletions to the Equipment, Customer must submit a configuration report generated from the printer to COMPANY.

5. USE OF COMPANY SUPPLIES Customer is obligated to use COMPANY approved supplies under this Agreement. If, however, the Customer uses other than COMPANY approved supplies (other than paper) and such supplies result, in COMPANY's reasonable judgment, additional Maintenance, then COMPANY may, at its option, assess a surcharge or terminate this Agreement. If COMPANY terminates this Agreement, COMPANY may make service available on a "Per Call" basis based upon COMPANY's standard rates in effect at the time of service.

6. SUPPLIES Supplies selected, if any, on the front of this Agreement ("Supplies"), shall be included under this Agreement. COMPANY will provide such selected Supplies to the Customer based upon normal yields. Supplies provided are for use with the Equipment covered by this Agreement only and are not for resale or for use with other equipment. If the Customer's usage of the Supplies exceeds the normal yields for the Equipment being serviced, COMPANY will invoice and the Customer agrees to pay, for the excess supplies at COMPANY's current retail prices then in effect. COMPANY reserves the right to charge for supplies and freight. Normal yield is defined as the published industry standard yield for the product model covered under this Agreement.

If color toner is included in this Agreement. Color toner is defined as cyan, magenta, and yellow. All other toner is billable.

7. ELECTRICAL REQUIREMENTS In order to ensure optimum performance of the Equipment, Customer must comply with all Sharp required electrical specifications, including but not limited to use of designated circuit and outlets and required voltage requirements. These power standards are required by UL and/or local safety regulations.

8. CHARGES The initial charge for Maintenance under this Agreement is non-refundable and shall be the amount set forth on the first page of this Agreement. At the end of each twelve (12) month period of the Agreement, COMPANY reserves the right to increase and/or otherwise modify its service rates and services. Customer shall be charged according to the payment cycle indicated on the front page of this Agreement. Customer shall pay all charges within thirty (30) days of the date of the COMPANY invoice. Past due amounts shall accrue interest at a rate not to exceed 1.5% per month. If any Equipment which is subject to this Agreement, or any renewal hereof, is moved to a new COMPANY service territory, COMPANY shall have the option of charging the Customer an amount equal to the difference in the published maintenance charges between the current COMPANY service territory and that of the new COMPANY service territory (on a pro rata basis). If such Equipment is moved beyond any COMPANY service territory, COMPANY reserves the right to cancel this Agreement, upon written notice to the Customer, or COMPANY may charge (and Customer hereby agrees to pay) a fair and reasonable upcharge for continued service. In so doing COMPANY may take into account the distance to Customer's new location and COMPANY published rates for COMPANY's "time and materials", "Per Call" service. A fuel surcharge may be imposed when fuel prices exceed 10% of the cost of fuel at the execution of this agreement. COMPANY may charge a credit card fee of up to three percent (3%) on credit card transactions, in compliance with state and local laws. The lease and maintenance agreements have separate terms and conditions that apply to each respectively and may have different terms of length. If a lease term concludes, the monthly maintenance payment may be different once the lease term ends.

9. METER READINGS Customer is obligated to provide meter reading(s) in a timely manner upon request. If the Customer fails or refuses to provide the meter reading in a timely manner, COMPANY may estimate the meter based upon historical meter readings. The estimated meter will then be applied in the same manner as if the meter had been supplied by the Customer and the Customer agrees to pay any overage charges that may result from the estimated meter reading. A monthly service fee may be assessed if Customer elects for non-participation in the COMPANY meter collection automation software. In the event Synappx applications are utilized to facilitate automated remote service, including, but not limited to, meter collection, toner replenishment, or other Maintenance Services, the Synappx Terms of Use located at <https://business.sharpusa.com/synappx-support/about/termsfuse> as updated from time to time by COMPANY, shall govern and are expressly incorporated into this Agreement. COMPANY will only access, retain, use, or disclose Customer data as required for the specific purpose of performing the services and in accordance with applicable laws.

10. TERM This Agreement shall become effective upon COMPANY's receipt from Customer of the initial non-refundable maintenance charge, as set forth on the first page of this Agreement, or for such Customers that are to be billed in arrears, upon the date indicated in the "Start Date" portion of the first page of this Agreement. The term of this Agreement shall be as specified on the face page of this Agreement. This Agreement shall automatically renew for additional one-year periods unless either party provides the other sixty (60) days written notice of termination prior to the end of the initial term, or any renewal term hereunder. In the event that Customer reaches or exceeds the allowance, as specified on the first page of this Agreement, prior to the expiration of the initial term, or any renewal term under this Agreement, Customer hereby agrees to pay COMPANY the COMPANY excess meter rate then in effect and same shall apply to all of Customer's excess meter amounts, through the end of the term of this Agreement. For this Agreements (not CPC leases) either party shall have the right during any renewal term, or during any second or third term of a multi-term agreement (if applicable) to terminate this Agreement upon sixty (60) days prior written notice to the other.

11. EVENT OF DEFAULT AND TERMINATION The Customer's failure to pay any amount due under this Agreement, or breach of any other obligation herein shall constitute an Event of Default. Upon an Event of Default, COMPANY may, in its discretion take any one or more of the following actions: (i) cease performing all Maintenance or any other services under this Agreement, (ii) furnish Maintenance or service upon a prepaid, "Per Call" basis, and/or (iii) terminate this Agreement. Customer shall be obligated to pay any amounts due and owing to COMPANY within (10) ten days of the expiration or termination of this Agreement. Customer, upon payment of all such amounts due, shall thereafter have no further liability or obligation to COMPANY whatsoever for any further fees or expenses arising hereunder. In the event COMPANY terminates this Agreement because of the breach of Customer, COMPANY shall be entitled to payment for work in progress plus reimbursement for out-of-pocket expenses.

12. INDEMNITY Customer shall indemnify, save and hold COMPANY, its affiliates, officers, directors, shareholders, employees, agents and representatives and its and their successors and assigns ("COMPANY Parties") harmless from and against any liability, loss, cost, expense or damage whatsoever caused by reason of any breach of this Agreement by Customer or by reason of any injury, whether to body, property or

business or to any other person by reason of any act, neglect, omission or default by Customer or Customers' employees, agents, vendors, contractors or representatives. Customer shall defend, at its sole and absolute cost, any action to which this indemnity shall apply. In the event Customer fails to defend such action COMPANY may do so and recover from Customer in addition, all costs and expenses, including, attorneys' fees in connection therewith. COMPANY shall be entitled to recover from Customer all costs and expenses, including without limitation, attorneys' fees and disbursement, incurred by COMPANY in connection with actions taken by COMPANY or its representatives (i) to enforce any provision of this Agreement; (ii) to effect any payments or collections provided for herein; (iii) to institute, maintain, preserve, enforce and foreclose on COMPANY's security interest in or lien on the goods, whether through judicial proceedings or otherwise; or (iv) to defend or prosecute any actions or proceedings arising out of or relating to any COMPANY transactions with Customer. The foregoing provisions of this paragraph 12 shall survive the termination or expiration of this Agreement to the extent permitted by Law.

13. ENTIRE AGREEMENT This constitutes the entire Agreement between the parties relating to the subject matter hereof. Any modification to this Agreement must be in writing and signed by both parties.

14. SUCCESSORS AND ASSIGNS; TERMINATION Neither party may assign this Agreement or any of its rights or obligations hereunder, without the prior written approval of the other party, which will not be unreasonably withheld, except that either party may assign its obligations and rights to a wholly owned subsidiary, parent corporation, or entity under the same COMPANY, operation, or control.

15. SEVERABILITY If any provision in this Agreement is held invalid or unenforceable by a body of competent jurisdiction, such provision will be construed, limited or, if necessary, severed to the extent necessary to eliminate such invalidity or unenforceability. The Parties agree to negotiate in good faith a valid, enforceable substitute provision that most nearly affects the Parties' original intent in entering into this Agreement or to provide an equitable adjustment in the event no such provision can be added. The other provisions of this Agreement shall remain in full force and effect.

16. COUNTERPARTS AND ELECTRONIC SIGNATURES This Agreement may be executed in several counterparts, each of which shall be deemed to be an original and all of which together shall constitute one Agreement binding on all parties hereto, notwithstanding, that all the parties have not signed the same counterpart. A faxed or electronic signature of this Agreement bearing authorized signatures may be treated as an original.

17. WAIVER OF JURY TRIAL ALL PARTIES HERETO IRREVOCABLY WAIVE THE RIGHT TO TRIAL BY JURY.

18. JURISDICTION All parties hereby consent to the exclusive jurisdiction of the Federal Courts located in Essex County, New Jersey and the State Courts located in Bergen County, New Jersey in any proceeding arising out of or relating to this Agreement.

19. LIMITATION OF LIABILITY To the extent permitted by Law, in no event shall COMPANY be liable to Customer for any special, incidental, consequential, or indirect damages, loss of business profits, business interruption, loss of business information in any way related to the Equipment or the actions of COMPANY. The Customer acknowledges that the Maintenance for MFPs provided by COMPANY is for the mechanical maintenance of the Equipment only, and that this Agreement does not cover any software, networking or any other connectivity or functionality maintenance, services, or support beyond the MFP. COMPANY'S AGGREGATE LIABILITY TO THE OTHER FOR DAMAGES FROM ANY AND ALL CAUSES WHATSOEVER AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR NEGLIGENCE, CAUSED BY EITHER COMPANY'S ACTIONS OR COMPANY'S PRODUCTS, SHALL BE LIMITED TO THE AMOUNT OF THE AGGRIEVED PARTY'S ACTUAL DIRECT DAMAGES NOT TO EXCEED THE AMOUNT OF FEES PAID BY CUSTOMER TO COMPANY FOR THE SERVICES DURING THE THREE (3) MONTHS IMMEDIATELY PRIOR TO THE DATE ON WHICH THE CAUSE OF ACTION OCCURRED.

20. THIRD PARTY PRODUCTS Any third party products provided to Customer by COMPANY, or any third party products that Customer will utilize through COMPANY's services, pursuant to this Agreement including but not limited to third party hardware, software, peripherals and accessories (collectively, "Third Party Products") shall be provided to Customer "as is". COMPANY shall use reasonable

efforts to assign all warranties (if any) for the Third Party Products to Customer, but will have no liability whatsoever for such Third Party Products. All Third Party Products are provided WITHOUT ANY WARRANTY WHATSOEVER as between COMPANY and Customer, and COMPANY shall not be held liable as an insurer or guarantor of the performance or quality of Third Party Products. In no event will COMPANY be liable for any damages caused by performance or non-performance of any Third Party Product. In addition, COMPANY assumes no liability for failure of equipment or software or any losses resulting from such failure.

21. PRIVACY

Customer and COMPANY both agree to comply with each of their respective obligations under the applicable information privacy and data protection laws and regulations relating to the protection, disclosure and use of individuals' personal data now in place or that may come into place during the term of this Agreement (collectively, the "Privacy Laws"). Customer is and shall remain the controller of all of its data for purposes of all Privacy Laws and shall determine the scope, purposes, and manner by which COMPANY may access such data. COMPANY shall only access, retain, use or disclose any Customer data as required for the specific purpose of performing the Services.

22. COPYRIGHTS AND OTHER INTELLECTUAL PROPERTY

Each party (a "Creating Party") owns and retains all intellectual property rights in and to all of the Creating Party's works of authorship, including but not limited to all plans, software or software modifications developed by the Creating Party, and all modules derived or created from such materials (collectively, "Creating Party's IP"), provided Creating Party's IP is not made by using or referencing to the other party's owned intellectual property rights. The Creating Party's IP may not be distributed or sold in any form or manner without the express written consent of the Creating Party.

23. FORCE MAJEURE COMPANY shall not be liable to Customer for any failure or delay caused by events beyond COMPANY's control, including, without limitation, Customer's failure to furnish necessary information; sabotage; failure or delays in transportation or communication; boycotts; embargoes; failures or substitutions of equipment; labor disputes; accidents; shortages of labor, fuel, raw materials, machinery, or equipment; technical failures; fire; storm; flood; earthquake; explosion; acts of the public enemy; war; insurrection; riot; public disorder; epidemic; quarantine restrictions; acts of God; acts of any government or any quasi-governmental authority, instrumentality or agency.

24. NO WARRANTY COMPANY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TECHNICAL COMPATIBILITY, FITNESS FOR USE, OR FITNESS FOR A PARTICULAR PURPOSE.

25. INSURANCE COMPANY and Customer shall each maintain, at their own expense, all insurance reasonably required in connection with this Agreement, including but not limited to, workers compensation and general liability with a limit not less than \$1,000,000 per occurrence. The Customer shall maintain Tech E&O liability insurance in an amount not less than \$1,000,000. If a security package is selected, the Customer shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, ransomware, 3rd party liability, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Coverage should be primary and noncontributory for each policy. COMPANY and its entities, affiliates, etc. should be named as additional insured. A waiver of subrogation should apply. The required insurance coverage shall be issued by an insurance company duly authorized and licensed with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide: Financial Stability A+.

26. MISCELLANEOUS Additional loading of other drivers, utilities, security updates, anti-virus, or other programs to existing workstations/servers that causes COMPANY supported products to malfunction is not covered under this Agreement and will be billed at the current hourly rate. It is the responsibility of the Customer to perform all necessary backups on the PC or Network prior to any installation or update. COMPANY bears no responsibility for any damages, data or productivity loss from said PC or Network Devices. Derivative Works: Customer shall not (i) modify, copy or create derivative works based on any COMPANY Software; (ii) frame or mirror any content forming part of the Software or Services, other than on Customer's own intranets or otherwise for its own internal business purposes; (iii) reverse engineer the COMPANY Software.

SHARP BUSINESS SYSTEMS
 PO BOX 825736
 PHILADELPHIA, PA 19182-5736

Remittance Section

Invoice Number: 594367202
 Due Date: 02/01/2026
 Due This Period: \$5,334.27

Amount Enclosed: \$ _____

Please make check payable to

TOWN OF WAYNESVILLE
 ATTN: AP
 16 S MAIN ST
 WAYNESVILLE, NC 28786-6701

SHARP BUSINESS SYSTEMS
 PO BOX 825736
 PHILADELPHIA, PA 19182-5736

2100005943672020005334277

Detach here. Please include the top payment coupon with your payment. Please allow 5-7 days for U.S. Postal Service delivery.

SHARP BUSINESS SYSTEMS
 PO BOX 825736
 PHILADELPHIA, PA 19182-5736
 www.leasedirect.com

Contract Number: 500-50267364
 Invoice Number: 594367202
 Account Number: 597548
 Site Number: 5244884
 Invoice Date: 01/07/2026
 Period of Performance: 01/01/2026 - 01/31/2026
 Due This Period: \$5,334.27

Important Messages

See Reverse For Important Information

Invoice Details

Description	Payment Amount	Tax	Total Amount	Applied Amount	Remaining Amount Due
DELIVERY CHARGE	\$25.00	\$1.69	\$26.69	\$0.00	\$26.69
PAYMENT	\$4,960.42	\$347.16	\$5,307.58	\$0.00	\$5,307.58
Billed this Invoice	\$4,985.42	\$348.85	\$5,334.27	\$0.00	\$5,334.27
Balance Due Previous Invoices					\$0.00
Total Amount Due					\$5,334.27

(Please see the following pages for details.)

Payment Remittance

- ✓ Tax Payer ID: 38-1904500
- ✓ ACH & Wire Payment Bank Details: Account # 8612106611 Routing Number # 031000053
- ✓ Direct Debit: Company Code/Originator ID # 138190450
- ✓ Remittance advice: Email to eft@leasedirect.com
- ✓ Check Payment: Please be sure to enclose remittance slip and allow sufficient time for postal delivery

Contact Us

www.leasedirect.com

- ✓ Make a Payment
- ✓ View Invoice and Contract Copies
- ✓ Enroll in Paperless Invoicing
- ✓ Update your insurance
- ✓ Update your Billing and Asset Address
- ✓ Enroll in Direct Debit

1-800-957-1664 8:30 AM EST - 7:00 PM EST

customersupport@leasedirect.com

Explanation of Charges

It is important to us that you understand the charges on your invoice. Please refer to this guide for assistance.

1. DOCUMENTATION/ORIGINATION FEE – A one-time fee assessed on new transactions to cover our expenses for preparing financing statements and other documentation costs.
2. INTERIM PAYMENT – A charge to account for the partial month, prior to the first full billing cycle, calculated per the terms and conditions in the contract.
3. INSURANCE CHARGE – A charge due each billing period as the result of the equipment being insured by the lessor against theft or damage.
4. PAYMENT – Amount due each billing period in accordance with the terms of the contract.
5. LATE FEE – Assessed when a payment is not received by its due date, as provided by the contract.
6. FINANCE CHARGE – Assessed when a payment is not received and is over thirty (30) days past its due date.
7. PROPERTY TAX – The lessor, as the owner of the equipment, is assessed and pays property tax to the appropriate taxing authority on an annual basis. Per the contract, the Lessee has agreed to reimburse the Lessor for all property taxes paid on their behalf plus reasonable administrative costs. For questions about taxes, call the Customer Service number above.
8. RETURNED CHECK FEE – Assessed each time a check is returned for any reason.
9. CUSTOMER SERVICE FEE – Assessed when a request for an amortization schedule, an invoice copy, a pay history, or additional contract copy is requested.
10. ACCOUNT SUMMARY – Overview of prior billed invoices for which a partial or no payment was received at the time the current invoice was printed.
11. TAX OR LESSOR SURCHARGE – Taxes due in accordance with the tax laws of the state(s) where the equipment is located. For tax related questions, call the Customer Service number above.

Asset Details

Contract Number	Purchase Order	Make / Model	Asset Number	Serial Number	Install Date	Cost Center	Department	Payment Amount	Tax	Total Amount
500-50267364		Sharp / MX-6071	50267364_1	0301557Y	05/28/2021		Administration	\$513.97	\$35.98	\$549.95
Asset Location: 16 S MAIN ST WAYNESVILLE HAYWOOD NC 28786-6701 United States										
500-50267364		Sharp / MX-6071	50267364_2	0301491Y	05/28/2021		Recreation Center	\$513.80	\$35.97	\$549.87
Asset Location: 550 VANCE ST WAYNESVILLE HAYWOOD NC 28786-3779 United States										
500-50267364		Sharp / MX-6071	50267364_3	0301596Y	05/28/2021		Public Services	\$520.17	\$36.41	\$556.58
Asset Location: 129 LEGION DR WAYNESVILLE HAYWOOD NC 28786-4499 United States										
500-50267364		Sharp / MX-6071	50267364_4	0301490Y	05/28/2021		Finance Department	\$484.50	\$33.92	\$518.42
Asset Location: 280 GEORGIA AVE WAYNESVILLE HAYWOOD NC 28786-8902 United States										
500-50267364		Sharp / MX-4071	50267364_5	0302489Y	05/28/2021		Police Department	\$418.12	\$29.26	\$447.38
Asset Location: 9 S MAIN ST WAYNESVILLE HAYWOOD NC 28786-6876 United States										
500-50267364		Sharp / MX-4071	50267364_6	0302924Y	05/28/2021		Police Department	\$386.80	\$27.07	\$413.87
Asset Location: 9 S MAIN ST WAYNESVILLE HAYWOOD NC 28786-6876 United States										
500-50267364		Sharp / MX-4071	50267364_7	13009801	05/28/2021		Planning Department	\$418.12	\$29.26	\$447.38
Asset Location: 9 S MAIN ST WAYNESVILLE HAYWOOD NC 28786-6876 United States										
500-50267364		Sharp / MX-C407P	50267364_8	5029050049MT	05/28/2021		Finance Department	\$110.73	\$7.75	\$118.48
Asset Location: 280 GEORGIA AVE WAYNESVILLE HAYWOOD NC 28786-8902 United States										
500-50267364		Sharp / MX-C407P	50267364_9	5029050049MR	05/28/2021		Recreation Center	\$110.73	\$7.75	\$118.48
Asset Location: 550 VANCE ST WAYNESVILLE HAYWOOD NC 28786-3779 United States										
500-50267364		Sharp / MX-C407P	50267364_10	5029050049MT	05/28/2021		Waste Water Treatment	\$103.90	\$7.27	\$111.17
Asset Location: 566 WALNUT ST WAYNESVILLE HAYWOOD NC 28786 United States										
500-50267364		Sharp / MX-C407P	50267364_11	5029050049MW	05/28/2021		Water Department	\$103.90	\$7.27	\$111.17
Asset Location: 341 ROCKY BRANCH RD WAYNESVILLE HAYWOOD NC 28786-1850 United States										
500-50267364		Sharp / MX-C407P	50267364_12	5029050049MN	05/28/2021		Fire Department	\$103.90	\$7.27	\$111.17
Asset Location: 1022 N MAIN ST WAYNESVILLE HAYWOOD NC 28786-3218 United States										
500-50267364		Sharp / MX-C407P	50267364_13	5029050049MM	05/28/2021		Police Department	\$103.90	\$7.27	\$111.17
Asset Location: 9 S MAIN ST WAYNESVILLE HAYWOOD NC 28786-6876 United States										
500-50267364		Sharp / Accessory	50283286_1	13026753A	07/13/2021			\$84.69	\$5.92	\$90.61
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / Accessory	50283286_2	75281120H61X	07/13/2021			\$86.90	\$6.08	\$92.98
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / Accessory	50283286_3	75281120H61Y	07/13/2021			\$86.91	\$6.08	\$92.99
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-3071	50283286_4	13026343	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-3071	50283286_5	13022723	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-3071	50283286_6	13026753	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_7	75281120H61X	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_8	75281120H61Y	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_9	75281120H61W	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_10	75281120H61Y	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_11	75281120H61X	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C407F	50283286_12	75281120H61W	07/13/2021			\$76.60	\$5.36	\$81.96
Comments: SERVICE ONLY										
Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States										
500-50267364		Sharp / MX-C303WH	50547768_1	33009812	11/03/2023		Waynesville Police Department	\$119.98	\$8.39	\$128.27

Asset Details

Contract Number	Purchase Order	Make / Model	Asset Number	Serial Number	Install Date	Cost Center	Department	Payment Amount	Tax	Total Amount
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Asset Location: 9 S MAIN ST STE 110 WAYNESVILLE HAYWOOD NC 28786-6877 United States

Asset Amount Total: \$5,307.58

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Developmental Disabilities Awareness Month

AGENDA INFORMATION:

Agenda Location: Proclamation
Item Number:
Department: Administration
Contact: Julia Buckner, Arc of Haywood County
Presenter: **Mayor Gary Caldwell and Todd Barbee Arc of Haywood Executive Director**

BRIEF SUMMARY: The month of March is National Developmental Disability Awareness Month. This proclamation would lend official recognition to the importance of acceptance and inclusion while educating the public on the unique abilities of people who have intellectual and developmental disabilities, and the value they bring to each community.
Todd Barbee, Executive Director of Arc of Haywood County, would like to address Council

MOTION FOR CONSIDERATION: N/A

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS: Developmental Disability Awareness Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

A PROCLAMATION FOR DEVELOPMENTAL DISABILITIES AWARENESS MONTH

Waynesville, North Carolina

WHEREAS, March is nationally recognized as Developmental Disabilities Awareness Month, first proclaimed in 1987 to increase public understanding of the abilities, contributions, and rights of individuals with intellectual and developmental disabilities; and

WHEREAS, for fifty (50) years, The Arc of Haywood County has served as a cornerstone of advocacy, support, and inclusion for individuals with intellectual and developmental disabilities and their families in Haywood County; and

WHEREAS, The Arc of Haywood County was founded in 1976 by local advocates and parents, including Margaret Brown, Juanita Dixon, Linda Gregory, Lois Hardin, and JC (Dusty) and Mildred Roberts, who believed that every person deserves dignity, opportunity, and belonging within their community; and

WHEREAS, over the past fifty years, The Arc of Haywood County has provided residential services, employment support, community integration, and advocacy to hundreds of individuals and families across Haywood County, including serving approximately 320 residents in its four group homes since its founding; and

WHEREAS, today The Arc of Haywood County serves approximately 100 individuals and their families annually through four group homes, a Supported Employment Program, a Community Living Program, and a Community Navigator Program; and

WHEREAS, The Arc employs 47 local staff members who provide essential support services and strengthen the social and economic fabric of Haywood County; and

WHEREAS, individuals with intellectual and developmental disabilities are valued members of our community whose contributions enrich our workplaces, schools, faith communities, and civic life; and

WHEREAS, inclusion is not merely an act of charity, but a reflection of our shared responsibility to ensure that every member of our community has access to housing, employment, friendship, and civic participation; and

WHEREAS, true awareness must lead to inclusion, opportunity, accessibility, and belonging for all people;

NOW, THEREFORE, I, the Mayor of Waynesville, do hereby proclaim March 2026 as **Developmental Disabilities Awareness Month** in Waynesville, North Carolina, and encourage all residents to recognize the contributions of individuals with intellectual and developmental disabilities and to reaffirm our commitment to a community where every person is respected, supported, and included.

IN WITNESS THEREOF, I have hereunto set my hand and caused the Seal of the Town of Waynesville, NC to be affixed this 24th day of March, in the year of our Lord, two thousand and twenty-five.

Town of Waynesville

Attest: _____

Gary Caldwell, Mayor

Candace Poolton, Town Clerk

SEAL:

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 24 March 2026**

SUBJECT: Recognition of Evan Davis's promotion

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Police

Contact: Chief David Adams

Presenter: Chief David Adams

BRIEF SUMMARY:

Evan Davis has been promoted to Sgt. of Criminal Investigations

MOTION FOR CONSIDERATION:

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 TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Main Street Mural Public Art Commission Presentation-Final Design Approval

AGENDA INFORMATION:

Agenda Location: Presentations
Item Number:
Department: Waynesville Public Art Commission
Contact: Candace Poolton, Town Clerk/Assistant to Manager
George Kenney, Chairman, Waynesville Public Art Commission
Presenter: Max Dowdle, Muralist

BRIEF SUMMARY:

At their February 10th meeting, Council unanimously approved Max Dowdle to be the artist for the Historic Main Street Mural to be painted on the building located at 121 N. Main St. After several reviews, including input from several members of the public, the building owner, local historian Alex McKay, and local artist Teresa Pennington, the Waynesville Public Art Commission (WPAC) unanimously recommended the final design be brought to Council for approval. If approved, Mr. Dowdle would paint the mural the week of April 13th, and have a Community Paint Session during the Appalachian Heritage Festival on April 18th, where members of the public could help paint the mural.

MOTION FOR CONSIDERATION:

Motion to approve the final design for the Historic Main Street Mural commissioned by Max Dowdle to be installed at 121 North Main Street.

FUNDING SOURCE/IMPACT: The Waynesville Public Art Commission was awarded a WNC Community Foundation Grant that was re-allocated from the DWC and HCAC in the total amount of \$24,920. The WPAC has also privately fundraised the rest of the funds needed to pay for the mural.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

The Waynesville Public Art Commission has worked very closely with the public, building owner, and local historian throughout this process in order to develop a completed piece which they are proud of, and that the Town is proud of. The grants received do require that the mural has some historical significance to Waynesville.

**WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 24, 2026**

SUBJECT: Presentation by WithersRavenel engineers on the update to the Stormwater Master Plan.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman, Assistant Development Services Director
Presenter: WithersRavenel

BRIEF SUMMARY:

On March 23, 2023, the Town of Waynesville was awarded a \$400,000 Stormwater Planning Grant, funded by the American Rescue Plan Act's (ARPA) and administered by the NC Department of Environmental Quality (NC DEQ). The Planning Grant will update the existing 2008 Stormwater Master Plan and create a new Comprehensive Stormwater Master Plan. The updated plan will include an asset inventory and assessment, a broad study to identify stormwater improvements on Town's properties, an evaluation of areas where the sewer system is infiltrating the stormwater system, and other long-term planning initiatives. It will also identify potential capital improvement projects and offer specific recommendations.

The Plan was started in the Fall of 2023, and it is reimbursement-based. No matching funds from the Town are required. Upon receiving the grant, the Town staff advertised a Request for Qualifications (RFQ), resulting in the selection of WithersRavenel, an engineering firm with extensive relevant experience and a detailed scope of services.

The grant requires that updates be presented to the Council on project progress. The first update was presented to the Council on February 11, 2025. As part of the ongoing work, a draft version of the Stormwater Master Plan was completed and emailed to the Town Council on February 25, 2026, for review and feedback. Today, WithersRavenel will provide another update via a presentation. After that, the draft plan will be submitted to the State for review. The grant is scheduled to close out by the end of 2026, and a final version of the Stormwater Master Plan will also be presented to the Town Council at that time.

The current draft of the Stormwater Master Plan can be viewed here: <https://tinyurl.com/SWPlan2026>

ATTACHMENTS:

- Cover Letter and Power Point Presentation by WithersRavenel engineers

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Memorandum

To: Olga Grooman
CC:
From: Alisha Goldstein
Date: 2/20/2026
Project: Waynesville Stormwater LASII
Subject: Stormwater Master Plan Presentation to Town Council

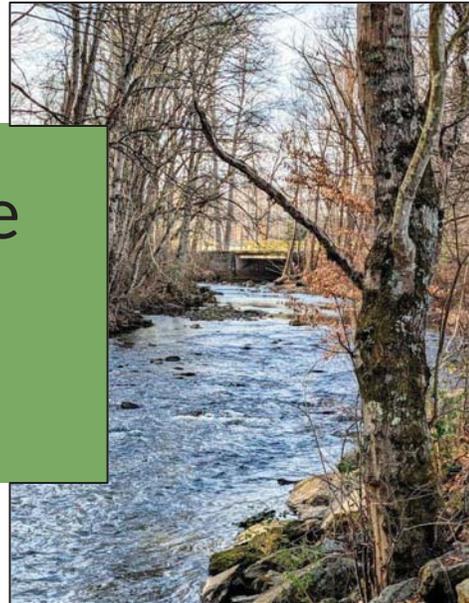
WithersRavenel would like to present the Stormwater Master Plan for the Town of Waynesville at the March 10, 2026, Waynesville Town Council Meeting. The presentation will be made by Alisha Goldstein, PE and Haley Valdez, PE, CFM.

The presentation will include the following:

- Team Introductions
- Project Purpose
- Project Process
- Review of Concept Designs
- Concept Project Outcomes
- Capital Improvement Plan
- Next Steps



Waynesville
NORTH CAROLINA



Town of Waynesville Stormwater Master Plan Update

March 24, 2026

Funded through DEQ ARPA LASII Program

Agenda

- Introductions
- Project Purpose and Components
- Review of Concept Designs
- Capital Improvement Plan
- Ordinance Review
- Next Steps



Introductions



Alisha Goldstein, PE

Project Manager



Haley Valdez, PE, CFM

Project Engineer

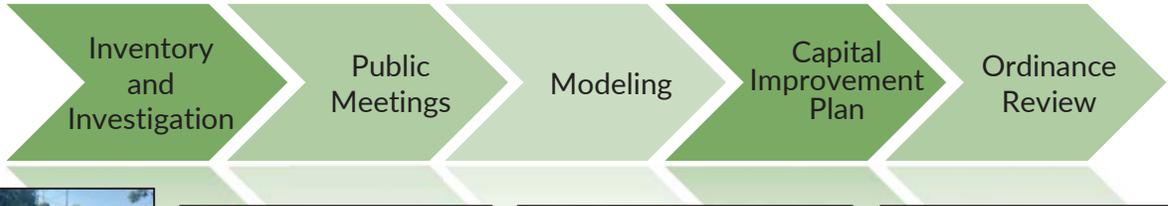


Project Purpose and Objective

- Develop Stormwater Capital Planning and Grant-Support Document for next 10-15 years
- Develop conceptual projects focused on reducing flood risk to public infrastructure, private property, and critical facilities
- Storm Asset Inventory Updated to support Asset Management, Regulatory Compliance, and Future Planning Efforts



Project Components



Project	Committed Costs	2024 Budget					Total Available Funds
		FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	
Stormwater Management	\$162,279	\$60,000	\$60,000	\$60,000	\$60,000	\$60,000	\$240,000
Stormwater General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
Stormwater Maintenance	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$4,800,000
Stormwater Management	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$1,100,000	\$4,400,000
Stormwater General Fund	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$1,000,000	\$4,000,000
Stormwater Maintenance	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$1,200,000	\$4,800,000
TOTAL	\$3,362,279	\$3,362,279	\$3,362,279	\$3,362,279	\$3,362,279	\$3,362,279	\$13,449,116

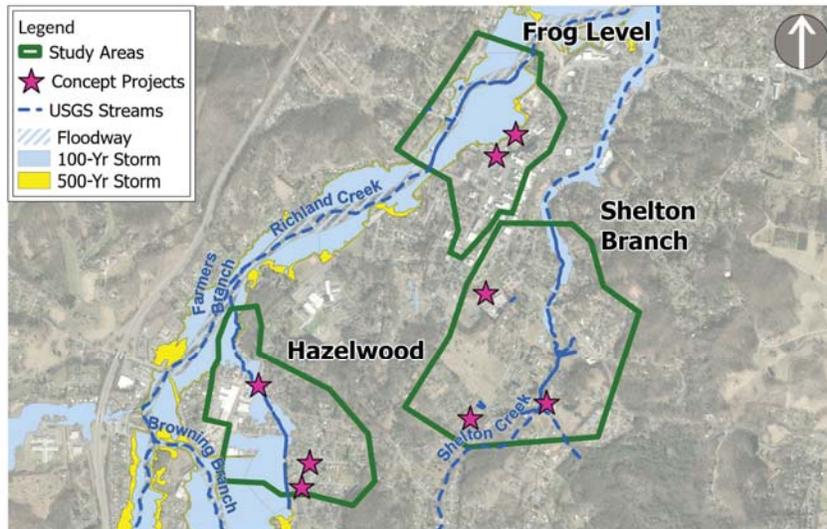


Rainfall

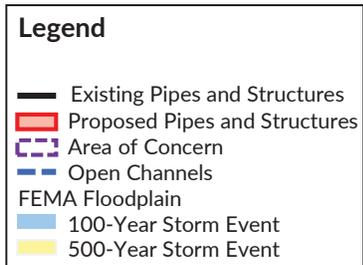
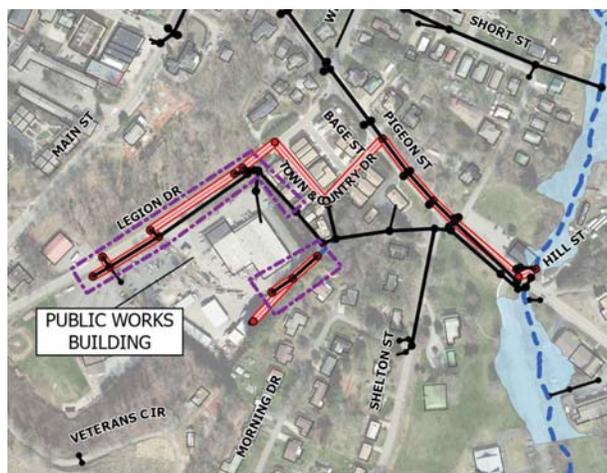
Storm Event	NOAA Atlas 14	NC State RainDROP RCP 4.5
10-Year	4.56	4.84
25-Year	5.36	5.69
50-Year	6.01	6.44
100-Year	6.67	7.14



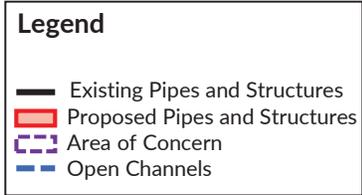
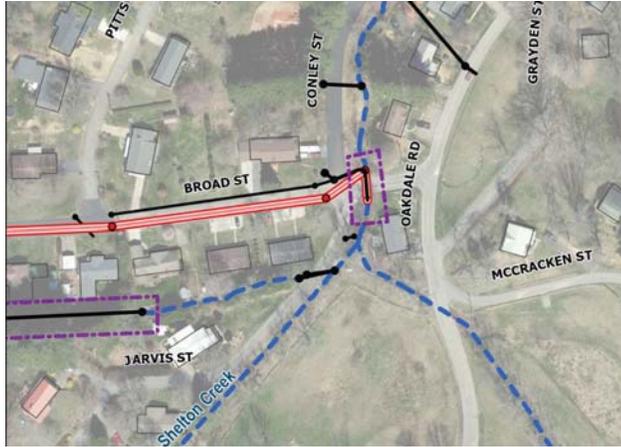
Conceptual Projects



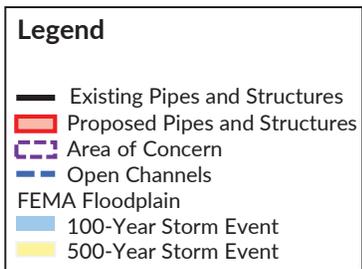
Legion Drive by Public Works



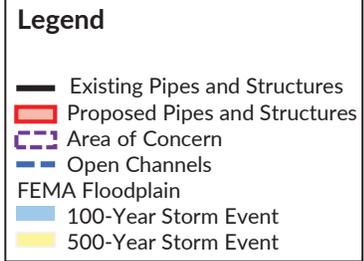
Broad Street Culvert



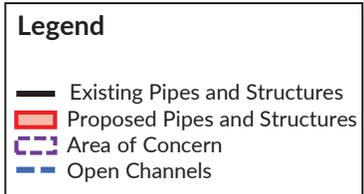
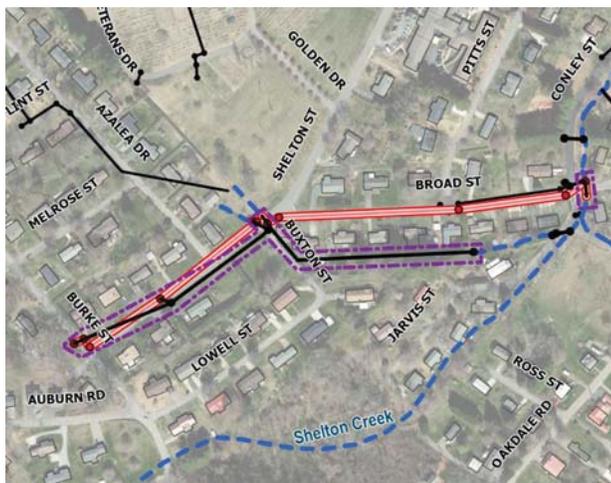
Hazelwood Avenue



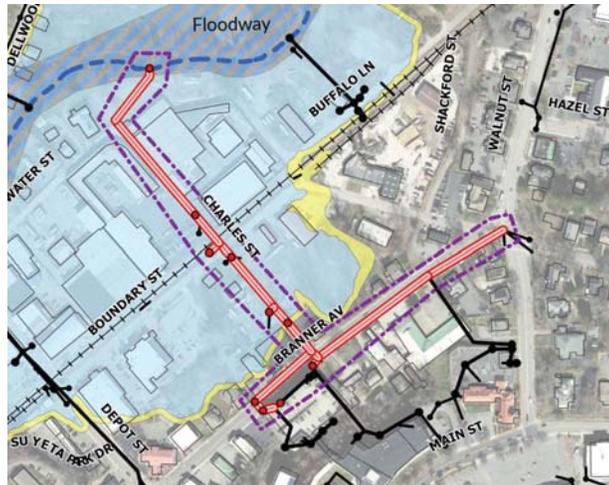
Virginia Avenue, Kentucky Avenue, Main St



Burke Street and Shelton Street



Charles Street and Banner Avenue



Legend

- Existing Pipes and Structures
- Proposed Pipes and Structures
- - - Area of Concern
- - - Open Channels
- FEMA Floodplain
- 100-Year Storm Event
- 500-Year Storm Event
- Floodway

Project Outcomes

ACTIONS

- Upsizing Pipe Capacity
- Replacing Aging Infrastructure
- Adding Storm Inlets
- Realigning Infrastructure from Private Yards to Right-of-Way

BENEFITS

- Flood Risk Reduction
- Protection of Public Infrastructure and Facilities
- Maintenance Access

Capital Improvement Plan

- 10-year timeframe
- 6 projects in concept design
- NPDES MS4 Regulatory Compliance
- Drainage Maintenance including personnel, equipment, and materials



Ordinance Review

Clarify	Clarify the requirements for the Downstream Impact Analysis
Change	Change the design storms for stormwater conveyance standards and for erosion and sediment control measures
Increase	Increase protection of riparian buffer
Evaluate	Evaluate fill allowances in the floodplain



Next Steps

- DWI review of the Stormwater Master Plan
- Plan will be returned to Council for approval
- Pursue funding for Capital Improvement Plan



Questions?

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 3/24/2026**

SUBJECT Presentation on “Electrification of the Town Fleet”

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department: Environmental Sustainability Board

Contact: William Hite

Presenter: William Hite

BRIEF SUMMARY The Town maintains a small fleet of passenger and light-duty vehicles used for administrative, inspection, and public works functions. As vehicles reach the end of their useful lives, replacement decisions present an opportunity to reduce long-term operating costs, improve air quality, and align with evolving clean energy goals.

Electric vehicle technology has advanced significantly in recent years, particularly for passenger and light-duty applications commonly used by the Town. The policy establishes a practical, phased approach to electrification that prioritizes operational feasibility and fiscal responsibility.

MOTION FOR CONSIDERATION: Adopt the Fleet Electrification Policy to guide the replacement of passenger and light-duty municipal vehicles with electric vehicles at the end of their useful lives and to establish a 2050 clean energy goal for the Town’s fleet.

FUNDING SOURCE/IMPACT There is no immediate fiscal impact associated with adoption of this policy. Vehicle and infrastructure costs will continue to be evaluated through the annual budget and capital planning processes. The policy may result in long-term fuel and maintenance cost savings.

ATTACHMENTS: Resolution Adopting Municipal Fleet Electrification Policy, Municipal Fleet Electrification Policy

MANAGER’S COMMENTS: None

Municipal Fleet Electrification Policy

Town of Waynesville, North Carolina

Definitions

Battery Electric Vehicles (BEVs): vehicles that have a battery instead of a gasoline tank, and an electric motor instead of an internal combustion engine.

Plug-in Hybrid Electric Vehicle (PHEV): a vehicle that combines a traditional internal combustion engine with an electric motor and a larger, rechargeable battery; PHEVs can be plugged into an external power source.

ICE vehicle: internal combustion engine vehicle, which uses gasoline or diesel and an internal combustion engine in operation; conventional.

EV Supply Infrastructure (EVSE): structures, machinery, and equipment necessary and integral to support an electric vehicle; including battery charging stations, (Level 1 and Level 2) and rapid charging stations (DC fast chargers, or Level 3).

GVWR (Gross Vehicle Weight Rating): the maximum total safe operating weight of the vehicle, including the curb weight, passengers, cargo, fuel, and trailer tongue weight, as defined by the manufacturer.

Light-Duty Vehicles: a mobile machine that is primarily used to transport passengers and cargo (e.g., cars, vans, SUVs, pickup trucks), with a GVWR less than or equal to 10,000 pounds in ICE vehicles

Purpose

The purpose of this policy is to guide the Town of Waynesville, NC in transitioning its municipal vehicle fleet to battery electric vehicles (BEVs), reducing greenhouse gas emissions in line with its 2050 Net Zero Emissions Goal, promoting cost savings, improving air quality, and promoting sustainable transportation practices. This policy outlines goals, procurement guidelines, operational procedures, and reporting requirements to ensure a systematic and fiscally responsible approach to fleet electrification.

Scope

This policy applies to all vehicles owned, leased, or operated by the Town of Waynesville municipal departments, including but not limited to public works, parks and recreation,

finance department, development services, and administrative services. Police and fire, at this time, are exempt from full electrification, but within those departments Chiefs should seek out opportunities to trial emissions-lowering and cost-saving technologies, such as idle reduction, hybrid drivetrains, PHEVs, and BEVs.

Goals

- Transition 100% of light-duty municipal vehicles (sedans, SUVs, and light-duty trucks) to electric by 2045.
- Achieve a 50% reduction in municipal fleet greenhouse gas emissions by 2035 (baseline: 2026).
- Prioritize electrification of medium- and heavy-duty vehicles as technology and infrastructure allow.

Procurement Guidelines

1. All purchases or leases of new vehicles shall be battery electric vehicles (BEVs) as the default standard. Departments may procure a non-electric vehicle only upon a written determination, approved by the Town Manager or designee, that no commercially available BEV can meet the specific operational requirements of the intended use.
2. Any request to procure a non-electric vehicle shall include a detailed written justification demonstrating the lack of a viable BEV alternative, including an evaluation of available BEV models and total cost of ownership; such requests shall not proceed without formal review and written approval by the Town Manager or designee.
3. Total cost of ownership is defined as the vehicle's capitalized cost and expected lifetime cost of its operations or 10 years, whichever comes first, including maintenance and fuel. Fuel shall be considered the amount the TOW pays per gallon for bulk purchases (gasoline or diesel per vehicle) at the TOW fuel depot; fuel will also include fuel charges incurred when staff are out of town in town-owned vehicles. Electricity will be the associated "fuel" cost for BEVs; the TOW's levelized cost of energy (LCOE) will be charged per kWh consumed, currently \$0.081/kWh, for purposes of comparison.
4. Seek federal, state, and utility incentives or grants to offset purchase and infrastructure costs.

Charging Infrastructure

1. The Town will develop and maintain a plan for installing and expanding EV charging infrastructure at municipal facilities, prioritizing locations with high fleet utilization.
2. Charging stations will be accessible to all departments.
3. Evaluate opportunities for renewable energy integration (e.g., solar panels) to power charging stations.

Operational Procedures

1. Train staff in EV operation, charging protocols, and energy-efficient driving practices.
2. Schedule vehicles to maximize use of EVs and minimize use of fossil-fueled vehicles.
3. Monitor and track fleet energy consumption, emissions, and operational costs annually.

Reporting and Accountability

1. The Public Works Director, or designee, in consultation with the Environmental Sustainability Board (ESB), shall submit an annual report to the Town Council detailing progress toward electrification goals, fleet composition, emissions reductions, and cost savings.
2. The report shall include recommendations for policy updates, infrastructure needs, and funding opportunities.

Policy Review

This policy will be reviewed every year to reflect advances in vehicle technology, infrastructure availability, funding sources, operational needs, and to review EV marketplace dynamics and opportunities for savings.

Exceptions

Departments may request an exception to the electric vehicle (EV) requirement only upon a documented finding that (1) no commercially available EV can meet the specific operational requirements of the intended use, and (2) electrification is not feasible based on a demonstrated total cost of ownership analysis and available funding. All exception requests shall include a comprehensive written justification, including evaluation of available EV models, lifecycle cost comparison, and explanation of operational

constraints, and shall be subject to formal review and written approval by the Town Manager or designee prior to procurement. Exceptions shall be granted on a case-by-case basis, for a limited duration, and must be re-evaluated at each subsequent replacement cycle.

Limited pre-existing charging infrastructure alone will not be considered a valid justification for an exception.

Effective Date

This policy takes effect on 03/24/2026.

Adoption

Adopted by the Waynesville Town Council on 03/24/2026.

RESOLUTION NO. R-4-26

**A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE
ADOPTING A FLEET ELECTRIFICATION POLICY (PASSENGER AND LIGHT-
DUTY VEHICLE REPLACEMENT)**

WHEREAS, the Town of _Waynesville maintains a fleet of passenger and light-duty vehicles to support municipal operations and service delivery; and

WHEREAS, the Town Council recognizes the importance of maintaining a safe, reliable, and cost-effective vehicle fleet; and

WHEREAS, a standardized vehicle replacement policy promotes fiscal responsibility, operational efficiency, and long-term planning; and

WHEREAS, staff has developed a Passenger and Light-Duty Vehicle Replacement Policy to establish consistent criteria and procedures for the replacement of such vehicles; and

WHEREAS, the Town Council has reviewed the proposed policy and finds it to be in the best interest of the Town;

NOW, THEREFORE, BE IT RESOLVED by the Town Council of the Town of Waynesville as follows:

1. Adoption of Policy

The Town Council hereby adopts the Passenger and Light-Duty Vehicle Replacement Policy, attached hereto as *Exhibit A* and incorporated herein by reference.

2. Implementation

The Town Manager, or their designee, is authorized and directed to implement and administer the policy in accordance with its terms.

3. Severability

If any section, subsection, sentence, clause, or phrase of this resolution is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this resolution.

4. Effective Date

This resolution shall become effective immediately upon adoption.

Adopted this 24th Day of March, 2026.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 24, 2026**

SUBJECT: Budget Amendment and agreement for brick sidewalk installation along Walnut Street as part of NCDOT U-5839.

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Development Services, Finance

Contact: Elizabeth Teague, Development Services Director

Presenter: Elizabeth Teague, Development Services Director

SUMMARY:

At the February 10, 2026 Meeting, Town Council directed staff to request brick sidewalk pavers along Walnut Street, from Boundary to North Main along the frontage of the Spread Out Historic District. This action upholds the public request from the 2017 hearings with NCDOT, on the U-5839 Russ Avenue/ US 276 Improvement Project. NCDOT has provided the exact cost to the Town which will be \$87,242.67 and a TIP agreement to allow NCDOT to conduct the work at this additional cost to the Town.

MOTION FOR CONSIDERATION:

1. Motion to approve the attached TIP agreement and budget amendment for additional costs to NCDOT to install brick pavers as part of the new sidewalk along Walnut Street.

FUNDING SOURCE/IMPACT:

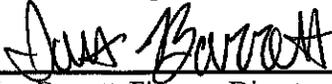
Cost will be an additional \$87,242.67 and will require a General Fund Budget Amendment. A portion of these funds may be offset by fee-in-lieu payments associated with projects impacted by the roadway project (of which there are approximately \$22,000).

ATTACHMENTS:

- NCDOT TIP Agreement
- Map of area
- Budget Amendment

MANAGER'S COMMENTS AND RECOMMENDATIONS:

NCDOT will bill the Town of Waynesville for these additional costs and complete the work as part of the Russ Avenue project.



Ian Barrett, Finance Director

3/17/2026

Date

AGREEMENT OVERVIEW

NORTH CAROLINA
HAYWOOD COUNTY

DATE: 2/25/2026

PARTIES TO THE AGREEMENT:

PROJECT NUMBERS:

NORTH CAROLINA DEPARTMENT
OF TRANSPORTATION

TIP #: U-5839

AND

WBS ELEMENTS: CON 50230.3.1

TOWN OF WAYNESVILLE

The purpose of this Agreement is to identify the participation in project costs, project delivery and/or maintenance, by the other party to this Agreement, as further defined in this Agreement.

SCOPE OF TIP PROJECT (“Project”): This Project consists of upgrading the US 276 (RUSS AVENUE) corridor from US 23/74 to US 23 Business (Main Street).

ADDITIONAL WORK (“Additional Work”): Upgrading 5 ft concrete sidewalk to brick paver sidewalk and upgrading 2’6" concrete curb and gutter to 6" granite stand up curb for approximately 475 linear feet from the North Main Street and Walnut Street intersection north towards the Walnut Street and Boundary Street intersection.

ESTIMATED COST OF THE ADDITIONAL WORK: \$ 87,242.67

COSTS TO OTHER PARTY: \$ 87,242.67

PAYMENT TERMS: The Department will invoice the Town of Waynesville upon completion of the Project.

MAINTENANCE: Town of Waynesville

EFFECTIVE DATES OF AGREEMENT:

START: Upon Full Execution of this Agreement

END: When work is complete and all terms are met.

This Agreement is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the **Department** and the Town of Waynesville, hereinafter referred to as the **Municipality**; and collectively referred to as the **Parties**.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000028535**

The **Parties** to this Agreement, listed above, intend that this Agreement, together with all attachments, schedules, exhibits, and other documents that both are referenced in this Agreement and refer to this Agreement, represents the entire understanding between the **Parties** with respect to its subject matter and supersedes any previous communication or agreements that may exist.

DRAFT

I. WHEREAS STATEMENTS

WHEREAS, this Agreement is made under the authority granted to the **Department** by the North Carolina General Assembly under General Statutes of North Carolina (NCGS), particularly Chapter 136-66.1 and 136-66.3; and,

WHEREAS, the **Department** and the **Municipality** have agreed that the jurisdictional limits of the **Parties**, as of the date of entering the agreement for the Additional Work, are to be used in determining the duties, responsibilities, rights, and legal obligations of the **Parties** hereto for the purposes of this Agreement; and,

WHEREAS, the **Municipality** has requested that the **Department** perform all phases of said Additional Work or provide services; and,

WHEREAS, the **Parties** hereto wish to enter into an agreement for Additional Work to be performed or provided by the **Department** (including reviews, goods, or services) with reimbursement for the costs thereof by the **Municipality** as hereinafter set out.

NOW, THEREFORE, this Agreement states the promises and undertakings of each of the **Parties** as herein provided, and the **Parties** do hereby covenant and agree, each with the other, as follows:

II. RESPONSIBILITIES

A. DEPARTMENT

The **Department** shall be responsible for all phases of project delivery to include planning, design, right of way acquisition, utility relocation, and construction as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision.

B. MUNICIPALITY

The **Municipality** shall be responsible for maintenance as shown in the **PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK** Provision and payment as shown in the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision.

III. PROJECT DELIVERY REQUIREMENTS FOR ADDITIONAL WORK

A. PLANNING, DESIGN, AND CONSTRUCTION

- i. The **Department** will be responsible for preparing the environmental and/or planning document and obtaining any environmental permits.

- ii. The **Department** will be responsible for preparing the project plans and specifications and letting the Project to construction.
- iii. The **Department** shall construct the Additional Work in accordance with the plans and specifications for the Project. The **Department** shall administer the construction contract for said Project. All work shall be done in accordance with Departmental standards, specifications, policies, and procedures.

B. RIGHT OF WAY ACQUISITION

The **Department** will be responsible for acquiring any needed right of way required for the Project in accordance with the policies and procedures set forth in the North Carolina Right of Way Manual.

C. MUNICIPAL UTILITY RELOCATIONS

Responsibilities

It is understood that there are no municipally-owned water and sewer lines to be adjusted or relocated at this time. If during the project it becomes necessary to adjust or relocate municipally-owned water and/or sewer lines, a separate Utility Agreement will be prepared at the appropriate time.

D. MAINTENANCE

Upon completion of the Project:

- i. The **Municipality** shall be responsible for maintaining the sidewalk and the granite stand up curb.
- ii. The **Department** shall be responsible for all traffic operating controls and devices which shall be established, enforced, and installed and maintained in accordance with the North Carolina General Statutes, the latest edition of the Manual on Uniform Traffic Control Devices for Streets and Highways, the latest edition of the “Policy on Street and Driveway Access to North Carolina Highway,” and department criteria.
- iii. The roadway improvements that are within state-owned right of way shall be considered a part of the State Highway System and shall be owned and maintained by the **Department**.

IV. COSTS AND FUNDING FOR ADDITIONAL WORK

A. ADDITIONAL WORK COSTS

At the request of the **Municipality** and in accordance with the **Department's** Pedestrian Policy Guidelines or the Complete Streets Guidelines, the **Department** shall include provisions in its construction contract for the construction of pedestrian facilities and/or other Additional Work as indicated in the Table below. Said work shall be performed in accordance with the **Department's** policies, procedures, standards, and specifications, and the provisions of this Agreement.

Description	Cost to Municipality
Brick Paver Sidewalk (Betterment)	\$ 50,306.67
Granite Curb (Betterment)	\$ 36,936.00
Total Estimated Cost to Municipality	\$ 87,242.67

B. ADDITIONAL WORK FUNDING AND PAYMENT

The **Municipality** has agreed to participate in the Additional Work costs as follows:

- i. The estimated cost of the Additional Work is \$87,242.67. The **Municipality** shall participate in 100% of actual costs. The **Department** will participate in 0% of actual costs. Both **Parties** understand that this is an estimated cost and is subject to change.
- ii. The **Department** may consult with the **Municipality** on changes to cost estimates prior to construction, or changes to costs during construction. Consultation between the **Department** and the **Municipality** is offered as a courtesy to apprise the **Municipality** of potential cost increases and to allow appropriate budgeting. Failure of the **Department** to notify the **Municipality** of cost increases does not affect the payment terms of the agreement.

C. PAYMENT BY THE MUNICIPALITY

- i. Upon completion of the Project, the **Department** will calculate actual costs and bill the **Municipality** per the **COSTS AND FUNDING FOR ADDITIONAL WORK** Provision. The **Municipality** shall reimburse the **Department** within sixty (60) days of invoicing by the **Department**. The **Department** will charge a late payment penalty and interest on any unpaid balance due in accordance with G. S. 147-86.23.
- ii. At any time prior to final billing by the **Department**, the **Municipality** may prepay any portion of the estimated cost by sending payment in accordance with the attached

“Remittance Guidance”. The **Department** will provide a final billing based on the fixed cost, less any previous payments that have been made.

- iii. In the event the **Municipality** fails for any reason to pay the **Department** in accordance with the provisions for payment hereinabove provided, North Carolina General Statute 136-41.3 authorizes the **Department** to withhold so much of the **Municipality’s** share of funds allocated to said **Municipality** by North Carolina General Statute, Section 136-41.1, until such time as the **Department** has received payment in full.

V. STANDARD PROVISIONS

A. AGREEMENT MODIFICATIONS

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all **Parties** by means of a written Supplemental Agreement.

B. ASSIGNMENT OF RESPONSIBILITIES

The **Department** must approve any assignment or transfer of the responsibilities of the **Municipality** set forth in this Agreement to other parties or entities.

C. AGREEMENT FOR IDENTIFIED PARTIES ONLY

This Agreement is solely for the benefit of the identified **Parties** to the Agreement and is not intended to give any rights, claims, or benefits to third parties or to the public at large.

D. OTHER AGREEMENTS

The **Municipality** is solely responsible for all agreements, contracts, and work orders entered into or issued by the **Municipality** to meet the terms of this Agreement. The **Department** is not responsible for any expenses or obligations incurred for the terms of this Agreement except those specifically eligible for the funds and obligations as approved by the **Department** under the terms of this Agreement.

E. TITLE VI

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

F. AUTHORIZATION TO EXECUTE

The **Parties** hereby acknowledge that the individual executing this Agreement has read this Agreement, conferred with legal counsel, fully understands its contents, and is authorized to execute this Agreement and to bind the respective **Parties** to the terms contained herein.

G. DEBARMENT POLICY

It is the policy of the **Department** not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the **Municipality** certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

H. INDEMNIFICATION

The **Municipality** will indemnify and hold harmless the FHWA (if applicable), the **Department** and the State of North Carolina, their respective officers, directors, principals, employees, agents, successors, and assigns from and against any and all claims for damage and/or liability, including those that may be initiated by third parties, in connection with the Project activities performed pursuant to this Agreement including construction of the Project, except for those claims arising out of the errors, omissions, or negligence of the **Department**, its respective officers, directors, principals, employees, agents, successors, and assigns.

I. AVAILABILITY OF FUNDS

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

J. COUNTERPARTS AND ELECTRONIC SIGNATURES

- i. This Agreement, and other documents to be delivered pursuant to this Agreement, may be executed in one or more counterparts, each of which will be deemed to be an original copy and all of which, when taken together, will be deemed to constitute one and the same agreement or document and will be effective when counterparts have been signed by each of the **Parties**. An image of a manual signature on this Agreement, or other documents to be delivered pursuant to this Agreement, will constitute an original signature for all purposes. The delivery of copies of this Agreement or other documents to be delivered pursuant to this Agreement, including executed signature pages where required, by electronic transmission will constitute effective delivery of this Agreement or such other document for all purposes.

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000028535**

- ii. The **Parties** hereto further acknowledge and agree that this Agreement may be signed and/or transmitted by email or a PDF document or using electronic signature technology (e.g. DocuSign, Adobe Sign, or other electronic signature technology), and that such signed record shall be valid and as effective to bind the **Party(ies)** so signing as a paper copy bearing a handwritten signature. By selecting "I Agree", "I Accept", or other similar item, button, or icon via use of a keypad, mouse, or other device, as part of the electronic signature technology, the **Parties** consent to be legally bound by the terms and conditions of Agreement and that such act constitutes a signature as if actually signed in writing. The **Parties** also agree that no certification authority or other third-party verification is necessary to validate its electronic signature and that the lack of such certification or third-party verification will not in any way affect the enforceability of its electronic signature. The **Parties** acknowledge and agree that delivery of a copy of this Agreement or any other document contemplated hereby through the electronic signature technology, will have the same effect as physical delivery of the paper document bearing an original written signature.

K. GIFT BAN

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Adult Corrections, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000028535**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(DOCUSIGN ONLY)

TOWN OF WAYNESVILLE

Authorized Signer: _____

Print Name: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)

**ACCOUNTS RECEIVABLE
TIP AGREEMENT – ADDITIONAL WORK
CONSTRUCTION
1000028535**

SIGNATURE PAGE

IN WITNESS WHEREOF, this Agreement has been executed the day and year heretofore set out, on the part of the **Department** and the **Municipality** by authority duly given.

(INK SIGNATURES)

TOWN OF WAYNESVILLE

Attest: _____

Authorized Signer: _____

By: _____

Print Name: _____

Title: _____

Title: _____

Date Signed: _____

If applicable, this Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act:

Fed Tax ID No: _____

Finance Signer: _____

Remittance Address: _____

Print Name: _____

Title: _____

Date Signed: _____

(DOCUSIGN)

DEPARTMENT OF TRANSPORTATION

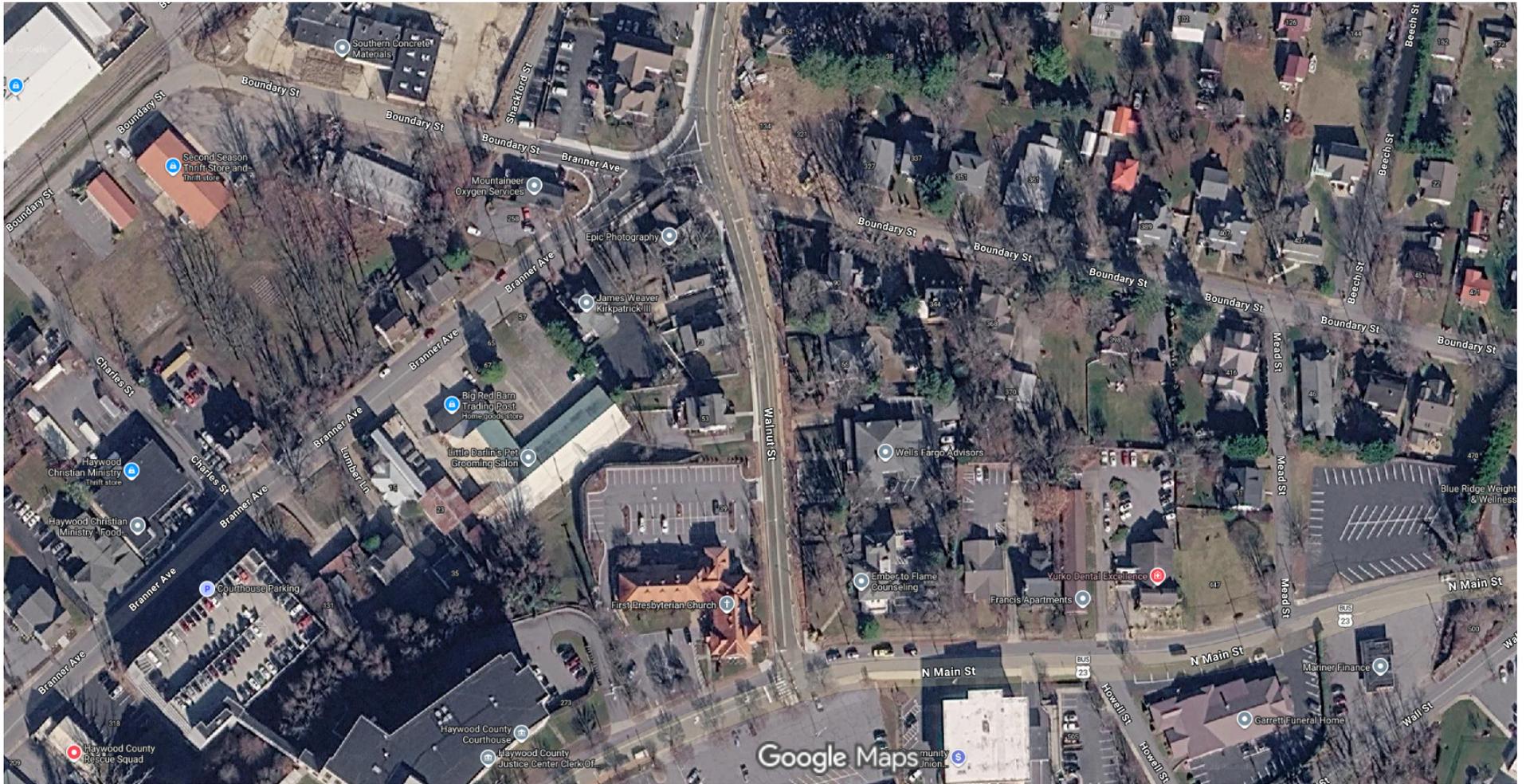
By: _____

Print Name: _____

Title: _____

Date: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (DATE)



Ordinance No. O-9-26

Amendment No. 28 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Decrease the following revenues:

Sidewalk in lieu, fund balance	\$87,242.67
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Increase the following appropriations:

NCDOT sidewalk improvement	\$87,242.67
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Adopted this 24th day of March 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: March 24, 2026

SUBJECT: Pride on Main: Special Event Permit Amendment Request

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Dr. Printer McIntosh, Founder – Haywood County Pride on Main
Presenter: Dr. Printer McIntosh, Founder – Haywood County Pride on Main

BRIEF SUMMARY

The Town Council recently approved Haywood County Pride on Main’s (HayCo. Pride) special event permit application on January 13, 2026. HayCo. Pride is requesting the following amendments to their previously approved permit application:

- 1) Extension of the Wall Street closure down to the intersection of Wall Street and Howell Street.
 - The current permitted road closure along Wall Street ends at Wells Event Way.
 - This amendment has been discussed with the Police Department and staff can confirm that, if approved, this amendment would not introduce any additional safety concerns.
- 2) Implementation of a temporary social district for the event.
 - This social district could exist within the same boundary as the temporary social district previously permitted during the TDA’s Ice Festival special event.
 - The applicant may request that the temporary social district for the Pride on Main event be extended down to the intersection of Wall Street and Howell Street.

MOTIONS FOR CONSIDERATION

- 1) Motion to approve an amendment to Haywood County Pride’s special event permit in order to permit an extension of the event boundary and road closure to the intersection of Wall Street and Howell Street.
- 2a) Motion to approve a temporary social district to be permitted during the Pride on Main special event with an identical boundary to that of the previously permitted temporary social district established for the TDA’s Ice Festival special event

----- OR -----
- 2b) Motion to approve a temporary social district to be permitted during the Pride on Main special event with a boundary that includes the boundary of the previously permitted temporary social district established for the TDA’s Ice Festival special event with the addition of an extension down Wall Street to the intersection of Howell Street.

FUNDING SOURCE/IMPACT

ATTACHMENTS

- Special Event Permit Application: Pride on Main (approved by Council on January 13, 2026)

MANAGER’S COMMENTS AND RECCOMENDATIONS



APPROVED BY COUNCIL
January 13, 2026

Application for Special Events Permit

I. General Information

EVENT NAME: Pride on Main

EVENT DATE(S): June 27th, 2026
Parade: Line up on Montgomery leading to depot. Right on Depot St. Right on Main St to Right on Church St to Right on Haywood to right on DepotSt

LOCATION: **Vendors: Intersection of Wells event way and Wall St until intersection of Wall St and Pigeon**

IF THIS EVENT IS A PARADE OR ROAD RACE: Parade: Route Attached

SET-UP TIME (START/END): 8am-11am

EVENT HOURS: 11am-4pm

DISMANTLE HOURS (START/END): 4pm-6pm

ESTIMATED ATTENDANCE: 1000

BASIS ON WHICH THIS ESTIMATE IS MADE: Last year attendance

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood Country Pride On Main

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

APPLICANT NAME: Dr Printer McIntosh TITLE: Founder

ADDRESS: 60 S Main St CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 412-735-4078 FAX#: _____ EMAIL: haycoprideonmain@gmail.com

ON-SITE CONTACT: Printer McIntosh TITLE: Founder

ADDRESS: 60 S Main St Waynesville, Nc 28786

PHONE #: 412-735-4078 CELL PHONE #: _____ EMAIL: haycoprideonmain@gmail.com

III. Brief Description of Event

Family-friendly event celebrating LGBTQIA+ persons, their families and communities. Promoting joy and inclusion in the greater Haywood County area.

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

1. Parade: Line up on Montgomery leading to depot. Right on Depot St. Right on Main St to Right on Church St to Right on Haywood to right on Depot St
Vendors: Intersection of Wells event way and Wall St until intersection of Wall St and Pigeon

2. Parade: Rolling closure for parade starting at 9am and ending at 11am

3. Festival: Full closure of Wall St from 7a-6pm

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 X No Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)

Yes. Designated area on wall st in front of Boojum. Alcohol will only be sold by Boojum Brewery

x Does the event involve the **sale of food**? Yes
If "YES", has the health department been notified? Have you applied for a temporary permit?

Yes. Yes we have notified the health department as food trucks hold their own permit.

x Will there be **musical entertainment** at your event? IF "YES" provide the following information:
Number of Stages: 1-stage need from town of waynesville Number of Band(s): 3 Amplification? Yes Amplification needed. Electric needs to be unlocked,

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**? No

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

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

Approx. Number of Tents: 80 Will any tent exceed 400 sq. feet in area? NO YES

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

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

x Will you require **electrical hookup** for the event? Generators? 0

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.

x 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?

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

VI. Additional Questions

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

City Parking- including accessible spots near police building and in city lot on Montgomery

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?

City and volunteer clean-up crews

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

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

Return to:

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

VIII. Special Information for Applicants

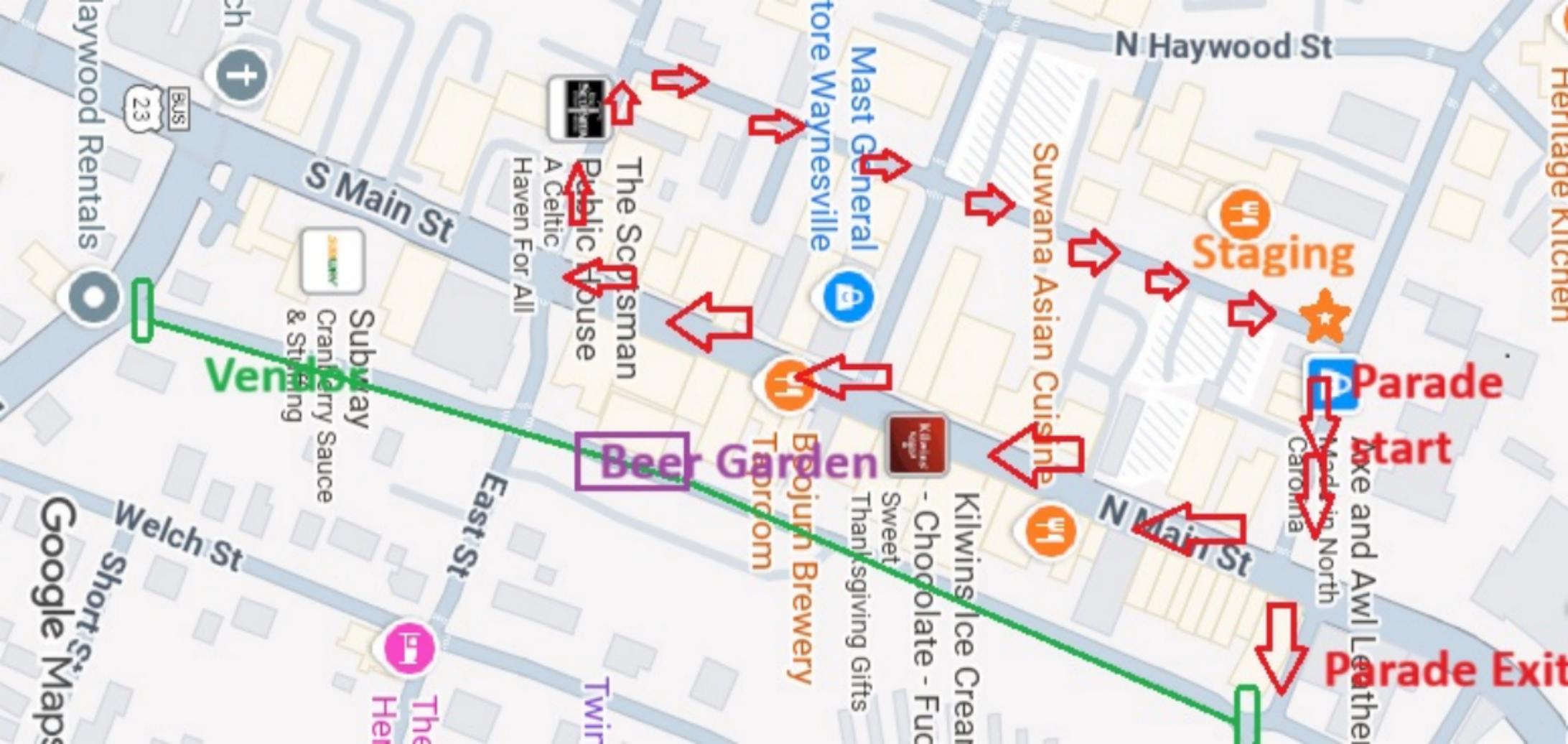
- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only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

FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:



Heritage Kitchen

N Haywood St

Store Waynesville
Mast General

S Main St

Suwana Asian Cuisine

Staging

The Scripsman
Public House
A Celtic Haven For All

Parade start

Subway
Cranberry Sauce
& Stuffing

Beer Garden

Medina North
Carolina

Parade Exit

Kilwins Ice Cream
- Chocolate - Fudge
Sweet Thanksgiving Gifts

Bojoju Brewery
Taborrom

N Main St

Venue

Welch St

East St

Twir

The Her

Short St
Google Maps

aywood Rentals

23 BUS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR BOARD ACTION
Meeting Date: March 24, 2026**

SUBJECT: Council permission to apply for the TDA Capital Improvement Grant for the construction of the Boyd Ave Greenway Connector

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Development Services

Contact: Elizabeth Teague, Development Services Director

Alex Mumby, Land Use Administrator

Presenter: Alex Mumby, Land Use Administrator

SUMMARY:

The Richland Creek Greenway in Hazelwood currently runs from Dutch Fisher Park to behind the Hickory Hollow Apartments, ending at a large patch of bamboo. This grant would enable the town to continue the greenway all the way to Boyd Ave and to pave the path to Killian St. The completion of this section would allow for a safer route for children walking and biking to school or the park and create a better connection between Frog Level and Downtown Hazelwood.

Staff have already produced an engineered estimate of the cost of the project from Preston Gregg, PE. With the help of Haywood Waterways, staff plan to utilize Public Works to perform some of the required tasks such as bamboo removal and shed demolition. This labor can act as match towards the TDA grant, as confirmed by Corrina Ruffieux. A third-party contractor will be hired to do construction of the greenway itself.

MOTION FOR CONSIDERATION:

1. Approval to apply for the TDA Capital Improvement grant for the construction of the Boyd Ave Greenway Connector.

FUNDING SOURCE/IMPACT:

Public works staff will be used for aspects of the greenway construction. Staff are not asking for any The total cost of the project will be \$255,000, with the match consisting of funds from Haywood Waterways and work performed by the Town's Public Works Department. No additional money will be required to be spent from the Town.

ATTACHMENTS:

- Grant Application
- Grant Budget
- Site Plan

MANAGER'S COMMENTS AND RECOMMENDATIONS:

11. Provide an overall description of the project. This is your opportunity to sell us on your idea. (150 words or less)*

This project is to build the segment of the Richland Creek Greenway which will connect Dutch Fisher Ballpark to Boyd Ave and improve the connection to Killian St. The existing greenway ends at the Hickory Hollow Apartments with a dirt path reaching Killian St. This section will match the existing greenway with asphalt and lighting and include amenities such as benches and signage. Once complete, the greenway will help to connect Waynesville Middle to Hazelwood and Frog Level. The trail will provide safe off-road space for walking, jogging, biking, and spending time in nature. In the long term, it will connect directly with Frog Level and with the rest of the Richland Creek Greenway, forming part of Western North Carolina's Hellbender Trail.

12. How does this project align with the strategic pillars and goals of the Haywood County Destination Master Plan? (150 words or less)*

The Haywood County Destination Master Plan emphasizes the need for environmental stewardship while promoting the unique character of Haywood County. In practice this means providing residents and visitors alike with opportunities to connect with nature and the outdoors easily and safely. The expansion of the greenway brings trails right into the backyard of many of the area's bed and breakfasts. Solidifying the connection between Hazelwood and Frog Level will encourage tourists to engage with the cultural amenities provided by both of those areas. In the very near future, the new bike park and the Pigeon River Bikes non-profit will increase the demand for bike access in the community. Building out the greenway will create more opportunities for users to take advantage of these community assets.

14. How will this project attract visitors from 50+ miles outside of Haywood County? (150 words or less)*

The Haywood County Greenway Master Plan envisions Waynesville, Maggie Valley, Lake Junaluska, Clyde, and Canton all connected by greenway. This large trail system would constitute a part of the Hellbender Greenway trail which is envisioned to connect Haywood, Buncombe, Madison, and Henderson Counties. The eventual completion of this massive project would create an immense tourism demand for outdoor recreation. Within Waynesville, the greenway will eventually connect to the new Raccoon Bike Park which is already planned to host international competitions. The greenway has the potential to make Haywood County a national destination for biking and outdoor recreation. As each

segment of the greenway is completed and connects to each other, the value of the greenway increases exponentially.

15. How will this project enhance the quality of life for Haywood County residents? (150 words or less)*

Easy access to the outdoors has been shown to greatly increase the mental and physical health of residents. By providing direct connections between Frog Level and Hazelwood, the greenway provides these much needed experiences. The greenway will also provide safe access for children biking and walking to Waynesville Middle School. Presently, there are no bike lanes which connect the Hazelwood Neighborhood to the school, forcing students to either ride in the street or ride on inadequate sidewalks. The new greenway will take children away from cars and the road, providing them a safe and beautiful path to school. The community generally will benefit from the improved pedestrian access to Frog Level and Hazelwood. Families will be able to safely walk to softball games held at Dutch Fisher Field and the ease of going out to dinner afterwards.

23. How will this project be maintained over its 10-year lifespan?*

The greenway will be maintained for its lifetime by the Town of Waynesville's Public Works and Park and Recreation departments. Serious and complex repairs may be bid out to third party contractors, however, the cost of the repairs will still be handled by the Town.



Capital Grant Application Budget

A complete, detailed budget inclusive of all revenues and expenses is required for a complete grant application. You may add additional line items appropriate for your project. Please reference the Grant Guidelines for more information, and for examples of eligible and ineligible expenses.

Basic Information	
Project Name: Boyd Ave Greenway Connector	
Total Cost of Project	\$255,000
Tourism Funding Requested	\$127,500
Organization Match Amount	\$127,500

Revenues	
Cash on hand	\$20,000
Loan(s)	\$
Private Grants	\$
Governmental Grants	\$
Donations / Sponsorships	\$35,000
Other (Explain) Public Works Dept Labor	\$70,800
Other (Explain)	\$
Total Revenues	\$ 125,800.00

Expenses	

Land	\$20,000
Building	\$
Other (Explain)	
Acquistition Sub-Total	\$ 20,000.00
Feasibility Study	\$
Site Plan Evaluation	\$
Environmental Assessment/Study	\$
Consultant Fees	\$19,500
Permit Fees	\$
Inspections (building, fire safety, ADA, environmental)	\$
Insurance & Bonds	\$
Contingency Funds	\$
Other (Explain)	\$
Other (Explain)	\$
Planning & Compliance Sub-Total	\$ 19,500.00
Architect	\$
Engineering Fees	\$
Project Management	\$
Legal Fees	\$
Marketing & PR (community outreach, grand opening)	\$
Other (Explain)	
Other (Explain)	
Professional Services Sub-Total	\$ -
Site Preparation (demolition, grading, groundwork)	\$42,700
General Contractor Labor	\$43,100
Construction Materials	\$92,300
Electrician / Plumber Labor	\$4,000
IT Services	\$
Other (Explain) GC Overhead	\$31,515
Other (Explain)	\$
Contruction & Infrastructure Sub-Total	\$ 213,615.00
Furniture, Fixtures, Equipment	\$1,000
Consumables & Supplies	\$
Staffing & Salaries	\$
Utilities (electric, water, gas, heat/AC, internet, phone)	\$
Maintenance Contract(s) (Landscaping, pest control, etc.)	\$

Extended Service Agreements / Warranties	\$
Other (Explain)	\$
Other (Explain)	\$
Operational & Maintenance Sub-Total	\$ 1,000.00
Total Expenses	\$ 254,115.00

Total Expenses	\$ 254,115.00
Total Revenue	\$ 125,800.00
Net Profit / Loss	\$ (128,315.00)



Lines 9 and 10 must be the same for a 100% match.

DEVELOPMENT DATA BLOCK:

OWNER: TOWN OF WAYNESVILLE
 PO BOX C 100
 WAYNESVILLE, NC 28786

ENGINEER: PRESTON GREGG, PE; TIMBER WEST
 PR ENGINEERING, PLLC
 83 SHERMANS RUN
 CANTON, NC 28716
 (PH.) 828-400-9353
 PREENGINEERING@OUTLOOK.COM

CONTRACTOR: T.B.D.
 SURVEYER: N/A

**SITE, GRADING AND EROSION
 CONTROL PLAN FOR**

TOWN OF WAYNESVILLE GREENWAY EXPANSION
 (HICKORY HOLLOW APARTMENTS TO BOYD AVENUE)
 WAYNESVILLE, NC
 HAYWOOD COUNTY
 NORTH CAROLINA

COUNTY: HAYWOOD

TOWNSHIP: WAYNESVILLE

PIN #: 8605-96-4742

ACREAGE: 1.70 AC

PROP. DIST. AC.: ~ 0.769 AC

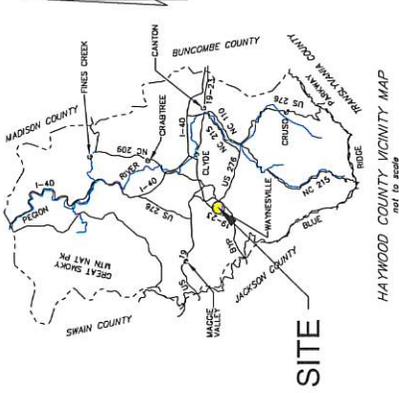
SUBDIVISION: N/A

NRHD NAME: KILLIAN ST

NRHD CODE: 15R054

ZONING: N/A

FLOOD HAZARD: PROJECT IS WITHIN THE FLOOD HAZARD AREA
 PER NORTH CAROLINA FLOODPLAIN MAPPING.



SITE



P-1564
 FIRM NO.



12-15-2025

[Signature]

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CLIENT & PROJECT
 TOWN OF WAYNESVILLE - GREENWAY EXPANSION
 SITE, GRADING AND EROSION CONTROL PLAN



Know what's below.
 Call before you dig.

PROJECT NO.	DATE
CAD FILE NAME: TOW - GREENWAY	01-10-2025
EXPANSION	
DRAWN BY: DW	
CHECKED BY: PRG	

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
TS	TITLE SHEET
C-101	EXISTING CONDITIONS
C-102	SITE PLAN
C-103	EROSION & SEDIMENT CONTROL PLAN
C-201	DETAILS
C-202	DETAILS

TITLE SHEET
 TS

SCALE: N.T.S.

SHEET 1 OF 10 PERMITTING REV.



P-1564
FIRM NO.



12-15-2025

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CLIENT & PROJECT
TOWN OF WAYNESVILLE - GREENWAY EXPANSION
SITE GRADING AND EROSION CONTROL PLAN



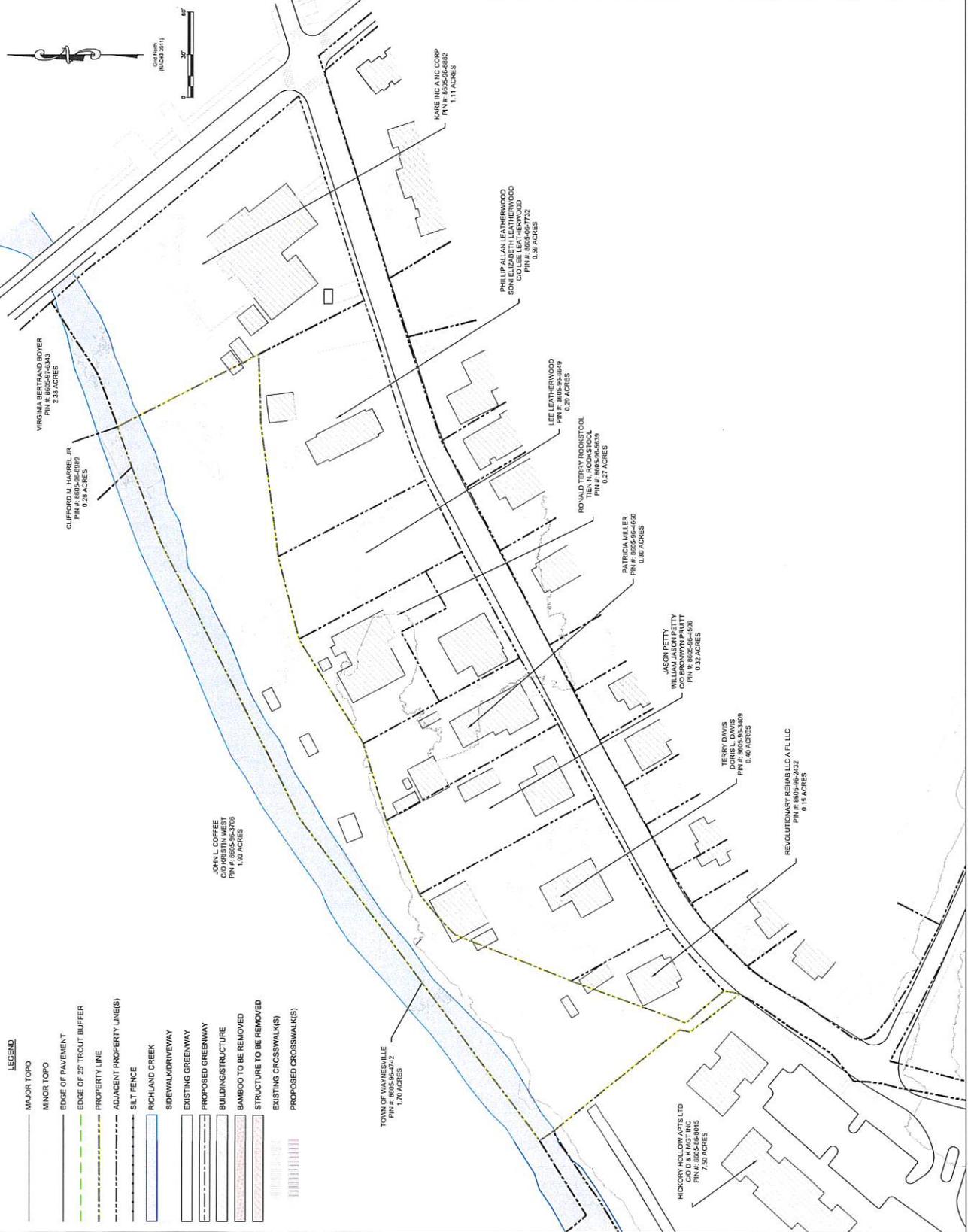
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Call before you dig.

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DRAWN BY: J. J. JONES	
CHECKED BY: PRG	

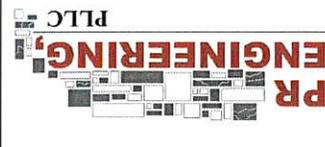
EXISTING CONDITIONS
C-101

SCALE: 1" = 40'-0"

SHEET 2 OF 6 PERMITTING REV.



PERMITTING



P-1564
FIRM NO.



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CLIENT & PROJECT: TOWN OF WAYNESVILLE - GREENWAY EXPANSION SITE, GRADING AND EROSION CONTROL PLAN



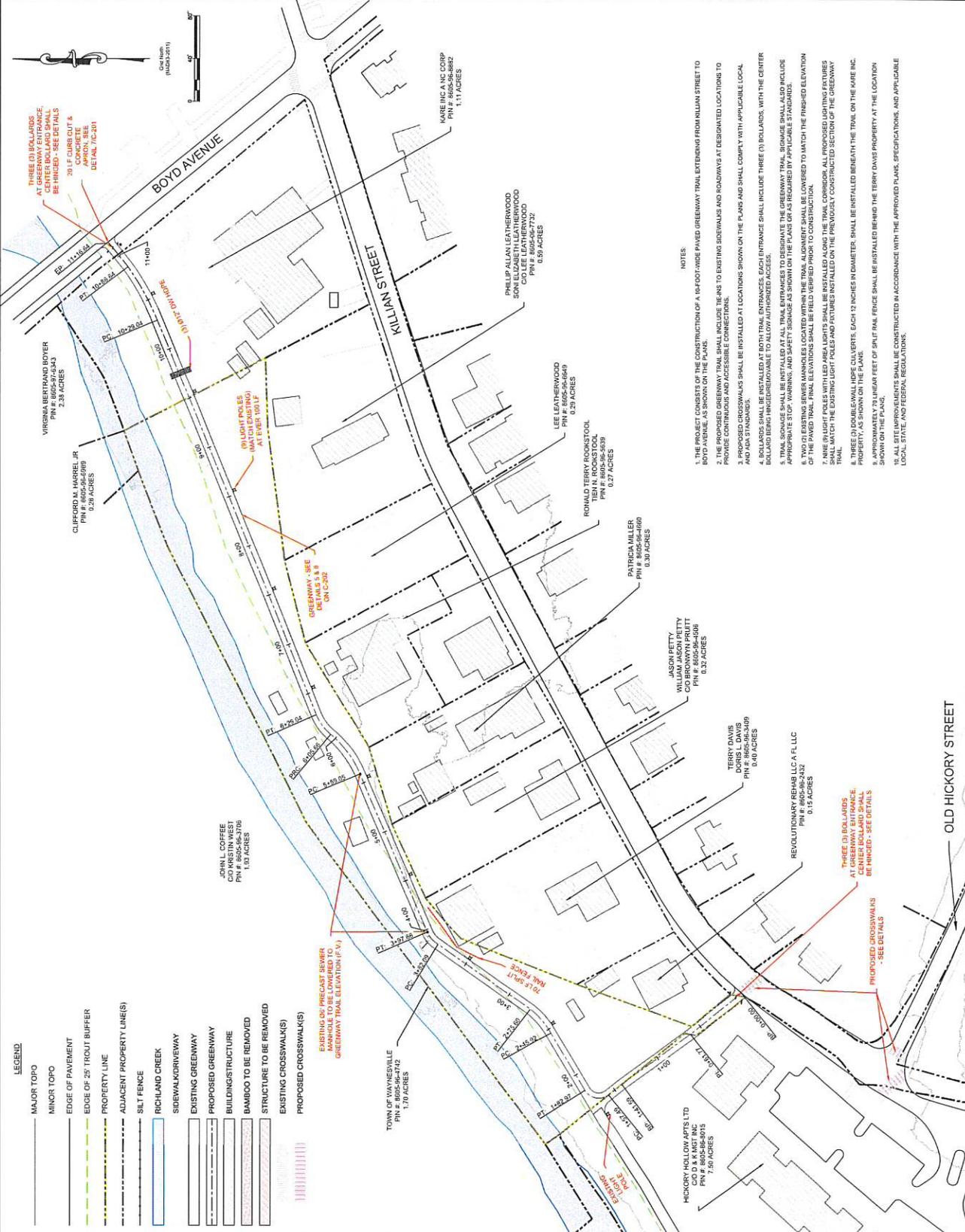
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Call before you dig.

PROJECT NO.	DATE
CAD FILE NAME: TOW- GREENWAY	01-10-2025
EXPANSION BY	
CHECKED BY: PRG	

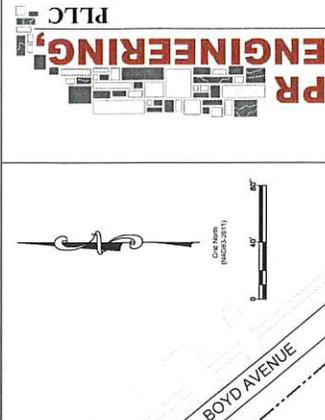
SITE PLAN
C-102

SCALE: 1" = 40'-0"

SHEET 3 OF 6 PERMITTING REV.



PERMITTING



P-1564
FIRM NO.



12-15-2025

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CLIENT & PROJECT
TOWN OF WAYNESVILLE - GREENWAY EXPANSION
SITE, GRADING AND EROSION CONTROL PLAN

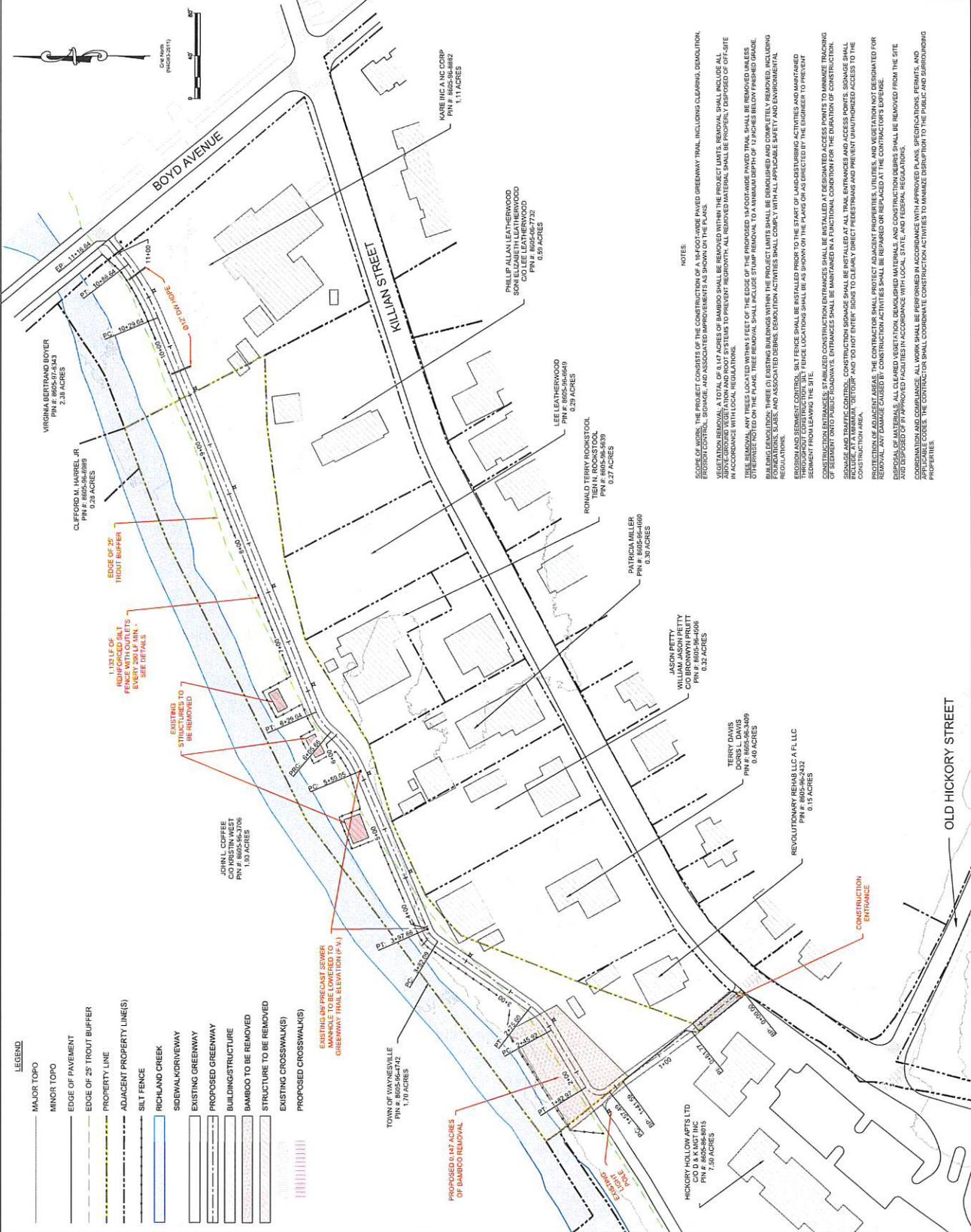


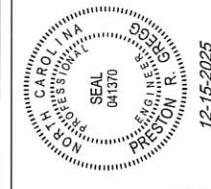
Know what's below.
Call before you dig.

PROJECT NO.	DATE
CAD FILE NAME: TOW - GREENWAY	01-10-2025
EXPANSION TOW	
CHECKED BY: PRG	

E&S CONTROL PLAN
C-103

SCALE: 1" = 40'-0"





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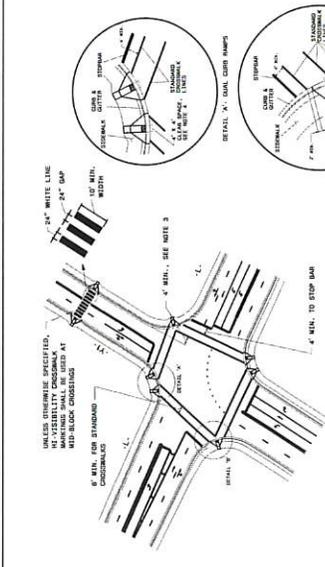
811
Know what's below.
Call before you dig.

CLIENT & PROJECT
TOWN OF WAYNESVILLE - GREENWAY EXPANSION
SITE, GRADING AND EROSION CONTROL PLAN

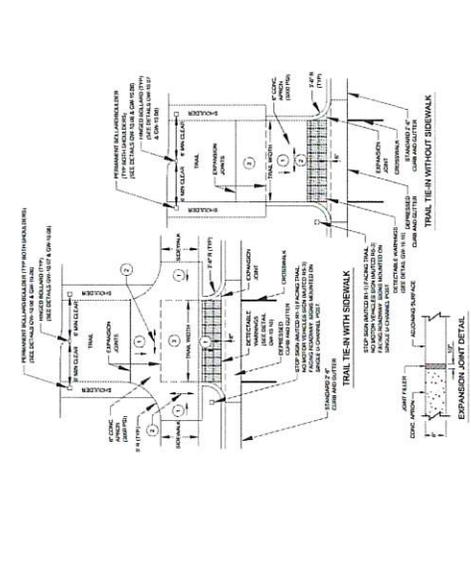
PROJECT NO. _____ DATE _____
CAD FILE NAME: TOW - GREENWAY EXPANSION 01-10-2025
CHECKED BY: BRG

DETAILS
C-201

SCALE: N.T.S.

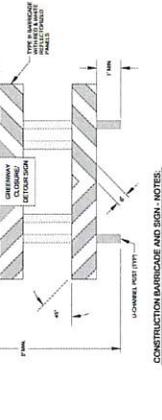
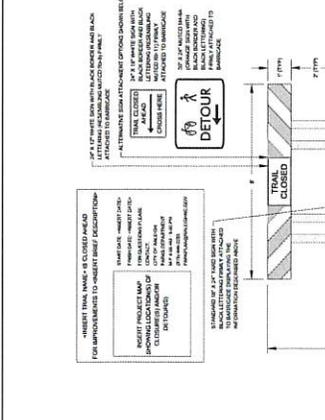


6 GUIDANCE DETAIL FOR CROSSWALK MARKINGS
N.T.S.



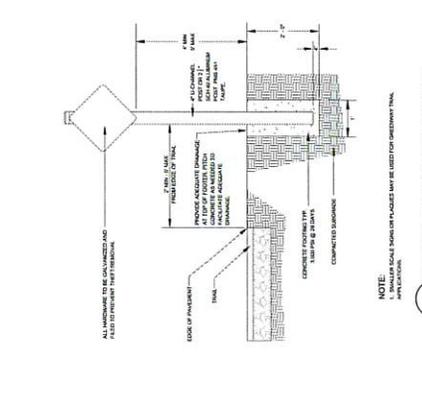
- DRIVEWAY, SIDEWALK, AND TRAIL TIE-IN NOTES:**
1. THE DRIVEWAY, SIDEWALK, AND TRAIL TIE-IN SHALL BE CONSTRUCTED WITH THE SAME CONCRETE WITH CURBS AND TRAIL TIE-IN AND FINISHES OF THE DRIVEWAY AND SIDEWALK SHALL BE IDENTICAL TO THE FINISHES OF THE TRAIL.
 2. DETAIL CROSS SECTIONS SHALL BE IDENTICAL TO THE CROSS SECTIONS OF THE DRIVEWAY AND SIDEWALK.
 3. THE TRAIL TIE-IN SHALL BE CONSTRUCTED WITH A 3\"/>

7 DRIVEWAY, SIDEWALK AND TRAIL TIE-IN DETAIL
N.T.S.

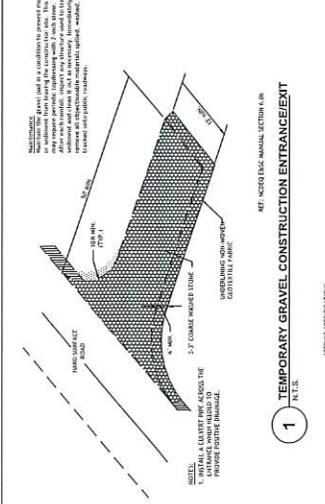


- CONSTRUCTION BARRICADE AND SIGN NOTES:**
1. CONSTRUCTION TO CLOSE THE DRIVEWAY SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES AND SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES.
 2. THE DRIVEWAY CLOSURE SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES AND SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES.
 3. THE DRIVEWAY CLOSURE SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES AND SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES.

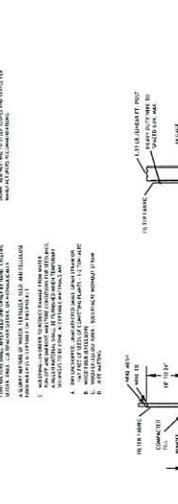
4 CONSTRUCTION BARRICADE AND SIGN
N.T.S.



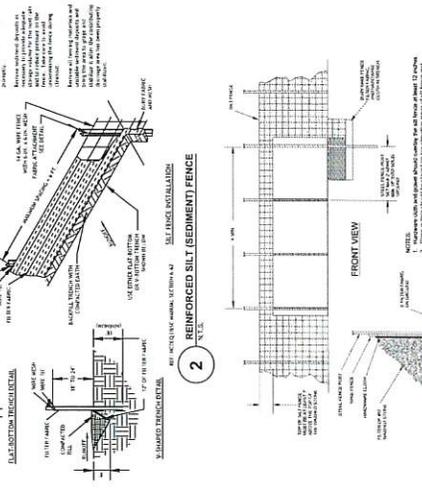
5 TYPICAL TRAIL SIGN INSTALLATION
N.T.S.



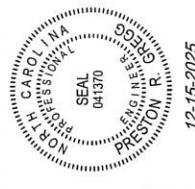
- TEMPORARY GRAVEL CONSTRUCTION ENTRANCE/EXIT NOTES:**
1. THE GRAVEL CONSTRUCTION ENTRANCE/EXIT SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES AND SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES.
 2. THE GRAVEL CONSTRUCTION ENTRANCE/EXIT SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES AND SHALL BE IDENTICAL TO THE DRIVEWAY AND SIDEWALK FINISHES.



2 REINFORCED SILT (SEDIMENT) FENCE
N.T.S.



3 REINFORCED SILT (SEDIMENT) FENCE OUTLET
N.T.S.



12-15-2025

"THIS DRAWING IS BEING FURNISHED FOR THE TOWN OF WAYNESVILLE, ONLY IN CONJUNCTION WITH THIS PROJECT, AND THE INFORMATION CONTAINED HEREIN IS NOT TO BE TRANSMITTED TO ANY OTHER JOB OR ORGANIZATION UNLESS AUTHORIZED BY THE ENGINEER."

CLIENT & PROJECT
TOWN OF WAYNESVILLE - GREENWAY EXPANSION
SITE, GRADING AND EROSION CONTROL PLAN

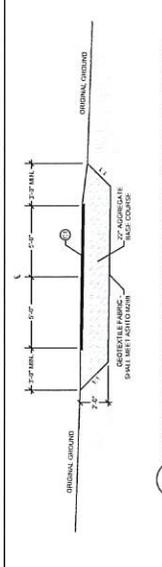


Know what's below.
Call before you dig.

PROJECT NO. DATE
EXPANSION 01-10-2025
DRAWN BY: TDW
CHECKED BY: PRG

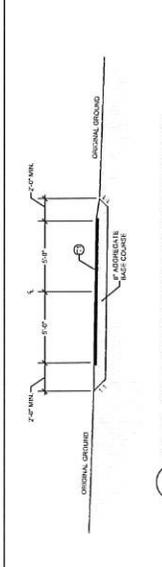
DETAILS
C-202

SCALE: N.T.S.



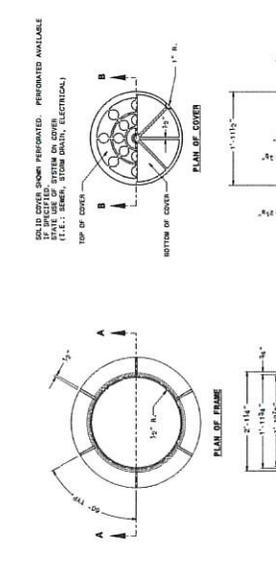
8 TYPICAL UNDERCUT ASPHALT TRAIL SECTION - STATION 9+50 TO 11+17
N.T.S.

- WHERE CONDITIONS PERMIT, INCLUDE TO MATCH TO EXISTING SLOPE OF TRAIL AND USE SLOPES TO 1:1 OR FLATTER.
- CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.
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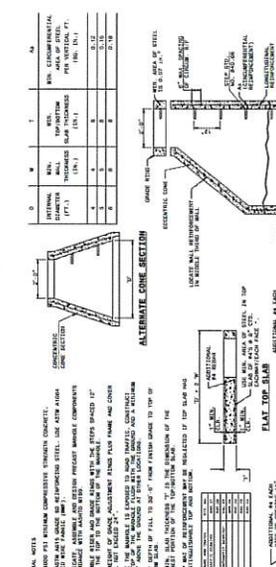
5 TYPICAL ASPHALT TRAIL SECTION - STATION 0+00 TO 9+50
N.T.S.

- TRAIL WIDTH TO BE 10' 0"
- TRAIL SURFACE TO BE 2" ABOVE FINISHED GRADE
- TRAIL SURFACE TO BE 2" ABOVE FINISHED GRADE
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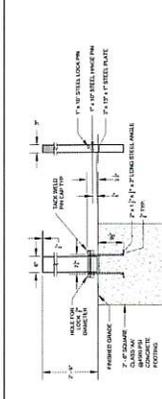
9 MANHOLE FRAME AND COVER - STANDARD DRAWING 840.54
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



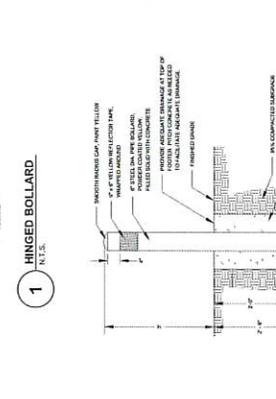
6 PRECAST MANHOLE 4' 5" AND 6" DIAMETER - STANDARD DRAWING 840.52
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



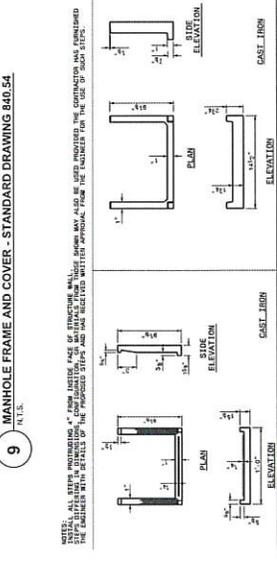
1 HINGED BOLLARD
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



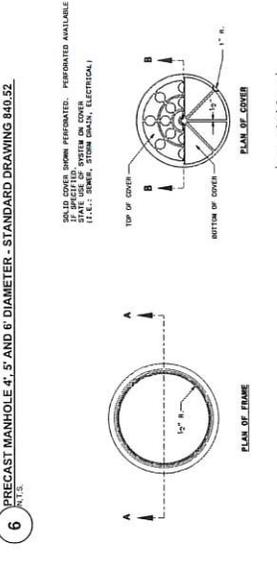
2 PERMANENT BOLLARD
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



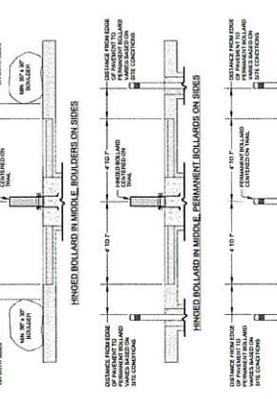
10 DRAINAGE STRUCTURE STEPS - STANDARD DRAWING 840.66
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



7 MANHOLE FRAME AND COVER - STANDARD DRAWING 840.55
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.



3 MIDDLE BOLLARD WITH TRAIL SIDE BOLLARDS
N.T.S.

- NOTES: ALL STEPS PROVIDED IN THIS DRAWING SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE TOWN OF WAYNESVILLE STANDARD SPECIFICATIONS FOR ROADWAY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE TOWN OF WAYNESVILLE.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: Tuesday, March 24, 2026**

SUBJECT: Report on Unpaid Property Taxes/Yearly Tax Advertisement in Local Newspaper

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Finance
Contact: Ian Barrett and Sharon Agostini
Presenter: Sharon Agostini, Tax Collector

BRIEF SUMMARY:

Tax Collector Sharon Agostini requests that the Mayor and Town Council approve the yearly tax advertisements in the local newspaper. This is usually done in The Mountaineer and is in accordance with N.C.G.S. 105-369.

MOTION FOR CONSIDERATION: To approve the yearly tax advertisements in The Mountaineer in accordance with N.C.G.S. 105-369.

FUNDING SOURCE/IMPACT: Approved approximately \$4,000 - Operating Budget for 2026


Ian Barrett, Finance Director

2/25/2026
Date

ATTACHMENTS:

A delinquent tax listing. (Please note that this delinquent tax listing is only a snapshot of collections to a certain point of time and will change before the advertisement date. An updated list will be provided before the advertisements are printed.)

MANAGER'S COMMENTS AND RECOMMENDATIONS: To approve the yearly tax advertisements in The Mountaineer in accordance with N. C. G. S.105-369.

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 3/24/2026**

SUBJECT: Reallocation of Previous PARTF Matching Funds for Playground Replacement Project

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

The Town previously committed \$200,000 in matching funds toward a North Carolina Parks and Recreation Trust Fund (PARTF) grant application associated with the Helene project. However, PARTF guidelines indicated that if awarded, the Town would not have been permitted to break ground on the project until May. Because the Town had already completed the bidding process and awarded the construction contract, the required delay would have created conflicts with the project timeline. As a result, the Town withdrew the application.

Staff now recommends reallocating the previously approved \$200,000 in matching funds toward a new PARTF application for the replacement of the aging wooden playground structure with a modern, accessible playground. The proposed total project budget would be approximately \$500,000. The Kiwanis Club has committed \$76,000 toward the required match and may contribute additional funds. Kiwanis is also pursuing additional grant opportunities to support the project.

If awarded, the project would be implemented through a competitive RFP process to design and install a modern playground structure with updated amenities and improved accessibility. Public input meetings will be held to gather community feedback to help guide the design.

MOTION FOR CONSIDERATION:

Motion to approve reallocating the previously approved \$200,000 in PARTF matching funds to support submission of a new PARTF grant application for the replacement of the existing wooden playground structure with a modern, accessible playground, with a proposed total project budget of approximately \$500,000.

FUNDING SOURCE/IMPACT: Previous allocated match funds from General Fund. This is not a part of FEMA reimbursement.

The proposed project budget is approximately **\$500,000** for the design and installation of a modern, accessible playground structure and related amenities. Funding for the project would be assembled through a combination of Town matching funds, community contributions, and grant funding.

The Town is proposing to allocate **\$200,000 in previously approved matching funds** toward the project. The Kiwanis Club has committed **\$76,000** toward the project and may contribute additional funds. Kiwanis is also applying for a **\$90,000 grant through the Haywood County Tourism Development Authority** and pursuing additional grant opportunities to help build the overall project budget.

The North Carolina Parks and Recreation Trust Fund (PARTF) operates as a **50/50 reimbursement grant**, meaning the Town would initially fund project costs and then be reimbursed by PARTF for **up to 50% of eligible project expenses** once documentation is submitted.

Based on a **\$500,000 total project budget**, the potential funding breakdown could resemble the following:

- **PARTF Reimbursement (50%):** up to \$250,000
- **Town Matching Funds:** \$200,000
- **Kiwanis Contribution:** \$76,000+
- **Potential TDA Grant:** \$90,000
- **Additional Grants (pending):** TBD

If the project secures PARTF funding along with the additional contributions currently being pursued by Kiwanis, the Town's **net financial contribution could ultimately be less than the \$200,000 initially committed**, as outside funding sources would offset portions of the required local match.

This approach allows the Town to leverage community partnerships and outside funding opportunities to maximize the impact of the previously approved matching funds while significantly reducing the potential long-term financial burden on the Town.

Estimated Funding Scenario (If All Grants Are Secured):

- **Total Project Budget:** \$500,000
- **PARTF Reimbursement (50%):** \$250,000
- **Kiwanis Contribution:** \$76,000+
- **Potential TDA Grant:** \$90,000

Estimated Town Contribution:

- **Initial Town Match:** \$200,000
- **Potential Outside Funds Leveraged:** \$416,000+

Estimated Net Town Investment: approximately **\$84,000 or less**, depending on final grant awards and contributions.

ATTACHMENTS:

RECREATION DIRECTOR'S COMMENTS AND RECOMMENDATIONS:

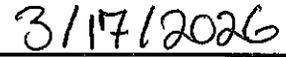
The current wooden playground structure has served the community for many years but is reaching the end of its useful life. Aging materials, increasing maintenance requirements, and limitations in accessibility make replacement the most practical long-term solution.

A new playground would provide:

- **Improved accessibility** allowing children of all abilities to participate and play together.
- **Modern safety standards** and more durable materials that reduce long-term maintenance needs.
- **Expanded play features and amenities** that better serve families and park visitors.
- **An updated community recreation space** that encourages outdoor activity and social engagement.

With committed support from Kiwanis and the potential to leverage additional grant funding, staff believes this is an appropriate opportunity to pursue PARTF funding for this project. If funding is secured, the Town will conduct public input meetings to ensure the final playground design reflects community priorities and needs.





Ian Barrett, Finance Director

Date

Ordinance No. O-10-26

Amendment No. 29 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Decrease the following revenues:

Unspent loan proceeds (Bridge)	\$200,000
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Increase the following appropriations:

Playground improvements	\$200,000
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Adopted this 24th day of March 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: March 24, 2026**

SUBJECT: Budget Amendment

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 on March 17 to request a budget amendment for \$12,000 to secure the purchase of a covered stage system to be used during town events. The cost of the Wenger StageTek system is \$14,599.88. A 20 x 20 tent from Tent Craft needed to cover the stage will cost an additional \$9,028.96, making the total cost for a covered stage system \$23,628.84.

The DWC has agreed to spend \$10,000 from the Special Events budget and has secured a grant from the Haywood County Arts Council (HCAC) for \$2,000 for the purchase of a covered stage.

The Commission is asking Council for a budget amendment of up to \$12,000 to purchase the Wenger Stage Tek system and a 20x20 tent.

MOTIONS FOR CONSIDERATION

Motion to approve a budget amendment for up to \$12,000.

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS



Ian Barrett. Finance director

3/18/2026

Date



2662 Cass Rd
Traverse City, MI
49684

Job #: 25186165T

Sales Rep: Andy Belanger
Phone: (231) 346-8699
Email: andy@tentcraft.com

Created Date: 08/12/2025

20x20 X-Series (Without the backwall) - BRANDED [OPTIONAL]

Description	Qty	Unit Price	Total
20' x 20' X-Series Frame	1	\$3,819.00	\$3,819.00
20x20 X-Series Roof	1	\$6,509.00	\$6,509.00
Shipping - FedEx Over Length Surcharge	1	\$225.00	\$225.00
Water Barrel - 75 Gallon	4	\$359.00	\$1,436.00
Frame Tent Pole Bags- 136"	2	Included	\$0.00
Frame Tent Pole Bags- 180"	1	Included	\$0.00
Large Tent Roof Bag	1	Included	\$0.00
X-Series 60" Adjustable Leg Bases	4	\$169.00	\$676.00
Regional Freight Shipping	1	\$1,303.41	\$1,303.41

Group Subtotal:	\$13,968.41
Tax:	EXEMPT
Group Total:	\$13,968.41

20x20 X-Series (with the backwall) - BRANDED [OPTIONAL]

Description	Qty	Unit Price	Total
Regional Freight Shipping	1	\$1,363.59	\$1,363.59
20' x 20' X-Series Frame	1	\$3,819.00	\$3,819.00
20x20 X-Series Roof	1	\$6,509.00	\$6,509.00
20' X-Series Frame Tent - Full Wall - Double Sided	1	\$1,289.00	\$1,289.00
Shipping - FedEx Over Length Surcharge	1	\$225.00	\$225.00
Water Barrel - 75 Gallon	4	\$359.00	\$1,436.00
Frame Tent Pole Bags- 136"	2	Included	\$0.00
Frame Tent Pole Bags- 180"	1	Included	\$0.00
Large Tent Roof Bag	1	Included	\$0.00
X-Series 60" Adjustable Leg Bases	4	\$169.00	\$676.00

Group Subtotal:	\$15,317.59
Tax:	EXEMPT
Group Total:	\$15,317.59

20x20 X-Series (Without the backwall) - NO BRANDING [OPTIONAL]

Description	Qty	Unit Price	Total
Regional Freight Shipping	1	\$775.34	\$775.34
20' x 20' X-Series Frame	1	\$3,819.00	\$3,819.00
20x20 X-Series Roof	1	\$1,469.00	\$1,469.00
Shipping - FedEx Over Length Surcharge	1	\$225.00	\$225.00
Water Barrel - 75 Gallon	4	\$359.00	\$1,436.00
Frame Tent Pole Bags- 136"	2	Included	\$0.00
Frame Tent Pole Bags- 180"	1	Included	\$0.00
Large Tent Roof Bag	1	Included	\$0.00
X-Series 60" Adjustable Leg Bases	4	\$169.00	\$676.00

Group Subtotal:	\$8,400.34
Tax:	EXEMPT
Group Total:	\$8,400.34

20x20 X-Series (with the backwall) - NO BRANDING [OPTIONAL]

Description	Qty	Unit Price	Total
Regional Freight Shipping	1	\$834.96	\$834.96
20' x 20' X-Series Frame	1	\$3,819.00	\$3,819.00
20x20 X-Series Roof	1	\$1,469.00	\$1,469.00
Shipping - FedEx Over Length Surcharge	1	\$225.00	\$225.00
Water Barrel - 75 Gallon	4	\$359.00	\$1,436.00
Frame Tent Pole Bags- 136"	2	Included	\$0.00
Frame Tent Pole Bags- 180"	1	Included	\$0.00
Large Tent Roof Bag	1	Included	\$0.00
X-Series 60" Adjustable Leg Bases	4	\$169.00	\$676.00
20' X-Series Frame Tent - Full Wall - Single Sided	1	\$569.00	\$569.00

Group Subtotal:	\$9,028.96
Tax:	EXEMPT
Group Total:	\$9,028.96

Quote Date: 2/6/2026
Expires: 3/6/2026
Payment Terms: Net 30 Days



Wenger Corporation
 555 Park Drive
 Owatonna, MN 55060-4940
 United States

Stagetek

C O R P O R A T I O N

QUOTE 3367528

Phone: 507-455-4100
 Fax: 507-455-4258

Page 1 of 2

<p>Quote To: Dwntwn Waynesville Commission PO BOX 100 16 South Main St Waynesville NC 28786-0100 United States</p>	<p>Ship To: Dwntwn Waynesville Commission 129 Legion Dr Waynesville NC 28786-4499 United States</p>
	<p>Salesperson: Jeff Frost Phone: +1 (507) 774-8359 E-Mail: Jeff.Frost@wengercorp.com</p>

Quote Comments:

Customer to check and verify all items before ordering.

Please include the quote number on the PO when you send the order to us.

Freight quoted is for a one-time shipment. As a result, once orders placed, delivery dates may change. Customer-requested split shipments will result in an additional freight charge.

Current estimated lead-time is 6-7 weeks plus transit, subject to change.

Tariffs, Taxes, Duties, Fees and Permits Imposed: With respect to any product purchase hereunder, if any federal, state or local Tariff, Tax, Duty, Fee or Permit is imposed by Applicable Law on the Seller in connection with any such purchase, then the Buyer shall be required to pay to Seller such additional costs

				<i>USD</i>	
Line	PartNum/Description	Qty	Net Price	Ext. Price	
1.00	280A200.106 StageTek Rectangular Deck Cracked Ice 4'x8',Center Brace	8 EA	\$801.80	\$6,414.40	
2.00	280B101.111 StageTek Adjustable Leg 16" Elevation 4-Pack	8 EA	\$117.80	\$942.40	
3.00	281A340 STAGETEK,CONNECT,2 LEG,RECT	14 EA	\$32.30	\$452.20	
4.00	281A100 StageTek 2-Step Stairway 16/24" With Rail	1 EA	\$656.45	\$656.45	
5.00	113K001 Staging Universal Deck & Rail Cart	2 EA	\$929.10	\$1,858.20	
6.00	011201661 Stage Skirting, Black, Accordion pleat, 96"L, 16"Elev., (actual dimensions: 96"L x 15.0"H), 96" Velcro hook side included. Poly Prem., DWG 011D702/Rev: 5	6 EA	\$206.62	\$1,239.70	
7.00	Freight Freight Services	1 EA	\$2,081.40	\$2,081.40	

Quote Date: 2/6/2026
Expires: 3/6/2026
Payment Terms: Net 30 Days



Wenger Corporation
555 Park Drive
Owatonna, MN 55060-4940
United States

Stagetek

C O R P O R A T I O N

QUOTE 3367528

Phone: 507-455-4100

Fax: 507-455-4258

Page 2 of 2

TAILGATE DELIVERY with STAGING:

Freight reflected in this quotation is for common carrier shipment with tailgate delivery. Tailgate delivery will require your staff to unload the truck, move the product into the building and complete any assembly or installation.

LIFTGATE DELIVERY NOT AVAILABLE FOR STAGING, See unloading recommendations.

DO YOU REQUIRE INSIDE DELIVERY OR INSTALLATION SERVICES?

If you do not have a loading dock or staff available to unload the products from the common carrier trailer, then contact your Wenger sales representative to discuss these delivery methods and to find out the additional charges.

If you are a tax-exempt organization and quote includes tax, please send a copy of your tax-exempt certificate and we will remove the sales tax. Thank you.

Lines Total	\$13,644.75
Total Taxes	\$955.13
Quote Total	\$14,599.88

Terms and Conditions: <https://www.wengercorp.com/terms-and-conditions.php>



Ordinance No. O-11-26

Amendment No. 30 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Decrease the following revenues:

General Fund Balance	\$12,000
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Increase the following appropriations:

DWC stage purchase	\$12,000
--------------------	----------

Adopted this 24th day of March, 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: March 24, 2026

SUBJECT: Revisions to DWC Rules and Procedures

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 on March 17 to request approval for revisions made to DWC Rules and Procedures regarding the selection process for DWC board members and meeting attendance.

DWC Rules and Procedures have been revised to reflect changes approved by Council last month regarding the structure of the board and seats specifically designated for property owners. In addition, changes have been made to update references to the Town Board and DWC from "Aldermen" to "Council" and "Committee" to "Commission."

Furthermore, the DWC is asking to incorporate language into Article 4 regarding the selection of new DWC members to state: Vacancies shall be filled on the DWC through an application process managed by the Town Clerk. Applications received by the Town Clerk will be shared with the DWC Executive Director for presentation to DWC board members who will recommend candidates for appointment by the Waynesville Town Council."

Also, the attendance policy also under Article 4 has been updated to mirror national standards requiring board members to attend 75-percent of annual meetings.

MOTIONS FOR CONSIDERATION

Motion to approve revisions to DWC Rules and Procedures

ATTACHMENTS:

MANAGER'S COMMENTS AND RECCOMENDATIONS

TOWN OF WAYNESVILLE

DOWNTOWN WAYNESVILLE COMMISSION (DWC)

Charter & Rules of Procedure

Article 1. Name

The name of this organization is the Town of Waynesville ~~Downtown Advisory committee~~ Downtown Waynesville Commission, Waynesville Commission hereinafter referred to as the ~~“Committee.”~~ “Commission.”

Article 2. Purpose and Powers

The general purpose of the ~~Committee~~ Commission is to serve in an advisory role to the Town Board in matters pertaining to the Main Street Municipal Service District, subject to such limitations as may be imposed by state law or by ordinances of the Town. The ~~Committee~~ Commission shall be embodied for the following purposes: Advise, deliberate and make recommendations to the Town Board to help facilitate the implementation of the Comprehensive Plan as it relates to downtown; Serve to support economic development efforts, and the marketing and promotion of downtown; Identify appropriate uses for downtown and identify developers/investors for downtown development; Recommend to Town Board an overall policy for the continued development and sustainability of downtown; Develop financial tools for downtown development; Promote and facilitate the improvement of downtown infrastructure, including water, public safety, parks, parking, transportation, utilities, sidewalks, sewer, and streetscape; Promote and facilitate a program to assist in business retention in the downtown; Promote and facilitate a marketing program to increase sales, visitors, and awareness of downtown; Provide Town Board with representative community participation in preparing and implementing plans and reports concerning the development of downtown; Promote, facilitate, and act as liaison to developments significantly affecting the downtown area. Promote and support downtown as a special event location.

Article 3. Jurisdiction

The ~~Downtown Advisory Committee~~ Downtown Waynesville Commission's jurisdiction shall apply to the Waynesville Main Street Municipal Service District. The Main Street Municipal Service District is formed by the boundaries shown in Exhibit "A". The Board may also discuss and be consulted on matters outside of the Main Street Municipal Services District, provided the subject is related to the core mission of supporting a healthy and vibrant downtown.

Article 4. Membership

Section 1. Membership and Appointment. All appointments shall be made by the ~~Board of Aldermen~~ Waynesville Town Council. The ~~Committee~~ Commission shall consist of thirteen (13) voting members. Membership shall be composed from the following membership categories:

- (4) Members representing merchants

- (4) Members representing owners/residents (or an owner/resident's designee)
- (3) At-Large members
- (1) Member of ~~the Board of Aldermen~~ Waynesville's Town Council
- (1) Member of the County Board of Commissioners or staff

Merchant members are defined as persons operating businesses whether being the owner or tenant.

Property owners or residents are defined as persons who own property or live in the district, or a person designated by a property owner or resident to serve on the DWC by proxy-

At-large members are defined as persons owning property or residing within the Town of Waynesville or Haywood County, or business owners whose business is located within the Town of Waynesville or Haywood County.

Staff Support Town staff shall be assigned to the ~~Downtown Advisory Committee~~ Downtown Waynesville Commission, acting as the Secretary and liaison between the ~~Committee Commission~~, Town Departments, and the Town Board and shall have the charge of correspondence, minutes, notifying members of meetings, and other information.

Section 2. Selection of Commission Members.

Vacancies shall be filled on the DWC through an application process managed by the Town Clerk. Applications received by the Town Clerk will be shared with the DWC Executive Director for presentation to DWC Members who will recommend candidates for appointment. All appointments to the DWC will be made by the Waynesville Town Council.

Section 2.3. Member Terms and Term Limits.

The appointment to the initial ~~Committee Commission~~, Town Board may implement staggered terms for members, meaning that 4 members of the ~~Committee Commission~~ membership shall be appointed for an initial term to run from November 2021 to June 30, 2022; 4 members of the ~~Committee Commission~~ membership shall be appointed for an initial term to run from November 2021 to June 30, 2023, and 4 members of the ~~Committee Commission~~ membership shall be appointed for an initial term to run from November 2021 to June 30, 2024. The initial staggered terms shall be chosen by "lot" from initial appointees. The ~~Committee Commission~~ Chair will be chosen annually by the Board of Alderman. Thereafter ~~Advisory Committee Commission~~ appointments shall be for 3-year terms unless filling an unexpired term. Members who initially served less than a 3-year term shall be eligible for two additional 3-year terms. No member may serve more than two terms without taking a hiatus of one year before being reappointed.

Section 3.4. Attendance at Meetings. Any member who misses more than three consecutive regular meetings or more than ~~one-half~~ 25-percent of the regular meetings actually held in a calendar year shall cease to be a ~~Committee Commission~~ member.

Section-4.5. Vacancies and Reasons for Dismissal. All members serve at the pleasure of the Town Board. Members may be dismissed for any reason with or without cause. Including but not limited to failure to attend meetings. Vacancies shall be filled at the earliest convenience of the Town Board. Should the chair vacate the Board, the Vice Chair shall serve as Interim Chair. The ~~Board of Aldermen~~ Town Council shall appoint a replacement as soon as practicable.

Section 5.6. Conflicts of Interest. The ~~Committee Commission~~ shall adhere to the NC Code of Ethics for Local Government. No member of the ~~Committee Commission~~ or the business they own or are employed by shall contract with or provide any service for the ~~Downtown Advisory Committee Downtown Waynesville Commission~~ that involves compensation. Board members are free to donate time and material, however.

Article 5. Rules and Parliamentary Procedure

Section 1. Open-Meetings Law. All meetings of the ~~Committee Commission~~ and its sub~~committee Commissions~~ shall be open to the public, and any person may attend their meetings. Except as permitted below, all meetings of the ~~Committee Commission~~ shall be open to the public and any person may attend its meetings. For purposes of these rules, a meeting of the ~~Committee Commission~~ occurs whenever a majority of the ~~Committee Commission~~ members gather, either in person or simultaneously by electronic means, to conduct hearings, deliberate, vote, or otherwise transact public business within the ~~Committee Commission~~ real or apparent jurisdiction. The term "majority" as used here and elsewhere in these rules means, unless otherwise specified, a simple majority, that is, more than half. No meeting shall occur except as part of a duly called and advertised meeting. For the avoidance of doubt, informal gatherings of a majority of the members where business of the ~~Committee Commission~~ is discussed is strictly prohibited.

Section 2. Closed Session. The ~~Committee Commission~~ may enter a closed session from which the public is excluded on any of the grounds listed in G.S. 143-318.11(a).

1. Motion to Enter Closed Session. The ~~Committee Commission~~ may hold a closed session only upon a motion duly made and adopted in open session. The motion to enter closed session shall cite one or more of the permissible bases listed in G.S. 143-318.11(a) for closed sessions. For a closed session held under G.S. 143-318.11(a)(1) (prevent disclosure of privileged or confidential information or information not considered public record), the motion shall name or cite the law that renders the information confidential or privileged. For a closed session called pursuant to G.S. 143-318.11(a)(3) (attorney consultation and preservation of attorney-client privilege), the motion shall name the parties to any pending lawsuit that the Board's attorney plans to discuss in the closed session.

2. Closed-Session Participants. Aside from the ~~Committee Commission~~ members themselves, only those individuals invited by the ~~Committee Commission~~ may participate in a closed session. The ~~Committee Commission~~ will invite only those individuals whose presence is reasonably necessary to aid the ~~Committee Commission~~ in its closed-session deliberations.

3. Motion to Return to Open Session. Upon completing its closed-session business, the ~~Committee Commission~~ shall return to open session.

4. As per State Statute minutes of the Closed Sessions shall be drafted in such detail that a reasonable person would understand the discussion.

Section 3. Regularly Scheduled Meetings. The ~~Committee Commission~~ shall hold regular monthly meetings -on the ~~_____~~ third Tuesday of each month. The ~~Committee~~

Commission shall annually adopt a regular meeting schedule showing the dates, times, and places of its regular meetings for the year.

1. Notice of Regular Meeting Schedule. The Board shall ensure that a copy of its current regular meeting schedule, complete with the date, time, and place of each regular meeting, is filed with the Town Clerk and posted on the Town's website.
2. Change to Regular Meeting Schedule. The Committee Commission may revise its regular meeting schedule to change the date, time or place of a particular regular meeting or all regular meetings within a specified period. The Committee Commission shall ensure that the revised regular meeting schedule is filed with the Town Clerk at least seven (7) consecutive calendar days before the first meeting held pursuant to the revised schedule. The Committee Commission shall also have the revised schedule posted on the Town's website.

Section 4. Special Meetings. The chair or the majority of the members of the Committee Commission may, at any time, call a special meeting of the Committee Commission by signing a notice stating the date, time and place of the special meeting and the subjects to be considered. Alternatively, a special meeting may be called by vote of the Committee Commission in open session during a regular meeting or another duly called special meeting if on the special meeting agenda.

1. Notice to the public. At least 48 hours before a special meeting, the Committee Commission shall post written notice stating the date, time, place, and purpose(s) of the meeting. Such notice shall be,
 - i Posted on the Town's website, emailed to members of the Downtown Service Districts and the Town's "Sunshine List".
 - ii Emailed or delivered to each newspaper, wire service, radio station and television station who have filed a written request for notice with the Town.
2. Notice to Committee Commission Members. For all meetings called by the chair, or a majority of the members, notice of the meeting date, time, place, and purpose(s) shall be emailed, or delivered to all members of the Committee Commission at least 48 hours before the meeting. If the special meeting was called at another duly held meeting of the Committee Commission, and one or more members were absent, the chair shall ensure that notice of the meeting's date, time, place, and purpose(s) is emailed, or delivered to any absent member(s) a minimum of forty-eight (48) hours in advance of the special meeting.
3. Business Conducted at a Special Meeting. Only the business that is specified in the notice of the meeting may be transacted during a special meeting.

Section 5. Organizational Meeting. On the date and at the time of the regular meeting in July, the Town Board Council shall appoint a chair. The new Board shall choose a vice chair and adopt an annual schedule of regular meetings for the upcoming calendar year. Newly appointed and reappointed members must have taken their oath prior to the start of the

organizational meeting.

Section 6. Electronic ~~Committee Commission~~ Meetings and Member Participation. No member who is not physically present may participate in a meeting of the ~~Committee Commission~~ by electronic means unless operating under a state of emergency declared by the Governor or General Assembly except in accordance with this rule.

1. Electronic Meetings Generally. Provided a quorum is present, in person, at a meeting, ~~C o m m i t t e e C o m m i s s i o n~~ members may ~~participate in join~~ a meeting electronically, but shall not vote. Any member wishing to participate electronically in a meeting shall be required to give the Chair and the Secretary at least Twenty -four (24) Hours before the start of the meeting. When one or more members are participating remotely, the following rules shall apply:

(a) *Member Identification.* Each member who attends by electronic means shall identify himself or herself in each of the following situations:

- i when roll is taken, or the meeting begins.
- ~~ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and~~
- ~~iii before voting.~~

(b) *Method of Electronic Participation.* Any member who attends electronically shall use a means of communication that enables the member

- i to hear what is said by other ~~Committee Commission~~ members and any person who addresses the ~~Committee Commission~~ and
- ii to be heard by other ~~Committee Commission~~ members.

(c) *Voting.* The ~~Committee Commission~~ shall conduct all votes in person by calling for ayes and noes. It may not vote by secret or written ballots. ~~The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Committee maintains electronic communication with that member.~~

(d) *Minutes.* The minutes shall include which members took part electronically, and when such members joined or left the electronic meeting.

2. Electronic Meetings During a State of Emergency Declared by the Governor or General Assembly. During any state of emergency declared by the Governor or General Assembly pursuant to G.S. 166A-19.20, a meeting of the ~~Committee Commission~~ shall comply with the requirements of this paragraph if the ~~Committee Commission~~ falls within the emergency area and at least one ~~Committee Commission~~ member attends the meeting by conference call, conference video, or other electronic means.

(a) *Notice.* The public notice for any regular, special, emergency, or recessed meeting that is subject to this paragraph shall specify how the public can access the electronic meeting in real time.

(b) *Member Identification.* Each member who attends by electronic means shall identify himself or herself in each of the following situations:

- i when roll is taken, or the meeting begins.
- ii before taking part in deliberations, including making any motions, proposing any amendments, or raising any points of order; and
- iii before voting.

(c) *Meeting Materials.* All documents considered during the meeting shall be furnished to each Committee Commission member.

(d) *Method of Electronic Participation.* Any member who attends electronically shall use a means of communication that enables the member

- iii to hear what is said by other Board members and any person who addresses the Committee Commission and
- iv to be heard by other Committee Commission members.

(e) *Quorum.* A member who attends by electronic means counts as present for quorum purposes, but only while the Committee Commission maintains electronic communication with that member.

(f) *Voting.* The Committee Commission shall conduct all votes by roll call. It may not vote by secret or written ballots. The votes of any member who attends by electronic means shall be counted as if the member were physically present, but only while the Committee Commission maintains electronic communication with that member.

(g) *Acting by Reference.* The Committee Commission shall not deliberate, vote, or otherwise act on any matter by reference to the agenda or any other document unless copies of the agenda or document are available for public inspection at the meeting and so worded that persons in attendance can understand what is being deliberated or acted upon.

(h) *Minutes.* The minutes shall indicate that the meeting was conducted by electronic means, which members took part electronically, and when such members joined or left the electronic meeting.

(i) *Live Streaming.* The meeting may be streamed live online so that live audio (and video, if any) are available to the public. If the Committee Commission meets by conference call, the public shall have an opportunity to dial in or stream the audio live and listen to the electronic meeting.

(j) *Public Hearings.* Although it may conduct any public hearing mandated or permitted by law, the Committee Commission shall allow the public to submit written comments on the hearing's subject matter between the publication of any required notice and twenty-four hours after the hearing.

Section 7. Cancellation of Meetings. Whenever there is no business for the Committee Commission, the chair may cancel a meeting by giving reasonable notice to all members before

the time set for the meeting. However, in the case of a special meeting called by a majority of the Committee Commission, the chair may cancel the meeting only upon the concurrence of a majority of the Committee Commission. The majority concurring in the cancellation need not be the same majority that called the special meeting.

Section 8. Continued Meetings

1. Calling continued Meetings. When conducting a properly called regular, special, or emergency meeting, the Committee Commission may continue the meeting to another date, time, or place by a procedural motion made and adopted in open session, as provided in Article 10, Section 5 (Motion 3). The motion shall state the time (including the date if the meeting will resume on a different day) and place at which the meeting will resume.

2. Notice of Continued Meetings. If the Committee Commission's website is maintained by one or more appointed employees, notice of the recessed meeting's date, time, and place shall appear on the website prior to the meeting. No further notice of a properly called continued meeting is required.

Article 6. Agenda

Section 1. Proposed Agenda. The Secretary shall prepare a proposed agenda for each meeting. A request to have an item of business placed on the agenda must be received at least three (3) working days before the meeting. Any Committee Commission member may, by a timely request, have an item placed on the proposed agenda. A copy of all proposed policies shall be attached to the proposed agenda. Each Committee Commission member shall receive a copy of the proposed agenda and any attachments and they shall be available for public inspection and/or distribution when they are distributed to the Committee Commission members.

Section 2. Adoption of the Agenda. As its first order of business at each meeting, the Committee Commission shall, as specified in Article 8, discuss, and revise the proposed agenda and adopt an agenda for the meeting. The Committee Commission may by majority vote add items to or subtract items from the proposed agenda, except that the Committee Commission may not add items to the agenda of a special meeting unless (a) all members are present and (b) the Committee Commission determines in good faith at the meeting that it is essential to discuss or act on the item immediately. If items are proposed to be added to the agenda, the Committee Commission may, by majority vote, require that written copies of particular documents connected with the items be made available at the meeting to all Committee Commission members.

The Committee Commission may designate certain agenda items "for discussion and possible action." Such designation means that the Committee Commission intends to discuss the general subject area of that agenda item before making any motion concerning that item.

Section 3. Open Meetings Requirements. The Committee Commission shall not deliberate, vote, or otherwise act on any matter by reference to a letter, number or other designation, or other secret device or method, with the intention of making it impossible for persons attending a meeting of the Committee Commission to understand what is being deliberated, voted, or acted on. However, the Committee Commission may deliberate, vote, or otherwise act by reference to an agenda, if copies of the agenda, sufficiently worded to enable the public to understand what is being deliberated, voted, or acted on, are available for public inspection at the meeting.

Article 7. Agenda Items from Members of the Public & Public Input

Section 1. Agenda Items from Members of the Public. If a member of the public wishes to request that the Committee Commission include an item on its regular-meeting agenda, the individual shall submit the request in writing to the Committee Commission's secretary at least five (5) working days before the meeting date. The Committee Commission shall decide whether or not to add any agenda items submitted by the public at the adoption of the agenda. The Committee Commission is not obligated to place an item on the agenda merely because such a request has been received.

Section 2. Public Input. Public input at all regular Committee Commission meetings shall have a three-minute limit per speaker. The Chair reserves the right to alert time limits for public comment periods.

Section 3. Broadcasting and Recording Meetings. Any person may photograph, film, tape-record, or otherwise reproduce any part of a Committee Commission meeting that must take place in open session. Except as provided in paragraph (c) of this rule, any radio or television station may broadcast any such part of a Committee Commission meeting.

1. Advance Notice. Any radio or television station that plans to broadcast any portion of a Committee Commission meeting shall so notify the secretary no later than three (3) hours before the meeting. The failure to provide notice is not, by itself, grounds for preventing the broadcast of a Committee Commission meeting.

2. Equipment Placement. The Committee Commission chair or an appropriate staff member may regulate the placement and use of camera or recording equipment in order to prevent undue interference with a Committee Commission meeting, so long as he or she allows the equipment to be placed where it can carry out its intended function. If the Committee Commission chair or staff member determines in good faith that the equipment and personnel necessary to broadcast, photograph, or record the meeting cannot be accommodated without undue interference to the meeting, and an adequate alternative meeting room is not readily available, the chair or staff member may require the pooling of the equipment and the personnel operating it.

Article 8. Order of Business

Items shall be placed on the agenda according to the order of business. The order of business for each regular meeting shall be as follows:

Discussion and revision of the proposed agenda; adoption of an agenda
Approval of the minutes
Public comment
Public hearings
Administrative reports
Team reports
Unfinished business
New business Informal discussion

By general consent of the ~~Committee~~ Commission items may be considered out of order.

Article 9. Officers

Section 1 Presiding Officer. The presiding officer of each meeting of the ~~Committee~~ Commission shall be the chair of the ~~Committee~~ Commission. In situations where the chair is unavailable or unable to participate in the meeting or any particular matter before the ~~Committee~~ Commission, the vice chair shall preside. In the event that neither the chair nor the vice chair is available, the members of the ~~Committee~~ Commission, by affirmative vote of the majority, may appoint an acting chair who shall have all powers of the chair while acting as presiding officer.

Section 2. Selection of The Chair and Vice Chair. The chair shall be selected by majority vote of the Town Board unless the Town Board chooses to delegate that responsibility to the ~~Advisory~~ Commission.

Section 3. Powers and Duties of The Chair and Vice Chair. The chair shall preside at all meetings of the ~~Committee~~ Commission but shall also have the right to engage in discussion and vote on any matter before the ~~Committee~~ Commission unless otherwise excused. The chair shall have the power to call a special meeting, rule on procedural matters during a meeting, call a brief recess of a meeting at any time, and adjourn a meeting in an emergency. At any other time, adjournment shall be by motion, duly approved. The vice chair shall have all powers and perform all the duties of the chair in his or her absence.

Section 4. The Chair

1. Presiding Officer. The chair shall preside at meetings of the ~~Committee~~ Commission.
2. Voting by the Chair. The chair has the same duty to vote as other members, though in no event may the chair break a tie on a motion on which he or she has already voted.
3. Recognition of Members. A member must be recognized by the chair (or other presiding officer) in order to address the ~~Committee~~ Commission, but recognition is not necessary for an appeal pursuant to Article 10, Section 5 (Motion 1).
4. Powers as Presiding Officer. As presiding officer, the chair is to enforce these rules and maintain order and decorum during ~~Committee~~ Commission meetings. To that end, the chair may
 - (a) rule on points of parliamentary procedure, to include ruling out of order any motion clearly offered for obstructive or dilatory purposes.
 - (b) determine whether a member or other speaker has gone beyond reasonable standards of courtesy in his or her remarks and entertain and rule on objections from other members on this ground.
 - (c) entertain and answer questions of parliamentary procedure.
 - (d) call a brief recess at any time; and

(e) adjourn in an emergency.

(f) Appeals of Procedural Rulings. A member may appeal a decision made or an answer given by the chair under subparagraph (d)(1), (2), or (3) of this rule in accordance with Article 10, Section 5 (Motion 1).

Section 5. Duties of The Secretary. The Town Manager shall assign a staff person to the ~~Committee~~ Commission who shall serve as the secretary of the ~~Committee~~ Commission and shall perform the following:

1. The secretary shall ensure that all meetings of the ~~Committee~~ Commission are properly noticed.
2. The secretary shall maintain the sunshine list that is a list of those persons or entities that have filed a written request indicating a desire to receive notice of all special meetings of the ~~Committee~~ Commission.
3. The secretary shall take and record the actions of the ~~Committee~~ Commission and draft minutes of the meetings accordingly. Minutes shall be sent to ~~Committee~~ Commission members prior to their next regularly scheduled meeting. The secretary shall also forward a copy of the minutes as they are approved to the Clerk to the Town Board and post on the Town's website
4. The secretary shall be responsible for maintaining an accurate list of members of the ~~Committee~~ Commission, submitting to the Town Clerk a quarterly attendance report for its members and notifying the Town Clerk of any resignations of any of its members, or any other change in membership of the ~~Committee~~ Commission.

Article 10. Action by the ~~Committee~~ Commission

Section 1. Quorum. A majority of the members shall constitute a quorum for any meeting. No action of the ~~Committee~~ Commission may be taken at any meeting where less than the required quorum is present, except to adjourn the meeting. Once a quorum has been established, it will not be defeated if members leave.

Section 2. Motions and Voting. Action of the ~~Committee~~ Commission may be taken upon a motion made by any member, including the chair, without the need for a second. A motion shall be adopted if approved by the affirmative vote of a majority of the members present and not excused after full discussion of the motion by the members.

Section 3. Withdrawal of Motion. The member who introduces a motion may withdraw the motion unless the motion has been amended or put to a vote.

Section 4. Substantive (or Main) Motions. A substitute motion is not in order when any other motion is pending. Once the ~~Committee~~ Commission disposes of a substitute motion, it may not take up a motion that presents essentially the same issue at the same meeting unless it first adopts a motion to reconsider pursuant to Article 10, Section 5 (Motion 13).

Section 5. Procedural Motions

(a) Certain Motions Allowed. The Committee Commission may consider only those procedural motions listed in this rule. Unless otherwise noted, each procedural motion may be debated and amended and requires a majority of votes cast, a quorum being present, for adoption.

(b) Priority of Motions. The procedural motions set out in this paragraph are listed in order of priority. A procedural motion is not in order so long as another procedural motion of higher priority is pending, except that

- any procedural motion other than an appeal under Motion 1 is subject to amendment as provided in Motion 11 and
- a motion to call the question (end debate) may be made with regard to any procedural motion in accordance with Motion 8.

When several procedural motions are pending, voting shall begin with the procedural motion highest in priority, except that a motion to amend or end debate on the highest-priority motion shall be voted on first.

Motion 1. To Appeal a Ruling of the Presiding Officer. Any member may appeal the presiding officer's ruling on whether a motion is in order or on whether a speaker has violated reasonable standards of courtesy. The presiding officer's response to a question of parliamentary procedure may also be appealed by any member. An appeal is in order immediately after the disputed ruling or parliamentary response and at no other time. The member who moves to appeal need not be recognized by the presiding officer, and if timely made, the motion may not be ruled out of order.

Motion 2. To Adjourn. This motion may be used to close a meeting. It is not in order if the Committee Commission is in closed session.

Motion 3. To Recess to a Time and Place Certain. This motion may be used to call a continued meeting as permitted under Rule 12. The motion must state the time (including the date if the meeting will reconvene on a different day) and place at which the meeting will resume. The motion is not in order if the Committee Commission is in closed session.

Motion 4. To Take a Brief Recess. Any member may move to take a brief recess. The motion would be adopted by a majority of the Committee Commission.

Motion 5. To Follow the Agenda. This motion must be made at the time an item of business that deviates from the agenda is considered; otherwise, the motion is out of order as to that item.

Motion 6. To Suspend the Rules. To be adopted, a motion to suspend the rules must receive affirmative votes equal to two-thirds of the Committee Commission's actual membership, excluding any vacant seats. The Committee Commission may not suspend provisions in these rules that restate state law requirements.

Motion 7. To Defer Consideration. The Committee Commission may defer its consideration of a substantive motion, and any proposed amendments thereto, to an unspecified time. A motion that has been deferred expires unless the Committee Commission votes to revive it pursuant to Motion 12 within ninety (90) days of deferral. A new motion having the same effect as a deferred motion may not be introduced until the latter has expired.

Motion 8. To End Debate (Call the Previous Question). If adopted, this motion terminates debate on a pending motion, thereby bringing it to an immediate vote. This motion is not in order until every member has had an opportunity to speak once on the pending motion.

Motion 9. To Postpone to a Certain Time. This motion may be employed to delay the Committee Commission's consideration of a substitute motion, and any proposed amendments thereto, until a designated day, meeting, or hour. During the period of postponement, the Committee Commission may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6.

Motion 10. To Refer a Motion to a Board. The Committee Commission may vote to refer a substitute motion to a Committee Commission for study and recommendations. While the substitute motion is pending before the Committee Commission, the Committee Commission may not take up a new motion raising essentially the same issue without first suspending its rules pursuant to Motion 6. If the Committee Commission fails to report on the motion within sixty (60) days of the referral date, the Committee Commission shall take up the motion if asked to do so by the member who introduced it.

Motion 11. To Amend

(a) Germaneness. A motion to amend must concern the same subject matter as the motion it seeks to alter.

(b) Limit on Number of Motions to Amend. When a motion to amend is under consideration, a motion to amend the amendment may be made; however, no more than one motion to amend and one motion to amend the amendment may be pending at the same time.

Motion 12. To Revive Consideration. The Committee Commission may vote to revive consideration of any substantive motion that has been deferred pursuant to Motion 7, provided it does so within ninety (90) days of its vote to defer consideration.

Motion 13. To Reconsider. The Board may vote to reconsider its action on a matter, provided the motion to reconsider is made (1) at the same meeting during which the action to be reconsidered took place and (2) by a member who voted with the prevailing side. For purposes of this motion, "the same meeting" includes any continuation of a meeting through a motion to recess to a certain time and place (Motion 3). The motion is not in order if it interrupts the Board's deliberation on a pending matter.

Motion 14. To Rescind. The Committee Commission may vote to rescind an action taken at a prior meeting, provided rescission is not forbidden by law.

Motion 15. To Prevent Reintroduction for Six (6) Months. This motion may be used to prevent the reintroduction of a failed substantive motion for a time, but it is in order only when made immediately following the substantive motion's defeat. To be adopted, this motion must receive affirmative votes equal to at least two-thirds of the Committee Commission's total membership,

excluding vacant seats. If this motion is adopted, the ban on reintroduction remains in effect for six (6) months or until the Committee Commission's next organizational meeting, whichever occurs first.

Rule 26. Debate

The presiding officer shall state the motion and then open the floor to debate, presiding over the debate according to the principles listed below.

- The maker of the motion is entitled to speak first.
- A member who has not spoken on the issue shall be recognized before a member who has already spoken.
- To the extent practicable, debate shall alternate between proponents and opponents of the measure.

Rule 27. Adoption by Majority Vote

A motion is adopted if supported by a simple majority of the votes cast, a quorum being present, except when a larger majority is required by these rules or state law.

Rule 28. Changing a Vote

A member may change the member's vote on a motion at any time before the presiding officer announces whether the motion has passed or failed. Once the presiding officer announces the result, a member may not change a vote without the unanimous consent of the remaining members present. A member's request for unanimous consent to change a vote is not in order unless made immediately following the presiding officer's announcement of the result.

Article 11. Reports

Section 1. Annual Report. The Committee Commission shall make a report to the Town Board at least annually. This report must be submitted no later than January 31st of each year.

Section 2. Public Records Law. The Committee Commission shall abide by North Carolina Public Records Law Chapter 132.

Article 12. Duty to Vote

Every member must vote unless excused by the remaining members of the Committee Commission. A member who wishes to be excused from voting shall so inform the chair, who shall take a vote of the remaining members. No member shall be excused from voting except in cases involving conflicts of interest, as defined by the Committee Commission, the Code of Ethics for Local Officials or by law. In all other cases, a failure to vote by a member who is physically present, or who has withdrawn without being excused by a majority vote of the remaining members present, shall be recorded as a vote with the prevailing side.

Article 13. Public Hearings

Section 1. Calling Public Hearings. The ~~Committee~~Commission may hold public hearings to solicit the public's input on specific issues. The ~~Committee~~Commission may schedule its public hearings or delegate that responsibility to staff members, as appropriate.

Section 2. Public Hearing Locations. The ~~Committee~~Commission may hold public hearings anywhere within the area served by the ~~Committee~~Commission.

Section 3. Notice of Public Hearings. Any public hearing attended by a majority of members shall be considered part of a regular or special meeting of the ~~Committee~~Commission. Consequently, the relevant notice and related requirements of the open meetings law apply to such hearings. If a hearing's subject matter triggers additional notice requirements under state law or local rules, the ~~Committee~~Commission shall see that they are also satisfied.

Section 4. Rules for Public Hearings. The ~~Committee~~Commission may adopt reasonable rules for public hearings that, among other things,

- fix the maximum time allotted to each speaker.
- provide for the designation of spokespersons for groups supporting or opposing the same positions.
- provide for the selection of delegates from groups supporting or opposing the same positions when the number of persons wishing to attend the hearing exceeds the capacity of the meeting room (so long as arrangements are made, in the case of a hearing subject to the open meetings law, for those excluded from the meeting room to listen to the hearing); and
- provide for the maintenance of order and decorum in the conduct of the hearing.

Section 5. Continuing Public Hearings. The ~~Committee~~Commission may continue any public hearing without further advertisement, provided the time (including the date, if the hearing will resume on a different day) and place of the continued hearing are announced in open session. Except for hearings conducted pursuant to Section 7 of this Article, if a quorum of the ~~Committee~~Commission is not present for a properly scheduled public hearing, the hearing shall be continued until the ~~Committee~~Commission's next regular meeting without further advertisement.

Section 6. Conduct of Public Hearings. At the time appointed for the hearing, the chair shall call the hearing to order and proceed to allow public input in accordance with any rules adopted by the ~~Committee~~Commission for the hearing. Unless the ~~Committee~~Commission votes to extend the hearing, when the time allotted for the hearing expires, or when no one wishes to speak who has not already done so, the chair shall declare the hearing closed, and the ~~Committee~~Commission shall resume the regular order of business.

Section 7. Public Hearings by Less Than a Majority of ~~Committee~~Commission Members. Unless inconsistent with state law or local rules, the ~~Committee~~Commission may appoint a member or members to hold a public hearing on its behalf. The notice provisions in Section 3 of this Article apply when the ~~Committee~~Commission appoints more than one member to conduct such a hearing.

Section 8. Public Comment. The ~~Committee~~Commission may hold a public comment period at any regular meeting or special meeting called, at least in part, for that purpose. During the public comment period, members of the public may speak on any matters within the ~~Committee~~Commission's real or apparent jurisdiction. The provisions in Section 4 and 6 of this Article apply to the ~~Committee~~Commission's public comment periods.

Article 14. Meeting Minutes Required for All Meetings

Section 1. Meeting Minutes. Minutes Required for All Meetings. The ~~Committee~~Commission shall keep full and accurate minutes of its meetings, including any closed sessions. To be "full and accurate," the minutes must record all actions taken by the ~~Committee~~Commission, as well as the ~~Committee~~Commission's compliance with any applicable procedural requirements. The minutes should set out the precise wording of each motion and make it possible to determine the number of votes cast for and against each motion. The minutes need not record ~~Committee~~Commission member discussions, though the ~~Committee~~Commission in its discretion may decide to incorporate such details into the minutes.

1. Record of "Ayes" and "Noes." At the request of any member, the minutes shall indicate how each member voted by name on a particular matter.
2. General Accounts of Closed Sessions. In addition to minutes, the ~~Committee~~Commission shall keep a general account of each closed session. The general account shall be sufficiently detailed to provide a person not in attendance with a reasonable understanding of what transpired. The ~~Committee~~Commission may combine the minutes and general account of a closed session into one document, so long as the document contains both a complete record of actions taken, and the level of detail required for a general account.
3. Sealing Closed-Session Records. Minutes and general accounts of closed sessions shall be sealed until unsealed by order of the ~~Committee~~Commission or in accordance with instructions adopted by competent authority. The sealed minutes and general account of any closed session may be withheld from public inspection, so long as public inspection would frustrate the purpose(s) of the closed session.

Article 15. Appointments

The ~~Committee~~Commission may consider and make appointments to other bodies, including its own sub-~~Committee~~Commissions, if any, only in open session.

Article 16. Sub-~~Committee~~Commissions and Teams

Section 1. Establishment and Appointment. The ~~Committee~~Commission may establish and appoint members for such temporary and standing sub-~~committee~~Commissions and teams as are required by law or needed to help carry on the ~~committee~~Commission's work. Any specific provisions of law relating to particular sub-~~committee~~Commissions and teams shall be followed.

Section 2. Open Meetings Law. The requirements of the open meetings law shall apply to all elected or appointed authorities, boards, commissions, or other bodies of a local governmental unit that are composed of two or more members and that exercise or are authorized to exercise legislative, policymaking, administrative, or advisory functions. However, the law's requirements

shall not apply to a meeting solely among a unit's professional staff. All meetings of sub~~committee~~Commissions shall be considered special meetings and shall comply with special meeting requirements provided in Article 5.

Article 17. Reference to Robert's Rules of Order

All appointed Boards, ~~Committee~~Commissions and Commissions shall refer to the current edition of *Robert's Rules of Order Newly Revised*, to answer procedural questions not resolved in these rules, so long as RONR does not conflict with North Carolina law or with the spirit of these rules.

Article 18. Amendments

The Town Board may amend these bylaws by motion.

Adopted by Council Members for the ~~Board of Aldermen of the~~ Town of Waynesville, North Carolina on this ___ day of __, 20_____.

Attest:

Gary Caldwell, Mayor, Town of Waynesville

~~Eddie Ward, Candace Poolton,~~ Town Clerk

Approved as to form:

Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: March 24, 2026**

SUBJECT: Town Expense for Supporting Special Events

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler, Deputy Town Manager
Presenter: Jesse Fowler, Deputy Town Manager

BRIEF SUMMARY

At the request of Councilmember Dickson, staff has aggregated the total cost of managing historically approved special event permits. Currently, these costs are absorbed by the Town of Waynesville. Mr. Fowler will discuss the process used to determine these costs and the Town of Waynesville's procedures for managing these events. This presentation is intended to provide information to the Town Council in case it is their will to implement a Special Event Permitting fee.

MOTIONS FOR CONSIDERATION

FUNDING SOURCE/IMPACT

ATTACHMENTS

- Table of Annual Special Event Costs

MANAGER'S COMMENTS AND RECCOMENDATIONS

Annual Special Event Costs

Event Information			Police Department				Fire Department				Public Works							
Event	Total Cost	Hours	Staff	Labor	Vehicles	Vehicle Cost	Staff	Labor	Engines	ATV	Vehicle Cost	Staff	Labor	LG Vehicles	SM Vehicles	Trailers	Barricades	Price of Water
A Smokey Mountain Christmas	\$ 1,676.11	6	4	\$ 720.00	2	\$ 38.28	0	\$ -	0	0	\$ -	5	\$ 900.00	3	3	3	12	\$ 17.83
American Travel Writers - Dine Around	\$ 1,136.11	4	4	\$ 480.00	2	\$ 38.28	2	\$ 240.00	0	0	\$ -	3	\$ 360.00	2	2	0	12	\$ 17.83
Appalachian Heritage Festival	\$ 2,971.83	6	4	\$ 720.00	0	\$ -	2	\$ 360.00	1	0	\$ 974.00	5	\$ 900.00	1	2	0	18	\$ 17.83
Apple Harvest Festival	\$ 2,304.51	4	6	\$ 720.00	4	\$ 76.56	4	\$ 480.00	1	1	\$ 770.12	2	\$ 240.00	1	2	0	6	\$ 17.83
Axe & Awel Birthday Bash	\$ 576.97	6	1	\$ 180.00	1	\$ 19.14	0	\$ -	0	0	\$ -	2	\$ 360.00	1	2	0	18	\$ 17.83
Christmas Tree Lighting	\$ 3,445.39	6	2	\$ 360.00	2	\$ 38.28	4	\$ 720.00	2	0	\$ 1,949.28	2	\$ 360.00	1	2	0	18	\$ 17.83
Church Street Craft Show	\$ 3,551.29	6	4	\$ 720.00	2	\$ 38.28	4	\$ 720.00	1	1	\$ 1,155.18	5	\$ 900.00	1	2	0	18	\$ 17.83
Farm Fresh 5k	\$ 3,031.74	6	4	\$ 720.00	4	\$ 76.56	4	\$ 720.00	1	1	\$ 1,155.18	2	\$ 360.00	2	1	1	0	\$ -
Folkmoor International Day	\$ 2,993.46	6	4	\$ 720.00	2	\$ 38.28	4	\$ 720.00	1	1	\$ 1,155.18	2	\$ 360.00	2	1	1	0	\$ -
Gateway to the Smokies 10 & 4 Mile Races	\$ 8,110.45	6	20	\$ 3,600.00	20	\$ 382.80	4	\$ 720.00	2	1	\$ 2,129.82	7	\$ 1,260.00	5	4	2	13	\$ 17.83
Hazelween	\$ 2,046.32	4	6	\$ 720.00	4	\$ 76.56	2	\$ 240.00	1	0	\$ 649.76	3	\$ 360.00	2	1	0	0	\$ -
Hazelwood Christmas Parade	\$ 3,997.51	5	20	\$ 3,000.00	12	\$ 229.68	0	\$ -	0	0	\$ -	5	\$ 750.00	4	3	2	12	\$ 17.83
Hot Summer Nights	\$ 1,136.53	5	2	\$ 300.00	2	\$ 38.28	0	\$ -	0	0	\$ -	5	\$ 750.00	4	4	2	27	\$ 48.25
Hot Summer Nights	\$ 1,856.11	6	2	\$ 360.00	2	\$ 38.28	0	\$ -	0	0	\$ -	8	\$ 1,440.00	3	2	2	12	\$ 17.83
Hot summer nights	\$ 1,106.11	5	2	\$ 300.00	2	\$ 38.28	0	\$ -	0	0	\$ -	5	\$ 750.00	1	2	0	15	\$ 17.83
Main St Mile	\$ 5,460.62	7	3	\$ 630.00	3	\$ 57.42	2	\$ 420.00	1	0	\$ 1,137.08	15	\$ 3,150.00	4	7	2	37	\$ 66.12
Meet Me At The Arch Concert	\$ 2,329.14	7	1	\$ 210.00	1	\$ 19.14	0	\$ -	0	0	\$ -	10	\$ 2,100.00	1	6	0	24	\$ -
Mountain Street Dance	\$ 38.28	0	2	\$ -	2	\$ 38.28	0	\$ -	0	0	\$ -	0	\$ -	0	0	0	0	\$ -
Mountain Street Dance	\$ 656.11	4	2	\$ 240.00	2	\$ 38.28	0	\$ -	0	0	\$ -	3	\$ 360.00	0	1	0	4	\$ 17.83
Mountain Street Dance	\$ 1,136.11	6	2	\$ 360.00	2	\$ 38.28	0	\$ -	0	0	\$ -	4	\$ 720.00	0	1	0	14	\$ 17.83
Power of pink	\$ 2,074.93	6	4	\$ 720.00	4	\$ 76.56	2	\$ 360.00	0	1	\$ 180.54	4	\$ 720.00	3	4	3	18	\$ 17.83
Pride on Main	\$ 2,064.51	4	4	\$ 480.00	4	\$ 76.56	4	\$ 480.00	1	1	\$ 770.12	2	\$ 240.00	1	1	1	6	\$ 17.83
Sarge's Dog Walk	\$ 536.11	4	2	\$ 240.00	2	\$ 38.28	0	\$ -	0	0	\$ -	2	\$ 240.00	2	1	0	4	\$ 17.83
Soar Eagle 5k	\$ 3,542.10	7	4	\$ 840.00	4	\$ 76.56	4	\$ 840.00	1	1	\$ 1,347.71	2	\$ 420.00	2	1	0	4	\$ 17.83
Stars and Stripes Celebration	\$ 1,665.87	4	4	\$ 480.00	2	\$ 38.28	2	\$ 240.00	1	0	\$ 649.76	2	\$ 240.00	1	2	0	14	\$ 17.83
Steppin into Spring	\$ 936.97	5	1	\$ 150.00	1	\$ 19.14	0	\$ -	0	0	\$ -	5	\$ 750.00	4	3	2	12	\$ 17.83
Treats On The Street/Auburn Park	\$ 5,974.33	8	6	\$ 1,440.00	4	\$ 76.56	4	\$ 960.00	1	1	\$ 1,540.24	8	\$ 1,920.00	2	4	3	21	\$ 37.53
Waynesville Christmas Parade	\$ 5,489.23	4	42	\$ 5,040.00	10	\$ 191.40	0	\$ -	0	0	\$ -	2	\$ 240.00	0	1	1	4	\$ 17.83
Whole Bloomin Thing	\$ 1,785.87	4	4	\$ 480.00	2	\$ 38.28	2	\$ 240.00	1	0	\$ 649.76	3	\$ 360.00	2	2	0	10	\$ 17.83
Ice Block Party	\$ 2,650.75	6	2	\$ 360.00	2	\$ 38.28	2	\$ 360.00	1	0	\$ 974.64	5	\$ 900.00	3	3	2	18	\$ 17.83
Martin Luther King Jr. Walk	\$ 38.28	0	2	\$ -	2	\$ 38.28	2	\$ -	1	1	\$ -	0	\$ -	0	0	0	0	\$ -
Waynesville Chili Cookoff	\$ -	0	0	\$ -	0	\$ -	0	\$ -	0	0	\$ -	0	\$ -	0	0	0	0	\$ -
Oasis Shriners Spring Parade	\$ 2,386.23	4	4	\$ 480.00	2	\$ 38.28	4	\$ 480.00	1	1	\$ 770.12	5	\$ 600.00	3	3	2	18	\$ 17.83
TOTAL ANNUAL COST	\$ 78,705.88																	

- Labor hours estimated at \$30/hour
- Vehicle cost estimates determined using FEMA's 2025 Schedule of Equipment Rates
- Price of barricade water determined assuming each barricade holds 100 gallons charged at a rate adopted in the Town of Waynesville FY25/26 fee schedule for residential and commercial water rates

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 3/24/2026**

SUBJECT Authorize the staff to advertise for architectural services to design Fire Station #2

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Fire

Contact: Rob Hites

Presenter: Rob Hites

BRIEF SUMMARY The Congressional Earmark of \$2,970,000 was assigned to USDA. They stipulate that even though the appropriation has been signed into law, it must meet the internal policies of USDA in order to qualify for disbursement. They sent us a dozen forms to complete in order for USDA to determine if we qualify for the appropriation. We have discovered that the USDA process assumes that the local government has a “shovel ready” project when they apply for a grant. Many of the questions in the application refer to the “Architect”, “Designs”, “Architectural Estimates” etc. In order to comply with the USDA regulations, the Town needs to advertise, select, and contract with an architect. Once the project is approved by USDA, the Town can draw down funds to pay the architect, however, to engage an architect the Town must show that it has the funds to compensate them. We estimate that the building may cost as much as \$6 million dollars and be 15,000 sq. ft. in size. A lump sum architectural contract set at 10% would require the Town to have \$600,000 to cover that contract. The Town currently has approximately \$2.3 million in general fund balance available for appropriation so a \$600,000 design contract could be covered by the Town. We would anticipate that architectural fees will be reimbursed through the appropriation and not permanently impact the fund. The risk we take is that USDA will find our project ineligible for Cong. Edward’s appropriation and we have to decide to cancel the contract or carry it through design and pay the fees through a future borrowing. The process requires the Town to advertise architectural services based solely on qualification, recommend a firm to the Council, negotiate a contract after the Council approves a firm and have the Council approve the contract. At any point, the Council may reject the candidates and stop the project. Even after the contract is signed, there will be a section that permits either party to terminate the contract.

MOTION FOR CONSIDERATION: Authorize the staff to draft an RFQ to engage a firm to design Fire Station #2.

FUNDING SOURCE/IMPACT General

ATTACHMENTS: Draft RFQ

MANAGER’S COMMENTS: See Above



REQUEST FOR QUALIFICATIONS

FIRE STATION #2

ARCHITECTURAL DESIGN , BID DOCUMENTS & CONSTRUCTION ADMINISTRATION

**Town of Waynesville, North Carolina
16 South Main Street
Waynesville, NC 28786
828-452-2491**

PURPOSE

The Town of Waynesville, North Carolina is seeking proposals from qualified firms to provide complete architectural and engineering services for the design of a new fire station. Proposed services will include complete design services: site investigation, schematic design, design development, construction documents, independent cost estimating, bidding, public representation, construction administration and supervision, State and all other code compliance, and close out.

Firms shall direct any questions and inquiries concerning this request to Fire Chief Chris Mehaffey (cmehaffey@Waynesvillenc.gov) (828-456-6151). The deadline for submitting sealed proposals is Thursday, April 23, 2026 @ 3:00 PM. Proposals shall be submitted to Chris Mehaffey, Fire Chief, 122 North Main Street, Waynesville, NC 28786.

PROJECT OVERVIEW

FIRE STATION #2 (Mosaic Drive, Hazelwood)

The project will be constructed on a 3.3-acre site located in the western area of the Town within a quarter mile of the Smoky Mountain Expressway. The Town has conducted soil tests on the site which will guide the architect in the design of the foundation. The anticipated building size is approximately 14-15,000 sq ft. and will be capable of housing 2 companies with 8 fire fighters. The Facility will also include office space for the Chief and Battalion Commander. The Station shall contain 3 drive-thru bays with sufficient depth to park two trucks end-to-end and include a training room with capacity for at least 20 people for departmental training and meetings. Building will be built to LEED standards but without LEED certification. Architect should be prepared to design the building for a Solar Array on the roof and site to provide substantial green energy to the structure. The design should not exceed \$4.5 million in total cost. Architect should consider the designs of other Town buildings and choose a design that is both in keeping with those designs considering the most cost-efficient structural elements. The Town will give weight to firms that show a record of designing and constructing cost-efficient, suburban stations.

OBJECTIVES

The Town of Waynesville, North Carolina, proposes to retain a highly qualified firm to plan and design the project for a lump sum fee. The successful Firm will negotiate a fee for Fire Station #2. The successful Firm shall be familiar with local design themes and development processes. The Town of Waynesville, as sole owner, and, as such, shall make all financial and design decisions.

SUBMITTAL REQUIREMENTS

- Name and address of the designer/architect. If it is a firm, the names of officers, directors, and owners.
- Names and certificate numbers of officers, directors, and owners who are registered architects and professional engineers.
 - Submit at least three examples of 14,00-15,000 sq. ft. fire stations that your firm has designed, bid and administered the construction.
 - Experience designing small 14,000-15,000 sq. ft. suburban stations.
 - Architect should be LEED certified and have experience sizing and designing Solar electric systems.
- Specific information on the background, training, and experience of the design team who will be directly involved in the day-to-day design and construction management of the project. The proposal shall detail the experience and the role of each member of the design team in designing, bidding, and administering projects of the size specified in this RFQ. List of all public projects with a square footage of 12,00-14,000 sq. ft. undertaken in the past (5) years in the State west of the Hickory area as well as current projects.
- List of client references for projects of the size and type described including contact name, telephone number, and email address.
- Document any history of litigation associated with project performance and/or professional liability and all matter settled out of court.
- A statement in which the applicant certifies that the information provided is correct, under the penalties of perjury.
- Submit one hard copy and either email or thumb drive (pdf) of response to RFQ.

All RFQ's must be received by Thursday April 23, 2026, no later than 3:00 PM eastern standard time at the below contact and address.

Town of Waynesville
ATTN: Chris Mehaffey, Fire Chief
1022 North Main Street.
Waynesville, NC 28786

EVALUATION CRITERIA

Applicants will be evaluated on their ability to demonstrate:

- Experience: Previous experience & qualifications of the firm as well as personnel as they relate to the design and construction of small, suburban Fire Stations with limited budgets. 30 pts.
- Quality of Work: Previous projects will be viewed and/or customers interviewed to determine the quality of the projects and the firm's ability to design to a set budget. 30 pts.
- Public Sector Knowledge: Previous experience and knowledge of current North Carolina public construction laws, bid specifications and bidding procedures. 20 pts.
- Sustainable Design: Previous experience and knowledge of sustainable design including incorporation of Solar elements. 20 pts.

SELECTION PROCESS

A team comprised of the Town Manager, Fire Department staff, and a Councilmember will evaluate each RFQ and may select Firm(s) to interview. Upon selection, a recommendation will be made to the Town Council for approval and authorization to negotiate a contract.

The Town of Waynesville reserves the right to reject any and all proposals received as well as waive any irregularities as they see fit.

Project is contingent on approval by the USDA of the Town's application to qualify for a previously approved Congressional appropriation.