Town of Waynesville, NC
Town Council Regular Meeting

Town Hall, 9 South Main Street, Waynesville, NC 28786
Date: November 10th, 2026 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER – Mayor Gary Caldwell

1. Swearing In Ceremony-Amie Owens, Town Manager

2. 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.

3. a. Approve October 22nd, 2026 Special Called Meeting Minutes
   b. Approve October 27th, 2026 Regular Meeting Minutes
   c. Project Budget Ordinance for Balsam Edge/Abel Lane MHO Sewer Extension Project
   d. Holiday Night Market Special Event Permit

***Motion:* To approve the consent agenda as presented**

E. PRESENTATION

4. Update on Fee Transparency Requirements and Mandatory Building Permit Fees.
   - Olga Grooman, Development Services Director

F. PUBLIC HEARINGS

5. Public hearing to consider text amendments related to findings of fact, conditions, and consistency statement requirements for major site plans and preliminary plats for major subdivisions, Land Development Standards (LDS) sections 15.8.2 and 15.9.3.
   - Olga Grooman, Development Services Director

   Motions:
   1. ***Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.***

   2. Motion to adopt the Ordinance as presented (or as amended

6. A public hearing to consider a text amendment to the glazing and transparency requirements for commercial uses, Land Development Standards Section 5.10.3- Ground Level Detailing.
   - Alex Mumby, Land Use Administrator

   Motions:
   1. The proposed amendment is consistent / inconsistent with the 2035 Comprehensive Plan and is (or is not) in the public interest.

   2. To approve / not approve the proposed amendment to the Town Council.

G. OLD BUSINESS

7. Emergency Water Interconnect Engineering Agreement and Revised Memorandum of Understanding
   - Rob Hites, Southwestern Commission

   Motions:
   1. Approve the Interconnect Engineering Agreement with McGill Associates for the "Canton, Clyde Waynesville Water Interconnect".

   2. Approve the updated Memorandum of Understanding as presented.

H. NEW BUSINESS

8. Consideration of Exception to Sewer Use Ordinance Annexation Requirement – 11 Palmer Hill Drive
   - Laura Yonkers, Deputy Director of Public Works-Sustainability

   Motion: To approve an exception to the annexation requirement of the Town of Waynesville Sewer Use Ordinance for the property located at 11 Palmer Hill Drive, contingent upon the property owner granting the necessary sewer easement for installation and maintenance of the proposed 8-inch sewer

line serving the Balsam Edge subdivision, subject to confirmation of the Town's legal authority to grant the exception.

I. COMMUNICATION FROM STAFF

9. Manager's Report
   - Town Manager, Amie Owens

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

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

K. ADJOURN

TOWN OF WAYNESVILLE

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

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	
Wed. November 11th	Town Offices Closed-Veteran's Day
Tues. November 24	Town Council Meeting – Regular Session
Thurs-Fri Nov. 26th-27th	Town Offices Closed-Thanksgiving Holiday
Friday, December 4th	First Friday-5-8pm on Main Street
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 – November 2026

ABC Board	ABC Office – 52 Dayco Drive	**November 17** 3rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	**November 3** 1st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	**Every Other Month-November 17** 3rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	**November 17** 3rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	**November 5** 1st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	**November 4** 1st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	**November 16** 3rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	**November 3** 1st Tuesdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	**November 16** 3rd Monday 5:30 PM
Tree Advisory Board	Public Services-129 Legion Drive	**2nd Thursday of the month, Quarterly @ 6:30pm** October 8th, 2026, January 14th, 2027, and April 8th, 2027
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	**November 25** 4th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Special Called Meeting
October 22, 2026

THE WAYNESVILLE TOWN COUNCIL held a special called meeting on Wednesday, October 22, 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 5:00 pm with the following members present:
Mayor Gary Caldwell
Mayor Pro Tempore Chuck Dickson
Councilmember Jon Feichter
Councilmember Julia Boyd
Councilmember Anthony Sutton

The following staff members were present:
Page McCurry, Assistant Town Manager & HR Director
Martha Bradley, Town Attorney

The following members of the media were present:
Becky Johnson and Sarah White, The Mountaineer

B. CLOSED SESSION

A motion was made by Councilmember Dickson, seconded by Councilmember Boyd, to go into closed session I accordance with § 143-318.11.(a.)(3), to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Boyd, to go into open session at 6:03pm. The motion passed unanimously.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to approve the Power Purchase Agreement with Duke Energy Progress which is a full requirements wholesale electricity supply agreement for five years as corrected by staff for clerical errors. The motion passed unanimously.

C. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adjourn at 6:10pm. The motion passed unanimously.

ATTEST:

_____ _____

Gary Caldwell, Mayor Rick Howell, Interim Town Manager

_____

Candace Poolton, Town Clerk

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
October 27, 2026

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, October 27, 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

The following staff members were present:
Rick Howell, Interim Town Manager
Page McCurry, Assistant Town Manager & HR Director
Jesse Fowler, Deputy Town Manager
Martha Bradley, Town Attorney
Candace Poolton, Town Clerk/Assistant to the Manager
Cody Parton, Assistant Fire Chief
Olga Grooman, Interim Development Services Director
Alex Mumby, Land Use Administrator
Laura Yonkers, Deputy Director of Public Works-Sustainability
Charles Dills, Wastewater Treatment Plant Superintendent
David Adams, Police Chief

The following members of the media were present:
Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that Treats On the Street is this Saturday, First Friday is November 6th, and the next Council meeting will be November 10th. Mayor Caldwell also announced Hazelween on Friday and Saturday, November 7th is the Energy Fair at the Rec Park. He reminded everyone to vote on November 3rd.

He announced that Council has hired a new Town Manager, Amie Owens.

B. PUBLIC COMMENT

There was no public comment.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to remove item 9. "Personnel Policy Update" and not to return it to Council for review until the new town manager reviews the policy. The motion passed unanimously.

D. CONSENT AGENDA

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

2. a. Motion to approve October 13th, 2026 Regular Meeting Minutes.
   b. Motion to call for a Public Hearing for November 10, 2026, to consider text amendments related to findings of fact, conditions, and consistency statement requirements for major site plans and preliminary plats for major subdivisions, LDS sections 15.8.2 and 15.9.3.
   c. Motion to call for a public hearing to consider a text amendment to the glazing and transparency requirements for commercial uses, Land Development Standards Section 5.10.3- Ground Level Detailing, for November 10th, 2026.
   d. Motion to approve the resolution to appoint a Deputy Finance Officer
   e. Motion to approve the budget amendment for the LEO Bonus
   f. Motion to approve the Rotary Spring Fling Special Event Permit
   g. Motion to approve the Mountain Valley Mile Special Event Permit
   h. Motion to approve the Visit Haywood Ice Block Party Special Event Permit
   i. Motion to approve the Treats On the Street updated Special Event Permit

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

E. PROCLAMATION

3. <u>National First Responders Day Proclamation</u>
   - Mayor Gary Caldwell

Mayor Caldwell proclaimed October 28th National First Responders Day and thanked Waynesville's first responders for their dedication and service.

F. PRESENTATIONS

4. <u>Recognition of Officer Michael Whitley's promotion</u>
   - Chief David Adams

DRAFT

Police Chief David Adams announced Michael Whitley's promotion to Seargent.

5. A presentation regarding historic signs created by the Historic Preservation Commission.
   - Alex Mumby, Land Use Administrator

Land Use Administrator Alex Mumby reported that the Historic Preservation Commission created three new informational signs to be displayed at the Haywood County Courthouse on Main Street, Sulphur Springs Hotel, and Historic Hazelwood. He presented the signs and explained that the sign for Sulphur Springs was funded through a grant in partnership with Haywood Waterways for improvements at Sulphur Springs Park and the other two signs were funded through the Development Services budget.

Councilmember Sutton asked if the signage complies with the recently approved sign ordinance update. Town Attorney Bradley said that it does.

6. FOG Management Program - Approval, Implementation & FY2027 Funding
   - Laura Yonkers, Deputy Director of Public Works-Sustainability Division

Deputy Director Laura Yonkers reported that staff requests Council approval and implementation of the Town's Fats, Oils and Grease (FOG) Management Program under the authority of the Town's existing Sewer Use Ordinance, together with the additional FY2027 Sewer Fund appropriation necessary for implementation. She said besides making the Town in compliance with NCDEQ, having a FOG program would help address the 360+ calls regarding sewer blockages over the past year, and the negative impact it has on wear and tear on the treatment plant. She requested an additional $150,000 from the Sewer Fund that would help pay for a new staff person, a vehicle, potential contract work, materials, gas, and training. She explained that the existing Sewer Use Ordinance already establishes applicable FOG discharge prohibitions, grease-control authority, and compliance and enforcement mechanisms. The proposed action formalizes implementation of the Town's existing regulatory requirements and provides the administrative and financial resources necessary to conduct education, inspection, recordkeeping, compliance monitoring and enforcement under existing authority.

WWTP Superintendent Charles Dills explained that not having a FOG program causes costly emergencies. He said the proposed FOG program is designed to prevent costly sewer blockages and overflows by keeping grease out of the sewer system. Mr. Dills reiterated that this is not a new regulatory requirement- it is currently in the existing NCDEQ permit. He said their approach will be focused on education, inspections, and lastly, enforcement, with the goal of compliance and prevention. Mr. Dills said that in the first 6 months of implementation, staff will track inventory of FOG devices in restaurants and educate owners and staff on the program, then do baseline inspections of those restaurants. He said after the first year, they will encourage corrective action.

Councilmember Dickson asked about the additional $20,000 for contractual services. Ms. Yonkers said there are biochemical treatments that companies can add to the manholes to help control FOG until some of the restaurants that need more time can get into compliance. Mr. Howell said the FOG control systems are not expensive, but Council may want to instill some fees to help offset the program.
Town Attorney Martha Bradley said she will have to work on an ordinance that allows staff access to the restaurants for inspections.

Ms. Yonkers said the goal is to have a designated employee that's doing nothing but inspections, and once the FOG program is established, that staff member would also be in charge of the septic receiving station.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to adopt Resolution No. R-23-26 approving and implementing the Town of Waynesville Fats, Oils and Grease (FOG) Management Program under the authority of the Town's existing Sewer Use Ordinance and authorizing the POTW Director, or authorized designee, to administer the program. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adopt FY2027 Budget Ordinance Amendment No. O-53-26 appropriating an additional $150,000 in the Sewer Fund for implementation of the Fats, Oils and Grease (FOG) Management Program. The motion passed unanimously.

G. PUBLIC HEARING

7. A public hearing to consider a text amendment to remove the screening requirement for Outdoor Storage.
   - Alex Mumby, Land Use Administrator

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to open the public hearing at 6:42pm. The motion passed unanimously.

Land Use Administrator Alex Mumby reported that Staff received an application from Mr. Leatherwood for a text amendment to remove the screening requirement for outdoor storage yards in Commercial Industrial districts. He explained that currently, Outdoor Storage yards are only allowed within Commercial Industrial districts and these districts are already required to be screened from adjacent zoning districts, so this requirement to screen Outdoor Storage only adds screening within the district itself. Mr. Mumby said that staff has tailored the amendment to reflect that if the use were to be expanded to other districts in the future, that the screening requirement from adjacent properties would still be in effect. He reported that the Planning Board voted 7:1 to recommend the proposed amendment. The applicant explained that Commercial Industrial districts are the ones in which the internal architectural and landscaping requirements are not prioritized and so screening the property from adjacent Commercial Industrial properties is not necessary. Mr. Mumby added that this text amendment only proposes to eliminate the screening requirement between the properties within the same Commercial Industrial District. Councilmember Sutton asked if this would affect the stream buffer. Mr. Mumby said the proposed text amendment would not remove the stream buffer and that the requirement around the district would remain.

Mr. Leatherwood spoke in support of the proposed ordinance.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 6:55pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to find the proposed amendment consistent with the 2035 Comprehensive Plan and is in the public interest in that it continues to

promote smart growth principles in land use planning and zoning and encourages infill, mixed-use, and context sensitive development. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the proposed amendment to the Town Council. The motion passed unanimously.

8. A public hearing to consider a text amendment to remove parking minimums to be consistent with NC General Statutes.
    - Alex Mumby, Land Use Administrator

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to open the public hearing at 6:56pm. The motion passed unanimously.

Land Use Administrator Alex Mumby reported that with House Bill 162, the North Carolina State Legislature removed the ability for local governments from enforcing parking minimums. He explained that Waynesville already had low parking minimums for commercial and residential uses as well as waiving parking minimums downtown. He introduced the draft ordinance reflects changes to the parking chapter of the Land Development Standards to bring the Town of Waynesville's zoning into compliance with state law.

Mr. Mumby added that the new law does not prohibit standards associated with parking lots which are also included in the Land Development Standards, such as landscaping, screening the glare, and bicycle parking-those standards are not being removed and will continue to be enforced as part of the zoning standards. Staff said they aren't concerned about parking because developers generally incorporate enough, if not more parking to meet market demands.

There was no public comment.

A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to close the public hearing at 7:07pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to find the proposed amendment consistent with the 2035 Comprehensive Plan and is in the public interest in that it continues to promote smart growth principles in land use planning and zoning, creates walkable and attractive neighborhoods and commercial centers, and encourages infill, mixed-use and context-sensitive development. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the proposed amendment to the Town Council because it creates opportunities for a sustainable economy and encourages creatively designed, mixed-use, walkable centers and commercial districts that appeal to residents and visitors. The motion passed unanimously.

I. COMMUNICATION FROM STAFF

9. Manager's Report

- Interim Town Manager Rick Howell

Interim Town Manager Rick Howell reported that he has been working with the architect for Fire Station 2 and he will be bringing some updates on the environmental report. He said they are nearing the finish line on getting everything submitted for the audit, but the earliest Waynesville could get on LGCs agenda would be January, possibly February. Mr. Howell encouraged Council to implement policies to address transfers and cost allocation from utilities to the General Fund. He congratulated Council on the hiring of a new manager. Mayor Caldwell thanked Mr. Howell for his work.

10. Town Attorney's Report

- Town Attorney, Martha Bradley

Town Attorney Martha Bradley reported that the League of Municipalities has received funding to retain legal assistance to help oversee the Water Interconnect program that Council approved. Council agreed that Rob Hites should be the project manager. She said that Council needs to decide on who will be a part of the joint oversight committee. Ms. Bradley suggested that until the structure is finalized, Council should delegate an elected official and a staff member, most likely the Town Manager. Council authorized Parker Poe, an attorney that works with the NCLM, to move forward with providing legal support for the water interconnect project.

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Councilmember Feichter requested that Council waives the special event fees for the Toys for Tots run next month.

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to offset the special event fees for Toys for Tots. The motion died.

Mayor Caldwell, Councilmembers Sutton, Dickson, and Feichter said they will each pay $25 each to offset the special event fee, and Mr. Howell said he'd donate $100 to Toys for Tots.

K. ADJOURN

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to adjourn at 7:24pm. The motion passed unanimously.

ATTEST:

_____ _____

Gary Caldwell, Mayor Rick Howell, Interim Town Manager

_____

Candace Poolton, Town Clerk

DRAFT

Town of Waynesville, NC Town Council Meeting
Request for Council Action
Meeting Date: 10/27/2026

Subject: Project Budget Ordinance for Balsam Edge/Abel Lane MHO Sewer Extension Project

Agenda Information:

Agenda Location:
Item Number:
Department: Public Works - Sewer
Contact: Ricky Bourne, PW Director
Presenter: Ricky Bourne, PW Director

Brief Summary:

It is requested that the Town Council establish a Project Budget Ordinance to appropriate funding for this sewer extension project. Council has previously approved funding last fiscal year. However, funding was not encumbered before the end of the 2025-2026 fiscal year. Because this project may extend beyond the current fiscal year it is necessary to establish the PBO and appropriate funding.

This project extends an 8" diameter gravity sewer line approximately 1,000 linear feet to serve an affordable housing project. The project was designed by Civil Design Concepts and the successful bidder was Chonzie, Inc. The work is expected to take no more than approximately 120 days.

Motion for Consideration:

Adoption of the submitted project budget ordinance appropriating $306,750 from the Sewer Fund balance for engineering, design and construction of the project.

Funding Source/Impact:

Charam Miller, Interim Finance Director — Date 11/03/26

Attachments:
Project Budget Ordinance

Manager's Comments and Recommendations
Town Council has previously approved this funding. The PBO simply appropriates the funding again in a manner consistent in compliance with the NC Budget and Fiscal Control Act. Recommendation is to approve.

Ordinance O- 52-26

Balsam Edge/ Abel
Capital Project Ordinance

WHEREAS, the Town Council of the Town of Waynesville wishes to establish a capital project fund to account for Abel Lane/ Balsam edge sewer extension project.

NOW, THEREFORE, BE IT ORDAINED by the Town Council of the Town of Waynesville that the following project ordinance is hereby adopted:

Section 1. The following sources of resources are anticipated to be available to complete this project:

Revenues

Sewer Fund- Net Retained Earnings	306,750
Total Revenues	$306,750

Section 2. The following amounts are appropriated for expenditures of this project:

Expenditures

Construction Bid	258,740
Engineering/ Consulting	40,010
Total Appropriations	$ 306,750

Section 3. Funds may be advanced from the Sewer Fund for the purpose of making payments due.

Section 4. The budget officer may approve transfers of appropriations, including transfers from the contingency, without prior approval of the Town Council. Any transfers of appropriation will be reported by the budget officer to the Town Council at their next regular meeting.

Section 5. This Fund will be abolished when all obligations to contractors and vendors are completed. Any resources remaining will be transferred to the General Fund.

Adopted this 10th day of November, 2026

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

Application for Special Events Permit

I. General Information

EVENT NAME: Axe & Awl Leatherworks Presents Holiday Night Market

EVENT DATE(S): December 12, 2026

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

LOCATION: Axe & Awl Leatherworks, 41 Depot St. Waynesville, Nc 28786

IF THIS EVENT IS A PARADE OR ROAD RACE: NA

SET-UP TIME (START/END): 3:30pm-5:30pm

EVENT HOURS: 6pm-9pm

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

ESTIMATED ATTENDANCE: 800

BASIS ON WHICH THIS ESTIMATE IS MADE: Taking count at the door in previous years plus Smokey Mountain Holiday Event Goers

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

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Axe & Awl Leatherworks

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

APPLICANT NAME: Axe & Awl Leatherworks TITLE:

ADDRESS: 41 Depot St CITY : Waynesville STATE: NC ZIP 28786

PHONE: 828-2460996 FAX#: EMAIL: events@axeandwl.com

ON-SITE CONTACT: Heath Brown TITLE: Event Coordinator

ADDRESS:

PHONE #: CELL PHONE #: 336-970-0550 EMAIL: heath@axeandawl.com

III. Brief Description of Event

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

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

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

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

1. Depot street from Montgomery to Main 3:30pm-10pm
2.
3.

V. Event Details

YES **NO**

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

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

Does the event involve the **sale of food**? ____Potientally, food truck____

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

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

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

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

Do you plan to use an existing **occupied building?** Address _____41 Depot Street_____

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

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

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

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

Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? Yes, 1, in the bank parking lot behind 41 Depot. (UCB)

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

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

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

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

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

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

VI. Additional Questions

How will **parking** be accommodated for this event? Street parking, parking garage

Notes:

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

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

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

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

Return to:
Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
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:

WAYNESVILLE TOWN COUNCIL
LEGISLATIVE UPDATE
Meeting Date: November 10, 2026

SUBJECT: Update on Fee Transparency Requirements and Mandatory Building Permit Fees.

AGENDA INFORMATION:

Agenda Location:	Presentation
Item Number:	
Department:	Development Services
Contact:	Olga Grooman, Development Services Director David Kelley, Assistant Director for Building Inspections & Code Enforcement
Presenter(s):	Olga Grooman, Development Services Director

BRIEF SUMMARY:

Recently, the North Carolina General Assembly passed two (2) pieces of legislation that will affect the development-related fees and how they are presented:

1. **Fee Transparency Law for Development-Related Fees**

It was established through the Regulatory Reform Bill (S.L. 2026-59, H.B. 445), which created a new G.S. 160D-402.1, effective August 11, 2026.

The legislation establishes three (3) primary requirements:

- **Mandatory Fee Estimates:**

"Within 10 business days after an applicant submits a completed application, and before issuing the development approval, the city or county must provide the applicant with its current fee schedule and a written fee estimate. When the development approval is issued, the city or county must provide a final fee statement stating the exact fees due." (UNC SOG Coates' Canons, *New Disclosure Requirements for Development Related Fees*). The estimate may be higher than the fees ultimately charged, but it cannot be lower. In other words, the actual fees charged may be less than the estimate but cannot exceed the amount provided in the estimate.

The biggest change for us is timing. We can no longer wait until after an application is approved to provide the fee information. Developers must know what their fees are expected to be upfront, before we collect those fees. Just as importantly, we cannot underestimate the fees and then charge developers more later. The amount provided in the estimate establishes the maximum amount we can collect. When the permit is issued, the government must provide a final statement of the exact fees due.

Under NC GS 160D, examples of development approvals include zoning permits, site plan approvals, special use permits, variances, certificates of appropriateness, subdivision or plat approvals, development agreements, review fees, and building permits. Therefore, the fee estimate must be provided for these applications.

- **Methodology for Each Fee:** Local governments must also publish fee schedule that clearly identifies and explains the methodology used to calculate each development-related fee, showing how the amount of each fee is determined.

The UNC SOG explains that "the published fee schedule also must include the "data and methodologies used to calculate the fee rates." The statute does not define those terms or specify the level of detail required. That leaves some uncertainty about exactly what must be published. At the narrowest end, "data and methodologies" could refer only to the information and formula needed to determine the amount an applicant will pay for a particular project (UNC SOG Coates' Canons, *New Disclosure Requirements for Development Related Fees*). In other words, a local government must show how this fee was derived. Examples may include amount per lot, staff hours multiplied by an average hourly rate, amount charged per square foot, etc.

- **Report annually to the Local Government Commission (LGS):**

The legislation also requires each city and county to submit an annual report to the LGC. The report must include the jurisdiction's fee schedule, fee collections, and information demonstrating compliance with G.S. 160D-402.1. The LGC will then publish a statewide report of local government fee schedules on its website.

However, the legislation does not clearly establish the reporting deadline, format, or level of detail required for reporting fee collections. Further guidance from the LGC is expected.

In the meantime, local governments should review their accounting and recordkeeping practices to ensure development-related fee collections can be properly identified and reported.

2. Mandatory State Building Permit Fees Law

It was established by the Budget Bill, S.L. 2026-41 (S.B.257), effective January 1, 2027.

The new legislation requires local governments to collect an additional State Building Code Regulatory Fee with each applicable building permit. This fee is intended to help fund the establishment and operation of the NC Department of Labor's Building Codes and Interpretations Bureau and its work supporting, interpreting, and administering the North Carolina State Building Code.

The required fees are:

- $100 – Permits for buildings and structures subject to the North Carolina Building Code.
- $25 – Permits for buildings and structures subject to the North Carolina Residential Code.
- $10 – Permits for other work subject to the North Carolina State Building Code.

These are state-mandated fees that we must collect in addition to their existing building permit fees. They are not discretionary. There are also quarterly reporting requirements that as of the date of this report remain unclear. We are awaiting further guidance from the Department of Labor.

FUNDING SOURCE/IMPACT:

The purpose of today's presentation is to provide the Council with an update on two new pieces of legislation related to fee transparency and mandatory building permit fees.

Development Services will bring forward the updated departmental fee schedule for Council's consideration at the Council meeting on December 8, 2026.

ATTACHMENTS:

- PowerPoint Presentation with the materials by the UNC School of Government
- UNC SOG Coates' Canons, *New Disclosure Requirements for Development Related Fees:* **https://canons.sog.unc.edu/blog/2026/09/08/new-disclosure-requirements-for-development-related-fees-including-chapter-160d-fees-local-act-impact-fees-and-system-development-fees/**

MANAGER'S COMMENTS AND RECOMMENDATIONS:

FEE TRANSPARENCY AND MANDATORY BUILDING PERMIT FEES

Presenters:

Olga Grooman, Development Services Director

David Kelley, Assistant Director for Building Inspections & Code Enforcement

PROMOTE FEE TRANSPARENCY AND PREDICTABILITY FOR APPLICANTS PRIOR TO LOCAL GOVERNMENT DEVELOPMENT PERMIT APPROVAL OR ISSUANCE

SECTION 49.(a) G.S. 160D-102 is amended by adding three new subdivisions to read:

"(16a) Fee estimate. – A statement projecting all fees that may reasonably be assessed in the fee statement for the applicant's project, including assumptions applied to the category or purpose of the fees to be charged.

(16b) Fee schedule. – A statement of all current fees that may be collected by a local government for the administration and enforcement of provisions set forth in this Chapter and Article 8 of Chapter 162A of the General Statutes and impact fees, facility fees, and other fees authorized by local act, applicable to each project category and purpose, including the data and methodologies used to calculate the fee rates.

(16c) Fee statement. – An itemized statement of any fees applicable to the applicant's particular project pursuant to this Chapter."

SECTION 49.(b) Article 4 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"**§ 160D-402.1. Development fee transparency.**

(a) Fee Schedule Publication. – Each local government shall prominently display on the local government's official website the local government's current fee schedules. The local government shall update the website to reflect any changes to fees, rates, or methodologies used to develop fees and rates within 30 days of the adoption of any ordinance amending the fees, rates, or methodologies. Each local government shall submit an annual report of its fee schedule, fee collections, and compliance with this section to the Local Government Commission.

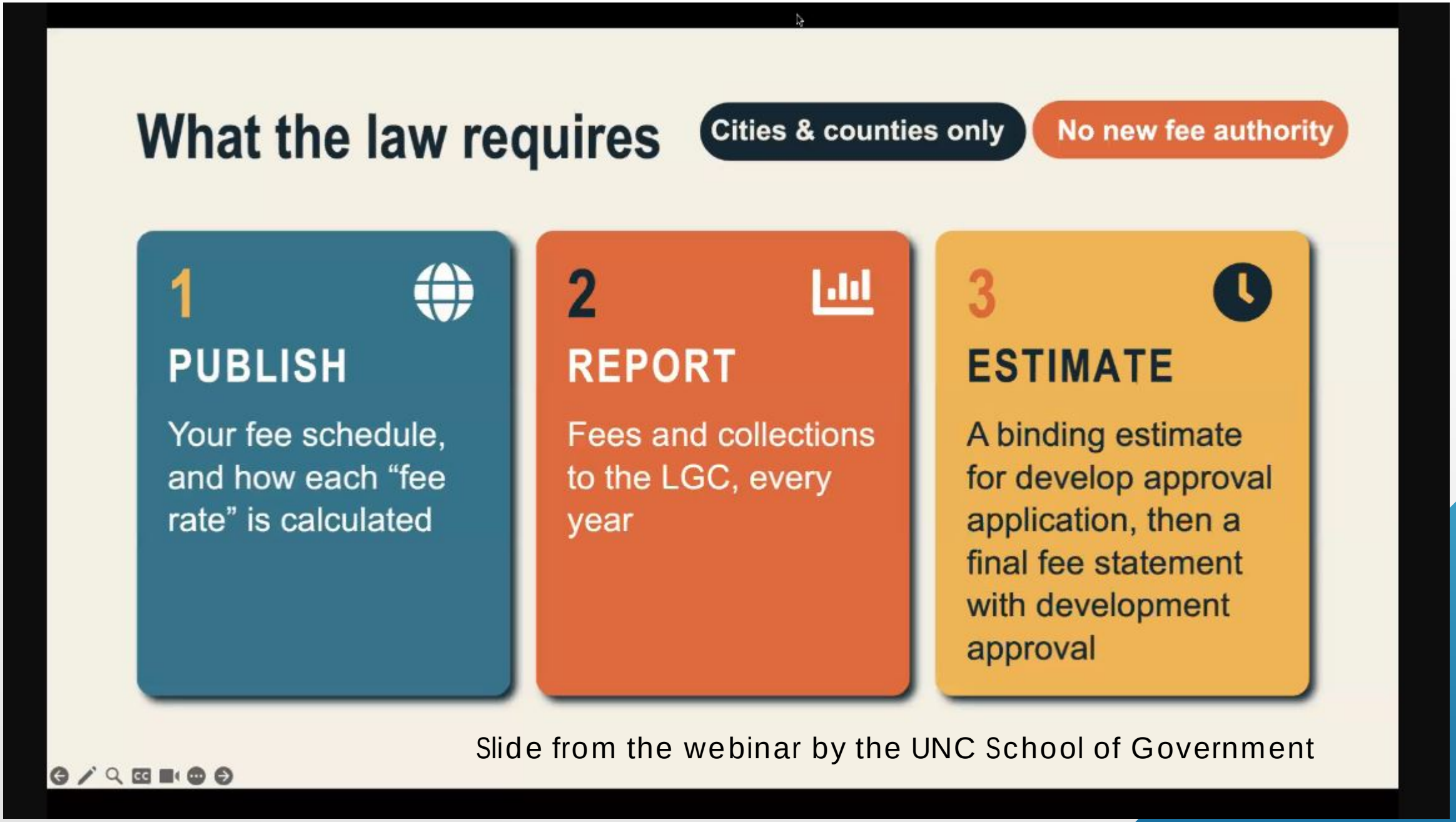
(b) Local Government Commission Report. – The Local Government Commission shall publish and prominently display on the Commission's website a statewide report of local governments' current fee schedules.

(c) Required Disclosure. – Each local government shall provide to the applicant prior to a development approval the current fee schedule and a fee estimate. The local government shall deliver information required under this subsection to the applicant within 10 business days after submission of a completed application. If the project materially changes after the local government has delivered the fee estimate, the local government shall provide a revised estimate within 10 business days of receiving the updated project information. The local government shall not require payment of any fees specified in subsection (a) of this section before the local government provides the estimate.

(d) Final Fee Statement. – Each local government shall provide to the applicant, in writing, a final, binding fee statement of exact fees due when a development approval is issued on the application. The final fee amount may not exceed the most recent estimate provided under subsection (c) of this section, unless the local government adopts a new fee schedule by ordinance.

(e) Enforcement. – An applicant may commence a civil action in superior court of the county in which the applicant's project is located to compel the local government to comply with the requirements of this section. Nothing in this section shall limit any remedy otherwise available under Article 14 of this Chapter."

SECTION 49.(c) Nothing in this section shall be construed to limit or otherwise affect the power or authority of a local government to impose fees consistent with its statutory authority or constitutional requirements. This section shall not be construed to require the disclosure of confidential information under G.S. 132-1.2.



Slide from the webinar by the UNC School of Government

FEE TRANSPARENCY: S.L. 2026-59 (H.B. 445)

- Requires local governments to make public the methodology and data in determining fees related to the "administration and enforcement" of development.
- Specifically related to Chapter 160D and Article 8 of Chapter 162A.
- Must provide applicants a fee estimate when a complete application is submitted.
- Final fee total must be provided which does not exceed the initial estimate.
- Effective August 11th, 2026.

FEE TRANSPARENCY: METHODOLOGY AND DATA

- Local governments must provide the **methodology and data** which is used to calculate relevant fees.
- Unclear how detailed the methodology and data must be.

FEE TRANSPARENCY: ESTIMATED FEES

- Local governments must provide an estimated cost of fees to applicants within 10 days of receiving an application.
- Final fee cost must not exceed the provided estimate.
- Estimate may only be amended if there are material changes in the submittal.
- Unclear how the fee estimate must be provided to applicants.
- Unclear what constitutes a “material change.”

FEE TRANSPARENCY: DEVELOPMENT SERVICES

- All fees related to building permits and development approvals.
- All applicants will need to be provided initial estimate.
- Clear methodology developed for all fees.

Fee schedule: which fees go on it?

LIKELY IN

Rezoning and conditional-zoning applications; special-use permits; variances and appeals.

Subdivision and plat review; site and development plan review; zoning permits.

Building permits and inspections; certificates of appropriateness; similar regulatory work.

City's or county's own SDFs

Local-act impact and facility fees

GRAY

Fees in lieu

Conditional zoning & development agreement payments

OUT

Other governments' fees

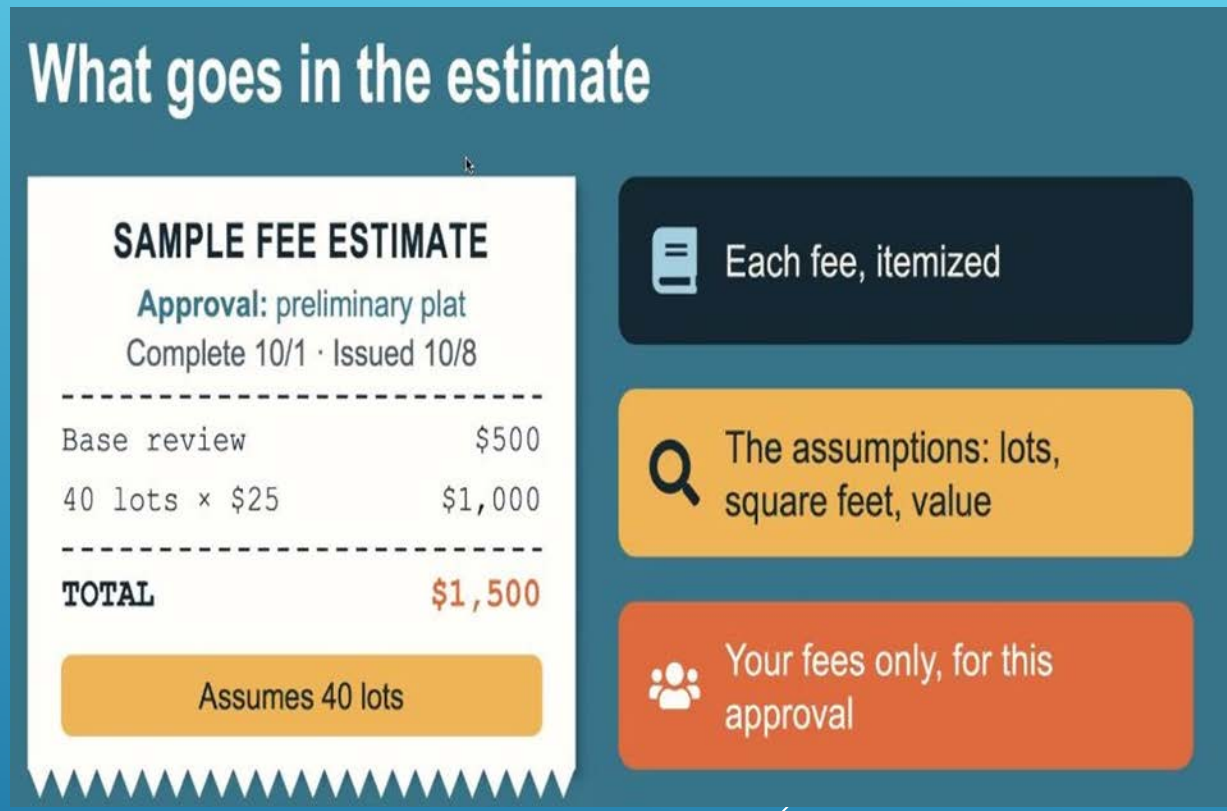
Fees imposed under authority other than 160D or 162A, Art. 8

Slide from the webinar by the UNC School of Government

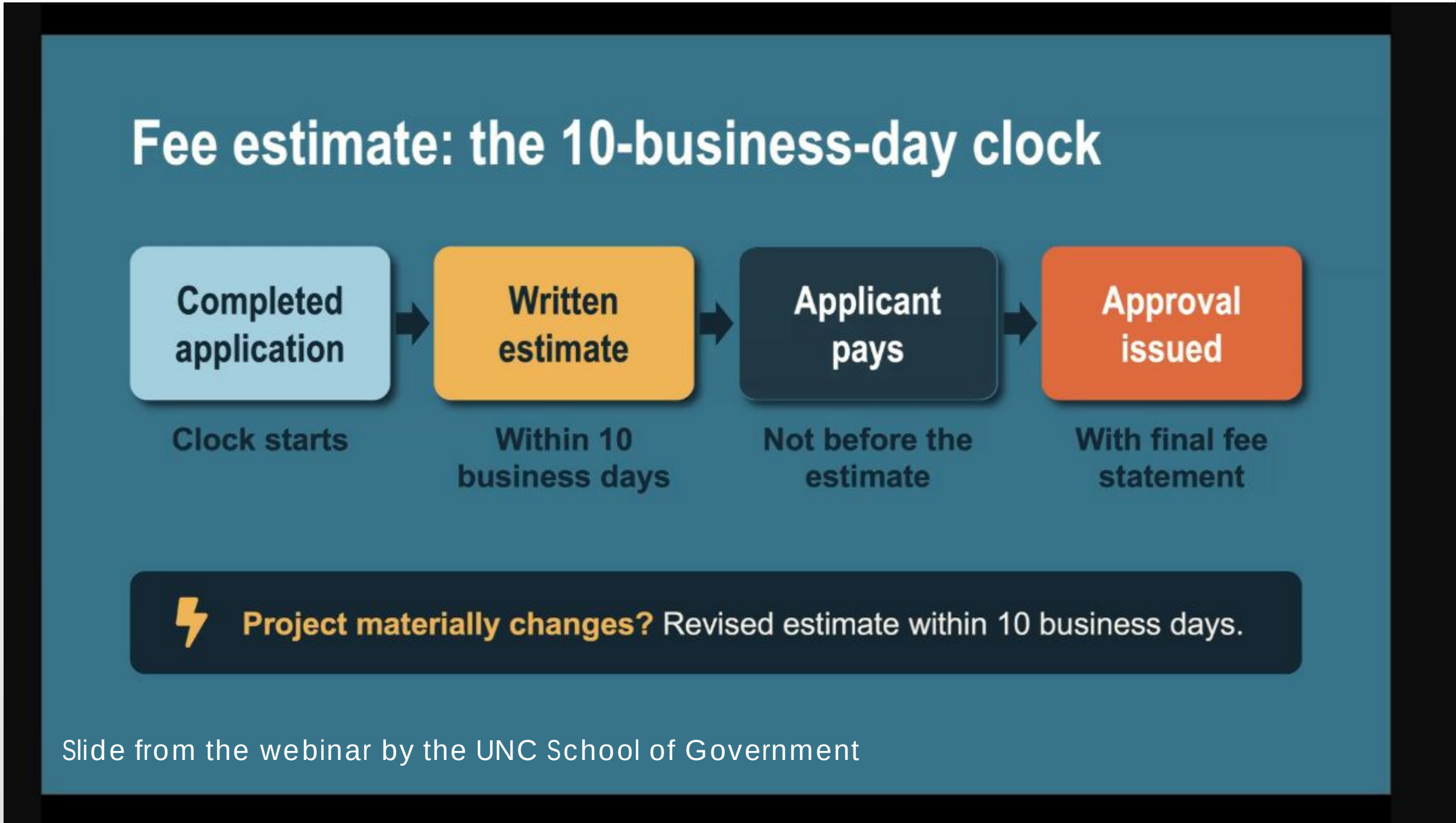
Sample fee schedule

Fee	Rate	How the rate was set
Rezoning	$1,000	9.5 staff hrs × $80 + $250 notice costs
Variance	$750	7.5 staff hrs × $80 + $150 notice costs
Preliminary plat	$600 + $40 per lot	7 hrs review = $610; 0.4 hr per lot × $100
Final plat	$250	3 staff hrs × $80 = $240
Zoning permit (house)	$75	1 hr × $80; set below full cost
Re-inspection	$100	1.3 hrs × $71 + $8 vehicle
Water SDF, 3-bedroom	$3,600	$10/gpd × 360 gpd; combined method

What goes in the estimate



Slide from the webinar by the UNC School of Government



Slide from the webinar by the UNC School of Government

BUILDING CODES AND INTERPRETATIONS BUREAU
S.L. 2026-41 (S.B.257)

MANDATORY BUILDING PERMIT FEES

- A new bureau within the Department of Labor taking responsibilities from the State Fire Marshal and the Department of Insurance.
- Funded through new fees which are charged by local governments.
- Local governments must remit these fees to the bureau and track how the fees were collected.
- Effective January 1, 2027.

MANDATORY BUILDING PERMIT FEES: THREE TYPES OF FEES

- One hundred dollars ($100.00), with all building permits issued for the construction of buildings and structures subject to the North Carolina Building Code.
- Twenty-five dollars ($25.00), with all building permits issued for the construction of buildings and structures subject to the North Carolina Residential Code.
- Ten dollars ($10.00), with all building permits issued for work subject to the North Carolina State Building Code other than described in subdivisions (1) and (2) of this subsection.

MANDATORY BUILDING PERMIT FEES: THREE TYPES OF FEES

- Fees must be added to the cost of building permit as applicable.
- The fees must be remitted to the Bureau each quarter along with a report of how many permits of each category were paid for.

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: November 10, 2026

SUBJECT: Public hearing to consider text amendments related to findings of fact, conditions, and consistency statement requirements for major site plans and preliminary plats for major subdivisions, Land Development Standards (LDS) sections 15.8.2 and 15.9.3.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

This text amendment was initiated by staff upon the recommendation of the Planning Board Attorney- Ron Sneed. It would eliminate unnecessary procedural requirements for the projects requiring administrative review and that must be approved by right when they comply with all applicable ordinance standards. Specifically, major site plans and preliminary plats for major subdivisions currently require administrative review by the Planning Board.

The current review standards for major site plans and preliminary plats for major subdivisions include a requirement for a statement of consistency with the Town's adopted plans and authorize the Planning Board to approve these projects with conditions. Both provisions create unnecessary procedural requirements and raise legal concerns regarding their application to administrative (a.k.a. ministerial) approvals. These two provisions, as well as the phrase "Findings of Fact," are remnants of an earlier version of the LDS when major site plans and preliminary plats for major subdivisions were reviewed through a quasi-judicial process.

On October 19, 2026, the Planning Board held a public hearing and recommended the proposed text amendments to the Town Council for approval.

MOTIONS FOR CONSIDERATION:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.

2. Motion to adopt the Ordinance as presented (or as amended).

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

- Staff Report
- Draft Ordinance
- Signed Planning Board Report
- Public Notice

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Town Council Staff Report

Subject:	Text amendments related to findings of fact, conditions, and consistency statement requirements for major site plans and preliminary plats for major subdivisions
Ordinance Section:	Land Development Standards (LDS) Sections 15.8.2 and 15.9.3
Applicant:	Staff initiated text amendment, Development Services Department
Meeting Date:	November 10, 2026
Presenter:	Olga Grooman, Interim Development Services Director

Background:

This text amendment was initiated by staff upon the recommendation of the Planning Board Attorney- Ron Sneed. It would eliminate unnecessary procedural requirements for the projects requiring administrative review and that must be approved by right when they comply with all applicable ordinance standards.

Specifically, major site plans and preliminary plats for major subdivisions currently require administrative review by the Planning Board. Land Development Standards (LDS) Section 17.4 defines administrative decisions as follows:

> "**Administrative Decision**. A decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts and the application of objective standards set forth in Chapter 160D of the G.S. and the Town of Waynesville Code of Ordinances."

The UNC School of Government explains that "Administrative decisions are decisions based on clear, objective standards in the ordinance (standards like "a setback of 10 feet," "¼ acre minimum lot size," and "industrial uses prohibited"). Administrative decisions are routine and nondiscretionary. … Administrative decisions may be made by a staff person, an appointed board, or an elected board" (*Administrative Modifications in Subdivision and Zoning Ordinances,* Adam Lovelady).

The UNC School of Government further explains that "Administrative decisions require staff to apply objective standards set in the ordinance to facts that are supplied in applications. If the application meets the standards it is approved; if not, it is denied. The process is bureaucratic in nature, with minimal discretion or public engagement" (*Choosing the Right Development Review Process: Factors to Consider*, David W. Owens).

The current review standards for major site plans and preliminary plats for major subdivisions include a requirement for a statement of consistency with the Town's adopted plans and authorize the Planning Board to approve these projects with conditions. Both provisions create unnecessary procedural requirements and raise legal concerns regarding their application to administrative (a.k.a. ministerial) approvals.

First, if the proposed development meets the standards of the ordinance and the applicable zoning district, the application must be approved. The Town Council has already established permitted uses, zoning densities, dimensional standards, environmental provisions, as well as other requirements through the adoption of the LDS. Therefore, requiring the Planning Board to decide whether the proposed project is consistent with the Town's adopted plans and policies, such as 2035 Comprehensive Plan, is unnecessary. As the UNC School of Government explains above, if the project is compliant with the ordinances, it must be approved.

Second, because administrative decisions are based on objective standards, the Planning Board cannot impose discretionary conditions beyond those required to comply with the ordinances. Any condition

associated with an administrative approval must be intended to ensure compliance with the LDS and other applicable ordinances.

These two provisions, as well as the phrase "Findings of Fact," are remnants of an earlier version of the LDS when major site plans and preliminary plats for major subdivisions were reviewed through a quasi-judicial process. In 2021, the Town updated the LDS and established administrative review procedures for these developments, consistent with the NC GS 160D and legal guidance from the UNC School of Government, the Planning Board Attorney, and the Town Attorney.

The proposed text amendments do not diminish the Planning Board's authority. They are intended to reconcile the existing ordinance language with the administrative review process that the Town has already adopted for certain types of development. The proposed amendments do not introduce any new approval processes either.

On October 19, 2026, the Planning Board recommended the text amendments to the Town Council, and the Planning Board report is attached.

Recommended Text Changes:

The amendment proposed four (4) changes to the LDS Sections 15.8.2 and 15.9.3:

- Eliminate the provision requiring the Planning Board to determine whether major site plans and preliminary plats for major subdivisions are consistent/inconsistent with the Town's adopted plans and policies.
- Eliminate the provision allowing the Planning Board to impose discretionary conditions on administrative approvals beyond those needed to comply with the LDS and other applicable ordinances.
- Eliminate the phrase "findings of fact," which is generally associated with quasi-judicial procedures.
- This additional minor amendment to the original ordinance, recommended by the Board's attorney, would eliminate the requirement for the Board's attorney to prepare a formal written order, which typically closely mirrors the staff report.

The proposed changes to the Land Development Standards are in red to indicate additions and in strike-through to indicate deletions.

Consistency with the 2035 Comprehensive Land Use Plan:

Staff submits that the proposed text amendment to the LDS is consistent with Goal #1 of the 2035 Comprehensive Land Use Plan because the Town will continue to "promote smart growth in land use planning and zoning."

The proposal is also reasonable and in the public interest, as it will allow the Town to maintain adequate legal authority through the most up-to-date ordinances and will eliminate unnecessary procedural requirements for projects subject to administrative review, thereby streamlining the review process.

Attachments:

- Cover Sheet
- Draft Ordinance

- Planning Board Report
- Newspaper notice

Public Notice:

This hearing was duly advertised in the Mountaineer newspaper on 10/28/2026 and 11/04/2026. The notice was also submitted to local media contacts, posted on the Town's website, and posted on the bulletin board.

Attachments:

- Cover Sheet
- Draft Ordinance
- Signed Planning Board Report
- Public Notice

Recommended Motions:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.

2. Motion to adopt the Ordinance as presented (or as amended).

ORDINANCE NO. O-55-26

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

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

WHEREAS, Town of Waynesville Land Development Standards (LDS) require administrative review of major site plans and preliminary plats for major subdivisions; and

WHEREAS, major site plans and major subdivisions must demonstrate compliance with all applicable requirements of the LDS and provide adequate infrastructure to support the proposed development; and

WHEREAS, Waynesville LDS define administrative decisions as "a decision made in the implementation, administration, or enforcement of development regulations that involve the determination of facts and the application of objective standards set forth in Chapter 160D of the G.S. and the Town of Waynesville Code of Ordinances;" and

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendment to the Land Development Standards (LDS) and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because:

- The Town of Waynesville will continue to "promote smart growth in land use planning and zoning" (Goal #1);
- The amendment would eliminate unnecessary procedural requirements for projects subject to administrative review, thereby streamlining the review process.

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

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

WHEREAS, after notice duly given, a public hearing was held on **October 19, 2026,** at the regularly scheduled meeting of the Waynesville Planning Board, and on **November 10, 2026,** at the regularly scheduled meeting of the Waynesville Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON NOVEMBER 10, 2026, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Land Development Standards be amended as follows:

1. Amend LDS Section 15.8.2- Site Plan/Design Review (Major):

I. Decisions~~/Findings of Fact~~: Following the public hearing the Planning Board may ~~approve, deny or approve with conditions~~ approve or deny the application for a Major Site Plan. No Major Site Plan shall be approved unless the Planning Board finds ~~each of~~ the following facts to be true:

~~1. The plan is consistent with the adopted plans and policies of the Town;~~
~~2.~~ 1. The plan complies with all applicable requirements of this ordinance; and
~~3.~~ 2. The plan has infrastructure as required by the ordinance to support the plan as proposed.

K. Appeals: An appeal from the decision of the Planning Board regarding a Major Site Plan request may be made by an aggrieved party and shall be made to the Superior Court of Haywood County in the nature of certiorari. Any such petition to the Superior Court shall be filed with the court no later than thirty (30) days after ~~the applicant receives the written copy of~~ the decision of the Planning Board.

2. Amend LDS Section 15.9.3- Preliminary Plats for Major Subdivisions:

H. Decisions~~/Findings of Fact~~: Following the public hearing the board may ~~approve, deny or approve with conditions~~ approve or deny the application for a Major Subdivision. No Major Subdivision shall be approved unless the ~~commission~~ board finds each of the following ~~facts~~ to be true:

~~4. The plan is consistent with the adopted plans and policies of the Town;~~
~~5.~~ 1. The plan complies with all applicable requirements of this ordinance; and
~~6.~~ 2. The plan has infrastructure as required by the ordinance to support the plan as proposed.

J. Appeals. An appeal of the decision to approve or deny a Preliminary Plat or a substantial change to an approved Preliminary Plat may be made by an aggrieved party to the Superior Court of Haywood County no later than thirty (30) days after ~~the applicant receives the written copy of the decision~~. the decision of the Planning Board.

ADOPTED this _____Day of_____, 2026.

TOWN OF WAYNESVILLE

_____
J. Gary Caldwell, Mayor

ATTEST:

_____
Candace Poolton, Town Clerk

APPROVED AS TO FORM:

_____
Martha Bradley, Town Attorney

To:	Waynesville Town Council
Meeting Date:	November 10, 2026
From:	Olga Grooman, Development Services Director
Subject:	Planning Board Report and Statement of Consistency
Description:	Text amendments related to findings of fact, conditions, and consistency statement requirements for major site plans and preliminary plats for major subdivisions
Ordinance Sections:	Land Development Standards (LDS) Sections 15.8.2 and 15.9.3

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

A motion was made by board member Tommy Thomas and seconded by board member Michael Blackburn **to recommend the proposed text amendment** to the Town Council because it is **in the public interest** and it is **consistent** with the following goal of the 2035 Comprehensive Land Use Plan:

Goal 1: Continue to promote smart growth principles in land use planning and zoning
- Encourage infill, mixed-use and context-sensitive development

The motion carried, 6:1, with board member John Baus voting in opposition.

A motion was made by board member Tommy Thomas and seconded by board member Kathy Lalonde to recommend the proposed text amendment to the Town Council.

The motion carried, 6:1, with board member John Baus voting in opposition.

Board member John Baus expressed concern that the fact that development is not consistent with any of the Comprehensive Plan's goals would no longer be mentioned.

Board member Kathy Lalonde stated that she finds this text amendment useful because it clarifies the process for administrative decisions.

Travis Collins, Planning Board Vice Chair — Date: 10.30.26

Olga Grooman, Development Services Director — Date: 10-30-2026

TOWN OF WAYNESVILLE

Development Services Department
PO Box 100
9 South Main Street
Waynesville, NC 28786
Phone (828) 456-8647 • Fax (828) 452-1492
www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: October 28th and November 4th (Wednesday) editions

Date: October 20, 2026
Contact: Olga Grooman; T: 828-356-1172

Notice of Two (2) Public Hearings
Waynesville Town Council

The Town of Waynesville Town Council will hold two public hearings on Tuesday, November 10, 2026, at 6:00 p.m. in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

- A text amendment to the glazing and transparency requirements for commercial uses, Land Development Standards Section 5.10.3- Ground Level Detailing.
- A text amendment to the findings of fact and consistency statement requirements for major site plans and major subdivisions, Land Development Standards Sections 15.8.2 and 15.9.3.

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: November 10, 2026

SUBJECT: A public hearing to consider a text amendment to the glazing and transparency requirements for commercial uses, Land Development Standards Section 5.10.3- Ground Level Detailing.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

The North Carolina General Assembly has passed a new bill which sets a limit for the maximum amount of windows which a local government can require for commercial and mixed-use buildings. The amendment was part of a large omnibus bill which sets new standards for local governments across many areas. The State now prevents local governments from requiring over 35% of a façade be windows per their definition. After analyzing the State's requirements compared to Waynesville's, staff believes that the current standards are under the maximum mandated by the State. Staff has produced an amendment which does not change the requirements for Waynesville but instead creates a cap so that the Town will not come into violation of the State maximum in the future.

MOTIONS FOR CONSIDERATION:

1. To find the proposed amendment consistent / inconsistent with the 2035 Comprehensive Plan
2. To approve / not approve the proposed amendment

FUNDING SOURCE/IMPACT:

There is no financial impact.

ATTACHMENTS:

1. Staff Report
2. Draft Ordinance
3. SB 445 Excerpt
4. Planning Board Report
5. Newspaper Notice

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Town Council Staff Report

Topic:	SB 445, Glazing Requirements Text Amendment
Ordinance Section:	Land Development Standards (LDS), Section 5.10.3- Ground Level Detailing
Hearing Type:	Legislative
Applicant:	Staff initiated
Presenter:	Alex Mumby, Land Use Administrator
Date:	November 10, 2026

Recommended Motions:

1. To find the proposed amendment consistent / inconsistent with the 2035 Comprehensive Plan.
2. To approve / not approve the proposed amendment.

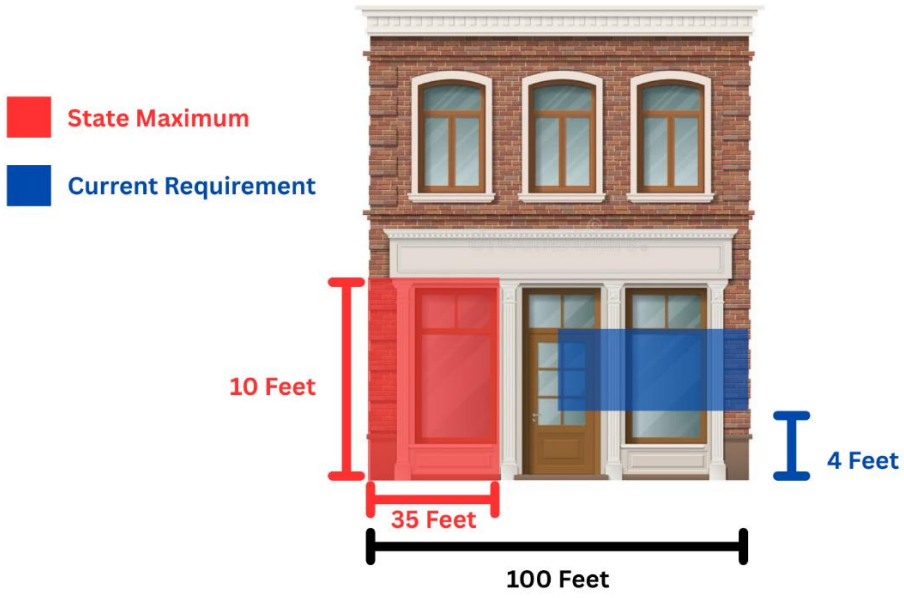
Background

The North Carolina General Assembly recently passed SB 445, an omnibus bill titled "AN ACT TO PROVIDE FURTHER REGULATORY RELIEF TO THE CITIZENS OF NORTH CAROLINA." One of the targets of the bill is glazing and transparency requirements for windows put in place by local governments. The bill requires that no local government can require glazing and transparency which exceeds 35% of the ground-floor façade area, except for certain uses for which the requirements may not exceed 20%. Those uses are as follows: religious assembly or sanctuary space, medical or dental examination, treatment, or healthcare services, educational instruction or counseling, civic or nonprofit services, funeral services, lodge or meeting hall use, storage or back-of-house operations, other institutional, assembly, or service uses not primarily operated as walk-in retail, restaurant, bar, entertainment, or commercial storefront uses.

Ground-floor glazing is defined as follows: the exterior wall area of a building measured from grade to 10 feet above grade, excluding loading docks, service bays, mechanical areas, emergency exits, vehicular doors, and other functional areas that are not reasonably treated as storefront facade.

After analyzing the text of the bill and the Town of Waynesville Land Development Standards, staff determined that in most cases the Town's requirements are less than the maximum amount set by the State. The LDS requires that 50% of the façade be transparent, but that the lowest point of the windows must be no higher than 4 feet off the ground and that the top of the windows must go at least to the top of the door. While the 50% may seem more, the State calculates their 35% from the nearest adjacent grade to 10 feet above grade. Staff has provided a diagram below to demonstrate what each requirement looks like.

The minimum height for a door according to building code is 6 feet 8 inches. On a 100-foot-long building with a standard height door, the Town would only require approximately 130 square feet of windows, while the maximum the Town could allow according to the State is 350 square feet. In most cases this means that the current Town requirements are consistent with the maximums required by the State. The exception would be if a project had an exceptionally tall door, which staff believe to be a highly unlikely scenario.



Staff Recommendation

Staff recommend that the maximum glazing requirement that the state mandates be included in the Land Development Standards but not replace Waynesville's existing standards. The proposed change will act as a safeguard preventing the Town's requirements from exceeding the State's limit. The Planning Board voted unanimously to recommend the adoption of the proposed text amendment on October 19, 2026.

Consistency with the 2035 Comprehensive Plan

Staff submit that the proposed amendment is consistent with the 2035 Comprehensive Plan:

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

It is reasonable and in the public interest because it will keep the Town in compliance with the State law.

Public Notice

This public hearing was duly advertised in the Mountaineer newspaper on October 28, 2026, and November 4, 2026.

Attachments

1. Cover Sheet
2. Draft Ordinance
3. SB 445
4. Newspaper Notice
5. Planning Board Report

ORDINANCE NO. O-56-26

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

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

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

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

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

WHEREAS, the Planning Board held a public hearing on October 19th, 2026, and recommends the proposed text amendments for enactment by the Town Council; and

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

WHEREAS, after notice duly given, a public hearing was held on October 19th, 2026, at a regularly scheduled meeting of the Waynesville Planning Board, and on November 10th, 2026**,** at the regularly scheduled meeting of the Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON November 10th, 2026, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

5.10.3 Ground Level Detailing.

A. Minimize Blank Walls: Expanses of blank walls facing streets (excluding rear access drives or alleys) or public civic spaces may not exceed 20 feet in length. (A "blank wall" is a façade that does not contain transparent windows or doors.)

B. Ground-Level Glazing: Window glazing and doorways shall be the predominant features in the street-level façade. Exterior burglar bars, fixed "riot shutters," or similar security devices shall not be visible from the public right-of-way. All ground level windows shall provide direct views to the building's interior extending a minimum of 6 feet behind the window.



C. **Transparency Zone:** Glazing that is transparent under all lighting conditions shall extend from a base of contrasting material (not exceeding four (4) feet in height above the adjacent grade) to at least the height of the door head. However, spandrel or colored glass may be used above the height of the door head. Glazing shall extend from the corner of the front façade for a depth equal to:

1. Mixed-Use Buildings: At least sixty-five (65) percent of the length of building along the side street building façade.
2. Commercial Buildings: At least fifty (50) percent of the length of building along the side street building façade.
3. Commercial Buildings with Uses Greater than 100,000 sq ft: At least twenty-five (25) percent of the length of building along the side street building façade. (from 154.212.E)

The transparency zone shall not be required to exceed 35% of the ground-floor façade area (as defined in LDS 17.4) on all commercial or mixed-use buildings. The transparency zone of commercial and mixed-use buildings with the following uses shall not be required to exceed 20% of the ground-floor façade area:

- Religious assembly or sanctuary space,
- Medical or dental examination, treatment, or healthcare services,
- Educational instruction or counseling, Civic or nonprofit services,
- Funeral services,
- Lodge or meeting hall use,
- Storage or back-of-house operations,
- Other institutional, assembly, or service uses not primarily operated as walk-in retail, restaurant, bar, entertainment, or commercial storefront uses.

This maximum does not apply in the following cases:

- The North Carolina Building Code, including emergency egress, accessibility, or energy efficiency requirements.

- The North Carolina Fire Code.
- Floodplain or floodproofing requirements.
- Requirements imposed by State or federal law.
- Property located within a local historic district established under G.S. 160D-944 or an individually designated local historic landmark established under Article 9 of this Chapter.
- Property subject to review by a local historic preservation commission for a certificate of appropriateness.
- Property subject to a federal or State historic preservation review requirement, including a requirement related to the use of federal or State historic tax credits, grants, or funding.
- State or federal requirements for airport safety, military installation safety, or other public safety requirements.

D. **Canopies/Awnings:** A building canopy, awning, or similar weather protection may be provided and should project a minimum of 5 feet from the façade.

E. **Ventilation Grates and Emergency Exit Doors:** Ventilation grates or emergency exit doors located at the first floor level in the building façade, which are oriented to any public street, shall be decorative. Unless otherwise required by the building code, such grates and doors shall be located away from pedestrian spaces (sidewalks and pedestrian paths).

17.4 Definitions, General.

Ground-floor façade area. The exterior wall area of a building measured from grade to 10 feet above grade, excluding loading docks, service bays, mechanical areas, emergency exits, vehicular doors, and other functional areas that are not reasonably treated as storefront facade.

ADOPTED this _____Day of November 10th, 2026.

TOWN OF WAYNESVILLE

_____

J. Gary Caldwell, Mayor

ATTEST:

_____

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

_____

Martha Bradley, Town Attorney

GENERAL ASSEMBLY OF NORTH CAROLINA
SESSION 2025

SESSION LAW 2026-59
SENATE BILL 445

AN ACT TO PROVIDE FURTHER REGULATORY RELIEF TO THE CITIZENS OF NORTH CAROLINA

The General Assembly of North Carolina enacts:

LIMIT LOCAL GLAZING AND TRANSPARENCY REQUIREMENTS

SECTION 9.(a) Article 7 of Chapter 160D of the General Statutes is amended by adding a new section to read:

"**§ 160D-702.1. Glazing and transparency limitations.**

(a) Definitions. – The following definitions apply in this section:

(1) Glazing requirement. – Any zoning regulation, development regulation, design standard, or permitting requirement for windows, doors, storefront glass, glass block, transparent or translucent panels, faux windows, or similar facade treatments intended to satisfy a transparency or facade-opening requirement.

(2) Ground-floor facade area. – The exterior wall area of a building measured from grade to 10 feet above grade, excluding loading docks, service bays, mechanical areas, emergency exits, vehicular doors, and other functional areas that are not reasonably treated as storefront facade.

(b) General Limitation. – No local government may adopt or enforce a glazing requirement that requires glazing, transparency, windows, doors, storefront glass, faux windows, or other transparent or translucent facade materials to exceed thirty-five percent (35%) of the ground-floor facade area of a commercial or mixed-use building.

(c) Limitation for Non-Storefront Uses. – For portions of a commercial or mixed-use building used primarily for non-storefront purposes, no local government may adopt or enforce a glazing requirement that requires glazing or transparency to exceed twenty percent (20%) of the ground-floor facade area. Non-storefront uses include all of the following:

(1) Religious assembly or sanctuary space.

(2) Medical or dental examination, treatment, or healthcare services.

(3) Educational instruction or counseling.

(4) Civic or nonprofit services.

(5) Funeral services.

(6) Lodge or meeting hall use.

(7) Storage or back-of-house operations.

(8) Other institutional, assembly, or service uses not primarily operated as walk-in retail, restaurant, bar, entertainment, or commercial storefront uses.

(d) Voluntary Glazing. – The limitations in subsections (b) and (c) of this section apply only to glazing or transparency required by a local government. Nothing in this section limits glazing voluntarily provided by an owner, developer, architect, or tenant, except that a local government may not condition the approval of a development permit, special use permit, conditional use permit, variance, or other development approval upon the voluntary provision of glazing in excess of the limits in this section.

(e) Exceptions. – This section does not apply to or affect any of the following:

(1) The North Carolina Building Code, including emergency egress, accessibility, or energy efficiency requirements.

(2) The North Carolina Fire Code.

(3) Floodplain or floodproofing requirements.

(4) Requirements imposed by State or federal law.

(5) Property located within a local historic district established under G.S. 160D-944 or an individually designated local historic landmark established under Article 9 of this Chapter.

(6) Property subject to review by a local historic preservation commission for a certificate of appropriateness.

(7) Property subject to a federal or State historic preservation review requirement, including a requirement related to the use of federal or State historic tax credits, grants, or funding.

(8) State or federal requirements for airport safety, military installation safety, or other public safety requirements."

SECTION 9.(b) This section becomes effective October 1, 2026, and any development regulation that is inconsistent with G.S. 160D-702.1, as enacted by this section, on or after that date is void and unenforceable to the extent of the inconsistency. This section does not affect the validity of a development approval issued, or an application for a development approval submitted, before the effective date of this section.

To:	Waynesville Town Council
Meeting Date:	November 10th, 2026
From:	Alex Mumby, Land Use Administrator
Subject:	Planning Board Report and Statement of Consistency
Description:	Text amendment related to maximum glazing requirements
Ordinance Sections:	Land Development Standards (LDS) Chapter 5.10.3

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

A motion was made by board member Kathy LaLonde and seconded by board member John Baus to **recommend** the proposed text amendment to the Town Council because it is **in the public interest.**

The motion carried unanimously 7:0.

A motion was made by board member Kathy LaLond and board member John Baus that the proposed amendment is **consistent** with the following goals of the 2035 Comprehensive Land Use Plan:

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

- Create Walkable and attractive neighborhoods and commercial centers

The motion carried unanimously 7:0.

Travis Collins, Planning Board Vice Chair — Date: 10.30.26

Olga Grooman, Development Services Director — Date: 10-30-2026

TOWN OF WAYNESVILLE

Development Services Department
PO Box 100
9 South Main Street
Waynesville, NC 28786
Phone (828) 456-8647 • Fax (828) 452-1492
www.waynesvillenc.gov

FOR PUBLICATION IN THE MOUNTAINEER: October 28th and November 4th (Wednesday) editions

Date: October 20, 2026
Contact: Olga Grooman; T: 828-356-1172

Notice of Two (2) Public Hearings
Waynesville Town Council

The Town of Waynesville Town Council will hold two public hearings on Tuesday, November 10, 2026, at 6:00 p.m. in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

- A text amendment to the glazing and transparency requirements for commercial uses, Land Development Standards Section 5.10.3- Ground Level Detailing.
- A text amendment to the findings of fact and consistency statement requirements for major site plans and major subdivisions, Land Development Standards Sections 15.8.2 and 15.9.3.

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 11/10/2026

SUBJECT Emergency Water Interconnect Engineering Agreement and Revised Memorandum of Understanding

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number:
Department: Manager
Contact: Page McCurry, Assistant Town Manager
Presenter: Rob Hites, Southwestern Commission

BRIEF SUMMARY McGill Associates has drafted an Engineering Agreement for the "Canton, Clyde, and Waynesville Emergency Water Interconnect project. This agreement must be approved by each local government unit for the project to move forward. Additionally, the committee requests an update to the Memorandum of Understanding that was approved by each local government unit in May. The updated MOU directs coordination of pay request be split among the Towns and names two McGill employees to coordinate the project with DEQ.

MOTIONS FOR CONSIDERATION:

Approve the Interconnect Engineering Agreement with McGill Associates for the "Canton, Clyde Waynesville Water Interconnect".

Approve the updated Memorandum of Understanding as presented.

FUNDING SOURCE/IMPACT State Revolving Loan of $2,841,800 with 100% principal forgiveness.

ATTACHMENTS: Engineering Agreement and Revised Memorandum of Understanding.

MANAGER'S COMMENTS:

MEMORANDUM OF UNDERSTANDING
BETWEEN
TOWNS OF CANTON, CLYDE, AND WAYNESVILLE AND
COUNTY OF HAYWOOD
FOR A WATER SUPPLY INTERCONNECTION

This Memorandum of Understanding ("MOU") is made and entered into this ____ day of _____ 2026, by and between the TOWNS OF CANTON, CLYDE AND WAYNESVILLE (Towns) and the COUNTY OF HAYWOOD ("County").

WITNESSETH THAT:

WHEREAS, the Towns maintain water systems that contain limited storage, and encounter drops in pressure and flow resulting from ruptures in their water systems; and

WHEREAS, the region may experience extreme weather conditions that necessitate water systems purchase water from each other; and

WHEREAS it is the policy of the State of North Carolina to encourage the interconnection of regional water systems; and

WHEREAS, in 2025 and 2026 all Haywood County municipal water systems experienced failures in pressure and flow resulting in “Boil Water Notices”; and

WHEREAS, none of the water systems covered in this **Memorandum** have adequate emergency water supplies; and

WHEREAS, extension of potable water lines and other system improvements could provide an emergency water supply interconnection between the governments mentioned in this resolution; and

WHEREAS, Canton, Clyde, Waynesville and Haywood County desire to have access to an emergency water supply (Interconnection"); and

WHEREAS, Waynesville and Canton own and operate water systems capable of supplying emergency water to the Towns in this **Memorandum**; and

WHEREAS, Haywood County is a party to the Memorandum, it shall not be responsible for the operation and maintenance of any section of the interconnection; and

WHEREAS, the interconnect will open considerable land to potable water service; and

WHEREAS, the State of North Carolina requires that Waynesville and Canton report any substantial connections to their water systems, each party to this Memorandum shall seek permission from the Town of Waynesville or Canton to connect water services; and

WHEREAS, the parties to this **Memorandum** shall compensate the Town of Waynesville and/or Canton for their prevailing system development fees for any permanent connection located in their section of the interconnect; and

NOW, **THEREFORE,** in consideration of the premises stated above and the mutual promises and covenants hereinafter set forth, Canton, Clyde, Waynesville and Haywood County agree as follows:

.

Purpose. The purpose of this MOU shall be to provide for the following: a Project to construct a Canton-Clyde-Waynesville Interconnection, the funding of said Project, and the ownership and operation of the Canton-Clyde-Waynesville Emergency Interconnection to be separated in three Sections. The Interconnect is constructed to provide up to two million gallons per day (subject to the capacity of the Towns's Water Plants) of emergency potable water and other flows contracted by the Town(s).

Project. The Project shall be the work necessary to design and construct a line and associated facilities for the transfer of up to two million gallons per day (subject to the capacity of the Towns's water plants) of emergency potable water in either direction between Canton's, Clyde's and Waynesville's water supply systems, delineated below:

Section I, consisting of the following:

Section I shall be owned and maintained by Waynesville and consist of a 12" line commencing at a point where it intersects with Waynesville's system at a point near Waynesville's existing storage tank on Reservoir Drive, continues along Sunnyside Street, Raccoon Road and Ratcliff Cove Road, and terminates at the Project's Ratcliff Cove Tank. Waynesville's Section I shall extend a 12" line approximately 19,400 ft. as shown in exhibit A. Waynesville will own and maintain the pump station on Ratcliff Cove Road and the 250K-gallon water storage tank.

Section II, consisting of the following:

Section II shall be owned and maintained by Clyde and consist of a 12" line commencing at the Project's Ratliff Cove Water Tank., extending approximately 16,800 feet along Ratcliff Cove Road and Mulberry Street, terminating at the connection to Clyde's existing water system at Carolina Boulevard. This portion of the project shall include a booster pump and meter located along Mulberry Street, as described in Exhibit A. The Town of Clyde shall own and maintain the portion of the system from the Ratcliff Cove Tank to the Canton Pump Station, including the Clyde Pump Station located along Mulberry Street.

Section III.

Canton shall own and maintain the Canton Pump Station located near Carolina Boulevard, as shown on Exhibit A. Canton shall own and maintain the bi-directional booster pump station and continue to the interconnect's terminus with the existing Canton system.

Project Funding. Funding shall be provided by three State Revolving Loans totaling $17,158,338.00 at zero percent (0%) interest with 100% principal forgiveness in the amount of $7,841,800.00. The remainder of the loan is $9,316,538 and is offered at 75% principal forgiveness and 25% non-forgiven loan. The total non-forgiven loan is $2,329,134.50. The Town of Canton's non-forgiven loan amount is $1,250,000.00. The Town of Clyde's non-forgiven loan will be $1,079,134.50. Haywood County's total financial contribution to the Project shall not exceed $2,006,840 (the "County Contribution"), which amount shall serve as a firm cap and shall not be subject to increase under any circumstances.

Project Construction Budget. If the total Project cost, including design, property acquisition, legal, and construction, exceeds the estimated budget of $17,158,338, the Towns shall determine whether to proceed with the Project and shall be solely responsible for securing any additional funding required to complete the Project. Under no circumstances shall Haywood County be responsible for any cost overruns beyond the County Contribution.

Reimbursement of County Contribution. In the event the Project is suspended, abandoned, or otherwise not completed for any reason after the County Contribution, or any portion thereof, has been expended or transferred, the Towns shall reimburse Haywood County for the full amount of the County Contribution disbursed. Such reimbursement shall occur within a reasonable period of time, not to exceed one (1) year from the date the Project is determined to be suspended or abandoned, unless otherwise agreed to in writing by the County.

State Funding Acknowledgment. The Towns acknowledge that the County's contribution may be derived from State funding sources requiring repayment if the Project is not completed and agree that the obligation to reimburse the County under this section is intended to ensure the County is made whole for any such repayment obligations.

Permitting and Easement Acquisition: Canton, Clyde, Waynesville and Haywood County shall

jointly review RFQs for design services and project bids. The Town of Waynesville will be designated as "**Overall Project Manager** for grant purposes and, as such, shall be responsible for applying for all necessary permits and approval of all pay requests. Canton, Clyde and Waynesville shall be responsible for collaborating with the **Design Engineer** in the location and sizing of their sections of the line. Each Town shall be responsible for acquiring rights of way for the interconnect, booster pump(s) and tank. The parties to this Memorandum may choose to engage a right-of- way acquisition agent to act on their behalf in acquiring right-of-way. Cost of land and right-of-way acquisition shall be borne by the project budget. Administrative and legal costs will be agreed upon in advance of project design and construction which shall be borne by the project budget.

Project Construction: The interconnect project shall be bid in the manner that is the most efficient and cost effective. The Towns will choose a Project Manager who will administer the engineering contract and serve as spokesperson for the participants. Each Town Manager shall serve as **Project Manager** to coordinate design, easement acquisition and construction administration for their Section. The Manager may appoint a staff member to serve when they cannot serve in that capacity. The Project Manager shall deliver, to the other parties, copies of any proposed Change Orders within 48 hours of delivery and receipt of a proposed Change Order; the Towns shall notify the **Project Manager** of any objection to the proposed Change Order. In the event of an objection, the proposed Change Order shall not be executed until the parties give written approval. Such approval shall not be unreasonably withheld. If one party executes a Change Order without the required prior notification and other parties, the affected party shall take all reasonable actions to satisfy the objection. If such change order is rejected by all other parties, the requesting party shall bear the cost of the change order. The improvements designed and bid for this project are solely for the benefit of the interconnect and no connections for parties other than those in this **Memorandum** shall be funded through the project budget.

Construction Administrative Costs. ~~Waynesville, as designated Overall~~ Project Manager shall, charge the project budget for actual hourly costs associated with administering the grants, such as processing pay applications, processing and recording easements, preparing reports required by the State, final closeout and auditing requirements. In no event shall the Project Manager charge in excess of time and material costs incurred by the project. The Project Manager ~~It~~ shall keep a log of such costs which shall be made available to the parties to this Memorandum at their request.

Construction Administration. The project is funded through three State Revolving Loans. All requests for payment will be submitted to the Town whose section is being improved. ~~Overall Project Manager (OPM).~~ The Project Manager for that Town shall review the request and sign off on it within 48 hours. The Town will forward the contractor's request for payment and other required documents to the Division of Water Infrastructure (DWI) for reimbursement. Upon reimbursement, the Towns will pay the contractor. ~~forward the funds to the OPM to reimburse it for advancing payment to the contractor. Should the improvements to a Section be less than the Town's Loan, any remaining funds shall be pledged to the costs of the overall project.~~ Should the request for payment exceed the Town's grant/loan amount, the Project Manager will coordinate the payment request with the Design Engineer to a lot the pay request among the available funds.

Mutual Cooperation and Designated Project Managers. The parties understand and agree that the design and construction of the Project is for the mutual benefit of the parties. The parties shall fully cooperate in the Project design, permitting, and construction. The parties shall provide each other with pertinent information on issues pertaining to water supply and quality. The designated **Project Managers** shall facilitate communications generally and provide the Project Manager with information relating to their sections. The Project Manager will be responsible for calling regular meetings of the Towns and keeping them informed on the progress of the project.

Project Access and Standards Enforcement The parties shall have the right to access and inspect each section during construction and shall fully adhere to OSHA standards. Each local government may elect to have a construction inspector for their section at their own cost.

Asset Ownership. Each local government shall own and maintain the property, including real property, installed equipment, and other assets, acquired or constructed pursuant to this MOU and located within their respective section.

Metering. Waynesville and/or Canton shall read the appropriate meter(s) for determining the amount of water transferred to each municipality pursuant to this MOU and shall bill each municipality for such water. Water purchased by Clyde in order to ensure that the water in the line meets NC State standards, estimated to be 40,000 gallons per day, shall be billed according to Waynesville's and Canton's "Outside Bulk Rate. Emergency water delivered to Canton shall be billed at the same rate. Water delivered to Waynesville from Canton shall be billed at a rate of $ 4.22 per 1,000 gallons (2026-27). Each municipality shall inform the others of changes to their rates but shall not increase such rates more frequently than once per fiscal year. In no case shall each municipality increase its rates in excess of 10% annually. Waynesville shall adjust bills to Clyde for water usage sent to Canton. In cases where Waynesville requires an emergency supply of water from Canton, the meters at the booster pump stations shall be read at the time the pumping is reversed to permit flow from Canton to Waynesville. Waynesville and/or Canton shall read the appropriate meter(s) for determining the amount of water transfer to Clyde and or Canton pursuant to this MOU and shall bill Clyde for such water transfer(s). Waynesville and Canton shall have the meters tested no more than every twenty-four months and shall inform the other parties to this **Memorandum** the results of the tests. In the event that one of the tests shows more than a 5% error, Waynesville and Canton shall adjust the readings accordingly based on the error rate. Waynesville and/or Canton shall attempt to determine when change in flow may have started misreading. In no case shall Waynesville or Canton adjust the water bill to an excess of 12 months unless it fails to test the meter(s) in accordance with this Memorandum.

Emergency Water Transfers. The transfer of up to two million gallons per day of water, excluding the transmission of water to maintain the potability of the water and any contracted flows shall be made by a party to this MOU when another party has declared a water emergency, imposed mandatory conservation and user limits equivalent to Level II or higher of the Town's Water Emergency Management Plan, and requests the transfer. Such transfer may be limited by the available capacity of the Town's water plant over the life of the **Memorandum**.

Flow Interruption. The parties reserve the right to temporarily interrupt or limit the flow of water through the Canton-Clyde-Waynesville Interconnect when such interruption is necessary to respond to a public health and safety emergency within their Towns service area.

Water Rates. Canton and Waynesville shall charge its prevailing outside bulk water rate for water transferred to each other.

Water Treatment Restriction. Should the capacity of the Town(s) water treatment plants be reduced by consumption or mechanical failure, the Town shall immediately notify the parties to this **Memorandum** that it can no longer provide the quantity of emergency water stated in this **Memorandum**. Such a reduction in capacity shall require all parties to renegotiate the terms of this **Memorandum**.

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Non-Competition. Each Town shall serve as the primary supplier of water and wastewater services within the boundaries established in the Canton, Clyde, Waynesville Annexation Agreement dated _____. The Interconnect is designed and constructed to provide emergency water service to each of the Towns and is not intended to provide water to augment the water capacity of the Towns. No connections shall be made to the interconnect except those that serve the emergency needs of the Towns. In the event that one of the Towns desires to purchase flow from Canton or Waynesville, the Towns will determine if they have the capacity to sell additional water to the Town and whether the flow will inhibit the ability of the Interconnect to provide up to 2 million gallons per day of emergency water to the Towns subject to this agreement.

Subletting and Assignment. Each party shall be permitted to utilize subcontractors in performing its obligations under this MOU; however, such subcontracting shall not relieve a party of any of its obligations under this MOU. No party may assign its rights or obligations under this MOU without the prior written consent of the other parties.

Changes. This MOU shall be subject to amendment only by written mutual consent of the parties.

Term. This MOU shall remain in effect for a period of twenty years from its execution and shall thereafter automatically renew for periods of 12 months until written notice of termination is provided by either party to the other at least 180 days prior to an annual renewal date. Termination of this MOU prior to the end of the initial term shall require the mutual written consent of the parties.

Dispute Resolution; Should a dispute arise, the managers of the Towns and County shall serve as mediators of the dispute. In the event that the dispute cannot be resolved through this informal mediation, the Towns shall be look to the Haywood County Judicial System for redress.

Governing Law. This MOU shall be interpreted in accordance with the laws of the State of North Carolina.

IN WITNESS WHEREOF, the parties hereto have made and executed this Memorandum of Understanding as of the day and year first above written.

CANTON:

By: Attest:

_____ _____
Zeb Smathers, Mayor Clerk

CLYDE

By: Attest:

_____ _____
Jim Trantham, Mayor Clerk

WAYNESVILLE:

By: Attest:

_____ _____
Gary Caldwell, Mayor Clerk

HAYWOOD COUNTY:

By: Attest:

_____ _____
Kevin Ensley Chairman Clerk

AGREEMENT FOR ENGINEERING SERVICES

This **AGREEMENT FOR ENGINEERING SERVICES** dated the ___ day of _____ **2026**, is made and entered into by and between **the Town of Canton, Town of Clyde, and Town of Waynesville** (OWNER) and **McGill Associates, PA** (ENGINEER).

WHEREAS the OWNER proposes to do certain work toward the accomplishment of the project entitled **Water Interconnect Design, Bid and Construction** as described in State Revolving Fund (SRF) applications SRF-D-HEL-0003 for Canton, SRF-D-HEL-0018 for Clyde, and SRF-D-HEL-0034 for Waynesville.

The scope of work includes environmental review and FONSI documentation; planning, surveying, mapping, geotechnical investigations, utility coordination, engineering design, construction documents, cost estimates, project management, quality control, easement and property-acquisition support, and required permit applications.

The ENGINEER will also provide bidding and award assistance and construction administration, including inspections, submittal and payment reviews, change orders, punch lists, project closeout, hard-copy and digital record drawings, and full funding administration, including managing reimbursement requisitions.

WHEREAS the ENGINEER desires to provide professional engineering services as required to complete the project in accordance with this agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

SECTION 1 – GENERAL SERVICES

1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the project; serve as OWNER's professional engineering representative for the project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.

1.2 The ENGINEER shall provide necessary personnel required in performing the project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER or under their supervision and all personnel engaged in the project shall be fully qualified under North Carolina law to perform such services.

1.3 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject OWNER's right to terminate as herein provided.

1.4 The ENGINEER shall comply with existing federal, state, and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include requirements hereunder in any subcontract written by them in association with this agreement.

SECTION 2 – BASIC SERVICES

2.1 ENGINEERING REPORT / ENVIRONMENTAL INFORMATION DOCUMENT / FONSI

2.1.1 Consult with OWNER to determine the OWNER's requirements for the project and to discuss project schedules, gather initial data, coordination, and other preliminary matters

2.1.2 Review all related existing system data related to the project and assessments as required for report development.

2.1.3 Prepare Engineering Report/Environmental Information Document (ER/EID) in accordance with North Carolina Department of Environmental Quality (NCDEQ), Division of Water Infrastructure (DWI) requirements. Submit ER/EID to DWI for review and respond to DWI comments.

2.1.4 Prepare and submit the environmental review application required to obtain a Categorical Exclusion or Finding of No Significant Impact (FONSI).

2.2 DESIGN AND PERMITTING PHASE SERVICES

2.2.1 Perform existing conditions survey to include topographical and boundary surveying of proposed water tank site and booster pump station sites and any supplemental waterline routes, property owner information, existing utilities, and public rights-of-ways required to connect these project elements. This task includes the survey field work that reflects the existing conditions of the project limits for the tank and pump station sites.

2.2.2 Prepare a complete set of technical specifications, construction drawings, and bid documents to detail the character and scope of the work.

2.2.3 Review the design documents as described above with the OWNER for comments and approval throughout the design process. This shall include a 60%, 90% and 100% design submittal.

2.2.4 Assist the OWNER in securing approval of the final design documents from such governmental agencies as have jurisdiction over the project or any portion thereof. The following approvals/permits are assumed to be required for the project. Any additional permitting beyond this due to unforeseen regulatory requirements or changes in project scope would be considered additional services.

- NC Division of Water Resources, Public Water Supply Section and Water Resources
- NC Division of Water Infrastructure (DWI)
- North Carolina Department of Transportation
- US Army Corp of Engineers

2.2.5 Coordinate any subsurface and/or geotechnical investigations or similar types of testing and analysis needed for proper design within the initial scope of the project. Subconsultant costs for storage tank geotechnical borings (up to four) are included in this scope of service. Additional testing, if required, will be paid through the allowance in this contract. Any additional investigation in excess of the allowance or materials testing during construction would be paid separately and directly by the OWNER to the geotechnical testing company unless otherwise agreed to by OWNER and ENGINEER.

2.2.6 Prepare and submit to the OWNER a project cost estimate based upon the final design drawings and documents.

2.3 EASEMENT ACQUISTION ASSISTANCE

2.3.1 Assist the OWNER in identifying required easements, up to **ten** temporary and/or permanent easements are included in this scope.

2.3.2 Perform property survey as required for each identified easement, plat or exhibit development, and assist OWNER with recordation as required.

2.3.3 Assist the OWNER with development of easement document for execution by each affected property owner.

2.3.4 Easement acquisition services for a maximum of **ten** easements are included in this scope of service. Additional easements may be added via contract amendment as necessary.

2.3.5 As directed by the OWNER, contact the identified real property owner to discuss the details of the OWNER acquiring an easement. Utilize an independent contractor (subconsultant) to negotiate with the real property for the OWNER's acquisition of the easement. The ENGINEER cannot guarantee the OWNER and property owner will agree to execute the easement agreement.

2.4 BIDDING AND AWARD PHASE SERVICES

2.4.1 Assist the OWNER in advertising the project for competitive bids. Advertisement publication costs to be paid separately by the OWNER.

2.4.2 On behalf of the OWNER respond to prospective bidders' request for information (RFI) and questions and prepare project addenda as necessary.

2.4.3 Assist the OWNER with receiving, opening and evaluating bids for the project.

2.4.4 Consult with and advise the OWNER as to the acceptability of bidders/contractors, subcontractors, and equipment suppliers and provide documentation to assist the OWNER in selecting the lowest responsive, responsible bidder for the contract. It is assumed this project will be performed under multiple contracts. Up to three (3) formal construction contracts are included in the scope of work, with a maximum of two bid openings per contract.

2.4.5 Compile and submit all pertinent bid information to NCDWI for review and Authority to Award approval.

2.4.6 Assist the OWNER in the final preparation and execution of construction contracts and in checking Performance and Payment Bonds and Insurance Certificates for compliance.

2.4.7 Schedule preconstruction conferences with the OWNER, Contractors, ENGINEER and all other applicable parties to ensure discussion of all matters related to the project.

2.5 CONSTRUCTION ADMINISTRATION and OBSERVATION PHASE SERVICES

2.5.1 Provide periodic project observation as needed to monitor the progress and quality of the executed work and to determine in general if the work is proceeding in accordance with the Contract Documents, and during such visits and on the basis of on-site observations as an experienced and qualified design professional, keep the OWNER informed of the progress of the work, endeavor to guard the OWNER against defects and deficiencies in the work of the Contractor(s) and notify owner of work failing to conform to the Contract Documents. An average of three (3) site visits per week during active construction is included in this scope for an estimated 420-day construction period covering up to three construction contracts.

2.5.2 Schedule and attend monthly progress meetings with the contractor(s) and the OWNER as required.

2.5.3 Prepare project work change directives, field work directives and change orders as required to facilitate the project schedule during construction of the project. If required provide special inspection or testing of the work if necessary.

2.5.4 Review and approve shop drawings, diagrams, illustrations, brochures, catalog data, schedules and samples, the results of tests and inspections and other data which any Contractor is required to submit, and receive and review schedules, guarantees, bonds and certificates of inspection which are to be assembled by the Contractor(s) in accordance with the Contract Documents.

2.5.5 Based on on-site observations as an experienced and qualified design professional and on review of the Contractor(s) applications for payment and supporting data, provide the following: Determine the amount owed to the Contractor(s) and recommend payment by the OWNER to the Contractor(s) in such amounts; Confirm that the work has progressed to the point indicated and that to the best of their knowledge, information, and belief that the quality of the work is in accordance with the Contract Documents. This assumes that the Contractor will submit a monthly request for payment as the project progresses.

2.5.6 Conduct a final inspection with applicable parties to determine if the project has been completed in accordance with the Contract Documents and if each Contractor has fulfilled all their obligations thereunder so that the ENGINEER may recommend to the OWNER final payment to each Contractor.

2.5.7 Provide or make available all project files and information required for project closeout.

2.5.8 Prepare for the OWNER a set of reproducible record prints of drawings showing those changes made during the construction process, based on the marked-up prints, drawings and other data furnished and supplied by the Contractor.

2.5.9 Assist the OWNER in assuring that the one (1) year warranty period for the construction work is complied with.

2.6 EMERGENCY RESPONSE PLAN

2.6.1 Develop an Emergency Response Plan for the OWNER in accordance with NCDEQ/DWI requirements.

2.7 FUNDING ADMINISTRATION

2.7.1 Assist OWNER with completion and submission of all NCDWI loan/grant agreement documents.

2.7.2 Prepare monthly requisitions of reimbursement and supporting detail required by NCDWI for electronic payment distribution.

2.7.3 Assist OWNER with Davis-Bacon and Build America, Buy America (BABA) contract provisions and wage interviews.

2.7.4 Assist OWNER with development and submission of close-out documents as required by NCDWI.

SECTION 3 – ADDITIONAL SERVICES

If authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this agreement.

3.1 Additional services resulting from significant changes in general scope of the project or its design including, but not limited to, changes in size, complexity, or OWNER's schedule.

3.2 Revising previously approved studies, reports, design documents, drawings, or specifications, when such revisions are due to causes beyond the control of the ENGINEER.

3.3 Preparing environmental surveys, assessments or reports, including, but not limited to, biological and archaeological surveys, wetlands delineations, flood studies or certifications, or any other environmental site assessments or investigations not specifically included on scope of work.

3.4 Providing field surveys and legal descriptions to assist the OWNER in obtaining any right-of-way easements or real property from private bodies, entities, or persons necessary for satisfactory construction of the project not specifically included in scope of work.

3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the project.

3.6 Additional services in connection with the project, including services normally furnished by the OWNER and services not otherwise provided for in this agreement.

3.7 Preparing applications and assisting OWNER with regulatory permits or approvals other than those listed in Paragraph 2.2.4 of this Agreement.

SECTION 4 – OWNER'S RESPONSIBILITIES

The OWNER shall:

4.1 Provide full information as to its requirements for the project.

4.2 Assist the ENGINEER by placing at their disposal all available information pertinent to the project including previous documents and any other data relative to the project.

4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, railroad and road right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing their services under this agreement.

4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform their services under this agreement.

4.5 Designate a person to act as OWNER's representative with respect to the work to be performed under this agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this agreement.

4.6 Examine all sketches, estimates, specifications, drawings, proposals, and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.

4.7 Provide such legal, accounting and insurance counseling services as may be required for the project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.

4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the project.

4.9 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this agreement or other services as required.

4.10 Bear all costs incident to compliance with the requirements of this Section 4.

SECTION 5 - PERIOD OF SERVICES

5.1 Unless this agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein.

5.2 If the project is delayed significantly for reasons beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this agreement shall be subject to renegotiation.

SECTION 6 - PAYMENT TO THE ENGINEER

6.1 PAYMENT FOR BASIC SERVICES

6.1.1 The OWNER will pay the ENGINEER for Basic Services outlined in Section 2 the following fees:

2.1	ER / EID / FONSI (lump sum)	$65,000
2.2	Design/Permitting (lump sum)	$1,280,000
2.2.5	Geotechnical Investigation (hourly, MNTE)	$70,000
2.3	Easement Acquisition Assistance (hourly, MNTE)	$200,000
2.4	Bidding and Award (lump sum)	$20,000
2.5	Construction Administration & Observation (lump sum)	$1,000,000
2.6	Emergency Response Plan (lump sum)	$70,000
2.7	Funding Administration (hourly, MNTE)	$218,600

Hourly, maximum not-to-exceed (MNTE) services will be paid to the ENGINEER by the OWNER up to the MNTE fee based on actual time spent and expenses incurred by principals, employees and subconsultants of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule and annual adjustments by the ENGINEER of the Basic Fee Schedule.

6.2 PAYMENT FOR ADDITIONAL SERVICES

6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals, employees and subconsultants of the ENGINEER assigned to the project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

6.3 TIMES OF PAYMENT

6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly statements for all services rendered under this agreement.

6.4 GENERAL

6.4.1 If the OWNER fails to make any payment due the ENGINEER because of their services and expenses within sixty (60) days after receipt of the ENGINEER's bill therefore, the ENGINEER may, after giving seven (7) days written notice to the OWNER, suspend services under this agreement until they have been paid in full all amounts due them because of their services and expenses.

6.4.2 If the agreement is terminated, at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER because of services rendered shall constitute total payment for services rendered. If this agreement is terminated during any phase of the Basic Services, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER shall be paid for services rendered on the basis of their reasonable estimate of the portion of such phase completed prior to termination. In the event of termination, except for termination due to breach of the terms and conditions of the agreement by ENGINEER, the ENGINEER will be paid for any unpaid reasonable reimbursable expenses.

6.4.3 If, prior to termination of this agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three (3) months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of their service, except for suspension of work due to breach of the terms and conditions of the agreement by ENGINEER.

SECTION 7 - GENERAL CONDITIONS

7.1 TERMINATION

7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner their obligations under this agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this agreement; or if the services called for in this agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this agreement or any task or phase of work being performed herein by providing thirty (30) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination. Termination of the agreement by OWNER pursuant to

this paragraph 7.1.1 shall not limit the OWNER's right to pursue any legal or equitable remedy for damages available under the law.

7.2 OWNERSHIP OF DOCUMENTS

7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale.

7.3 OPINIONS OF PROBABLE COST

7.3.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his opinions of probable cost (cost estimates) for cost for the Project provided for herein are to be made on the basis of their experience and qualifications and represent their best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the project construction cost will not vary from cost estimates prepared by them.

7.4 INSURANCE AND CLAIMS

7.4.1 The ENGINEER will secure and maintain such insurance as will protect him and the OWNER from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of their employees or of any person other than their employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars ($1,000,000) and shall name the OWNER as an additional insured.

7.5 SUCCESSORS AND ASSIGNS

7.5.1 The OWNER and the ENGINEER each binds themself and their partners, successors, executors, administrators and assigns to the other party of this agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer their interest in this agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

7.6 ENTIRE AGREEMENT

7.6.1 This agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, or modified by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have made and executed this agreement as of the day and year first written above.

McGILL ASSOCIATES, PA

By: _____
Mike Waresak, PE
Senior Project Manager

McGILL ASSOCIATES, PA

By: _____
Mark Cathey, PE
Vice President

TOWN OF WAYNESVILLE

(SEAL)

By: _____
Amie Owens, Town Manager

This instrument has been preaudited in the manner required by GS 159-28

_____
Finance Officer (Town of Waynesville)

ATTEST:_____

TOWN OF CANTON

(SEAL)

By: _____
Zeb Smathers, Mayor

This instrument has been preaudited in the manner required by GS 159-28

_____
Natalie Walker, Finance Officer (Town of Canton)

ATTEST:_____

TOWN OF CLYDE

(SEAL)

By: _____
Jim Trantham, Mayor

ATTEST:_____

This instrument has been preaudited in the manner required by GS 159-28

_____
Joy Garland, Finance Officer (Town of Clyde)

ATTACHMENT A

BASIC FEE SCHEDULE

July 2026

PROFESSIONAL FEES	I	II	III	IV
Senior Principal	$345			
Principal – Regional Manager – Director	$275	$290	$315	$325
Practice Area Lead	$245	$270	$305	$325
Senior Project Manager	$240	$265	$305	$320
Senior Engineer	$240	$265	$305	$320
Project Manager	$210	$230	$245	$255
Senior Project Engineer	$210	$230	$245	$255
Project Engineer	$175	$190	$200	$210
Engineering Associate	$145	$155	$165	$170
Planner- Consultant – Designer	$145	$160	$180	$200
Engineering Technician	$130	$145	$155	$165
CAD Operator – GIS Analyst	$110	$120	$135	$145
Construction Services Manager	$195	$215	$225	$235
Construction Administrator	$145	$165	$180	$195
Construction Field Representative	$125	$135	$150	$155
Project Administrator	$110	$130	$135	$155
Funding-Financial Service-Manager	$225	$240	$250	$260
Grant Administrator	$135	$150	$160	$175
Environmental Specialist	$115	$125	$130	$135
Administrative Assistant	$90	$100	$110	$125
Survey Party Chief	$115	$130	$140	$160
Survey Field Technician	$95	$100	$105	$110

EXPENSES

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

ASSOCIATED SERVICES

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

TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
November 10, 2026

SUBJECT: Consideration of Exception to Sewer Use Ordinance Annexation Requirement – 11 Palmer Hill Drive

AGENDA INFORMATION:

Agenda Location: New Business
Department: Public Works
Contact: Laura Yonkers
Presenter: Laura Yonkers

BRIEF SUMMARY: The Town of Waynesville Public Works Department is requesting Town Council approval of an exception to the annexation requirement outlined in the Town's Sewer Use Ordinance for the property located at 11 Palmer Hill Drive.

The Town initiated discussions with the property owner to obtain a sewer easement across her property for the installation of an 8-inch sewer line to provide wastewater service to the proposed Balsam Edge subdivision located on Howell Mill Road.

During these discussions the property owner requested that she not be required to annex into the Town of Waynesville as a result of this installation, including tying the property into the sewer system, in exchange for granting the necessary sewer easement.

Staff is requesting Council consideration of this exception and allow the proposed sewer infrastructure project to proceed as planned.

DISCUSSION:

The proposed 8-inch sewer line is necessary to provide wastewater service to the Balsam Edge subdivision. The planned sewer alignment requires an easement across the property located at 11 Palmer Hill Drive.

The Town approached the property owner to secure the easement, which would allow the Town to construct and maintain the sewer infrastructure necessary to serve the subdivision.

Key considerations include:

- **Infrastructure Needs:** The easement provides the Town with the necessary access to install an 8-inch sewer line to serve the Balsam Edge subdivision.
- **Project Design:** Without the proposed easement, the Town would need to evaluate an alternative sewer alignment and potentially redesign portions of the project.

- **Potential Additional Costs:** Redesigning the sewer alignment could result in additional engineering expenses, construction costs, and project delays.
- **Benefit to the Town:** Securing the easement allows the Town to proceed with the planned sewer improvements while avoiding the need to investigate alternative routes.

Staff recommends that Town Council approve an exception to the annexation requirement for 11 Palmer Hill Drive in recognition of the previous agreement and the benefit the easement provides to the Town's wastewater infrastructure.

MOTION FOR CONSIDERATION: Move to approve an exception to the annexation requirement of the Town of Waynesville Sewer Use Ordinance for the property located at 11 Palmer Hill Drive, contingent upon the property owner granting the necessary sewer easement for installation and maintenance of the proposed 8-inch sewer line serving the Balsam Edge subdivision, subject to confirmation of the Town's legal authority to grant the exception.

FUNDING SOURCE/IMPACT: No direct funding is requested as part of this action. Approval of the exception would allow the Town to proceed with the proposed sewer alignment and potentially avoid additional engineering, redesign, and construction costs associated with an alternative route.

Miller

Charam Miller , Interim Finance Director

11/04/24

Date

ATTACHMENT:

1. Proposed Sewer Easement Agreement

MANAGER'S COMMENTS:

Sec. 58-277. Requests for connections to, extension of sewer lines outside town limits.

(a) All requests for connection to or extensions of sewer lines from the present sewer system of the town outside the corporate limits of the town shall be writing and shall be addressed to the Town Council.

(b) A written petition for voluntary annexation which meets the requirements of G.S. ch. 160A art. 4A for the particular piece of property in question shall accompany all written requests for connections to or extensions of sewer lines outside the corporate limits of the town. The petition shall be addressed to the Town Council and shall comply in all respects with the then-existing annexation laws of the state.

(c) The Town Council shall have 180 days from the date of submission of the voluntary petition for annexation to the Town Council within which to commence the annexation process.

(d) The Town Council may accept or reject a written request for extension of sewer lines outside the corporate limits of the town without regard to whether or not it accepts the property in question for annexation; however, if the Town Council rejects the written request for connection to or extension of the town sewer lines outside the corporate limits of the town, the Town Council shall also automatically reject the petition for annexation.

(Ord. No. 13-07, § 11.2, 5-10-2007; Ord. No. O-28-24, § 2, 6-11-2024)

TOWN OF WAYNESVILLE, NORTH CAROLINA

RESOLUTION NO. R-25-26

RESOLUTION AUTHORIZING A LIMITED SEWER CONNECTION AND WAIVER OF ANNEXATION REQUIREMENTS FOR 11 PALMER HILL

(Haywood County PIN 8616-42-7327)

WHEREAS, Dawn Jones Marshall has requested authorization to extend and connect to the Town of Waynesville sewer system for the property identified by Haywood County PIN 8616-42-7327 (the "Property"). The request identifies the site as 11 Palmer Hill Lane, while the revised sewer utility easement identifies it as 11 Palmer Hill Drive; and

WHEREAS, the Property is represented to be outside the Town's corporate limits, and Sections 58-276 and 58-277 of the Town Code address sewer connections and requests for sewer service or extensions outside the corporate limits, including annexation-related requirements; and

WHEREAS, the Town Attorney has advised that an express resolution of the Town Council is required to authorize the requested connection and grant any waiver of applicable ordinance requirements concerning sewer connections and annexation; and

WHEREAS, the revised easement submitted for the Property would grant the Town permanent utility rights and construction access for the sewer facilities, subject to its final execution, acceptance, and recording; and

WHEREAS, the Town Council finds that a limited, parcel-specific authorization is appropriate, subject to the conditions stated in this Resolution, and that this action should not be construed as annexing the Property or waiving requirements for any other property or future service request.

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

1. **Limited approval.** The Town Council approves the request to extend sewer facilities to and provide a sewer connection for the Property identified by PIN 8616-42-7327, subject to this Resolution and applicable Town engineering, construction, permitting, inspection, and utility requirements.
2. **Express, limited waiver.** To the extent Sections 58-276 and 58-277 of the Town Code would otherwise require a voluntary annexation petition, commencement or completion of annexation, or another annexation-related prerequisite as a condition of the specific sewer extension and connection approved here, the Town Council expressly waives those requirements for this Property and this connection only. This waiver is granted by this Resolution and is limited to the extent necessary to authorize the approved request.
3. **No annexation.** This Resolution does not annex the Property, change the Town's corporate limits, or require the Town to annex the Property. The Property remains outside the corporate limits unless annexed by a separate process authorized by law.
4. **Easement condition.** The approval is conditioned on the owner executing, and the Town accepting, a final sewer utility easement substantially consistent with the revised easement presented to the Town Council, in a form approved by the Town Attorney, and recording that easement in the Haywood County Registry before construction or connection, as applicable. Before recording, Town staff shall confirm the correct situs address against the County's property records. The easement must provide the permanent utility rights and access reasonably required by the Town.

5. Other requirements remain. The owner remains responsible for applicable application requirements, design and construction costs, connection and inspection fees, user charges, permits, and compliance with Town standards. Town staff shall confirm sewer capacity, technical feasibility, required approvals, and completion of applicable requirements before authorizing construction or service. This Resolution waives no requirement except the annexation-related prerequisites expressly described in Section 2.

6. Limited effect. This Resolution applies only to the specific sewer extension and connection for the Property identified by PIN 8616-42-7327. It creates no right to additional capacity, laterals, expansions, or service to other property and does not restrict any future annexation action the Town may take in accordance with applicable law.

7. Implementation. The Town Manager is authorized to accept and execute the final easement on behalf of the Town after approval as to form by the Town Attorney and to direct staff to administer the approved sewer extension and connection consistent with this Resolution.

8. Effective date. This Resolution is effective upon adoption.

ADOPTED this _____ day of _____, 2026.

TOWN OF WAYNESVILLE	**ATTEST**
_____	_____
Mayor	Town Clerk

COUNCIL VOTE

Motion by: _____ Second by: _____

Ayes: _____ Nays: _____

Abstain / absent: _____