

Town of Waynesville, NC

Town Council Regular Meeting

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

Date: October 28th, 2025 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

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

2.
 - a. October 14, 2025 Regular Meeting Minutes
 - b. Budget Amendment for the Fire Department
 - c. Budget Amendment for the Waynesville Public Arts Commission-DWC
 - d. Budget Amendment for the Waynesville Public Arts Commission-HCAC
 - e. Budget Amendment for the Fire Department
 - f. Recommendation to Haywood County Commissioners of Noah Ball to the ETJ vacancy on the Waynesville Planning Board.
 - g. Proposed update to the *Town of Waynesville Boards and Commissions Manual* regarding alternate vacancy appointments.
 - h. Budget Amendment for Police Department
 - i. Approval of CLG Grant

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. National First Responders Day Proclamation

- Mayor Gary Caldwell

F. PRESENTATION

4. Adoption of Amendments to Tree Ordinance
 - Kay Kirkman, Environmental Sustainability Board

Motion: Accept the presentation and, after discussion, approve the ordinance

5. Waynesville Public Art Commission Presentation
 - Candace Poolton, Town Clerk and George Kenney, WPAC Chairman

G. NEW BUSINESS

6. Approval of Proposal for HR Consulting Services with Lisa DeLane Huneycutt for a Compensation Study focused on Public Works Positions within the Water Treatment, Sewer Treatment, and Electric Divisions.
 - Page McCurry, Human Resources Director

Motion: To approve the proposal for HR Consulting Services with Lisa DeLane Huneycutt for a Public Works Compensation Study, as attached, for a total estimated cost of \$10,000 plus minimal expenses to be divided equally among the Water Fund, Sewer Fund, and Electric Fund.

7. Formation of a 501(c)3 nonprofit as an extension of the Downtown Waynesville Commission
 - Beth Gilmore, Downtown Waynesville Commission Executive Director

Motion: To approve Articles of Incorporation prepared by Town Attorney Bradley for the formation of a 501(c)3 nonprofit, "Friends of Downtown Waynesville," as an extension of the Downtown Waynesville Commission.

H. COMMUNICATION FROM STAFF

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

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

J. ADJOURN



TOWN OF WAYNESVILLE

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16 South Main Street
Waynesville, NC 28786
Phone (828) 452-2491 • Fax (828) 456-2000
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2025 CALENDAR

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

2025	
Frid, October 31	Treats on the Street
Sat, November 1	Hazelween
Tues. November 11	NO COUNCIL MEETING-Veterans Day
Tues. November 18	Town Council-Special Called Meeting
Sat. November 22	Christmas Tree Lighting
Tues. November 25	Town Council Meeting – CANCELLED
Thurs and Fri Nov 27, 28	Town Offices Closed-Thanksgiving
Monday, December 1 st	Christmas Parade
Monday, December 7	Hazelwood Christmas Parade
Tues. December 9	Town Council Meeting – Regular Session
Wed-Fri, Dec 24, 25, 26	Town Offices Closed-Christmas

Board and Commission Meetings – October 2025

ABC Board	ABC Office – 52 Dayco Drive	October 21st 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 14th 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	Every Other Month-November 18th 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Town Hall – 9 South Main Street	October 21st 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Public Services-129 Legion Drive	October 2nd 1 st Thursday 4:30pm
Historic Preservation Commission	Town Hall – 9 S. Main Street	October 1st 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	October 20th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	October 9th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	October 20th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	October 22nd 4 th Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
October 14, 2025

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, October 14, 2025, at 6:00pm in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:01 pm with the following members present:

Mayor Gary Caldwell
Councilmember Jon Feichter
Councilmember Anthony Sutton
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Deputy Manager
Candace Poolton, Town Clerk/Assistant to the Manager
Martha Bradley, Town Attorney
Luke Kinsland, Recreation Director
Tyler Anderson, Stormwater Management Coordinator
Olga Grooman, Assistant Development Services Director
Elizabeth Teague, Development Services Director
Ricky Bourne, Public Services Director
Ian Barrett, Finance Director
Fire Chief Chris Mehaffey
Assistant Fire Chief Cody Parton
Page McCurry, Human Resources Director
Brittany Angel, Assistant Human Resources Director

The following members of the media were present:

Paul Nielsen, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Council meeting is October 28th and Apple Harvest Festival is October 18th. He introduced a representative with Dick's Sporting Goods who then presented a \$50,000 check to the Recreation Department to be used to rebuild Dutch Fisher.

B. PUBLIC COMMENT

Ashley Nesbitt- Ms. Nesbitt said her son's softball field has been rebuilt, but her daughter's has not. She requested that Council approves Mackey's presentation

Andria Richardson- Ms. Richardson said she was born and raised in Haywood County and her daughter still doesn't have a field to play softball. She said her son's softball field has been rebuilt, but her daughter's has not. She said Waynesville's facilities are lacking and she would like a clear project timeline for the reconstruction of Dutch Fisher field and said she'd like to have it done before the spring softball season.

Matt Allen- Mr. Allen introduced himself as the Director of Professional Development and Government Affairs with the Land of Sky Association of Realtors. He said they work with local government to track laws in communities. He said they analyze comprehensive plans, conduct community surveys, and more. He added that the organization is community oriented and recently donated \$400,000 to support Haywood County flood efforts.

C. ADDITIONS OR DELETIONS TO THE AGENDA

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

D. CONSENT AGENDA

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

2.
 - a. Motion to approve the September 23, 2025 Regular Meeting Minutes
 - b. Motion to Call for a Public Hearing for November 18, 2025, to consider text amendments to Flood Damage Prevention Ordinance, Land Development Standards (LDS 12.3.3.B).
 - c. Motion to Call for a Public Hearing for November 18, 2025, to consider a request for annexation for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).
 - d. Motion to Call for a Public Hearing for November 18, 2025, to consider a map amendment (rezoning) for the 5.48-acre parcel at 1399 Plott Creek Rd, Waynesville, NC (PIN 8605-32-8929).
 - e. Motion to approve the Budget Amendment for the Parks and Recreation Department
 - f. Motion to approve the Budget Amendment for the PW Salaries
 - g. Motion to approve the Budget Amendment for the Fire Department
 - h. Motion to approve the Budget Amendment for the Waynesville Police Department
 - i. Motion to approve the request from the HR Department to update to the Town of Waynesville Personnel Policy.
 - j. Motion to approve the Windows 10 End of Life Maintenance Budget Amendment No. 15
 - k. Motion to appoint Carolyn Kemmett to the Waynesville Public Art Commission

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

E. PROCLAMATION

3. Pregnancy and Infant Loss Awareness Month Proclamation

- Mayor Gary Caldwell

Mayor Caldwell invited Councilmember Freeman to read the proclamation, proclaiming October Pregnancy and Infant Loss Awareness Month.

F. PRESENTATIONS

4. Review of Council Requested information on Sales tax

- Ian Barrett, Finance Director & Page McCurry, HR Director

Finance Director Ian Barrett presented a review of sales tax distribution and investment interest since the numbers from fiscal year 2025. He said they budgeted \$4 million for sales tax distributions, and the actual sales tax made was \$4,775,537.26. He reminded Council that sales tax distributions go into a NC Capital Management trust account, where interest is paid out monthly. Mr. Barrett said the interest made last fiscal year from all funds was \$520,000, and they received \$628,869.29. He said the total amount collected over budget between the investment income and sales tax was \$204,406.65. Ms. McCurry said given the amount collected, Council, should they so choose, would be able to divert some funds to increase the annual employee appreciation bonus from \$500 to \$1000 for full time staff and increase part time bonuses from \$100 to \$200, which would cost \$105,225. Councilmember Sutton reminded Council that staff only received a 1% COLA last year. Councilmember Freeman said they could split the difference and spend some on the ball field and the rest on staff. Councilmember Sutton said he'd like to provide an additional amount to staff.

5. Presentation by Mackey McKay

- Mackey McKay

Mr. McKay said he spoke with the Little League board, parents, and supporters. He proposed that Council turn over the reconstruction of Dutch Fisher field to Mountaineer Little League. He said the Town's contribution to the project would be \$100,000, \$50,000 for flood damage repair, and \$50,000 for maintenance that was overdue. Councilmember Sutton asked the Town Manager and Attorney if they legally have to put the project out to bid. Ms. Bradley said bid process would depend on what the town is hoping to accomplish with FEMA- if they want to be reimbursed then the town has to carry out the bid process according to FEMA's requirements. She added that if the town is not interested in being reimbursed, she would have to research on the legalities of deputizing public funds to a non-profit. She said there are legal concerns and potential complications, but she would like to see the Mountaineer Little League's proposal. Mr. McKay asked if the Town could give a grant to non-profits, and Councilmember Sutton said that is illegal. Councilmember Freeman said she has a lot of experience managing a non-profit, and it can be done, but they need to figure out how to do it legally first. Town Manager Hites said that Mr. McKay needs to give Council a unit price take off, and he can't use a non-profit as a subterfuge to build something for a private company, as it is illegal. He said if a non-profit purchases supplies, uses volunteers, and possibly hires a low-cost subcontractor, that would be closer to legal. Councilmember Fiechter asked what the construction would look like and what would it take to do to duplicate the Elks field? Mr. McKay said it will take \$100,000 from the town, and input

from 30 entities. Councilmember Feichter asked if the Town could do the work with the Mountaineers support and referenced the Kiwanis playground project. Town Manager Hites said they need to do a very strict MOA with the Mountaineer Little League that has specifics on what they'll do, such as recladding the press box, prime and paint, add 40 cubic yards of sand clay mixture, etc. He reiterated that the \$50,000 grant from Dick's can only be used for the field. Councilmember Freeman said the Town has \$204,000 from the sales tax revenues, they should be able to cover the construction.

A motion was made by Councilmember Feichter, seconded by Councilmember Sutton, to move forward with the reconstruction of Dutch Fisher field in the amount of \$100,000, with the particulars to be worked out by staff and the Town Attorney. The motion passed unanimously.

Mr. McKay said the Little League doesn't have an attorney, so he said they will work with the Town of Attorney and Ashely Nesbitt volunteered to be the representative for the Little League.

At Council's direction, Mr. Barrett presented a budget amendment that showed \$203,350 allocated for staff bonuses and an additional \$15,556 to cover the FICA. Mr. Barrett offered to email Council a quarterly sales tax distribution.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to approve a budget amendment of \$218,906.28 to provide an additional \$1000 bonus to full time staff for a total of a \$1500 bonus and \$200 for part time staff. The motion passed unanimously.

6. Public Presentation on the Town of Waynesville's Stormwater Program, General Stormwater Issues, and Erosion and Sedimentation, as Required by the NPDES Permit.

- Tyler Anderson, Stormwater Coordinator, Development Services, Christine O'Brien, Haywood Waterways, Olga Grooman, Development Services

Stormwater Coordinator Tyler Anderson, presented the annual stormwater presentation.

Christine O'Brien with Haywood Waterways said the #1 pollutant in WNC is sediment, but nationwide it's stormwater. She said that large impervious surfaces cause a large pulse of rainwater over short amount of time to build energy which causes streambank erosion. Ms. Anderson said that a 45% angle of streambanks that are planted help cutdown on runoff into streams. She said residents can help prevent runoff by pointing downspouts onto laws, planting trees and shrubs along streams, and installing retention ponds/ rain gardens.

Assistant Development Services Director Olga Grooman presented the audit results for the stormwater management program and permit. She said the audit is required by the National Pollutant Discharge Elimination System Permit (NPDES) issued by the NC Department of the Environmental Quality (NC DEQ) to the Town on August 19, 2021. She explained that the permit is valid for five years and the purpose of the permit is to manage stormwater runoff, reduce the discharge of pollutants, and protect water quality within the Town's jurisdiction. She said the auditor said the Town of Waynesville scored the highest out of 17 other audits they did that year.

G. NEW BUSINESS

7. Proposed update to the *Town of Waynesville Boards and Commissions Manual* regarding Zoning Board of Adjustment vacancy appointments.
 - Olga Grooman, Assistant Director of Development Services

Assistant Director of Development Services Olga Grooman reported that on September 23, 2025, the Council directed staff to draft revisions to the *Town of Waynesville Boards and Commissions Manual* to clarify procedures for the Zoning Board of Adjustment regarding vacancies and alternates. Staff collaborated with the Town's Attorney, Martha Sharpe Bradely, to develop the proposed revisions. She outlined the primary change that says vacancies on the Zoning Board of Adjustment will be filled by alternates based on seniority, and new members will be appointed as alternates, unless no alternates are currently serving, in which case the Town Council may appoint them as regular members. She added that alternates filling a vacancy on the Zoning Board of Adjustment will serve the remainder of the original member's term, regardless of their own initial appointment term, which aligns with the general vacancies policy outlined in the manual. She read the proposed change verbatim. Councilmember Feichter said the policy should apply to any board that has alternates.

A motion was made by Councilmember Feichter, seconded by Councilmember Freeman, to adopt the proposed revisions to the Town of Waynesville Boards and Commissions Manual as presented and apply it to any board that has alternates. The motion passed unanimously.

8. Approval of Construction Contract for Bi-Lo Pavilion Reconstruction
 - Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland reported that the Bi-Lo Pavilion was destroyed during hurricane Helene, and the Town solicited bids for its reconstruction. After reviewing all submissions, he said the lowest bid was deemed non-responsive due to missing required documentation and the absence of a construction timeline. He said that staff recommends awarding the contract to Enterprises G as the next lowest responsive and responsible bidder, with a proposed total cost of \$103,000 and an estimated completion timeline of six weeks from the start date. Mr. Kinsland said the new pavilion will match the existing design used at Obama-King Park, ensuring consistency and uniformity across Town facilities, and that it will feature a metal roof, recessed lighting, and similar architectural style. He said to help cut costs, Town crews will complete electrical conduit installation to the site as part of in-house work.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the construction contract with Enterprises G in the amount of \$103,000 for the reconstruction of the Bi-Lo Pavilion, with a project completion timeline of six weeks from the start date, and to authorize Town staff to execute the necessary contract documents. The motion passed unanimously.

9. Recommendation to Award Contract for Parks and Recreation Master Plan Professional Services
 - Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland reported that The Town of Waynesville issued a Request for Proposals (RFP) for professional planning services to prepare a new Parks and Recreation Master Plan. He said that multiple

proposals were received and evaluated per North Carolina General Statute requirements. While Withers-Ravenel submitted the next to lowest bid at \$75,000 (within \$3,000 of the lowest proposal), he said staff recommends awarding the contract to Withers-Ravenel based on several key factors, including proximity to the region, demonstrated experience with visitor and tourism enhancement in alignment with the awarded TDA grant, and their active engagement throughout the selection process via phone consultations and an on-site parks tour.

He emphasized that Withers-Ravenel's proposal meets all requirements and proposed timelines and after further discussion with staff, the scope was enhanced to include:

- Two (2) community workshops/open houses
- Two (2) Town Council work sessions (in addition to the final adoption presentation)

He explained that the addition of these public engagement sessions adjusted the total project cost from \$75,000 to \$82,000 and those additional services can be subtracted if deemed necessary. Mr. Kinsland said the funding will be supported by the \$75,000 TDA grant and approximately \$29,000 in funds raised from the Rec Jam fundraiser, and any remaining funds will be available for potential plan enhancements as the project progresses. Mr. Kinsland added that having a Master Plan is that many grants require a Master Plan be in place. Will Cauthen with Withers-Ravenel introduced the company and staff that will be working on the project.

Councilmember Sutton asked if the steering committee has been created yet and Mr. Kinsland said they will send invitations out shortly.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to recommend award of contract to Withers-Ravenel in the amount of \$82,000 to conduct professional services for the development of the Town of Waynesville Parks and Recreation Master Plan, and to authorize staff to proceed with execution of the agreement and related documents per North Carolina General Statutes. The motion passed unanimously.

10. Amendment to Solid Waste Fee Schedule – Addition of Cart Replacement and Purchase Fees

- Hutch Reese, Deputy Director of Operations

Deputy Director of Operations Hutch Reese reported that according to the Town ordinance, the Town retains ownership of rollout containers which are initially provided, free of charge, for solid waste and recycling collection services. He said the ordinance specifies that "Repair or replacement of containers for any reason, excluding normal wear and tear, shall be the responsibility of the customer unless the damage necessitating such repair or replacement is determined to be a direct result of the negligence of the town and/or its contractor". He said, by following the ordinance, resident's will be charged the can replacement, which is at cost, and then a \$25 administrative fee. He said it comes down to following the ordinance already in place.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the amendment to the Solid Waste Fee Schedule to include the cart replacement and purchase fees as proposed. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to authorize staff to update the published Solid Waste Fee Schedule to reflect the approved changes. The motion passed unanimously.

11. Budget Amendment for Fire Department

- Assistant Fire Chief Cody Parton

Assistant Fire Chief Cody Parton reported that the Fire Department is seeking a budget amendment for \$11,500 from the fund balance to ensure mental health care services can be provided to members. He said there's been a recent increase in out-of-pocket costs because of state policy changes. He introduced Rick Baker and Jakey Levee with Responder Support Services. Mr. Baker said they provide mental health services specifically to first responders and their families.

A motion was made by Councilmember Feichter, seconded by Councilmember Freeman, to approve the budget amendment No. 13. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

12. Manager's Report

- Town Manager, Rob Hites

There was nothing to report.

13. Town Attorney's Report

- Town Attorney, Martha Bradley

There was nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Caldwell thanked Town Staff for the Church Street Festival. Councilmember Feichter invited everyone to the cemetery tour on Saturday at 4:30pm. Councilmember Sutton thanked Councilmember Freeman for meeting with him and Secretary of State Elaine Marshall.

J. CLOSED SESSION

14. Closed Session

- Mayor and Town Council

Councilmember Sutton, seconded by Councilmember Feichter, moved to enter into closed session pursuant to NCGS 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 Sutton, seconded by Councilmember Freeman, to come out of closed session at 8:15pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to go into open session at 8:16pm. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to direct the Town Attorney to initiate litigation against Dan Grady Company LLC and Noah Saunier for breach of contract and other related causes of action related to the construction of the Schulhofer property greenway. The motion passed unanimously.

K. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to adjourn at 8:17pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.28.2025**

SUBJECT: Budget Amendment for the Fire Department

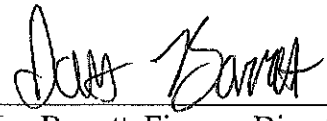
AGENDA INFORMATION:

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

BRIEF SUMMARY: The Fire Department was awarded a FEMA Grant in the amount of \$276,190.47 through the 2024 Assistance to Firefighters application process. This funding will be utilized to purchase much-needed radio equipment for the FD staff and First Responders.

MOTION FOR CONSIDERATION: Approve the FD Budget Amendment

FUNDING SOURCE/IMPACT: Grant Funds



Ian Barrett, Finance Director

10.20.25
Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-37-25

Amendment No. 17 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Increase the following revenues:

Miscellaneous Grant Income	\$276,190.47
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Increase the following appropriations:

Fire Department	\$276,190.47
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Adopted this 28th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.28.2025**

SUBJECT: Budget Amendment for the Waynesville Public Arts Commission

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Waynesville Public Arts Commission
Contact: Candace Poolton
Presenter: Candace Poolton

BRIEF SUMMARY: DWC was awarded a mural grant in 2023, but they cannot utilize those funds due to a change in committee direction. The grantor, CFWNC, authorized rolling those funds over to the Waynesville Public Arts Commission to help them reach their goal of completing a mural in spring 2026.

MOTION FOR CONSIDERATION: Approve the WPAC Budget Amendment

FUNDING SOURCE/IMPACT: Grant Funds



Ian Barrett, Finance Director

10.21.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-38-25

Amendment No. 18 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Increase the following revenues:

WPAC Revenue	\$10,000
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Decrease the following appropriations:

Downtown Waynesville Commission	\$10,000
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Adopted this 28th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.28.2025**

SUBJECT: Budget Amendment for the Waynesville Public Arts Commission

AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Waynesville Public Arts Commission
Contact: Candace Poolton
Presenter: **Candace Poolton**

BRIEF SUMMARY: The Haywood County Arts Council requested that the grant of \$14,920 that they were awarded be rolled over to the Waynesville Public Arts Commission to help them reach their goal of completing a mural in spring 2026. The CFWNC Council authorized this request on October 15th, 2025.

MOTION FOR CONSIDERATION: Approve the WPAC Budget Amendment

FUNDING SOURCE/IMPACT: Grant Funds



Ian Barrett, Finance Director

10.21.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-39-25

Amendment No. 19 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Increase the following revenues:

Miscellaneous Income	\$14,920
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Increase the following appropriations:

Waynesville Public Arts Commission	\$14,920
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Adopted this 28th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10.28.2025**

SUBJECT: Budget Amendment for the Fire Department

AGENDA INFORMATION:

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

BRIEF SUMMARY: The Fire Department has requested a transfer of \$28,224.54 from the fund balance to help offset the purchase of radios for the department. 86% of the purchase is covered by a FEMA grant with a 5% local match.

MOTION FOR CONSIDERATION: Approve the FD Budget Amendment

FUNDING SOURCE/IMPACT: General Fund



Ian Barrett, Finance Director

10.21.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-40-25

Amendment No. 20 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Decrease the following revenues:

Fund Balance	\$28,224.54
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Increase the following appropriations:

Fire Department	\$28,224.54
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Adopted this 28th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/28/2025**

SUBJECT Recommendation to Haywood County Commissioners of Noah Ball to the ETJ vacancy on the Waynesville Planning Board.

AGENDA INFORMATION:

Agenda Location: Consent

Item Number:

Department: Admin

Contact: Jesse Fowler

Presenter: Jesse Fowler

BRIEF SUMMARY The Planning Board has one County-appointed vacancy. Several candidates were interviewed by Councilmembers Chuck Dickson and Jon Feichter and they would like to recommend to the County Commissioners to appoint Noah Ball to fill the ETJ vacancy.

MOTION FOR CONSIDERATION: Recommend to Haywood County Commissioners to appoint Noah Ball to the Waynesville Planning Board ETJ seat.

FUNDING SOURCE/IMPACT: None

ATTACHMENTS: None:

MANAGER'S COMMENTS: None

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 28, 2025

SUBJECT: Proposed update to the *Town of Waynesville Boards and Commissions Manual* regarding alternate vacancy appointments.

AGENDA INFORMATION:

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

BRIEF SUMMARY:

On October 14, 2025, the Council motioned to adopt the proposed revisions to the Town of Waynesville Boards and Commissions Manual as presented and apply it to any board that has alternate. The following is the suggested addition to the Boards and Commissions Manual:

H. ALTERNATE SEATS

The Town of Waynesville shall fill the seats of any board members of an advisory board that has “alternate seats”, who are absent from or otherwise unable to participate in meetings from the list of alternates in order of seniority, beginning with the alternate with the longest term of service and ending with the alternate with the shortest term of service. Temporary substitution of an alternate for an absent member does not constitute a permanent appointment to the absent member’s seat.

A vacancy on an advisory board or commission occurs only when:

- (i) a member is removed from their seat by the Town Council;
- (ii) a member resigns; or
- (iii) a member’s term expires and is not renewed by the Town Council.

Vacancies on any advisory board that has “alternate seats”, shall be filled from the available pool of alternates in order of seniority, beginning with the alternate with the longest term of service and ending with the alternate with the shortest term of service. All new members shall be appointed as alternates, unless no alternates are currently serving, in which case the new appointees may be appointed as regular members in the discretion of the Town Council. Alternates appointed to the respective advisory board to replace a regular member prior to the expiration of that regular member’s term shall accede to the vacating member’s term, irrespective of the alternate’s original term of appointment.

MOTIONS FOR CONSIDERATION:

1. Motion to adopt the proposed revisions to the *Town of Waynesville Boards and Commissions Manual* as presented (or amended).

FUNDING SOURCE/IMPACT:

ATTACHMENTS:

MANAGER’S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE COUNCIL MEETING
REQUEST FOR BOARD ACTION
Meeting Date: 10. 28. 2025**

SUBJECT: Budget Amendment for Police Department

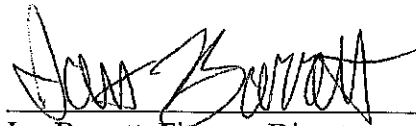
AGENDA INFORMATION:

Agenda Location: Consent Agenda
Item Number:
Department: Police Department
Contact: Josh Schick
Presenter: Josh Schick, Chief David Adams

BRIEF SUMMARY: The Police department is requesting to purchase a vehicle using ABC law enforcement funds. We had a sizable distribution at the end of FY25. Since it was a previous fiscal year, those funds are technically in a restricted fund balance for the police department. The total amount requested to move out is enough to cover the vehicle, registration, and outfitting.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: ABC Fund Balance



Ian Barrett, Finance Director

10.21.25

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-41-25

Amendment No. 21 to the 2025-2026 Budget Ordinance

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

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

General Fund:

Increase the following expenses:

Police- Vehicles	\$52,000
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Decrease the following appropriations:

ABC Law enforcement funds	\$52,000
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Adopted this 28th day of October 2025.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 28th, 2025

SUBJECT: Approval of CLG Grant

AGENDA INFORMATION:

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

BRIEF SUMMARY:

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

In April, staff applied for a grant to perform a building conditions assessment of the Municipal Building. This would include hiring a consultant to study the maintenance and repair needs of this National Register structure, and an estimated cost of preservation work. Earlier this month the Town was awarded the grant and now must execute a contract with the State Historic Preservation Office. Staff will work closely with SHPO staff in writing the RFQ, hiring a consultant, and overseeing the execution of the grant. This process shows the Town's commitment to the maintenance of its historic properties.

MOTIONS FOR CONSIDERATION:

To approve the grant contract with the State Historic Preservation Office

FUNDING SOURCE/IMPACT:

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

ATTACHMENTS:

Grant contract and attachments

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**NORTH CAROLINA DEPARTMENT OF NATURAL AND CULTURAL RESOURCES
OFFICE OF ARCHIVES AND HISTORY
STATE HISTORIC PRESERVATION OFFICE
FY 2025 Historic Preservation Fund Grant to Certified Local Governments**

GRANT CONTRACT

This Grant Contract is hereby entered into by and between the **North Carolina Office of Archives and History** (the "Agency") and the **Town of Waynesville** (the "Grantee") (referred to collectively as the "Parties") for the **Waynesville Municipal Building Conditions Assessment**. The Grantee's federal tax identification number is **56-60001367**.

Grant funds for this project are made available through a 2024 federal Historic Preservation Fund (HPF) grant to Certified Local Governments from the National Park Service, U.S. Department of the Interior and administered by the State Historic Preservation Office. The **CFDA** number for this program is **15.904**. The HPF grant number is **P25AF01202**.

1. Grant Contract Documents: This Grant Contract consists of the following documents:

- (1) This Grant Contract
- (2) General Terms and Conditions (Attachment A)
- (3) Appendix for Contracts (Attachment B)
- (4) Grant Project Outline and Budget (Attachment C)
- (5) Services To Be Provided and Standards To Be Followed (Attachment D)
- (6) Certification of Matching Share (Attachment E)
- (7) State Grant Certification - No Overdue Tax Debts (Attachment F)
- (8) Assurances - Non-Construction Programs (Attachment G)
- (9) Grantee's Affirmation of Receipt of Title VI, Section 504, Nondiscrimination Information Poster (Attachment H)
- (10) Federal Certification Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements, and Lobbying (Attachment I)

These documents constitute the entire agreement between the Parties and supersede all prior oral or written statements or agreements.

2. Precedence Among Grant Contract Documents: In the event of a conflict between or among the terms of the Grant Contract Documents, the terms in the Grant Contract Document with the highest relative precedence shall prevail. The order of precedence shall be the order of documents as listed in Paragraph 1, above, with the first-listed document having the highest precedence and the last-listed document having the lowest precedence. If there are multiple Grant Contract Amendments, the most recent amendment shall have the highest precedence and the oldest amendment shall have the lowest precedence.

3. **Effective Period:** This Grant Contract shall be effective on the date of signing by the Agency and shall terminate on **May 31, 2027**. Project contracts with consultants under this Grant Contract should be completed by **March 31, 2027**.

4. **Grantee's Duties:**

Grantee Performance and Eligibility: The Grantee agrees to have a satisfactory record of performance; comply with the required completion schedule for the project; comply with debarment requirements; and otherwise be qualified and eligible to receive a grant award under applicable laws and regulations.

Services and Goods To Be Provided and Standards To Be Followed: The Grantee shall provide the services as described in Attachment D, Services To Be Provided and Standards To Be Followed, in accordance with the approved project outline and budget in Attachment C, Grant Project Outline and Budget. Project activities shall be performed according to the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation*, incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the State Historic Preservation Office (HPO).

Project Description and Contract with Qualified Consultant: The Grantee agrees to enter into a detailed Project Description and Contract, using the Agency's standard contract template, with a qualified consultant, who is openly selected according to federal and state procurement requirements, to carry out objectives for non-construction projects, including architectural surveys, survey manuscripts, archaeological investigations, preservation planning, design standards, and the preparation of nominations to the National Register of Historic Places. The Grantee will determine the final Scope of Work to be set forth in the Project Description and Contract in consultation with the HPO. The Project Description and Contract is subject to the approval of the HPO. No project activities may begin and no reimbursements from grant funds will be available until the Project Description and Contract has been approved by the HPO and signed by the Grantee and the consultant. The Grantee shall ensure that the consultant provides all goods and services and follows all standards and procedures consistent with the terms of this Grant Contract and all attachments and with the Project Description and Contract and all attachments.

Attachments to Contracts: The Grantee agrees to incorporate reference to and attach a copy of Attachment A, General Terms and Conditions, and Attachment B, Appendix for Contracts, to all contracts involving project activities.

Federal Compliance Requirements: In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (2 CFR, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards)

5. **Services and Goods To Be Provided by the Agency:** In order to ensure consistent application of the *Secretary of the Interior's (SOI) Standards* and to provide support and guidance to Grantees and contractors, the Agency will provide the following services and goods as budget and staff permit:

- a. Orientation, professional guidance, and technical assistance for the Grantee and contractor to ensure familiarity with standards and procedures and resources of the Office of Archives and History.
 - b. Professional instruction and guidance with the *SOI's Standards*, as applicable. A staff member of the HPO (project specialist) will be assigned to work directly with the contractor to serve as liaison with the Agency and to provide on-site and office assistance, guidance throughout the project, support in conducting the work, and assistance in evaluation according to *SOI Standards*. Review and approval of the completed work by the HPO is required.
- 6. Conflict of Interest Policy:** The Grantee shall file with the Agency a copy of Grantee's policy addressing conflicts of interest that may arise involving the Grantee's management employees and members of its boards, commissions, and governing body. The policy shall address situations in which any of these individuals may directly or indirectly benefit, except as the Grantee's employees or members of its boards, commissions, or governing body, from the Grantee's disbursing of grant funds and local matching funds and shall include actions to be taken by the Grantee or the individual, or both, to avoid conflicts of interest and the appearance of impropriety. The policy shall be filed before Agency may disburse the grant funds, unless the Grantee is covered by the provisions of N.C.G.S. 160A-479.11 and 14-234. (N.C.G.S. 143C-6-23(b)(2007))
- 7. Statement of No Overdue Tax Debts:** Grantee's sworn written statement pursuant to N.C.G.S. 143C-6-23(c), stating that the Grantee does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1, at the federal State, or local level, is attached as Attachment F. Grantee acknowledges that the written statement must be filed before Agency may disburse the grant funds.
- 8. Reversion of Unexpended Grant Funds:** Any unexpended grant funds shall revert to the Agency upon termination of this Grant Contract.
- 9. Reporting Requirements:** The Agency has determined that this contract is subject to the reporting requirements described on the attached Notice of Certain Reporting and Audit Requirements, Attachment G, but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. **If subject to single audit requirements, the grantee shall submit copies of their single audit report to the HPO within 90 days of issuance.**
- 10. Use of Funds and Payment of Grant Funds:** The Grantee agrees to match the grant with funds from nonfederal sources (except that Community Development Block Grant funds may be used to match the grant) within the grant period, to use grant and matching funds or services for the purpose specified in this Grant Contract, and to furnish such reports and documentation, financial or otherwise, as may be specified by the Agency and state and federal law.

The total amount paid by the Agency to the Grantee under this Grant Contract shall not exceed **\$6,000**. This amount consists of **\$-0-** in State funds and **\$6,000** in federal Historic Preservation Fund grant funds (CFDA # 15.904).

The Grantee's matching requirement is **\$4,000**, which shall consist of:

Cash: **\$4,000**

The total Grant Contract amount, comprising federal grant funds plus Grantee's matching contribution, is **\$10,000**.

The Agency agrees to payment of grant funds on a reimbursement basis. Reimbursements will consist of a maximum of the grant amount percent of allowable project costs, in accordance with the actual grant/match ratio. Each time the Grantee requests reimbursement from the Agency, project expenditures, both federal grant and matching share, shall be documented by copies of signed contracts, front and back of canceled (or certified) checks or documentation of electron deposits, invoices approved by the HPO project specialist and marked paid by the Grantee, attached to a cover letter addressed to the Agency's Contract Administrator. Upon request the Agency may advance the Grantee up to twenty-five percent of the grant funds. After satisfactory documentation of this advance, along with the required matching share, the Grantee may request additional advances for up to seventy-five percent of the grant award. The remaining twenty-five percent of grant award will be payable only after satisfactory project completion. All payments are contingent upon fund availability.

The Grantee shall complete a final accounting report and submit a final request for reimbursement to the Agency within thirty (30) days of the expiration of the Grant Contract period. If this Grant Contract is terminated prior to the expiration of the Grant Contract period, the Grantee shall complete a final accounting report, submit a final request for reimbursement, and return any unearned advanced funds to the Agency within thirty (30) days of the Grant Contract termination date. A check for any unearned advanced funds must be attached to the report. The Agency shall have no obligation for payments based on expenditure reports submitted later than thirty (30) days after expiration or termination of the Grant Contract period.

Further details on administration of grant funds, reimbursement, and financial documentation are found in the *Grantee Handbook for Federal Historic Preservation Fund Grant Projects*, which is incorporated by reference in this Grant Contract as if fully set forth herein.

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

For the Agency:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Michele Patterson McCabe, Grants Coordinator State Historic Preservation Office 4617 Mail Service Center Raleigh, NC 27699-4617 Telephone: 919-814-6582 Email: michele.patterson.mccabe@dncr.nc.gov	Michele Patterson McCabe, Grants Coordinator State Historic Preservation Office Archives and State Library Building 109 E. Jones St., Room 264 Raleigh, NC 27601

For the Grantee:

IF DELIVERED BY US POSTAL SERVICE	IF DELIVERED BY ANY OTHER MEANS
Alex Mumby, Land Use Administrator Town of Waynesville 9 South Main Street Waynesville, NC 28786 Telephone: 828-452-0401 Email: amumby@waynesvillenc.gov	Alex Mumby, Land Use Administrator Town of Waynesville 9 South Main Street Waynesville, NC 28786

12. Disbursements:

As a condition of this Grant Contract, Grantee acknowledges and agrees to make disbursements in accordance with the following requirements:

- a. Implement adequate internal controls over disbursements;
- b. Pre-audit all vouchers presented for payment to determine
 - i. Validity and accuracy of payment
 - ii. Payment due date
 - iii. Adequacy of documentation supporting payment
 - iv. Legality of disbursement;
- c. Assure adequate control of signature stamps/plates;
- d. Assure adequate control of negotiable instruments; and
- e. Implement procedures to ensure that account balance is solvent.

13. Outsourcing: The Grantee certifies that it has identified to the Agency all jobs related to the Grant Contract that have been outsourced to other countries, if any. Grantee further agrees that it will not outsource any such jobs during the term of this Grant Contract without providing notice to the Agency.

14. Signature Warranty: The undersigned represent and warrant that they are authorized to bind their principals to the terms of this Grant Contract.

In Witness Whereof, the Grantee and the Agency have executed this Grant Contract in duplicate originals, with one original being retained by each Party.

GRANTEE:

TOWN OF WAYNESVILLE

Signature	Date
-----------	------

Printed Name	Title
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WITNESS:

Signature	Date
-----------	------

Printed Name	Title
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AGENCY:

NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY

Signature	Date
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Darin J. Waters, Ph.D.	State Historic Preservation Officer
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Printed Name	Title
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Attachment A
General Terms and Conditions

DEFINITIONS

Unless indicated otherwise from the context, the following terms shall have the following meanings in this Contract. All definitions are from 9 NCAC 3M.0102 unless otherwise noted. If the rule or statute that is the source of the definition is changed by the adopting authority, the change shall be incorporated herein.:

- (1) "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority or other unit of government of the State or of any county, unit, special district or other political subagency of government. For other purposes in this Contract, "Agency" shall mean the entity identified as one of the parties hereto.
- (2) "Audit" means an examination of records or financial accounts to verify their accuracy.
- (3) "Certification of Compliance" means a report provided by the Agency to the Office of the State Auditor that states that the Grantee has met the reporting requirements established by this Subchapter and included a statement of certification by the Agency and copies of the submitted grantee reporting package.
- (4) "Compliance Supplement" refers to the North Carolina State Compliance Supplement, maintained by the State and Local Government Finance Agency within the North Carolina Department of State Treasurer that has been developed in cooperation with agencies to assist the local auditor in identifying program compliance requirements and audit procedures for testing those requirements.
- (5) "Contract" means a legal instrument that is used to reflect a relationship between the agency, grantee, and subgrantee.
- (6) "Fiscal Year" means the annual operating year of the non-State entity.
- (7) "Financial Assistance" means assistance that non-State entities receive or administer in the form of grants, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Financial assistance does not include amounts received as reimbursement for services rendered to individuals for Medicare and Medicaid patient services.
- (8) "Financial Statement" means a report providing financial statistics relative to a given part of an organization's operations or status.
- (9) "Grant" means financial assistance provided by an agency, grantee, or subgrantee to carry out activities whereby the grantor anticipates no

programmatic involvement with the grantee or subgrantee during the performance of the grant.

- (10) "Grantee" has the meaning in G.S. 143C-6-23(a)(2): a non-State entity that receives a grant of State funds from a State agency, department, or institution but does not include any non-State entity subject to the audit and other reporting requirements of the Local Government Commission. For other purposes in this Contract, "Grantee" shall mean the entity identified as one of the parties hereto.
- (11) "Grantor" means an entity that provides resources, generally financial, to another entity in order to achieve a specified goal or objective.
- (12) "Non-State Entity" has the meaning in N.C.G.S. 143C-1-1(d)(18): Any of the following that is not a State agency: An individual, a firm, a partnership, an association, a county, a corporation, or any other organization acting as a unit. The term includes a unit of local government and public authority.
- (13) "Public Authority" has the meaning in N.C.G.S. 143C-1-1(d)(22): A municipal corporation that is not a unit of local government or a local governmental authority, board, commission, council, or agency that (i) is not a municipal corporation and (ii) operates on an area, regional, or multiunit basis, and the budgeting and accounting systems of which are not fully a part of the budgeting and accounting systems of a unit of local government.
- (14) "Single Audit" means an audit that includes an examination of an organization's financial statements, internal controls, and compliance with the requirements of Federal or State awards.
- (15) "Special Appropriation" means a legislative act authorizing the expenditure of a designated amount of public funds for a specific purpose.
- (16) "State Funds" means any funds appropriated by the North Carolina General Assembly or collected by the State of North Carolina. State funds include federal financial assistance received by the State and transferred or disbursed to non-State entities. Both Federal and State funds maintain their identity as they are subgranted to other organizations. Pursuant to N.C.G.S. 143C-6-23(a)(1), the terms "State grant funds" and "State grants" do not include any payment made by the Medicaid program, the Teachers' and State Employees' Comprehensive Major Medical Plan, or other similar medical programs.
- (17) "Subgrantee" has the meaning in N.C.G.S. 143C-6-23(a)(3): a non-State entity that receives a grant of State funds from a grantee or from another subgrantee but does not include any non-State entity subject to the audit

and other reporting requirements of the Local Government Commission.

- (18) "Unit of Local Government has the meaning in G.S. 143C-1-1(d)(29): A municipal corporation that has the power to levy taxes, including a consolidated city-county as defined by G.S. 160B-2(1), and all boards, agencies, commissions, authorities, and institutions thereof that are not municipal corporations.

Relationships of the Parties

Independent Contractor: The Grantee is and shall be deemed to be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. The Grantee represents that it has, or shall secure at its own expense, all personnel required in performing the services under this agreement. Such employees shall not be employees of, or have any individual contractual relationship with, the Agency.

Subcontracting: The Grantee shall not subcontract any of the work contemplated under this Contract without prior written approval from the Agency. Any approved subcontract shall be subject to all conditions of this Contract. Only the subcontractors or subgrantees specified in the contract documents are to be considered approved upon award of the contract. The Agency shall not be obligated to pay for any work performed by any unapproved subcontractor or subgrantee. The Grantee shall be responsible for the performance of all of its subgrantees and shall not be relieved of any of the duties and responsibilities of this Contract.

Subgrantees: The Grantee has the responsibility to ensure that all subgrantees, if any, provide all information necessary to permit the Grantee to comply with the standards set forth in this Contract.

Assignment: No assignment of the Grantee's obligations or the Grantee's right to receive payment hereunder shall be permitted. However, upon written request approved by the issuing purchasing authority, the State may:

- (a) Forward the Grantee's payment check(s) directly to any person or entity designated by the Grantee, or
- (b) Include any person or entity designated by Grantee as a joint payee on the Grantee's payment check(s).

In no event shall such approval and action obligate the State to anyone other than the Grantee and the Grantee shall remain responsible for fulfillment of all contract obligations.

Beneficiaries: Except as herein specifically provided otherwise, this Contract shall inure to the benefit of and be binding upon the parties hereto and their respective

successors. It is expressly understood and agreed that the enforcement of the terms and conditions of this Contract, and all rights of action relating to such enforcement, shall be strictly reserved to the Agency and the named Grantee. Nothing contained in this document shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of the Agency and Grantee that any such person or entity, other than the Agency or the Grantee, receiving services or benefits under this Contract shall be deemed an incidental beneficiary only.

Indemnity

Indemnification: The Grantee agrees to indemnify and hold harmless the Agency, the State of North Carolina, and any of their officers, agents and employees, from any claims of third parties arising out of any act or omission of the Grantee in connection with the performance of this Contract to the extent permitted by law.

Default and Termination

Termination by Mutual Consent: The Parties may terminate this Contract by mutual consent with 60 days notice to the other party, or as otherwise provided by law.

Termination for Cause: If, through any cause, the Grantee shall fail to fulfill its obligations under this Contract in a timely and proper manner, the Agency shall have the right to terminate this Contract by giving written notice to the Grantee and specifying the effective date thereof. In that event, all finished or unfinished deliverable items prepared by the Grantee under this Contract shall, at the option of the Agency, become its property and the Grantee shall be entitled to receive just and equitable compensation for any satisfactory work completed on such materials, minus any payment or compensation previously made. Notwithstanding the foregoing provision, the Grantee shall not be relieved of liability to the Agency for damages sustained by the Agency by virtue of the Grantee's breach of this agreement, and the Agency may withhold any payment due the Grantee for the purpose of setoff until such time as the exact amount of damages due the Agency from such breach can be determined. The filing of a petition for bankruptcy by the Grantee shall be an act of default under this Contract.

Waiver of Default: Waiver by the Agency of any default or breach in compliance with the terms of this Contract by the Grantee shall not be deemed a waiver of any subsequent default or breach and shall not be construed to be modification of the terms of this Contract unless stated to be such in writing, signed by an authorized representative of the Agency and the Grantee and attached to the contract.

Availability of Funds: The parties to this Contract agree and understand that the payment of the sums specified in this Contract is dependent and contingent upon and subject to the appropriation, allocation, and availability of funds for this purpose to the Agency.

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so long as it is prevented from performing such obligations by any act of war, hostile foreign action, nuclear explosion, riot, strikes, civil insurrection, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Survival of Promises: All promises, requirements, terms, conditions, provisions, representations, guarantees, and warranties contained herein shall survive the contract expiration or termination date unless specifically provided otherwise herein, or unless superseded by applicable federal or State statutes of limitation.

Intellectual Property Rights

Copyrights and Ownership of Deliverables: All deliverable items produced pursuant to this Contract are the exclusive property of the Agency. The Grantee shall not assert a claim of copyright or other property interest in such deliverables.

Compliance with Applicable Laws

Compliance with Laws: The Grantee shall comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority.

Equal Employment Opportunity: The Grantee shall comply with all federal and State laws relating to equal employment opportunity.

Confidentiality

Confidentiality: Any information, data, instruments, documents, studies or reports given to or prepared or assembled by the Grantee under this agreement shall be kept as confidential and not divulged or made available to any individual or organization without the prior written approval of the Agency. The Grantee acknowledges that in receiving, storing, processing or otherwise dealing with any confidential information it will safeguard and not further disclose the information except as otherwise provided in this Contract.

Oversight

Access to Persons and Records: The State Auditor shall have access to persons and records as a result of all contracts or grants entered into by State agencies or political subdivisions in accordance with N.C.G.S 147-64.7. Additionally, as the State funding authority, the Agency shall have access to persons and records as a

result of all contracts or grants entered into by State agencies or political subdivisions.

Record Retention: Records shall not be destroyed, purged or disposed of without the express written consent of the Agency. State basic records retention policy requires all grant records to be retained for a minimum of five years or until all audit exceptions have been resolved, whichever is longer. If the contract is subject to Federal policy and regulations, record retention may be longer than five years since records must be retained for a period of three years following submission of the final Federal Financial Status Report, if applicable, or three years following the submission of a revised final Federal Financial Status Report. Also, if any litigation, claim, negotiation, audit, disallowance action, or other action involving this Contract has been started before expiration of the five-year retention period described above, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular five-year period described above, whichever is later.

Miscellaneous

Choice of Law: The validity of this Contract and any of its terms or provisions, as well as the rights and duties of the parties to this Contract, are governed by the laws of North Carolina. The Grantee, by signing this Contract, agrees and submits, solely for matters concerning this Contract, to the exclusive jurisdiction of the courts of North Carolina and agrees, solely for such purpose, that the exclusive venue for any legal proceedings shall be Wake County, North Carolina. The place of this Contract and all transactions and agreements relating to it, and their situs and forum, shall be Wake County, North Carolina, where all matters, whether sounding in contract or tort, relating to the validity, construction, interpretation, and enforcement shall be determined.

Amendment: This Contract may not be amended orally or by performance. Any amendment must be made in written form and executed by duly authorized representatives of the Agency and the Grantee.

Severability: In the event that a court of competent jurisdiction holds that a provision or requirement of this Contract violates any applicable law, each such provision or requirement shall continue to be enforced to the extent it is not in violation of law or is not otherwise unenforceable and all other provisions and requirements of this Contract shall remain in full force and effect.

Headings: The Section and Paragraph headings in these General Terms and Conditions are not material parts of the agreement and should not be used to construe the meaning thereof.

Time of the Essence: Time is of the essence in the performance of this Contract.

Care of Property: The Grantee agrees that it shall be responsible for the proper custody and care of any property furnished to it for use in connection with the performance of this Contract and will reimburse the Agency for loss of, or damage to, such property. At the termination of this Contract, the Grantee shall contact the Agency for instructions as to the disposition of such property and shall comply with these instructions.

Travel Expenses: Reimbursement to the Grantee for travel mileage, meals, lodging and other travel expenses incurred in the performance of this Contract shall be reasonable and supported by documentation. State rates should be used as guidelines. International travel shall not be reimbursed under this Contract.

Sales/Use Tax Refunds: If eligible, the Grantee and all subgrantees shall: (a) ask the North Carolina Department of Revenue for a refund of all sales and use taxes paid by them in the performance of this Contract, pursuant to G.S. 105-164.14; and (b) exclude all refundable sales and use taxes from all reportable expenditures before the expenses are entered in their reimbursement reports.

Advertising: The Grantee shall not use the award of this Contract as a part of any news release or commercial advertising.

ATTACHMENT B

Appendix for Contracts

The following stipulations, together with the General Terms and Conditions (Attachment A to the Grant Contract), apply to all grant projects funded in part by federal Historic Preservation Fund grants awarded to the North Carolina Department of Natural and Cultural Resources, Office of Archives and History (OAH), State Historic Preservation Office (HPO), by the U. S. Department of the Interior, National Park Service. The Grant Contract and any approved grant subcontract and project contract shall be subject to all the conditions of this Appendix to Contracts.

Answers to questions about the application of these conditions to specific projects are available from the OAH or HPO project specialists or from the Grants Coordinator, State Historic Preservation Office, 4617 Mail Service Center, Raleigh, NC 27699-4617. Telephone: 919-814-6582.

1. **PROCUREMENT:** Grantees must forward to the HPO evidence of compliance with federal competitive procurement requirements for professional services and subcontracts prior to reimbursement, if applicable, and must retain procurement documentation for the time period required by the *A-102 Common Rule*, *OMB Circular 110*, and other Historic Preservation Fund program regulations.
2. **CHANGES IN SCOPE OF WORK:** The approved scope of work, products, budget and performance/reporting milestones included in contracts cannot be changed without prior written approval from the HPO.
3. **LOBBYING PROHIBITED:** Grantees and contractors must conform with the following text of 18 U.S.C. 1913, which prohibits the use of the grant funds for lobbying: *No part of the money appropriated by any enactment of Congress shall, in the absence of express authorization by Congress, be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device, intended or designated to influence in any manner a Member of Congress, to favor or oppose by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation; but this shall not prevent officers or employees of the United States or its Department or agencies from communication to Members of Congress on the request of any Member or to Congress, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.*
4. **RETENTION OF RECORDS:** The Grantee, the United States Department of the Interior, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of any contractor, which are directly pertinent to the specific contract under the grant project, for the purpose of making audit, examination, excerpts, and transcription. Grantees shall require contractors to maintain all required records for three years after Grantees make final payments and all other pending matters are closed.
5. **AUDIT AND REPORTING REQUIREMENTS:** Grantees are responsible for obtaining audits in accordance with the *Single Audit Act of 1984*, P.L. 98-502 (31 U.S.C. 7501-7); the *Single Audit Act Amendments of 1996*, P.L. 104-156 [(31 U.S.C. 7505(a))] for State, local and tribal governments, and non-profit institutions; 2 CFR 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards*. The audits shall be made by an independent auditor in accordance with generally accepted government auditing standards

covering financial and compliance audits. Grantees are subject to audit and other reporting requirements of 9 North Carolina Administrative Code Subchapter 3M.0205.

6. **PUBLICATIONS:** Acknowledgment of federal grant assistance should be made in connection with the publication of any material based on, or developed under, any activity supported by Historic Preservation Fund grant funds, as follows: *The activity that is the subject of this (type of publication) has been financed (in part/entirely) with federal funds from the National Park Service, Department of the Interior. However, the contents and opinions do not necessarily reflect the views or policies of the Department of the Interior, nor does the mention of trade names or commercial products constitute endorsement or recommendation by the Department of the Interior.*

The design and content of any publication produced from a survey of architectural or archaeological resources must be reviewed and approved by the OAH prior to its printing.

7. **SUSPENSION OR TERMINATION OF GRANT:** Voluntary and involuntary suspension or termination of the grant, in whole or in part, by either the OAH or Grantee may occur at any time prior to the date of project completion. See additional provisions regarding termination of the grant in Attachment A, General Terms and Conditions.
8. **ENFORCEMENT AND REMEDIES FOR NONPERFORMANCE:** If the Grantee or any contractor fails to fulfill in a timely and proper manner his or her obligation under the Contract, or violates any of the provisions of the Contract, the OAH may enforce the remedies for Grantee or contractor compliance pursuant to Section 43 of the Code of Federal Regulations (43 CFR 12.43, 12.44, 12.83), incorporated by reference herein. See additional provisions regarding default and termination in Attachment A, General Terms and Conditions.
9. **STANDARDS FOR FINAL PRODUCTS:** Final products which do not conform to the terms and conditions of the Contract or which do not meet the applicable *Secretary of the Interior's Standards for Archaeology and Historic Preservation* will not be reimbursed.
10. **EQUAL OPPORTUNITY:** In consideration of the signing of this Contract for the performance of work and furnishing of labor and materials as set forth herein, the Parties hereto for themselves, their agents, officials, and employees or servants agree not to discriminate in any manner on the basis race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information with reference to the subject matter of this Contract. Grantee agrees to comply with Title VI of the *Civil Rights Act of 1964* (42 U.S.C. 2000 (d)), the *Americans with Disabilities Act* (42 U.S.C. 12204), and with Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. 794).
11. **SAFETY PRECAUTIONS:** The National Park Service and the OAH assume no responsibility with respect to accidents, illnesses or claims arising from the work performed under a grant-supported project. The Grantee and the consultant are expected to take necessary steps to insure themselves and their personnel and to comply with applicable local, State or Federal safety standards, including those issued pursuant to the National Occupational Safety and Health Act of 1970.
12. **OTHER REQUIREMENTS:** In addition to the terms detailed in this Contract, all federal requirements governing grants are applicable. (*A-102 Common Rule; OMB Circulars A-87, A-21, and A-122; and A-110 and A-133*).

AppendixforContracts 7 31 07
Updated FY2021

ATTACHMENT C

NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE HISTORIC PRESERVATION FUND CLG SUBGRANT PROJECT OUTLINE AND BUDGET

Historic Preservation Fund Grant Award Year: 2025

Grantee: Town of Waynesville

Project Name and Type: Waynesville Municipal Building Conditions Assessment

Grantee Contact Person, Address, Telephone, Fax, and E-mail:

Name: Alex Mumby, Land Use Administrator

Commission: Greensboro Historic Preservation
Commission

Address: 9 south Main Street

City/State/Zip: Waynesville, NC 28786

Telephone: 828-452-0401

Email: amumby@waynesvillenc.gov

HPO Project Specialist: Jennifer Cathey; 919-250-3113; jennifer.cathey@dncr.nc.gov

Grant Period Beginning September 8, 2025 **and Ending** May 31, 2027

Project contracts under the Grant Contract should end no later than: March 31, 2027

Total Cost: \$10,000

Federal Funds: \$6,000

Local Match: \$4,000

Cash: \$4,000

In-kind: -0-

Budget: Consultant Fees: \$10,000

Project Description:

The grant project is to hire a qualified consultant to perform a building conditions assessment on its Municipal Building, listed on the National Register of Historic Places as "United States Post Office" (HW0012), and located at 16 South Main Street in Waynesville. All work will follow the *Secretary of the Interior's Standards for the Treatment of Historic Properties*.

The HPO will assist the town with the preparation of a request for proposals to hire a qualified contractor. Upon selection, the HPO will work with both the town and the contractor to develop a scope of work and a time-product-payment schedule for the project.

The consultant will submit final drafts of all products to the HPO no later than March 31, 2027. The project will be accomplished under the supervision of the HPO, Office of Archives and History. Both HPO supervisory staff and the consultant will meet 36 CFR 61 qualifications.

ATTACHMENT D

Services To Be Provided and Standards To Be Followed For Predevelopment Projects

I. SERVICES AND GOODS TO BE PROVIDED BY THE CONSULTANT, AND STANDARDS AND PROCEDURES TO BE FOLLOWED BY THE PROJECT CONSULTANT:

1. The Project Contractor/Architect shall perform project activities according to the *Secretary of the Interior's Standards* (<https://www.nps.gov/tps/standards.htm>) incorporated in this Grant Contract as if fully set forth herein, under the guidelines and professional supervision of the North Carolina State Historic Preservation Office (HPO).
2. Seek and obtain professional instruction and guidance from the HPO in to ensure that all plans meet the *Standards*.
3. All documents created by the Consultant for the project will be submitted to and work approved by the HPO before payments can be made.

II. SERVICES AND GOODS TO BE PROVIDED BY THE GRANTEE:

To ensure that the project will operate efficiently on the local level for the Project Contractor, the Grantee shall:

1. Conduct local administration and accounting of the grant; and
2. Be responsible for ensuring that deadlines established in the project schedule are met.
3. Be responsible for ensuring that all documents produced as a part of the project are reviewed and approved by the North Carolina State Historic Preservation Office *before* any payment is made to the consultant.
4. Submit all requests for reimbursements and required documentation to the HPO before the end of the contract period.

ATTACHMENT E

**NORTH CAROLINA STATE HISTORIC PRESERVATION OFFICE
CERTIFICATION OF MATCHING SHARE FORM
for
FY 2025 HISTORIC PRESERVATION FUND GRANTS to CERTIFIED LOCAL GOVERNMENTS**

PROJECT: Waynesville Municipal Building Conditions Assessment

GRANTEE: Town of Waynesville

CERTIFYING OFFICIAL & TITLE: _____

ADDRESS: _____

PHONE: _____

EMAIL: _____

CERTIFICATION STATEMENT:

As the official representative of the GRANTEE listed above, I certify that the required nonfederal funds, consisting of **\$4,000** in cash are available to match the Historic Preservation Fund grant which is reserved for the project noted above.

I further certify that this matching share has not been designated for any other purpose.

I understand that all costs charged to the grant project will be in payment of budget items approved by the State Historic Preservation Office, and which occur during the project period. An adequate financial management system (and audit procedure when deemed applicable) will be maintained which provides efficient and effective accountability and control of all property, funds and assets.

Signature

Date

Printed Name

Title

Attachment F
State Grant Certification – No Overdue Tax Debts

Entity's Letterhead

[Date of Certification (mmddyyyy)]

To: State Agency Head and Chief Fiscal Officer

Certification:

We certify that the **[insert name of local government]** does not have any overdue tax debts, as defined by N.C.G.S. 105-243.1 Collection of Tax Debts, at the federal, State, or local level. We further understand that any person who makes a false statement in violation of N.C.G.S. 143C-6-23(c) is guilty of a criminal offense punishable as provided by N.C.G.S. 143-34(b).

Sworn Statement:

[Name of Finance Director or similar] and **[Name of Second Authorizing Official]** being duly sworn, say that we are the **[Title]** and **[Title of the Second Authorizing Official]**, respectively, of **[insert name of organization]** of **[City]** in the State of North Carolina and that the foregoing certification is true, accurate and complete to the best of our knowledge and was made and subscribed by us. We also acknowledge and understand that any misuse of State funds will be reported to the appropriate authorities for further action.

[Title]

[Title of Second Authorizing Official]

Sworn to and subscribed before me on the day of the date of said certification.

(Notary Signature and Seal)

My Commission Expires: _____

If there are any questions, please contact the North Carolina Office of the State Auditor:
(919) 807-7500, toll free (800) 730-8477, or <https://www.auditor.nc.gov>.

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL		TITLE
APPLICANT ORGANIZATION		DATE SUBMITTED

ATTACHMENT H

**STATE HISTORIC PRESERVATION OFFICE
NORTH CAROLINA OFFICE OF ARCHIVES AND HISTORY
AFFIRMATION OF RECEIPT
TITLE VI, SECTION 504 NONDISCRIMINATION INFORMATION**

The signature below affirms receipt of an Equal Opportunity is the Law Poster. Because this program receives Federal funds from the National Park Service, regulations of the U.S. Department of the Interior strictly prohibit unlawful discrimination in departmental Federally Assisted Programs on the basis of race, color, national origin, religion, sex (including pregnancy and gender identity), age, disability, sexual orientation, or genetic information. Any person who believes he or she has been discriminated against in any program, activity, or facility operated by the recipient of Federal assistance should contact:

U. S. Equal Employment Opportunity Commission (EEOC)
131 M Street, NE
Washington, DC 20507
<https://www.eeoc.gov>
202-663-4900 / (TTY) 202-663-4494
or

Locate a field office at: <https://www.eeoc.gov/field-office>

In receiving a federal historic preservation grant administered by the Historic Preservation Office, the local government or organization named below agrees to abide by those nondiscrimination requirements. The poster received will be placed in a visible location where it will remain throughout the grant period.

Signature

Date

Typed or Printed Name and Title

Grantee: Town of Waynesville

Project Title: Waynesville Municipal Building Conditions Assessment (FY2025)

ATTACHMENT I

U.S. Department of the Interior Certifications Regarding Debarment, Suspension and Other Responsibility Matters, Drug-Free Workplace Requirements and Lobbying

Persons signing this form should refer to the regulations referenced below for complete instructions:

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions - **The prospective primary participant further agrees by submitting this proposal that it will include the clause titled, 'Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction,' provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.** See below for language to be used or use this form for certification and sign. (See Appendix A of Subpart D of 43 CFR Part 12.)

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions - (See Appendix B of Subpart D of 43 CFR Part 12.)

Certification Regarding Drug-Free Workplace Requirements - Alternate 1. (Grantees Other Than Individuals) and Alternate 11. (Grantees Who are Individuals) - (See Appendix C of Subpart D of 43 CFR Part 12)

Signature on this form provides for compliance with certification requirements under 43 CFR Parts 12 and 18. The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of the Interior determines to award the covered transaction, grant, cooperative agreement or loan.

PART A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A PRIMARY COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

(2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

CHECK ___ IF THIS CERTIFICATION IS FOR A LOWER TIER COVERED TRANSACTION AND IS APPLICABLE.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

PART C: Certification Regarding Drug-Free Workplace Requirements

CHECK ___ IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS NOT AN INDIVIDUAL. Alternate 1. (Grantees Other Than Individuals)

A. The grantee certifies that it will or continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an ongoing drug-free awareness program to inform employees about

- (1) The dangers of drug abuse in the workplace;
- (2) The grantee's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification numbers(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
- (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a) (b), (c), (d), (e) and (f)-

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check__if there are workplaces on file that are not identified here

PART D: Certification Regarding Drug-Free Workplace Requirements

CHECK __IF THIS CERTIFICATION IS FOR AN APPLICANT WHO IS AN INDIVIDUAL.

Alternate II. (Grantees Who Are Individuals)

(a) The grantee certifies that, as a condition of the grant, he or she will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant;

(b) If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, he or she will report the conviction, in writing, within 10 calendar days of the conviction, to the grant officer or other designee, unless the Federal agency designates a central point for the receipt of such notices. When notice is made to such a central point, it shall include the identification number(s) of each affected grant .

PART E: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF ANY OF THE FOLLOWING AND THE AMOUNT EXCEEDS \$100,000: A FEDERAL GRANT OR COOPERATIVE AGREEMENT; SUBCONTRACT, OR SUBGRANT UNDER THE GRANT OR COOPERATIVE AGREEMENT .

CHECK ___ IF CERTIFICATION IS FOR THE AWARD OF A FEDERAL LOAN EXCEEDING THE AMOUNT OF \$150,000, OR A SUBGRANT OR SUBCONTRACT EXCEEDING \$100,000, UNDER THE LOAN.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, 'Disclosure Form to Report Lobbying,' in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

As the authorized certifying official, I hereby certify that the above specified certifications are true.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL

TYPED NAME AND TITLE

DATE

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: October 28, 2025**

SUBJECT: National First Responders Day Proclamation

AGENDA INFORMATION:

Agenda Location: Proclamation
Item Number:
Department: Administration
Contact: Candace Poolton
Presenter: Mayor Gary Caldwell

BRIEF SUMMARY: October 28th, 2025 is National First Responders Day

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

National First Responders Day Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Proclamation

National First Responders Day Proclamation

October 28, 2025

WHEREAS, first responders—including public works professionals, firefighters, police officers, emergency medical technicians, 911 operators, paramedics, and other emergency personnel—stand on the front lines of our communities, selflessly serving and protecting the citizens of Waynesville, NC in times of crisis; and,

WHEREAS, first responders respond swiftly and courageously to emergencies, often putting their own lives at risk to ensure the safety and well-being of others, whether in natural disasters, accidents, medical emergencies, or public health and safety threats; and,

WHEREAS, it is in the public interest for the citizens, civic leaders, and children Waynesville, NC to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and other first responder efforts in their respective communities; and,

WHEREAS, as of 2019 the US Senate has included language recognizing public works alongside fellow/other first responders,

RESOLVED, I, Mayor Gary Caldwell, do hereby designate October 28, 2025, as National First Responders Day. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies paying tribute to our public works first responders alongside law enforcement, firefighters, paramedics, emergency medical technicians, 911 operators, and other emergency personnel, to recognize the substantial contributions they make to protecting our national health, safety, and advancing the quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of Waynesville, NC, on this 28th day of October, 2025.

Gary Caldwell, Mayor

Attest:_____

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/28/25**

SUBJECT Adoption of Amendments to Tree Ordinance

AGENDA INFORMATION:

Agenda Location: Presentation

Item Number:

Department: Public Works

Contact: Rob Hites

Presenter: Kay Kirkman, Environmental Sustainability Board

BRIEF SUMMARY The Environmental Sustainability Board recommends the Town's Tree Ordinance be amended to increase protection of the existing tree canopy and establish a long-term plan to encourage the planting of trees within the Town. Kay Kirkman and her subcommittee have studied tree ordinances from other municipalities and drafted an ordinance for the Council's review. The amended ordinance establishes a "Tree Board" to provide policy guidance to the Council and establish an action plan to raise public awareness of the importance of a vibrant tree canopy within the Town. Ms. Kirkman will present a power point presentation to the Council in support of the ordinance which is attached. The ordinance amends the current tree ordinance found in Chapter 62 of the Code.

MOTION FOR CONSIDERATION: Accept the presentation and,after discussion, approve the ordinance

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: Amended Ordinance

MANAGER'S COMMENTS: You will find the new language of the ordinance highlighted in yellow. Sections 62-38 and 39 of the old ordinance have been retained.

ORDINANCE # O-42-25

**AN ORDINANCE AMENDING CHAPTER 62 ARTICLE II OF THE TOWN OF
WAYNESVILLE CODE OF ORDINANCES.**

WHEREAS, the Council of the Town of Waynesville adopted chapter 62 to protect the Town's tree canopy and encourage the planting and care of trees within the Town; and

WHEREAS, the Environmental Sustainability Board has studied the needs of the Town and recommend a more comprehensive approach to tree preservation; and

Whereas, The Board has drafted amendments to Chapter 62, Article II to codify their recommendations, **NOW, THEREFORE**,

**BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL THAT THE CHAPTER
62 Article II BE AMENDED AS FOLLOWS:**

ARTICLE II. - ~~TREES AND SHRUBS~~ TREE PROTECTION

~~DIVISION 1. - GENERALLY~~

Sec. 62-31. - Purpose and intent.

~~a. The purpose and intent of this article is to establish protective guidelines for trees in the town in order to promote the following:~~

- ~~1. Replenishment of the native stock of trees;~~
- ~~2. Tree conservation.~~
- ~~3. Groundwater recharge;~~
- ~~4. Retardation of stormwater runoff;~~
- ~~5. Oxygen regeneration.~~
- ~~6. Noise abatement;~~
- ~~7. Beautification of the town; and~~
- ~~8. Preservation of the aesthetic qualities inherent to a mountain community.~~

~~b. Additionally, the intent of this article is to encourage the protection of trees for which the town is recognized, and which is necessary toward maintaining the intent and purposes, and which is also vital in promoting quality, tourism and orderly development.~~

~~c. To this end, it is not recommended to fell, remove, damage, poison, substantially alter, destroy or cause to be destroyed any trees referenced by this article, except in accordance with the provisions of this article.~~

~~—(Ord. No. 25-98, § 99.01, 8-11-1998)~~

The purpose of this ordinance is to preserve, maintain and increase tree canopy to protect the public health, safety, and welfare, to protect native wildlife, and to enhance the quality of life within the Town of Waynesville. Protection of tree canopy on town properties and rights-of-way are intended to:

(1) Protect, conserve, and promote the aesthetic appeal, value and character of the Town;

(2) Promote public health and safety through the reduction of noise, stormwater runoff, air pollution, visual pollution, and artificial light glare;

(3) Maximize shading and cooling effects of trees to reduce energy use and protect public health;

(4) Encourage the protection and planting of native trees;

(5) Preserve wildlife habitat by protecting the municipal urban canopy;

Sec. 62-32. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

~~Protected tree means a woody, perennial plant that is:~~(1)

~~Located within a tree protective zone and has a single trunk which has reached a diameter of eight inches or a circumference of 25 inches when measured 18 inches above the ground;~~(2)

~~A species of oak, maple (hardwood variety), walnut, poplar, dogwood, hickory, beech, sourwood, or birch tree, regardless of zoning location, that has a single trunk which has reached a diameter of five inches or a circumference of 16 inches, when measured 18 inches above the ground; or~~(3)

~~Any tree in or upon the streets, sidewalks or other publicly owned property of the town.~~

~~Protective barrier means a physical structure limiting access to a protected tree, composed of wood or other suitable materials which assures compliance with the intent of this article.~~

~~Relocate and relocation mean the digging by a property owner or his authorized representative of a tree from one place on his property and the transplanting of the same tree in another place on the same property or in a public place as directed by the community appearance commission.~~

~~Remove and removal mean the actual removal of a tree by digging, cutting or the effective removal through damage.~~

~~Substantially alter and substantial alteration mean the injury, mutilation, disfiguring or substantial trimming of a tree such that the aesthetic, ecologic or economic value of the tree is~~

~~substantially impaired. Routine trimming shall not be considered substantial alteration for which a permit is necessary except as otherwise provided in this article.~~

~~Tree protective zone means all tracts of land lying within any residential, commercial or industrial zoning district as designated on the set of official zoning maps of the town.~~

~~{Ord. No. 25-98, § 99.02, 8-11-1998}~~

~~Cross reference—Definitions generally, § 1-2.~~

As used in this article, the following words, terms and phrases, have the meanings indicated:

Right-of-way: That property located within and adjoining the streets, roads and highways within the town, which rights-of-way are owned by the town or the state or are otherwise maintained by the town or the state.

Town property: All real property which is owned or leased by the Town of Waynesville, or which is maintained by it, or any part of any right-of-way as defined hereinafter.

Tree topping: severely cutting limbs larger than 3" in diameter to stubs within the tree's crown so as to remove the normal canopy and disfigure the tree.

Substantially alter and substantial alteration: mean the injury, disfiguring or substantial trimming of a tree such that the aesthetic, ecologic or economic value of the tree is substantially impaired. Routine trimming shall not be considered

Sec. 62-33 Applicability

The terms and provision of this chapter shall apply to all Town property as previously defined. The terms and provision of this chapter shall be consistent with any requirements imposed by state law or by the North Carolina Department of Transportation in connection with any state-owned or maintained right-of-way.

Sec. 62-34 Jurisdiction: duties and authority.

For carrying out the provisions of this ordinance, the Town Manager, or designee, shall have the jurisdiction, authority, control, supervision, and direction over all trees planted or growing upon Town property, streets and rights-of-way within the town and the planting, removal, care, maintenance, and protection thereof, including the enforcement of the provisions of this ordinance. This authority includes all trees managed in Town parks and all trees within utility rights-of-way. The Town Manager, or designee will ensure that the Town progresses in tree management activities to achieve NC Forest Service Urban and Community Tree Management Standards.

Sec. 62-35 Authority to treat or remove trees or shrubbery

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- a. The Town Manager, or designee, shall have the right to remove trees and shrubs on all Town property and rights-of-way, or as may be necessary to insure safety because the tree is dead, diseased, injured, or poses a threat to pedestrian or vehicular safety, or is causing drainage or passage problems upon rights-of-way; or if the removal of the tree or shrub is necessary and desirable in order to enhance or benefit the health or condition of other trees.
 - b. The Town Manager, or designee, shall have the right to routinely maintain tree health by trimming, or spraying city trees or rights-of-way trees, provided that all tree maintenance actions comply with the Tree Care Industry Association (TCIA), formerly the National Arborist Association Inc., Pruning Standards for Shade Trees (ANSI A300) or updated versions of these standards.
 - c. The Town Manager, or designee, shall have the right to declare a tree or shrub on private property to be a hazardous and dangerous condition requiring removal or trimming if the tree or shrub obstructs public street lights, utility lines, the passage of pedestrians on sidewalks, vision of traffic signs, view of any street or alley intersection, or interferes with the free and safe passage along the public street by pedestrians and vehicular traffic, or has roots causing damage to sidewalks, public streets, public water or sewer mains or other public utilities.
 - d. All Town departments and divisions shall coordinate as necessary with the Town Director of the Public Works Department, or designee, and will provide services as required to ensure compliance with this Ordinance as it relates to Town of Waynesville streets, alleys, rights-of-way, drainage, easements, parks, and other public properties not under direct jurisdiction of the Director.

Sec. 62-36 Tree Board

- a. *Establishment of the Waynesville Tree Board.* There is hereby established a Waynesville Tree Board. The Board shall consist of up to 7 members appointed by the Town Council. The Director of the Department of Public Works, or designee, will serve as an ex officio member without a vote and will serve as long as they hold this position; at least 1 member of the Waynesville Environmental Sustainability Board, and other interested citizens will be appointed to three-year terms and will be replaced or reappointed by the Tree Board. Tree Board members shall serve without compensation.
- b. *Meeting Requirements.* The Tree Board shall adopt rules for its business transactions and shall keep a public record of its members' attendance and of its resolutions, discussions, findings and recommendations. The Tree Board shall set a regular schedule for quarterly meetings and the chairman may call a special meeting upon request of a majority of the members of the board. A majority of the members but in no event less than three voting members shall be a quorum for the transaction of business.
- c. *Duties of the Waynesville Tree Board.* It shall be the responsibility of the Tree Board to serve as an advisory committee to the Town Council with the following duties and responsibilities:
 - 1) Review and update a 5-year plan and an annual plan for the care, preservation, pruning, planting, replanting, removal or disposal of trees and shrubs in parks, along streets and in other

public areas. Such plan will be prepared by the Town Director of the Department of Public Works, or designee.

2) Develop official street tree species lists. The list will indicate species of native trees, shade trees and ornamental trees, that are acceptable to be planted as street trees. A list will also include those tree species prohibited to be planted under any circumstances.

3) Define the goal of future tree canopy increase for the Town and identify replacement species appropriate for a changing climate.

4) Every six years, or as directed by the Town Manager or Town Council, the Tree Board shall review the current ordinance, and general agreements regarding municipal properties and send recommendations to the Town Manager and Town Council to either maintain the current status or adjust the current ordinance.

5) Investigate available grants, loans or contributions from other governmental agencies, public or private corporations, or individuals; and recommend the expenditure of any proceeds toward the accomplishment of the Tree Board's purpose.

6) Foster public awareness activities such as the development of education materials and programs relating to trees.

7) Plan and execute an Annual Arbor Day Event to be held on Town or school properties.

8) Help in preparation of an annual application for Tree City USA for the Town of Waynesville.

9) Submit an annual report of the Board's activities to the Town Council.

10) Other duties that may be assigned by the Town Manager and/or Town Council.

Sec 62-37 Trimming, pruning, planting and removal of trees on Town property or rights-of-way;

a. No person shall remove, destroy, cut, prune (including the root system) or substantially alter any tree or shrub having greater than 3 inches diameter at breast height (dbh= 4.5 ft high from ground) that is growing on Town property or rights-of-way, or contract with another person to perform such acts without first obtaining written permission from the Town Manager, or designee, and without complying strictly with the provisions of this ordinance.

b. No person shall plant or contract with another to plant any tree or shrub in any public street right-of-way or Town property without permission from the Town Manager.

c. Individual agreements will not be required for the Town and/or North Carolina Department of Transportation projects provided that the tree preservation and protection requirements are included in the project plans, and approved by the Town Manager, or designee.

d. Utility companies, surveyors, and governmental agencies constructing or maintaining easements for water, sewer, electricity, gas, drainage, telephone, internet, or television transmission shall execute a written general agreement with the town which, at a minimum:

- (1) As a policy, requires the least possible alteration of trees;
- (2) Establishes design guidelines for construction and maintenance which identify the saving of trees as a factor to be considered in the design process;
- (3) Requires a consultation process with and approval of the Town Manager or designee before the commencement of construction projects, maintenance work within five feet of trees, or the removal of trees;
- (4) Provides that a breach of such agreement constitutes a violation of this ordinance;
- (5) Provides that all pruning of Town trees on rights-of-way shall comply with the Tree Care Industry Association (TCIA), formerly the National Arborist Association Inc., Pruning Standards for Shade Trees (ANSI A300) or subsequent revisions of these standards. In accordance, this ordinance explicitly forbids tree topping.

Sec. 62-38. - Tree relocation or replacement.

When obtaining a development permit, the applicant will be asked to replace each ~~protected~~ tree (with a diameter of 4" or more) being removed at not less than a 2 to 1 ratio unless the tree removal involves road development, in which case a 1 to 1 ratio is desired. As a condition to the granting of a development permit, the applicant may, at the discretion of ~~the community appearance commission~~, **Tree Board** be asked to replace each ~~protected~~ tree being substantially altered, at not less than a 2 to 1 ratio. It is the prerogative of the ~~community appearance commission~~ **Tree Board** to specify alternate public property locations for planting of replacement trees. Each replacement tree may have characteristics comparable to those of the ~~protected~~ tree removed and shall be a minimum of ~~1½~~ 3-inch caliper nursery stock, ~~five~~ **ten feet** minimum height after planting. Required type of replacement tree and location of relocated or replacement trees may be identified by the ~~community appearance commission~~ **Development Services Department** prior to issuance of a development permit, ~~taking into consideration the factors listed in~~ [section 62-33](#).

Sec. 62-39. - Protection of trees during building operations

- a. It is ~~recommended for~~ **required** that any person developing, redeveloping or improving any parcel of land not to store within 20 feet of the trunk of any ~~protected~~ tree, equipment, material, debris, fill, gasoline, oil, paint, chemicals or other materials. ~~harmful to trees.~~ (b)
- b. It is recommended prior to developing, redeveloping or improving a parcel that each developer or builder erect and maintain suitable protective barriers so as to prevent damage

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- to protected trees with a diameter of 8 inches or greater. Wood, metal or other substantial material may be utilized in the construction of protective barriers. This protection, when utilized, should remain until such time as the development, redevelopment or improvement is completed.(c)
- c. During construction, protection for trees should be provided by not allowing attachments or wires to be attached to any protected tree.(d)
 - d. Paving with concrete, asphalt or any other impervious material within five feet ~~of the outside diameter of any protected tree should be eliminated~~ the dripline of any tree.

Sec. 62-40 Emergencies.

In the case of emergencies, such as windstorms, ice storms, fire or other disasters, the requirements of this chapter may be waived by the Town during the emergency period so that the requirements of this ordinance will in no way hamper private or public work to restore order in the town. This shall not be interpreted to be a general waiver of the intent of this ordinance.

Sec. 62-41 Enforcement and appeal.

- d. Any person who violates any of the provisions of this chapter shall be notified by the Town Manager, or designee, of the specific violation by certified or registered mail, return receipt requested, or by hand delivery. The notice shall set forth the nature of the violation, the penalty the violation is subjected to, the measures required to comply with this ordinance, with the specific Code provision violated, including the replacement of or value of any removed tree.
- e. Any person dissatisfied with the decision of the Town Manager, or designee, may file a written appeal within seven (7) days of the decision to the Waynesville Town Council. This appeal must be in writing and directed to the Town Manager who shall have the appeal placed before the Council for a final determination, from which there shall be no further appeal.
- f. No regulated tree shall be removed during the pendency of any appeal.

Sec. 62-42 Penalties.

Any person who violates any of the provisions of this chapter shall be subject to a civil penalty assessed by the Town Manager, or designee, taking into consideration the amount of money that the violator would be required to spend to be in compliance with the requirement of the specific Code provision violated, including the replacement value of any removed tree.

Secs. 62-43—62-70. - Reserved.

Adopted this 28th day of October 2025.

Town of Waynesville

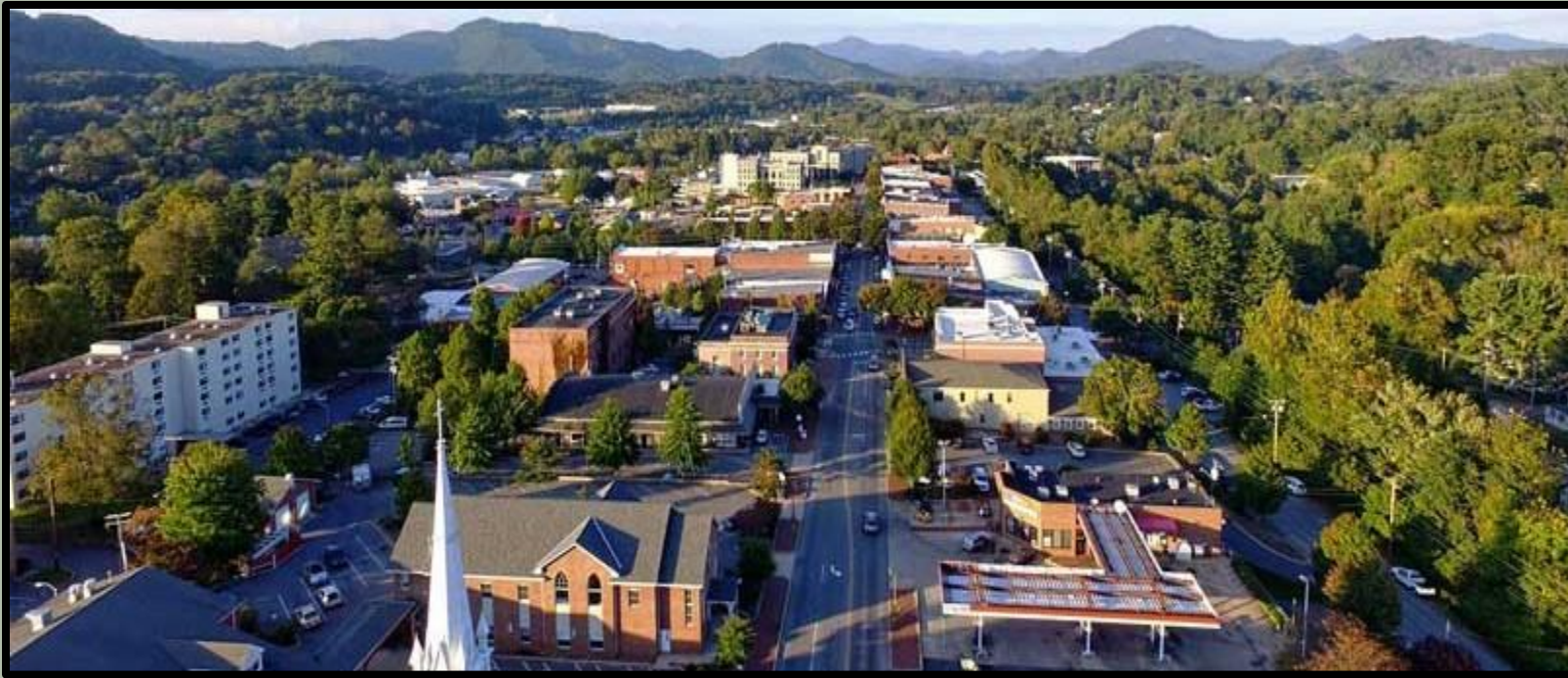
Mayor Gary Caldwell

ATTEST:

Candace Poolton, Town Clerk

Town of Waynesville

Proposed Municipal Tree Ordinance



Waynesville Environmental Sustainability Board

Town of Waynesville

Proposed Municipal Tree Ordinance

- Why the ESB is proposing this ordinance
- Significant community benefits of trees
- Goals and outcomes for Waynesville tree management and protection

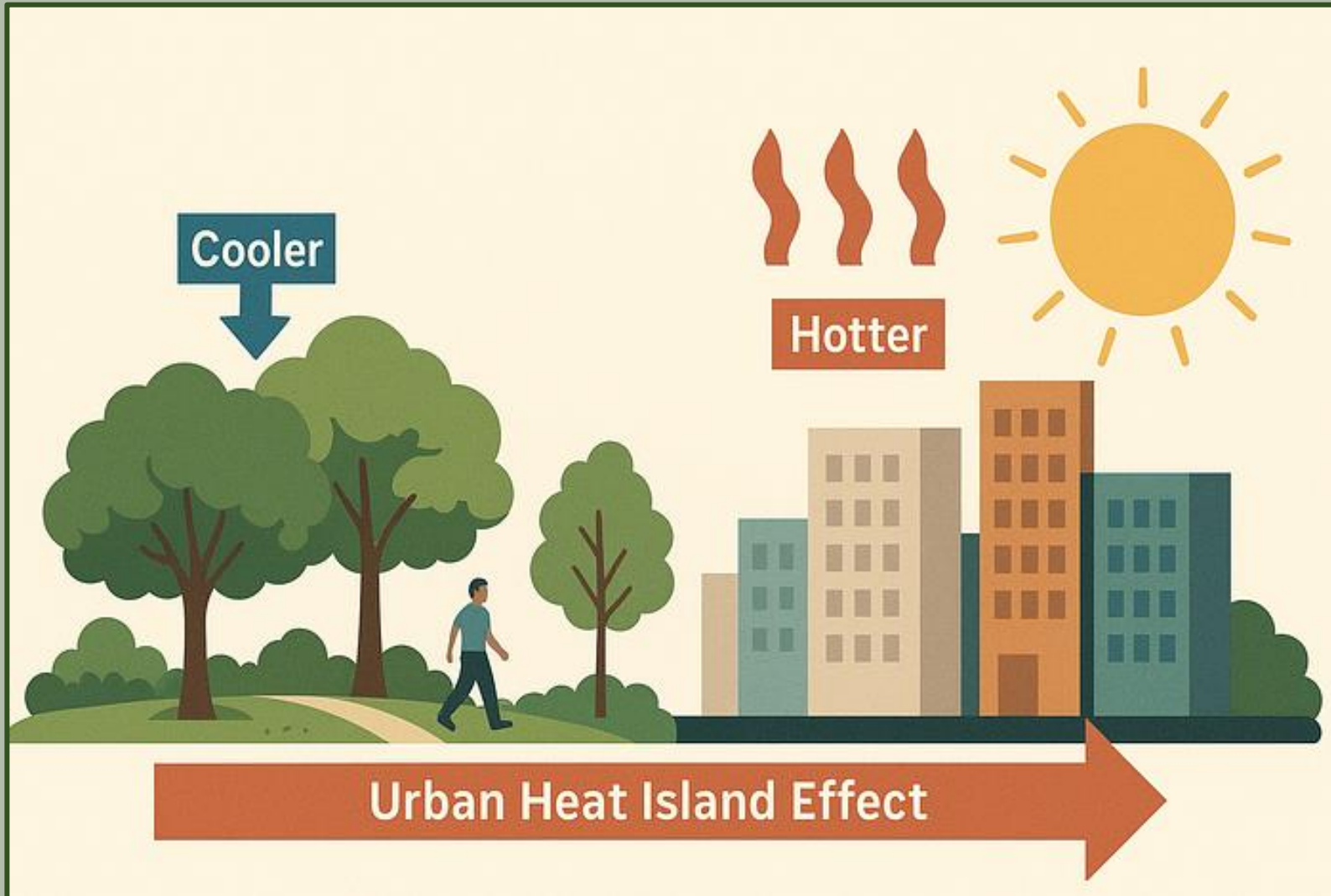
Waynesville Environmental Sustainability Board

MISSION STATEMENT:

*... supports the Town Council by guiding informed decisions that **reduce greenhouse gas emissions, improve air and water quality, save money, and ensure the long-term stewardship of natural resources for the community's benefit.***

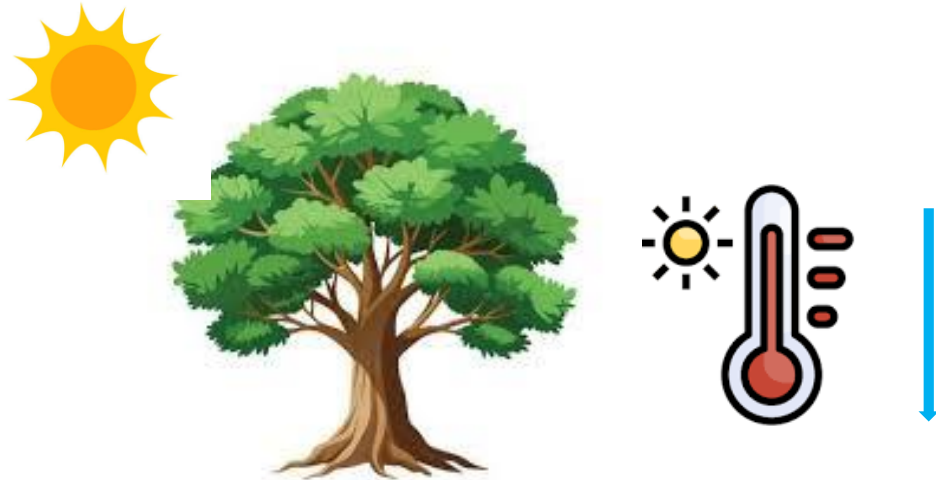
ESB Project Teams: Urban Ecology, Electric Transportation, Energy Source & Efficiency

NEED TO REDUCE HEAT ISLAND EFFECTS IN WAYNESVILLE



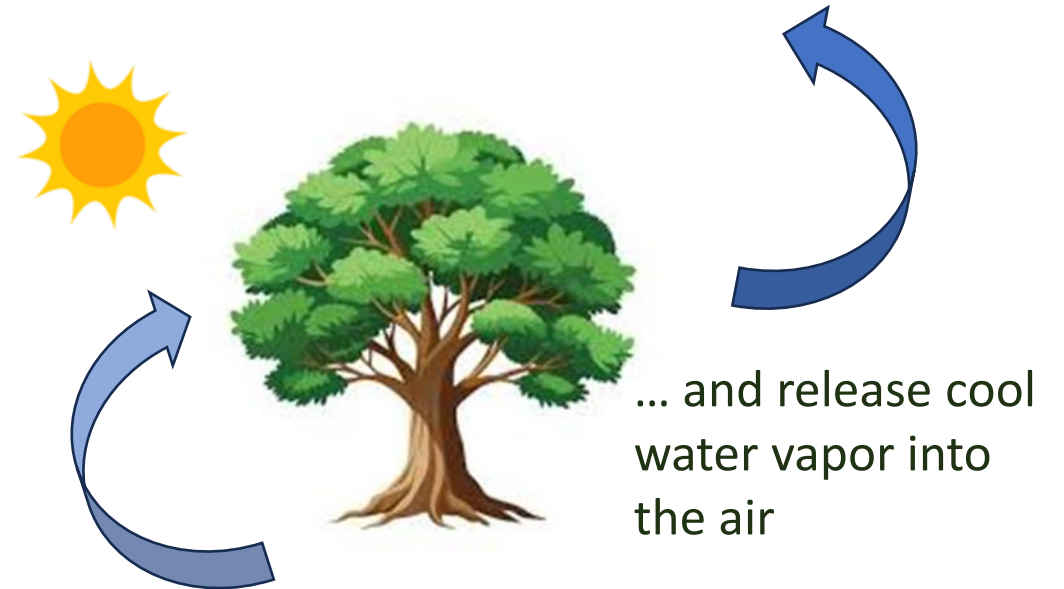
Trees **COOL** the environment AND people= ENERGY SAVINGS

BLOCKING SUNLIGHT



Shade from trees lowers surface temperatures (ground, roofs, pavements, etc.) around 25-40 degrees F.

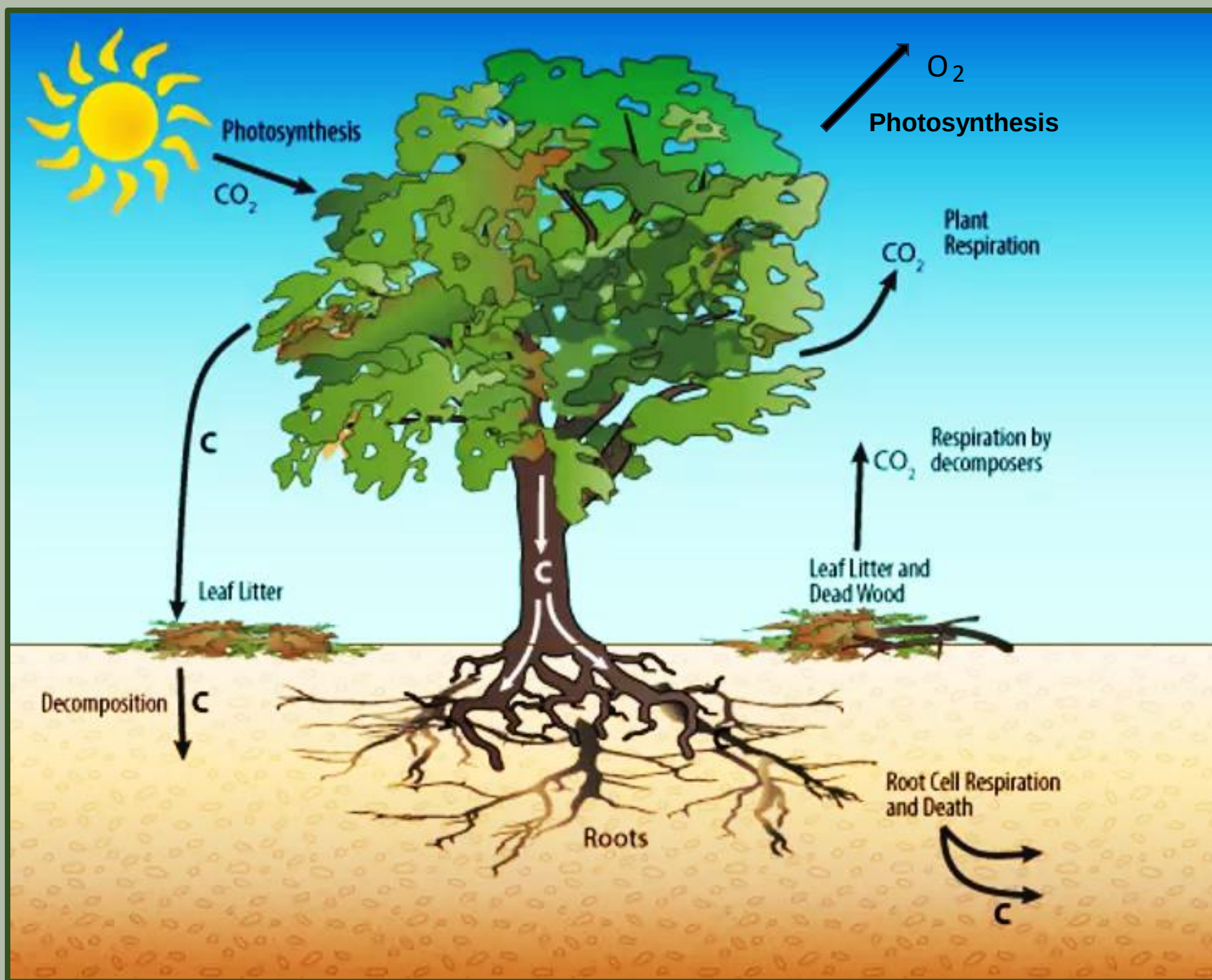
EVAPOTRANSPIRATION



Trees absorb water through their roots...

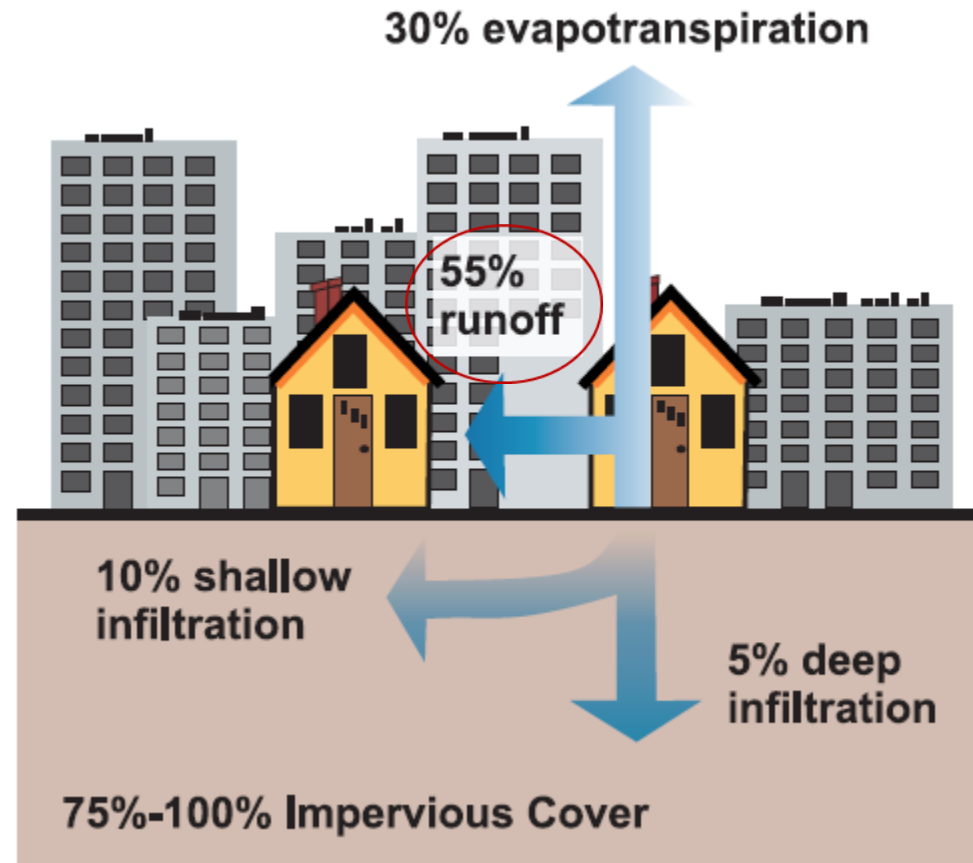
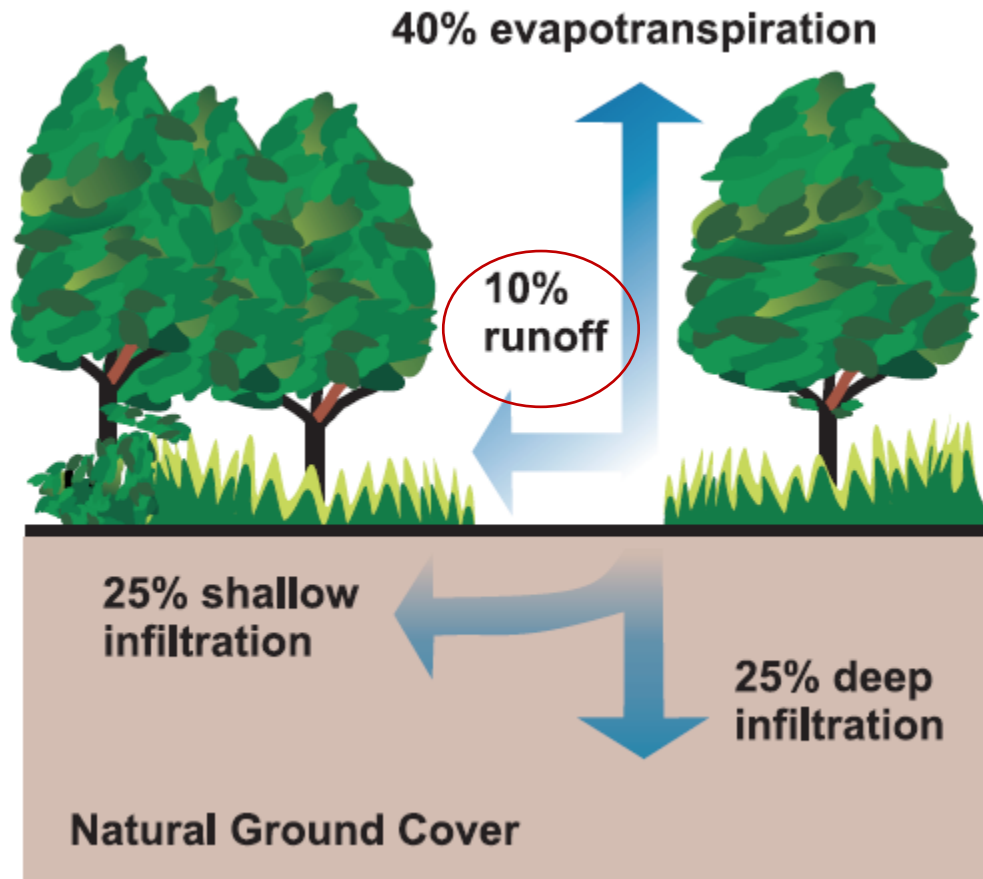
... and release cool water vapor into the air

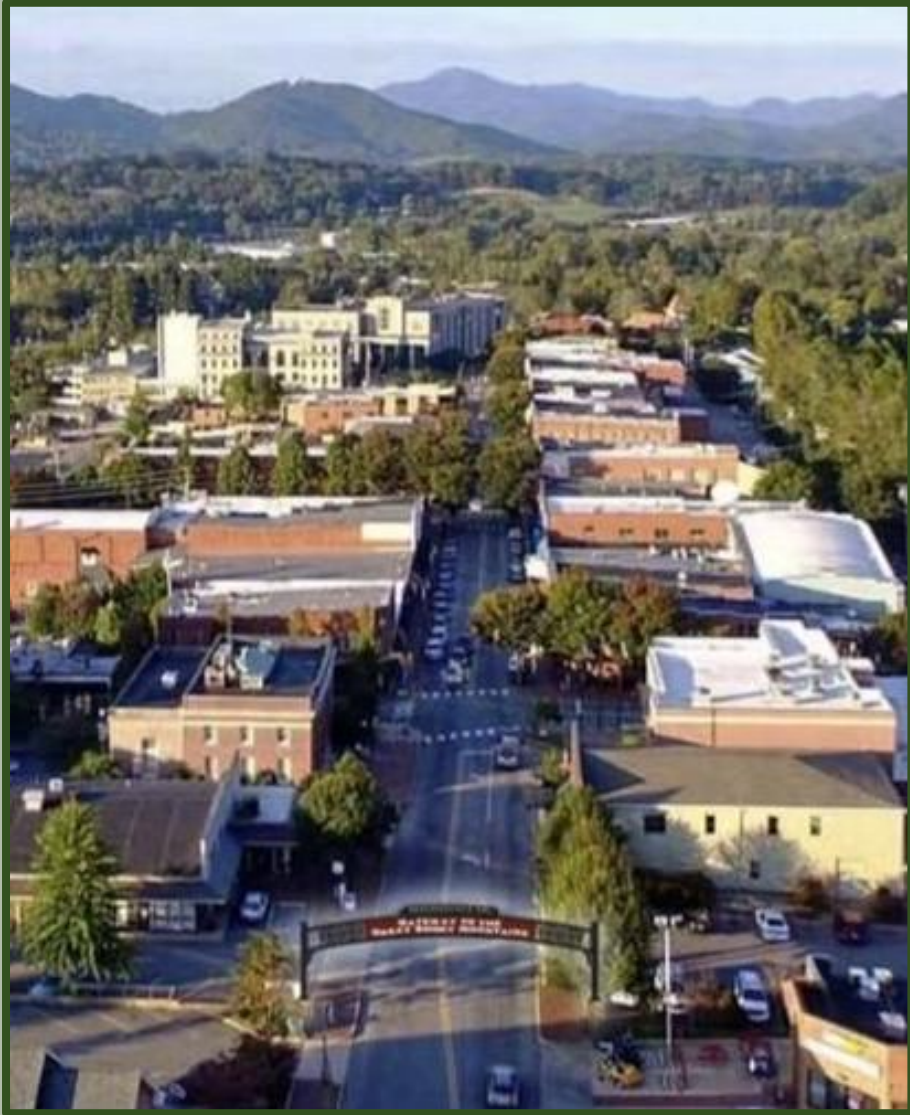
Reduces energy demand for air conditioning reduces greenhouse gas emissions



Trees store carbon, and help reduce CO_2 emissions and other air pollutants

MAJOR BENEFIT: TREES REDUCE STORMWATER RUNOFF





OTHER BENEFITS OF PROTECTING OUR URBAN TREES

- Reduces noise pollution, visual pollution, artificial light glare
- Preserves animal habitat
- ❖ **Promotes the aesthetic appeal, value and character of Waynesville – the gateway to the Smoky Mountains**

GOALS OF WAYNESVILLE MUNICIPAL TREE ORDINANCE

- Establish authority of protection of trees on public properties, streets and rights of way
- Assign responsibility for the care of public trees to the Director of Public Works Department to ensure compliance of Ordinance among Town Departments and Divisions
- Require an annual management plan and budget
- Establish Advisory Tree Board to serve as an advocate for urban and community forestry to:
 - Help get work done
 - Bring in additional \$\$
 - Raise public awareness

ACHIEVE TREE CITY USA RECOGNITION:

Eligibility for outside funding



**Delegate responsibility for town-owned trees (e.g.,
Department and Tree Board)**



Establish A Tree Care Ordinance



**Maintain A Community Forestry Program With An
Annual Budget Of At Least \$2 Per Capita**



Proclaim and Observe Arbor Day

SUMMARY

The proactive maintenance, protection, and promotion of trees on public properties will help foster protection of the broader community forest.

This will ensure the long-term stewardship of natural resources for the community's benefit, as well as the visitors to our Town.

ORDINANCE # O-42-25

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~~c. To this end, it is not recommended to fell, remove, damage, poison, substantially alter, destroy or cause to be destroyed any trees referenced by this article, except in accordance with the provisions of this article.~~

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6) Foster public awareness activities such as the development of education materials and programs relating to trees.

7) Plan and execute an Annual Arbor Day Event to be held on Town or school properties.

8) Help in preparation of an annual application for Tree City USA for the Town of Waynesville.

9) Submit an annual report of the Board's activities to the Town Council.

10) Other duties that may be assigned by the Town Manager and/or Town Council.

Sec 62-37 Trimming, pruning, planting and removal of trees on Town property or rights-of-way;

a. No person shall remove, destroy, cut, prune (including the root system) or substantially alter any tree or shrub having greater than 3 inches diameter at breast height (dbh= 4.5 ft high from ground) that is growing on Town property or rights-of-way, or contract with another person to perform such acts without first obtaining written permission from the Town Manager, or designee, and without complying strictly with the provisions of this ordinance.

b. No person shall plant or contract with another to plant any tree or shrub in any public street right-of-way or Town property without permission from the Town Manager.

c. Individual agreements will not be required for the Town and/or North Carolina Department of Transportation projects provided that the tree preservation and protection requirements are included in the project plans, and approved by the Town Manager, or designee.

d. Utility companies, surveyors, and governmental agencies constructing or maintaining easements for water, sewer, electricity, gas, drainage, telephone, internet, or television transmission shall execute a written general agreement with the town which, at a minimum:

- (1) As a policy, requires the least possible alteration of trees;
- (2) Establishes design guidelines for construction and maintenance which identify the saving of trees as a factor to be considered in the design process;
- (3) Requires a consultation process with and approval of the Town Manager or designee before the commencement of construction projects, maintenance work within five feet of trees, or the removal of trees;
- (4) Provides that a breach of such agreement constitutes a violation of this ordinance;
- (5) Provides that all pruning of Town trees on rights-of-way shall comply with the Tree Care Industry Association (TCIA), formerly the National Arborist Association Inc., Pruning Standards for Shade Trees (ANSI A300) or subsequent revisions of these standards. In accordance, this ordinance explicitly forbids tree topping.

Sec. 62-38. - Tree relocation or replacement.

When obtaining a development permit, the applicant will be asked to replace each ~~protected~~ tree (with a diameter of 4" or more) being removed at not less than a 2 to 1 ratio unless the tree removal involves road development, in which case a 1 to 1 ratio is desired. As a condition to the granting of a development permit, the applicant may, at the discretion of ~~the community appearance commission~~, **Tree Board** be asked to replace each ~~protected~~ tree being substantially altered, at not less than a 2 to 1 ratio. It is the prerogative of the ~~community appearance commission~~ **Tree Board** to specify alternate public property locations for planting of replacement trees. Each replacement tree may have characteristics comparable to those of the ~~protected~~ tree removed and shall be a minimum of ~~1 1/2~~ 3-inch caliper nursery stock, ~~five~~ **ten feet** minimum height after planting. Required type of replacement tree and location of relocated or replacement trees may be identified by the ~~community appearance commission~~ **Development Services Department** prior to issuance of a development permit, ~~taking into consideration the factors listed in~~ [section 62-33](#).

Sec. 62-39. - Protection of trees during building operations

- a. It is ~~recommended for~~ **required** that any person developing, redeveloping or improving any parcel of land not to store within 20 feet of the trunk of any ~~protected~~ tree, equipment, material, debris, fill, gasoline, oil, paint, chemicals or other materials. ~~harmful to trees.~~ (b)
- b. It is recommended prior to developing, redeveloping or improving a parcel that each developer or builder erect and maintain suitable protective barriers so as to prevent damage

-
- to protected trees with a diameter of 8 inches or greater. Wood, metal or other substantial material may be utilized in the construction of protective barriers. This protection, when utilized, should remain until such time as the development, redevelopment or improvement is completed.(c)
- c. During construction, protection for trees should be provided by not allowing attachments or wires to be attached to any protected tree.(d)
 - d. Paving with concrete, asphalt or any other impervious material within five feet ~~of the outside diameter of any protected tree should be eliminated~~ the dripline of any tree.

Sec. 62-40 Emergencies.

In the case of emergencies, such as windstorms, ice storms, fire or other disasters, the requirements of this chapter may be waived by the Town during the emergency period so that the requirements of this ordinance will in no way hamper private or public work to restore order in the town. This shall not be interpreted to be a general waiver of the intent of this ordinance.

Sec. 62-41 Enforcement and appeal.

- d. Any person who violates any of the provisions of this chapter shall be notified by the Town Manager, or designee, of the specific violation by certified or registered mail, return receipt requested, or by hand delivery. The notice shall set forth the nature of the violation, the penalty the violation is subjected to, the measures required to comply with this ordinance, with the specific Code provision violated, including the replacement of or value of any removed tree.
- e. Any person dissatisfied with the decision of the Town Manager, or designee, may file a written appeal within seven (7) days of the decision to the Waynesville Town Council. This appeal must be in writing and directed to the Town Manager who shall have the appeal placed before the Council for a final determination, from which there shall be no further appeal.
- f. No regulated tree shall be removed during the pendency of any appeal.

Sec. 62-42 Penalties.

Any person who violates any of the provisions of this chapter shall be subject to a civil penalty assessed by the Town Manager, or designee, taking into consideration the amount of money that the violator would be required to spend to be in compliance with the requirement of the specific Code provision violated, including the replacement value of any removed tree.

Secs. 62-43—62-70. - Reserved.

Adopted this 28th day of October 2025.

Town of Waynesville

Mayor Gary Caldwell

ATTEST:

Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: October 28, 2025**

SUBJECT: Waynesville Public Art Commission Presentation

AGENDA INFORMATION:

Agenda Location: Presentation
Item Number:
Department: Administration
Contact: Candace Poolton
Presenter: Candace Poolton and George Kenney, Chairman

BRIEF SUMMARY: The Waynesville Public Art Commission would like to update Council on their mission and goals, as well as an exciting upcoming project.

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: 10/28/2025**

SUBJECT Approval of Proposal for HR Consulting Services with Lisa DeLane Huneycutt for a **Compensation Study** focused on **Public Works Positions within the Water Treatment, Sewer Treatment, and Electric Divisions.**

AGENDA INFORMATION:

Agenda Location: New Business

Department: Human Resources/Administration

Contact: Page McCurry

Presenter: Page McCurry

BRIEF SUMMARY The Town of Waynesville Human Resources Department requests approval for a consulting engagement with **Lisa DeLane Huneycutt, HR Consultant**, to conduct a targeted **Compensation Study** for key positions within the **Public Works Department**.

The **purpose** of the study is to ensure that salaries and pay ranges for these positions are competitive with the external labor market to meet the Town's current and future business needs for **attracting and retaining top quality employees**.

This is a critical need, as the Public Works Department has experienced a **turnover rate of 39.76%** in the current calendar year as of October 17, 2025. Several employees have cited "**More Money**" as their reason for leaving, including positions like Senior Treatment Plant Operator, Chief Treatment Plant Operator (Sewer Treatment), Utility Maintenance Worker, Equipment Operator, and Electric Groundsman.

The consulting proposal outlines:

- **Total Hours:** 80 hours
- **Duration:** 11 weeks (October 15, 2025 – December 31, 2025)
- **Rate:** **\$125 per hour** plus minimal expenses.
- **Estimated Cost:** \$10,000 (80 hours x \$125/hour) plus minor expenses (mileage reimbursed at the IRS rate, currently **70 cents per mile** for business use).
- **Billing:** One half of the estimated cost (\$5,000) will be invoiced at the beginning of the project, and the remainder at the end.

The project will focus on identifying benchmark Public Works jobs that cover approximately **50% of the Town's job classifications (around 80 jobs)**, conduct a custom salary survey, analyze the data, and provide recommendations for adjustments to the existing pay plan and compensation procedures.

MOTION FOR CONSIDERATION: To **approve** the proposal for HR Consulting Services with Lisa DeLane Huneycutt for a Public Works Compensation Study, as attached, for a total estimated cost of **\$10,000 plus minimal expenses** to be divided equally among the Water Fund, Sewer Fund, and Electric Fund.

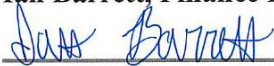
FUNDING SOURCE/IMPACT:

Fund	Estimated Cost Share
Water Fund	\$3,333.33
Sewer Fund	\$3,333.33

Fund	Estimated Cost Share
Electric Fund	\$3,333.34
Total Estimated Cost	\$10,000.00 plus expenses

The cost of this compensation study will be allocated across **three enterprise funds**: the **Water Fund, Sewer Fund, and Electric Fund**. This division of cost is appropriate given the scope of the turnover data, which includes positions from Water Treatment, Sewer Treatment, Sewer Maintenance, Water Maintenance, and Electric Maintenance departments.

Ian Barrett, Finance Director (Signature and Date)





ATTACHMENTS: Proposal for Compensation Study 10.20.2025.docx

MANAGER'S COMMENTS: None

**Proposal for HR Consulting Services
Compensation Study for
Town of Waynesville, North Carolina
Prepared by Lisa DeLane Huneycutt, HR Consultant
October 15, 2025**

Purpose: To complete a compensation study for the Town of Waynesville to ensure that salaries and pay ranges are competitive with the external labor market to meet the Town's current and future business needs for attracting and retaining top quality employees.

Consultant: Lisa DeLane Huneycutt
7100 Palafox Drive
Concord, NC 28025
Email: Dhuneycuttconsulting@gmail.com
Cell phone: 704-621-6987

Deliverables: Salary survey data for benchmark positions with updated compensation information from benchmark communities in the local area labor market and market rates for each benchmark position.

Custom survey document with benchmark jobs.

Compensation analysis using survey data to determine the Town's competitive position in the market.

Final written report and/or presentation, including recommendations for adjustments to existing pay plan based on salary survey results; recommendations for any changes to compensation procedures and practices; and an implementation plan including estimated budget options and timeline.

Survey Sources: Custom salary survey of up to 25 entities in the recruitment region.

Benchmark Jobs: To be identified by client in conjunction with the consultant to cover 50% of the Town's job classifications, around 80 jobs.

Hours: **80 hours** – Includes custom survey with compensation analysis and recommendations.

Duration: **11 weeks – October 15, 2025 – December 31, 2025**

Rate: \$125 per hour plus expenses. Expenses are expected to be minimal.

Location: Services may be provided on-site, off-site, on-line or by telephone.

- Accountability:** Consultant will report biweekly or more frequently as needed to the Human Resources Director.
- Confidentiality:** Consultant will protect the confidentiality of all personnel records as defined by State law and Town of Waynesville policies and will maintain the confidentiality of all such information whether providing services on-site or off-site.
- Billing:** Consultant will provide a detailed invoice of services provided and the hours worked on a monthly basis. One half of the estimated cost of the project will be invoiced at the beginning and end of the project. Invoices are payable within 30 days following submission unless the Town's financial operations require a different schedule. Any request for reimbursement of expenses will be included on the invoice and supported by appropriate documentation as required by the Town of Waynesville. Any mileage expenses will be reimbursed at the IRS rate.

Services Provided by the Consultant:

- Meet with Waynesville management to discuss expectations, strategies and key project deadlines and deliverables.
- Review all appropriate documents including the current pay plan, organization charts, turnover data, previous salary surveys, and class specifications for benchmark jobs.
- Identify job classifications where Waynesville is experiencing recruitment and retention issues that may be compensation related.
- Review and update any job classifications for any jobs that may not be appropriately classified.
- Identify benchmark jobs to be included in the custom salary survey.
- Prepare survey questionnaire to verify salary ranges for the target survey sources.
- Follow up with telephone surveys to supplement response rate from written surveys.
- Analyze survey data from the target area and compare to Town of Waynesville salary ranges and rates of pay for each job classification.
- Prepare recommendations for changes in the salary ranges.
- Review compensation procedures/policies and recommend any changes to facilitate implementation of the revised pay plan.
- Discuss recommendations with Town Leadership, Human Resources Director, and other appropriate staff before preparing final presentation.
- Prepare final presentation with recommendations and present to Town Leadership and Human Resources Director, if desired by the client.
- Develop presentation with recommendations to present to the Waynesville Town Council if desired by the client.
- Other services as requested by the client.

References available upon request

Lisa DeLane Huneycutt, Compensation Consultant

Date

Robert W. Hites, Town Manager

Date

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: Oct. 28, 2025**

SUBJECT: Formation of a 501(c)3 nonprofit as an extension of the Downtown Waynesville Commission

AGENDA INFORMATION

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

BRIEF SUMMARY

Town Attorney Martha Bradley has prepared Articles of Incorporation for the formation of a 501(c)3 nonprofit, "Friends of Downtown Waynesville," as an extension of the Downtown Waynesville Commission.

MOTIONS FOR CONSIDERATION

Motion to approve Articles of Incorporation prepared by Town Attorney Bradley for the formation of a 501(c)3 nonprofit, "Friends of Downtown Waynesville," as an extension of the Downtown Waynesville Commission.

FUNDING SOURCE/IMPACT

ATTACHMENTS

Proposed Articles of Incorporation for Friends of Downtown Waynesville, Inc.

MANAGER'S COMMENTS AND RECOMMENDATIONS

State of North Carolina
Department of the Secretary of State

ARTICLES OF INCORPORATION
NONPROFIT CORPORATION

Pursuant to §55A-2-02 of the General Statutes of North Carolina, the undersigned corporation does hereby submit these Articles of Incorporation for the purpose of forming a nonprofit corporation.

1. The name of the nonprofit corporation is: Friends of Downtown Waynesville, Inc.

2. ☒ (Check only if applicable.) The corporation is a charitable or religious corporation as defined in NCGS §55A-1-40(4).

3. The name of the initial registered agent is: Martha Sharpe Bradley

4. The street address and county of the initial registered agent's office of the corporation is:

Number and Street: 370 N. Main St., Ste. 310

City: Waynesville State: NC Zip Code: 28786 County: Haywood

The mailing address *if different from the street address* of the initial registered agent's office is:

Number and Street or PO Box: 9 S. Main St.

City: Waynesville State: NC Zip Code: 28786 County: Haywood

5. The name and address of each incorporator is as follows:

Name	Address
<u>Martha Sharpe Bradley</u>	<u>370 N. Main St., Ste. 310, Waynesville, NC 28786</u>
<u>Jon Feichter</u>	<u>9 S. Main St., Waynesville, NC 28786</u>
<u> </u>	<u> </u>
<u> </u>	<u> </u>

6. (Check either "a" or "b" below.)

a. ☐ The corporation will have members.

b. ☒ The corporation will not have members.

7. Attached are provisions regarding the distribution of the corporation's assets upon its dissolution.

8. Any other provisions which the corporation elects to include are attached.

9. The street address and county of the principal office of the corporation is:

Principal Office Telephone Number: (828) 456-3517

Number and Street: 9 S. Main St.

City: Waynesville State: NC Zip Code: 28786 County: Haywood

The mailing address *if different from the street address* of the principal office is:

Number and Street or PO Box: _____

City: _____ State: _____ Zip Code: _____ County: _____

10. **(Optional):** Listing of Officers (See instructions for why this is important)

Name	Address	Title
Jon Feichter	9 S. Main St. Waynesville, NC 28786	President

11. **(Optional):** Please provide a business e-mail address: bethgilmore@waynesvillenc.gov.

The Secretary of State's Office will e-mail the business automatically at the address provided at no charge when a document is filed. The e-mail provided will not be viewable on the website. For more information on why this service is being offered, please see the instructions for this document.

12. These articles will be effective upon filing, unless a future time and/or date is specified: _____

This is the _____ day of _____, 2025.

LAW OFFICE OF MARTHA SHARPE BRADLEY, PLLC

Incorporator Business Entity Name

Signature of Incorporator

Martha Sharpe Bradley

Type or print Incorporator's name and title, if any

NOTES:

1. Filing fee is \$60. This document must be filed with the Secretary of State.

ATTACHMENT TO ARTICLES OF INCORPORATION

7. Distributions Upon Dissolution

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation exclusively to the Town of Waynesville, a North Carolina municipal corporation, to be used exclusively for public purposes and for the benefit of the Downtown Waynesville Municipal Service District. Any such assets not so disposed of shall be disposed of by the Superior Court of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organizations, such as the court shall determine, which are organized and operated exclusively for such purposes, or to such governments for such purposes.

8. Additional Provisions

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, directors, officers, or other private persons, except to make payments and distributions in furtherance of the purposes described in section 501(c)(3). No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

RESOLUTION OF ORGANIZATIONAL MEETING OF THE BOARD OF FRIENDS OF DOWNTOWN WAYNESVILLE, INC.

All of the Directors of Friends of Downtown Waynesville, Inc., a North Carolina nonprofit corporation (Corporation), acting at its organization meeting pursuant to North Carolina General Statute § 55A-1-01 *et seq.* and the Corporation Articles of Incorporation, adopt the following resolutions:

Approval and Adoption of Bylaws

RESOLVED: that the Corporation adopts the attached Bylaws as the governing document for the Corporation.

Election of Officers

RESOLVED: that the officers of the Corporation were duly elected by the Directors and shall be as follows: Jon Feichter, President; Joyce Massey, Vice President; and _____, Secretary / Treasurer.

These resolutions are approved as actions of the Owners of the Corporation, all as of _____, 2025.

Date: _____

Jon Feichter, President

Action Taken At Organizational Meeting of the Directors

BYLAWS OF
Friends of Downtown Waynesville, Inc.

ARTICLE I. BACKGROUND.

Section 1. Name. The name of the corporation governed by this document is **“Friends of Downtown Waynesville, Inc.”** (hereafter, the “Corporation”)

Section 2. Purpose. The Corporation’s purpose is to support the mission and activities of the Town of Waynesville Downtown Waynesville Commission (hereafter, “TOW DWC”) and the Downtown Waynesville Municipal Service District (hereafter, “DWMSD”).

Section 3. Tax-Exempt Status. The Corporation shall apply for and, if granted, maintain tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Section 4. Tax-Exempt Activities. The Corporation shall participate solely in activities consistent with its tax-exempt status as a charitable or educational organization as necessary to carry out the purpose stated within these bylaws.

Section 5. Expressly Prohibited Activities.

- (A) No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons to make payments and distributions in furtherance of the purposes described in section 501(c)(3) of the Internal Revenue Code and consistent with the purpose stated within these bylaws.
- (B) No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.
- (C) Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

ARTICLE II. OFFICES.

Section 1. Principal Office. The principal office of the Corporation shall be located in the Town of Waynesville administrative building located at 9 South Main Street, Waynesville, Haywood County, North Carolina 28786.

Section 2. Registered Office. The registered office of the Corporation shall be located at the office of the Town Attorney of the Town of Waynesville, which is, at the time of adoption of these bylaws, 370 North Main Street, Suite 310, Waynesville, Haywood County, North Carolina 28786. The location of the registered office may change from time to time without revision of these bylaws.

Section 3. Other Offices. The Corporation may have such other offices within Haywood County, North Carolina as the Board of Directors may designate or as the affairs of the Corporation may require from time to time.

ARTICLE II. BOARD OF DIRECTORS.

Section 1. General Powers. The affairs of the Corporation shall be managed by the Board of Directors (hereafter, the "Board"). The Board shall have all powers permitted by law to control, direct, and manage the activities and affairs of the Corporation, except the Board shall not authorize the Corporation to participate in any activities which will disqualify its tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

Section 2. Number, Term, and Qualifications. The number of directors constituting the Board shall equal to three (3) persons unless a specific resolution of the Board establishes some other number or range of numbers. Each director shall hold office until their successor shall have been elected and qualified. Directors shall be either: (i) residents of Haywood County, North Carolina; or (ii) own and/or operate a business located within the DWMSD. At least one (1) member of the Board shall be an elected member of the Town of Waynesville Town Council (hereafter, the "Town Council"). At least one (1) other member of the Board shall be a member of the TOW DWC. Directors shall serve terms of three (3) years in length. No director shall serve for more than six (6) successive years but, after rotating off, may be elected to additional terms.

Section 3. Election. The members of the Board serving in the seats held by an elected member of the Town Council or a member of the TOW DWC shall be appointed by the Town Council. The third director shall be nominated and elected by the Board.

Section 4. Removal. Any director may be removed at any time with or without cause by a majority vote of the Board or, in the event of the removal of the

director(s) filling the seat(s) held by an elected member of the Town Council or a member of the TOW DWC, by a majority vote of the Town Council.

Section 5. Vacancies. Any vacancy occurring in the Board shall be filled in the same manner specified in Art. II, section 3 herein. A director appointed to fill a vacancy shall be appointed for the unexpired term of his or her predecessor in office.

Section 6. Board Chair. The Chair of the Board shall be the President or, in their absence, the Vice President. The Chair shall preside at all meetings of the Board and perform such other duties as may be directed by the Board.

Section 7. Compensation. The directors shall not receive any compensation for their services or time but may receive reimbursement for actual expenses incurred on behalf of the Corporation and in furtherance of the Corporation's purpose.

ARTICLE III. MEETINGS OF DIRECTORS.

Section 1. Annual Meeting. The annual meeting of the Board shall be held during the month of June.

Section 2. Regular Meetings. The Board shall hold such regular meetings as may be necessary to carry out the business of the Corporation. All directors shall receive at least ten (10) days' advance notice by any written or electronic means of the agenda for any regular meeting.

Section 3. Special Meetings. Special meetings of the Board may be called by or at the request of any director. Such a meeting may be held anywhere within or without the State of North Carolina as fixed by the President. Written, telephone, or electronic notice stating the time and place of a special meeting shall be given by the Secretary at least twenty-four (24) hours before any such meeting.

Section 4. Waiver of Notice. Any director may waive notice of any meeting. The attendance by a director at a meeting shall constitute waiver of notice unless their attendance is for the express purpose of objecting to the transaction of any business on the basis that the meeting was not lawfully called, convened, or noticed.

Section 5. Quorum. A majority of the number of voting directors fixed by these bylaws shall constitute a quorum for the transaction of business at any meeting of the Board.

Section 6. Manner of Action. Except as otherwise provided in these bylaws, the act of a majority of the directors present at a meeting at which a quorum is present

shall be the act of the Board. An affirmative assent (whether in person or in writing by hard copy or by electronic means) by any director to any action of the Corporation shall be as effective as personal attendance and participation by that director.

Section 7. Presumption of Assent. A director who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to such action unless their contrary vote is recorded or their dissent is otherwise entered in the minutes of the meeting or unless they shall file their dissent to said action, in hard copy or by electronic means, to the person acting as Secretary of the meeting before the adjournment thereof or shall forward such dissent by hard copy or electronic means to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 8. Informal Action by Directors. Action taken by a majority of the voting directors without a meeting is nevertheless Board action if written consent to said action is signed (in hard copy or by electronic means) by all voting directors and filed with the minutes, whether done before or after the action so taken.

Section 9. Meetings by Electronic Means. Any meeting of the Board or a committee of the Board may be held by electronic means. For the purposes of this section, “electronic means” shall embrace and include any method by which the participants may communicate with each other simultaneously, including, but not limited to, conference telephone or any online video conferencing platform. Participation by a director by electronic means shall be the equivalent of personal attendance.

Section 10. Committees of the Board. The Board may designate one or more directors to constitute a committee which shall have the authority to act for the Corporation specified in the enabling resolution to the extent permitted by law. The delegation of authority to any committee shall not relieve the Board as a whole or any directors not serving on the committee of their fiduciary duties or other responsibilities required by law.

ARTICLE IV. OFFICERS.

Section 1. Officers of the Corporation. The officers of the corporation shall consist of a President, Vice President, and Secretary / Treasurer. The Board may also designate any such Assistant Secretaries or Assistant Treasurers as may be necessary to meet the needs of the Corporation. No director shall hold more than one office except on a temporary basis to fill a vacancy created as a result of the resignation or removal of a director until a replacement director is elected by the Board.

Section 2. Election and Term. The officers of the Corporation shall be elected by the Board, and each officer shall hold office until their successor is elected and qualified.

Section 3. Compensation. The officers shall serve without compensation for their time or services.

Section 4. Removal. Any officer elected by the Board may be removed by a majority vote of the Board.

Section 5. Bonds. The Board may require any officer to give a bond to the Corporation, which good and sufficient sureties approved by the Board, conditioned on the faithful performance of the respective duties of the office or position of such officer and to comply with such other conditions as may from time-to-time be required by the Board.

Section 6. President. The President shall be the principal executive officer of the Corporation and, subject to the control of the Board, shall supervise and control the business and affairs of the Corporation and such other duties as may be prescribed by the Board or by law. They shall, when present, preside as the Chair at all meetings of the Corporation. They shall sign on behalf of the Corporation, with such other proper officers as necessary and so authorized, those instruments or documents which the Board has adopted or directed the President to execute.

Section 7. Vice-President. In the absence of the President or their inability or refusal to act on any other basis, a Vice President may perform the duties of the President as authorized in the discretion of the Board.

Section 8. Secretary / Treasurer. The Secretary / Treasurer shall:

(A) maintain the business records of the Corporation as follows:

- (1) keep the minutes of the meetings of the Board and of any committees;
- (2) see that all notices are duly given in accordance with the provisions of these bylaws or as required by law;
- (3) act as custodian of the corporate records; and
- (4) perform all duties incident to the office of Secretary as may be prescribed by the Board or by law.

(B) maintain the financial records of the Corporation as follows:

- (1) have charge and custody of and be responsible for all funds and securities of the Corporation;
- (2) receive and give receipt for monies due and payable to the Corporation from any source;

- (3) deposit all such funds due and payable to the Corporation in such accounts designated for that purpose by the Board;
- (4) prepare, or cause to be prepared, a true statement of the Corporation's assets and liabilities as of the close of each fiscal year, all in reasonable detail, which statement shall be made and filed by the Secretary in the location (whether in hard copy or in electronic form) designated for that purpose by the Board within four (4) months after the end of such fiscal year and kept available for such period of time as required in the discretion of the Board or by law; and
- (5) perform all duties incident to the office of Treasurer as may be prescribed by the Board or by law.

Section 10. Assistant Secretary / Assistant Treasurer. In the absence of the Secretary / Treasurer or their inability or refusal to act on any other basis, an Assistant Secretary, Assistant Treasurer, or Assistant Secretary / Treasurer may perform any or all of the duties of the Secretary / Treasurer as authorized in the discretion of the Board.

ARTICLE V. POWERS.

Section 1. General Powers. The Corporation and the Board shall have all of those powers to do all things necessary or convenient to carry out its affairs, including without limitation, those powers outlined in North Carolina General Statute section 55A-3-02.

Section 2. Emergency Powers. The Corporation and the Board shall have all of those powers to do all things necessary or convenient to carry out its affairs either in or in anticipation of an emergency, including without limitation, those powers outlined in North Carolina General Statute section 55A-3-03.

ARTICLE VI. GENERAL PROVISIONS.

Section 1. Waiver of Notice. Whenever any notice is required to be given to any director by law, by the articles of incorporation, or by these bylaws, a waiver of said notice in writing signed by a person entitled to such notice, whether before or after the time stated therein, shall be the equivalent to the giving of such notice.

Section 2. Indemnification. Any person who at any time serves or has served as a director, officer, employee, or agent of the Corporation, or in such capacity at the request of the corporation shall have a right to be indemnified by the Corporation to the fullest extent permitted by law against (a) reasonable expenses, including attorney's fees, actually and necessarily incurred by him in connection with any threatened, pending, or completed action, suit, or proceedings, whether civil,

criminal, administrative, or investigative, and whether brought by or on behalf of the Corporation, seeking to hold them liable by reason of the fact that they is or were acting in such capacity, and (b) reasonable payments made by them in satisfaction of any judgment, decree, fine, penalty, or settlement for which they may have become liable in any such action, suit, or proceeding.

The Board shall take all such action as may be necessary and appropriate to authorize the Corporation to pay the indemnification required by this bylaw, including without limitation, to the extent needed, making a good faith evaluation of the manner in which the claimant for indemnity acted and of the reasonable amount of indemnity due them.

Any person who at any time after the adopt of these bylaws serves or has served in any of the aforesaid capacities for or on behalf of the corporation shall be deemed to be doing or to have done so in reliance upon, and as consideration for, the right of indemnification provided herein. Such right shall inure to the benefit of the legal representative of any such person and shall not be exclusive of any other rights to which such person may be entitled apart from the provision of this bylaw.

Section 3. Fiscal Year. The fiscal year of the Corporation shall run from July 1st to June 30th of the following calendar year.

Section 4. Amendments. Except as otherwise provided herein, these bylaws may be amended or repealed with new bylaws adopted by the affirmative vote of a majority of the voting directors.

Certified to be a true copy of the bylaws:

Secretary / Treasurer

Date: _____

Form **1023-EZ**

(June 2014)

Department of the Treasury
Internal Revenue Service

Streamlined Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code

► **Do not enter social security numbers on this form as it may be made public.**
► **Information about Form 1023-EZ and its separate instructions is at www.irs.gov/form1023.**

OMB No. 1545-0056

Note: If exempt status is approved, this application will be open for public inspection.

☐ **Check this box to attest that you have completed the Form 1023-EZ Eligibility Worksheet in the current instructions, are eligible to apply for exemption using Form 1023-EZ, and have read and understand the requirements to be exempt under section 501(c)(3).**

Part I Identification of Applicant

1a Full Name of Organization FRIENDS OF DOWNTOWN WAYNESVILLE, INC.				
b Address (number, street, and room/suite). If a P.O. box, see instructions. 9 S. MAIN ST.		c City WAYNESVILLE	d State NC	e Zip Code + 4 28786
2 Employer Identification Number	3 Month Tax Year Ends (MM) 06		4 Person to Contact if More Information is Needed BETH GILMORE	
5 Contact Telephone Number (828) 456-3517		6 Fax Number (optional)		7 User Fee Submitted
8 List the names, titles, and mailing addresses of your officers, directors, and/or trustees. (If you have more than five, see instructions.)				
First Name: JON		Last Name: FEICHTER		Title: PRESIDENT
Street Address: 9 S. MAIN ST.		City: WAYNESVILLE		State: NC Zip Code + 4: 28786
First Name: JOYCE		Last Name: MASSEY		Title: VICE PRESIDENT
Street Address: 9 S. MAIN ST.		City: WAYNESVILLE		State: NC Zip Code + 4: 28786
First Name:		Last Name:		Title: SECRETARY / TREASURER
Street Address: 9. S. MAIN ST.		City: WAYNESVILLE		State: NC Zip Code + 4: 28786
First Name:		Last Name:		Title:
Street Address:		City:		State: Zip Code + 4:
First Name:		Last Name:		Title:
Street Address:		City:		State: Zip Code + 4:
9 a Organization's Website (if available):				
b Organization's Email (optional): bethgilmore@waynesvillenc.gov				

Part II Organizational Structure

- To file this form, you must be a corporation, an unincorporated association, or a trust. **Check the box** for the type of organization.
☒ Corporation ☐ Unincorporated association ☐ Trust
- ☒ **Check this box** to attest that you have the organizing document necessary for the organizational structure indicated above.
(See the instructions for an explanation of **necessary organizing documents**.)
- Date incorporated if a corporation, or formed if other than a corporation (MMDDYYYY): _____
- State of incorporation or other formation: NC
- Section 501(c)(3) requires that your organizing document must limit your purposes to one or more exempt purposes within section 501(c)(3).
☒ **Check this box** to attest that your organizing document contains this limitation.
- Section 501(c)(3) requires that your organizing document must not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
☒ **Check this box** to attest that your organizing document does not expressly empower you to engage, otherwise than as an insubstantial part of your activities, in activities that in themselves are not in furtherance of one or more exempt purposes.
- Section 501(c)(3) requires that your organizing document must provide that upon dissolution, your remaining assets be used exclusively for section 501(c)(3) exempt purposes. Depending on your entity type and the state in which you are formed, this requirement may be satisfied by operation of state law.
☒ **Check this box** to attest that your organizing document contains the dissolution provision required under section 501(c)(3) or that you do not need an express dissolution provision in your organizing document because you rely on the operation of state law in the state in which you are formed for your dissolution provision.

Part III Your Specific Activities

- 1 Enter the appropriate 3-character NTEE Code that best describes your activities (See the instructions): _____
- 2 To qualify for exemption as a section 501(c)(3) organization, you must be organized and operated exclusively to further one or more of the following purposes. By checking the box or boxes below, you attest that you are organized and operated exclusively to further the purposes indicated. **Check all that apply.**
- | | | |
|---|------------------------------------|---|
| ☒ Charitable | ☐ Religious | ☐ Educational |
| ☐ Scientific | ☐ Literary | ☐ Testing for public safety |
| ☐ To foster national or international amateur sports competition | | ☐ Prevention of cruelty to children or animals |
- 3 To qualify for exemption as a section 501(c)(3) organization, you must:
- Refrain from supporting or opposing candidates in political campaigns in any way.
 - Ensure that your net earnings do not inure in whole or in part to the benefit of private shareholders or individuals (that is, board members, officers, key management employees, or other insiders).
 - Not further non-exempt purposes (such as purposes that benefit private interests) more than insubstantially.
 - Not be organized or operated for the primary purpose of conducting a trade or business that is not related to your exempt purpose(s).
 - Not devote more than an insubstantial part of your activities attempting to influence legislation or, if you made a section 501(h) election, not normally make expenditures in excess of expenditure limitations outlined in section 501(h).
 - Not provide commercial-type insurance as a substantial part of your activities.
- ☒ **Check this box** to attest that you have not conducted and will not conduct activities that violate these prohibitions and restrictions.
- 4 Do you or will you attempt to influence legislation? ☐ Yes ☒ No
(If yes, consider filing Form 5768. See the instructions for more details.)
- 5 Do you or will you pay compensation to any of your officers, directors, or trustees? ☐ Yes ☒ No
(Refer to the instructions for a definition of **compensation**.)
- 6 Do you or will you donate funds to or pay expenses for individual(s)? ☐ Yes ☒ No
- 7 Do you or will you conduct activities or provide grants or other assistance to individual(s) or organization(s) outside the United States? ☐ Yes ☒ No
- 8 Do you or will you engage in financial transactions (for example, loans, payments, rents, etc.) with any of your officers, directors, or trustees, or any entities they own or control? ☐ Yes ☒ No
- 9 Do you or will you have unrelated business gross income of \$1,000 or more during a tax year? ☐ Yes ☒ No
- 10 Do you or will you operate bingo or other gaming activities? ☐ Yes ☒ No
- 11 Do you or will you provide disaster relief? ☐ Yes ☒ No

Part IV Foundation Classification

Part IV is designed to classify you as an organization that is either a private foundation or a public charity. Public charity status is a more favorable tax status than private foundation status.

- 1 If you qualify for public charity status, check the appropriate box (**1a – 1c** below) and skip to **Part V** below.
- a ☒ **Check this box** to attest that you normally receive at least one-third of your support from public sources or you normally receive at least 10 percent of your support from public sources and you have other characteristics of a publicly supported organization. **Sections 509(a)(1) and 170(b)(1)(A)(vi).**
- b ☒ **Check this box** to attest that you normally receive more than one-third of your support from a combination of gifts, grants, contributions, membership fees, and gross receipts (from permitted sources) from activities related to your exempt functions and normally receive not more than one-third of your support from investment income and unrelated business taxable income. **Section 509(a)(2).**
- c ☐ **Check this box** to attest that you are operated for the benefit of a college or university that is owned or operated by a governmental unit. **Sections 509(a)(1) and 170(b)(1)(A)(iv).**
- 2 If you are not described in items **1a – 1c** above, you are a private foundation. As a private foundation, you are required by section 508(e) to have specific provisions in your organizing document, unless you rely on the operation of state law in the state in which you were formed to meet these requirements. These specific provisions require that you operate to avoid liability for private foundation excise taxes under sections 4941-4945.
- ☐ **Check this box** to attest that your organizing document contains the provisions required by section 508(e) or that your organizing document does not need to include the provisions required by section 508(e) because you rely on the operation of state law in your particular state to meet the requirements of section 508(e). (See the instructions for explanation of the section 508(e) requirements.)

Part V Reinstatement After Automatic Revocation

Complete this section only if you are applying for reinstatement of exemption after being automatically revoked for failure to file required annual returns or notices for three consecutive years, and you are applying for reinstatement under section 4 or 7 of Revenue Procedure 2014-11. (Check only one box.)

- 1 ☐ **Check this box** if you are seeking retroactive reinstatement under section 4 of Revenue Procedure 2014-11. By checking this box, you attest that you meet the specified requirements of section 4, that your failure to file was not intentional, and that you have put in place procedures to file required returns or notices in the future. (See the instructions for requirements.)
- 2 ☐ **Check this box** if you are seeking reinstatement under section 7 of Revenue Procedure 2014-11, effective the date you are filing this application.

Part VI Signature

- ☐ I declare under the penalties of perjury that I am authorized to sign this application on behalf of the above organization and that I have examined this application, and to the best of my knowledge it is true, correct, and complete.

**PLEASE
SIGN
HERE**

.....
(Type name of signer)

.....
(Type title or authority of signer)

.....
(Signature of Officer, Director, Trustee, or other authorized official)

.....
(Date)

Form **1023-EZ** (6-2014)