



Town of Waynesville, NC

Board of Aldermen – Regular Meeting

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

Date: **September 9, 2014** Time: **7:00 p.m.**

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(828) 452-2491

gowens@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gavin Brown

1. Welcome/Calendar/Announcements
2. Adoption of Minutes

Motion: *To approve the minutes of August 12, 2014 (regular meeting/closed session) and August 26, 2014 (regular meeting) as presented [or as corrected].*

3. Proclamations
 - National Day of Service and Remembrance – September 11, 2014
 - Guaranteed Rate/Ty Pennington Day in Waynesville – September 25, 2014

B. PRESENTATION

4. Waynesville Public Art Commission Annual Report – Ann Melton, Chairperson

C. PUBLIC HEARING

5. Public Hearing for the purpose of hearing an appeal of rezoning decision by the Waynesville Planning Board for property located at 668 & 746 North Main Street (PIN# 8615-59-3075 and 8615-59-6206) (*Request of Property Owner Dorothy M. Harrell*)

Motion:

Option 1: *to concur with the unanimous decision of the Planning Board to decline the requested rezoning of property located at 668 and 746 North Main Street (PIN# 8615-59-3075 and 8615-59-6206) from Walnut Street Neighborhood District, Mixed-Use Overlay to North Main Street Neighborhood Center.*

Option 2: *to approve the rezoning for property located at 668 & 746 N. Main St. (PIN# 8615-59-3075 and 8615-59-6206) from Walnut Street Neighborhood District, Mixed-Use Overlay to North Main Street Neighborhood Center, as requested by the property owner.*

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

September 9, 2014

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D. NEW BUSINESS

6. Request for additional on-street parking designated as Wheelchair accessible in the 200-block of North Main Street *(Request of Haywood County Manager Ira Dove)*

Motion: *[At the Board's discretion]*

7. Request to waive construction permit fees for Haywood Pathways Center *(Request of Haywood County, property owner)*

Motion: *To approve a waiver of all construction fees associated with the conversion of the county's old prison building to the Haywood Pathways Center.*

E. UNFINISHED BUSINESS

8. Wholesale Power Proposal Update - Kevin O'Donnell, Nova Energy Consultants

F. COMMUNICATIONS FROM STAFF

9. Town Manager – Marcy Onieal

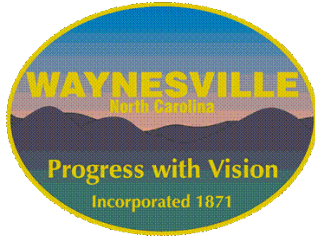
- US Cellular Tower Lease
- NCDENR Groundwater Assessment Program
- IT Updates-PubWorks, CodeRed,VOA
- Employee Updates
 - Retirement: Billy Goodson-9/1/14
 - Transfer: Mike Clontz
 - PS Employees of the Month
 - Leadership Haywood: Amie Owens, Tim Petrea
 - SOG Municipal Administration Course: Daryl Hannah

10. Town Attorney – Woody Griffin

G. COMMUNICATIONS FROM MAYOR & BOARD OF ALDERMEN

H. CALL ON THE AUDIENCE

I. ADJOURN



TOWN OF WAYNESVILLE

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

CALENDAR September 9, 2014

2014	
Sat, Sep 6 6:00 PM Lambuth Inn, Lake Junaluska	4 th Annual Emergency Services Appreciation Dinner, sponsored by Haywood Co Commissioners, Haywood Regional Medical Ctr, Lake Junaluska Assembly
Tue, Sep 9 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Sat, Sep 13 9:00 AM	CCC Litter Clean Up – Town of Maggie Valley Location TBD – meet at Town Hall
Sat, Sep 13 9:00 AM – 6:00 PM Recreation Center – Vance Street	Building Bridges Mud Run - sponsored by Canton Lions Club and Waynesville Police Association Street Closure of Vance Street beginning at 7:00 a.m. to 6:00 p.m.
Sa – Sa, Sep 20 - Oct 4	NCDOT Annual Litter Sweep Campaign
Mon, Sep 22 6:30 dinner/7:00 meeting Location TBD	Southwestern Commission Board Meeting
Tue, Sep 23 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Th - Sa, Sep 25-27 9:00 AM ceremony (on Thurs.) 9:00 AM – 5:00 PM (everyday) Brown Avenue	Guaranteed Rate/Ty Pennington Day and Volunteer Work Days Haywood Pathways (prison conversion project)
Mon, Sep 29 4:00 – 6:00 PM Harrell Center, Lake Junaluska	Drop-By Retirement Reception Buddy Young, Lake Junaluska Public Works Director
Tue, Sep 30	VC3 Open House & Tour, Columbia, SC (RSVPs required; contact town manager if interested in attending)
Thur, Oct 2 8:00 AM – Noon Recreation Center	Flu Shot Clinic – Town of Waynesville Employees
Thur, Oct 2 6:00 – 9:00 PM Laurel Ridge CC	Sarge's Furry Friends Benefit Bash
Sun, Oct 5 2:00 PM Waynesville FBC	Prayer Walk – sponsored by Drugs in Our Midst Rolling Street Closure from WFBC to Depot, Commerce, Miller, South Haywood and ending at WUMC

Sat, Oct 11 10:00 AM – 5:00 PM Downtown Waynesville	Church Street Art & Craft Show - sponsored by DWA Street closure from Pigeon Street to Justice Center to begin at 9:00 p.m. Friday Oct 10 th
Tue, Oct 14 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Sat, Oct 18 10:00 AM – 5:00 PM Downtown Waynesville	Haywood County Apple Festival – Co-sponsored by Haywood Cooperative Extension Svcs, Haywood Apple Growers, Chamber, DWA and TOW Street closure from Pigeon Street to Justice Center to begin at 9:00 p.m. on Friday Oct 17 th
Su-Mo, Oct 19-20 Lake Junaluska Times/Locations TBD	211 th Military Policy Company Homecoming (from Afghanistan) Celebration
Sat, Oct 25 8:00 AM – Noon Waynesville Proper	SOAR 5K and Kids Run Rolling Closure from Montgomery Street to Eagles Nest and back
Mon, Oct 27 5:30 dinner/6:00 meeting Location TBD	Haywood County Council of Governments Town of Waynesville Hosting
Tue, Oct 28 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Nov 4	Elections Day
Tue, Nov 11	Veteran's Day Holiday Town Office Closed
We-Sa, Nov 19-22	National League of Cities Annual Conference Austin, TX
Mon, Nov 24 6:30 dinner/7:00 meeting Location TBD	Southwestern Commission Board Meeting
Tue, Nov 25 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Th-Fr, Nov 27-28	Thanksgiving Holiday Town Offices Closed
Mon, Dec 8 6:00 PM Downtown Waynesville	Waynesville Christmas Parade – sponsored by the Town of Waynesville, Waynesville Kiwanis Club and DWA Rolling street closure from North Main & Walnut to Bogart's Restaurant
Tue, Dec 9 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Sat, Dec 13 6:00 – 9:00 PM Downtown Waynesville	A Night Before Christmas – sponsored by Downtown Waynesville Association Street closure Pigeon Street to Depot Street beginning at 5:00 p.m.

We-Fr, Dec 24-26	Christmas Holiday Town Offices Closed
2015	
Thu, Jan 1	New Year's Day Holiday Town Offices Closed
Tue, Jan 13 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Mon, Jan 16	Martin Luther King Jr. Holiday Town Offices Closed
Tue, Jan 27 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Feb 10 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Feb 24 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Mar 10 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Mar 24 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Mon, Apr 5	Easter Holiday Town Offices Closed
Tue, Apr 14 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Apr 28 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, May 12 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Mon, May 25	Memorial Day Holiday Town Offices Closed
Tue, May 26 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Jun 9 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session
Tue, Jun 23 7:00 PM Board Room, 9 S. Main	Board of Aldermen Meeting-Regular Session

Fri, Jul 4	Independence Day Holiday Town Offices Closed
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Board and Commission Meetings – September/October

ABC Board	ABC Office – 52 Dayco Drive	September 16 3 rd Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 7 1 st Tuesdays 5:30 PM
Community Action Forum	Police Department Training Room – 9 S. Main Street	Meets Quarterly <i>No meeting scheduled for September</i>
Downtown Waynesville Association	UCB Board Room – 165 North Main	September 25 4 th Thursdays 12 Noon
Firemen's Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting scheduled for September</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	October 8 1 st Wednesdays 2:00 PM
Planning Board CANCELLED - Sept 15	Town Hall – 9 S. Main Street	October 20 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	September 11 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	September 16 3 rd Tuesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	October 8 1 st Wednesdays 5:30 PM

BOARD/STAFF SCHEDULE

Sa-We, Sep 13 - 17	Manager	ICMA 100 th Annual Conference Charlotte, NC
Tue, Sept 16 5:30 PM - 7:30 PM	Town Clerk	Leadership Haywood
Wed, Sept 17	Town Clerk	Leadership Haywood
Tues, Oct 14 6:00 PM – 8:00 PM	Town Clerk	Leadership Haywood
Wed, Oct 15	Town Clerk	Leadership Haywood
Sa-Sa, Oct 18 - 25	Manager	Vacation
Wed, Nov 19	Town Clerk	Leadership Haywood
Wed, Dec 17	Town Clerk	Leadership Haywood
Mo-Th, Dec 28 – Dec 31	Manager	Vacation
Wed, Jan 21, 2015	Town Clerk	Leadership Haywood
Wed, Feb 18	Town Clerk	Leadership Haywood
Wed, Mar 18	Town Clerk	Leadership Haywood
Wed, Apr 15	Town Clerk	Leadership Haywood
Wed, May 20	Town Clerk	Leadership Haywood
June 2015 – TBA	Town Clerk	Leadership Haywood Graduation

Special Thanks

Contributors

Haywood County Board of Commissioners
Haywood Regional Medical Center
Lake Junaluska Assembly

Event Committee

Greg Shuping
Jeff Haynes
Andrew Messer
Candace Way
Sonya Rathbone
Cara Rogers

Emergency Services Appreciation Dinner



**Saturday, September 6, 2014
6:00 p.m.**

Lake Junaluska- Lambuth Inn

55 Lambuth Drive

Lake Junaluska, NC 28745

You are loved. You are missed. You are remembered.



The next time you hear a siren in the distance,
don't just say a prayer for the victims and their families.

Say a prayer for the people that face these tragedies
every day and do the best they can to save someone
that is loved.

We never see the tears of these brave men and women,
but God does.

Unknown Author

Fourth Annual Emergency Services Appreciation Dinner

September 6, 2014

5:00 p.m.	Emergency Services Commemorative Photo <i>(Large Parking Lot beside the Chapel)</i>	
6:00 p.m.	Welcome	Greg Shuping
	Presentation of Colors	Honor Guard
	Pledge of Allegiance	Board of Commissioners
	Invocation	Bryan Buchanan
	Appreciation	Board of Commissioners
6:10 p.m.	Meal	Lake Junaluska Assembly
<i>In Appreciation – Annual Photo Slideshow by Sonya Rathbone</i>		
6:45 p.m.	Message of Thanks	Mike McKnight (HRMC)
7:05 p.m.	Presentation of Certificates	Board of Commissioners
7:40 p.m.	Closing Remarks	



JOIN US FOR DINNER

Please be our guest at the annual
Board Dinner for:

Brevard Academy: A Challenge Foundation Academy
Lake Lure Classical Academy: A Challenge Foundation Academy
New Dimensions: A Challenge Foundation Academy
Shining Rock Classical Academy: A Challenge Foundation Academy
Thomas Jefferson Classical Academy: A Challenge Foundation Academy

WHEN: Friday, September 12, 2014 @ 6:00 pm

WHERE: The Renaissance Asheville Hotel
31 Woodfin Street
Asheville, NC 28801

RSVP: Jill Burleson (by August 30th)
TeamCFA
317-695-9302
jburlson@teamcfa.org

TeamCFA wants to thank all of you who have
worked with so much purpose and enthusiasm for all of our
TeamCFA schools!

**MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR MEETING
AUGUST 26, 2014**

THE WAYNESVILLE BOARD OF ALDERMEN held their regular meeting on Tuesday, August 26, 2014 at 7:00 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

Mayor Brown called the meeting to order at 7:00 p.m. with the following members present:

Mayor Gavin Brown
Alderman Gary Caldwell
Alderman Julia Freeman
Alderman J. Wells Greeley
Alderman LeRoy Roberson

The following staff members were present:

Marcy Onieal, Town Manager
Woodrow Griffin, Town Attorney
Amie Owens, Town Clerk
Paul Benson, Interim Planning Director

Representing the Media:

Mary Ann Enloe, The Mountaineer

1. Welcome /Calendar/Announcements

Mayor Gavin Brown welcomed everyone to the meeting.

Mayor Brown asked Alderman Roberson to join his wife, Gale, at the podium for presentation of a proclamation celebrating their 40th wedding anniversary. Mayor Brown highlighted the service of both to the Town, congratulated them and wished them many more years of health and happiness.

Manager Onieal noted the following calendar events:

- August 28 – Haywood Helps Gala
- September 6 – Emergency Services Appreciation Banquet at the Lambuth Inn
- October 2 – Flu Shot Clinic for employees
- October 19-20 – 211th Military Police Homecoming Celebration

2. Adoption of Minutes

Alderman Greeley made a motion, seconded by Alderman Freeman, to approve the minutes of the July 22, 2014 (regular meeting) as presented. The motion carried unanimously.

B. PRESENTATION

3. Tarheel Challenge Academy

Jim Bright, Recruiter, presented information about the Tarheel Challenge Academy (TCA). TCA is a quasi-military program for adolescents aged 16 to 18 who are not forecasted to graduate or have dropped out of school. The program is sponsored by the North Carolina National Guard and utilizes a 17 month curriculum including 22 weeks of residency training coupled with 12 months of mentoring and continued education.

Mr. Bright added that in September 2014, the program has been in place for 20 years. A new facility will be open in Stanly County in 2015 which will allow for up to 200 participants. The current enrollment capacity is 160 with a graduation goal of 130. The most recent graduating class had 133. Mr. Bright highlighted certain aspects of the residency program including GED preparation, life coping skills, drill and ceremony skills. Participants are provided with a monthly small stipend for incidentals and personal items and given a bonus upon graduation.

Mr. Bright explained that funding source is 75% by Federal and 25% by the State. Mr. Bright works with the school system counselors, school resource officers, the court system and probation officers to identify potential participants. He noted that the application is available online and provided contact information for board members. Mr. Bright thanked the members for the opportunity to explain about the program. Mayor Brown thanked Mr. Bright for his presentation and the service provided by the TCA.

4. Planning Board Report

Paul Benson, Interim Planning Director, delivered the Planning Board Annual Report. He provided the following statistics from August 2013 to August 2014:

- The Planning Board held 11 regularly monthly meetings
- Reviewed and recommended a comprehensive revision to the Sign Ordinance
- Reviewed and recommended an amendment to the 2020 Land Use Plan regarding land use on Asheville Road
- Reviewed and recommended the North Main Street Complete Streets Plan
- Recommend an amendment increasing the Historic Preservation Commission membership from 7 to 9 which was incorporated into the ordinances
- Reviewed the GroWNC regional plan
- Held 5 public hearings to consider rezoning requests on Asheville Road, Bennett Street, South Main Street, Norman Street and North Main Street.

Mr. Benson noted that there was an issue outstanding that could require attention by the Board of Aldermen. At the February 2012 meeting the Planning Board voted to recommend to the Board of Aldermen that the northern Russ Avenue Corridor be rezoned to a Russ Avenue Neighborhood Center District. No action has been taken on this recommendation.

Mr. Benson explained that there are two upcoming quasi-judicial public hearings with the Planning Board for Special Use Permits (SUPs). The Planning Board must make a finding that the proposed redevelopment would have no adverse impact on surrounding properties before issuing a

SUP. One for is renovation of the old prison on Hemlock Street for use as a homeless shelter, and the other for an additional cell tower to be located on town-owned property on Reservoir Road. The Planning Board will report findings to the Board of Aldermen.

Mr. Benson added that there are some long-range goals for the Planning Board including the updating of the Waynesville 2020 Plan. The guide to rezoning decisions was last updated in 2002 and is based on 2000 Census data. This document is in need of updating to reflect changed economic realities, the possibility of annexation of Lake Junaluska and other territorial issues such as utility service area and extra-territorial planning jurisdiction, and the demographic/economic trends reflected in the 2010 Census data.

Mayor Brown noted that this update would be a major project for the Planning Board but agreed that it is a good way to implement new plans and new goals. Mr. Benson noted that his recommendation would be to limit the revision to the plan initially and look at map and ordinance revisions in the future. Mayor Brown thanked Mr. Benson for the report.

C. PUBLIC HEARING

5. Call for Public Hearing

Mayor Brown called for public hearing on Tuesday, September 9, 2014 for the purpose of hearing an appeal of rezoning decision by the Waynesville Planning Board for 668 and 746 North Main Street (PIN# 8615-59-3075 and 8615-59-6206). The appeal was requested by Dorothy M. Harrell. The Planning Board voted 7 – 0 to deny the rezoning request.

Alderman Greeley made a motion, seconded by Alderman Roberson to call for Public Hearing on Tuesday, September 9, 2014 at 7:00 p.m. or as closely thereof as possible for the purpose of hearing an appeal of rezoning decision by the Waynesville Planning Board for 668 and 746 North Main Street (PIN# 8615-59-3075 and 8615-59-6206). The motion carried unanimously.

D. OLD BUSINESS

6. Upset Bid for sale of decommissioned water tank site and relinquishment of easements/rights-of-way and obligations for maintenance within the privately-owned parcel located at 31 Middleton Drive (PIN # 8614-16-2782)

Manager Onieal explained that the proper posting of the offer to purchase the decommissioned water tank site at 31 Middleton Drive was completed and one upset bid for \$200.00 was received. Manager Onieal reminded members that the parcel was landlocked, but buildable with a very small footprint. The tank itself is sealed off and no further improvements would be required by the Town if the property was sold. Manager Onieal indicated that there was no further use of this tank or property to the Town.

Town Attorney Griffin could provide a non-warranty deed that would provide the property as-is with no further obligations by the Town. He also reminded the board that they had the option to decline the bid and do nothing with the property.

Alderman Roberson made a motion, seconded by Alderman Greeley to approve the sale of Town-owned property as outlined in NCGS § 160A-269, for the submitted \$200.00 bid, as presented. The motion carried unanimously.

E. NEW BUSINESS

7. Rolling Street Closure

Manager Onieal noted that a request was received for a rolling street closure for the Prayer Walk sponsored by Drugs in Our Midst. Ms. Jean Parris, Program Coordinator, explained that the walk would be on Sunday, October 5, 2014 at beginning at 2:00 p.m. leaving from the Waynesville First Baptist Church continuing down Main Street to Depot Street, then to Commerce Street, Miller Street and South Haywood Street and end at the Waynesville First Methodist Church. Stops will be made at various churches along the walk and one lane of traffic will need to be closed to accommodate the some 400 to 600 participants. Ms. Parris explained that buses would be available if individuals were unable to walk the entire route. She also requested that the mayors of all of the municipalities be present for this event and specifically asked Mayor Brown to act as a speaker for the group.

Alderman Greeley made a motion, seconded by Alderman Caldwell to approve the rolling street closure for the Prayer Walk on Sunday, October 5, 2014 beginning at 2:00 p.m., as presented. The motion carried unanimously.

F. COMMUNICATIONS FROM STAFF

8. Town Manager – Marcy Onieal

Manager Onieal noted that there were two issues that were moving fairly quickly related to Development Services - a request by US Cellular for a land lease to build new tower and the Haywood Pathways Center (conversion of the former DOC facility). Both of these issues would be on the next Planning Board agenda.

US Cellular Tower

Manager Onieal explained that the US Cellular site survey has been completed and meets the zoning requirements; US Cellular is requesting a long-term land lease. The cellular towers have been a good source of revenue and the proposed additional tower would be co-located to a site on Reservoir Drive. Manager Onieal asked to gauge the interest from the board regarding whether or not they would be inclined to approve as US Cellular representatives would like to forward a contract for review by the Town Attorney simultaneously with the request for a special use permit.

Manager Onieal indicated that there was not a concern with the number of towers; the ability to provide additional cellular service is paramount. Manager Onieal will continue to negotiate contract and the Planning Board will consider the request for special permit.

Haywood Pathways Center

Manager Onieal included information in the board packet related to the concept plan and drawings for the Haywood Pathways Center. The architects, Padgett & Freeman Architects, will meet with the Town Inspectors to ensure all permits are properly pulled and ready. Manager Onieal conveyed that the goal is to have phase 1 of the project completed by November 1. She added that preliminary fundraising has resulted in receipt of \$100,000 of the \$300,000 goal. The dormitories are slated as the first item for completion. Manager Onieal asked the board for permission to release funding for this project as was approved during the budget process. She reminded members about the upcoming Gala which will be used as a fundraiser and noted the in-kind service that had been completed in preparation for this event.

North Carolina Department of Transportation

Manager Onieal gave an overview of a meeting held with elected officials and the NC Department of Transportation regarding priorities within Haywood County. While there are still other projects ahead of the priorities identified by this group, some upcoming projects include improvements to Russ Avenue and intersection reconstruction and sidewalk replacements on Brown Avenue.

Mayor Brown noted that improvements to sidewalks and changes in traffic patterns on Brown Avenue would be a great safety feature for school foot/motor vehicle traffic. Manager Onieal will have a more comprehensive report at the next meeting.

Hendrix Street – request to declare property surplus

Manager Onieal explained that there was property on Hendrix Street near the creek that was no longer being utilized and would request to declare property surplus. Manager Onieal noted that she and Town Attorney Griffin are looking at possible options and added that a neighboring property owner has submitted a proposal. Manager Onieal will continue to update the board.

Mountain Song Subdivision

All Board members received a copy of a letter regarding the Mountain Song subdivision. Manager Onieal explained that this project stopped as a result of the down economy. Town staff has been following up with residents and developer. Even though this issue does not directly involve the town, staff is assisting the parties in hopes of a congenial resolution.

Legislative Update

Manager Onieal noted that the UNC School of Government would be providing a webinar for a Legislative Update on changes and impact from the legislative short session. Dates for these sessions are September 3 and September 9 at the Haywood County Department of Health and Human Services building.

9. Town Attorney - Woody Griffin

Town Attorney Griffin noted that the Municipal Attorney's Conference was well attended. He received legislative update information and due to the timing of the closing of short session, political rather than legal issues were of topic. Attorney Griffin explained that the topic of governmental immunity and precautions that municipalities can take was of interest.

Attorney Griffin commented that he received good comments about the Town of Waynesville and that the Town is well known throughout the state. Attorney Griffin concluded by noting it was good to inform other attorneys of how well things are running in the Town.

G. COMMUNICATIONS FROM MAYOR AND BOARD OF ALDERMEN

Mayor Brown explained that the North Carolina Main Street Conference was held in Waynesville August 20 – 22 with an opening reception at the Wells Event Center with approximately 60 participants from throughout the state. Ms. Buffy Phillips, Downtown Waynesville Association, was happy with turn out and received many compliments on the downtown area and relationships with merchants.

Mayor Brown commented that the Haywood County Council of Governments (COG) meeting was well attended. The Interim CEO of Haywood Regional Medical Center, Richard Grogan was present and explained that the goal is to continue to run a community based hospital. He indicated that the hospital is doing its due diligence to hire full time CEO. Mayor Brown interjected that Mr. Grogan indicated that he was not worried about Mission and its expansion so close to the Haywood facility. Mr. Grogan plans to continue to do business, hire good staff and physicians and provide excellent service to community. Ms. Patsy Dowling, Executive Director of Mountain Projects provided an overview of the Haywood Helps initiatives. Manager Onieal noted that the next COG meeting would be on October 27 and would be hosted by the Town of Waynesville.

Alderman Roberson provided an update regarding the Smoky Mountains Veterans Stand Down. He saw 20 veterans and provided 12 of them with glasses. He indicated that it was a successful turn out and noted how the veterans were appreciative of what was being done to help them. Alderman Roberson added that the veterans were given clothes, food, and medical screenings. He said it was rewarding and will participate in this event again.

Mayor Brown added that the Legacy Ride through Waynesville was at the American Legion last Tuesday and was in Charlotte today as part of the Presidential visit. Individual participants told the Mayor that they were impressed with town and law enforcement and the respect they felt while here.

H. CALL ON THE AUDIENCE

Pat Maier introduced Jack Carlisle the new Residential Services Director at Lake Junaluska Assembly (LJA). He will replace Buddy Young who is retiring October 1. Mr. Carlisle will retire September 5 from Tampa, Florida as the Director of Parks and Recreation. Mr. Carlisle explained he had been property owner at Lake Junaluska since 1996 and was excited about the opportunity to serve. He commented that LJA has positive relationship with the Town, with Manager Onieal and staff.

Jean Parris invited the Alderman to a debate between the two candidates running for District Attorney on Sunday, September 28th at the Colonial Theatre in Canton from 2 p.m. to 4 p.m. A moderator from Buncombe County would take questions in advance of the debate.

Ms. Parris elaborated on new things going on in the court system including the ability for Haywood Regional Medical Center's lab to assist in the back log of testing. Ms. Parris complimented Police Chief Hollingsed on his contributions to getting drugs out of the community and off the streets.

Ellen Pitt, Mothers Against Drunk Drivers, complimented to Police Chief Hollingsed on his participation on the State DWI Taskforce and his work on legislation specifically aimed at professional drivers such as bus drivers, limousine drivers and others. His legislative work and research will impact at least four states and possibly be incorporated into national standards. Ms. Pitt echoed Ms. Parris' comments regarding how proud Waynesville, the region and the State should be of his efforts. Ms. Pitt concluded by thanking the Aldermen and Manager Onieal for allowing use of various venues for training and education.

I. ADJOURN

There being no further business to discuss, Alderman Greeley made a motion, seconded by Alderman Caldwell to adjourn the meeting at 8:07 p.m. The motion passed unanimously.

ATTEST

Gavin A. Brown, Mayor

Marcia D. Onieal, Town Manager

Amanda W. Owens, Town Clerk

Town of Waynesville

Proclamation

NATIONAL DAY OF SERVICE AND REMEMBRANCE

WHEREAS, in an unprovoked and senseless act of terrorism, four civilian aircrafts were hijacked on September 11, 2001, and crashed in New York City, Pennsylvania and the Pentagon, resulting in a momentous loss of innocent U.S. lives of all heritages; and

WHEREAS, while we still continue to recover from the loss of innocent lives, the spirit of the U.S. has been revitalized, giving way to expressions of patriotism; and

WHEREAS, inspired by the heroism of our nation's public service personnel, military service members and countless volunteers, our nation found unity and strength; and

WHEREAS, from the tragedy of September 11 emerged a stronger nation, renewed by the spirit of national pride, and a true love of country; and

WHEREAS, Americans also have fought back against terror by choosing to overcome evil with good by loving their neighbors as they would like to be loved, contributing to relief efforts, and volunteering their time to aid those in need;

NOW, THEREFORE, BE IT RESOLVED, that I, Gavin A. Brown, by virtue of the authority vested in me as Mayor of the Town of Waynesville, do hereby proclaim September 11, 2014, as

NATIONAL DAY OF SERVICE AND REMEMBRANCE

in the Town of Waynesville and urge our citizens to recognize the heroism of firefighters, rescue and law enforcement personnel, military service members and the many volunteers who responded to these tragic events with courage, selfless compassion, determination and skill; and to remember the victims and innocent lives lost as a result of the tragic events on September 11, 2001.

This the 9th day of September, 2014.

Gavin A. Brown, Mayor

Proclamation Declaring Thursday, September 25, 2014 As Guaranteed Rate/Ty Pennington Day

WHEREAS, Guaranteed Rate, one of the ten largest home loan companies in the United States, sponsored its “Ultimate Neighborhood Give Back Challenge” offering \$50,000.00 to the winning project; and

WHEREAS, winning the contest includes the assistance of home improvement expert Ty Pennington for one day at the project site; and

WHEREAS, there were three specific criteria for the Challenge including: impact to the community, a plan in place to execute the idea and the number of votes received from the general public.

WHEREAS, the Haywood Pathways Center Project involves the conversion of a former prison facility into a soup kitchen, homeless shelter and halfway house; and

WHEREAS, this project is recognized by Guaranteed Rate as being illustrative of people and organizations who are making a meaningful impact in the community through collaborative efforts of local government agencies, churches and non-profit organizations; and

WHEREAS, the partnership with Guaranteed Rate and Ty Pennington provided the Haywood Pathways Center with the necessary initial capital support and attention required for a project of this magnitude; and

WHEREAS, it is only with the support and dedication of those organizations and individuals such as Guaranteed Rate, Ty Pennington and the citizens of Haywood County, whose actions prove that working together we can solve social problems in an innovative and creative way.

NOW, THEREFORE, I, Gavin A. Brown, Mayor of the Town of Waynesville, North Carolina, do hereby proclaim

Thursday, September 25, 2014 as Guaranteed Rate/Ty Pennington Day

and encourage the citizens and visitors to Waynesville to acknowledge the immeasurable contribution of Guaranteed Rate and Ty Pennington to the Haywood Pathways Center Project and its future impact on our community.

FURTHER, I extend sincerest gratitude and thanks to Guaranteed Rate and Ty Pennington on behalf of the various local governments, churches, and non-profit organizations involved in this project.

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Town of Waynesville on this the 9th Day of September, 2014.

TOWN OF WAYNESVILLE

Gavin A. Brown, Mayor

J. Wells Greeley, Mayor Pro Tem

Gary Caldwell, Alderman

Julia Boyd Freeman, Alderman

LeRoy Roberson, Alderman

Marcia D. Onieal, Town Manager

Amanda W. Owens, Town Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 9, 2014

SUBJECT: Public hearing to consider rezoning request for properties located at 668 and 746 North Main Street from Walnut Street Neighborhood District, Mixed-Use Overlay to North Main Street Neighborhood Center

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number: 5-C
Department: Development Services
Contact: Paul Benson, Interim Planning Director
Presenter: Paul Benson, Interim Planning Director

BRIEF SUMMARY:

The rezoning request is for two contiguous properties: 668 North Main (0.63 acre) is currently vacant and most recently housed “A Matter of Record” retail use. The property located at 746 (1.07 acre) has multiple tenants including a barber shop, a beauty salon and a food store. Some space within the property is currently vacant.

At their August 18, 2014 meeting the Planning Board considered this rezoning and voted unanimously to recommend that the zoning of these properties remain unchanged for the reasons outlined in the staff report which include preservation of the Walnut Street Neighborhood District as called for in the 2020 Plan, and preservation of the current zone boundary along East and West Marshall Street.

MOTION FOR CONSIDERATION:

- 1) No action is necessary to affirm the Planning Board recommendation and leave the current zoning unchanged. Or,
- 2) Motion to rezone property located at 668 and 746 North Main Street (PINs 8615-59-3075 and 8615-59-6206) from Walnut Street Neighborhood District, Mixed-Use Overlay to North Main Street Neighborhood Center.

FUNDING SOURCE/IMPACT: None.

ATTACHMENTS:

- Staff report to Planning Board
- August 18, 2014 Planning Board Minutes
- Rezoning Application

- Initial Request Letter
- Rezoning Map
- Application for Appeal by Harrells
- Email Opposing Rezoning

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Manager recommends affirming the due diligence of the Planning Board which voted unanimously to leave zoning in this area unchanged. If the Board wishes to re-examine zoning on a more comprehensive basis rather than a property-by-property basis, I would suggest the matter be referred back to the Planning Board for review as part of the 2020 Comprehensive Plan update process, which will be undertaken following the hiring of a new Development Services Director this fall.

STAFF REPORT

Agenda Item: Rezoning Request
Location: 668 & 746 North Main Street,
PIN: 8615-59-3075 & 8615-59-6206
Area: 1.7 acres total
Owner: Dorothy M. Harrell
Requested Rezoning: From Walnut Street Neighborhood Residential District, Mixed- Use Overlay to North Main Street Neighborhood Center District

Background

This rezoning request covers two commercial properties. The property located at 668 North Main (lot 3075) is currently vacant and formerly housed a record store. The property located at 746 (lot 6206) has multiple commercial tenants (barber/beauty shops) and some vacant space.

The current zoning is Walnut Street Neighborhood Residential with a Mixed-Use Overlay. The purpose of the district as specified in the Land Development Standards:

The **Walnut Street Neighborhood District (WS-NR)** is an important, older, in-town, heavily canopied neighborhood district separating three major centers: the Russ Avenue Town Center, the North Main Street Boulevard District and the Central Business District. This district will continue to develop with a strong residential core of medium-density, single family homes surrounded by appropriately designed service and business uses along Walnut and North Main Streets. Any new development in this area needs to maintain the high quality of building construction present in the district. A residential scale will be required for all new development. As the lots in this district are larger, and due to the walkable nature of the area, accessory dwellings are encouraged. Sidewalks, which are found throughout the district, will be required for any new development. The tree canopy, which defines the area, must be enhanced with future development in order to continue the differentiation between this district and the adjoining, more urban districts.

The Mixed-Use Overlay District is an overlay district established to permit certain limited mixed-uses with residential neighborhoods as specified in the Table of Permitted Uses of the Land Development Standards. The additional uses permitted by this overlay include: Live/Work Units, Animal Services, ATMs, Banks et al, Business Support Services, Day Care Homes, Drive Thru Service, Dry Cleaning/Laundry Service, Government Services, Personal Services, Post Offices, Professional Services, General Commercial less than 100,000 square feet, Outside Sales, and Restaurants.

The requested North Main Street Neighborhood Center District has the following Purpose and Intent as established by the Land Development Standards:

The **North Main Street Neighborhood Center District (NM-NC)** is a mixed use district that forms the gateway into town from the northeast. The setting of this district is important as it frames Eagles Nest Mountain at the apex of the hill on North Main and

forms a forced perspective to the "center" of the district -- the intersection of Walnut and Main Streets. As a result, maintaining inviting vistas down Main Street and creating an attractive public realm are the objective of many of the standards set forth for this district. Street walls, boulevard trees and sign control will all be important in meeting these objectives as the street is redesigned. Working to keep traffic congestion to a minimum in this area will require the use of rear access drives, side street entrances and shared driveway connections. The uses found in the North Main Street Boulevard District serve not only the surrounding neighborhoods, but all of the Waynesville community and are varied in nature.

2020 Land Development Plan

The Waynesville: Our Heritage, Our Future, 2020 Land Development Plan (Map 12) indicates the area including the subject properties to be designated for "Mixed Use, Low to Medium" concentration. The text of the Plan states that this use is typically located in the vicinity of major collector intersections where the land is suitable for low to medium density residential development and small scale office, commercial and institutional development. (See page 5-12). The plan also indicates preservation of older, historic neighborhood and housing for this area.

Surrounding Land Use/Zoning Pattern:

Surrounding land use is primarily strip commercial along North Main Street with a variety of office, service, and retail uses. To the rear of the commercial properties lining Main Street on both the east and west sides are medium density single family residences. The residential area to the west across Main Street from the subject properties is designated as the "Spread Out" District and is listed on the National Register of Historic Places.

Staff Recommendation:

The requested rezoning would add a significant number of permitted uses to these properties including: Auto Part Sales, Gas Stations, Vehicle and Heavy Equipment Sales and Rental, General Commercial (greater than 100,000 square feet), Recycling Collection Stations, Neighborhood Manufacturing and others that may not be in keeping with the adopted land use goals of the Town's 2020 Plan. In addition, the rezoning of these two properties would break the clear zone boundary that currently exists along East and West Marshall Streets between the Walnut Street Neighborhood District and the North Main Street Neighborhood Center District. For these reasons staff does not recommend changing the zoning of this property.

Requested Action:

Motion to recommend to the Board of Aldermen approval, approval with conditions or denial of the requested rezoning of the property located at 668 and 746 North Main Street (PINs 8615-59-3075 & 8615-59-6206) from the Walnut Street Neighborhood Residential Mixed-Use Overlay District to the North Main Street Neighborhood Center District.

MINUTES OF THE TOWN OF WAYNESVILLE PLANNING BOARD
REGULAR MEETING
Town Hall – 9 South Main St., Waynesville, NC 28786
August 18, 2014

THE WAYNESVILLE PLANNING BOARD held a regular meeting on Monday August 18, 2014 at 5:30 p.m. in the board room of the Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

1. Welcome/Calendar/Announcements

Chairman Patrick McDowell welcomed everyone and called the meeting to order at 5:30 p.m. The following members were present:

Marty Prevost
Jon Feichter
Shell Isenberg
Robert Herrmann
Patrick McDowell
Brooks Hale

The following staff members were present:

Paul Benson, Interim Planning Director
Eddie Ward, Deputy Town Clerk
Jason Rogers, Codes Administrator

Board Member Danny Wingate arrived at the meeting at 5:40 p.m.

2. Minutes of July 21, 2014

Board Member Robert Herrmann made a motion, seconded by Board Member Shell Isenberg, to approve the minutes of July 21st 2014 with a correction as follows: On page two, paragraph two, the words Day Card Homes should read Day Care Homes. The motion passed unanimously.

B. NEW BUSINESS

3. Ingles Conditional District Master Plan Change Request – 201 Barber Boulevard (off Russ Avenue).

Chairman McDowell asked Interim Planning Director Paul Benson to give a background staff report for this request. Mr. Benson stated that in February of 2011 the Town rezoned the property at 201 Barber Boulevard to a conditional district based on a Master Plan submitted by Ingles, showing redevelopment of the Ingles grocery store and construction of a new convenience store with gas pumps.

As part of that approval, modifications of the requirements for parking lot location, (permitting all parking in front), and for parking lot landscaping, (permitting a reduction of 30% of the required parking lot shade trees), were included. Also during the review process the Town requested and Ingles agreed to dedicate the right-of-way for a new street to the north side of the site, and to locate a public transit shelter on the site.

In August of 2012, Ingles asked, and received, approval from the Planning Board for the following changes to the original master plan:

- The floor areas of the redeveloped grocery store were reduced by 14,023 square feet from 119,858 square feet to 105,816 square feet.
- The proposed garden center with 23,728 square feet was removed from the plan.
- The convenience store with gas pumps was relocated to the western corner of the property directly fronting Russ Avenue.

The current request includes the following changes to the previous Master Plan:

- Reduction of the proposed grocery store from 105,816 square feet to 91,333 square feet.
- Reduction of the proposed parking spaces from 712 to 514.
- Relocation of the proposed convenience store with gas pumps back to the originally proposed location to the south of the former Belk's building.
- Expansion of the convenience store from 2,000 square feet to 2,200 square feet, and an increase in the number of gas pumps from 6 to 8.
- Addition of a 7,000 square foot car wash building to the north of the proposed gas pumps (shown as parking on original plan).
- Addition of a 48,836 retail building to the west of the grocery store (shown as a 23,782 square foot garden center on the original plan).
- Addition of areas designated for future buildings on the lot fronting Russ Avenue (possible restaurant with drive- thru) and on a lot located in the southern corner of the primary parking area (possible restaurant).
- The total previously approved square footage in buildings was 212,400 and the current request increases the total square footage to 230,424.

Mr. Benson stated that Land Development Standards give the Planning Board the authority to approve revisions to the Master Plan provided that the changes do not constitute specifically defined "substantial changes" as follows:

- Land area being added or removed from the Conditional District.
- Modification of special performance criteria, design standards, or other requirements specified by the enacting ordinance.
- A change in land use or development type beyond that permitted by the approved Master Plan.
- When there is introduction of a new vehicular access point to an existing street, road or thoroughfare not previously designated for access.
- When there is an increase in the total number of residential dwelling units originally authorized by the approved Master Plan.

- When the total floor area of a commercial or industrial classification is increased more than 10 percent beyond the total floor area last approved by the Board of Aldermen.

Chairman McDowell asked if any representatives of Ingles would like to speak. **Mr. Preston Kindle, 15 West Vista Drive, Candler, NC**, spoke on behalf of Ingles. Mr. Kindel thanked the Board for listening to them for the third time. He explained that this project was a huge investment for Ingles, and because it is such a big investment, they want to make sure they are utilizing all the space in the best way possible. The same store concept has been built in Mills River, NC. and that store is very profitable, so they want the same lay-out in Waynesville. Mr. Kindel went over diagrams of the proposed store, restaurants, parking, I-Market gas station, carwash, and landscaping.

The Board had questions for Mr. Kindel concerning a traffic signal that is to be located at Frazier Street, and a right in right out street off Russ Avenue to the left of Hometrust Bank. Mr. Kindel stated the traffic signal has already been approved by North Carolina Department of Transportation. The street turning off Russ Avenue will remain a private street and will be maintained by Ingles. The design for a turn lane is also being handled by the North Carolina Department of Transportation.

A motion was made by Board Member Jon Feichter, seconded by Board Member Danny Wingate to approve the Ingles Conditional District Master Plan Change Request – 201 Barber Boulevard (off Russ Avenue). The motion passed unanimously.

4. Public Hearing: Rezoning Request – Rezoning property located at 668 and 746 North Main Street – PIN 8615-59-3075 & 8615-59-6206 from Walnut Street Neighborhood Residential Mixed-Use Overlay to North Main Street Neighborhood Center

Chairman McDowell asked Mr. Benson to give background on the rezoning request for 668 and 746 North Main Street. Mr. Benson said this request is for two commercial properties. The property located at 668 (lot 3075) North Main Street is currently vacant, but formerly housed a record store. The property located at 746 (lot 6206) has multiple commercial tenants and some vacant space. The current zoning is Walnut Street Neighborhood Residential with a Mixed-Use Overlay.

Mr. Benson explained that the Walnut Street Neighborhood District (WS-NR) is an older neighborhood district with a strong residential core of medium density, single family homes surrounded by appropriately designed service and business uses along Walnut Street and North Main Streets. New Development in this area needs to maintain the high quality of building construction present in the district. A residential scale will be required for all new development, with sidewalks and tree canopies. The Mixed-Use Overlay District permits Live/Work Units, Animal Services, ATMs, Banks, Business Support Services, Day Care Homes, Drive Thru Services, Dry Cleaning/Laundry Service, Government Services, Personal Services, Post Offices, Professional Services, and General Commercial less than 100,000 square feet, Outside Sales, and Restaurants.

The requested North Main Street Neighborhood Center District is a mixed use district, and would add a significant number of permitted uses to these properties including: Auto Parts Sales, Gas Stations, Vehicle and Heavy Equipment Sales and Rental, General Commercial (greater than 100,000 square feet), Recycling Collection Stations, Neighborhood Manufacturing and others that may not be in keeping with the adopted land use goals of the Town's 2020 Plan. Street walls, boulevard trees and sign control are important in creating an attractive public realm in this District. Rear access drives, side street entrances and shared driveway connections are part of traffic control in the District. The uses

found in the North Main Street Boulevard District serve all of the Waynesville community and are varied in nature.

Chairman McDowell opened the Public Hearing for comments.

Pola Wilham
140 Clover Bank Rd,
Mooreville, NC 28115

Ms. Wilham stated she is the daughter of the property owners, Leroy and Dorothy Harrell. Mr. and Mrs. Harrell are now living in Mooreville, NC, and because of health reasons cannot be at the Board meeting themselves. Ms. Wilham read a letter written to the Planning Board from Mrs. Harrell.

Nena Harrell
1962 Woodburn Road
Charlottesville, VA 22901

Ms. Harrell stated she is also the daughter of the property owners. She said the tenant in the building at 668 North Main Street, operating in the business name of "A Matter of Record", moved out in December 2013 after fourteen years. Meinke Muffler was interested in moving in the vacated space, and it was at that point when she was told the property was zoned Walnut Street Neighborhood District. Because of the zoning, Meinke, two tire stores, and an automotive supply store could not locate their businesses in the buildings. Ms. Harrell stated her mother did not know the zoning for the property was Walnut Street Neighborhood District and that these uses were not allowed. Ms. Harrell said the way her buildings are structured was not taken into consideration with the last rezoning in 2001-2002. Upgrades have been done recently on the buildings, but because they were designed for automotive uses they are not practical for the permitted uses in the Neighborhood District. She said their goal is to have attractive buildings with good tenants.

Chairman McDowell closed the Public Hearing.

A motion was made by Board Member Jon Feichter, seconded by Board Member Marty Prevost to deny the rezoning request for property located at 668 and 746 North Main Street – PIN 861-59-3075 and 8615-59-6206 from Walnut Street Neighborhood Residential Mixed-Use Overlay to North Main Street Neighborhood Center. The motion passed unanimously.

Chairman McDowell informed Ms. Harrell she could appeal to the Town of Waynesville Board of Aldermen by contacting Town Clerk Amie Owens to be placed on the agenda for the next Board meeting.

C. OTHER BUSINESS

At last month's meeting the Board asked Mr. Benson to contact Board Member Lee Bouknight concerning his attendance at the Board meetings. Mr. Bouknight said he wished to continue on the Board, but medical reasons had prevented him from driving. The consensus of the Board was to contact him and see if he wished to ride with another member to future meetings.

Chairman McDowell said he would not be able to attend the Board meeting in September and the consensus of the Board was to appoint Jon Feichter as Interim Vice Chairman if Vice Chairman Lee Bouknight is unable to attend.

D. ADJOURN

With no further business, it was the consensus of the Board to adjourn at 6:40 p.m.

Patrick McDowell, Chairman

Eddie Ward, Deputy Town Clerk

TOWN OF WAYNESVILLE

Application for Amending the Waynesville Land Development Standards

Application is hereby made on June 6, 2014 to the Town of Waynesville for amending the: ☒ Zoning Map ☐ Text of the Land Development Standards

Zoning Map Amendment:

Address/location of property: 668 N Main, 730, 734, 738, 746, 758 N. Main

Parcel identification number(s) (PIN): 8615-59-3075 & 8615-59-4206

The property contains _____ acres. **Attach metes and bounds description.**

Current zoning: Walnut Street Neighborhood w/ Commercial Overlay

Requested zoning: North Main Neighborhood Center

The property is best suited for the requested change for the following reason(s), (attach additional sheets if necessary):

Property has been used for commercial uses
not allowed in WS-NS for 50 years and was
constructed for uses not allowed in WS-NS district

Text Amendment:

Designate the specific section(s) of the Land Development Standards being requested for change:

Description of the requested amendment, (attach additional sheets if necessary):

The reasons for the requested amendments, (attach additional sheets if necessary):

Dorothy M. Harrell 140 Carriage Club Dr. 434-981-1529
Applicant (print name) Address Phone

Please copy any notices to Nena Harrell 1962 Woodburn Rd.
Charlottesville, VA 22901

Note: for map amendment applicant must be property owner of record, or have written authorization by owner.

Nena Harrell - ulcwww@embargo@mail.com



Dear Members of the Board,

Thank you for listening to my messages on your phones last week and my letter tonight. I do hope you can agree with me to rezone our property in East Waynesville.

My husband, Leroy, and I were born in Haywood County in 1924. We bought this property in 1960. Leroy had been in the car business in a rental property and he wanted to open his own car dealership. We had been in business 5 or 6 years and the town was prospering and growing. The Alderman approached Leroy wanting to buy some of our front property to widen the road. Leroy said you don't have enough money to buy the property but I will gladly give it to you. That's just the way he is.

Leroy started with a used car business and then got the Land Rover franchise. I feel like our Land Rover business not only brought revenue to the town because of the Land Rover sales and service but also provided employment. We sold Land Rovers in 27 different states and each summer had an annual Land Rover Caravan that started on our property and we drove to the Blue Ridge Parkway and then ended at the test farm for a picnic. We had customers from as far as California to attend. Some of our customers decided to stay and open businesses like the Swag. I am telling you this because some of you might not be local or old enough to remember our business. Haywood County has always been our home.

We did not have retirement accounts back then but Leroy decided to build additional rental buildings on our property for our retirement. We built 2 additional buildings and have rented them for 30 years. When Leroy was unable to work any longer, we started renting the main building and have made a decent living from the rental. Leroy always said this would pay for our retirement and now it does not. The property has served us well and we had a good business there. Now we have found that the Town of Waynesville has put restrictions on the property that makes it impossible to keep the rental income. It saddens our spirits. We always wanted our two daughters to own this property and make it a place to be proud of.

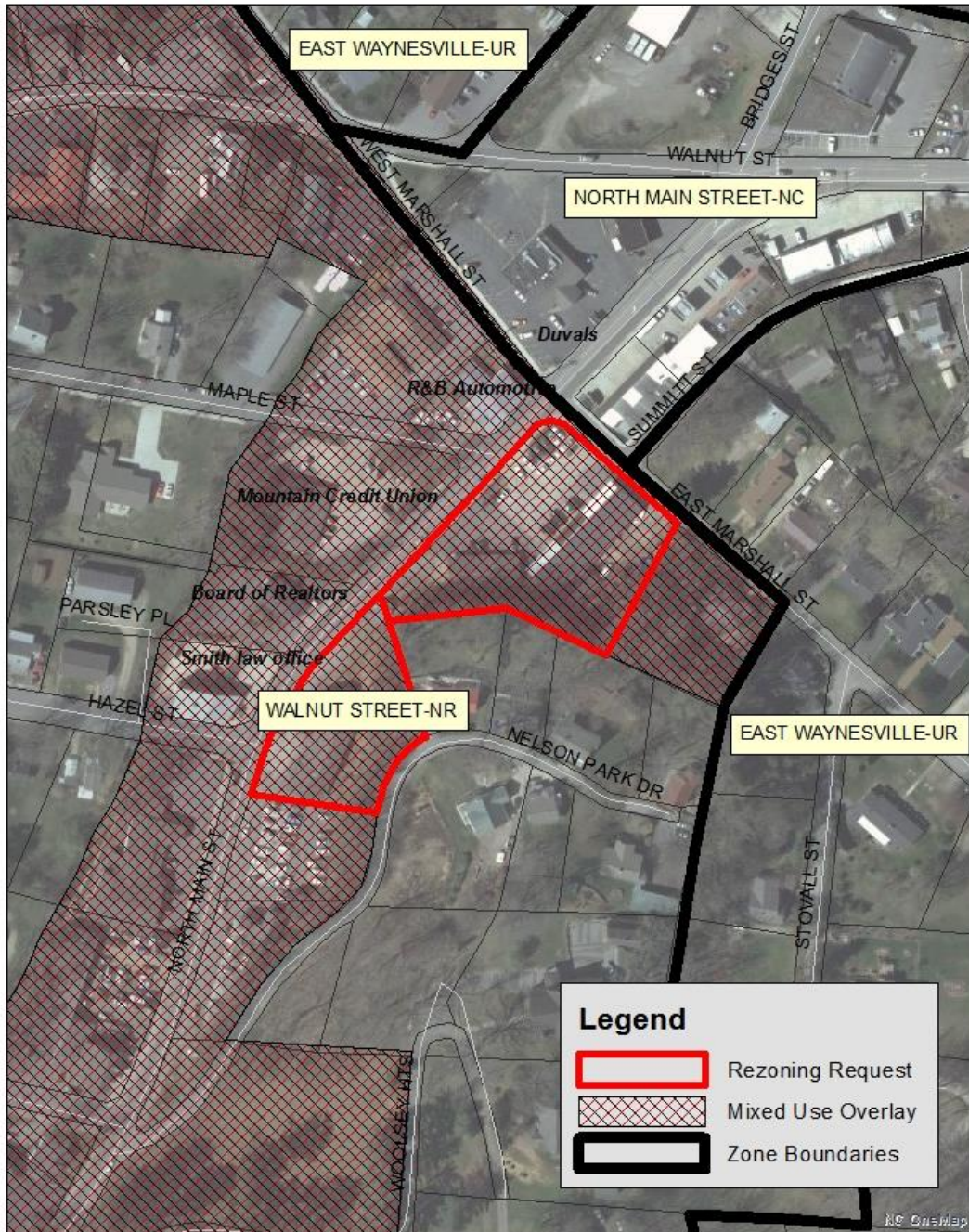
We have had to move to assisted living due to Leroy's health. I would be there in person but Leroy is bedridden and I cannot leave him. If we had been aware of this zoning, we would have been asking for a change before now. We have paid our taxes and been good citizens of the Town of Waynesville. It is difficult enough to pay for assisted living but we have managed to do so until we have been unable to rent our property. When my daughter told me that we could not rent to Meinke I was sure she must be wrong. Our insurance was also canceled because we had an empty building. I never thought the Town of Waynesville would restrict the property we have owned for over 50 years or why the zoning changes at our property. We have been there much longer than the Tool Shed but they have commercial zoning.

I appreciate you listening to my concerns and I ask for your help.

Dorothy Harrell

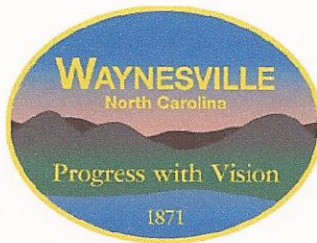


668 & 746 North Main Street Rezoning Location Map



0 50 100 200 300 Feet

Gavin Brown, Mayor
J. Wells Greeley, Mayor Pro Tem
Gary Caldwell, Alderman
Julia Freeman, Alderman
LeRoy Roberson, Alderman



Marcia D. Onieal, Town Manager
Woody Griffin, Town Attorney

APPLICATION FOR APPEAL OF ADMINISTRATIVE DECISION TO BOARD OF ALDERMEN

Applicant Name: Dorothy & Leroy Harrell

Applicant Address: 140 Carriage Club Dr Mooresville, NC 28117;
Email: dartha@centurylink.net

Parcel Identification Number(s): 8615-59-3075 & 8615-59-6206

Summary of Planning Board's Decision (Attach additional sheets, if necessary):
Recommendation of Staff was upheld by Planning Board and application for rezoning was
denied

Reason for Appeal of Decision (Attach additional sheets, if necessary): The overlay district
zoning placed on property approximately 12 years ago without knowledge of applicant has
severely restricted the rental of the property. We have lost tenants such as Meinke, 2 tire stores,
automotive supply store, auto detailing shop, antique mall, etc. The zoning does not take the
layout or structure of our buildings into account. We have unfinished bays with overhead doors.
We have had vacant buildings since Matter of Record moved. We request that the zoning be the
same as the Tool Shed which is our direct neighbor. Over the past 9 months we have
encountered many potential tenants that have elected to move to the County rather than deal with
the restrictive policies of the Town. Even though we abut residential property technically on
Nelson Dr., we are substantially below them in elevation so we only adjoin one residential
property on East Marshall St.

Applicant Signature: Dorothy M. Howell **Date:** 9/2/14
by Dena L. Howell, POA

From: [Paul Benson](#)
To: [Amie Owens](#)
Subject: FW: Town of Waynesville, NC; Rezoning Public Hearing
Date: Wednesday, September 03, 2014 12:47:38 PM

Hi Amie,

Could you add the attached letter to the Board's agenda package for the Harrell rezoning?

Thanks,
Paul

From: Lynda Maclean [mailto:lynda_maclean@yahoo.com]
Sent: Wednesday, September 03, 2014 11:58 AM
To: Paul Benson
Subject: Fw: Town of Waynesville, NC; Rezoning Public Hearing

This is in response to the public hearing scheduled for Tuesday, September 9, 2014, for the rezoning of 2 lots, consisting of 1.7 acres located at 668 and 746 North Main Street, owned by Dorothy M. Harrell. As I am unable to attend the public hearing, I am sending this email to voice my opposition.

The request is to change the existing zoning to North Main Street Neighborhood Center. This would allow for automotive type businesses, which I am absolutely against.

I own property at 37 East Marshall Street, in addition to the adjoining properties at 51 and 53 East Marshall Street. These properties face directly to the backside of the property which is requesting the zoning change. These type of businesses are an eyesore for the neighborhood. Additionally, they can greatly depreciate the value of my investments, as well as those of other residential property owners in the neighborhood. In today's economy, we should be looking at ways to increase property values rather than decrease them. Improve the neighborhood environments, not bring them down.

As I understand the need for automotive businesses and realize they are an essential part of our everyday lives, I believe that it is best to keep them in areas that are more industrial as opposed to in residential neighborhoods.

I hope that the Board of Alderman seriously considers all of the con's and refuses to approve this zoning change.

Thank you for permitting me to voice my opposition.
Respectfully Submitted,

Lynda MacLean
Property Owner
340-473-8617

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 9, 2014

SUBJECT: Request for additional on-street parking designated as Handicapped Accessible in the 200-block of North Main Street *(request of Haywood County Manager Ira Dove)*

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 6-D
Department: Administrative Services
Contact: Marcy Onieal, Town Manager
Presenter: Marcy Onieal, Town Manager

BRIEF SUMMARY:

The Town was notified via email of new security protocols being observed at the Haywood County Courthouse, which call for the permanent closing of all side entrances to the historic Courthouse effective September 2, 2014. This action will call for a longer trek to the front of the courthouse for county clients who park in the parking deck, and will render the existing handicapped (H/C) accessible spaces in the deck too distant from the courthouse entryway to meet ADA compliance standards. The County Manager has requested that the Town reserve, for H/C access only, additional on-street parking spaces immediately in front of the Historic Courthouse in the 200-block of North Main. Currently there are nine parking spaces in front of the courthouse, two of which are H/C accessible. In addition, there are two H/C spaces across the street in front of the Mountaineer. Of these four spaces, only one is currently van accessible. There are three other H/C designated spaces on Main Street between Town Hall and the Courthouse, although all of the downtown parking lots (both public and private) and several side streets have additional H/C designated spaces.

The additional spaces could be designated simply with H/C signage and decals, without alteration to the sidewalks. While the individual spaces would not meet ADA requirements for wheelchair or van accessibility without taking down the sidewalk to grade and lengthening spaces, there is no requirement (in the absence of major construction) that such accommodation be made, and the reserving of additional H/C spaces is at the Town's discretion.

MOTION FOR CONSIDERATION: *[At the board's discretion – see manager's comments]*

FUNDING SOURCE/IMPACT: Cost of signage and street decals could be absorbed within adopted budget without amendment. Cutting sidewalks down to grade would incur significantly higher costs.

ATTACHMENTS: N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS: The manager has consulted with Downtown Waynesville Association and Main Street businesses in the vicinity. DWA has expressed concern about

adding additional H/C parking in this block, because of the high demand for on-street parking and the fact that many of the existing H/C parking spaces along Main Street remain vacant much of the day. In addition, there had been renewed construction activity and retail inquiries for space in that block, so the demand for on-street parking in that area may rise.

The manager suggests one of the following for action by the board at its discretion:

Option 1: Do nothing and see how the closure of the courthouse entrances affects client parking and accessibility before committing to additional H/C spaces.

Option 2: Simply exchange the two H/C spaces in front of the Mountaineer for two additional spaces on the Courthouse side of the street (at either end of the block adjacent to the existing H/C spaces)

Option 3: Remove the H/C spaces in front of the Mountaineer and add up to 7 H/C spaces in front of the courthouse

Option 4: Leave existing H/C designations on both sides of the street and add up to 7 H/C spaces in front of courthouse.

Option 5: Cut down the sidewalk on the courthouse side for desired number of spaces to ensure all spaces are H/C van/wheelchair- accessible (as in front of Town Hall)

The manager recommends Option 2 at this point in time to test whether additional H/C spaces are truly needed in this block.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: September 9, 2014

SUBJECT: Request to waive construction permit fees for Haywood Pathways Center *(request of Haywood County, property owner)*

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 7-D
Department: Administrative Services
Contact: Marcy Onieal, Town Manager
Presenter: Marcy Onieal, Town Manager

BRIEF SUMMARY:

It has been customary over many years for the Town to waive construction permit fees for County-owned properties within the Town's jurisdiction, in acknowledgement of the fact that Town taxpayers are also County taxpayers. In the case of the Haywood Pathways Center, the former state prison is now a county-owned facility, which has been leased to three area non-profits for use as an emergency shelter, halfway house and community soup kitchen. Because the County will continue to own the building, it has been requested that the Town waive permit fees for the renovation project, which will begin in September, and proceed through three phases as funds become available. The first phase of the renovation project will rehab old prison dorms and bathrooms for use as an emergency shelter, with an anticipated opening date of November 1, 2014

MOTION FOR CONSIDERATION:

To approve a waiver of all construction fees associated with the conversion of the county's old prison building to the Haywood Pathways Center.

FUNDING SOURCE/IMPACT: No direct cost to the Town; the waiver simply represents unrealized GF revenue of approximately \$1000.

ATTACHMENTS: N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS: Approve as requested.

It is worth noting that the Town is a partner in the Haywood Pathways project, having committed \$20,000 toward renovations, another \$3,000 in seed money toward social enterprise activities designed to raise funds in support of the Haywood Pathways' mission, and various in-kind support for Haywood Helps, which is the umbrella under which this particular renovation project is taking place.

GROUND LEASE

This Ground Lease ("Lease") is made and entered into by and between Entity, a Entity Type, having an address at _____, hereinafter referred to as "Landlord," and Entity, a Entity Type, having an address at Attention: Real Estate, 8410 West Bryn Mawr Avenue, Suite 700, Chicago, Illinois 60631, hereinafter referred to as "Tenant."

WHEREAS, Landlord is the fee owner of property with an address of _____ located in the City/Town/Village of _____, County of _____, State of _____ legally described in Exhibit A attached hereto and incorporated by reference (the "Landlord's Parcel").

WHEREAS, Tenant desires to occupy, and Landlord is willing to provide Tenant such Premises (as hereinafter defined) on the Landlord's Parcel for Tenant's use, as set forth in this Lease.

NOW THEREFORE, in consideration of the mutual promises, conditions, and other good and valuable consideration of the parties hereto, it is covenanted and agreed as follows:

1. Option to Lease.

- a. Landlord hereby grants to Tenant an option (the "Option") to lease from Landlord the following described parcel (the "Leasehold Parcel"):

Approximate dimensions:

Approximate square footage:

Legal descriptions of the Landlord's Parcel and the Tenant's Premises are attached hereto as Exhibit A and a Site Plan of the Leasehold Parcel is attached to the lease as Exhibit B.

- b. During the Initial Option Term (as hereinafter defined) and any Extended Option Term (as hereinafter defined), and during the Initial Term (as hereinafter defined) and any Renewal Term (as hereinafter defined) of this Lease, Tenant and its agents, engineers, surveyors and other representatives will have the right to enter upon the Leasehold Parcel to inspect, examine, conduct soil borings, drainage testing, material sampling, and other geological or engineering tests or studies of the Leasehold Parcel (collectively the "Tests"), to apply for and obtain licenses, permits, approvals, or other relief required of or deemed necessary or appropriate at Tenant's sole discretion for its use of the Premises (as hereinafter defined) and include without limitation applications for zoning variances, zoning ordinances, amendments, special use permits, and construction permits (collectively referred to as "Governmental Approvals"), and otherwise to do those things on or off the Leasehold Parcel that, in the opinion of Tenant, are necessary in Tenant's sole discretion to determine the physical condition of the Leasehold Parcel, the environmental history of the Leasehold Parcel, Landlord's title to the Leasehold Parcel, and the feasibility or suitability of the Leasehold Parcel for Tenant's Permitted Use (as hereinafter defined), all at Tenant's expense. Tenant will not be liable to Landlord or any third party on account of any pre-existing defect

or condition on or with respect to the Leasehold Parcel, whether or not such defect or condition is disclosed by Tenant's inspection.

- c. In consideration of Landlord granting Tenant the Option, Tenant hereby agrees to pay Landlord the sum of dollars (\$.00) within fifteen (15) days of full execution of this Lease by Landlord and Tenant. The Option will be for an initial term of eighteen (18) months (the "Initial Option Term") and may be renewed by Tenant, at the election of Tenant, for an additional six (6) months ("Extended Option Term") upon written notification to Landlord and the payment of an additional dollars (\$.00) no later than fifteen (15) days prior to the expiration date of the Initial Option Term. Landlord shall provide a complete and accurate IRS form W9 to Tenant for the Payee of the Option sum prior to payment thereof.
 - d. During the Initial Option Term and during the Extended Option Term, if any, as the case may be, Tenant may exercise the Option by notifying Landlord in writing at any time prior to the expiration of the Initial Option Term and the Extended Option Term, if any, as the case may be. If Tenant exercises the Option, then Landlord shall lease the Leasehold Parcel to the Tenant on, and subject to, the terms and conditions of this Lease.
2. Grant of Easements. Landlord hereby grants to Tenant an access easement thirty (30) feet in width from the Leasehold Parcel to the nearest accessible public right-of-way (the "Access Easement") and a utility easement ten (10) feet in width to the nearest suitable utility company-approved service connection points (the "Utility Easement"); the Access Easement and the Utility Easement are collectively referred to herein as the "Easements"; the lands underlying the Access Easement and the Utility Easement are collectively referred to herein as the "Easement Parcels," which Easement Parcels are further described in Exhibits "A" & "B" attached hereto and incorporated herein). The Easements granted herein shall include, but not be limited to,
- a. The right to clear vegetation, cut timber, and move earthen materials upon the Easement Parcels,
 - b. The right to improve an access road within the Access Easement Parcel,
 - c. The right to place use, repair, replace, modify and upgrade utility lines and related infrastructure and equipment within the Utility Easement Parcel,
 - d. The right to enter and temporarily rest upon Landlord's adjacent lands for the purposes of
 - (i) Installing, repairing, replacing and removing the Improvements (as defined below) and any other personal property of Tenant from the Leasehold Parcel and
 - (ii) Improving the Easement Parcels, including the right to bring in and use all necessary tools and machinery, and
 - e. The right of pedestrian and vehicular ingress and egress to and from the Leasehold Parcel at any time over and upon the Access Easement Parcel. The Leasehold Parcel and the Easement Parcels are collectively referred to herein as the "Premises." Landlord agrees to make such additional direct grants of easement, such grants not to

be unreasonably withheld, conditioned or delayed, as Tenant may request in order to further the purposes for which Tenant has been granted the easements set forth in this Section 2.

3. Use of the Premises. Tenant shall be entitled to use the Premises to construct, operate, modify as necessary, and maintain thereon a communications antenna tower (including aviation hazard lights when required), an access road, one or more equipment buildings, back-up power devices and a security fence, together with all necessary lines, anchors, connections, devices, legally required signage and equipment for the transmission, reception, encryption, and translation of voice and data signals by means of radio frequency energy and landline carriage (collectively, the “Improvements”); Tenant’s use described in this Section 3 is hereinafter referred to as the (“Permitted Use”). Tenant shall have unlimited access to the Premises 24 hours per day, 7 days a week.
4. Term of Lease. In the event Tenant, in Tenant's sole discretion, exercises the Option, the initial Lease term will be five (5) years (the “Initial Term”), commencing upon the Commencement Date (as hereinafter defined) and terminating at midnight on the day in which the fifth (5th) anniversary of the Commencement Date falls.
5. Option to Renew. The Initial Term of this Lease shall automatically extend for up to five (5) additional terms of five (5) years each (each, a “Renewal Term”), upon a continuation of all the same provisions hereof, unless Tenant gives Landlord written notice of Tenant’s intention to terminate the Lease at least sixty (60) days before the expiration of the Initial Term or any Renewal Term.
6. Option to Terminate. Tenant shall have the unilateral right to terminate this Lease at any time by giving Landlord written notice of the date of such termination (“Termination Date”). The Indemnification obligations of each party contained in Section 12 and Tenant’s requirement to remove improvements as provided in Section 20 shall survive termination of the Lease.
7. Base Rent. Commencing on the date that Tenant commences construction (the “Commencement Date”), Tenant shall pay Base Rent to Landlord in the amount of dollars (\$.00) per month, the first payment of which shall be due within thirty (30) days of the Commencement Date, and installments thereafter on the first day of each calendar month, provided that Landlord shall submit to Tenant a complete and accurate IRS form W9 prior to Tenant’s first payment of Rent. Landlord shall specify the name, address, and taxpayer identification number of a sole payee (or maximum two joint payees) who shall receive Rent on behalf of the Landlord. Rent will be prorated for any partial month. Any change to the Payee must be requested in accordance with the Notice provision herein, and a new IRS form W9 must be supplied prior to payment by Tenant to the new Payee.
8. Adjusted Rent. At the beginning of each Renewal Term throughout the duration of the Lease as renewed and extended, the Rent shall be increased by ten (10%) percent over the previous term’s Rent.
9. Utilities. Tenant shall solely and independently be responsible for all costs of providing utilities to the Premises, including the separate metering, billing, and payment of utility services consumed by Tenant’s operations. The word “utilities” shall mean any service that is necessary for the Tenant to conduct its operations on the Premises and “utility services”

shall mean any provider who provides utility services or utility related infrastructure so that the Tenant can conduct its Permitted Use on the Premises.

10. Property Taxes. Landlord shall pay prior to delinquency any real estate taxes attributable to Landlord's Parcel. Tenant shall pay prior to delinquency any personal property taxes levied against Tenant's Improvements. Tenant shall pay to Landlord upon Landlord's demand, any increase in real property taxes levied against Landlord's Parcel which is attributable to Tenant's use or Improvements, provided that Landlord agrees to furnish reasonable documentation of such increase to Tenant. Furthermore, Landlord agrees to give timely notice to Tenant in the event it is notified of an assessment valuation change, or a change in property status. Landlord agrees that Tenant shall have the right to appeal any such change in status or any increase in real estate assessment for the Leasehold Parcel or Tenant's Improvements, and Landlord will reasonably cooperate, but at no cost to Landlord, with any such appeal by Tenant. Tenant shall only be responsible for property tax reimbursements requested by Landlord within one (1) year of payment of such property taxes by Landlord. Landlord's requests to Tenant for reimbursement of such property taxes should be addressed to:

U. S. Cellular
P.O. Box 31369
Chicago, IL 60631-0369

In order to ensure that Tenant's leasehold interest is not extinguished in the event that the real property taxes related to Landlord's Parcel become delinquent, Tenant shall have the right, but not the obligation, to pay delinquent real property taxes related to Landlord's Parcel. Tenant shall be entitled to take a credit against the Rent under this lease for any such taxes paid by Tenant that exceed Tenant's proportionate share thereof.

11. Repairs and Maintenance. Tenant shall be responsible for all repairs and maintenance of the Improvements, including, if applicable, snow removal if Tenant has exclusive control over its access road, and may at its own expense alter or modify the Improvements to suit its needs consistent with the intended use of the Premises. Landlord will maintain the areas surrounding Tenant's Premises. Landlord's maintenance shall include, but is not limited to, if applicable, to snow removal if all of part of Access Easement is shared between the parties.
12. Mutual Indemnification.
- a. To the extent permitted by law, Tenant agrees to defend, indemnify and save harmless Landlord from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Tenant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Tenant of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Tenant will have no liability to Landlord to the extent any claims, losses,

costs, expenses, or damages arise out of or result from any act, omission, or negligence of Landlord, or of Landlord's agents, employees or contractors.

- b. To the extent permitted by law, Landlord agrees to defend, indemnify and save harmless Tenant from and against all claims, losses, costs, expenses, or damages from a third party, arising from
 - (i) The negligence or willful misconduct of Landlord or its agents, employees, or contractors; or
 - (ii) Any material breach by Landlord of any provision of this Lease. This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Landlord will have no liability to Tenant to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Tenant, or of Tenant's, agents, employees or contractors.

13. Insurance.

- a. Tenant shall maintain commercial general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, Tenant shall maintain worker's compensation in statutory amounts, employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000); automobile liability insurance insuring against claims for bodily injury or property damage with combined single limits of One Million and No/100 Dollars (\$1,000,000); and all risk property insurance covering all personal property of Tenant for full replacement value. Tenant shall provide Landlord with evidence of such insurance in the form of a certificate of insurance prior to obtaining occupancy of the Premises and throughout the term of this Lease or any Renewal Term.
- b. Landlord shall maintain general liability insurance insuring against liability for bodily injury, death or damage to personal property with combined single limits of One Million and No/100 Dollars (\$1,000,000). In addition, to the extent required by law, Landlord shall maintain worker's compensation in statutory amounts and employer's liability insurance with combined single limits of One Million and No/100 Dollars (\$1,000,000). Landlord shall provide Tenant with evidence of such insurance in the form of a certificate of insurance prior to Tenant obtaining occupancy and throughout the term of this Lease or any Renewal Term.

14. Default. Tenant shall be in default of this Lease if Tenant fails to make a payment of rent when due and such failure continues for fifteen (15) days after Landlord notifies Tenant in writing of such failure. If Landlord or Tenant fails to comply with any non-monetary provision of this Lease, the other party shall serve written notice of such failure upon the defaulting party, whereupon a grace period of thirty (30) days shall commence to run during which the defaulting party shall undertake and diligently pursue a cure of such failure at its sole cost and expense. Such grace period shall automatically be extended for

an additional thirty (30) days, provided the defaulting party makes a good faith showing that efforts toward a cure are continuing.

15. Compliance with Laws. Tenant shall, at Tenant's cost and expense, comply with all federal, state, county or local laws, rules, regulations and ordinances now or hereafter enacted by any governmental authority or administrative agency having jurisdiction over the Premises and Tenant's operations thereupon.
16. Assignment of Lease by Tenant. This Lease shall be freely assignable by the Tenant to any other party without the necessity of obtaining Landlord's consent. Tenant's right to effect an outright transfer of the Lease, and the right of any collateral assignee to seize the Premises as defaulted security, is subject only to the limitation that the Premises shall be used for the purposes permitted herein. Tenant shall notify Landlord in writing of the name and address of any assignee or collateral assignee.
17. Subleasing. Tenant shall have the unreserved and unqualified right to sublet or license all or any portion of the Premises to subtenants without the necessity of obtaining Landlord's consent.
18. Right of First Refusal. Tenant (or its successor in interest, assignee or designee) shall have a right of first refusal ("Right of First Refusal") to purchase (a) all or any part of the fee ownership of the Premises; (b) any easement rights in or over all or any part of the Premises; (c) all or any part of Landlord's interest in or rights under this Lease, including, without limitation, the right to collect rents, or (d) any other legally recognizable interest in the Premises that Landlord make seek to transfer (each, "Landlord's Interest") whenever Landlord receives a bona fide offer from an unrelated third party to purchase, directly or indirectly, all or any part of Landlord's Interest that Landlord desires to accept ("Offer"). If the Offer is part of a larger transaction, including, without limitation, involving Landlord's Parcel, equity of Landlord or a larger package of assets which includes the Landlord's Interest, Landlord shall make a good faith estimate of the portion of such larger offer price attributable to the Landlord's Interest and provide that price to Tenant. Prior to accepting such Offer, Landlord shall give Tenant a copy of the Offer and other relevant documents, including the price and the terms and conditions upon which Landlord proposes to transfer Landlord's Interest (collectively, the "Right of First Refusal Notice"). Tenant shall have forty-five (45) days from the receipt of such notice to agree to purchase Landlord's Interest for the price and upon the terms and conditions specified in the Offer ("Tenant Approval Period").

If Tenant elects to so purchase Landlord's Interest, Tenant shall give to Landlord written notice thereof within said Tenant Approval Period ("Acceptance Notice"). If Tenant delivers an Acceptance Notice as provided herein, then Landlord and Tenant shall enter into a mutually acceptable purchase and sale agreement pertaining to such Landlord's Interest (the "Purchase and Sale Agreement"), reflecting the terms of the Offer, as well as other customary covenants, representations and warranties contained in purchase and sale agreements for similar acquisitions in the metropolitan area in which the Premises is located. The parties agree to act reasonably and cooperatively in negotiating, executing and delivering the Purchase and Sale Agreement. Except as otherwise specified in the Offer, at the closing for the sale of all or any part of the Premises, Landlord shall deliver to Tenant a

special warranty deed (or local equivalent), sufficient to convey to Tenant fee simple title. In the case of an assignment of the Lease or the grant of an easement, Landlord shall instead deliver to Tenant a customary assignment of the Lease or a customary easement.

If Tenant does not exercise the Right of First Refusal during the Tenant Approval Period, then Landlord may proceed to transfer Landlord's Interest upon the same terms and conditions set forth in the Offer; provided such transfer occurs within three (3) months following the end of the Tenant Approval Period, the transfer is made in accordance with all the other terms and conditions of this Lease, and such purchaser assumes the obligations of Landlord under this Lease including, without limitation, this Right of First Refusal which shall be an ongoing Right of First Refusal during the lease term. If Landlord has not transferred Landlord's Interest within such three (3) month period, or in the event any terms or conditions of the proposed deal change from the terms and conditions provided in the initial Right of First Refusal Notice, then Landlord shall not thereafter transfer Landlord's Interest to an unrelated third party without first renewing the Right of First Refusal Notice to Tenant in the manner provided above. Tenant's failure to exercise its Right of First Refusal or its express waiver of its Right of First Refusal in any instance shall not be deemed a waiver of Tenant's Right of First Refusal for subsequent instances when Landlord proposes to transfer Landlord's Interest to an unrelated third party during the lease term. Notwithstanding the foregoing, Landlord's right to sell all or any part of the Premises to a third party shall not be encumbered or restricted, except to the extent set forth in this Section.

19. Execution of Other Instruments. Landlord agrees to execute, acknowledge, and deliver to Tenant such other instruments respecting the Premises as Tenant or Tenant's lender may reasonably request from time to time. Such instruments may include, but are not limited to, a memorandum of lease that may be recorded in the appropriate local land records. Landlord also agrees to cooperate with Tenant's efforts to obtain all private and public consents related to Tenant's use of the Premises.
20. Removal of Improvements. The Improvements are agreed to be Tenant's personal property and shall never be considered fixtures to the Premises. Tenant shall at all times be authorized to remove the Improvements from the Premises. Upon the expiration or earlier termination of this Lease, Tenant shall remove the above ground improvements from the Premises. Tenant shall be entitled to abandon, in place, all footings, foundations and other below ground improvements.
21. Quiet Enjoyment. Landlord covenants that Tenant shall have quiet and peaceable possession of the Premises throughout the Initial Lease Term and any Renewal Term, if any, as the case may be, and that Landlord will not intentionally disturb Tenant's enjoyment thereof as long as Tenant is not in default under this Lease.
22. Subordination and Non-Disturbance. Tenant agrees to subordinate this Lease to any mortgage or trust deed which may hereafter be placed on the Premises, provided the mortgagee or trustee thereunder shall ensure to Tenant the right to possession of the Premises and other rights granted to Tenant herein so long as Tenant is not in default beyond any applicable grace or cure period, such assurance to be in writing and otherwise in form and substance reasonably satisfactory to Tenant. If requested by Tenant, Landlord

Site Name:

Site Number:

agrees to use Landlord's best efforts to assist Tenant in obtaining from any holder of a security interest in Landlord's Parcel a non-disturbance agreement in form and substance reasonably satisfactory to Tenant.

23. Environmental Warranty. Landlord hereby represents and warrants to Tenant that Landlord has never generated, stored, handled, or disposed of any hazardous waste or hazardous substance upon the Premises, and that Landlord has no knowledge of such uses historically having been made of the Premises or such substances historically having been introduced thereon.
24. Notices. Any notice, request or demand required or permitted to be given pursuant to this Lease shall be in writing and shall be deemed sufficiently given if delivered by messenger at the address of the intended recipient, sent prepaid by Federal Express (or a comparable guaranteed overnight deliver service), or deposited in the United States first class mail (registered or certified, postage prepaid, with return receipt requested), addressed to the intended recipient at the address set forth below or at such other address as the intended recipient may have specified by written notice to the sender in accordance with the requirements of this paragraph. Any such notice, request, or demand so given shall be deemed given on the day it is delivered by messenger at the specified address, on the day after deposit with Federal Express (or a comparable overnight delivery service), or on the day that is five (5) days after deposit in the United States mail, as the case may be.

TENANT: [Local Entity]
Attention: Real Estate Department
8410 West Bryn Mawr Avenue
Chicago, Illinois 60631
Phone: 1-866-573-4544

LANDLORD:

Phone:

25. Contingencies. Tenant shall have the right to terminate this Lease upon written notice to Landlord, relieving both parties of all further obligations hereunder, if Tenant, acting reasonably and in good faith, shall be unable to obtain any or all licenses or permits required to construct its intended improvements upon the Premises or conduct Tenant's business at the Premises at any time during the Term; if Tenant's technical reports fails to establish to Tenant's satisfaction that the Premises are capable of being suitably engineered to accomplish Tenant's intended use of the Premises; if the Premises are taken by eminent domain by a governmental entity or a title commitment or report obtained by Tenant with respect to the Premises shows as exceptions any encumbrances or restrictions which would, in Tenant's opinion, interfere with Tenant's intended use of the Premises.
26. Attorneys' Fees. In any action on this Lease at law or in equity, the prevailing party shall be entitled to recover from the other party the reasonable costs incurred by such party in such action, including reasonable attorneys' fees and costs of appeal.

27. Governing Law. This Lease will be governed by and construed in accordance with the laws of the State in which the Premises is located.
28. Binding Effect. All of the covenants, conditions, and provisions of this Lease shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. Also, that Landlord is duly authorized and empowered to enter into this Lease; and that the person executing this Lease on behalf of the Landlord warrants himself to be duly authorized to bind the Landlord hereto.
29. Entire Agreement; Waiver. This Lease constitutes the entire agreement of the parties, and may not be modified except in writing signed by the party against whom such modification is sought to be enforced. No waiver at any time of any of the provisions of the Lease will be effective unless in writing. A waiver on one occasion will not be deemed to be a waiver at any subsequent time.
30. Modifications. This Lease may not be modified, except in writing signed by both parties.
31. Recording. Each party, on request of the other, agrees to execute a short form lease in recordable form and complying with applicable laws and reasonably satisfactory to both parties, which will be recorded in the appropriate public records.
32. Headings. The section headings throughout this instrument are for convenience and reference only, and are not to be used to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Lease.
33. Invalidity of Particular Provision. If any term or provision of this Lease, or the application of such term or provision to any person or circumstance, to any extent, is invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, will not be affected and each term and provision of this Lease will be valid and be enforced to the fullest extent permitted by law.
34. Remedies. The parties shall be entitled to the application of all appropriate remedies available to them under state and federal law in the enforcement of this Lease.
35. Errors and Omissions. Landlord and Tenant agree as part of the basis of their bargain for this Ground Lease to cooperate fully in executing any and all documents (including amendments to this Ground Lease) necessary to correct any factual or legal errors, omissions, or mistakes, and to take any and all additional action, that may be necessary or appropriate to give full force and effect to the terms and intent of this Ground Lease.
36. Non-Binding Until Full Execution. Both parties agree that this Lease is not binding on both parties until both parties execute the Lease.
37. Electronic Reproductions. The Parties agree that a scanned or electronically reproduced copy of image of this Lease, as executed, shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of such agreement, notwithstanding the failure or inability of either party to produce or tender an original executed counterpart.

[END OF LEASE - SIGNATURE PAGE FOLLOWS]

Site Name:

Site Number:

SIGNATURE PAGE

IN WITNESS WHEREOF, the parties hereto bind themselves to this Ground Lease as of the date of full execution of this Ground Lease.

LANDLORD:

TENANT:

By: _____

By: _____

Printed: _____

Printed: _____

Title: _____

Title: Vice President

Date: _____

Date: _____

Site Name:

Site Number:

STATE OF _____)
)
COUNTY OF _____)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____ (and) _____, known to me to be the same person(s) whose name(s) (is) (are) subscribed to the foregoing Ground Lease, appeared before me this day in person and (severally)acknowledged that (he) (she) (they) signed the said Lease as (his) (her) (their) free and voluntary act for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

My commission expires _____

STATE OF ILLINOIS)
)
COUNTY OF COOK)

I, the undersigned, a notary public in and for the State and County aforesaid, do hereby certify that _____, Vice President, for _____, known to me to be the same person whose name is subscribed to the foregoing Ground Lease, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Lease as his free and voluntary act on behalf of the named Tenant, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 20____.

Notary Public

My commission expires _____

Site Name:

Site Number:

Exhibit A

Legal Descriptions

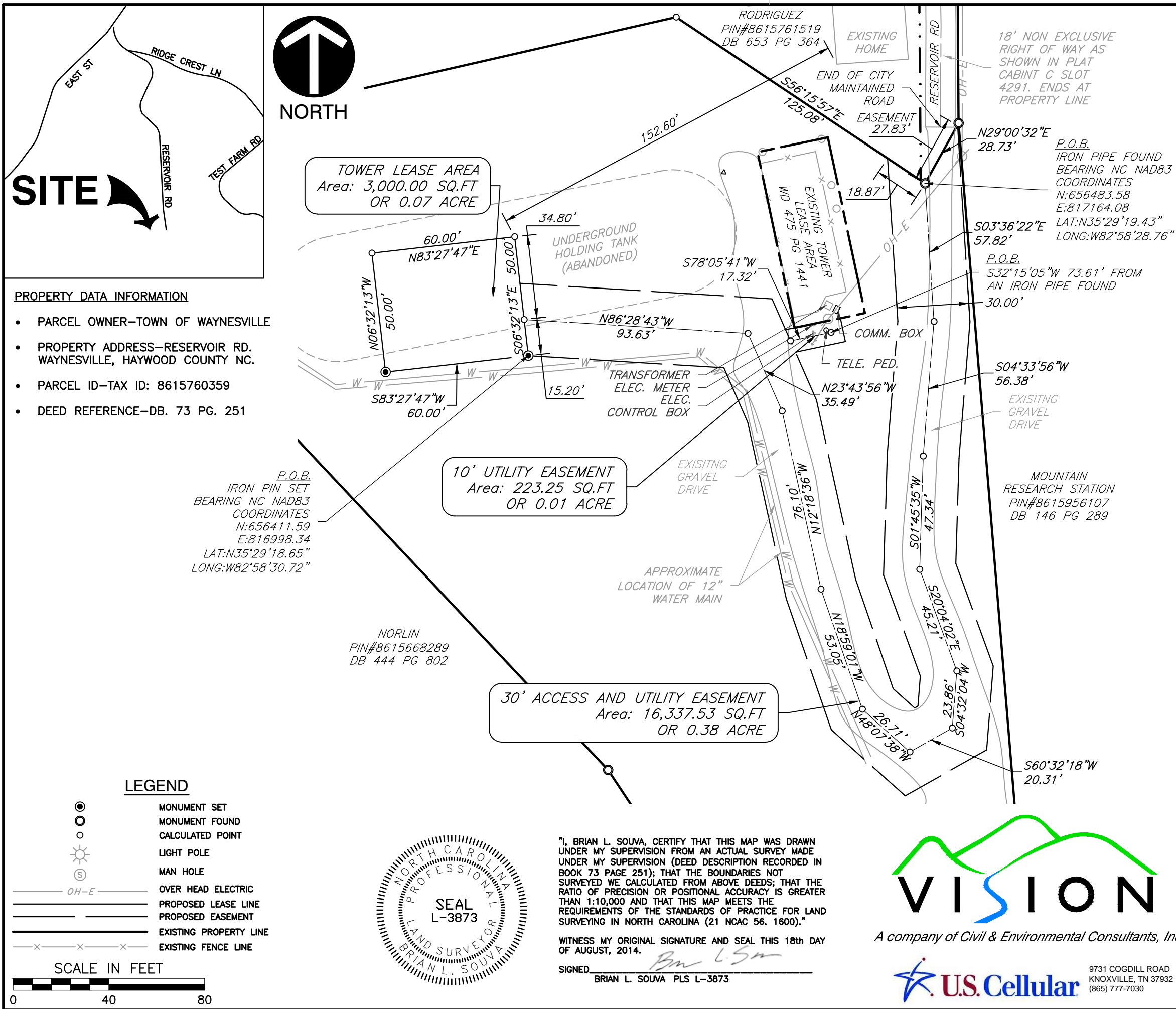
Site Name:

Site Number:

Exhibit B

Site Plan

P:\2014\142-543-Survey\Drawings\142-543-SV01.dwg[LAYOUT] L:\2014-08-18\2014 - cfooster) - LP: 8/19/2014 1:54 PM



NOTES:

1. NORTH ORIENTATION, BEARINGS, AND ELEVATION BASED ON GPS READINGS USING NC NAD83 STATE PLANE COORDINATES AND NAVD88 VERTICAL DATUM.
2. PARCEL NUMBERS PERTAIN TO HAYWOOD COUNTY TAX MAPS.
3. UTILITY LOCATIONS SHOWN WERE TAKEN FROM VISUAL FIELD OBSERVATIONS AND ARE APPROXIMATE. PRECISE LOCATION OF ALL UTILITIES IS RECOMMENDED PRIOR TO ANY CONSTRUCTION ON THIS PROPERTY.
4. PROPERTY IS SUBJECT TO ANY AND ALL APPLICABLE EASEMENTS, NOTATIONS, SETBACKS, RESTRICTIONS, COVENANTS, RIGHTS OF WAYS, ZONING ORDINANCES, SUBDIVISION REGULATION AND LEASE AGREEMENTS AS RECORDED IN THE MADISON COUNTY REGISTER OF DEEDS.
5. THE PREPARER OF THIS PLAT MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY HEREIN DESCRIBED, THIS PLAT HAVING BEEN PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION.
6. THE PURPOSE OF THIS PLAT IS TO DEFINE A LEASEHOLD AREA, AND ACCESS AND UTILITY EASEMENT FOR A U.S. CELLULAR COMMUNICATION SITE. THIS PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OF THE PARENT PROPERTY NOR ANY OTHER AREAS OF LEASEHOLD.



Civil & Environmental Consultants, Inc.

703 S. Elmer Avenue - Suite 125 - Sayre, PA 8840
Ph: 570.886.2007 · 877.389.1852

CORPORATE LICENSE# C-3035 www.cecinc.com



Civil & Environmental Consultants, Inc.

308 Cates Street - Maryville, TN 37801
Ph: 865.977.9997 - Fax: 865.977.9919

www.cecinc.com

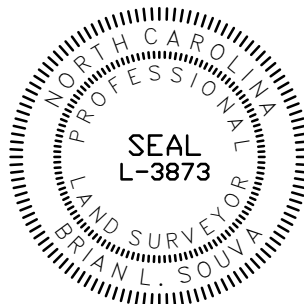
**U.S. CELLULAR COMMUNICATION SITE
"WAYNESVILLE" TOWER SITE
OWNER: TOWN OF WAYNESVILLE**

Situate In
WAYNESVILLE
HAYWOOD COUNTY, NC
Made For
U.S. CELLULAR
U.S. CELLULAR SITE# 866362

"I, BRIAN L. SOUVA, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 73 PAGE 251); THAT THE BOUNDARIES NOT SURVEYED WE CALCULATED FROM ABOVE DEEDS; THAT THE RATIO OF PRECISION OR POSITIONAL ACCURACY IS GREATER THAN 1:10,000 AND THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56. 1600)."

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS 18th DAY OF AUGUST, 2014.

SIGNED Brian L. Souva
BRIAN L. SOUVA PLS L-3873



9731 COGDILL ROAD
KNOXVILLE, TN 37932
(865) 777-7030

DATE:	AUGUST 18 2014	SCALE:	1"=40'	DRAWING NO.:
DRAWN BY:	CSF	CHECKED BY:	HWL	
PROJECT NO:	142-543	APPROVED BY:	BLS	SHEET 1 OF 2

P:\2014\142-543\Survey\Drawg\142-543 SV01.dwg[LAYOUT1 (2)] LS:(08/18/2014 - cfoster) - LP: 8/19/2014 1:55 PM

PROPERTY DATA INFORMATION

- PARCEL OWNER—TOWN OF WAYNESVILLE
- PROPERTY ADDRESS—RESERVOIR RD.
WAYNESVILLE, HAYWOOD COUNTY NC.
- PARCEL ID—TAX ID: 8615760359
- DEED REFERENCE—DB. 73 PG. 251

30' WIDE ACCESS AND UTILITY EASEMENT DESCRIPTION:

BEGINNING AT AN IRON PIPE FOUND, SAID PIPE LOCATED AT N.C. NAD83 COORDINATES OF N:656483.58 E:817164.08 THENCE, FROM THE POINT OF BEGINNING, ALONG THE CENTERLINE OF A 30' WIDE ACCESS AND UTILITY EASEMENT THE FOLLOWING BEARINGS AND DISTANCES:

- S03°36'22"E 57.82' TO A POINT
- S04°33'56"W 56.38' TO A POINT
- S01°45'35"W 47.34' TO A POINT
- S20°04'02"E 45.21' TO A POINT
- S04°32'04"W 23.86' TO A POINT
- N48°07'38"W 26.71' TO A POINT
- N18°59'01"W 53.05' TO A POINT
- N12°18'36"W 76.10' TO A POINT
- N23°43'56"W 35.49' TO A POINT

AND N86°28'43"W 93.63' TO A POINT IN THE LEASE AREA FOR A U.S. CELLULAR TOWER SITE LOCATED N06°32'13"W 15.20' FROM THE SOUTHERN MOST CORNER OF THE U.S. CELLULAR TOWER LEASE AREA. CONTAINING 16,337.53 SQ.FT. OR 0.38 ACRE AS SURVEYED BY VISION, A COMPANY OF CIVIL & ENVIRONMENTAL CONSULTANTS, PROJECT# 142-543 AND SHOWN ON A SURVEY DATED AUGUST 18th, 2014.

10' WIDE UTILITY EASEMENT DESCRIPTION:

BEGINNING AT A POINT LOCATED S32°15'05"W 73.61' FROM AN IRON PIPE FOUND, SAID PIPE BEING THE POINT OF BEGINNING OF THE ABOVE DESCRIBED ACCESS AND UTILITY EASEMENT. THENCE S78°05'41"W 17.32' TO A POINT IN THE ACCESS AND UTILITY EASEMENT FOR A U.S. CELLULAR TOWER SITE. CONTAINING 223.25 SQ.FT. OR 0.01 ACRE AS SURVEYED BY VISION, A COMPANY OF CIVIL & ENVIRONMENTAL CONSULTANTS, PROJECT# 142-543 AND SHOWN ON A SURVEY DATED AUGUST 18th, 2014.

TOWER LEASE AREA DESCRIPTION:

BEGINNING AT A SET IRON PIN, BEARING N.C. NAD83 COORDINATES OF N:656411.59 E:816998.34. THENCE THE FOLLOWING BEARINGS AND DISTANCES:

- S83°27'47"W 60.00' TO A SET IRON PIN
- N06°32'13"W 50.00' TO A SET IRON PIN
- N83°27'47"E 60.00' TO A SET IRON PIN

AND S06°32'13"E 50.00' TO THE POINT OF BEGINNING. CONTAINING 3,000.00 SQ.FT. OR 0.07 ACRE AS SURVEYED BY VISION, A COMPANY OF CIVIL & ENVIRONMENTAL CONSULTANTS, PROJECT# 142-543 AND SHOWN ON A SURVEY DATED AUGUST 18th, 2014.

NOTES:

1. NORTH ORIENTATION, BEARINGS, AND ELEVATION BASED ON GPS READINGS USING NC NAD83 STATE PLANE COORDINATES AND NAVD88 VERTICAL DATUM.
2. PARCEL NUMBERS PERTAIN TO HAYWOOD COUNTY TAX MAPS.
3. UTILITY LOCATIONS SHOWN WERE TAKEN FROM VISUAL FIELD OBSERVATIONS AND ARE APPROXIMATE. PRECISE LOCATION OF ALL UTILITIES IS RECOMMENDED PRIOR TO ANY CONSTRUCTION ON THIS PROPERTY.
4. PROPERTY IS SUBJECT TO ANY AND ALL APPLICABLE EASEMENTS, NOTATIONS, SETBACKS, RESTRICTIONS, COVENANTS, RIGHTS OF WAYS, ZONING ORDINANCES, SUBDIVISION REGULATION AND LEASE AGREEMENTS AS RECORDED IN THE MADISON COUNTY REGISTER OF DEEDS.
5. THE PREPARER OF THIS PLAT MAKES NO REPRESENTATION AS TO THE STATUS OF THE TITLE TO THE PROPERTY HEREIN DESCRIBED, THIS PLAT HAVING BEEN PREPARED WITHOUT THE BENEFIT OF TITLE EXAMINATION.
6. THE PURPOSE OF THIS PLAT IS TO DEFINE A LEASEHOLD AREA, AND ACCESS AND UTILITY EASEMENT FOR A U.S. CELLULAR COMMUNICATION SITE. THIS PLAT IS NOT INTENDED TO REPRESENT A BOUNDARY SURVEY OF THE PARENT PROPERTY NOR ANY OTHER AREAS OF LEASEHOLD.



Civil & Environmental Consultants, Inc.

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Civil & Environmental Consultants, Inc.

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U.S. CELLULAR COMMUNICATION SITE
"WAYNESVILLE" TOWER SITE
OWNER: TOWN OF WAYNESVILLE

Situate In
WAYNESVILLE
HAYWOOD COUNTY, NC

Made For
U.S. CELLULAR
U.S. CELLULAR SITE# 866362



A company of Civil & Environmental Consultants, Inc.



9731 COGDILL ROAD
KNOXVILLE, TN 37932
(865) 777-7030

DATE:	AUGUST 18 2014	SCALE:	XXX	DRAWING NO.:
DRAWN BY:	CSF	CHECKED BY:	HWL	
PROJECT NO:	142-543	APPROVED BY:	BLS	SHEET 2 OF 2

RIGHT OF ENTRY AND TESTING

This Right of Entry and Testing Agreement ("Agreement") is made as of the 28th day of July, 2014, between Town of Waynesville, NC, a municipal corporation ("Owner") and North Carolina RSA 1 Partnership, a Delaware partnership, ("Applicant").

THAT WHEREAS, Owner has a fee simple interest in certain property located off of Reservoir Drive, in Haywood County, State of North Carolina, containing approximately two (2) acres of real property (the "Property"); and

WHEREAS, Applicant is considering leasing a portion of the Property from Owner and desires to conduct certain due diligence on the Property and Owner is willing to grant permission to Applicant to enter onto the Property as stated herein in order for Applicant to determine the viability and feasibility of the Property for Applicant's proposed purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Owner grants to Applicant, its contractors, agents, employees and assigns a right of entry and license to enter upon the Property in order to conduct certain due diligence of the Property, including but not limited to surveying, site assessments, soil tests, microwave frequency tests, ground water sampling and analysis or any other tests that Applicant may reasonably deem appropriate in order to evaluate the Property for the potential location of a telecommunications tower and ancillary equipment or use. Applicant will choose the locations of the sampling points and will take reasonable precautions to minimize the impact of the work on the Property. Applicant shall be responsible for any and all costs related to Applicant's activity at the Property, including installation, operation, and removal of equipment on the Property. Any entry or activity on the Tower by Applicant shall be coordinated in advance with Owner and shall be subject to Owner's approval.
2. Applicant agrees to comply with all local, state and federal laws, rules and ordinances applicable to its due diligence activities, and further agrees to exercise due care in the performance of all activities on the Property. Applicant will be responsible for determining the location of all underground utilities prior to the commencement of any sub-surface testing.
3. Applicant will restore the Property substantially the same condition that existed prior to Applicants entry on the Property, reasonable wear and tear excepted.

4. To the extent permitted by law, Applicant agrees to defend, indemnify and save harmless Owner from and against all claims, losses, costs, expenses, or damages from a third party, arising from:
 - (i) The negligence, willful misconduct of Applicant, or its agents, employees, or contractors; or
 - (ii) Any material breach by Applicant of any provision of this Agreement.

This indemnity and hold harmless agreement will include indemnity against all reasonable costs, expenses, and liabilities incurred in or in connection with any such claim, and the defense thereof. Notwithstanding the foregoing, Applicant will have no liability to Owner to the extent any claims, losses, costs, expenses, or damages arise out of or result from any act, omission, or negligence of Owner, or of Owner's agents, employees or contractors.

5. Applicant will not be liable to Owner or any third party on account of any pre-existing defect or condition on or with respect to the Site, whether or not such defect or condition is disclosed by Applicant's inspection
6. The term of this Agreement shall be for a period of four (4) months from the date hereof or until the parties enter a Lease Agreement including all the Property, whichever is earlier, provided, however, that Owner may terminate this Agreement in the event Applicant breaches any term of this Agreement.
7. This Agreement constitutes the entire understanding between the parties with respect to the activities contemplated by this Agreement. All prior agreements or understandings, whether oral or written, are superseded. Owner acknowledges that this Agreement does not constitute an offer to lease the property and that the decision of the viability of the Property for Applicant's purposes shall be at the Applicant's sole discretion.
8. Owner covenants and warrants to Applicant that Owner presently owns the fee simple interest in and to the Property; that Owner is duly authorized and empowered to enter into this Agreement; and that the person executing this Lease on behalf of Owner warrants himself to be duly authorized to bind the Owner hereto.
9. This Agreement is governed by the laws of the State in which the Property is located.

[END OF AGREEMENT – SIGNATURE PAGE TO FOLLOW]


Waynesville
Site Name: Waynesboro

Site Number: 866327

IN WITNESS WHEREOF, the parties hereto bind themselves to this Agreement
as of the date of full execution.

OWNER: TOWN OF WAYNES^{VILLE}BORO, NC

APPLICANT: NORTH CAROLINA RSA 1
PARTNERSHIP

By: 

By: 

Printed: Marcia D. Oniel

Printed: Jay Witcher


Title: Town Manager, Waynesville, NC

Title: Senior Project Manager

Date: 28 July 2014

Date: 7/30/2014



	AMEC Environment & Infrastructure, Inc. 4021 Stirrup Creek Drive, Suite 100 Durham, NC 27703 (919) 381-9900	CLIENT: NCDENR DSCA PROGRAM RALEIGH, NORTH CAROLINA			TITLE: PROPOSED GROUNDWATER GRAB SAMPLE LOCATION (GROUNDWATER ISOCONCENTRATION MAP - PCE)	Att: 1
		DATE: 06/16/2014	SCALE: 1"=160'	PROJ.: 565480121	SITE: CENTRAL CLEANERS 44 CHURCH STREET, WAYNESVILLE, NC DSCA SITE ID#: 44-0001	
		DR: A.Crain	CHK: B. Langan			
		LOCATION: P:\Government\State\NC\NC DENR DSCA\DSCA Projects\DC440001 - Central Cleaners\565880121_Additional Assessment\Figures				