



Town of Waynesville, NC

Board of Aldermen - **REVISED AGENDA**

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

Date: **July 25, 2017**

Time: **6:30 p.m.**

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(828) 452-2491 eward@waynesvillenc.gov

A. CALL TO ORDER - Mayor Pro Tem Gary Caldwell

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

Motion: To approve the minutes of the June 27, 2017 regular meeting minutes and the minutes of the July 10, 2017 special called meeting , as presented [or as corrected].

B. CALLS FOR PUBLIC HEARING

3. Call for Public Hearing to consider a voluntary annexation request by June Ray for PIN 8604-82-6833 located at 292 Lickstone Road being 4.08 acres to receive municipal services.
 - Amie Owens, Assistant Town Manager

Motion: To call for Public Hearing to be held on Tuesday, August 8, 2017 at 6:30 p.m. or as closely thereafter as possible in the Board Room of Town Hall located at 9 South Main Street, Waynesville to consider the request for voluntary annexation from June Ray for PIN 8604-82-6833 located at 292 Lickstone Road being 4.08 acres to receive municipal services.

4. Call for Public Hearing to consider a voluntary annexation request by Eugene Ferguson for PIN 8617-11-2183 located at Ivy Hill Drive being 0.47 acres to receive municipal services

Motion: To call for Public Hearing to be held on Tuesday, August 8, 2017 at 6:30 p.m. or as closely thereafter as possible in the Board Room of Town Hall located at 9 South Main Street, Waynesville to consider the request for voluntary annexation from Eugene Ferguson for PIN 8617-11-2183 located at Ivy Hill Drive being 0.47 acres to receive municipal services

C. PUBLIC HEARING

5. Public Hearing to consider a request to abandon a portion of right-of-way in order to remove an existing encroachment at 76 Adams Street
 - Elizabeth Teague, Development Services Director

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Motion: *To approve the request to abandon a portion of the right-of-way to remove an encroachment at 76 Adams Street, as presented.*

D. NEW BUSINESS

6. Request the approval of an amendment to Chapter 14 related to Pawnbrokers and Second Hand Dealers

- Rob Hites, Town Manager
- Brian Beck, Captain, Police Department

Motion: *To approve amendment to Chapter 14 related to Pawnbrokers and Second Hand Dealers*

7. Appointments to Boards and Commissions

THIS AGENDA ITEM DELAYED UNTIL MAYOR BROWN RETURNS

- ABC Board – (1) vacancy (3-yr term ending June 30, 2020)
1 Applicant: Jack Swanger (**served 9 years; requests re-appointment**)
- Historic Preservation Commission – (3) vacancies (3-yr term ending June 30, 2020)
3 Applicants: Glenn Duerr (**served 3 years; requests re-appointment**)
Jim Filling
William (Bill) Revis
Linda Self
- Planning Board – (3) vacancies (3-yr term ending June 30, 2020) – one must be an ETJ appointee*
3 Applicants: Patrick McDowell (**served 15 years; requests re-appointment**)*
Robert Herrmann (**served 3 years; requests re-appointment**)
Jason Rogers
- Public Art Commission – (4) vacancies (3-yr term ending June 30, 2020)
4 Applicants: Jan Griffin (**served 7 years; requests re-appointment**)
Sarah Jane League (**served 7 years; requests re-appointment**)
Leigh Ann Parrish
Lindsey Solomon
- Recreation Commission – (4) vacancies (3-yr term ending June 30, 2020)
4 Applicants: Kenny Mull (**served 31 years; requests re-appointment**)
Michelle Claytor (**served 8 years; requests re-appointment**)
Dan Schultz (**served 3 years; requests re-appointment**)
Kim Gardner
- Waynesville Housing Authority – (1) vacancy (5-yr term ending June 30, 2022)
2 Applicants: Ronald R. Moody, Sr.
Thomas Shaw

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****ETJ representatives must be confirmed by Board of County Commissioners***

Motion: *To appoint [candidate's name] to [name of board/commission] for [terms as indicated above]*

E. COMMUNICATIONS FROM STAFF

8. Manager's Report –Town Manager Rob Hites

a. Request approval of the Forest Stewards Contract for FY 2017-2018

Motion: *To approve the annual Forest Stewards Contract for FY 2017-2018, as presented*

b. Request approval of Resolution in Support of the Grant to Study Water Supply in Haywood County

Motion: *To approve the Resolution in Support of the Grant to Study Water Supply in Haywood County*

c. Request approval of purchase of 1.701 acres from Frank Queen

Motion: *to approve the offer to purchase and contract for 1.701 acres recorded as PIN#8605-96-4742, to be used for the extension of greenways along Richland Creek, as presented.*

9. Attorney's Report – Town Attorney Bill Cannon

F. COMMUNICATIONS FROM THE MAYOR AND BOARD

10. West NGN update – Aldermen Jon Feichter

G. CALL ON THE AUDIENCE

H. ADJOURN



TOWN OF WAYNESVILLE

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

CALENDAR July 25, 2017

| 2017 | |
|---|---|
| Thur, July 20 – Sun, July 30 | FOLKMOOT USA INTERNATIONAL FESTIVAL – various venues and times in Haywood and surrounding counties |
| Sat, July 29 10:00 AM to 5:00 PM Main Street | International Festival Day – sponsored by Folkmoot USA – Street Closure from Pigeon Street to Walnut Street |
| Fri, Aug 4 5:00 PM to 9:00 PM Main Street | Art After Dark – sponsored by the Downtown Waynesville Association |
| Fri, Aug 4 6:30 to 9:00 PM Historic Courthouse | Mountain Street Dance – partial closure of Main Street |
| Sat, Aug 5 9:30 AM to 1:00 PM Downtown | SARGE's Downtown Dog Walk – sponsored by the Friends of SARGE – rolling street closure for parade – event occurs at the Historic Courthouse |
| Tues, Aug 8 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Tues, Aug 22 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Mon, Aug 28 5:30 PM Location TBA | Haywood County Council of Governments (COG) Meeting Haywood County Hosting |
| Fri, Sept 1 5:00 PM to 9:00 PM Main Street | Art After Dark – sponsored by the Downtown Waynesville Association |
| Fri, Sept 1 and Sat, Sept 2 Lake Junaluska | 48 th Annual Smoky Mountain Folk Festival |
| Mon, Sept 4 | Labor Day Town Offices Closed |
| Tues, Sept 12 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Sat, Sept 16 6:00 PM Main Street | BLOCK PARTY - sponsored by the Downtown Waynesville Association – partial street closure – Main Street |
| Tues, Sept 26 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |

| | |
|--|---|
| Fri, Oct 6 5:00 PM to 9:00 PM Main Street | Art After Dark – sponsored by the Downtown Waynesville Association |
| Tues, Oct 10 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Sat, Oct 14 10:00 AM to 5:00 PM Downtown | Church Street Art and Craft Show – sponsored by the Downtown Waynesville Association – Street Closure of Main Street from Pigeon Street to Walnut Street |
| Sat, Oct 21 10:00 AM to 5:00 PM Downtown | 29 th Annual Apple Harvest Festival – sponsored by the Haywood Chamber of Commerce – Street Closure of Main Street from Pigeon Street to Walnut Street |
| Mon, Oct 23 5:30 PM Location TBA | Haywood County Council of Governments (COG) Meeting Town of Waynesville Hosting |
| Tues, Oct 24 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Tues, Oct 31 5:00 PM to 7:00 PM Main Street | Treats on the Street – sponsored by the Downtown Waynesville Association – street closure of Main Street from Pigeon Street to Depot Street |
| Fri, Nov 3 5:00 PM to 9:00 PM Main Street | Art After Dark – sponsored by the Downtown Waynesville Association |
| Fri, Nov 10 | Veteran's Day Town Offices Closed |
| Tues, Nov 14 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Thur & Fri, Nov 23-24 | Thanksgiving Town Offices Closed |
| Fri, Dec 1 to Sun, Dec 31 | All Through the Town – a month-long holiday celebration sponsored by the Downtown Waynesville Association |
| Fri, Dec 1 5:00 PM to 9:00 PM Main Street | Art After Dark – sponsored by the Downtown Waynesville Association |
| Mon, Dec 4 6:00 PM Main Street | Waynesville Christmas Parade – sponsored by the Downtown Waynesville Association – street closure of Main Street from Walnut Street to Legion Drive |
| Sat, Dec 9 6:00 PM to 9:00 PM Main Street | A Night Before Christmas – sponsored by the Downtown Waynesville Association – street closure of Main Street from Pigeon to Depot Street |
| Tues, Dec 12 6:30 PM Town Hall Board Room | Board of Aldermen Meeting – Regular Session |
| Wed, Dec 13 to Sun, Dec 24 Downtown | Twelve Days of Christmas – Magical Moments and Memories Made Here – sponsored by the Downtown Waynesville Association |

| | |
|-----------------------------|----------------------------------|
| Mon – Wed, Dec 25-27 | Christmas Town Offices Closed |
|-----------------------------|----------------------------------|

Board and Commission Meetings – July/August 2017

| | | |
|--|---------------------------------------|--|
| ABC Board | ABC Office – 52 Dayco Drive | Aug 15 3 rd Tuesdays 10:00 AM |
| Board of Adjustment | Town Hall – 9 S. Main Street | Aug 1 1 st Tuesdays 5:30 PM |
| Downtown Waynesville Association | UCB Board Room – 165 North Main | July 27 4 th Thursdays 12 Noon |
| Firefighters Relief Fund Board | Fire Station 1 – 1022 N. Main Street | Meets as needed; <i>No meeting currently scheduled</i> |
| Historic Preservation Commission | Town Hall – 9 S. Main Street | Aug 2 1 st Wednesdays 2:00 PM |
| Planning Board | Town Hall – 9 S. Main Street | Aug 28 3 rd Mondays 5:30 PM |
| Public Art Commission | Town Hall – 9 S. Main Street | Aug 10 2 nd Thursdays 4:00 PM |
| Recreation & Parks Advisory Commission | Rec Center Office – 550 Vance Street | Aug 16 3 rd Wednesdays 5:30 PM |
| Waynesville Housing Authority | Waynesville Towers – 65 Church Street | Aug 16 3 rd Wednesdays 3:30 PM |

BOARD/STAFF SCHEDULE

| | | |
|---------------------------------|--------------------------|--|
| Wed – Fri, August 16-18 | Town Clerk | Summer Clerk's Academy |
| Mon- Thurs, August 28-31 | Administrative Assistant | IIMC Clerks Certification Course – week 3 Chapel Hill, NC |
| Tues – Fri, Sept 5-8 | Town Clerk | Vacation |
| Mon-Fri., October 23-27 | Administrative Assistant | IIMC Clerks Certification Course – week 4 Chapel Hill, NC |

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR MEETING
June 27, 2017

THE WAYNESVILLE BOARD OF ALDERMEN held a regular meeting on Tuesday, June 27, 2017 at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

A. CALL TO ORDER

Mayor Pro Tem Gary Caldwell called the meeting to order at 6:30 p.m. with the following members present:

Mayor Pro Tem Gary Caldwell
Alderman Jon Feichter
Alderman Julia Freeman
Alderman LeRoy Roberson

The following members were absent:
Mayor Gavin Brown

The following staff members were present:
Rob Hites, Town Manager
Woody Griffin, Town Attorney
Amie Owens, Assistant Town Manager/Town Clerk
Eddie Caldwell, Finance Director
Elizabeth Teague, Development Services Director
Eddie Ward, Deputy Clerk

The following media representatives were present:
Cory Vaillancourt, Smoky Mountain News
Allison Richmond, The Mountaineer

1. Welcome /Calendar/Announcements

Mayor Pro Tem Caldwell welcomed everyone to the meeting and noted that Mayor Brown was improving and hopes to be back soon. From the events calendar, the following were mentioned:

- July 4th - Stars and Stripes Parade and downtown activities
- July 4th – Town offices will be closed
- July 7th – Street Dance downtown

2. Adoption of Minutes

Alderman Freeman made a motion, seconded by Alderman Feichter, to approve the minutes of the June 9, 2017 special called meeting and the June 13, 2017 regular meeting, as presented. The motion carried unanimously.

B. PUBLIC HEARING

3. Public Hearing to consider a voluntary annexation from Encouraging Word Baptist Church in order to receive municipal services

Assistant Town Manager Amie Owens explained that this was a request from Encouraging Word Baptist Church to be annexed to receive municipal services. There is no additional ad valorem tax that would be added due to the exempt status of the church; however, having water and sewer services in this area will allow for potential additions to the town in the future. This annexation would be effective August 1, 2017. She added that notifications were sent out and public notice posted twice in the Mountaineer on June 16 and June 23 related to the voluntary annexation.

Town Attorney Woody Griffin opened the hearing at 6:32 p.m. and reminded those who wished to speak to approach the podium, give their name and address for the record and limit comments to three minutes.

No one addressed the Board.

Attorney Griffin closed the public hearing at 6:33 p.m.

There were no questions or comments from the Board.

Alderman Feichter made a motion, seconded by Alderman Freeman to approve the request for voluntary annexation from Encouraging Word Baptist Church for PIN 8615-92-2447 at 1408 Pigeon Road being 4.702 acres, to receive municipal services. The motion carried unanimously.

C. NEW BUSINESS

4. Request Approval of Amendment #2 to the 2016-2017 Financial Operating Plan for Internal Service Funds

Finance Director Eddie Caldwell presented the Amendment 2 to the Financial Operating Plan for Internal Service Funds for the Hazelwood Parking Lot. The reason for the amendment is to move funds from one line item to another to cover expenses of \$35,000. There is still some additional work to be done; however, it will be in the next budget year and the additional amendment will be presented then. Mr. Caldwell explained that there is additional work to be done on the rest room facility and due to the movement of the location and preparation work for the site. The next amendment is approximately \$47,000.00.

Alderman Roberson made a motion, seconded by Alderman Feichter to approve Amendment #2 to the 2016-2017 Financial Operating Plan for Internal Service Funds. The motion carried unanimously.

5. Adoption of the FY 2017-2018 Annual Operating Budget – FY 2017-18 Budget Ordinance #O-10-17

Mr. Caldwell presented the Fiscal Year 2017/2018 Annual Operating Budget Ordinance. The budget ordinance is formatted the same as in previous years with the exception of the addition of the fee schedule as part of the ordinance. Mayor Pro Tem Caldwell noted that in the presentation of this budget, there was a clear idea of what the Town is going to do and how we are going to get there. He applauded Town Manager Rob Hites and Finance Director Caldwell for their diligence and work on this budget.

Mayor Brown forwarded comments related to the budget to be read into the minutes. “The proposed budget is an affirmation of all of the accomplishments achieved by the Town over the last number of years. At the same time, there is a clear recognition of the financial cost of these achievements.”

Alderman Freeman made a motion, seconded by Alderman Feichter to adopt the Fiscal Year 2017-2018 Annual Operating Budget Ordinance (#O-10-17) as presented. The motion carried unanimously.

6. Adoption of FY 17-18 Financial Operating Plan for Two Internal Service Funds #R-08-17

Mr. Caldwell noted that the two internal service funds were developed as a way to properly allocate the full cost of shared services and more accurately allocates costs back to individual departments. This is specific to Asset Services Management and Garage Operations. The information is unchanged since the original presentation and discussion during the budget work session.

Alderman Feichter made a motion, seconded by Alderman Roberson, to adopt the Resolution on Financial Operating Plan for Two Internal Service Funds for fiscal year 2017-2018 (#R-08-17), Asset Services Management and Garage Operations, as presented. The motion carried unanimously.

7. Adoption of FY 17-18 Special Appropriations Schedule

Mr. Caldwell noted that there had been no changes in the special appropriations since the last review. The Board discussed setting a goal of having the special appropriations be limited to no more than one cent on the tax rate in the future.

Alderman Roberson made a motion, seconded by Alderman Feichter to adopt the Fiscal Year 2017-2018 Special Appropriations Schedule, as presented. The motion carried unanimously.

D. CONTINUED BUSINESS

8. Resolution of Intent to Close a Portion of Right-of-Way – Adams Street

Development Services Director Elizabeth Teague explained that while a call for public hearing had been completed and the date set for such, a resolution was required per statute to progress. Ms. Teague presented a resolution of intent to close a portion of the right of way on Adams Street in the cul-de-sac adjacent to PIN #8615-10-2998. She added that this resolution had to be published for four

consecutive weeks in a general circulation newspaper prior to the public hearing. Ms. Teague and Attorney's Griffin and Cannon consulted on this matter and determined that following the procedure outlined in NCGS § 160A-299 was best. Ms. Teague thanked the attorneys for their assistance with this issue.

Alderman Roberson made a motion, seconded by Alderman Freeman to adopt the Resolution of Intent Ordering the Closing of a Portion of the Adams Street Right-of-Way adjacent to PIN #8615-10-2998, as presented. The motion carried unanimously.

E. COMMUNICATIONS FROM STAFF

9. Manager's Report –Town Manager Rob Hites

Frog Level Parking Lot

Manager Hites explained that the existing lease on the Frog Level Parking Lot with the rail road has been on a month to month basis since 1992. The original lease did not allow for improvements to the lot. Manager Hites has negotiated a 10-year lease agreement that reduces the current monthly lease rate of \$200.00 to \$167.00 per month and includes an annual 3% escalator which is equal to the taxes for the property. Included in the new lease is permission to pave, add lighting and fencing between the rail road tracks and parking lot. Town staff will begin to do the engineering to bring back a cost estimate on this.

Alderman Freeman inquired about food trucks and use of the parking lot. Ms. Teague and Manager Hites agreed that if food truck operators wished to use a public right-of-way, a lease agreement, communication related to the opportunity and scheduling would be developed to assist in accommodating such requests.

Alderman Feichter made a motion, seconded by Alderman Freeman to approve the proposed lease agreement for the Frog Level Parking Lot and authorize the Town Manager to execute, as presented. The motion carried unanimously.

10. Attorney's Report – Town Attorney Woody Griffin

Attorney Griffin made a statement as this was his last official meeting as Town Attorney. He commented that this was a momentous day as he has done for 14+ years; he tried to give sound advice, even when it was not always a popular view. He was never influenced by board members in order to sway his opinion. Attorney Griffin added that he felt that he had been supportive of the board and never out front in any way. He appreciated opportunity to serve with 10 different board members, 2 mayors and a number of different staff members during his tenure. Attorney Griffin felt that this was a rewarding experience and the Town will never have a greater promoter than him.

Mayor Pro Tem Caldwell read aloud a Proclamation Honoring Town Attorney Woody Griffin and Thanking Him for His Service to the Town of Waynesville. Each of the Board members thanked Mr. Griffin for his advice, his service and his continued support of the Town. Mr. Griffin was met with a standing ovation.

F. COMMUNICATION FROM THE MAYOR AND BOARD

11. Approval of Resolution of the Town of Waynesville in Support of a State and National Goal of 100% Clean Energy by 2050 and the Creation of Green Jobs

Susan Williams presented information at the June 13, 2017 regular meeting related to approval of a resolution to support a goal of 100% Clean Energy by 2050 and the creation of green jobs. The Board considered her request and a resolution drafted.

Alderman Feichter made a motion, seconded by Alderman Freeman to approve the Resolution of the Town of Waynesville to support a State and National Goal of 100% Clean Energy by 2050 and the Creation of Green Jobs, as presented. The motion carried unanimously.

12. Appointment of Eddie Ward as Town Clerk

Assistant Town Manager Owens explained that Eddie Ward has been chosen to succeed her in the Town Clerk role. She noted that Ms. Ward has been with the Town for 11 years, has served as the Deputy Clerk for the past four years and has been actively pursuing her Master Municipal Clerk (MMC) certification. The MMC is a prestigious certification that only a very few in North Carolina have obtained. Owens added that Ms. Ward taking over as Clerk would allow her to move to a more administrative role in the Town.

Assistant Manager Owens swore Ms. Ward in as the Town Clerk effective July 1, 2017 and Mayor Pro Tem Caldwell read aloud a resolution from the Board naming Eddie Ward as the Town Clerk for the Town of Waynesville.

Alderman Roberson made a motion, seconded by Alderman Freeman to appoint Eddie Ward as Town of Waynesville Town Clerk effective July 1, 2017. The motion carried unanimously.

G. CALL ON THE AUDIENCE

Steve Brooker, retired Army Corp of Engineers, addressed the Board and thanked them for their approval of the Resolution for Clean Energy and Green Jobs. As an environmental engineer, he commented that this was a very doable goal and expressed his satisfaction with the decision.

H. CLOSED SESSION

13. Enter into Closed Session for the purpose of the discussion of Personnel – Town Manager's evaluation and other personnel issues – under North Carolina General Statute §143.318.11(a)(6)

Alderman Feichter made a motion, seconded by Alderman Roberson to enter into closed session. The motion carried unanimously.

The Board entered into Closed Session at 7:31 p.m.

The Board returned from closed session at 7:45 p.m.

Upon returning from closed session an additional item of business was presented. The final settlement agreement offer from OSHA was presented as \$69,000.00.

Alderman Feichter made a motion, seconded by Alderman Freeman to authorize the execution of the settlement agreement and payment of the \$69,000.00 penalty. The motion carried unanimously.

Mayor Pro Tem Caldwell again thanked Attorney Griffin for his service and welcomed Attorney Bill Cannon. A small reception was held in the lobby area in recognition of Attorney Griffin. The public was invited to attend.

I. ADJOURN

There being no further business to discuss, Alderman Roberson made a motion, seconded by Alderman Feichter to adjourn the meeting at 7:47 p.m. The motion carried unanimously.

ATTEST

James G. Caldwell, Mayor Pro Tem

Robert W. Hites, Jr., Town Manager

Amanda W. Owens, Town Clerk

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
SPECIAL CALLED MEETING
July 10, 2017

THE WAYNESVILLE BOARD OF ALDERMEN held a special called meeting on Monday, July 10, 2017 at 4:00 p.m. in the conference room of the Municipal Building, 16 South Main Street, Waynesville, NC.

A. CALL TO ORDER

Mayor Pro Tem Gary Caldwell called the meeting to order at 4:00 p.m. with the following members present:

Mayor Pro Tem Gary Caldwell
Alderman Jon Feichter
Alderman Julia Freeman
Alderman LeRoy Roberson

The following members were absent:
Mayor Gavin Brown

The following staff members were present:
Rob Hites, Town Manager
Amie Owens, Assistant Town Manager/Deputy Clerk
Eddie Caldwell, Finance Director

B. NEW BUSINESS

1. Request approval of Amendment No. 1 to the 2017-2018 Financial Operating Plan For Internal Service Funds

Finance Director Eddie Caldwell reminded members that this was the amendment noted from the June 27th regular meeting for the additional funds required for parking lot and rest room improvements in Hazelwood. The total amount of the amendment is \$47,580.00.

Alderman Feichter made a motion, seconded by Alderman Roberson to approve Amendment #1 to the 2017-2018 Financial Operating Plan for Internal Service Funds – R-11-17, as presented. The motion carried unanimously.

2. Request approval of Amendment No. 1 to the 2017-2018 Budget Ordinance

Finance Director Caldwell explained that every budget amendment to the internal service funds also required an amendment to the Budget Ordinance. He presented Amendment 1 to the 2017-2018 Budget Ordinance that illustrated the above change to the financial operating plan for internal service funds.

Alderman Roberson made a motion, seconded by Alderman Freeman to approve Amendment #1 to the 2017-2018 Budget Ordinance, O-12-17, as presented. The motion carried unanimously.

C. CLOSED SESSION

3. Enter into Closed Session for the purpose of the discussion of Personnel – Town Manager’s Evaluation and other personnel issues – under North Carolina General Statute §143.318.11(a)(6)

Alderman Roberson made a motion, seconded by Alderman Feichter to enter into closed session. The motion carried unanimously.

The Board entered into Closed Session at 4:05 p.m.

The Board returned from closed session at 5:06 p.m.

I. ADJOURN

There being no further business to discuss, Alderman Roberson made a motion, seconded by Alderman Feichter to adjourn the meeting at 5:07 p.m. The motion carried unanimously.

ATTEST

James G. Caldwell, Mayor Pro Tem

Robert W. Hites, Jr., Town Manager

Amanda W. Owens, Deputy Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 25, 2017

SUBJECT: Public Hearing to consider a request for Annexation from June Ray.

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number: 3-B
Department: Administrative Services
Contact: Amie Owens, Assistant Town Manager
Presenter: Amie Owens, Assistant Town Manager

BRIEF SUMMARY: The Town received the attached “Petition for Annexation of Contiguous ‘Satellite’ Areas,” executed by June Ray. The property is within the Town’s Extraterritorial Jurisdiction and is contiguous with properties within the Town’s Municipal Boundary. Water and sewer services are being provided by the Town of Waynesville near this area and there is potential for service provision and available connectivity.

If the board approves the petition, a public hearing will be held at the next regular meeting of the Town of Waynesville Board of Aldermen.

MOTION FOR CONSIDERATION:

To call for Public Hearing to be held on Tuesday, August 8, 2017 at 6:30 p.m. or as closely thereafter as possible in the Board Room of Town Hall located at 9 South Main Street, Waynesville to consider the request for voluntary annexation from June Ray for June Ray for PIN 8604-82-6833 located at 292 Lickstone Road being 4.08 acres to receive municipal services.

FUNDING SOURCE/IMPACT: Future action to annex this property will allow the property to receive Town Municipal services, property tax revenues would be increased becoming a part of Waynesville proper.

ATTACHMENTS:

1. Petition
2. Map

MANAGER’S COMMENTS AND RECOMMENDATIONS: Action required is to Call for Public Hearing only.

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

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

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

Date: July 5, 2017

To: Board of Aldermen of the Town of Waynesville

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

Name June L. Ray Signature June L. Ray

Address 392 Auburn Pl. Dr., Waynesville, NC

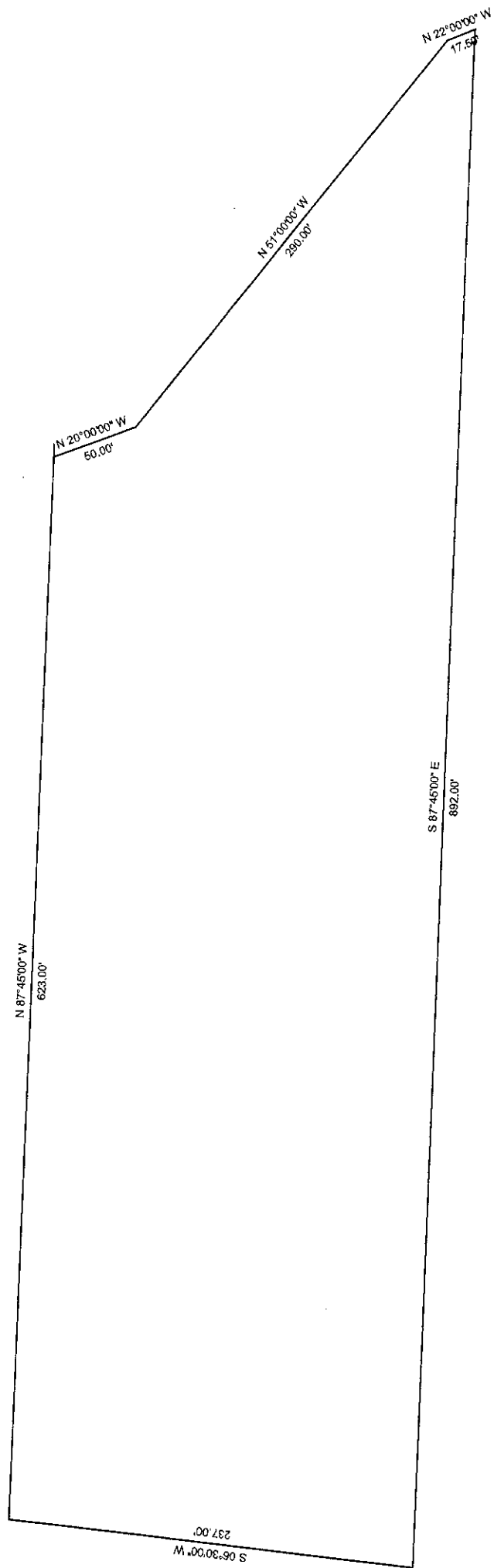
Name _____ Signature _____

Address _____

Name _____ Signature _____

Address _____

(Attach additional sheet if necessary)



Parcel Report For 8604-82-6833

RAY, JUNE LANNING
392 AUBURN PARK DR
WAYNESVILLE, NC 28786

Account Information

PIN: 8604-82-6833

Legal Ref: 878/715

699/2341

Add Ref: A09/293

E/W-5

Site Information

R V WELCH

DWELLING, DWELLING

SINGLE FAMILY, SINGLE FAMILY

292 LICKSTONE RD

Heated Area: 1987

Year Built: 1953

Total Acreage: 4.08 AC

Township: WAYNESVILLE

Site Value Information

Land Value: \$70,600

Building Value: \$123,900

Market Value: \$194,500

Deferred Value: \$0

Assessed Value: \$194,500

Sale Price: \$0

Sale Date: 12/29/2014

Tax Bill 1: \$1,595.23

Tax Bill 2: \$1,595.23



1 inch = 200 feet

June 29, 2017

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

PENDING REVIEW FOR TAX LISTING

8604-82-6833

DATE 12-29-14 BY SA

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien

against parcel number(s) 8604-82-6833

Mike Matthews, Haywood County Tax Collector

Date: 12-29-14 By: MM

2014009901

HAYWOOD CO, NC FEE \$26.00

NO TAXABLE CONSIDERATION

PRESENTED & RECORDED:

12-29-2014 12:17:46 PM

SHERRI C. ROGERS

REGISTER OF DEEDS

BY: SHERRI C. ROGERS

REGISTER OF DEEDS

BK: RB 878

PG: 715-717

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$ _____ Parcel Identifier Number _____

Verified by _____ County on the _____ day of _____

By _____

Mail after recording to _____

This instrument was prepared by June Lanning Ray

Brief description for the index



THIS DEED made this _____ day of _____ 20____, by and between,

GRANTOREarl F. Lanning and wife
Tomi Abbott
(Bonnie Frances Lanning-Deceased)**GRANTEE**

June Lanning Ray

The designations "Grantor" and "Grantee" as used herein shall include said parties, their heirs, successors and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that Grantor, for a valuable consideration paid by Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all of that certain lot or parcel of real property situated in City/Town of _____ Township, _____ County, North Carolina, which real property is more particularly described as set forth in Exhibit "A" [attached hereto and made a part hereof] and is hereafter referred to as "the Property".

The Property was acquired by Grantor by instrument recorded in Book _____, page _____, Haywood County Registry.

All or a portion of the Property herein conveyed includes/does not include the primary residence of a Grantor.

A map showing the Property is recorded in Plat Book _____ page _____.

TO HAVE AND TO HOLD the Property and all of the privileges and appurtenances thereto belonging to Grantee in fee simple.

The purpose of this deed is to release the life estate retained by the grantors in Book 699 Page 2341 Haywood County Register of Deeds Office.

See attached schedule A for description of property

Grantor covenants with Grantee as follows:

- Grantor is seized of the Property in fee simple;
- Grantor has the right to convey the Property in fee simple;
- Title to the Property is marketable and free and clear of all encumbrances;
- Grantor will warrant and defend the title of the Property against the lawful claims of all persons whomsoever [except for the exceptions hereinafter stated]; and,
- Title to the Property is subject to the exceptions set forth in Exhibit "A" [attached hereto and made a part hereof].

IN WITNESS WHEREOF on the day and year above first written, each Grantor has hereunto set their respective hands and seals.

 [SEAL]
<NAME Earl F. Lanning

 [SEAL]
<NAME Tomi Abbott

State of North Carolina
County of Haywood

I, Kaleb D. Wingate [Type or Print Name], a Notary Public for the County of Haywood State of NC, hereby certify:

- On this day, the foregoing instrument was produced to me in Haywood County, NC.
- On this day, before me, Earl F. Lanning And Tomi Abbott, as Grantor[s], personally appeared and executed and acknowledged the foregoing instrument.
- Each Grantor[s] is known to me and known to me to be the person described in the foregoing instrument.

This the 27th day of December 2014.

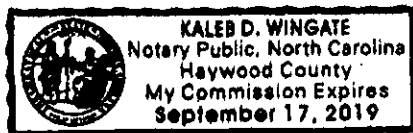

Signature of Notary Public

Kaleb D. Wingate
Typed or Printed Name of Notary

My Commission Expires:

9/17/19

[Affix Notary Seal]



SCHEDULE A

BEING lots Nos. 1, 2 and a part of Lot No. 3 of the R. V. Welch Subdivision as recorded in Map Book E, page U-5, and described as follows:

FIRST LOT:

BEGINNING on a stake in center of Browning Branch Road, the Northeast corner of Lot No. 1, in the Subdivision hereinafter referred to, and runs North 87 degrees 45 min. West 623 feet to a stake; thence South 6 degrees 30 min. West 237 feet to a stake, the Northwest corner of lot conveyed to John Rider and wife; thence with line of that lot South 87 degrees 45 min. East 892 feet to a stake in center of said Browning Branch Road; thence with center of said lot three calls as follows: North 22 degrees West 17 1/2 feet; North 51 degrees West 290 feet; North 20 degrees West 50 feet to the **BEGINNING**, Containing 4.04 acres, more or less, and being the identical property described in a deed dated September 29, 1949, from R. V. Welch and wife to Swan Hendrix and wife, same being recorded in Deed Book 142, page 135.

Being the same property conveyed from Swan Hendrix and wife, Allie Hendrix to Bonnie Frances Lanning and husband, Earl F. Lanning by deed dated December 29, 1960, recorded in Deed Book 187, Page 386, Haywood County Registry.

SECOND LOT:

BEGINNING on a stake in center of Browning Branch Road, corner of Lot No. 1 of the R. V. Welch Subdivision as shown in Map Book E Page W-5, and runs thence with the line of said Lot No. 1, North 87 degrees 45 min. West 623 feet to a stake, corner of Lot No. 1; thence North 6 degrees 30 min. East 30 feet to a stake; thence South 87 degrees 45 min. East 623 feet to a stake in center of Browning Branch Road; thence with center of road 30 feet to the beginning point, and being a portion of the lands described in a deed from J. P. Dicus and wife to Swan Hendrix and wife, recorded in Book No. 99, page 78, and also described in a deed recorded in Book 97, page 575.

Being the same property conveyed from Swan Hendrix and wife, Allie Hendrix to Bonnie Frances Lanning and husband, Earl F. Lanning by deed dated December 29, 1960, recorded in Deed Book 187, Page 386, Haywood County Registry.

It is the intent of the Grantee to keep the above tracts combined for tax purposes.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 25, 2017

SUBJECT: Call for a Public Hearing to be held on August 8, 2017 to consider a Petition for Annexation of a Non-contiguous Satellite Area at 129 Ivey Hill Drive, PIN 8617-11-2183.

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number: 4 - B
Department: Administration
Contact: Amie Owens, Assistant Town Manager
Presenter: Amie Owens, Assistant Town Manager

BRIEF SUMMARY: This petition is being requested by Mr. Eugene Ferguson for the purpose of connecting to the Town's Sewer system in accordance with Town Policy. This property is adjacent to other satellite areas within the Town's jurisdiction (map attached).

MOTION FOR CONSIDERATION:

To call for a Public Hearing to be held on August 8, 2017 at the next Board of Aldermen Meeting at 6:30 pm, in order to consider a Petition for Annexation for 129 Ivey Hill Drive, PIN 8617-11-2183.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

1. Petition and Aerial Map

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

PETITION FOR ANNEXATION OF
NON-CONTIGUOUS "SATELLITE" AREAS

(Part 4, Article 4A, G.S. 160A-58)

7-13-17
C. Ferguson
Date

TO: Board of Aldermen of the Town of Waynesville

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 3 below be annexed to the Town of Waynesville.

2. Standards which the satellite area must meet:

a. The nearest point on the satellite area must not be more than three (3) miles from the primary limits of the annexing city.

b. No point on the satellite area may be closer to the primary limits of another municipality than to the annexing city.

c. Note: When there is any substantial question as to whether the area is closer to another city, the tax map submitted with the petition shall show the satellite area also in relation to the primary corporate limits of the other city.

d. The area proposed for annexation must be situated that services provided the satellite area can be equivalent to the services provided within the primary limits.

e. If the area proposed for annexation, or any portion thereof, is a subdivision, as defined in G.S. 160A-376, all of the subdivision must be included.

f. The area within the proposed satellite limits plus the area within all other satellite corporate limits may not exceed ten percent (10%) of the total land area within the primary corporate limits of the annexing city.

3. The area to be annexed is non-contiguous to the Town of Waynesville and the boundaries of such territory are as follows:

a. Metes and bounds description is attached.

4. A tax map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Waynesville. If there is substantial question as to whether the area may be closer to another city than to the annexing city, the map should show the relation to the primary corporate limits of the other town.

NAME Gene Ferguson SIGNATURE Gene Ferguson

ADDRESS 129 Hwy Hill Dr Waynesville, N.C.

28785

An aerial photograph of a residential neighborhood with red property boundary lines overlaid. Lot numbers are printed in red throughout the map. A specific lot, 2183, is outlined in blue. A larger area in the bottom left, containing lots 1033, 109, 108, and 3906, is outlined in purple. Street names are labeled in red: GATEWAY ST, SR 1392, BRAMLETT DR, and HAY HILL DR. Other labels include 'Waynesville' and 'PT 7'. The map shows various houses, trees, and a road with traffic at the bottom.



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

DATE 11/19/14 BY KH**2014008930**HAYWOOD CO, NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$34.00PRESENTED & RECORDED
11-19-2014 04:11:08 PMSHERRI C. ROGERS
REGISTER OF DEEDS
BY STACY C MOORE
DEPUTY**BK: RB 876****PG: 926-928****HAYWOOD COUNTY TAX CERTIFICATION**There are no delinquent taxes due that are a lien
against parcel number(s) 8617-11-2123

David B. Francis, Haywood County Tax Collector

Date: 11/19/14 By: [Signature]**NORTH CAROLINA GENERAL WARRANTY DEED**

P.P.: \$ Excise Tax \$ 34.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. 8617-11-2183

Verified by _____ County on the _____ day of _____
by _____Mail after recording to Stephen J. Martin PA - 492 S Main Street, Waynesville, NC 28786**NO TITLE OPINION RENDERED BY PREPARER**This instrument was prepared by Stephen J. Martin

Brief description for the Index

Parts of Lots 6 & 7, Ivy Hill SubdivisionTHIS DEED made this 19th day of November, 2014, by and between**GRANTOR****GRANTEE**

OLLIE E. GIBSON, an unmarried widow

EUGENE M. FERGUSON

97 Ivy Hill Drive
Waynesville, NC 287851914 Dellwood Road
Waynesville, NC 28786**Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.**

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of _____, Ivy Hill _____ Township,
HAYWOOD _____ County, North Carolina and more particularly described as follows:**SEE EXHIBIT ATTACHED HERETO AND MADE A PART HEREOF.**

All or a portion of the property herein conveyed includes or X does not include the primary residence of a Grantor.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

PLEASE SIGN ABOVE TYPED NAME IN BLUE INK

(Corporate/Entity Name)

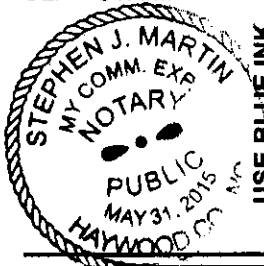
Ollie E. Gibson (SEAL)
* OLLIE E. GIBSON

By _____ (SEAL)

(SEAL)

(SEAL)

SEAL-STAMP



USE BLUE INK

NORTH CAROLINA, HAYWOOD County.

I, a Notary Public of the County and State aforesaid, certify that Ollie E Gibson

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this 19th day of November 2014.

My commission expires: 05-31-2015


Stephen J. Martin

Notary Public

Stephen J. Martin

SEAL-STAMP

USE BLUE INK

County.

I, a Notary Public of the County and State aforesaid, certify that

Grantor,

personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this day of

My commission expires:

Notary Public

SEAL-STAMP

BLUE INK

County.

I, a Notary Public, certify that _____
personally came before me this day and acknowledged that he is _____ of _____

_____ a corporation, and that he as _____,
by authority being authorized to do so, executed the foregoing on behalf of the corporation.

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

Notary Public

EXHIBIT "A"

(Gibson s/t Ferguson)
PIN: 8617-11-2183

BEGINNING on a concrete monument (formerly an iron pin) in the north margin of Ivy Hill Drive (S.R. 1392), common corner of Lots Numbers 1 and 6 in the subdivision hereinafter referred to, and runs thence with the line between said two lots N 20-39-00 E 108.42 feet to a concrete monument; thence S 58-08-36 E 145.52 feet to a concrete monument; thence S 59-48-12 E 120.47 feet to a concrete monument in the line of Lot Number 8; thence S 57-58-00 W 76.99 feet to a concrete monument in the north margin of Ivy Hill Drive (S.R. 1392); thence with the north margin of Ivy Hill Drive, N 69-04-00 W 214.85 feet to the POINT OF BEGINNING, containing 0.47 of an acre as per the survey and plat of Douglas Keith Gibson, R.L.S., dated December 26, 1983, entitled "Proposed Conveyance – Kathy C. Johnson from Madge Livingston"; and being a part of Lots Numbers 6 and 7 in the Ivy Hill Development, a plat of which is recorded in Plat Book "G", page 36, in the office of the Register of Deeds, Haywood County.

BEING the same property described in a deed from Madge C. Livingston to William C. Johnson and wife, Kathy C. Johnson dated January 9, 1984 and recorded in Deed Book ~~348~~ 349, page ~~684~~ 245, Haywood County Registry.

SUBJECT TO the conditions, restrictions and covenants contained in that instrument dated May 8, 1959, executed by Builder's Cash and Carry, Inc., recorded in Deed Book 180, page 1, Haywood County Registry.

SERVER
DATA
Descriptions
Gibson st Ferguson 9836

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 25, 2017

SUBJECT: Public Hearing to consider a request to abandon a portion of right-of-way in order to remove an existing encroachment at 76 Adams Street.

AGENDA INFORMATION:

| | |
|-------------------------|---|
| Agenda Location: | Public Hearing |
| Item Number: | 5-C |
| Department: | Development Services |
| Contact: | Elizabeth Teague, Development Services Director |
| Presenter: | Elizabeth Teague, Development Services Director |

BRIEF SUMMARY: A house and retaining wall built in 1978 sits on a piece of property underlying a portion of the cul-de-sac at the end of Adams Street. The property owner has asked for the Town to abandon or close that portion of the cul-de-sac right-of-way that holds the encroachment and is part of the legal lot. Removal of this portion of right-of-way will not alter or limit use of the roadway as it is now, nor will it impact access to any lots also served by the right-of-way. Town staff is researching the best legal procedure to remove the right-of-way from the underlying property.

MOTION FOR CONSIDERATION: To approve the request to abandon a portion of the right-of-way in order to remove an existing encroachment at 76 Adams Street.

FUNDING SOURCE/IMPACT: No financial impact as this is town right-of-way for utilities.

ATTACHMENTS:

1. Aerial Map
2. Survey

MANAGER'S COMMENTS AND RECOMMENDATIONS: Recommend Approval.

Parcel Report For 8615-10-2998

GOODWIN, ANN R/EXR
41 FRIENDSHIP CT
SAFETY HARBOR, FL 34695

Account Information

PIN: 8615-10-2998

Legal Ref: 2016E/47
277/871

Add Ref: D087/465
634/327

Site Information

AUBURN PARK
DWELLING
SINGLE FAMILY
76 ADAMS ST

Heated Area: 2354

Year Built: 1978

Total Acreage: 0.5 AC

Township: TOWN OF WAYNESVILLE

Site Value Information

Land Value: \$48,800

Building Value: \$153,100

Market Value: \$201,900

Deferred Value: \$0

Assessed Value: \$201,900

Sale Price: \$0

Sale Date: 2/23/2016

Tax Bill 1: \$1,712.80

Tax Bill 2: \$1,372.62

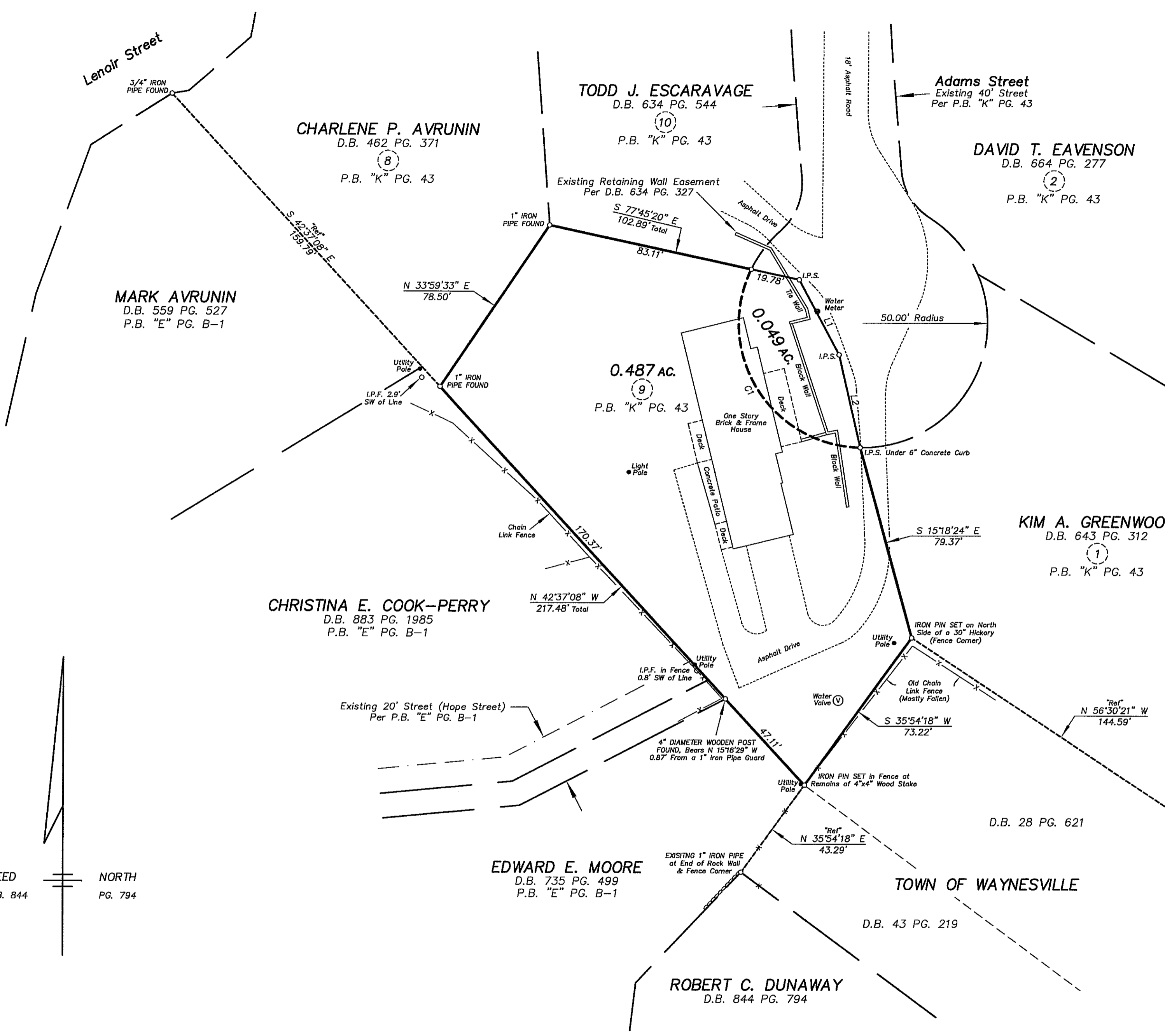


1 inch = 50 feet

May 22, 2017

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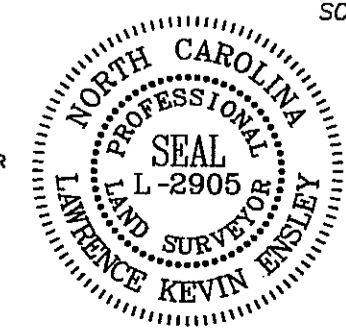
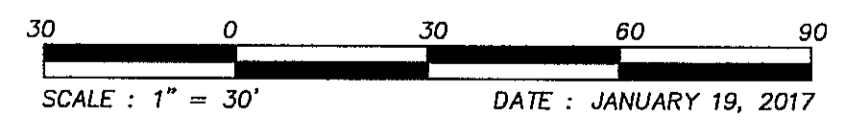




Area Requested To Be Abandoned
By The Town of Waynesville
C1 R = 50.00' L = 100.00' CH = S 31°38'22" E 84.14'
L1 S 28°08'51" E 34.24'
L2 S 13°05'01" E 38.25'

DAVID C. HENDERSON
D.B. 678 PG. 2223
P.B. "K" PG. 43

"Section 4 Block "A" - AUBURN PARK"
SURVEY FOR
ANN R. GOODWIN
ANN R. GOODWIN - OWNER
WAYNESVILLE TWP. HAYWOOD CO., N.C.
REFERENCES : D.B. 277 PG. 871
P.B. "K" PG. 43



I, L. KEVIN ENSLEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 277, PAGE 871, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK 277, PAGE 871; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 19th DAY OF JANUARY, A.D., 2017.

L. Kevin Ensley
Professional Land Surveyor L-2905

L. KEVIN ENSLEY, P.L.S.
428 DELLWOOD ROAD
WAYNESVILLE, N.C. 28786
(828) 456-6395

A-008-17

- NOTES
- 1.) ALL ROADS ARE PRIVATE, EXCEPT ADAMS, LENOIR & HOPE STREETS.
 - 2.) AREA COMPUTED BY D.M.D. METHOD.
 - 3.) TOTAL AREA = 0.536 ACRES.
 - 4.) I.P.S. = IRON PIN SET = 5/8" REBAR WITH I.D. CAP.

CERTIFICATE OF "TOWN OF WAYNESVILLE"

I HEREBY CERTIFY THAT THIS PLAT WAS REVIEWED AND IS EXEMPT PURSUANT TO THE TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS AND CAN BE RECORDED IN THE OFFICE OF THE REGISTER OF DEEDS OF HAYWOOD COUNTY.

STATE OF NORTH CAROLINA
COUNTY OF HAYWOOD

I, _____, REVIEW OFFICER OF HAYWOOD COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

TOWN OF WAYNESVILLE - PLANNING DIRECTOR DATE REVIEW OFFICER DATE

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 25, 2017

SUBJECT: Ordinance amending Chapter 14 Business, Pawnbrokers and Secondhand Dealers

AGENDA INFORMATION:

Agenda Location: NEW BUSINESS
Item Number: 6-D
Department: Administrative Services
Contact: Rob Hites, Town Manager
Presenter: Rob Hites, Town Manager
Brian Beck, Captain, Police Department

BRIEF SUMMARY The Town has regulated Pawnbrokers and Second Hand Dealers through the Privilege License Statutes. The Police Department requests that licensure and regulation of these businesses be provided through GS 66, Article 45. (Pawnbrokers, Metal Dealers and Scrap Dealers). I have used Asheville's ordinance and model and incorporated language from our existing ordinance in line with the General Statutes. The new language will give the staff the authority to regulate the proliferation of these businesses.

MOTION FOR CONSIDERATION: To Call for Public Hearing on August 8, 2017 at 6:30 p.m. or as closely there after in the Town Hall Board Room located at 9 South Main Street, Waynesville to consider the approval of an amendment to Chapter 14 related to Pawnbrokers and Second Hand Dealers.

FUNDING SOURCE/IMPACT: No funding required. Police and Finance staff will be capable of responding to issues regarding these businesses including revoking their licenses.

ATTACHMENTS:

Proposed Amendment to Chapter 14.

MANAGER'S COMMENTS AND RECOMMENDATIONS: The Town has not had an effective ordinance that the staff can use to properly monitor the licensing and activity of Pawnbrokers and Secondhand Dealers. The old Privilege License ordinance was established as revenue not a regulatory license. The Town has a very vague ordinance in place that provides very little guidance to the staff and the public as to what the Town expects of these businesses. The ordinance that is before you closely reflects the language of the enabling legislation adopted by the General Assembly in Chapter 66, Article 45. In requesting this new authority the staff is simply requesting the means to carry out State Law.

ORDINANCE NO. O-12-17

An Ordinance Amending Chapter 14 “Business” Article V. Pawnbrokers and Secondhand Dealers

Whereas, NC GS Chapter 66, Article 45, Part 1. Permits municipalities to enact ordinances regulating the licensure and conduct of “pawnshops”; and

Whereas, it is in the Town’s best interest to adopt a local ordinance that reflects the State statute regulating such businesses; and

Whereas, such an ordinance will aid the law enforcement community by providing effective procedures for monitoring the conduct of Pawnshops and Second Hand Dealers.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville, North Carolina that:

Chapter 14 “Business” be amended to Delete Section 106 and 108 Pawnbrokers and Secondhand Dealers (2-10-15), and replace and add sections 107-135 as follows:

~~Sec. 14-106. Definitions.~~

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

~~*Fixed location* means any site occupied by a secondhand dealer as the owner or lessee of the site under a lease or rental agreement providing for occupation of the site by the secondhand dealer for a total duration of not less than 364 days.~~

~~*Precious metals dealer.* See definition provided under G.S. 66-164.~~

~~*Secondary metals recycler.* See definition provided under G.S. 66-11.~~

~~*Secondhand dealer* means any person, sole proprietorship, partnership, joint venture, corporation, company, association or any other form of organization whose regular business is buying, selling, bartering, exchanging, or accepting for sale on consignment, in any manner, at retail or wholesale, or otherwise dealing for profit in, secondhand goods.~~

~~*Secondhand goods* means tangible personal property from the public previously used, rented, owned or leased (excluding property required to be registered by the NCDOT Division of Motor Vehicles, clothing, shoes, books, and animals).~~

~~([Ord. No. O-02-15](#), 2-10-2015)~~

ARTICLE V. PAWNBROKERS AND SECONDHAND DEALERS

Sec. 14-106 - Definitions.

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

Pawn or pawn transaction means a written bailment of personal property as security for a debt, redeemable on certain terms within 180 days unless renewed, and with an implied power of sale on default.

Pawnbroker means any person engaged in the business of lending money on the security of pledged goods and who may also purchase merchandise for resale from dealers and traders.

Pawnshop means the location at which or premises in which a pawnbroker regularly conducts business.

Pledged goods means tangible personal property which is deposited with or otherwise actually delivered into the possession of a pawnbroker in the course of his business in connection with a pawn transaction.

Purchase means any item purchased from an individual for the purpose of resale, whereby the seller no longer has a vested interest in the item.

(GS 66-387)

Sec. 14-107. - Exemptions.

The following businesses/persons shall be exempt from the provisions of this article unless otherwise regulated under G.S. 66-11 (regulated metals), G.S. 66-163 et seq. (regulated precious metals) or G.S. 91A (Pawnbrokers and Cash Converters):

- (1) A person or business whose only business transactions with secondhand goods in the town consist exclusively of donated items and/or purchases from 501(c) (3) organizations; or
- (2) A person or business whose only business transactions with secondhand goods in the town consist of the sale of personal property acquired for household or other personal use such as garage sales, yard sales, estate sales and/or auctions held by a licensed auctioneer; or
- (3) A person or business whose only business transactions with secondhand goods in the town consist of a display space, booth or table maintained for displaying or selling merchandise at any trade show, convention, festival, fair, flea market, swap meet or similar event that is not in a fixed location.
- (4) Fixed location antique dealers whose sole business involves the buying, selling, and trading of antiques.
- (5) Businesses whose sole business involves the buying selling, and trading of consignment clothing, shoes, books, etc.
- (6) Auction house businesses whose sole business involves the buying, selling, and trading of property by auction open to the public.

- (7) Businesses whose sole business involves the buying, selling, and trading of property registered by the state department of transportation, division of motor vehicles.

Sec. 14-108. - Authority of pawnbroker.

A pawnbroker licensee is authorized to:

- (1) Make loans on pledges of tangible personal property;
- (2) Deal in bullion stocks;
- (3) Purchase merchandise for resale from dealers, traders and wholesale suppliers; and
- (4) Use capital and funds in any lawful manner within the general scope and purpose of the license.

No pawnbroker has the authority enumerated in this section unless he has fully complied with the laws regulating the particular transactions involved.

(GS66-388)

Sec. 14-109. - Records; pawn tickets.

- (a) Every pawnbroker shall keep consecutively numbered records of each and every pawn transaction, which shall correspond in all essential particulars to a detachable pawn ticket or copy thereof attached to the record.
- (b) The pawnbroker shall, at the time of making the pawn or purchase transaction, enter upon the pawn ticket a record of the following information, which shall be typed or written in ink and in the English language:
 - (1) A clear and accurate description of the property, including model and serial number if indicated on the property;
 - (2) The name, residence address, phone number and date of birth of pledgor;
 - (3) Date of the pawn transaction;
 - (4) Type of identification and the identification number accepted from pledgor;
 - (5) Description of the pledgor, including approximate height, weight, sex and race;
 - (6) Amount of money advanced;
 - (7) The date due and the amount due;
 - (8) All monthly pawn charges, including interest, annual percentage rate on interest and total recovery fee; and
 - (9) The agreed upon stated value between the pledgor and pawnbroker in case of loss or destruction of the pledged item. Unless otherwise noted, the stated value is the same as the loan value.
- (c) The following shall be printed on all pawn tickets:

- (1) The statement: "Any personal property pledged to a pawnbroker within this state is subject to sale or disposal when there has been no payment made on the account for a period of 60 days past maturity date of the original contract. No further notice is necessary.
 - (2) The statement: "The pledgor of this item attests that it is not stolen, has no liens or encumbrances, and is the pledgor's to sell or pawn.";
 - (3) The statement: "The item pawned is redeemable only by the bearer of this ticket or by identification of the person making the pawn."; and
 - (4) A blank line for the pledgor's signature and the pawnbroker's signature or initials.
- (d) The pledgor shall sign the pawn ticket in the designated space. The pledgor shall receive an exact copy of the pawn ticket which shall be signed or initialed by the pawnbroker or any employee of the pawnbroker. These records shall be available for inspection and pickup each regular workday by the chief of police or his designee. These records shall be correct copies of the entries made of the pawn or purchase transaction and shall be carefully preserved without alteration and shall be available during regular business hours.
- (e) Except as otherwise provided in this article, any person presenting a pawn ticket to a pawnbroker is presumed to be entitled to redeem the pledged goods described on the ticket

(GS 66-391)

Sec. 14-110. - Fees; interest rates.

- (a) No pawnbroker shall demand or receive an effective rate of interest greater than two percent per month, and no other charge of any description or for any purpose shall be made by the pawnbroker, except that the pawnbroker may charge, contract for and recover an additional monthly fee for the following services, including but not limited to:
- (1) Title investigation;
 - (2) Handling, appraisal and storage;
 - (3) Insuring a security;
 - (4) Application fee;
 - (5) Making daily reports to local law enforcement officers; and
 - (6) For other expenses, including losses of every nature, and all other services.
- (b) In no event may the total of the monthly fees on a pawn transaction listed in subsection (a) of this section exceed 20 percent of the principal up to a maximum of the following:

First month \$100.00

Second month 75.00

Third month 75.00

Fourth month and thereafter 50.00

(c) Pawnbrokers may also charge fees for returned checks as allowed by G.S. 25-3-512.

(GS 66-393)

Sec. 14-111. - Transactions.

In every pawn transaction:

- (1) The original pawn contract shall have a maturity date of not less than 30 days, provided that nothing in this article shall prevent the pledgor from redeeming the property before the maturity date;
- (2) Any personal property pledged to a pawnbroker is subject to sale or disposal when there has been no payment made on the account for a period of 60 days past maturity date of the original contract, unless the pledgor and the pawnbroker agree to a renewal of the contract;
- (3) Every pawn ticket or receipt for such pawn shall have printed thereon the provisions of subsection (1) of this section which shall constitute:
 - a. Notice of such sale or disposal;
 - b. Notice of intention to sell or dispose of the property without further notice; and
 - c. Consent to such sale or disposal.

The pledgor thereby forfeits all right, title and interest of, in and to such pawned property to the pawnbroker who thereby acquires absolute title to the property, whereupon the debt is satisfied and the pawnbroker may sell or dispose of the unredeemed pledges as his own property. Any sale or disposal of property under this section terminates all liability of the pawnbroker and vests in the purchaser the right, title, and interest of the borrower and the pawnbroker;

- (4) If the borrower loses his pawn ticket he shall not thereby forfeit his right to redeem, but may, before the lapse of the redemption period, make an affidavit with indemnification for such loss. The affidavit shall describe the property pawned and shall take the place of the lost pawn ticket unless the pawned property has already been redeemed with the original pawn ticket; and
- (5) A pledgor is not obligated to redeem pledged goods or make any payment on a pawn transaction.

(GS 66-394)

Sec. 14-112. - Prohibitions.

A pawnbroker shall not:

- (1) Accept a pledge from a person under the age of 18 years;

- (2) Make any agreement requiring the personal liability of a pledgor in connection with a pawn transaction;
- (3) Accept any waiver, in writing or otherwise, of any right or protection accorded a pledgor under this article;
- (4) Fail to exercise reasonable care to protect pledged goods from loss or damage;
- (5) Fail to return pledged goods to a pledgor upon payment of the full amount due the pawnbroker on the pawn transaction. If such pledged goods are lost or damaged while in the possession of the pawnbroker, it shall be the responsibility of the pawnbroker to replace the lost or damaged goods with merchandise of like kind and equivalent value. If the pledgor and pawnbroker cannot agree as to replacement, the pawnbroker shall reimburse the pledgor in the amount of the value agreed upon pursuant to section 14-109
- (6) Take any article in pawn, pledge or as security from any person, which article is known to such pawnbroker to be stolen, unless there is a written agreement with local or state police;
- (7) Sell, exchange, barter or remove from the pawnshop any goods pledged, pawned or purchased earlier than 48 hours after the transaction, except in case of redemption by the pledgor or for items purchased for resale from wholesalers;
- (8) Operate more than one pawnshop under one license, and each shop must be at a permanent place of business; or
- (9) Take as pledged goods any manufactured home, recreational vehicle or motor vehicle, other than a motorcycle.

(GS 66-395)

Sec. 14-113. - Penalties.

- (a) Every person, their guests or employees, who shall knowingly violate any of the provisions of this article shall, on conviction thereof, be deemed guilty of a Class 2 misdemeanor and shall be fined a sum not to exceed \$500.00 for each offense, and at the discretion of the court, may be imprisoned for a period of time not to exceed six months. If the violation is by an owner or major stockholder or managing partner of the pawnshop and the violation is knowingly committed by the owner, major stockholder or managing partner of the pawnshop, the license of the pawnshop may be suspended at the discretion of the court.
- (b) Subsection (a) of this section shall not apply to violations of section 9-206(6), which shall be prosecuted under the state criminal statutes.
- (c) In addition to the penalties set forth in subsections (a) and (b) of this section, violation of any of the provisions of this article shall also result in revocation of the license.
- (d) Any contract of pawn, the making or collecting of which violates any provision of this article, except as a result of accidental or bona fide error of computation, shall be void, and the licensee shall have no right to collect, receive or retain any interest or fee whatsoever with respect to such pawn.

(GS 66-66-396)

14-114 thru Sec.14-120. - Reserved.

Sec. 14-121. –License Required.

It is unlawful for any person to establish or conduct a business of pawnbroker unless such a person has procured a license to conduct business in compliance with the requirements of this article. The license required by this article is in addition to any privilege license that may be required in this chapter. The application fee for the license required shall be as established by the Town's Fees and Charges Manual. The applicant must also obtain a State License procured through the Department of Revenue.

(GS 66-389)

Sec. 14-122. - Qualifications of licensee.

- (a) To be eligible for a pawnbroker's license, an applicant must:
 - (1) Be of good moral character; and
 - (2) Not have been convicted of a felony within the last ten years.
- (b) In order to establish evidence of good moral character, an applicant shall, among other things, provide references from two or more local citizens. In addition, the applicant shall not have been convicted of a misdemeanor which is related to offenses against property, including but not limited to misdemeanor offenses of larceny and receiving stolen goods. In order to determine whether or not the applicant has been convicted of a felony within the last ten years, a criminal record check from the clerk of court of every county where the applicant has resided during the past ten years shall be made.

(GS 66-390)

Sec. 14-123. - Application.

Every person desiring to engage in the business of pawnbroker within the corporate limits of the Town shall make application to the Tax Collections Division of the Finance Department for a license to conduct such business. Such application shall include the following:

- (1) The name and address of the person, and, in case of a firm or corporation, the names and addresses of the persons composing such firm or of the officers, directors and stockholders of such corporation, excluding shareholders of publicly traded companies;
- (2) All previous addresses for the past ten years;
- (3) The name and address of all current and prospective pawnshop employees. Addresses shall be furnished for the past ten years. The Town may then conduct a local record check to determine whether or not any such employees have been convicted of a felony within the last ten years or of a misdemeanor related to offenses against property, including but not limited to a misdemeanor conviction for larceny or a misdemeanor conviction for receiving stolen goods, within the last ten years;
- (4) The name of the business and the street and mailing address where the business is to be

operated;

- (5) A statement indicating the amount of net assets or capital proposed to be used by the petitioner in operation of the business; this statement shall be accompanied by an unaudited statement from an accountant or certified public accountant verifying the information contained in the accompanying statement;
- (6) An affidavit by the applicant that he has not been convicted of a felony within the last ten years or of a misdemeanor related to offenses against property, including but not limited to a misdemeanor conviction for larceny or a misdemeanor conviction for receiving stolen goods, within the last ten years;
- (7) A certificate from the Chief of Police or Sheriff of the county or the State Bureau of Investigation that the petitioner has not been convicted of a felony in the state within the last ten years; and
- (8) A photograph, taken within the past three years.
- (9) A license permitting the applicant to engage in such a business obtained through the State Department of Revenue.

(GS 66-390)

Sec. 14-124. - Bond.

Every person licensed under this article shall, at the time of receiving the license, file with the Town a bond payable to the Town in the sum of \$5,000.00, to be executed by the licensee and by two responsible sureties or a surety company licensed to do such business in this State, to be approved by the Town, which shall be for the faithful performance of the requirements and obligations pertaining to the business

so licensed. The Town may sue for forfeiture of the bond upon a breach thereof. Any person who obtains a judgment against a pawnbroker and upon which judgment execution is returned unsatisfied may maintain an action in his own name upon the bond to satisfy the judgment.

(GS 66-399)

Sec. 14-125. - Renewal.

Any license issued pursuant to this division shall be for a period of one year. The license may be renewed for additional periods of one year upon compliance with the requirements of sections 14-122 and 14-123.

(GS 66-398)

Sec. 14-126. - Revocation.

Any license granted under this division may be revoked by the Town, after a hearing, for substantial abuse of this article by the licensee.

Sec.14-127. - Appeal procedure.

If, after reviewing an application for a pawnbroker's license, the Tax Collector determines that the applicant is not eligible, the Tax Collector shall give the applicant written notice that his application has been denied. The notice of denial shall specify the reason for the denial and shall give the applicant ten days in which he may respond to the notice. The notice shall be delivered in one of two ways:

- (a) (1) By personally delivering the letter to the applicant; or
- (2) By mailing the letter by registered or certified mail, return receipt requested, to the address specified in the license application.
- (c) The applicant may, within ten days after the day on which notice is served, make a written request for a conference. The request shall specify the applicant's objections to the denial. If the applicant fails to request a conference within the time period specified, the denial shall become final.
- (d) If the applicant requests a conference, the conference shall be held within ten days of the date the request is received. If, after hearing the applicant's objections, the Tax Collector still finds the applicant to be ineligible for a pawnbroker's license, the denial shall become final.
- (e) If 10 years have passed since the applicant's conviction of a felony), the applicant may submit a new application.

This appeal procedure shall also apply in case of revocation of a permit

.

Sec. 14-108. 14-128. Electronic recordkeeping required.

- (a) Secondary metals recyclers and precious metal dealers shall obtain the statutorily-required information for each purchase transaction. All other secondhand dealers shall obtain the following information when purchasing, bartering, exchanging, or accepting for sale on consignment items from a seller:
 - (1) A clear and accurate description of the property, including model and serial number, if indicated on the property;
 - (2) The name, residence address, phone number, and date of birth of the seller;
 - (3) The date and time of the sale;
 - (4) Type of identification, and the identification number, accepted from the seller;
 - (5) A description of the seller, including approximate height, weight, gender, and race; and
 - (6) Amount of consideration given for the property.
- (b) All secondhand dealers shall electronically submit the information required in subsection (a) above to the Waynesville Police Department in a manner authorized by the chief of police within 24 hours of the transaction.

- (c) In the event that a technological failure prevents a secondhand dealer from reporting electronically, the secondhand dealer shall immediately notify the Waynesville Police Department of the failure and have physical records of the information required in subsection (a) available each regular business day for inspection and pickup by the Waynesville Police Department. Upon resolution of the technological failure, the secondhand dealer shall submit the required information electronically to the Waynesville Police Department from each regular business day the technological failure existed.
- (d) Any secondhand dealer, with the exception of secondary metal recyclers, convicted of violating any provision of this article, shall be guilty of a Class 3 misdemeanor, and shall be fined not more than \$500.00. Secondary metal recyclers convicted of violating any provision of this article shall be subject to the provisions set forth in G.S. 66-11(f).

~~(Ord. No. O-02-15, 2-10-2015)~~

~~Secs. 14-109—14-125. Reserved.~~ **Secs. 14-129 thru Sec. 135. - Reserved.**

ABC BOARD

1 VACANCY

1 APPLICANT

Amie Owens

From: Jack Swanger <jswanger@charter.net>
Sent: Tuesday, May 30, 2017 12:58 PM
To: Amie Owens
Subject: ABC BOARD

Amie,

I would like to continue on the ABC Board for another term . It has been my pleasure working with the other two board members . We have accomplished a lot in the past few years . I would appreciate the town board's consideration.

Jack Swanger
jswanger@charter.net

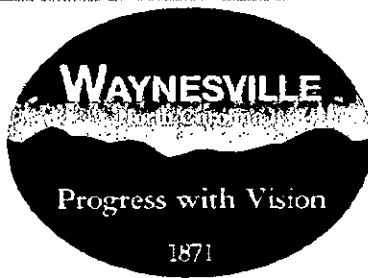


Virus-free. www.avast.com

HISTORIC PRESERVATION COMMISSION

3 VACANCIES

3 APPLICANTS



TOWN OF WAYNESVILLE, NORTH CAROLINA

Application for Appointment to Boards/Commissions

Please return to the Town Clerk's office.

16 South Main Street, P.O. Box 100, Waynesville, NC 28786

(828) 452-2491

aowens@waynesvillenc.gov

Additional Pages and/or a resume may be attached but is not required

NAME: Glenn Duerr
 * STREET ADDRESS 40 Old Hickory St., Waynesville, NC 28786
 please update MAILING ADDRESS SAME
 PHONE 828-452-4411
 E-MAIL relax@windoverinn.com

Please consider me for appointment to the following board(s) or commission(s):

- | | |
|--|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input checked="" type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: current member

I have experience/expertise in the following areas and/or have served on the following board or commission:

current memberI feel that I can contribute the following to this board or commission current memberTell us about yourself and your background: current member

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Glenn Duerr
 Signature

05-27-17

Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- Return Application to Town Clerk's Office -

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME JIM FILLIUNG
STREET ADDRESS 732 LITTLE MOUNTAIN RD.
MAILING ADDRESS WAYNESVILLE, NC 28786
PHONE (630) 542-4783
E-MAIL doublepisces@sbcglobal.net

Please consider me for appointment to the following board(s) or commission(s):

| | |
|--|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input checked="" type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: SEMI-RETIRED
ARCHITECT WITH HISTORIC RESTORATION EXPERIENCE.
RESIDENT (F.T.) 2 YRS. WANT TO GET INVOLVED IN COMM-
UNITY. LOVE THIS AREA!

I have experience/expertise in the following areas and/or have served on the following board or commission: ARCHITECT/ENGINEER, LIBRARY FDN., BOARD OF
DIR. CEMETERY CORP. PARTNER IN A/E FIRM., ROTARY
BOARD

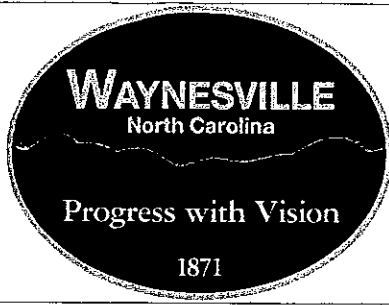
I feel that I can contribute the following to this board or commission HISTORY AS HOBBY.
RENOVATED SEVERAL HISTORICAL BLDG. IN CAREER. OF
30 YRS.

Tell us about yourself and your background: ARCHITECT/STRUCT. ENGR. (RET.)
MARRIED, 3 GROWN CHILDREN. MOVED TO NC FROM
ILLINOIS 2 YRS. AGO. FORMER VOL. FIREFIGHTER

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Signature James J. Fillung Date FEB 6, 2017

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.
- Return Application to Town Clerk's Office -



TOWN OF WAYNESVILLE, NORTH CAROLINA

Application for Appointment to Boards/Commissions

Please return to the Town Clerk's office.

16 South Main Street, P.O. Box 100, Waynesville, NC 28786

(828) 452-2491

aowens@waynesvillenc.gov

Additional Pages and/or a resume may be attached but is not required

NAME: William (Bill) M. Revis

STREET ADDRESS 160 Chelsea Rd.

MAILING ADDRESS (same)

PHONE (828) 456-8440

E-MAIL brevi's160@gmail.com

Please consider me for appointment to the following board(s) or commission(s):

- | | |
|--|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input checked="" type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I know the history of Waynesville and want to be a part of the preservation effort.

I have experience/expertise in the following areas and/or have served on the following board or commission:

History, interested in city planning and revitalization. See attached resume.

I feel that I can contribute the following to this board or commission I am retired and have the time and interest to offer my experience and knowledge

Tell us about yourself and your background: See attached

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

William M. Revis 12/22/16
Signature Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- Return Application to Town Clerk's Office -

WILLIAM MARCELL REVIS

160 Chelsea Road
Waynesville, NC 28786
(828) 456-8440
brevjs160@gmail.com

Skills

Participated in numerous training seminars in sales design and team building for the Atlanta region. VP of Planning Society at Appalachian State. Former member of the Waynesville Merchants Association and Chairman of the Revitalization Committee.

Experience

January 2007 - March 2013

DeKalb Office Environments, Inc., Alpharetta, GA – *Major Furnishings Dealer for Southeast Fortune 500 Companies*

- Executive sales associate for SunTrust Bank, Atlanta.
- Responsible for corporate standards and furnishings.
- Awarded top sales recognition yearly.

March 1984 - January 2007

Ivan Allen Company, Atlanta, GA – *Major Dealer/Executive Sales Associate*

- Atlanta/Southeast contract furnishings and design dealer.
- Sales contracts and corporate standards development included SunTrust, Bank of America and Turner Broadcasting/CNN accounts.
- Awarded top sales recognition yearly.

December 1980 - March 1984

Talman's Office Systems and Design, Asheville, NC – *Sales and Design Staff Member*

- Accounts included Mission Hospital and various Doctor's Parks.

November 1979 - December 1980

Talman's of Waynesville, Waynesville, NC – *Manager*

- Responsible for daily operation of furniture, office supplies and Hallmark Store.
- Top sales and Merit sales awards.

November 1976 - October 1979

Elkorn Village Inn and Condominiums, Sun Valley, ID - *Evening Manager*

- Responsible for housekeeping, maintenance, food and beverage and front desk operations for 146 room hotel and 213 condominiums.

1974 - 1976

Town of Waynesville, Waynesville, NC - *Assistant to City Manager*

- Duties included research for funding grants, surveys for public works department, ranger for the watershed and interoffice management.

Education

Wingate College, Wingate, NC - *General Education*

Appalachian State University, Boone, NC - *B.A. in Urban Planning and Geography*

Appalachian State University, Boone, NC - *M.A. in City Management and Public Administration*

References

Furnished upon request

Family History

My ancestors immigrated from England to Virginia in the 1630s. James Pickey Scates, my great, great grandfather, settled in the Hazelwood area in 1868. He fought in the Civil War and was a member of the Palmetto Sharp Shooters. He is buried in Green Hill Cemetery. J.P. Scates, my great grandfather, was mayor and magistrate for Hazelwood in the early 1900s. H.B. Milner, my grandfather, was in real estate and owned several businesses in the west Waynesville area. He was very instrumental in the development of Balsam Road from the 1920s - 1940s.

✓

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME Lynda Self
STREET ADDRESS 155 Wilkinson Pass Ln #207 Waynesville, NC 28786
MAILING ADDRESS Same
PHONE 828 550 3254
E-MAIL selflynda@ymail.com

Please consider me for appointment to the following board(s) or commission(s):

| | |
|--|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input checked="" type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: In my eleven years here in Waynesville, I have come to appreciate its history. Spent extensive time helping to edit/proofread Archive material in library

I have experience/expertise in the following areas and/or have served on the following board or commission: Currently Bd. of Trustees for the Public Libraries. Previously Guild of Haywood Co. Arts Council; Friend of the Library Bd for 6 years Inc. 2 terms as VP and 2 terms as President.

I feel that I can contribute the following to this board or commission: Previously lived in historic Oldetown, Portsmouth, Va. Renovated an historic house.

Tell us about yourself and your background: (RH) Teacher and depart. chair - Norfolk, Virginia, 39 years

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Lynda Self
Signature

6/10/2016
Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- Return Application to Town Clerk's Office -

PLANNING BOARD

3 VACANCIES

3 APPLICANTS

Amie Owens

From: Patrick McDowell <pmcdowell@kw.com>
Sent: Sunday, May 28, 2017 1:01 PM
To: Amie Owens
Cc: Elizabeth Teague
Subject: Planning Board

Amie,

I have received your letter informing me that my current term with the planning board is about to expire. I am willing and able to continue to serve if Elizabeth and the Alderman feel that is beneficial to the Town, but should they feel the need for new members I understand and will step down.

Patrick McDowell



434 Russ Avenue
Waynesville, NC 28786

Cell 828-564-1055
Office 828-926-5155
Fax 828-926-9155

Please read the following (required by the North Carolina Real Estate Commission):
<http://www.ncrec.gov/Brochures/WorkingwAgents.pdf>

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME Robert A. Herrmann
STREET ADDRESS 627 Hickory Drive , Waynesville, NC 28786
MAILING ADDRESS 627 Hickory Drive, Waynesville, NC 28786
PHONE (828) 456-3162
E-MAIL bob.clu627@gmail.com

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: _____
I wish to be a part of and participate in the future of the Town of Waynesville

I have experience/expertise in the following areas and/or have served on the following board or commission: Served as a member and chaired for the City of Oviedo, Florida (population ~ 30,000): Board of Adjustment - City of Oviedo
for 3 years and City Planning Board - City of Oviedo for 7 years. I currently serve on the Waynesville Planning Board and also am on the
Waynesville Rotary Board of Directors and am a Waynesville Police Volunteer

I feel that I can contribute the following to this board or commission because of my prior experience of
understanding and working with the general public as well as the Town staff

Tell us about yourself and your background: I retired after 30 years as a State Farm Insurance Agent. I have always been
actively involved in my community serving as President of the Greater Oviedo chamber of Commerce, President of the Rotary Club of Oviedo as
well as President of several homeowners association

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Robert A. Herrmann April 20, 2017
Signature Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1. - Return Application to Town Clerk's Office -

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME JASON RAY ROGERS
STREET ADDRESS 28 COUNSEL PLACE WAY. NC 28786
MAILING ADDRESS 28 COUNSEL PLACE WAY. NC 28786
PHONE 828 400-4703
E-MAIL _____

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input checked="" type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: TO CONTINUE
SERVING OUR COMMUNITIES AND TO USE OBTAINED
SKILLS TO BETTER OUR TOWN

I have experience/expertise in the following areas and/or have served on the following board or commission: PLANNING, BUILDING INSPECTIONS + DEVELOPMENT

I feel that I can contribute the following to this board or commission
LARGE KNOWLEDGE OF TOWN WORKS + ORDINANCES

Tell us about yourself and your background: FORMER EMPLOYEE, LIVED IN
WAYNEVILLE MY WHOLE LIFE - VERY PATIONATE ABOUT WAYNEVILLE

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

JASON RAY ROGERS

Signature

7-18-17

Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- Return Application to Town Clerk's Office -

PUBLIC ART COMMISSION

4 VACANCIES

4 APPLICANTS

Amie Owens

From: Jan Griffin <griffin918@icloud.com>
Sent: Saturday, May 27, 2017 12:57 PM
To: Amie Owens
Subject: WPAC service term

Amie

I would like to extend my present term for another full term on the Waynesville Public Art Commission. Thank you for giving me the opportunity to continue serving the commission and the Town.

Jan

Sent from my iPhone

Amie Owens

From: Sarah Jane League <sj.league@charter.net>
Sent: Wednesday, May 31, 2017 8:12 PM
To: Amie Owens
Subject: Public Art Commission - Term Renewal League

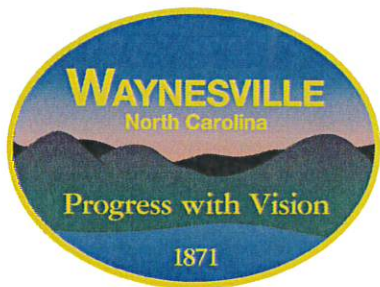
Amie:

This email confirms my request to serve another term on the Public Art Commission if I have not exceeded my term limit. It would be my pleasure to continue to serve on this commission for the Town of Waynesville.

Thanks.

...sjl

Sarah Jane League
Voice: 828-456-5356
Cell: 703-217-7831, Fax: 828-246-0574
Email: sj.league@charter.net



TOWN OF WAYNESVILLE, NORTH CAROLINA
Application for Appointment to Boards/Commissions
Please return to the Town Clerk's office.
16 South Main Street, P.O. Box 100, Waynesville, NC 28786
(828) 452-2491 aowens@waynesvillenc.gov

Additional Pages and/or a resume may be attached but is not required

NAME: Leigh Ann Parrish
STREET ADDRESS 211 Annies Rd.
MAILING ADDRESS Waynesville, NC 28786
PHONE- 919 815 2344
E-MAIL leighannparrish@gmail.com

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input checked="" type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I am in a unique place in my career where I am serving in a part time position currently. I have volunteered a lot throughout my life, and it is a big part of who I am. I would like to share my talents and love of the arts with Waynesville and the residents of Haywood County. I am great working with others and have a lot of knowledge in sculpture and installation practices. I have recently received my Master in Fine Arts from Western Carolina, and I feel I could bring a great perspective to the Commission. I have worked across North Carolina, having grown up in Raleigh and living several years in Boone. This gives me a unique perspective as to the culture of all North Carolinians, and the greater WNC area. Please see my attached CV for my service record and more information about my skills.

I have experience/expertise in the following areas and/or have served on the following board or commission: While working at Louisburg College I was able to serve on many committees and achieved great goals in fundraising, grants, and recruitment for the college. I was the assistant to the Vice President, and have various skills in the arts, administration, web design and maintenance, events planning and execution, and so much more that was needed to make the small college run smoothly. I know my skills from that experience paired with my love, knowledge, and expertise in the arts will make for a great fit!

I feel that I can contribute the following to this board or commission I'm not sure what your needs are, but I feel confident I can help with proposals and submissions, space and planning, acquisitions, and more. I work great with teams and am happy to help however I am needed. I'm truly happy to utilize whatever skills you may need. I am also an awesome photographer, so I could help with documentation, events, and publications if needed also. I am great with fundraising and event planning as well. I also know lots of local artists who could help support our events and needs.

Tell us about yourself and your background: I have been a photographer since 1999, attended Appalachian State for my undergrad work in the early 2000s. I moved to Virginia to teach middle school tech ed for a year, then worked in retail for several years, married my awesome dreamboat husband, moved to Asheville for a

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couple of years and worked as a parapsychologist for a bit. After that we moved back to be closer to family in Louisburg NC where I worked in almost every department at Louisburg College, finally ending with the admin position and web master. While I was teaching at Louisburg I realized I wanted to do that full time so I decided to go to grad school, which brought us here to Waynesville and WCU. We've lived here for about 4 years, and since I've graduated and now teach at WCU. We absolutely LOVE living here, and being a part of this community. We walk our dog on Main Street and other places and love getting to know folks. We love supporting this community through various events and shopping locally. I guess I just feel like it's really time to give back to the community we love so much. I thought this would be the best fit for me, and the best way to use my talents to help out. If you see a better fit with another commission I'm happy to serve however is best. I just love art and I love volunteering so I would like to find a way to get involved. ____

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Leigh Ann Parrish

3/6/2017

Signature

Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- **Return Application to Town Clerk's Office** -

Leigh Ann Parrish

211 Annies Road
Waynesville, NC 28768

919 815 2344
leighannparrish@gmail.com
www.leighannparrishphotography.com

EDUCATION

Degrees: MFA in Fine Arts (2015)
Western Carolina University, Cullowhee, NC
BS in Industrial Technology concentration in Technical Photography (2003)
Minor in General Business
Appalachian State University, Boone, NC

Certificates: Adobe Dreamweaver CS3 levels 1-3 Web Design Certificates (2010)
Wake Technical Community College, Raleigh, NC
Provisional Teaching Licensure 2004-2007 Virginia Technology Education

WORK HISTORY

2008-Current Owner/Photographer, Leigh Ann Parrish Photography, Waynesville, NC
2015-Current Adjunct Instructor, Western Carolina University, Cullowhee, NC
2013-2015 Sculpture Studio Assistant, Instructor of 2D, 3D, and Introduction to the Visual Arts, Western Carolina University, Cullowhee, NC
2014 Summer Intern: Asheville Art Museum, Asheville, NC
2009-2013 Administrative Assistant to Vice President, Part Time Instructor (Previously Webmaster, Assistant to Advancement, Alumni, and Registrar's offices and Audio-Visual Manager): Louisburg College, Louisburg, NC
2009 Paraprofessional Counselor: New Place, Asheville, NC
2008-2009 Photographer and Sales: Lifetouch Church Directories, Asheville, NC
2005-2007 Front End Manager: Total Wine & More, Richmond, VA
2004-2005 Technology Education Teacher: Goochland Middle School, Goochland, VA

EXHIBITIONS

2016 Faculty Biennial Exhibit, Western Carolina University Fine Art Museum
Permanent Exhibits at State Employees Credit Unions
Sylva, Asheville, Hendersonville, and other locations throughout WNC
"Saved: Objects of the Dead" Online Collection Experience with Jody Servon
"Draw Sylva" Public Drawing Exhibition
Sylva, NC downtown
"NEWestern" New Works by WCU MFA Group Exhibition
The Bascom: A Center For The Visual Arts, Highlands, NC

2015 "It's Teatime" My MFA Thesis Exhibition (Solo)
Western Carolina University Fine Art Museum, Cullowhee, NC
"Between Here and There" Small Works by WCU MFA Candidates
Revolve, Asheville, NC
"Prime Time" Third Annual New Media Juried Exhibition
Asheville Art Museum, Asheville, NC
"Whee Fresh" WCU MFA Group Exhibition

| | |
|-----------|---|
| | The Asheville Area Arts Council, Asheville, NC |
| | "Soft Art" Group Exhibition, Images on Blankets |
| | Sims Futon Gallery, Asheville, NC |
| | "What? Draw? Draw What? What we draw." WCU MFA Group Exhibition |
| | The Bascom: A Center For The Visual Arts, Highlands, NC |
| 2013-2014 | "MFA, BFA, RAD" WCU Group Exhibition |
| | The Tannery Studios, Asheville, NC |
| 2014 | "Hold On To The Night" WCU MFA Art Show |
| | The Skinny Gallery, Sylva, NC |
| | "Borders" WCU MFA Group Show |
| | WCU Bardo Arts Center, Cullowhee, NC |
| 2002 | Student Show Jones Community Center, Boone, NC |
| 2000 | Wilkes County Arts Photography Exhibit, North Wilkesboro, NC, 1st place B&W |
| 1999-2002 | Various Exhibits on Campus of Appalachian State University, Boone, NC |

TEACHING & ORGANIZATIONS

| | |
|-----------|---|
| 2015-2016 | Adjunct Instructor of Art, Introduction to the Visual Arts, Photo I, WCU |
| | Member of Professional Photographers of America (PPA) |
| | Annie Albers Jewelry Artist "Make It New; Make It Yours", Asheville Art Museum |
| 2014-2015 | Senator & Secretary- Western Carolina University Graduate Student Association |
| 2013-2015 | Assistant to Sculpture Studio (Sculpture 1, 2, 3, 4 courses); Instructor of 2D & 3D Design, Introduction to the Visual Arts Western Carolina University |
| 2014-2015 | Build & Beer Workshop, and Guest Jewelry Artist, Asheville Art Museum |
| 2011-2013 | Instructor- Crossroads (Introductory College Course- Freshmen Success- One course per semester), Louisburg College |
| 2004-2005 | Middle School Teacher (Technology Education 1 & 2, Keyboarding, Study Skills), Goochland Middle School |

AWARDS & PUBLICATIONS

| | |
|-----------|--|
| 2016 | Awarded Friends of Arrowmont Scholarship- workshop with Ashley Gilreath |
| 2015 | Published <i>It's Teatime</i> MFA Thesis through ProQuest |
| 2014 | Awarded College of Fine and Performing Arts Graduate Fellowship for 2014-15 |
| | Published in <i>The Nomad</i> , WCU Literary & Art Student Magazine |
| 2012 | Relay for Life Louisburg College Team Voted "Rookie Team of the Year" (Team Captain); Cover Image for <i>Columns</i> yearly magazine for Louisburg College |
| 2009-2013 | Published in the <i>Mid.Week.Message</i> several times at Louisburg College (photographs, and articles relating to campus events) |
| 2005 | Award of Excellence for serving as the advisor to T.A.B.S. (Taking Action to Be Successful) |
| 2001-2002 | Dean's List (Fall 2001, Fall & Spring 2002) |
| | Published in student art magazine at Appalachian State (photographs) |
| 2000 | Wilkes County Arts Photography Contest 3 rd Place in Black and White |
| 1999 | North Carolina PTA Reflections Contest, Best in State in Black and White |

INVOLVEMENT & OPPORTUNITIES

- 2015-2016 Honor's Student Art Project Mentor for Homelessness Awareness Week, WCU
Committee Member "Civility and Civil Discourse", WCU
Volunteer, Asheville Art Museum (Various Events, Demos, Assistance)
- 2014-2015 Graduate School Info-Session Volunteer, WCU
Guest Artist, Presentations, Panel Discussions, and Interviews, WCU
Volunteer- Western Carolina University Fine Art Museum, Cullowhee, NC
Student Speaker- UNC Board of Governor's Meeting, Educational Committee
Western Carolina University, Cullowhee, NC
Volunteer- Event Fundraiser: Cancer.org Bowling Fundraiser, NYC, NY
Volunteer- Jewelry Demonstration, Asheville Art Museum, Asheville, NC
- 2013 Volunteer- Fundraiser: Relay for Life Team Hunting for a Cure, Louisburg, NC
- 2012 Volunteer- Team Captain: Louisburg College Relay for Life, Louisburg, NC
- 2011 Volunteer- International Whistler's Convention, Louisburg, NC
- 2010 Volunteer- Participant & Fundraiser- Komen Foundation Race for the Cure
Raleigh, NC
- 2007 Attendee at LOOK3 Festival of the Photography & Intensive Workshop with Alex
Webb and Rebecca Norris Webb.
- 2004-2005 Supervising Teacher: T.A.B.S. (Taking Action to Be Successful), Goochland
- 2002-2003 President: STOP, Boone, Student Member, SPE (Society for Photographic
Education), Attendee: SPE National Convention 2002, 2003
Las Vegas, NV and Austin, TX
- 1999-2002 Member: STOP (Society to Organize Photographers), Boone, Multiple Exhibits
on Campus of ASU, Member, APPS (Appalachian Popular Programming
Society), Boone, NC

ADDITIONAL SKILLS

ARTISTIC:

Design, Layout, Sketching, Planning, Leadership, 2D & 3D Investigation, Modeling, Language and Communication, Sensory Consideration, Critique and Editing, Web Presence and Social Media, Interactivity, Community Involvement, Problem Solving, Audio and Film Production and Editing, General Building and Tool knowledge, Safety Practices, Ceramics, Clay building (hand and wheel), Kiln Use, Slip-Casting, Wax, Mold-making and Multiples, Upholstery, Alternative Photo Processes, Painting, Printmaking, Installation, Jewelry, Some 3-D printing and Drawing, Grants, and more.

TEACHING:

Goal Setting, Student Focused, Problem Solving, Interdisciplinary Approach, Embracing Challenges, Getting Organized, Creating a "Tool bag" for Success, Varied Teaching Styles/Strategies for Various Learning Styles, Committed to Student Success, Counseling/Advising, Students Teaching Each Other, Facilitating Discovery, Curiosity, Learning, and Solutions, Best Practices, Critique Variations, Best Practices Workshops, Curriculum Development, Online and Hybrid offerings.

COMPUTER:

PowerPoint, Adobe Photoshop, Flash, InDesign, and Illustrator, iMovie, Google Sketchup, iPhoto, Mozilla, iTunes, Keynote, Open Broadcaster, FTP, Garageband,

Pages, Dreamweaver, CAMS, CaFE, Donor2, Microsoft Word, Excel, Publisher, Composer, and more.

PHOTOGRAPHY:

Portraits, Weddings, Events, Makeup & Costumes, Sets & Props, Restoration, Editing, Products, Album & Product Design, Lightroom, Bridge, Photoshop, Archiving, Non-traditional Printing, Pinhole, and more.

ADMINISTRATIVE:

Communications, Organization, Scheduling, Meetings, Phone, Ordering, Event Planning, Presidential Inauguration Planning Committee, Grant Writing, Organizational Committees, SACS Accreditation, Large Scale Event Execution, Guest Planning, Various Committees, QEP Planning and Execution, Strategic Planning and Execution

CUSTOMER SERVICE:

Manager, Cashier, Training, Shipping/Receiving, Ordering, Stocking, Visual Merchandising and Displays, Customer Service, Some Spanish

REFERENCES

AVAILABLE BY REQUEST- leighannparrish@gmail.com



TOWN OF WAYNESVILLE, NORTH CAROLINA

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(828) 452-2491

aowens@waynesvillenc.gov

Additional Pages and/or a resume may be attached but is not required

NAME: Lindsey Solomon

STREET ADDRESS: 86 N. Main Street, Waynesville, NC 28786 (Work)

MAILING ADDRESS: P.O. Box 306, Waynesville, NC 28786 (Work)

PHONE: Work: 828-452-0593; Cell: 423-329-3594

E-MAIL: director@haywoodarts.org

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input checked="" type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I am a proud member of the arts community here, and I would love to become more involved in other areas that interest me (and where I may be of use). Public art is a great personal passion of mine – I would love to be more involved.

I have experience/expertise in the following areas and/or have served on the following board or commission: I have expertise in communications and arts administration. I'm currently the Executive Director of the Haywood County Arts Council and could bring that experience to the Public Art Commission's work.

I feel that I can contribute the following to this board or commission: I would bring personal passion to the Commission, as well as communications skills and channels (HCAC newsletter, etc.) for publicity.

Tell us about yourself and your background: Please see attached resume.

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Signature

Date

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- Return Application to Town Clerk's Office -

Lindsey Solomon

167 Wilkinson Pass Lane, Apt. 203
Waynesville, NC 28786
(423) 329-3594
lsolomon@gmail.com

Education

Savannah College of Art and Design

M.A., Arts Administration: May 2010
GPA: 3.88/4.0

- Thesis: The Third Place: Its Influence and Potential within Tennessee Art Museums
- Recipient: SCAD's Poetter Full-Tuition Fellowship (2008-10)
- Volunteer: Telfair Museum of Art (2008-09)

Carson-Newman College

B.A., Communications: May 2008
GPA: 3.97/4.0

- Graduated: Summa Cum Laude
- Recipient: Communications Outstanding Research Award (2008)
- Member: CNC Honors Program (2004-08)

Skills

- Project coordination/time management
- Writing for business and pleasure
- Handling pressure
- Building relationships

Tools

- Microsoft Office
- Adobe Creative Suite
- WordPress
- Constant Contact
- Facebook, Twitter, Instagram, Pinterest

Organizations

- Western Arts Agencies of NC Member
- HCC Small Business Center Advisory Board Member
- CreativeMornings Volunteer

Professional Experience

Haywood County Arts Council

Waynesville, NC

Executive Director

July 2015 - Present

- Actively promote HCAC's programs, mission, and goals to potential constituencies through all outlets available
- Manage volunteers and employees
- Serve as key liaison to community and regional leaders
- Coordinate fundraising and grant procurement
- Oversee North Carolina Arts Council subgrant programs
- Plan and administer budget
- Update website, manage social accounts, create newsletters, write press releases
- Coordinate annual programs and plan new initiatives

United Methodist Communications

Nashville, TN

Project Coordinator

Feb. 2012 - July 2015

- Coordinated media for simultaneous grant events, working with graphic designers, external clients and media buyers to ensure deadline compliance
- Wrote and edited copy for ads and articles promoting national volunteer events
- Maintained database of overall grant funds and paid media invoices
- Oversaw purchase orders and production of all promotional items
- Served on agency Social Media Team

Program and Event Project Assistant

Mar. 2011 - Feb. 2012

- Provided daily logistical support for grant events, including media tracking assistance, file management and producing meeting minutes
- Paid departmental invoices and helped maintain records
- Developed case studies based on event results and media performance for distribution to clients

RECREATION COMMISSION

4 VACANCIES

4 APPLICANTS

Amie Owens

From: Paul Claytor <pmclaytor@hotmail.com>
Sent: Sunday, June 04, 2017 2:10 PM
To: Amie Owens; Rhett Langston
Subject: Fw: Board Appointment - Michelle Claytor

Hello Amie,

I'm writing to let you know that I would be honored to continue my appointment on the Waynesville Recreation Advisory Board for two more years. Please let me know if there's anything else you need from me.

Thank you
Michelle Claytor

Amie Owens

From: Dan Schultz <danwnc@gmail.com>
Sent: Tuesday, May 30, 2017 9:27 AM
To: Amie Owens
Cc: Rhett Langston
Subject: continuing on the Parks/Rec Board

Hi Amie,

Got your letter on Saturday and want to let you know I would like to continue serving on the Waynesville Parks and Rec Board.

Dan

Dan Schultz, LCSW
(828) 246-8800

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME Kim Gardner
STREET ADDRESS 204 Oakdale Road, Waynesville
MAILING ADDRESS _____
PHONE 828-476-0330
E-MAIL kingardner.wnc@gmail.com

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|--|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input checked="" type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I have children, as well as work with senior. I recognize the importance of being active for life and better health.

I have experience/expertise in the following areas and/or have served on the following board or commission: Haywood Co. Prescription Drug Task Force; Adult Care Home Committee, WNC Falls Prevention Coalition; Triad, Elder Abuse Awareness Walk Committee

I feel that I can contribute the following to this board or commission: With children in the home, and through my work with seniors, I see the activity needs of all ages. I bring a varied view of needs.

Tell us about yourself and your background: I'm originally from Florida and chose Waynesville as my new hometown. I was attracted by all the recreation opportunities, as well as the gem - Rec Center. With an active family, I would love to work with my fellow residents on the board to keep + improve our recreation opportunities.

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Kim Gardner 7/10/17
Signature Date

Upon appointment to a Board/Committee, the information contained herein becomes a matter of public record per NCGS 132-1.

- Return Application to Town Clerk's Office -

WAYNESVILLE HOUSING AUTHORITY

1 VACANCY

2 APPLICANTS

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME Ronald R. Moody, Sr.

STREET ADDRESS 395 Boyd Ave Apt 304 Waynesville, NC 28786-4282

MAILING ADDRESS (SAME)

PHONE 828-550-5644 Home 828-316-7042 Cell W/Texting

E-MAIL _____

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input checked="" type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I feel that as a long-time resident of public housing, I understand the concerns of other public housing residents and would be an asset to other board members in making decisions about their welfare.

I have experience/expertise in the following areas and/or have served on the following board or commission: As a long-time member of NJ & NC National Guard I served on several decision making panels & boards. As a Non-Commissioned Officer became proficient at sound decision making.

I feel that I can contribute the following to this board or commission While working @ Braughton (Mental) Hospital for 14 yrs. I served on treatment plan panels w/other health-care pro"s. making decisions about the treatment of patients and their welfare.

Tell us about yourself and your background: I have a (USAFI) highschool diploma. Certified Mental Health Care Nursing Asst. (CNA), Certified Public Affairs Representative(NCARNG). Veteran of 5 yrs. Active Duty in the US Army. Attained rank of Staff Sgt. E-5 (NCO). And aprox. 7 yrs. NJ & NC Nat. Guard. Trained in Merchandising Management, worked in

SEE BACK OF PAGE

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Ronald R. Moody, Sr.
Signature Ronald R. Moody, Sr.

02/22/2017
Date

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- Return Application to Town Clerk's Office -

APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS

NAME TOM SHAW
STREET ADDRESS 66 CHURCH ST. APT 210
MAILING ADDRESS PO BOX 1553 28786-1553
PHONE 828-356-4572
E-MAIL shaw-ht@hotmail.com

Please consider me for appointment to the following board(s) or commission(s):

| | |
|---|---|
| <input type="checkbox"/> Alcoholic Beverage Control Board | <input type="checkbox"/> Planning Board |
| <input type="checkbox"/> Community Action Forum | <input type="checkbox"/> Public Art Commission |
| <input type="checkbox"/> Board of Adjustment | <input type="checkbox"/> Recreation & Parks Advisory Commission |
| <input type="checkbox"/> Firemen's Relief Fund Board | <input checked="" type="checkbox"/> Waynesville Housing Authority |
| <input type="checkbox"/> Historic Preservation Commission | |

I am interested in serving on this board or commission because: I WAS A CONSULTANT
IN THE DEVELOPING OF AFFORDABLE HOUSING

I have experience/expertise in the following areas and/or have served on the following board or commission: SC AFFORDABLE HOUSING COALITION (2 TERM

CHAIR OF PUBLIC POLICY COMMITTEE & OFFICER - BOARD
SECRETARY; WAYNESVILLE HISTORIC PRESERVATION
BOARD OF REVIEW

I feel that I can contribute the following to this board or commission I HAVE MANY
YEARS OF EXPERIENCE IN THE FIELD & WORKED
CLOSELY W/ THE SC STATE HOUSING AGENCY &
W/ THE SC DEPT/ FEDERAL HOUSING PROGRAMS (HUD/USDA)

Tell us about yourself and your background: I AM AN URBAN AND
REGIONAL PLANNER (PLANNER IV); ARCHITECTURAL
HISTORIAN; I RAN A CONSULTING BUSINESS SPECIALIZING
IN THE DEVELOPMENT OF AFFORDABLE HOUSING

If a vacancy exists and I qualify for appointment, I will be contacted for my permission to the appointment. If I am chosen, I will faithfully execute my duty on the selected board or commission.

Tom Shaw 5/19/17
Signature Date

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- Return Application to Town Clerk's Office -

H. Thomas Shaw

828-356-4572 » shaw_ht@hotmail.com

Skills & Expertise

- Care Giving for the Elderly & Disabled
- Program & Project Management
- Small Business Development
- Economic & Community Development
- Historic Preservation
- Quality Improvement
- Cartography
- Home Repair/Carpentry

Employment History

Private-duty caregiver >> January 1, 2017 through present

Administered through the Land of Sky Regional Council, Western Project C.A.R.E. (Caregiver Alternatives to Running on Empty)

- My duties include light housework the client awarded grant funds through the Western Project C.A.R.E. is unable to perform because of their disability (such as laundry, cleaning the bathroom and floors, lifting objects too heavy for the client, assisting with medications, and medical procedures such as oxygen machines, nebulizers, accompanying the client for grocery shopping & doctor's visits, food preparation, ect.)

Asheville Area Arts Council » 2015-2016

Program Manager – Artist Business Brainstorming Sessions and Kids Tixx Program

- Paired successful business professionals with artists to improve the business skills of the artists
- Managed national study to track the economic impact of the arts on local economy (Buncombe County)

Solutions for Sensible Development » 2000-2005

Founder, Principal and Sole Proprietor

- Consulted in affordable housing development, environmental planning, sustainable land development ordinances, performance zoning codes, historic preservation, economic and community development, and small business development

Clemson University » 2002-2004

Sustainability Institute - Institute for Economic and Community Development

Economic and Community Development Specialist

- Coordinated interagency group to encourage cooperation and collaboration in economic and community development

Benchmark, Inc. Local Government Planning Services » 1998-2000

Planner IV - Historic Preservation Specialist

- Authored land development regulations and zoning ordinances, comprehensive plans, historic preservation

South Carolina Department of Archives and History » 1985-1998

Branch Supervisor

State Historic Preservation Office

National Register of Historic Places, Cultural Resources Survey, and Local Government Services

- Staff Representative for Historic Preservation to the South Carolina State Mapping Advisory Committee
- National Register State Board of Review
- South Carolina African American Heritage Commission

Volunteer Experience

Appalachian Mountain Community Health Centers
Board Member - Current

The Affordable Housing Coalition of South Carolina
Secretary and Public Policy Committee Chair

Waynesville (NC) Historic Preservation Commission
Board Member

Friends of South Carolina
Vice-President

Educational Background

MA in Applied Art History - University of South Carolina with concentrations in Architectural History, Historic Preservation, and Museum Studies

MS in Geography - University of South Carolina with concentrations in Urban and Cultural Geography, and Cartography

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: July 25, 2017

SUBJECT: Request approval of Forest Stewards annual contract for FY 2017-18

AGENDA INFORMATION:

Agenda Location: Manager's Report
Item Number: 8-E
Department: Administrative Services
Contact: Rob Hites, Town Manager
Presenter: Rob Hites, Town Manager

BRIEF SUMMARY: Forest Stewards has been providing forest management services to the Town for a number of years. Among its tasks are to conduct surface water quality samples. Control non native plant species, implement crop tree release treatments in areas that were harvested in the 1980s, maintain biophysical and geospatial databases for the watershed and conduct Town meetings with the public regarding the management of the watershed.

MOTION FOR CONSIDERATION: To approve the annual Forest Stewards contract for FY 2017-2018, as presented.

FUNDING SOURCE/IMPACT: Four payments of \$10,000 each commencing on July 1, 2017, total \$40,000.

ATTACHMENTS: Proposed Contract

MANAGER'S COMMENTS AND RECOMMENDATIONS: Forest Services works with the Town staff to monitor the watershed and keeps an eye out for numerous ecological issues within the property. They offer expertise in an area that municipal staffs are not well acquainted.

Forest Stewards, Inc.
SERVICES AGREEMENT
(2017-2018)

THIS SERVICES AGREEMENT (the "Agreement") is made between **Forest Stewards, Inc.**, a North Carolina nonprofit corporation ("Forest Stewards"), and **Waynesville, NC** ("Client").

RECITALS

WHEREAS, Forest Stewards provides a variety of services related to sustainable forest management in the southern Appalachian Mountains; and

WHEREAS, Client desires to engage the services of Forest Stewards.

NOW, THEREFORE, in consideration of the terms, conditions, and mutual covenants hereinafter set forth, the parties agree as follows:

TERMS

1.0 Obligations of Forest Stewards.

1.1 Forest Stewards agrees to perform the following tasks in the Waynesville Watershed:

- a. *Monitor surface water quality***
 - i. *Continue collecting and summarizing surface water quality data within the Waynesville watershed, and to assess stewardship impacts on water quality where possible.***
- b. *Continue to controlling non-native invasive plant populations occurring in white pine thinning unit, and other areas throughout the watershed property.***
 - i. *Implement non-native plant control methods in selected areas in a manner consistent with time and resources available.***
- c. *Continue activities to facilitate implementation of the stewardship treatment proposed for the Old Bald/Steestachee watershed unit.***
- d. *Implement crop tree release treatments in selected areas that were harvested in the 1980's.***
- e. *Address additional forest management concerns and opportunities as needed to continue implementation of the 2008 management plan.***
- f. *Participate in town meetings and update town officials and the public as needed.***
- g. *Continue to maintain biophysical and geospatial databases for the watershed, and create maps and data summaries as requested.***

2.0 Period of Performance: July 1, 2017 through June 30, 2018

3.0 Compensation.

3.1 It is agreed that the total compensation to Forest Stewards for services performed under this Agreement shall be **forty thousand dollars (\$40,000.00).**

3.2 Payment shall be made according to the following schedule:

\$10,000 will be due on July 1, 2017
\$10,000 will be due on September 1, 2017
\$10,000 will be due on January 1, 2018
\$10,000 will be due on May 1, 2018

3.3 Payment shall be made by Client to Forest Stewards and mailed to the following address:

Forest Stewards, Inc.
331 Stillwell Building
Western Carolina University
Cullowhee, NC 28723

3.4 The tax identification number of Forest Stewards, Inc. is: 26-2624364

4.0 Termination.

4.1 In the event that either party shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending notice of termination in writing to the other party to such effect, and such termination shall be effective as of the date of the receipt of such notice.

4.2 Termination of this Agreement by either party for any reason shall not affect the rights and obligations of the parties accrued prior to the effective date of termination of this Agreement.

5.0 Dissemination of results.

5.1 Client acknowledges that Forest Stewards is an associated entity of Western Carolina University (WCU), and that certain findings and results of this project may be publishable or otherwise be made available to the public. Client agrees that WCU researchers and others engaged in the project shall be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, or dissertations, or otherwise of their own choosing.

6.0 Insurance.

6.1 At all times during the term of this Agreement, Forest Stewards shall obtain and maintain in full force and effect: (a) worker's compensation insurance, and (b) comprehensive general liability insurance, in amounts of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the annual aggregate, in connection with the Project and services described in this Agreement. Certificates of insurance evidencing such insurance coverages will be provided to Client upon reasonable request. Forest Stewards shall give five (5) day's written notice to Client of the termination or cancellation of any such policies of insurance.

7.0 Independent Contractors.

7.1 In the performance of all services hereunder, Forest Stewards shall be deemed to be and shall be an independent contractor and, as such, Forest Stewards shall not be entitled to any benefits applicable to employees of Client. Neither party is authorized or empowered to act as agent for the other for any purpose and shall not on behalf of the other enter into any contract, warranty, or representation as to any matter. Neither shall be bound by the acts or conduct of the other.

8.0 Hazardous Materials and Other Dangers.

8.1 Client shall notify Forest Stewards in writing before any work is performed of all known hazardous materials, hazardous conditions, and any other safety risks existing on the property that is the subject of this Agreement. Client shall indemnify, protect, defend, and hold harmless Forest Stewards and its directors, officers, agents, employees, representatives, and assigns from and against any and all claims, demands, suits, and causes of action and any and all liabilities, costs, damages, expenses, and judgments incurred that relate to or arise out of the Client's failure or refusal to notify Forest Stewards of known hazardous materials or conditions pursuant to this Paragraph 8.

9.0 Miscellaneous Terms.

9.1 Assignment. Neither party may assign any of its rights or delegate any of its obligations hereunder without first obtaining the prior written consent of the other party hereto. This Agreement inures to the benefit of, and is binding upon, the successors and permitted assigns of the parties hereto.

9.2 Binding Effect. Subject to the provisions of this Agreement relating to transferability, this Agreement will be binding upon and inure to the benefit of the parties and their respective successors, heirs, legal representatives, and assigns.

9.3 Entire Agreement/Amendments. This Agreement contains the entire understanding between the parties hereto and supersedes any and all prior agreements, understandings, and arrangements between the parties relating to the subject matter hereof. No amendment, change, modification or alteration of the terms

and conditions hereof shall be binding unless evidenced by a writing signed by the parties hereto.

9.4 Force Majeure. No party to this Agreement shall be liable for failure to perform any duty or obligation that said party may have under this Agreement where such failure has been occasioned by any act of God, fire, strike, unavoidable accident, natural disaster, epidemic or pandemic, war or any cause outside the reasonable control of the party who had the duty to perform.

9.5 Governing Law and Venue. This Agreement and the rights and obligations of the parties hereunder shall in all respects be governed by the substantive law of the State of North Carolina, including all matters of construction, validity and performance. This provision shall survive the term of the Agreement. The parties hereto agree that the venue of any lawsuit filed in connection with this Agreement shall be Jackson County, North Carolina.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the date last hereinafter written.

Client

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Forest Stewards, Inc

By: _____
Peter C. Bates

Title: President, Board of Directors

Date: _____

By: _____

Title: _____

Date: _____

Merger/Regionalization Feasibility Grant Priority Rating System Guidance

This guidance aids the applicant in understanding and implementing the Merger/Regionalization Feasibility Grant Priority Rating System (rating system). **Use this guidance only for projects seeking funding through the Merger/Regionalization Feasibility Grant.** For any other funding program, please use the guidance appropriate for that particular program.

The goal of a merger/regionalization feasibility grant is to allow a utility to identify and then work with potential partner utilities to investigate the challenges, benefits, and implications for both utilities to potentially merge, in part or in whole, or regionalize. Applicants may already have existing cooperation agreements. Also, multiple utilities may intend to jointly cooperate with the applicant. The Division structured the rating system to give higher priority to applications that demonstrate the potential for a successful project in the future, beyond this study.

Each application earns priority points for the Technical, Organizational, and Affordability status of the applicant. The Division has structured the rating system to prioritize the applications that in general have fewer connections, more compliance issues, smaller staffs, greater financial barriers, or any combination of the above that may hinder system viability and the ability to self-fund or conduct a feasibility study. Thus, some points will be awarded by comparing applications received that round, and some points will be awarded based on the inherent LGU indicators of the applicant. For applications that serve multiple areas, a weighted average of indicators will be used to determine the service area values.

Submittal Requirements

If an applicant desires to do a merger/regionalization feasibility study on both the water system and the sewer system, two applications must be submitted.

- The completed application must include the application forms, LGC-108A&C forms, Fund Transfer Certifications, the narrative, resolution, and supporting documentation. **Do not submit a completed rating system point sheet.**
- A Rating System Narrative along with supporting documentation as required by this guidance must be submitted with the funding application. The General discussion questions will be used as background information in order to determine the existing condition of the applicant. Questions in Categories 1, 2, and 3 will be used for scoring purposes.

Priority Rating System Narrative

| | |
|------------|-----------------------|
| | General Discussion |
| Category 1 | Technical Status |
| Category 2 | Organizational Status |
| Category 3 | Affordability |

The narrative must be consistent with information in the Division Application, LGC forms, and other supporting information.

- All supporting documentation to determine priority points must be submitted with the funding application. Please ensure that submittals provide clear information needed to determine points. Additional information will not be requested. Points will be determined based solely on the information submitted.
- An Acknowledgement Letter from each of the partnering utilities must also be submitted with the funding application. A partnering utility is defined as a utility that will be included in the options considered in the study. The letters will define the level of cooperation required to complete a successful Merger/Regionalization Feasibility Study. The letters must be signed by the elected official or authorized representative if authorized by resolution. The letters must acknowledge the applicant has applied for funding for a feasibility study and the partnering utility commits to cooperating in the study. The letters do not commit the partnering utilities to act on the findings of the study.

Example language:

The [Partnering system] acknowledges the [applying system's] request to participate in a merger/regionalization feasibility study. By submittal of this letter, we commit our willingness to cooperate to the extent necessary to perform a merger/regionalization feasibility study for the purposes of ensuring the viability of all systems involved. Our collaboration in this study does not bind us to act on the recommendations of the study.

Merger/Regionalization Feasibility Narrative Guidance

General Discussion

This section is for discussing the top three (3) challenges the applicant faces in the next five (5) years and how the proposed merger/regionalization feasibility study will help address these challenges. Narrative responses must be consistent with the applicant's Local Water Supply Plan, Water System Management Plan, I/I and other study results, various withdrawal/discharge permits, and internal control policies, as applicable. Additionally, list the potential partnering system(s).

Previous Studies

1. *Has the feasibility of a merger or regionalization been studied before? What have been the barriers to either conducting a feasibility study or to implementing the recommendations from any previous studies? If a study was previously done, how will this study differ?*

If the applicant has participated in a previous study, describe the study's goals and intent, levels of commitment, areas of cooperation, and reason(s) for its success or failure. The narrative must also include a discussion of the trade-offs and alternatives considered by the previous study, specifically those relating to costs, operational changes, and organizational structure. Additionally, describe how this study will differ from past studies.

If the applicant has not participated in a previous study, discuss whether such a study has been previously considered, and the barriers which inhibited the study from proceeding. Reasons for the previous lack of consideration for a study may include, and are not limited to, unwillingness to

potentially eliminate existing positions, inability to agree internally on the study's goals, and financial barriers inhibiting the hiring of an experienced professional.

Benefit to the Applicant

2. *Describe the benefit to the local government of receiving a Merger/Regionalization Feasibility grant, including the current challenges facing the applicant and potential partners, and why merging or regionalizing might help resolve the challenges. Specifically address the systems' technical, organizational, and financial situations, including:*
 - *Physical assets such as treatment/supply components, distribution/collection systems, storage facilities, etc.*
 - *Sources of drinking water or wastewater disposal/utilization.*
 - *Treatment, discharge, supply, and demand capacities.*
 - *The current level of asset management and capital improvement planning.*

Discuss the challenges facing the applicant on a daily, monthly, and annual basis, and how those challenges affect the utility's physical assets, drinking water/wastewater sources, capacities, and long-term goals. Additionally, discuss how and merger or regionalization may resolve these challenges, specifically consider the perceived strength and weaknesses of the applicant and partnering systems.

Lastly, describe any additional information related to the benefits of a merger/regionalization feasibility study that have not been previously mentioned, such as issues in LGC Unit Letters from more than three (3) years ago, year-to-year trends in the operating ratio, etc.

Category 1 – Technical Status

Applications earn Technical Status points by documenting the existing operational situation of the applicant. The narrative must discuss and document existing technical challenges which affect system viability.

Compliance History

1. *Describe any ongoing environmental protection and public health issues, such as impaired watersheds, contaminated sources, failing infrastructure, etc. (Line Item 1.A)*

Discuss whether existing violations are acute or ongoing, the extent to which the violations impact the utility's normal operations, the actions taken to address existing violations, and the potential for future violations. Provide documentation of the enforcement action (NOV, AO, etc.), a brief summary of the applicable regulation and its citation, and whether the underlying violation was addressed and if so, how and when.

Points earned for this line item will be based on a comparison of the other applications submitted during that funding round. Applications that document the most severe violations will receive three points for this line item, applications that document fewer and less severe violations will receive either one or two points, and applications with no violations will receive zero points.

Proximity and Past Collaboration

2. *Discuss whether systems adjacent to the applicant appear to have adequate unallocated capacity to accommodate the applying system's needs. (Line Item 1.B)*

Discuss the applicant's proximity to potential partners who appear to have adequate unallocated capacity to expand and interconnect. Using existing Local Water Supply Plans, Water System Management Plans, and discharge/withdrawal permits, discuss the supply and treatment capacity needs of the applicant. Provide a map which includes sufficient labels of geographical references and is at a readable scale.

3. *Have the applicant and partner system(s) previously collaborated on utility or other issues, either on a project basis or for ongoing management? If so, describe the reasons, achievements, and benefits of the collaboration for both the applicant and partner system(s). (Line Item 1.B)*

Past collaboration may be an indicator of future collaboration, so the Division structure the rating system to prioritize applications that document past collaboration above those that do not. Past collaboration is not limited to utility-utility collaboration, for example past land development, joint permitting and planning, and service-sharing activities should all be documented here. Additionally, discuss the goals and outcomes of the collaborative efforts.

Points earned for this line item will be based on a comparison of the other applications submitted during that funding round. The application narrative must document proximity to systems with adequate unallocated capacity to expand (per NCGS 130A-317(g)) as well as any previous collaborations with a partnering system. Three points will be awarded to applications that document the closest proximity to a partner utility with adequate capacity to expand and where the applicant and partner utilities have previously collaborated in any activity, zero points will be awarded for applications that show neither of these, and applications with a combination of no proximity but previous collaboration, and vice versa, will be awarded either one or two points.

Example Narrative for Line Item 1.B. – Proximity

Anywhere Water and Sewer Authority regularly exceeds 90% of their permitted WWTP capacity during peak flow. The attached map shows the proximity of Anywhere's service area to Here County's WWTP. The attached map also shows the extent of the City of Somewhere's collection system and its close proximity to Anywhere's. Copies of the following are included:

- Map showing Anywhere, Somewhere, and Here County's WWTP; collection lines for Anywhere and Somewhere are shown in green.

Example Narrative for Line Item 1.B –Past Collaboration

In 2009, The Town of Anywhere Water System (PWSID No. NC9902999) partnered with Here County Water and Sewer District (PWSID No. NC9902888) to study the feasibility of merging both utilities' maintenance operations. The Town of Anywhere has experienced population decline due to the closing of the local meat packing plant in 2007, the largest employer in the Town. The study looked at several methods to reduce the Town's expenses which were steadily increasing due to aging infrastructure while the number of connections had decreased over a short period of time. An agreement for Here County to provide all maintenance of the Town's distribution lines was drafted and passed by both the Town and County's boards. The agreement included...

Category 2 – Organizational Status

Applications earn Organizational Status points by documenting the applicant's existing organizational structure and challenges facing the organizational operation of the utility.

Size and Capabilities

1. *Describe the organizational structure of the applicant, including the number, roles, and responsibilities of the utility and finance staff as well as elected officials, and existing management contracts if applicable. (Line Item 2.A)*

Discuss the applicant's organization size, structure, and responsibilities of each group within the utility and how those responsibilities are carried out. Describe the organizational characteristics with respect to hiring and personnel policies, management contracts, formal job descriptions, and other plans and policies that delineate the responsibilities within the utility.

2. *Describe any known challenges the utility is experiencing related to operations of the utility such as treatment complexities, water loss, inflow/infiltration, billing, excessive debt, excessive expenses compared to revenue, loss of large water or sewer accounts, etc. (Line Item 2.A)*

Considering the human and financial resources available to the utility, discuss the regular and acute operational challenges with respect to enforcing existing policies from a financial and legal (not technical) perspective. Describe the decision-making process when faced with multiple priorities, such as rate setting practices and capital improvement planning, asset management and maintenance policies, etc.

LGC Unit Letter

3. *Has the applicant received a Local Government Commission unit letter within the last three (3) years? If so, discuss the issues presented in the letter, and how the applicant addressed the issues. (Line Item 2.B)*

Unit Letters may be issued for various reasons including internal control issues, failing to submit financial audits, and a variety of other factors that affect the utility's enterprise funds. Provide a copy of the Unit Letter, and discuss whether or not action has been taken to address the issues in the letter.

Points for this line item will be awarded to applications that document having received an LGC Unit Letter within the last three years. Three points will be awarded for proper documentation and discussion of the issues contained in the letter.

Operating Ratio – Line Item 2.C

Calculate the Operating Ratio using the formula below and include the calculation in the narrative.

$$\text{Operating Ratio} = \frac{\text{Operating Revenue}}{(\text{Total Expenditures} + \text{Debt Principal} + \text{Interest} + \text{Capital Outlay})}$$

Calculation Notes

- In the narrative and calculations, use the same values entered in Form LGC-108C.
- Do not include “Non-operating Revenues” in the numerator.
- Do not include any future revenues.
- Present “Total Expenditures” from Page 1 of Form LGC-108C.
- Present “Debt Principal”, “Interest”, and “Capital Outlay” from Page 2 of Form LGC-108C; “Capital Outlay is defined as funded from the enterprise fund.”
- Report the Operating Ratio to two decimal points.

Category 3 – Affordability

Current Rate – Line Item 3.A – points will be awarded based on the current monthly utility rate at 5,000 gallons provided on the application form for in-town rates. The Division has determined that the median rate in NC for 5,000 gallons of water or sewer is \$33/month for in-town rates.

- Less than or equal to \$33/month = 0 points
- More than \$33/month and less than or equal to \$47/month = 2 points
- Greater than \$47/month = 4 points

Local Government Unit Indicators – Line Item 3.B – points will be awarded based on the Local Government Unit (LGU) indicators provided on the application form and how these indicators compare with the state benchmarks. For systems that serve multiple local government units, a weighted average of indicators will be used.

- Percent population change
- Poverty rate
- Median household income
- Unemployment
- Property valuation per capita

| Merger/Regionalization Feasibility Grant Priority Rating System | | |
|---|--|---------------|
| Line Item # | Category | Points |
| 1. | Technical Status | |
| 1.A | Compliance History <i>(Note: applicants with more severe issues receive more points)</i> | 0, 1, 2, or 3 |
| 1.B | Proximity and Past Collaboration <i>(Note: higher priority for applicants in proximity to other systems and/or with past collaboration)</i> | 0, 1, 2, or 3 |
| 2. | Organizational Status | |
| 2.A | Size and Capabilities <i>(Note: smaller and less capable applicants receive more points)</i> | 0, 1, or 2 |
| 2.B | LGC Unit Letter <i>(Note: points if the LGU has received an LGC Unit Letter)</i> | 3 |
| 2.C | Operating Ratio < 1.00 | 1 |
| 3. | Affordability | |
| 3.A | Affordability Criteria rate and debt/connection-related information once determined (see table below) <i>(Note: highest priority for high rates and high debt/connection)</i> | 0, 2, or 4 |
| 3.B | Local Government Unit (LGU) Indicators (see below) | |
| 3.B.1 | 3 out of 5 LGU indicators are worse than the state benchmark OR | 0 |
| 3.B.2 | 4 out of 5 LGU indicators are worse than the state benchmark OR | 2 |
| 3.B.3 | 5 out of 5 LGU indicators are worse than the state benchmark | 4 |
| | Total Points | 20 Max |

Resolution in Support of the Grant to Study Water Supply in Haywood County

WHEREAS, Haywood County, a body politic, the Towns of Canton, Clyde, Maggie Valley and Waynesville and the service districts of Junaluska Sanitary District and Maggie Valley Sanitary District wish to apply for a grant through the NCDEQ to study Regionalization Partnerships; and

WHEREAS, Haywood County does not operate a water system, but has an interest to establish Inter-local partnerships to benefit the citizens of Haywood County; and

WHEREAS, the Towns of Canton and Waynesville have independent water production facilities serving the respective towns and selling water to other municipal or sanitary districts; and

WHEREAS, the Town of Clyde buys water and sewer services from the Town of Canton; and

WHEREAS, the Maggie Valley Sanitary District operates an independent water production facility serving the town of Maggie Valley and other customers outside municipal boundaries; and

WHEREAS, Junaluska Sanitary District purchases water and sewer services from the Town of Waynesville and operates distribution and collection services outside municipal boundaries; and

WHEREAS, Districts may need to secure water in the event of a failure or other emergency circumstances from another District; and

WHEREAS, Western North Carolina has experienced several exceptional drought conditions during the past 20 years leading to the creation of certain water restrictions within the districts; and

WHEREAS, Haywood County needs to develop response plans in case of drought or other emergency circumstances; and

WHEREAS, the governing bodies are committed to plan for the long term sustainability of the County's water supply.

NOW, THEREFORE, the governing bodies of the parties hereto have determined that in the interest of public health and welfare of Haywood County to commit their wiliness to participate in a "Merger/Regionalization Feasibility Study" for the purpose of ensuring the viability of all systems involved with the understanding the study does not bind the parties to act on the recommendations of the study.

JW "Kirk" Kirkpatrick, Chairman
Haywood County Board of Commissioners

Jerry Walker, Mayor Town of Clyde

Mike Ray, Mayor Town of Canton

Saralyn Price, Mayor Maggie Valley

Gary Caldwell, Mayor Pro Tem Town of Waynesville

Jim Francis, Chairman Junaluska Sanitary District

Jason Moody, Chairman Maggie Valley Sanitary District

OFFER TO PURCHASE AND CONTRACT - VACANT LOT/LAND

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. **TERMS AND DEFINITIONS:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **"Seller":** Estate of Lois P. Queen (deceased) by Frank G. Queen, Executor; Frank G Queen (single); George P. Queen (single); Sara M. ("Buffy") Queen (single); James R. Queen, Jr. and wife, Sara Jo L. Queen. Sara Jo L. Queen joins in this contract and the deed of conveyance of the property as the spouse of James R. Queen, Jr. in order to subject her marital interest in the property to the terms of the transaction and without joining in any of the warranties or representations of this Contract or the deed of conveyance.

(b) **"Buyer":** Town of Waynesville, a North Carolina municipal corporation

(c) **"Property":** Vacant tract of approximately 1.701 acres, shown on the survey of J. Randy Herron, PLS, recorded in Plat Cabinet C, Slot 4341, together with the 35' wide easement for access and utility purposes across the 1.114 acre tract shown on the recorded plat.

The PIN/PID or other identification number of the Property is: **8605-96-4742**
Some or all of the Property may be described in Deed Book **463** at Page **369**

(d) **"Purchase Price":**

\$ **20,000.00**

\$ **10.00**

\$ **19,990.00**

paid in U.S. Dollars upon the following terms:

Earnest Money Deposit, the receipt and sufficiency of which is acknowledged by Sellers

BALANCE of the Purchase Price in cash at Settlement

(e) **"Earnest Money Deposit":** Does Not Apply.

(f) **"Escrow Agent":** Does Not Apply

(g) **"Effective Date":** The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) **"Due Diligence":** Buyer's opportunity during the Due Diligence Period to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 2 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) **"Due Diligence Fee":** Does Not Apply.

(j) **"Due Diligence Period":** The period beginning on the Effective Date and extending through 5:00 p.m. on **120 days from Effective Date** *TIME BEING OF THE ESSENCE* with regard to said date.

(k) **"Settlement":** The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) **"Settlement Date":** The parties agree that Settlement will take place on **120 days from Effective Date** (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

(m) **"Closing":** The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance

Buyer Initials _____ Seller Initials _____

with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 10 (Delay in Settlement/Closing).

(n) **“Special Assessments”**: A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners’ association in addition to any regular assessment (dues), either of which may be a lien against the Property. A Special Assessment may be either proposed or confirmed.

“Proposed Special Assessment”: A Special Assessment that is under formal consideration but which has not been approved prior to Settlement.

“Confirmed Special Assessment”: A Special Assessment that has been approved prior to Settlement whether or not it is fully payable at time of Settlement.

2. **BUYER’S DUE DILIGENCE PROCESS:**

(a) **Loan**: During the Due Diligence Period, Buyer, at Buyer’s expense, shall be entitled to pursue qualification for and approval of the Loan if any.

(b) **Property Investigation**: During the Due Diligence Period, Buyer or Buyer’s agents or representatives, at Buyer’s expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:

- (i) **Soil And Environmental**: Reports to determine whether the soil is suitable for Buyer’s intended use and whether there is any environmental contamination, law, rule or regulation that may prohibit, restrict or limit Buyer’s intended use.
- (ii) **Septic/Sewer System**: Any applicable investigation(s) to determine: (1) the condition of an existing sewage system, (2) the costs and expenses to install a sewage system approved by an existing Improvement Permit, (3) the availability and expense to connect to a public or community sewer system, and/or (4) whether an Improvement Permit or written evaluation may be obtained from the County Health Department for a suitable ground absorption sewage system.
- (iii) **Water**: Any applicable investigation(s) to determine: (1) the condition of an existing private drinking water well, (2) the costs and expenses to install a private drinking water well approved by an existing Construction Permit, (3) the availability, costs and expenses to connect to a public or community water system, or a shared private well, and/or (4) whether a Construction Permit may be obtained from the County Health Department for a private drinking water well.
- (iv) **Review of Documents**: Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners’ association and/or subdivision. If the Property is subject to regulation by an owners’ association, it is recommended that Buyer review the completed Owners’ Association And Addendum (Standard Form 2A12-T) provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners’ association or its management company charges fees for providing information required by Buyer’s lender or confirming restrictive covenant compliance.
- (v) **Appraisals**: An appraisal of the Property
- (vi) **Survey**: A survey to determine whether the property is suitable for Buyer’s intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
- (vii) **Zoning and Governmental Regulation**: Investigation of current or proposed zoning or other governmental regulation that may affect Buyer’s intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
- (viii) **Flood Hazard**: Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan.
- (ix) **Utilities and Access**: Availability, quality, and obligations for maintenance of utilities including electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
- (x) **Streets/Roads**: Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.

(c) **Buyer’s Obligation to Repair Damage**: Buyer shall, at Buyer’s expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer’s agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices applicable to any N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.

(d) **Indemnity**: Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer’s agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the

Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.

(e) **Buyer's Right to Terminate:** Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), **TIME BEING OF THE ESSENCE**. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall be refunded to Buyer.

(f) **CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.**

3. BUYER REPRESENTATIONS:

(a) **Loan:** Buyer does not have to obtain a new loan in order to purchase the Property.

(b) **Other Property:** Buyer does not have to sell or lease other real property in order to qualify for a new loan or to complete purchase.

(c) **Performance of Buyer's Financial Obligations:** To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

4. BUYER OBLIGATIONS:

(a) **Responsibility for Proposed Special Assessments:** Buyer shall take title subject to all Proposed Special Assessments.

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer, including charges by an owners association and/or management company as agent of an owners' association for providing information required by Buyer's lender,
- (ii) charges required by an owners' association declaration to be paid by Buyer for Buyer's future use and enjoyment of the Property, including, without limitation, working capital contributions, membership fees, or charges for Buyer's use of the common elements and/or services provided to Buyer, such as "move-in fees";
- (iii) determining restrictive covenant compliance;
- (iv) appraisal,
- (v) title search,
- (vi) title insurance,
- (vii) recording the deed, and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

5. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller has owned the Property for at least one year.

(b) **Assessments:** To the best of Seller's knowledge there are no Proposed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

Seller warrants that there are no Confirmed Special Assessments except as follows (Insert "None" or the identification of such assessments, if any): None.

(c) **Owners' Association(s) and Dues:** To best of Seller's knowledge, ownership of the Property does not subject Buyer to regulation by one or more owners' association(s) and governing documents.

(d) **Sewage System Permit:** Not Applicable

(e) **Private Drinking Water Well Permit:** Not Applicable

6. SELLER OBLIGATIONS:

(a) **Evidence of Title and Payoff Statement(s):** Seller agrees to use best efforts to deliver to Buyer as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title

Buyer Initials _____ Seller Initials _____

insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property. Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(b) **Authorization to Disclose Information:** Seller authorizes: (1) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (2) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to Buyer and both Buyer's and Seller's agents and attorneys, and (3) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) **Access to Property/Walk-Through Inspection:** Seller shall provide reasonable access to the Property (including working, existing utilities) through the earlier of Closing or possession by Buyer, including, but not limited to, allowing the Buyer an opportunity to conduct a final walk-through inspection of the Property. To the extent applicable, Seller shall also be responsible for timely clearing that portion of the Property required by the County to perform tests, inspections and/or evaluations to determine the suitability of the Property for a sewage system and/or private drinking water well.

(d) **Removal of Seller's Property:** Seller shall remove from the Property, by the date possession is delivered, (i) all personal property which is not a part of the purchase and (ii) unless otherwise agreed, all garbage and debris.

(e) **Affidavit And Indemnification Agreement:** Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) **Designation of Lien Agent, Payment and Satisfaction of Liens:** If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) **Good Title, Legal Access:** Seller shall execute and deliver a GENERAL WARRANTY DEED for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(h) **Deed, Taxes, and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: **Buyer, or as it shall designate**

(i) **Agreement to Pay Buyer Expenses:** Does Not Apply

(j) **Owners' Association Fees/Charges:** Does Not Apply.

(k) **Payment of Confirmed Special Assessments:** Seller shall pay all Confirmed Special Assessments, if any, provided that the amount thereof can be reasonably determined or estimated.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Owners' Association Disclosure and Condominium Resale Statement Addendum:** Does Not Apply.

(n) **Seller's Failure to Comply or Breach:** If Seller fails to materially comply with any of Seller's obligations under this Paragraph 6 or Seller materially breaches this Contract, and Buyer elects to terminate this Contract as a result of such failure or breach, then the Earnest Money Deposit and the Due Diligence Fee shall be refunded to Buyer and Seller shall reimburse to Buyer the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence without affecting any other remedies. If

Buyer Initials _____ Seller Initials _____

legal proceedings are brought by Buyer against the Seller to recover the Earnest Money Deposit, the Due Diligence Fee and/or the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence, the prevailing party in the proceeding shall be entitled to recover from the non-prevailing party reasonable attorney fees and court costs incurred in connection with the proceeding.

7. PRORATIONS AND ADJUSTMENTS: Unless otherwise provided, the following items shall be prorated through the date of Settlement and either adjusted between the parties or paid at Settlement:

- (a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;
- (b) **Rents:** Rents, if any, for the Property;
- (c) **Dues:** Owners' association regular assessments (dues) and other like charges.

8. CONDITION OF PROPERTY AT CLOSING: Buyer's obligation to complete the transaction contemplated by this Contract shall be contingent upon the Property being in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted.

9. RISK OF LOSS: The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. If the improvements on the Property are destroyed or materially damaged prior to Closing, Buyer may terminate this Contract by written notice delivered to Seller or Seller's agent and the Earnest Money Deposit and any Due Diligence Fee shall be refunded to Buyer. In the event Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, any of Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property being purchased. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

10. DELAY IN SETTLEMENT/CLOSING: Absent agreement to the contrary in this Contract or any subsequent modification thereto, if a party is unable to complete Settlement by the Settlement Date but intends to complete the transaction and is acting in good faith and with reasonable diligence to proceed to Settlement ("Delaying Party"), and if the other party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") then the Delaying Party shall give as much notice as possible to the Non-Delaying Party and closing attorney and shall be entitled to a delay in Settlement. If the parties fail to complete Settlement and Closing within fourteen (14) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties) or to otherwise extend the Settlement Date by written agreement, then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

11. POSSESSION: Unless otherwise provided herein, possession, including all means of access to the Property (keys, codes, including security codes, gate openers, electronic devices, etc.) shall be delivered at Closing as defined in Paragraph 1(m). No alterations, excavations, tree or vegetation removal or other such activities may be done before possession is delivered

12. ADDENDA: The parties acknowledge that the closing of this transaction is contingent on the approval of the governing board of the Town of Waynesville. The Sellers agree to cooperate to the extent possible with the time limitations imposed by the status of the Buyer, and to that end will extend the Due Diligence Period and Settlement Date as necessary, provided that Buyer is continuing to diligently pursue the purchase at the time of the request for the extension of time.

13. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

14. TAX-DEFERRED EXCHANGE: In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Buyer and Seller shall execute such additional documents, including assignment of this Contract in connection therewith, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

15. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

16. SURVIVAL: If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

Buyer Initials _____ Seller Initials _____

17. **ENTIRE AGREEMENT:** This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

18. **CONDUCT OF TRANSACTION:** The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address, e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, any any fee, deposit of other payment to be delivered to a party herein, may be given to the party or to such party's agent. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

19. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

20. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: _____

Buyer: Town of Waynesville

Seller : _____

by: _____
Manager

Frank G. Queen, individually and as executor of the
estate of Lois P. Queen, Deceased

Seller: _____
George P. Queen

Name: _____
Sara M. ("Buffy") Queen

Name: _____
James R. Queen, Jr.

Name: _____
Sara Jo L. Queen

NOTICE INFORMATION

NOTE: INSERT THE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: _____

Buyer Fax#: _____

Buyer E-mail: _____

SELLER NOTICE ADDRESS:

Mailing Address: 154 N. Main Street, Ste 2, Waynesville NC 2
28786

Seller Fax#: (828) 707-9454

Seller E-mail: frank@queenmountainlaw.com

Buyer Initials _____ Seller Initials _____

Spencer Auction & Appraisal
414 Dellwood Rd
Waynesville, NC 28786-2908
828-452-1327

03/02/2017

Town of Waynesville

Re: Property: off Boyd Ave
Waynesville, NC 28786
Borrower: N/A
File No.: 17-120

Opinion of Value: \$ 20,000
Effective Date: 02/20/2017

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

Sincerely,



Mary Jean Henson
NC Certified Appraiser
License or Certification #: A1959
fspencerappraisal@gmail.com

Spencer Auction & Appraisal
LAND APPRAISAL REPORT

File No. 17-120

| | | | | |
|---|---|---|--|--|
| Borrower N/A | Census Tract 9809 | Map Reference 8605.12 | | |
| Property Address off Boyd Ave | City Waynesville | County Haywood | | |
| Legal Description Deed Book 654 Page 435 PIN 8605-96-4742 | 2016 Tax Value \$12,700 | State NC Zip Code 28786 | | |
| Sale Price \$ n/a | Date of Sale n/a | Loan Term n/a yrs. Property Rights Appraised <input checked="" type="checkbox"/> Fee <input type="checkbox"/> Leasehold <input type="checkbox"/> De Minimis PUD | | |
| Actual Real Estate Taxes \$ 74 | Loan charges to be paid by seller \$ n/a | Other sales concessions n/a | | |
| Lender/Client Town of Waynesville | Address | | | |
| Occupant vacant land | Appraiser Mary Jean Henson | Instructions to Appraiser determine current market value | | |
| Location <input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input checked="" type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input type="checkbox"/> Steady <input checked="" type="checkbox"/> Slow Property Values <input type="checkbox"/> Increasing <input type="checkbox"/> Stable <input checked="" type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input type="checkbox"/> 4-6 Mos. <input checked="" type="checkbox"/> Over 6 Mos. | Employment Stability <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> | | | |
| Present 45 % One-Unit 10 % 2-4 Unit 10 % Apts. % Condo 15 % Commercial Land Use % Industrial 20 % Vacant % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) Predominant Occupancy <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Tenant % Vacant One-Unit Price Range \$ 59,000 to \$ 250,000 Predominant Value \$ 159,000 One-Unit Age Range 5 yrs. to 75 yrs. Predominant Age 30 yrs. | | | | |
| Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise) Subject is located off Boyd Ave within the city limits of Waynesville. Access to subject is via a deeded 35 foot easement over the adjacent property. Currently the only apparent access has been via foot traffic. Property is a long, narrow, irregularly shaped parcel whose northwest boundary runs in the vicinity of Richland Creek. Schools, work centers, and support facilities are conveniently located. | | | | |
| Dimensions per metes and bounds = 1.70 acs <input type="checkbox"/> Corner Lot Zoning Classification Hazelwood Urban Residential <input type="checkbox"/> Present Improvements <input type="checkbox"/> Do <input type="checkbox"/> Do Not Conform to Zoning Regulations Highest and Best Use <input type="checkbox"/> Present Use <input checked="" type="checkbox"/> Other (specify) garden, picnic area, small park, walking trail, dog/pet park, creek access Elec. <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Water <input checked="" type="checkbox"/> San. Sewer <input type="checkbox"/> Off Site Improvements <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Street Access <input checked="" type="checkbox"/> Surface asphalt Maintenance <input checked="" type="checkbox"/> Public <input type="checkbox"/> Private Storm Sewer <input checked="" type="checkbox"/> Curb/Gutter <input checked="" type="checkbox"/> Sidewalk <input checked="" type="checkbox"/> Street Lights <input checked="" type="checkbox"/> Topo level to stream bed Size larger the area average Shape irregular View creek/neighborhood Drainage floodway property see below* Is the property located in a FEMA Special Flood Hazard Area? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions) See attached addenda. | | | | |
| The undersigned has recited the following recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made, thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject. | | | | |
| ITEM | SUBJECT PROPERTY | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 |
| Address | off Boyd Ave Waynesville, NC 28786 | 3281 Broad St Clyde, NC 28721 | Broad Street Clyde, NC 28721 | Joyce Street Clyde, NC 28721 |
| Proximity to Subject | | 5.73 miles NE | 5.80 miles NE | 5.97 miles NE |
| Sales Price | \$ n/a | \$ 20,000 | \$ 49,400 | \$ 19,400 |
| Price \$/Acre | | \$ 18,018 | \$ 12,735 | \$ 13,917 |
| Data Source(s) | | WNCMMLS# NCM561695;DOM393 | Deed Book 810 Page 2086 | Deed Book 810 Page 2089 |
| ITEM | DESCRIPTION | DESCRIPTION | DESCRIPTION | DESCRIPTION |
| Date of Sale/Time Adj. | n/a | 06/15 | 10/11 | 10/11 |
| Location | avg | avg | avg | avg |
| Site/View | 1.70 acs | 1.11 ac/2 parcels | 3.88 ac | 1.39 ac |
| accessibility | avg | good | -2,000 avg | avg |
| topography | level | level | level | level |
| overall utility | avg | good | -5,000 abv avg | -2,500 |
| Sales or Financing | n/a | cash | cash | cash |
| Concessions | n/a | 0 | 0 | 0 |
| Net Adj. (Total) | | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -7,000 | <input type="checkbox"/> + <input type="checkbox"/> - \$ 0 | <input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ -2,500 |
| Indicated Value of Subject | | Net 35.0 % Gross 35.0 % \$ 11,018 | Net 0.0 % Gross 10.1 % \$ 12,735 | Net 12.9 % Gross 12.9 % \$ 11,417 |
| Comments on Market Data See attached addendum for more specific comments. | | | | |
| Comments and Conditions of Appraisal Adjustments for comparables were based on a per acre basis. Utilizing this data a per acre value of \$11,750 was determined. Thus, \$11,750 X 1.7 acs = \$19,975 or \$20,000 rounded. | | | | |
| Final Reconciliation There have been very few sales in Haywood County in recent years which are located within the floodway area. The three utilized above are the most reflective of subject and subject's unique market area. Comparable #1 has better overall utility than subject, resulting in negative adjustments. Comparables #2 & #3 are very similar to subject - see attached addenda. | | | | |
| I (WE) ESTIMATE THE MARKET VALUE AS BEING OF THE SUBJECT PROPERTY AS OF 02/20/2017 TO BE 20,000 | | | | |
| Appraiser Mary Jean Henson | Supervisory Appraiser (if applicable) Frederick R. Spencer | | | |
| Date of Signature and Report 03/02/2017 | Date of Signature 03/02/2017 | | | |
| Title NC Certified Appraiser | Title NC Certified General Appraiser | | | |
| State Certification # A1959 ST NC | State Certification # A2712 ST NC | | | |
| Or State License # | Or State License # | | | |
| Expiration Date of State Certification or License 06/30/2017 | Expiration Date of State Certification or License 06/30/2017 | | | |
| Date of Inspection (if applicable) 02/20/2017 | <input checked="" type="checkbox"/> Did <input type="checkbox"/> Did Not Inspect Property Date of Inspection 02/27/2017 | | | |

| | | | | | | |
|------------------|---------------------|--------|---------|-------|----|----------------|
| Borrower | N/A | | | | | |
| Property Address | off Boyd Ave | | | | | |
| City | Waynesville | County | Haywood | State | NC | Zip Code 28786 |
| Lender/Client | Town of Waynesville | | | | | |

Floodway/Flood Plain

The ortho maps from the Haywood Co Tax Assessor's office show several areas that appear to encroach on subject property. However, these maps are not surveys. A survey would be recommended for more accuracy. All of subject appears to be in the floodway as defined by FEMA Special Flood Hazard Maps. The National Flood Insurance program gives the letter A to areas with the highest risk of flooding. The designation AE refers to areas that have a 1% probability of flooding within a one year period. These areas are considered to have a 26% chance of catastrophic flooding within the course of a 30 year mortgage.

Comments on Market Data

| | Comparable #1 | Comparable #2 | Comparable #3 |
|--------------|-----------------------------|-------------------------|-------------------------|
| PIN | 8637-62-5450 & 8637-62-4454 | 8637-82-7071 | 8637-72-9522 |
| Legal | Deed Book 343 Page 708 | Deed Book 810 Page 2086 | Deed Book 810 Page 2089 |
| Grantor | Marie Justice | Joe Sam & Kate T Queen | Joe Sam & Kate T Queen |
| Grantee | Ronald E. Surrent | Haywood County | Haywood County |
| Time of Sale | 06/19/2015 | 10/05/2011 | 10/05/2011 |
| Sales Price | \$20,000 | \$49,400 | \$19,400 |
| Lot Size | 1.11 ac | 3.88 ac | 1.39 ac |
| FEMA map# | 3700863700J | 3700863700J | 3700863700J |
| FEMA Zone | AE | AE | AE |
| Map Date | 04/03/2012 | 04/03/2012 | 04/03/2012 |

Final Reconciliation

No adjustments were made for these comparables. Comparables #2 & #3 sold more than 2 years prior. No time of sale adjustment was made, due to the decline in market value for vacant land sales. All comparables are considered in the per acre value of \$11,750, and the resulting total value of \$20,000 for the 1.7 acre tract. This value is based on marketing in the entirety.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal assignment, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the subject property, (2) inspect the neighborhood, (3) inspect each of the comparable sales from at least the street, (4) research, verify, and analyze data from reliable public and/or private sources, and (5) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is to aid in purchasing subject property.

INTENDED USER: The intended users of this appraisal report are the governing body of The Town of Waynesville.

DEFINITION OF MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
2. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
3. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
4. The appraiser has noted in this appraisal report any adverse conditions (such as the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent deficiencies or adverse conditions of the property (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
5. If the appraiser has based his or her appraisal report and valuation conclusion for an appraisal subject to certain conditions, it is assumed that the conditions will be met in a satisfactory manner.

Certifications

File # 17-120

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
2. I performed a complete visual inspection of the subject property. I reported the site characteristics in factual, specific terms.
3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment.
5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
8. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
9. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
10. I have knowledge and experience in appraising this type of property in this market area.
11. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
12. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
13. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
14. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
15. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
16. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
17. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
18. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
19. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.

Certifications

File # 17-120

20. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.


21. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature", as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

22. Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

23. I have not completed an appraisal of the subject property within the 3 year period immediately preceding acceptance of this assignment.

24. It is common practice for Fred R. Spencer, Sr. to review all appraisals for quality control and that Mary Jean Henson is state certified to appraise the property.

APPRAISER

Signature 
 Name Mary Jean Henson
 Company Name Spencer Auction & Appraisal
 Company Address 414 Dellwood Rd
Waynesville, NC 28786-2908
 Telephone Number 828-452-1327
 Email Address fspencerappraisal@gmail.com
 Date of Signature and Report 03/02/2017
 Effective Date of Appraisal 02/20/2017
 State Certification # A1959
 or State License # _____
 or Other (describe) _____ State # _____
 State NC
 Expiration Date of Certification or License 06/30/2017

ADDRESS OF PROPERTY APPRAISED

off Boyd Ave
Waynesville, NC 28786
 APPRAISED VALUE OF SUBJECT PROPERTY \$ 20,000

LENDER/CLIENT

Name _____
 Company Name Town of Waynesville
 Company Address _____
 Email Address _____

SUPERVISORY APPRAISER (ONLY IF REQUIRED)

Signature 
 Name Frederick R. Spencer
 Company Name Spencer Auction & Appraisal
 Company Address 414 Dellwood Rd
Waynesville, NC 28786-2908
 Telephone Number 828-452-1327
 Email Address fspencerappraisal@gmail.com
 Date of Signature 03/02/2017
 State Certification # _____
 or State License # _____
 State NC
 Expiration Date of Certification or License 06/30/2017

SUBJECT PROPERTY

☐ Did not inspect subject property
☒ Did inspect exterior of subject property from street
 Date of Inspection 02/27/2017
☐ Did inspect interior and exterior of subject property
 Date of Inspection _____

COMPARABLE SALES

☐ Did not inspect exterior of comparable sales from street
☐ Did inspect exterior of comparable sales from street
 Date of Inspection _____

Subject Land Photo Page

| | | | | | | |
|------------------|---------------------|--------|---------|-------|----|----------------|
| Borrower | N/A | | | | | |
| Property Address | off Boyd Ave | | | | | |
| City | Waynesville | County | Haywood | State | NC | Zip Code 28786 |
| Lender/Client | Town of Waynesville | | | | | |



Subject Front

off Boyd Ave

Sales Price n/a

Date of Sale n/a

Site Area

Location

accessibility avg

topography level

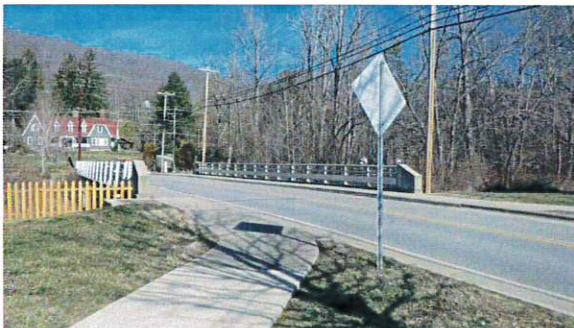
overall utility avg

\$/Acre



Subject Rear

Richland Creek



Subject Street

Boyd Avenue access

Photograph Addendum

| | | | | | | |
|------------------|---------------------|--------|---------|-------|----|----------------|
| Borrower | N/A | | | | | |
| Property Address | off Boyd Ave | | | | | |
| City | Waynesville | County | Haywood | State | NC | Zip Code 28786 |
| Lender/Client | Town of Waynesville | | | | | |



Additional Subject Photos



Additional Subject Photos



Additional Subject Photos

Tax Assessor's Map

| | | | | | |
|------------------|---------------------|--------|---------|-------|-------------------|
| Borrower | N/A | | | | |
| Property Address | off Boyd Ave | | | | |
| City | Waynesville | County | Haywood | State | NC Zip Code 28786 |
| Lender/Client | Town of Waynesville | | | | |



Parcel Report For 8605-96-4742

QUEEN, LOIS P
QUEEN, JAMES RICHARD JR
 2180 DELLWOOD RD
 WAYNESVILLE, NC 28786

Account Information
 PIN: 8605-96-4742

Legal Ref: 654/435
 2004E/368

Add Ref: CAB C/4341
 461/1342

Site Information

OFF BOYD AVE

Heated Area: 0

Year Built: 0

Total Acreage: 1.7 AC

Township: TOWN OF WAYNESVILLE

Site Value Information

Land Value: \$12,700

Building Value: \$0

Market Value: \$12,700

Deferred Value: \$0

Assessed Value: \$12,700

Sale Price: \$0

Sale Date: 1/4/2006

Tax Bill 1: \$74.45

Tax Bill 2: \$85.27



1 inch = 200 feet
 February 19, 2017

Disclaimer: The maps on this site are not surveys. They are prepared from the inventory of real property found within the jurisdiction of the tax assessor. The maps are for informational purposes only and do not constitute a warranty of any kind. The information contained on these maps is for informational purposes only and should be used for verification of any information contained on these maps. Haywood county and the website provider assume no legal responsibility for the information contained on these maps.

PRESENTED TO LAND RECORDS
DATE 1-4-06 BY J.A.M.

HAYWOOD COUNTY TAX CERTIFICATION
There are no delinquent taxes due that are a lien
against parcel number(s) See below
David B. Francis, Haywood County Tax Collector
Date: 1-4-06 By: L. Eason

Haywood County--Register of Deeds
Amy R. Murray, Register of Deeds
Book 654 Page 435
8 Pgs: 14 01/04/2006 11:25:54am

NORTH CAROLINA GENERAL WARRANTY DEED

Parcel Identifier No.: 8615-19-8060; 8615-28-0929; 8605-96-6833; 8605-96-5635; 8624-86-3053; 8617-04-2242; 7793-08-0853; 7794-10-1604; 8626-59-6128 (fractional interests)

Mail after recording to FQ

This instrument was prepared by Frank G. Queen, Attorney

THIS DEED made this 30th day of December, 2005, by and between

GRANTOR

Lois P. Queen, executrix of the estate of
James Richard Queen (also known as J.
Richard Queen)

GRANTEE

James Richard Queen, Jr., Sara Margaret
Queen, and George Pryor Queen (each a one-
fourth undivided interest in each of the
fractional interests in each of the parcels as
shown on Exhibit A)

2180 Dellwood Road
Waynesville NC 28786

The designation Grantor and Grantee as used herein shall include said parties, their heirs,
successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as
required by context.

WITNESSES that the Grantor, for a valuable consideration paid by the Grantee, the receipt of
which is hereby acknowledged, does grant, bargain, sell and convey unto the Grantee in fee
simple, the fractional interests in those certain parcels of land situated in the various townships
described in Exhibit A, Haywood County, North Carolina, more particularly described as
follows: See attached Exhibit A.

TO HAVE AND TO HOLD the described fractional interests in the aforesaid lots or parcels of
land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple,
has the right to convey the same in fee simple, that title is marketable and free and clear of all
encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all
persons whomsoever except for the exceptions hereinafter stated. Title to the property
hereinabove described is subject to the following exceptions:

Easements, restrictions, rights of way of record, and 2005 ad valorem taxes; existing deeds of
trust, the balance of which the Grantee agrees to assume and pay according to their various
terms.

IN WITNESS WHEREOF, the Grantor has hereunto set her hand and seal the day and year
first above written.

Lois P. Queen (SEAL)
Lois P. Queen, executrix of the estate of James
Richard Queen, also known as J. Richard Queen

Inst#6540435

Page: 2 of 14

SEAL-STAMP NORTH CAROLINA, Haywood County



I, a Notary Public of the County and State aforesaid, certify that Lois P. Queen, executrix of the estate of James Richard Queen, also known as J. Richard Queen, personally appeared before me this day and acknowledged the execution of the foregoing instrument, on behalf of and as the act of the estate. Witness my hand and official stamp or seal, this 31st day of December, 2005.

Susan Purvis Lance
Notary Public

My commission expires:

01-20-07

Inst#6540435

Page:3 of 14

EXHIBIT A

The various percentage interests shown in the following table in the described properties. The tracts shown as "50%" were owned one-half at his death by James Richard Queen (also known as J. Richard Queen) and this deed conveys three quarters of those one-half interests. James Richard Queen owned an undivided interest of 17.285% interest in parcel no. 5 and this deed conveys three quarters of 5.8565% of that parcel no. 5.

The property being conveyed in this deed satisfies the pecuniary amount required to be distributed to the Grantees, as more particularly set out in the second paragraph of section (d), Article III of the will of James Richard Queen (see estate file 04 E 368, Haywood County Clerk's office).

In spite of any other language in the deed to the contrary, each Grantee is conveyed a 1/4th undivided interest in the fractional interest shown on this table. By way of illustration, James Richard Queen, Jr. is conveyed 1/4th of a 50% undivided interest in parcel 1.

| Parcel | Address or Description | Book & Page | PIN | Percentage interest being conveyed to each Grantee |
|--------|------------------------------------|-------------|--------------|--|
| 1 | 84 Chestnut Park Drive | 463/369 | 8615-19-8060 | 1/4 of 50% |
| 2 | 64 Chestnut Park Drive | 463/369 | 8615-28-0929 | 1/4 of 50% |
| 3 | 465 Boyd Avenue | 463/369 | 8605-96-6833 | 1/4 of 50% |
| 4 | 285 & 412 Killian Street | 463/369 | 8605-96-5655 | 1/4 of 50% |
| 5 | 228 acres off Spring Cove Road | 543/699 | 8624-86-3053 | 1/4 of 5.8565% |
| 6 | 29.12 acres off Hwy 19 | 463/369 | 8617-04-2242 | 1/4 of 50% |
| 7 | 49.99 acres, Forest Svc Road 288 | 463/369 | 7793-08-0853 | 1/4 of 50% |
| 8 | 2.3355 acres, Twisted Laurel Trail | 463/369 | 7794-10-1604 | 1/4 of 50% |
| 9 | 185 Spicewood Drive | 463/369 | 8626-59-6128 | 1/4 of 50% |
| 10 | Queen's Farm, Dellwood Road | 463/369 | 8607-82-2478 | 1/4 of 9.663% |

The metes and bounds descriptions of the properties follow, which are incorporated by this reference. In the event of a conflict between the informal references to the Address, Book and Page and PIN on this table and the metes and bounds descriptions attached, the metes and bounds descriptions shall take precedence.

Parcel 4: Richland #1 and #2 (a/k/a Killian #1 and #2), 285 Killian Street and 412 Killian Street:

BEGINNING on a stake in the Northwest margin of Killian Street in Waynesville and common corner of Lots 5 and 6 of the Killian Addition surveyed by Stringfield and shown in Plat Book D, page K-17, and eastern corner of the old William Roy Davis lot (now owned by his daughters, Thelma Page and Blanche Pace) and runs with said margin of said street N. 62 deg. E. 115 ft. to a stake at the Southwest corner of the Ratcliffe (formerly Creasman) property; thence with line of that property and fence N. 31 deg. W. 174 ft. to a stake Southeast of old mill race; thence S. 60 deg. W. 115 ft. to a stake Southeast of old mill race and corner of said Page and Pace property; thence with line of that property, S. 31 deg. E. 168 ft. to the BEGINNING, and BEING Lots Nos. 6 and 7 of said Killian Addition, plus a triangular lot lying between said lots and said old mill race, and as per survey and plat of G.C. Shook, R.L.S.

BEING and INCLUDING the identical property conveyed to James Richard Queen by Glee C. Queen et vir. by deed dated August 23, 1966, recorded in Deed Book 212, page 655, Haywood County Registry.

See also deed from J. Richard Queen and wife Lois P. Queen to J. Richard Queen and Lois P. Queen dated December 31, 1997, Deed book 463, page 369.

Haywood Co Property Record Card pg 1

Printed: 17 Feb 2017 - by 0
 CARD 1 OF 1
 Parcel : 800-96-042 OFF ROAD AVE

Haywood County NC Property Record Card
 Tax Districts
 C15 TOWN OF HAYWOODVILLE

Page: 1
 Tax Year: 2017

OWNER INFORMATION

ACRES: 1.7678
 OWNER: JAMES RICHARD JR
 135024 ELLIOTT ST
 HAYWOODVILLE, NC 28746

PROPERTY FACTORS

Topography: F FLAT
 Land Use: 1
 Land Use: 1
 Land Use: 1

RECENT SALES INFORMATION

Date: 04/22/16
 Type: 0
 Source: 0
 Appraised: 0
 Land: 12,700
 1st: 0
 2nd: 0
 3rd: 0
 Net: 12,700

RECENT SALES INFORMATION

Date: 04/22/16
 Type: 0
 Source: 0
 Appraised: 0
 Land: 12,700
 1st: 0
 2nd: 0
 3rd: 0
 Net: 12,700

LAND DATA

WITH TYPE: 1 A HP HOMESITE PRIMARY
 1 A HP HOMESITE PRIMARY
 2 A HP HOMESITE RESIDUAL
 Total Acres: 1.76

OUTBUILDINGS

BLDG TYPE: 1
 REMARKS: 1
 VOLUME: 1
 AREA: 1
 YR: 1
 TAX VALUE: 0

BUILDING DESCRIPTION

VAL: 1
 OCCUPANCY: 1
 STYLE: 1

Printed: 17 Feb 2017 - by 0
 CARD 1 OF 1
 Parcel : 800-96-042 OFF ROAD AVE
 Owner : JAMES RICHARD JR, 135024 ELLIOTT ST, HAYWOODVILLE, NC 28746

End of Page 1
 Haywood County NC Property Record Card
 Page: 2



Parcel Report For 8605-96-4742

QUEEN, LOIS P
QUEEN, JAMES RICHARD JR
2180 DELLWOOD RD
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-96-4742

Legal Ref: 654/435
2004E/368

Add Ref: CAB C/4341
461/1342

Site Information

OFF BOYD AVE

Heated Area: 0
Year Built: 0
Total Acreage: 1.7 AC
Township: TOWN OF WAYNESVILLE

Site Value Information

Land Value: \$12,800
Building Value: \$0
Market Value: \$12,800
Deferred Value: \$0
Assessed Value: \$12,800
Sale Price: \$0
Sale Date: 01/04/2006
Tax Bill 1: \$72.46
Tax Bill 2: \$84.13



1 inch = 200 feet
December 6, 2016

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

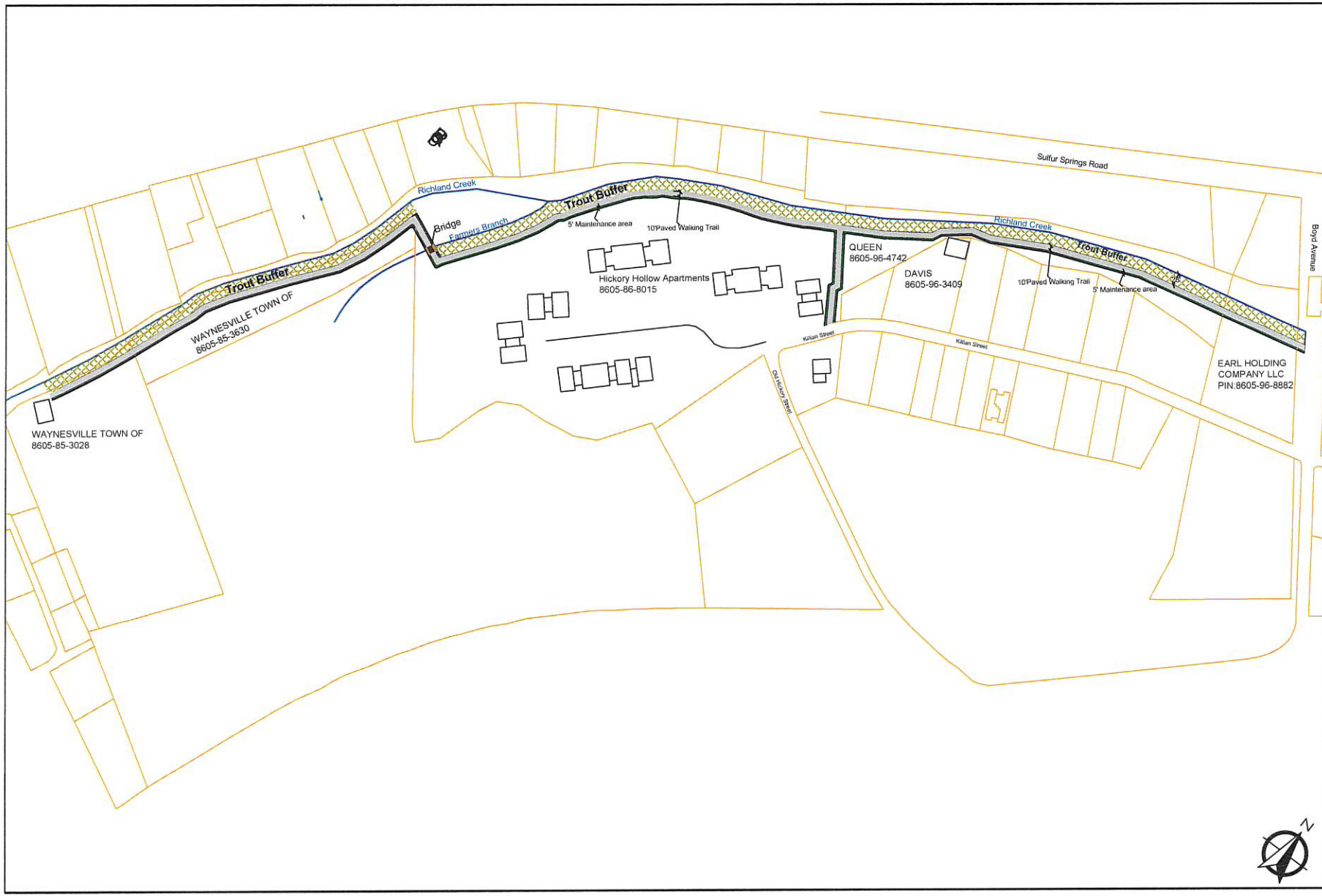
COFFEY, JOHN L
C/O KRISTIN WEST
30 CAROLINA AVE
WAYNESVILLE, NC 28786
PIN:
8605-96-3706

Trout Buffer

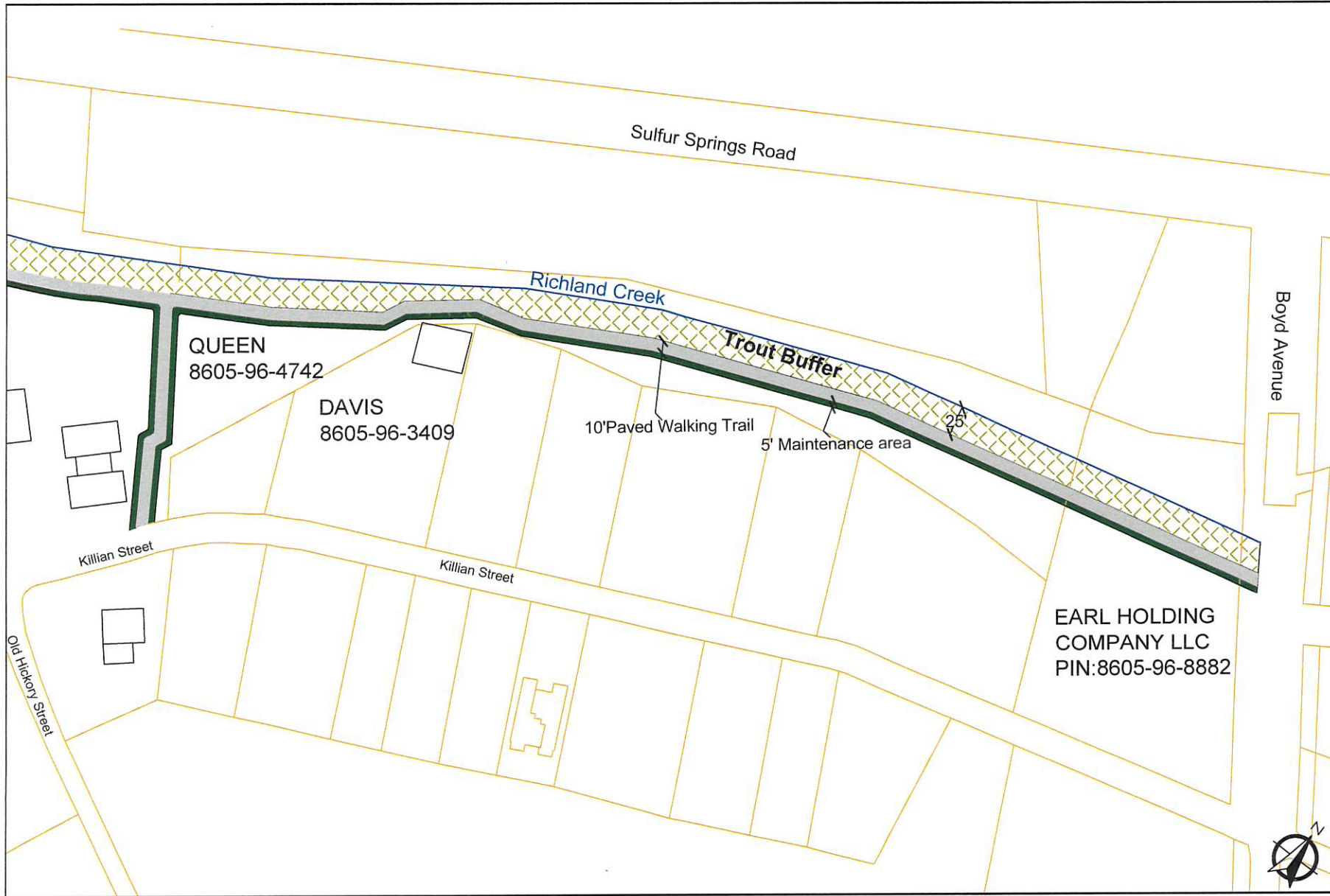
PETTY, JASON
PETTY, MONICA
614 NEW TARLETON WAY
GREER, SC 29650
PIN:
8605-96-4506


DAMS, TERRY
DAMS, DORIS L
338 KILLIAN ST
WAYNESVILLE, NC 28786
PIN:
8605-96-3409

QUEEN, LOIS P
QUEEN, JAMES RICHARD JR
2180 DELLWOOD RD
WAYNESVILLE, NC 28786
PIN:
8605-96-4742



| | | | | | |
|---|--|---|--|---|---|
| Date: 12/5/2016 Net to Scale Sheet No. 1 of 2 Project No. 0645 | | Greenway Easement Waynesville, North Carolina | | Prepared for: Town of Waynesville North Carolina | J.M. TEAGUE Engineering & Planning J.M. Teague Engineering, PLLC 525 N Main Street Waynesville, NC 28786 Office 828-456-5385 - Fax 828-456-8787 10/5/2016 CE 11444 LDP CAD DATE DRAWING BY DATE REVIEWED BY |
|---|--|---|--|---|---|



| | |
|--|---|
|  | |
| J.M. Teague Engineering, PLLC 625 N Main Street Waynesville, NC 28786 Office 828-455-8383 - Fax 828-456-8797 | |
| Prepared for: Town of Waynesville North Carolina | DATE: 12/5/2016 DRAWING BY: CE HASK, LDP (A00) REVIEWED BY: |
| Proposed Greenway Easement | Greenway Easement Waynesville, North Carolina |
| Date: 12/5/2016 Not to Scale | Sheet No. 1 of 2 Project No. 0845 |

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION**

Meeting Date: December 13, 2016

SUBJECT: Consideration of potential greenway connection and property purchase.

AGENDA INFORMATION:

Agenda Location:

Item Number:

Department: Development Services

Contact: Elizabeth Teague, Development Services Director

Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY: The Town has an opportunity to work with the Queen family to secure the purchase of a lot and an easement that runs parallel to Richland Creek between the Hickory Hollow Apartments and Boyd Avenue. This property follows the greenway corridor alignment identified in the 2010 Comprehensive Pedestrian Plan and which is currently under study for feasibility of greenway construction. This lot would provide the Town with contiguous area in which to build greenway that could serve Hazelwood Park and the Waynesville Middle School (conceptual drawing attached). Additionally, purchase of this lot would secure this trout buffer area for potential streambank improvements that would benefit Richland Creek.

MOTION FOR CONSIDERATION:

1. Motion to allow the Town Manager to negotiate with the Queen family to purchase PIN 8605-96-4742, and the connecting easement to Boyd Avenue across PIN 8605-96-8882.

FUNDING SOURCE/IMPACT: The property owners will provide an appraisal and have expressed interest in a "bargain sale" of the land for their potential tax benefits. Current tax value of the land is listed as \$12,800.

ATTACHMENTS:

1. Property map and floodplain map
2. Conceptual drawings to illustrate greenway connection opportunities

MANAGER'S COMMENTS AND RECOMMENDATIONS: Staff has met with Mr. Frank Queen who is representing his family's interest in this property. Mr. Queen has indicated a desire to work with the Town to see that this area is preserved for future greenway use.



Parcel Report For 8605-96-4742

QUEEN, LOIS P
QUEEN, JAMES RICHARD JR
2180 DELLWOOD RD
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-96-4742

Legal Ref: 654/435
2004E/368

Add Ref: CAB C/4341
461/1342

Site Information

OFF BOYD AVE

Heated Area: 0
Year Built: 0
Total Acreage: 1.7 AC
Township: TOWN OF WAYNESVILLE

Site Value Information

Land Value: \$12,800
Building Value: \$0
Market Value: \$12,800
Deferred Value: \$0
Assessed Value: \$12,800
Sale Price: \$0
Sale Date: 01/04/2006
Tax Bill 1: \$72.46
Tax Bill 2: \$84.13



1 inch = 200 feet
December 6, 2016

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1 inch = 100 feet
December 6, 2016

Floodplane Information

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