

## Town of Waynesville, NC Board of Aldermen Regular Meeting

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

Date: **September 25, 2018** Time: **6:30 p.m.**

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### A. CALL TO ORDER - *Mayor Gavin Brown*

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

***Motion:*** *To approve the minutes of the September 11, 2018 regular meeting as presented (or as corrected).*

### B. PRESENTATION

3. 28785/86 TDA 1% Zip Code Funding Year End Report
  - Lynn Collins, Executive Director, TDA

### C. CALL FOR PUBLIC HEARING

4. Call for a Public Hearing to consider a map and text amendment to establish a Mixed Use Overlay District over ten lots on the southside of Broadview, PINs 8615-79-2068, 8615-79-1121, 8615-79-0231, 8615-69-9255, 8615-69-8390, 8615-69-8314, 8615-69-7326, 8615-69-6435, 8615-69-4554, 8615-69-2680 as the East Waynesville Urban Residential MXO.

- Elizabeth Teague, Development Services Director

***Motion:*** *To Call for a Public Hearing to be held on October 9, 2018 beginning at 6:30 pm., or as closely thereafter, in the Town Hall Board Room located at 9 South Main Street to consider a text amendment to establish a Mixed Use Overlay District over ten lots on the southside of Broadview, PINs 8615-79-2068, 8615-79-1121, 8615-79-0231, 8615-69-9255, 8615-69-8390, 8615-69-8314, 8615-69-7326, 8615-69-6435, 8615-69-4554, 8615-69-2680 as the East Waynesville Urban Residential MXO.*

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5. Call for a Public Hearing to consider a map amendment to rezone the 122 and 140 Broadview, PINs 8615-69-9255 and 8615-69-8390 from North Main Street Neighborhood Center to East Waynesville Urban Residential MXO.

***Motion:*** *To Call for a Public Hearing to be held on October 9, 2018 beginning at 6:30 pm., or as closely thereafter, in the Town Hall Board Room located at 9 South Main Street to consider a map amendment to rezone the 122 and 140 Broadview, PINs 8615-69-9255 and 8615-69-8390 from North Main Street Neighborhood Center to East Waynesville Urban Residential MXO.*

**D. NEW BUSINESS**

6. Big Cove 2MG Water Tank Rehabilitation Project

- David Foster, Public Services Director
- Preston Gregg, Town Engineer
- Kyle Cook, Water Plant Superintendent

***Motion:*** *To approve the award of contract to ACMI, Inc. for the Big Cove 2MG Water Tank Rehabilitation.*

7. Automatic Mutual Agreement - Center Pigeon

- Joey Webb, Fire Chief

***Motion:*** *To approve agreement as presented.*

8. Consideration of an Intent to Close a named but un-opened portion of a right-of-way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776) and Call for Public Hearing

- Amie Owens, Assistant Town Manager

***Motion:*** *To adopt a Resolution of Intent to Close a named but un-opened portion of Right of Way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776).*

***Motion:*** *To call for public hearing to be held on Tuesday, October 23, 2018 at 6:30 p.m. or as closely thereafter in the Board Room of Town Hall located at 9 South Main Street, Waynesville to consider the adoption of a Resolution to Close a named portion of Right of Way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776).*

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E. COMMUNICATIONS FROM STAFF

9. Manager's Report

Purchase offer from NC DOT for 2359 sq. ft. of Town Property for Walnut Street Round About

- Town Manager Rob Hites

***Motion: To approve the sale of the parcel to the NC DOT***

10. Attorney's Report

- Town Attorney Bill Cannon

F. COMMUNICATIONS FROM THE MAYOR AND BOARD

G. PUBLIC COMMENT

a. Waste Water Treatment Plant

b. South Main Street

- Resolution of Support of proposed improvement of TIP Project U-4712 – South Main Street

c. Ron and Nancy Bernard

H. ADJOURN



# TOWN OF WAYNESVILLE

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[www.waynesvillenc.gov](http://www.waynesvillenc.gov)

## CALENDAR September 25, 2018

2018	
Tuesday September 25 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Friday September 28 Main Street 6:00 – 8:00 PM	Mountain Street Dance Sponsored by Downtown Waynesville Association
Saturday, September 29 Frog Level/Sulphur Springs 6:00 a.m. to Noon	Power of Pink 5K Sponsored by Haywood Healthcare Foundation
Wednesday October 3 <sup>rd</sup> 8:00 – 10:00 AM Smoky Mountain Roasters	Coffee with a Cop Waynesville Police Department
Friday October 5 5:00 PM – 9:00 PM	Art after Dark Main Street – sponsored by the Downtown Waynesville Association
Tuesday October 9 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Saturday October 13 10:00 AM – 5:00 PM Main Street	Church Street Art & Craft Show
Saturday October 20 10:00 AM – 5:00 PM Main Street	Apple Harvest Festival
Monday October 22 5:30 PM	Council of Government Meeting Maggie Valley
Tuesday October 23 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Wednesday October 31 5:00 PM – 7:00 PM Main Street	Treats on the Street
Wednesday October 31 5:30 – 8:30 PM Academy Street	Trunk or Treat First United Methodist Church
Friday November 2 5:00 PM – 9:00 PM Main Street	Art after Dark Main Street – sponsored by the Downtown Waynesville Association

<b>Monday November 12</b>	Veteran's Day – Town Offices Closed
<b>Tuesday November 13</b> 6:30 PM Town Hall Board Room	Board of Aldermen Meeting - Regular Session
<b>Thursday &amp; Friday</b> November 22 & 23	Thanksgiving Town Offices Closed
<b>Tuesday November 27</b> 6:30 Town Hall Board Room	Board of Aldermen Meeting – Regular Session
<b>Friday November 30</b> 5:00 PM Oak Park Inn	Community Christmas Tree Lighting Sponsored by Downtown Waynesville Association
<b>Monday December 3</b> 6:00 PM Main Street	Waynesville Christmas Parade
<b>Saturday December 8</b> 6:00 PM – 9:00 PM Main Street	A Night Before Christmas
<b>Tuesday December 11</b> 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
<b>Monday, Tuesday &amp; Wednesday</b> December 24, 25, & 26	Christmas Town Offices Closed

## Board and Commission Meetings – September 2018

ABC Board	ABC Office – 52 Dayco Drive	<b>September 18th</b> 3 <sup>rd</sup> Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>September 4th</b> 1 <sup>st</sup> Tuesdays 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	<b>September 27th</b> 4 <sup>th</sup> Thursdays 12 Noon
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	<b>Meets as needed;</b> <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	<b>September 5th</b> 1 <sup>st</sup> Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>September 17th</b> 3 <sup>rd</sup> Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>September 13th</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>September 19th</b> 3 <sup>rd</sup> Wednesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	<b>September 19th</b> 3 <sup>rd</sup> Wednesdays 3:30 PM

## BOARD/STAFF SCHEDULE

<b>October 4 – October 9</b>	Town Manager	Vacation (will not be at Board meeting on Oct. 9)
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**MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REGULAR MEETING  
September 11, 2018**

**THE WAYNESVILLE BOARD OF ALDERMEN** held its regular meeting on Tuesday, September 11, 2018 at 6:30 p.m. in the board room of Town Hall, 9 South Main Street, Waynesville, NC.

**A. CALL TO ORDER**

Mayor Gavin Brown called the meeting to order at 6:30 p.m. with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager  
Bill Cannon, Town Attorney  
Amie Owens, Assistant Town Manager  
Eddie Ward, Town Clerk  
David Foster, Public Services Director  
Ronnie Norris, Waste Water Treatment Superintendent

The following media representatives were present:

Becky Johnson, the Mountaineer

1. Welcome /Calendar/Announcements

Mayor Brown welcomed everyone to the meeting. From the events calendar, the following were mentioned:

- Saturday September 15 - 6:00 PM - River Walk – Harrah’s Casino
- Saturday September 15 - 7:00 - Raise the Roof - Haywood Habitat for Humanity
- Saturday September 15 - 7:00 PM - BLOCK PARTY - sponsored by the Downtown Waynesville

2. Adoption of Minutes

***Alderman Gary Caldwell made a motion, seconded by Alderman Julia Freeman, to approve the minutes of the regular August 28, 2018 meeting as presented. The motion passed unanimously.***

3. Proclamations

a. National Day of Service and Remembrance – September 11, 2018

Alderman Julia Freeman read the National Day of Service and Remembrance Proclamation remembering the victims and innocent lives lost as a result of the tragic events of September 11, 2018.

b. Constitution Week – September 17-23, 2018

Mayor Gavin Brown read the Constitution Week Proclamation for the week of September 17<sup>th</sup> – September 23<sup>rd</sup> 2018. He encouraged the citizens of the Town to reaffirm the ideals of the Constitution. He reminded everyone that lost rights may never be regained.

**B. CONTINUED BUSINESS**

4. McGill and Associates Engineering Report for the Waste Water Treatment Plant

- McGill and Associates Representatives

Keith Webb, Professional Engineer, from McGill and Associates provided a recap of the presentation that was part of the August 14th meeting and noted that the formal Preliminary Engineering Report (PER) had been provided prior to this meeting. The PER was a comprehensive study of the plant including alternatives for upgrades and improvements. Mr. Webb explained that while there was not currently a need for additional capacity, part of this study was to assess whether there could be alternatives that would allow for expansion should it become necessary. He added that the several of the options presented in the report allowed for optimization and maximization of existing facility infrastructure and would continue to meet the required permitting standards through the NC Department of Environmental Quality/Division of Water Resources (NCDEQ/DWR).

Mr. Webb noted that the four options included:

- Rehabilitate Existing Process – this would include some changes to the physical plant, the processing would remain the same. Estimated cost - \$14.6 Million
- Sequencing Batch Reactors – changes again to the physical plant, but the treatment process would occur in a single tank. Estimated cost - \$18 Million
- Integrated Fixed Film Activated Sludge Process (IFFAS) – changes again to physical plant, treatment process is different and would require more modifications to plant. Estimated cost - \$20 Million
- Construct New Wastewater Treatment Plant – treatment process may be changed with a new plant. Estimated cost - \$34.8 Million
- The first three options allow for modification to the plant within its existing footprint or slightly outside it. A new plant would require relocation of the facility.

Mr. Webb explained that a structural engineer had completed an assessment on the plant and its various components utilizing radar testing. The primary concern was the clarifiers and the aeration basins. From the assessment, although they are only 10” concrete rather than 12”, they have been and should continue to hold with minimal structural repair required.

Mr. Webb concluded by noting that the next steps moving forward would be to determine which of the options was most feasible and to determine funding sources. The need for this action moving forward is that the Special Order of Consent (SOC) needs to be filed with NCDEQ/DWR based on existing violations. The SOC will outline the timeframes for these improvements.

Mayor Brown thanked Mr. Webb for his update and asked the Board members if they wished to comment or had questions.

Alderman LeRoy Roberson asked if the modifications would allow the plant to continue operating for the next 50 years – much like the installation of a new plant would. Mr. Webb noted that this would be the case with the recommended modifications. Alderman Roberson inquired if in the future the capacity needs for treatment changed, would a modified plant be sufficient to meet these needs or at least have the ability to expand. Mr. Webb answered that part of all of these options was to build new basins; however, existing basins would be used as storage, but could be modified within the existing footprint for treatment if necessary in the future. Alderman LeRoy Roberson continued by asking if U/V treatment would be a viable option. Mr. Webb noted that it would be a different process and include filtration rather than settling as a separation method and that putting it in would mean additional modifications to the system. He added that of the plants using U/V that he had been involved with, all had discontinued the practice.

Alderman Jon Feichter referred to a specific entry in the PER related to growth and capacity and asked about exceeding capacity based on trend growth. Mr. Webb explained that he was moderately confident that the plant would handle projected capacity based on population demand and added that processes now are more water-efficient which has led to a decrease in capacity overall. The Town's permit is for 6 Million gallons per day treatment capacity and currently runs at 4.1 Million. There are times, when there is an inflow of water which moves the capacity up due to rain water entering the system. This inflow issue will be addressed as part of the sewer system as a whole. Town Manager Rob Hites interjected that the additional treatment capacity could be achieved, if necessary, without much additional upgrade to infrastructure.

Mayor Gavin Brown commented that everyone should remember that this is not a 50 year plan; it is crucial to continually maintain the facility and its infrastructure to ensure proper operation. The individuals at the plant have done a good job in keeping it going for this long. Mayor Gavin Brown asked about current improvements and projects at the facility. Public Services Director David Foster answered that there is a project to address some electrical issues, some repair work to the basins and the entryway bridge as ordered by the NC DOT.

Mayor Gavin Brown thanked current Waste Water Treatment Plant Supervisor Ronnie Norris for his service as he will be retiring at the end of the year.

***A motion was made by Alderman LeRoy Roberson, seconded by Alderman Jon Feichter to accept the Preliminary Engineering Report as presented. The motion passed unanimously.***

As a follow up to this presentation, Town Manager Rob Hites explained that it is necessary for some technical guidance related to the negotiation of the SOC. The Board was provided an agreement for review for the services of McGill and Associates, specifically Forrest Westall, for assistance in negotiating the SOC. This is a not to exceed contract of \$20,000.00. As the process continues with the SOC, the Mayor and staff will be providing updates.

***A motion was made by Alderman Gary Caldwell, seconded by Alderman Jon Feichter to approve the contract with Mr. Forrest Westall to represent the Town as it moves through the “Special Order of Consent” process. The motion passed unanimously.***

Mayor Brown told the Board that on September 4, 2018, the Town had received a Notice of Violation from the North Carolina Division of Water Quality after the inspection that had been done on August 21, 2018. The inspection was conducted to verify that the facility is operating in compliance with the conditions and limitation specified in NPDES WW Permit No. NC0025321. As a result of this inspection, Mayor Brown indicated that in order to prevent further action by the agency, a written response regarding the plans or measures to be taken to address violations must be received within thirty days of the notice.

Mayor Brown drafted a letter in response, and asked the Board to read and review the response to the violation. He told the Board that he felt the decision as to what path to follow with the Waste Water Treatment Plant should be decided within the next ninety days or more.

### **C. COMMUNICATIONS FROM STAFF**

#### **5. Manager’s Report –Town Manager Rob Hites**

##### **Request to remove elevated walkway in Hazelwood**

Manager Hites stated that Mr. John Burgin has requested that the Town remove the elevated crosswalk across Hazelwood Avenue due to the flooding that has taken place as a result of its installation. He stated that the area has not flooded in 20 year, and since the installation it has flooded five times. Manager Hites explained that we have experienced several severe thunderstorms in the Hazelwood area that has caused some flooding of the entire commercial area. When the Town installed the elevated walk it also installed new catch basins to channel water from the area around the elevated walkway. The Town did not anticipate rain events where the creek at the Finance Department backed up through the storm system and prevented the new drains from functioning. The curb area in front of Pink Regalia has no storage capacity and the handicapped ramp from the elevated walk serves to direct the runoff to the entrance of Pink Regalia. While The Town agreed that the handicapped ramp is directing runoff to the entrance of Pink Regalia, the most pressing problem is the lack of storage of storm water in the street.

Manager Hites referred the Board to pictures of a recent storm which flooded all of Hazelwood from the Finance Office to A1 Mini Storage. He said if the old sidewalk could be hammered out and raised approximately 3 inches and raise the handicapped ramp three inches, a large amount of runoff from the sidewalk would be remedied. Eliminating just the elevated ramp will solve the issue of directing flow to the entrance of Pink Regalia, but it won’t solve issue of keeping storm water in the street.

Manager Hites indicated that the Town would like to try raising the curb, handicapped ramp and sidewalk three inches first and then eliminate the elevated walk if we do not see relief from raising the sidewalk. Raising the sidewalk will require Mr. Burgan to trim his doors to accommodate the increase in sidewalk height.

## John Burgin

Mr. Burgin stated he had been in contact with Town Staff, and many scenarios have been discussed, and he would like to expedite a solution for the flooding of his building in Hazelwood. He said that since the new crosswalk has been constructed, surface water has been running into his building, causing flooding even with rains that are not considered extreme. Mr. Burgin said he feels that the storm water system in Hazelwood is antiquated and will not carry the amount of water that some of the recent storms have produced, but he also feels that the crosswalk should be removed, and let the water run down the street like it has for over 20 years.

Mr. Burgin stated that after speaking with Manager Hites, he does not believe that raising the sidewalk three inches will fix the problem. He feels that removing the crosswalk is the only solution for the water going into the business. In doing this he wants to have the least impact on the businesses in Hazelwood as possible, and feels that doing the work in November would be the best time. Mr. Burgin agreed that a solution may not be easy to come to. He said he would like for the Board to say that they would do whatever it takes to solve the flooding into his building.

There was much discussion concerning the raising of the sidewalk, removing the raised crosswalk, and the timing for the work to be done.

***A motion was made by Mayor Brown seconded by Alderman Gary Caldwell to authorize staff to raise the sidewalk within a comparable timeframe for the tenants, and anything else down the road to solve the problem, and evaluate the system and make smart changes that can be addressed according to what a study shows. The motion passed unanimously.***

### Consideration and discussion of an additional Land Development Ordinance application under Section 15.14.6 of the Town of Waynesville Land Development Standards

Mayor Brown explained to the Board that at the Special Called Meeting on August 21, 2018, the Town Board determined to re-hear text amendments adopted since revisions to NCGS 160A-383 in 2017. A text amendment adopted on November 28, 2017 to include the zoning classification and definition of “nudge or skill games” to the Land Development Standards was inadvertently left out of the action. We would like to include this amendment along with the others being brought forward in order to assure technical correctness.

***Alderman LeRoy Roberson made a motion, seconded by Alderman Julia Freeman to waive the 12 month waiting period for application for the text amendment to the Town of Waynesville Land Development Standards Sections 2.5.3 and 3.2 as there has been a substantial change in circumstances related to the request due to the omission of an express reference to the Board's reasons that the Board discussed in the motion to find that the amendment was consistent with the Land Use Plan to include the zoning classification and definition of “nudge or skill games” to the Land Development Standards. The motion passed unanimously.***

***A motion was made by Alderman LeRoy Roberson, seconded by Alderman Gary Caldwell, to approve application by the Board of Aldermen and/or the Planning Department for the Town of Waynesville as the applicant for re-submission of the text amendments for Land***

***Development Standards for Sections 2.5.3 Table of Permitted Uses, LDS 3.2 Supplemental Standards, and LDS Chapter 17 Definitions, in regards to video gaming. The motion passed unanimously.***

Signage at Waynesville Middle School

Public Services Director David Foster reported that there was a sign that has been causing a bit of confusion at the Waynesville Middle School. The sign indicates that there is no left turn into the parking area from Brown Avenue during certain hours. There was concern that this was meaning no left turn across the railroad tracks on to Boyd Avenue during these times.

Mr. Foster explained that this was not a sign that the Town had placed in the right-of-way and that police could not enforce a sign that was not regulated by the Town. All signage that alters normal traffic patterns and/or hours must be approved by the Board of Aldermen. Mr. Foster recommends modifying or clarifying the existing sign to specifically reference the parking area to ensure that everyone understands that it is not related to Boyd Avenue, but only the parking lot.

***A motion was made by Alderman Jon Feichter, seconded by Alderman Julia Freeman, to approve the recommendation by Public Services Director, David Foster to install a regulatory sign at the Waynesville Middle School.***

6. Attorney's Report – Town Attorney Bill Cannon

Attorney Bill Cannon referred the Board to a "Family Tree Chart" of the Hazel Street property. He said that genealogist Mr. Harvey Morse had spent considerable time tracing the family members down. A quote would have amounted to about \$2,500.00, but Mr. Morse had indicated no charge for the work. Attorney Cannon asked if it would be possible to reimburse him \$500.00 for his work.

***A motion was made by Alderman Gary Caldwell, seconded by Alderman LeRoy Roberson, to authorize payment of \$500.00 to genealogist Harvey Morse for the work on the Hazel Street property. The motion passed unanimously.***

Attorney Cannon reported that he anticipated, and he has already answered on behalf of the Town, the lawsuit with Red Square Properties will file a motion to dismiss within the next two weeks.

**D. CALL ON THE AUDIENCE**

**Rich Byers  
Morgan Street  
Hazelwood, NC**

Mr. Byers stated that he and his wife are bee keepers. And he would like to invite the Board to the Beekeepers meeting on October 2, 2018. Ms. Phyllis Stiles from Asheville will be speaking. Ms. Stiles is instrumental in naming Asheville as a Bee City USA. Mr. Byers and the Beekeepers club would like to partner with the Town of Waynesville to make Waynesville a Bee City USA also. Mr. Byers said he had spoken with Jonathan Yates concerning pollinator gardens, and Tom Maguire about approaching Publix

for their support also. Public Services Director David Foster volunteered to head up the project of Waynesville becoming Bee City USA.

**Dick Young**

Mr. Young had questions concerning Mr. Peter Bates and college students being on the watershed. Mayor Brown explained to Mr. Young that they are working under a contract to monitor the creeks and trees. A copy of existing reports will be provided to Mr. Young at his request.

**E. COMMUNICATION FROM THE MAYOR AND BOARD**

**F. CALL ON THE AUDIENCE**

**G. ADJOURN**

*There being no further business to discuss, Alderman Gary Caldwell made a motion, seconded by Alderman Julia Freeman to adjourn the meeting at 8:04 p.m. The motion carried unanimously.*

**ATTEST:**

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Gavin A. Brown, Mayor

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Robert W. Hites, Jr., Town Manager

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Eddie Ward, Town Clerk

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date: September 25, 2018**

**SUBJECT:** 28785/86 TDA 1% Zip Code Funding Year End Report

**AGENDA INFORMATION:**

**Agenda Location:** PRESENTATION  
**Item Number:** B3  
**Department:** Haywood County TDA  
**Contact:** Lynn Collins, Executive Director  
**Presenter:** Lynn Collins, Executive Director

**BRIEF SUMMARY:** Provide a summary of how the TDA 1% funding was utilized for the Waynesville zip codes and to show how the Waynesville funding compared to other Haywood County zip code areas.

**MOTION FOR CONSIDERATION:** None

**FUNDING SOURCE/IMPACT:** 1% TDA Zip Code Funding

**ATTACHMENTS:**

- 1% Funding Spreadsheet
- Projects Funded by 1%
- Co-op Marketing Recap
- Occupancy by Category
- 1% Historical Report
- Economic Impact of Travel

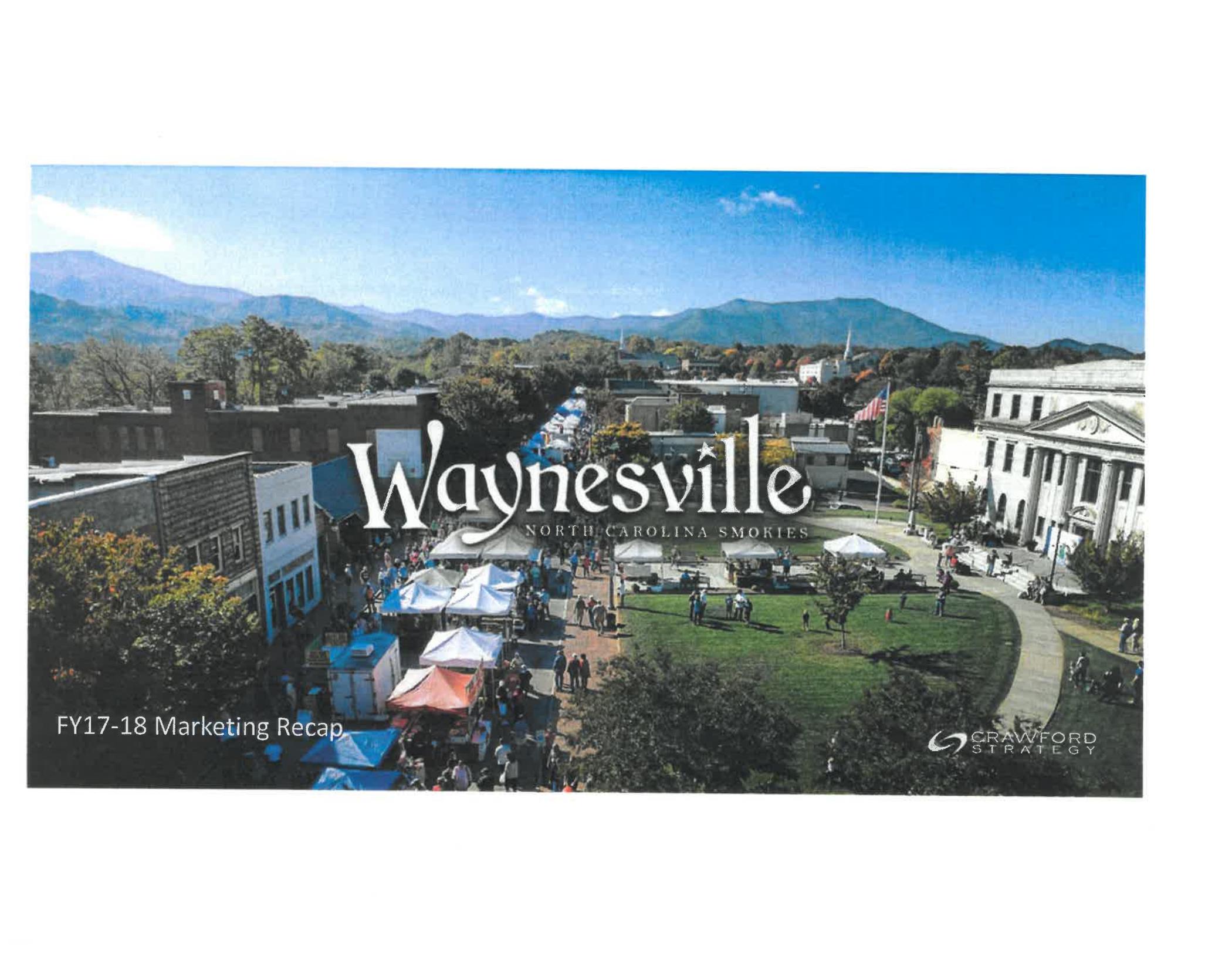
**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**2018/2019  
1% NET OCCUPANCY TAX REPORT**

	ACTUAL 28716	PROJECTED 28716	ACTUAL 28716	ACTUAL 28721	PROJECTED 28721	ACTUAL 28721	ACTUAL 28745	PROJECTED 28745	ACTUAL 28745	ACTUAL 28751	PROJECTED 28751	ACTUAL 28751	ACTUAL 28785 & 28786	PROJECTED 28785 & 28786	ACTUAL 28785 & 28786
	CANTON	CANTON	CANTON	CLYDE	CLYDE	CLYDE	LAKE	LAKE	LAKE	MAGGIE	MAGGIE	MAGGIE	WAYNESVILLE	WAYNESVILLE	WAYNESVILLE
	18/19	18/19	17/18	18/19	18/19	17/18	18/19	18/19	17/18	18/19	18/19	17/18	18/19	18/19	17/18
July 2018 Received September 2018	\$3,201	\$3,106	\$3,099	\$1,250	\$810	\$1,076	\$6,198	\$8,010	\$7,217	\$24,313	\$26,054	\$25,267	\$14,616	\$14,783	\$13,961
August 2018 Received October 2018		\$2,790	\$3,229		\$766	\$877		\$5,431	\$5,331		\$19,872	\$18,880		\$13,122	\$13,112
September 2018 Received November 2018		\$2,701	\$3,416		\$512	\$934		\$2,810	\$4,664		\$17,725	\$20,049		\$12,045	\$12,250
October 2018 Received December 2018		\$3,079	\$3,602		\$926	\$1,339		\$5,278	\$6,125		\$26,856	\$24,077		\$17,189	\$15,802
November 2018 Received January 2019		\$2,206	\$2,328		\$357	\$856		\$2,838	\$3,047		\$10,983	\$10,911		\$9,485	\$9,390
December 2018 Received February 2019		\$1,331	\$1,677		\$555	\$959		\$1,555	\$1,905		\$14,076	\$12,853		\$5,945	\$6,943
January 2019 Received March 2019		\$961	\$1,010		\$571	\$968		\$629	\$895		\$8,461	\$7,753		\$3,863	\$4,459
February 2019 Received April 2019		\$1,007	\$1,104		\$547	\$469		\$1,051	\$673		\$9,313	\$6,719		\$4,186	\$4,190
March 2019 Received May 2019		\$1,458	\$2,152		\$607	\$787		\$1,620	\$1,516		\$6,612	\$8,342		\$5,346	\$5,948
April 2019 Received June 2019		\$2,152	\$1,929		\$596	\$730		\$2,097	\$2,593		\$8,834	\$9,527		\$7,619	\$7,423
May 2019 Received July 2019		\$2,736	\$2,750		\$758	\$918		\$4,491	\$4,640		\$14,447	\$14,212		\$11,447	\$11,116
June 2019 Received August 2019		\$3,484	\$3,395		\$712	\$1,009		\$10,494	\$7,484		\$21,985	\$22,265		\$14,589	\$14,182
<b>Total Received After Year End (Unavailable)</b>		<b>\$6,220</b>	<b>\$6,145</b>		<b>\$1,470</b>			<b>\$14,985</b>			<b>\$36,432</b>			<b>\$26,036</b>	
<b>Total 18/19 Projections</b>		<b>\$27,011</b>	<b>\$35,836</b>		<b>\$7,717</b>	<b>\$10,922</b>		<b>\$46,304</b>	<b>\$46,090</b>		<b>\$185,218</b>	<b>\$180,855</b>		<b>\$119,619</b>	<b>118,776</b>
<b>TOTAL of 2019 1% Projections</b>	<b>\$385,869</b>														
<b>Comparison to Budget YTD</b>	3%			2%			-23%			-7%				-1%	
<b>Comparison to July 2017</b>	3%			16%			-14%			-4%				5%	
<b>YTD Comparison with FY 17/18</b>	3%			16%			-14%			-4%				5%	
<b>% of YTD Collections</b>	5%			3%			13%			49%				29%	

**Projects Funded by the 28785/86 Waynesville 1% TDA Funding  
July 1, 2017 – June 30, 2018**

HART Theatre Advertising	\$ 4,000
Haywood County Arts Council Dance ARTS	\$ 5,000
Lake Logan Multisport Festival	\$ 1,800
Western Carolina Dog Fanciers Show	\$ 1,000
ARC of Haywood County Smoky Mtn. 9-Ball Shootout	\$ 1,590
Smoky Mountain Folk Festival	\$ 1,000
Whole Bloomin' Thing	\$ 3,000
Art After Dark	\$ 5,000
Melange of the Mountains	\$ 1,875
Apple Harvest Festival	\$ 2,250
Gateway to the Smokies Half Marathon	\$ 4,000
Concert Series at the Strand	\$ 5,000
Co-op Advertising for Wayneville	\$69,600
Christmas Tree Lighting Ceremony	\$ 452
A Night Before Christmas	\$ 2,000
Appalachian Lifestyle Celebration	\$ 2,905
DWA Social Media Marketing	\$ 1,000
Fall Décor for Downtown Waynesville	\$ 940
DWA Photography & Videography	\$ 1,200
Mountain Street Dances	\$ 3,825
Lake Junaluska 2017 Independence Day Celebration	\$ 4,000
Lake Junaluska 2018 Independence Day Celebration	\$ 3,000
DWA Winter Smokies Style	\$ 4,000
DWA Website	\$ 3,432
Plott Hound Sculpture in Hazelwood	\$ 5,000
<b>TOTAL</b>	<b>\$124,437</b>



# Waynesville

NORTH CAROLINA SMORIES

FY17-18 Marketing Recap

 CRAWFORD  
STRATEGY

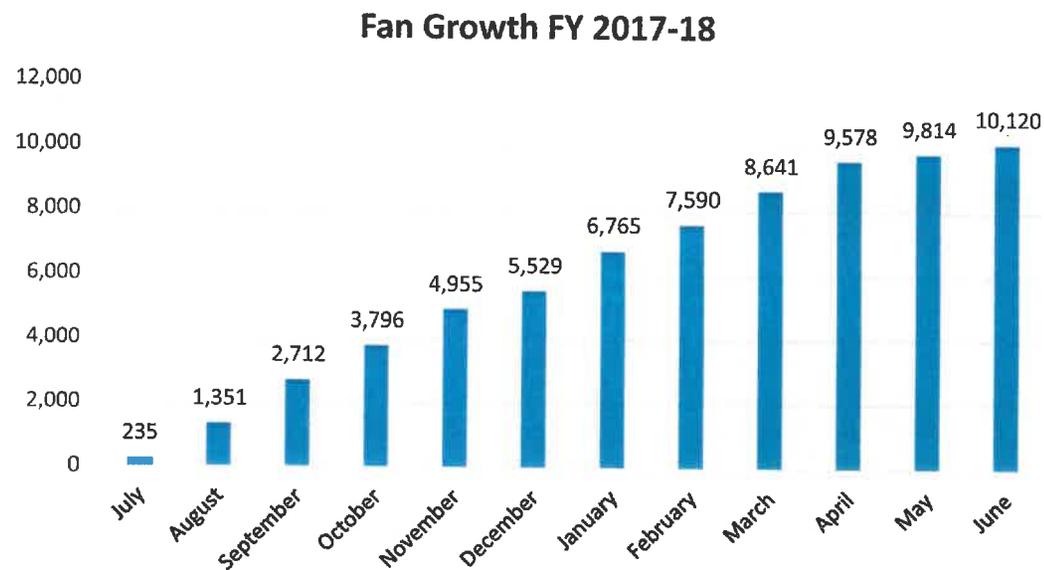
# Overview

## Goals

- Create a Facebook page to serve as the hub of marketing efforts
  - Grow fanbase
  - Post tourism-related content
- Build brand awareness
  - Honor legacy audience while bringing in fresh eyes
  - Drive traffic to the Waynesville pages on VisitNCsmokies.com
- Build an email database
  - Use Facebook to drive email signups
  - Sent out tourism-related content to drive interest

## Fan Growth

- Started the page from scratch in July
- Eclipsed 10,000 followers by the end of June



# Page Like Ads

**Suggested Page**

**Experience Waynesville**  
Sponsored

Have you heard of Waynesville, NC? Follow along to discover this extraordinary mountain town.



Experience Waynesville  
Government Organization  
10,801 people like this

**Suggested Page**

**Experience Waynesville**  
Sponsored

Waynesville, NC is one exciting mountain town! Follow along to find out why.



Experience Waynesville  
Government Organization  
10,801 people like this

**Suggested Page**

**Experience Waynesville**  
Sponsored

Follow along to discover more about this surprising foodie destination in the Smoky Mountains.



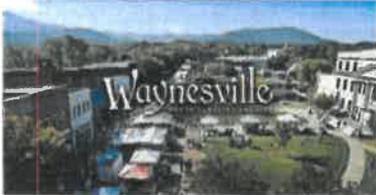
Experience Waynesville  
Government Organization  
10,801 people like this

Page Likes	Impressions	Reach	Frequency	Likes	Avg. Cost per Like	Conversion Rate
August	28,742	19,885	1.45	1,023	\$0.42	3.56%
September	34,486	25,677	1.34	1,188	\$0.59	3.44%
October	23,849	15,293	1.56	899	\$0.61	3.77%
November	25,290	16,479	1.53	1,140	\$0.37	4.51%
December	9,868	7,227	1.37	471	\$0.33	4.77%
January	23,341	16,330	1.43	920	\$0.18	3.94%
February	7,240	6,056	1.20	396	\$0.30	5.47%
March	18,205	14,410	1.26	678	\$0.29	3.72%
April	15,153	12,398	1.22	560	\$0.36	3.70%
May	5,880	2,407	2.44	136	\$0.81	2.31%
June	8,123	5,208	1.56	129	\$0.48	1.59%
	200,177	108,236	1.85	7,540	\$0.41	3.77%

# Web Traffic Ads

Waynesville Experience Waynesville Sponsored · 1h

Discover the quiet side of the Smoky Mountains. Experience Waynesville, NC!



visitncsmokies.com  
Discover Waynesville, NC  
Mountains, meet Main Street!

LEARN MORE

Like Comment Share

Waynesville Experience Waynesville Sponsored · 1h

Hiking through the Smokies? You won't want to miss a stop through Waynesville, NC.



visitncsmokies.com  
Explore Waynesville  
The hidden gem of the Smokies!

LEARN MORE

21 Like Comment Share

Waynesville Experience Waynesville Sponsored · 1h

Eat. Hike. Shop. Stay. Have you Experienced Waynesville yet?



visitncsmokies.com/waynesville  
Discover Waynesville, NC  
Mountains, meet Main Street!

LEARN MORE

3 Like Comment Share

Web Traffic	Impressions	Reach	Frequency	Link Clicks	Unique Link Clicks	Cost Per Click	Conversion Rate	Page Likes
September	15,256	13,394	1.14	506	467	\$0.35	3.32%	13
October	31,334	18,051	1.74	1,235	895	\$0.26	3.94%	26
November	3,764	2,681	1.40	117	108	\$0.18	3.11%	1
January	55,174	36,242	1.52	1,326	1,139	\$0.15	2.40%	125
February	60,521	42,415	1.43	1,568	1,378	\$0.19	2.59%	101
March	75,083	43,933	1.71	2,646	2,223	\$0.11	3.52%	108
April	136,554	82,735	1.65	3,381	2,975	\$0.17	2.48%	197
May	137,775	65,262	2.11	1,285	1,212	\$0.39	0.93%	129
June	73,737	41,528	1.78	2,825	2,128	\$0.16	3.83%	101
	589,198	284,435	2.07	14,889	12,525	\$0.19	2.53%	801

# Event Promotion Ads

Experience Waynesville shared an event. Sponsored

A street-wide event you don't want to miss! Enjoy food, drink, art, and a little post-holiday excitement with us.

SAT, JAN 17  
**Winter Arts Smokies Style - It's Chill Outside!**  
197 people interested · 8 going

INTERESTED

200 5 Comments

Like Comment

Experience Waynesville shared an event. Sponsored

Experience North Carolina's official international folk festival this month in Waynesville!

THU, JUL 19  
**Folkmoot Festival 2018 Folkmoot USA The "Official" No...**  
598 people interested

INTERESTED

151 4 Comments

Like Comment

Experience Waynesville shared an event. Sponsored

Don't miss the annual Whole Bloomin' Thing festival. Stock up on hanging plants, annuals, perennials, shrubs, trees, and more!

SAT, MAY 12  
**The Whole Bloomin' Thing Festival**  
371 people interested · 126 going

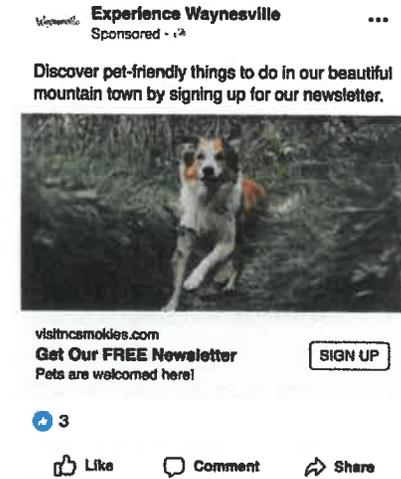
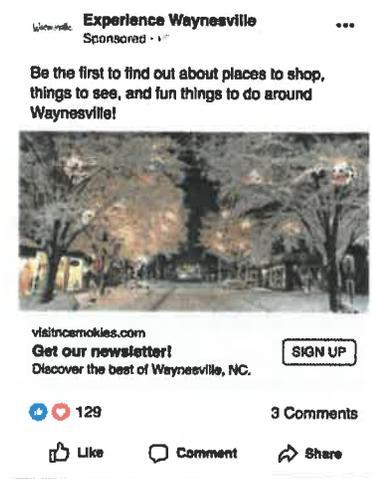
INTERESTED

33

Like Comment

Event Promotion	Event	Impressions	Reach	Frequency	Event Responses	Cost Per Response	Conversion Rate	Page Likes
September	Waynesville Block Party	8,707	5,094	1.71	135	\$0.37	1.55%	19
September	Mountain Street Dance	3,996	1,982	2.02	51	\$0.98	1.28%	10
October	Apple Harvest Fest	20,248	14,611	1.39	478	\$0.26	2.36%	45
January	Winter Arts	14,756	8,606	1.71	183	\$0.77	1.24%	22
February	Winter Arts	11,402	6,880	1.66	195	\$0.51	1.71%	14
March	Winter Arts	22,361	12,015	1.86	244	\$0.82	1.09%	23
April	Whole Bloomin' Thing	6,174	4,041	1.53	117	\$0.43	1.90%	7
May	Art After Dark	7,593	3,831	1.98	136	\$0.37	1.79%	11
June	Folkmoot	8,762	3,034	2.89	116	\$0.65	1.32%	3
		103,999	47,964	2.17	1,655	\$0.51	1.59%	154

# Email Signup Ads



Email Signups	Impressions	Reach	Frequency	Conversions	Cost per Conversion	Conversion Rate	Page Likes
December	21,036	5,635	3.73	314	\$0.47	1.49%	11
January	58,404	28,537	2.05	709	\$0.48	1.21%	95
February	43,199	22,607	1.91	491	\$0.67	1.14%	242
March	18,346	10,249	1.79	306	\$0.49	1.67%	154
	140,985	51,029	2.76	1,820	\$0.53	1.29%	502

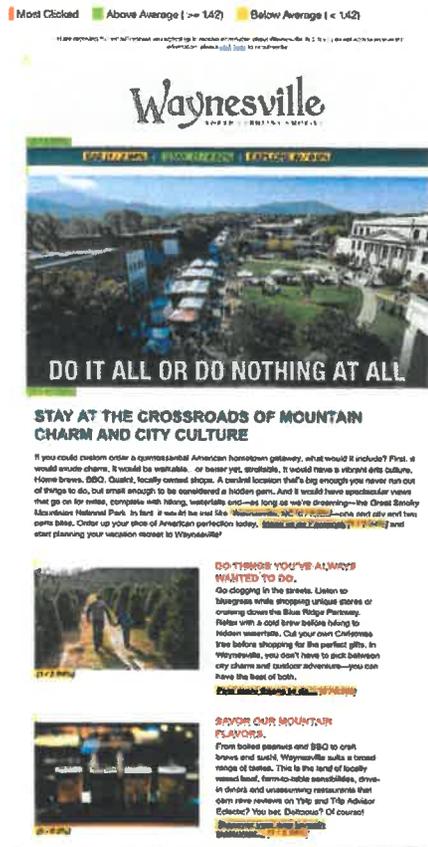
## Email Program Results – 2017/18 Fiscal Year Recap

Waynesville Email Summary - FY 2017 - 2018												
Campaign	# Sent	# Delivered	# Sent (Remail)	# Delivered (Remail)	% Delivered (Combined)	# Opened	% Opened	Website Visitors	% Website Visitors	Website Visitor to Open %	Unsub	% Unsub
<b>November</b>	336	323	232	230	97.4%	241	74.6%	49	15.2%	20.3%	2	0.4%
<b>January</b>	696	683	456	453	98.6%	576	84.3%	107	15.7%	18.6%	6	0.5%
<b>March</b>	2,277	2,239	1,485	1,467	98.5%	1,955	87.3%	347	15.5%	17.7%	17	0.5%
<b>Total Performance</b>	<b>3,309</b>	<b>3,245</b>	<b>2,173</b>	<b>2,150</b>	<b>98.4%</b>	<b>2,772</b>	<b>85.4%</b>	<b>503</b>	<b>15.5%</b>	<b>18.1%</b>	<b>25</b>	<b>0.5%</b>

- Total database size: 2,295 records
- Continuous open rate increases as list grows
- May see a decline due to spacing of newsletters

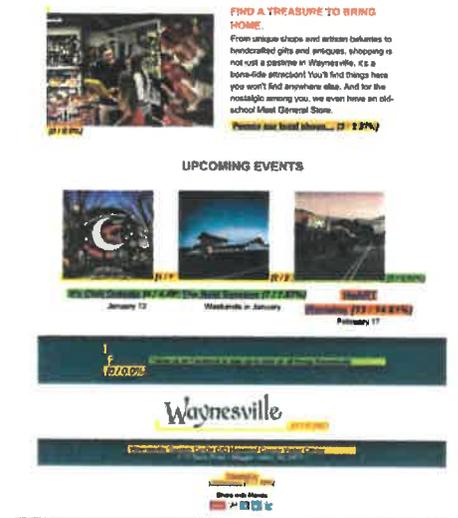
# November Email Newsletter

- First email newsletter deployed November 18
- Sent to leads from website and Facebook ads
- Most popular content:
  - 35.3% - A Night Before Christmas
  - 11.7% - Header Image
  - 8.8% - "Stay" link in header nav bar
  - 8.8% - Stay Your Own Way feature



# January Email Newsletter

- Second email newsletter deployed January 13
- Database size doubled from first email to second and engagement increased
- Most popular content:
  - HeART Warming Event: 20.2%
  - Admire Art feature: 13.5%
  - Header + Nav: 13.5%
  - Special Performance: 11.2%
  - Find a treasure: 3.4%



# March Email Newsletter

- Third email newsletter deployed on March 10
- Database tripled in size from previous mailing due to Facebook advertising
- Most popular content:
  - Fish Fry Event, 11.8%
  - Bring Your Pooch feature: 10.0%
  - Melange of Mountains Event: 7.6%
  - Luck of the Art: 7.3%



EAT | STAY | EXPLORE



**WE SET THE SCENE FOR SPRING.**

**BE STUNNED BY THE NATURAL BEAUTY OF SPRINGTIME IN WAYNESVILLE.**

Yellow trillium. Blue swallowtail butterflies. Fresh, clean air. And waterfalls roaring from winter's melt. Welcome to the sights, sounds and idyllic sensations of spring in Waynesville, NC! Each day brings something new to discover and, from week to week, the landscape changes indefinitely until summer comes. Best of all, with fewer tourists tuned into the magic of our other color season there are times and places you can feel like you have it all to yourself! So pack a picnic to enjoy and dive deep into the spirit of renewal and lesser-known (but utterly jaw-dropping) glories of spring in Waynesville!

**BRING YOUR POOCH AND TAKE HOME A GROWLER!**  
April is Beer Month in North Carolina, and Waynesville is home to two of the three breweries in Haywood County! Better yet they both allow dogs on their outdoor porches. Try a burger and a delicious IPA at Bogam Brewing or bring a picnic lunch to enjoy at Frog Level Brewing. [Find out more about Beer Month...](#)

**CAST YOUR LINE IN SOME HUNGRY FISHING HOLES.**  
Throughout North Carolina, select streams and creeks are designated Mountain Heritage Trout Waters. In Waynesville, Richland Creek offers two miles of hungry trout waters. No tackle? No problem! A visit to the Haywood County Visitor Center can outfit you with a rod, tackle box, fishing license and keel! [Learn more about the trout waters!](#)



**STOP AND SMELL THE WILDFLOWERS.**  
Fieldfare terns. Fire pinks. White and yellow trilliums. Each week of spring, a new batch of blossoms bursts forth, bringing magic to Waynesville on trails like Stack Balsam Knob, Purchase Knob and the Cataloochee Valley. Stop by the Visitor Center for hand-drawn maps of some of the best trails in the Great Smoky Mountains! [Find more outdoor activities...](#)

**UPCOMING EVENTS**

 <b>Luck of the Art Smokies Arts</b> March 11	 <b>Eat, Drink, Fish, Eat! Eatery</b> March 1-31	 <b>Melange of the Mountains</b> March 22
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Waynesville

Discover the Smokies  
Share with Friends

## Partner Email Programs

- Mountain South Media Newsletter
  - Large distribution (~40,000) with an audience of diverse interests
  - Open rate around 10%
  - Similar content to co-op newsletter, but reaching different audiences
- Mountaineer Events Newsletter
  - Large distribution (~40,000)
  - Open rate around 11%
  - Event-focused content

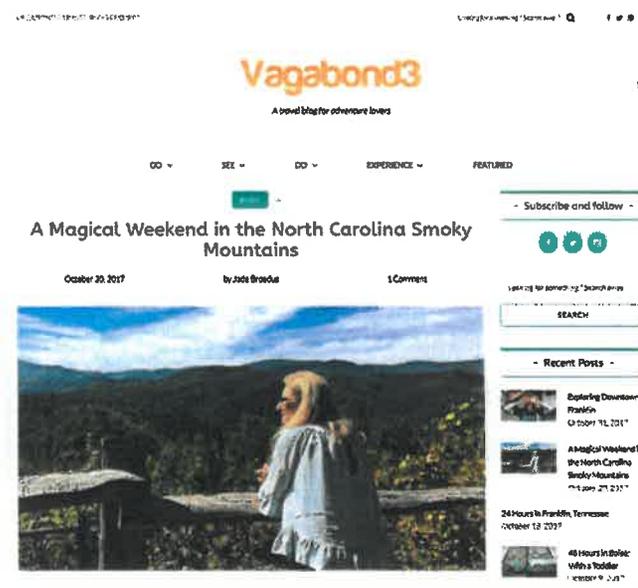


## Influencer Program

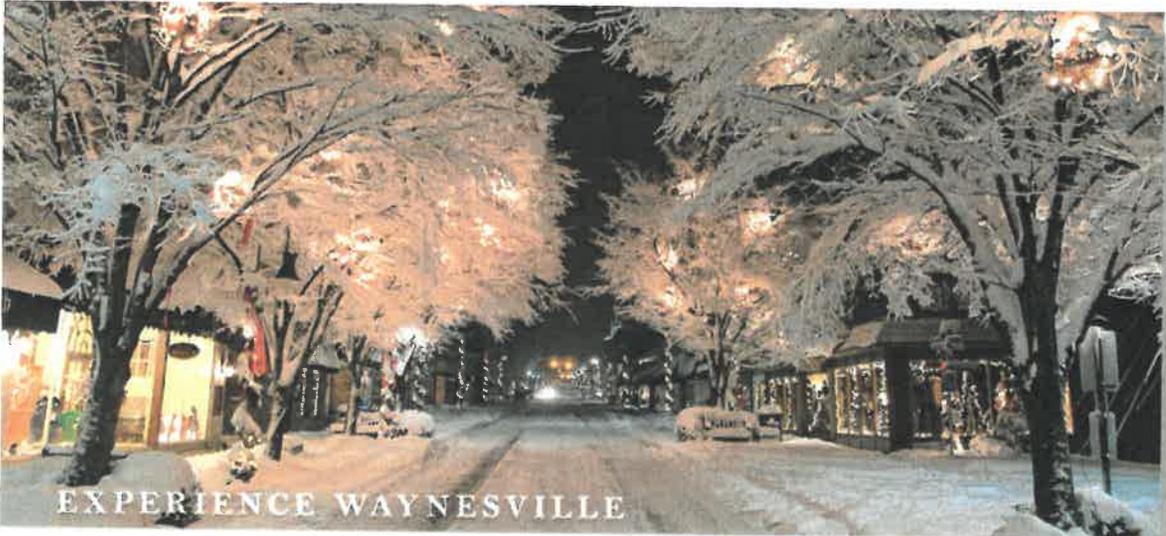
- Jade Broadus of Vagabond3 visited between Sept. 28 – Oct. 1
- Wrote a blog and posted on social about her time spent in Haywood County

## Results

- Additional 80,000+ banner impressions from iExplore.com
- 9+ million social impressions
  - Sources include Facebook, Twitter, Instagram, and Instagram Stories
- 2 evergreen articles, one on Vagabond3 and one on iExplore.com
  - 22,994 views on Vagabond3
  - 42,810 views on iExplore



# Print – Smoky Mountain Living (Feb/March)



EXPERIENCE WAYNESVILLE

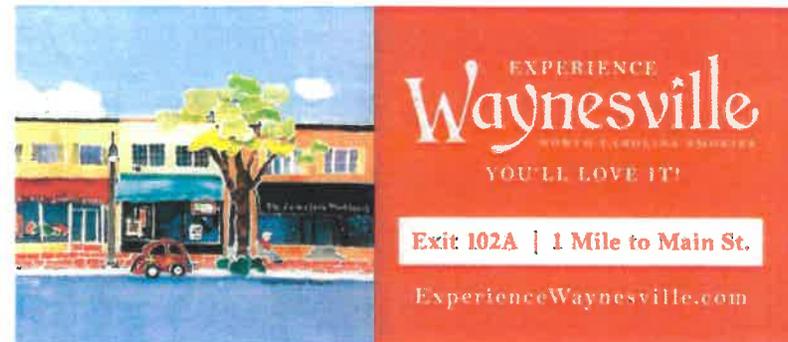
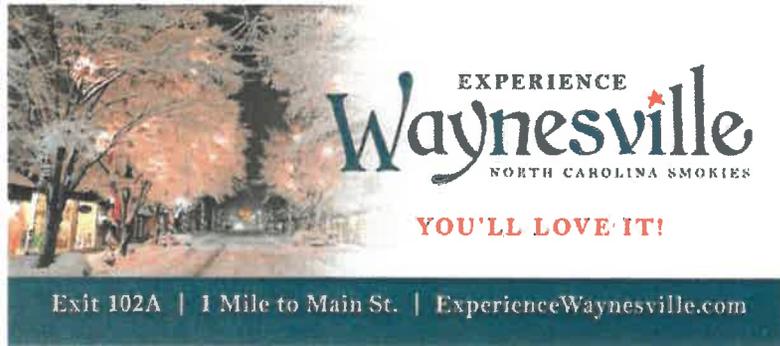
Where the Great Smoky Mountains meet Main Street.  
Stroll your way through a host of walkable shops before indulging your appetite at a local coffee shop or quenching your thirst at one of our many homegrown breweries or wine sellers. Then, spill into the streets for inspiration at a Winter Arts Smokies Style gallery crawl or catch a live performance at our very own HART theatre. After that, rest up so you can hit the trail for the next day's scenic winter hike.  
Plan your stay today at [ExperienceWaynesville.com](http://ExperienceWaynesville.com)

Waynesville  
NORTH CAROLINA SMOKIES

Find events and inspiration  @ExperienceWaynesville

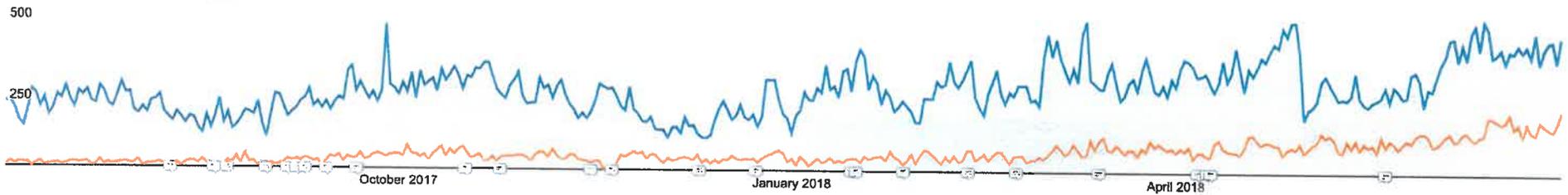
Waynesville  
NORTH CAROLINA SMOKIES

## Outdoor – Clayton GA & Barber's Orchard



# Website – Traffic to Waynesville Pages

Jul 1, 2017 - Jun 30, 2018: ● Sessions  
 Jul 1, 2016 - Jun 30, 2017: ● Sessions

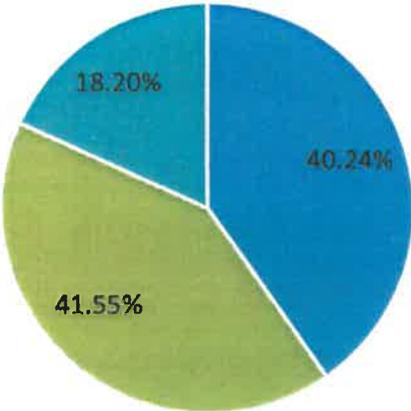


	2016/17	2017/18
July	380	6,062
August	492	4,999
September	873	7,821
October	1,350	9,509
November	1,127	6,693
December	1,098	5,195
January	1,064	7,551
February	1,260	7,078
March	2,042	9,378
April	2,271	9,898
May	2,867	7,796
June	4,101	11,374
<b>Total</b>	<b>18,925</b>	<b>93,354</b>

- New webpages launched in August
- Waynesville became #1 organic page
- 377% increase in organic traffic
- 19,655 social sessions vs. 94 social sessions from previous year
- 176% increase in paid search traffic

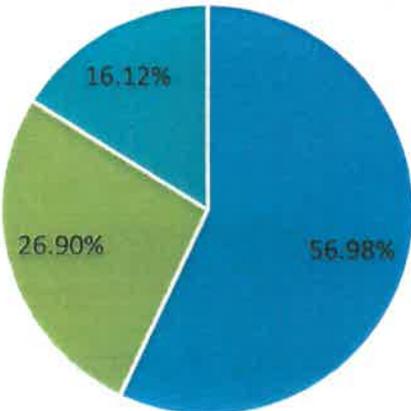
# Website – Device Breakdown

Device Breakdown  
July 2016 - June 2017



■ mobile ■ desktop ■ tablet

Device Breakdown  
July 2017 - June 2018



■ mobile ■ desktop ■ tablet

## Summary

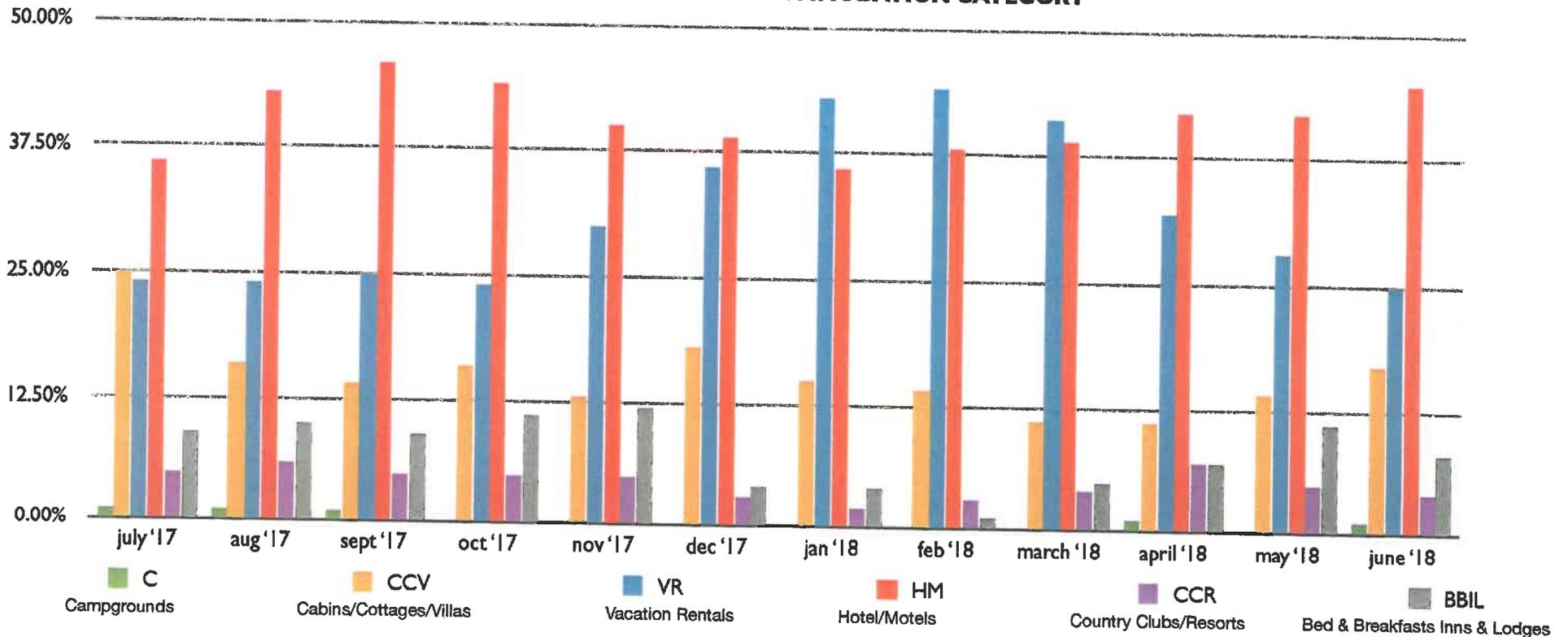
- Unified approach to promote Waynesville as a vibrant destination
- Facebook has become a pillar for brand awareness and engagement
- Continued growth of quality, cost-effective leads
- Maintained outdoor and print presence with limited budget

# 17/18 OCCUPANCY TAX BY CATEGORY

**OCCUPANCY TAX JULY 2017 - JUNE 2018**

TYPE	JULY '17	AUG '17	SEPT '17	OCT '17	NOV '17	DEC '17	JAN '18	FEB '18	MARCH '18	APRIL '18	MAY '18	JUNE '18
C	1.00%	1.00%	1.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	1.00%	0.00%	1.00%
CCV	25.00%	16.00%	14.00%	16.00%	13.00%	18.00%	15.00%	14.00%	11.00%	11.00%	14.00%	17.00%
VR	24.00%	24.00%	25.00%	24.00%	30.00%	36.00%	43.00%	44.00%	41.00%	32.00%	28.00%	25.00%
HM	36.00%	43.00%	46.00%	44.00%	40.00%	39.00%	36.00%	38.00%	39.00%	42.00%	42.00%	45.00%
CCR	5.00%	6.00%	5.00%	5.00%	5.00%	3.00%	2.00%	3.00%	4.00%	7.00%	5.00%	4.00%
BBIL	9.00%	10.00%	9.00%	11.00%	12.00%	4.00%	4.00%	1.00%	5.00%	7.00%	11.00%	8.00%

**OCCUPANCY TAX BY ACCOMMODATION CATEGORY**



HCTDA Historical Report  
1% Net Occupancy Tax

	A	B	C	D	E	F	G	H	I	J	K
1	Budget Year	28716	%	28721	%	28745	%	28751	%	28785 & 28786	%
2		Canton	change	Clyde	change	Lake	change	Maggie	change	Waynesville	change
3						Junaluska		Valley			
4											
5	2008/2009	\$20,358		\$461		\$9,336		\$138,066		\$68,078	
6	2009/2010	\$17,391	-15%	\$583	26%	\$9,817	5%	\$129,021	-7%	\$64,010	-6%
7	2010/2011	\$18,140	4%	\$614	5%	\$9,567	-3%	\$122,955	-5%	\$70,936	11%
8	2011/2012	\$16,912	-7%	\$544	-11%	\$10,455	9%	\$122,359	0%	\$71,127	0%
9	2012/2013	\$18,329	8%	\$831	53%	\$10,934	5%	\$133,011	9%	\$77,681	9%
10	2013/2014	\$18,208	-1%	\$2,830	341%	\$11,198	2%	\$138,015	4%	\$74,990	-3%
11	2014/2015	\$22,556	24%	\$2,509	-11%	\$10,218	-9%	\$151,185	10%	\$79,106	5%
12	2015/2016	\$26,158	16%	\$4,576	182%	\$14,401	41%	\$163,932	8%	\$94,751	26%
13	2016/2017	\$28,101	7%	\$6,972	52%	\$31,827	121%	\$180,226	10%	\$109,476	16%
14	2017/2018	\$29,691	6%	\$10,922	57%	\$46,090	45%	\$180,855	1%	\$118,776	8%
15											
16	<b>TOTAL</b>	<b>\$215,844</b>		<b>\$30,842</b>		<b>\$163,841</b>		<b>\$1,459,625</b>		<b>\$828,931</b>	
17		8%		1%		6%		54%		31%	

# **The 2017 Economic Impact of Travel**

## **On Haywood County**

**Prepared for Visit North Carolina**

**By the U.S. Travel Association**

- Tourism in Haywood County generated expenditures of \$182.27 million in 2017. This was a 1.95% increase from 2016.
- More than 1,820 jobs in Haywood County were directly attributable to travel & tourism.
- Travel to Haywood County generated \$40.90 million in payroll in 2017.
- Local tax revenues generated from travel to Haywood County are \$6.90 million.
- State tax revenues generated from travel to Haywood County are \$10.09 million.
- As a result of tourism, the tax savings per Haywood County resident is \$272.79.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: September 25, 2018**

**SUBJECT:** Call for a Public Hearing to consider a map and text amendment to establish a Mixed Use Overlay District over ten lots on the southside of Broadview, PINs 8615-79-2068, 8615-79-1121, 8615-79-0231, 8615-69-9255, 8615-69-8390, 8615-69-8314, 8615-69-7326, 8615-69-6435, 8615-69-4554, 8615-69-2680 as the East Waynesville Urban Residential MXO.

**AGENDA INFORMATION:**

**Agenda Location:** CALL FOR PUBLIC HEARING  
**Item Number:** C4  
**Department:** Development Services  
**Contact:** Elizabeth Teague, Development Services Director  
**Presenter:** Elizabeth Teague, Development Services Director

**BRIEF SUMMARY:** This public hearing would consider establishing a mixed-use overlay to allow Business Support Services, Live-Work Units, Neighborhood Commercial, Neighborhood Restaurant, Personal Services, Professional Services and Studios (such as art, dance, martial arts, music), as permitted uses along the south side of Broadview from Summit Street to Overbrook Drive. At their meeting on September 17, the Planning Board held a public hearing and unanimously recommends that rezoning these properties is consistent with the 2020 Land Use Plan, and is reasonable and in the public interest.

**MOTIONS FOR CONSIDERATION:**

1. Call for a Public Hearing to be held at the next regularly scheduled Board of Aldermen Meeting on October 9, 2018, at 6:30pm.

**FUNDING SOURCE/IMPACT:** N/A

**ATTACHMENTS:**

1. Area Map
2. Staff report from the September 17, 2018 Planning Board Meeting.

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** This is a Call for a Public Hearing Only.

## Planning Board Staff Report

Subject: Proposal to create a Mixed-Use Overlay District within East Waynesville Urban Residential District  
Ordinance Section: 2.5.3 (Table of Permitted Uses) and 2.1 (Official Land Development Map)  
Applicant: Planning Board-Initiated  
Meeting Date: September 17, 2018

### Background

At its June and July meetings, the Planning Board discussed overlay districts and the addition of two new uses, “neighborhood restaurant” and “neighborhood commercial,” to the Table of Permitted Uses as uses within existing overlay districts. At the July meeting, in response to a rezoning request along Broadview Road, the Planning Board directed staff to study the possible creation of a mixed-use overlay of several lots along Broadview in the East Waynesville Urban Residential District. Discussion included:

- Broadview Road is an example of the concern that arises when district boundaries follow the centerline of streets, in that property on one side of the street is not given the same development rights as property on the other side of the street;
- There is a topographic change along the rear property lines of those properties on the same side of the property in question and facing Broadview Road, and the rear property lines in that area could be a more appropriate zoning boundary;
- This side of Broadview Road could be a possible overlay district that would allow limited commercial uses, but would involve additional properties and would be a text *and* zoning map amendment;
- The property (140 Broadview Road) has been used as a professional services office since the building’s construction in 2008;
- There is not a great difference in land use impact between “professional services” and “personal services,” but there remains concern about the encroachment of other types of commercial zoning into a residential area;
- There is concern that even though the rezoning would accommodate the hair salon which would seem an appropriate re-use of the existing office building, the rezoning would allow/introduce other types of commercial uses (see Table of Permitted Uses) which might negatively affect the adjacent residential properties;
- There is a desire to work with this applicant to allow the real estate transaction, but to revisit this area as an overlay district as part of the comprehensive land use plan updates.

Subsequent research of Haywood County land records shows that this particular area has a “pre-existing non-conforming” history. Along this side of Broadview Road, from the two properties in question to the intersection of North Main and Summit, a total of 7 lots, the county tax records indicate: “land

description - Commercial Secondary.” It would appear that, at one time, this side of Broadview Road may have allowed commercial uses. This would make sense, because in addition to the insurance office at 140 Broadview Road, there are two other commercial office buildings at 20 and 62, which were built in 1958 and 1959 respectively.

The Land Development Standards describes a Mixed-Use Overlay District as follows:

#### **2.6.2 Mixed-Use Overlay District**

- A. Purpose:** The Mixed-Use Overlay District (MX-O) is a zoning overlay district established to permit certain limited mixed-uses within residential neighborhoods.
- B. Applicability:** The frontage of locations or blocks shall be identified on the Land Development Map to permit certain non-residential uses as permitted in the Use Table in Section 2.5.3. Such locations are noted as either PC (permitted on any Corner Lot located at the intersection of two publicly-maintained streets) or PL (Permitted in Designated Locations on the Land Development Map).

Purpose and Intent Statement for the Zoning Districts in Question:

#### **2.3.4 Urban Residential Districts (UR) Purpose and Intent**

- A.** The **East Waynesville Urban Residential District (EW-UR)** is an urban neighborhood of mostly medium to high density residential development bordering the Waynesville town center. Higher density development is encouraged closer to town with lesser densities found as the district approaches areas with steeper slopes. A number of public spaces are found in this district including the East Street and Vance Street parks. It will be important as new development and redevelopment occurs for connections to be made to such public spaces and throughout the district.

### **Consistency with the 2020 Comprehensive Land Development Plan**

In the Waynesville: Our Heritage, Our Future, 2020 Land Development Plan, the stated Land Use Goal is:

“Promote the orderly growth, development and enhanced land values of the Town of Waynesville by preserving and improving Waynesville's existing neighborhoods, creating more attractive commercial centers, maintaining a strong downtown area, taking steps to reduce urban sprawl and protecting the natural beauty of the community.” (2020 LDP, p. 4-2)

Objectives under this goal include:

“Designate appropriate amounts of land to reflect desired development patterns and to accommodate the projected residential, commercial, industrial, institutional and recreational needs of the Town of Waynesville over the next twenty years.” (Page 4-2)

“Promote infill development in the Town of Waynesville as an alternative to continued outward expansion.” (Page 4-4)

“Work to preserve the important character and scale of each unique area within the larger Waynesville community by building on those elements identified as important to defining each area.” (Page 4-5)

Another key goal of the Land Use Plan is to:

“Maintain and strengthen a broad-based economy in Waynesville comprised of a vibrant and expanding manufacturing, retail, agricultural, services, governmental and construction sectors.” (Page 4-19)

An Objective under this goal includes:

“Designate and support the development of appropriate amounts of land to meet the needs of the different sectors of the economy.” (Page 4-19)

## **Mixed-Use Overlay Districts**

The Town of Waynesville’s jurisdiction contains nine mixed-use overlay districts:

**Dellwood Residential Medium Density MXO** – A 1,000-foot wide corridor centered on Russ Avenue from U.S. Highway 23/74 to Jule Noland Drive and Dayton Drive.

**Francis Cove Residential Low Density MXO** – A corridor consisting of properties along Pigeon Road from Old School Road to Bluegrass Lane.

**Hazelwood Urban Residential MXO** – A corridor consisting of properties located on the west side of South Main Street from Virginia Avenue to Mississippi Avenue.

**Love Lane Neighborhood Residential MXO** – A corridor consisting of most of the properties that front Dellwood City Road from Chestnut Park Drive to Arnold Heights with three additional properties north of Paralee Lane.

**Main Street Neighborhood Residential MXO** – Two properties located at the corner of Richland Street and Goodyear Street.

**Ninevah Neighborhood Residential MXO** – A corridor consisting of properties located at the corner of Country Club Drive/Crymes Cove Road and Oakdale Road.

**Raccoon Creek Neighborhood Residential MXO** – A corridor consisting of the properties north of Asheville Highway from Piccadilly Drive to Hillside Terrace.

**South Waynesville Residential Medium Density MXO** – A corridor consisting of properties along Old Balsam Road from 120 Old Balsam Road to Skyland Road (the westernmost portion of the town’s jurisdiction along this road) and an additional property located on the Great Smoky Mountains Expressway.

**Walnut Street Neighborhood Residential MXO** – Multiple corridors consisting of properties along several streets, including Walnut Street, West Marshall Street, North Main Street, Nelson Park Drive, Woolsey Heights, and Wall Street.

The proposed district would be called the **East Waynesville Neighborhood Residential MXO**, and would be described as follows:

A corridor consisting of properties along the south side of Broadview Road from Overbrook Drive to Summit Street.

This mixed-use overlay would permit the following uses, indicated by a PL on the Table of Permitted Uses in the EW-UR District: Business Support Services, Live-Work Units, Neighborhood Commercial, Neighborhood Restaurant, Personal Services, Professional Services, and Studios (Art, Dance, Martial Arts, Music).

## **Staff Recommendation**

Mixed-use overlay districts are designed to promote limited commercial uses along corridors adjacent to residential districts. The compromise approach of permitting some additional non-residential uses at a scale that is more appropriate to the scale of such residential districts and would allow limited infill development that could serve to promote walkability within neighborhoods and can provide goods, services, and jobs to those neighborhoods. The historic pattern of uses along Broadview Road would support the creation of a mixed-use overlay.

Staff recommends the Planning Board initiate a Zoning Map amendment to rezone the 10 properties (PINs 8615-79-2068, 8615-79-1121, 8615-79-0231, 8615-69-9255, 8615-69-8390, 8615-69-8314, 8615-69-7326, 8615-69-6435, 8615-69-4554, and 8615-69-2680) located on the south side of Broadview Road to EW-NR MXO as shown on the attached map, with the following uses permitted in this MXO: Business Support Services, Live-Work Units, Neighborhood Commercial, Neighborhood Restaurant, Personal Services, Professional Services, and Studios (Art, Dance, Martial Arts, Music).

## **Attachments**

Map of proposed Mixed-Use Overlay District

## **Suggested Actions**

1. Motion to find the creation of the EW-UR MXO consistent with the Waynesville 2020 Land Development Plan.
2. Motion to create the EW-UR MXO, described as the 10 properties located along the south side of Broadview Road from Overbrook Drive to Summit Street (PINs 8615-79-2068, 8615-79-1121, 8615-79-0231, 8615-69-9255, 8615-69-8390, 8615-69-8314, 8615-69-7326, 8615-69-6435, 8615-69-4554, and 8615-69-2680), as shown on the attached map of the proposed Mixed-Use Overlay District, with the following uses permitted within the MXO: Business Support Services, Live-Work Units, Neighborhood Commercial, Neighborhood Restaurant, Personal Services, Professional Services, and Studios (Art, Dance, Martial Arts, Music).

# Haywood County



September 11, 2018

Proposed East Waynesville Urban Residential Mixed-Use Overlay

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: September 25, 2018**

**SUBJECT:** Call for a Public Hearing to consider a map amendment to rezone the 122 and 140 Broadview, PINs 8615-69-9255 and 8615-69-8390 from North Main Street Neighborhood Center to East Waynesville Urban Residential MXO.

**AGENDA INFORMATION:**

**Agenda Location:** CALL FOR PUBLIC HEARING  
**Item Number:** C5  
**Department:** Development Services  
**Contact:** Elizabeth Teague, Development Services Director  
**Presenter:** Elizabeth Teague, Development Services Director

**BRIEF SUMMARY:** These two lots were recently rezoned, but both the Board of Aldermen and the Planning Board expressed that the area along Broadview where these lots are located is more suitable for a Mixed Use Overlay District. At their meeting on September 17, the Planning Board held a public hearing and unanimously recommends that rezoning these properties is consistent with the 2020 Land Use Plan, and is reasonable and in the public interest.

**MOTIONS FOR CONSIDERATION:**

1. Call for a Public Hearing to be held at the next regularly scheduled Board of Aldermen Meeting on October 9, 2018, at 6:30pm.

**FUNDING SOURCE/IMPACT:** N/A

**ATTACHMENTS:**

1. Area Map
2. Staff report from the September 17, 2018 Planning Board Meeting.

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** This is a Call for a Public Hearing Only.

## Planning Board Staff Report

Subject: Map Amendment Request from North Main Neighborhood Center to East Waynesville Urban Residential as part of an Overlay District, at 140 Broadview and at 122 Broadview Rd, an undeveloped adjacent lot, PINs 8615-69-9255 and 8615-69-8390

Ordinance Section: Chapter 2; Section 15.1417.3

Applicant: Planning Board and Board of Aldermen

Meeting Date: September 17, 2018

### Background:

The owners of two properties located along Broadview Road requested rezoning from EW-UR to NM-NC in order for a salon to locate within a pre-existing professional office building which was approved by the Board of Aldermen on July 24, 2018. At the August Meeting, the Planning Board directed staff to bring back Board initiated map and text amendments to establish an overlay district with enumerated uses identified in the Permitted Uses Table and to rezone these lots back to EW-UR for inclusion in the overlay. On August 21, the Board of Aldermen determined to re-hear all zoning changes, including this one related to Broadview, in order to address any technical issues related to the framing of consistency statements and board actions in light of changes to NCGS 160A-383. The Aldermen motion stated:

*“To waive the 12 month waiting period for application for the text amendment to the Town of Waynesville Land Development Standards to rezone the 120 and 140 Broadview, PINs 8615-69-9255 and 8615-69-8390 from East Waynesville Urban Residential to North Main Street Neighborhood Center as there has been a substantial change in circumstances related to the request due to the omission of an express reference to the Board’s reasons that the Board discussed in the motion to find that the amendment was consistent with the Land Use Plan, as well as the original applicant has sold the property and there has been substantial financial investment by the party who purchased these properties for their business.”*

Reconsideration of this rezoning action in favor of the establishment of an Overlay District, would still meet the initial request of the property owners to allow a personal service use on this property, but would be more restrictive than a change in zoning type to NM-NC. In so doing, the Town can also address and ensure technical correctness with 160A-383, related to Statements of Consistency.

The purpose and Intent Statement for the Zoning Districts in Question:

#### **2.3.4 Urban Residential Districts (UR) ☐ Purpose and Intent**

- A.** The **East Waynesville Urban Residential District (EW-UR)** is an urban neighborhood of mostly medium to high density residential development bordering the Waynesville town center. Higher density development is encouraged closer to town with lesser densities found as the district approaches areas with steeper slopes. A number of public spaces are found in this district including the East Street and Vance Street parks. It will be important as new development and redevelopment occurs for connections to be made to such public spaces and throughout the district.

### 2.3.5 Neighborhood Center Districts (NC) ☐ Purpose and Intent

A. The **North Main Street Neighborhood Center District (NM-NC)** is a mixed use district that forms the gateway into town from the northeast. The setting of this district is important as it frames Eagles Nest Mountain at the apex of the hill on North Main and forms a forced perspective to the "center" of the district -- the intersection of Walnut and Main Streets. As a result, maintaining inviting vistas down Main Street and creating an attractive public realm are the objective of many of the standards set forth for this district. Street walls, boulevard trees and sign control will all be important in meeting these objectives as the street is redesigned. Working to keep traffic congestion to a minimum in this area will require the use of rear access drives, side street entrances and shared driveway connections. The uses found in the North Main Street Boulevard District serve not only the surrounding neighborhoods, but all of the Waynesville community and are varied in nature.

### 2.6.2 Mixed-Use Overlay District

**A. Purpose:** The Mixed-Use Overlay District (MX-O) is a zoning overlay district established to permit certain limited mixed-uses within residential neighborhoods.

**B. Applicability:** The frontage of locations or blocks shall be identified on the Land Development Map to permit certain non-residential uses as permitted in the Use Table in Section 2.5.3. Such locations are noted as either PC (permitted on any Corner Lot located at the intersection of two publicly-maintained streets) or PL (Permitted in Designated Locations on the Land Development Map).

## Consistency with the 2020 Comprehensive Land Development Plan

In the Waynesville: Our Heritage, Our Future, 2020 Land Development Plan, the stated Land Use Goal is:

“Promote the orderly growth, development and enhanced land values of the Town of Waynesville by preserving and improving Waynesville's existing neighborhoods, creating more attractive commercial centers, maintaining a strong downtown area, taking steps to reduce urban sprawl and protecting the natural beauty of the community.” (2020 LDP, p. 4-2)

Objectives under this goal include:

- “Designate appropriate amounts of land to reflect desired development patterns and to accommodate the projected residential, commercial, industrial, institutional and recreational needs of the Town of Waynesville over the next twenty years.” (Page 4-2)
- “Promote infill development in the Town of Waynesville as an alternative to continued outward expansion.” (Page 4-4)
- “Work to preserve the important character and scale of each unique area within the larger Waynesville community by building on those elements identified as important to defining each area.” (Page 4-5)

Another key goal of the Land Use Plan is to “Maintain and strengthen a broad-based economy in Waynesville comprised of a vibrant and expanding manufacturing, retail, agricultural, services, governmental and construction sectors.” (Page 4-19)

An Objective under this goal includes:

- Designate and support the development of appropriate amounts of land to meet the needs of the different sectors of the economy. (Page 4-19)

Staff submits that the application of an overlay district will encourage continued success of existing businesses within the proposed district promoting the re-use of land and the economy, while also better maintaining the integrity of the residential district in which these properties are located.

## **Staff Recommendation**

Staff feels that in light of the Planning Board’s and Board of Aldermen’s consideration, this project is consistent with the Land Use Plan and is reasonable and in the public interest for many reasons which have already been discussed in previous meetings.

1. This side of Broadview has allowed professional services and there are already office buildings and commercial uses in existence along with residential. Therefore this side of Broadview is already mixed-use to some degree, and this property itself is already commercial since it has been an insurance office since 2008.
2. This property faces an automotive service center and warehouse which is not conducive to the property returning to a residential use.
3. This property is adjacent to residential properties and so while commercial in use, it is more appropriate to keep the commercial uses within a residential scale and to limit the variety of uses allowed.

Staff requests that the Board use the attached worksheet in determining their decision and that they make two distinct motions: to adopt a statement of consistency; and to adopt the change in zoning map.

## **Attachments**

Map of proposed Properties to be rezoned

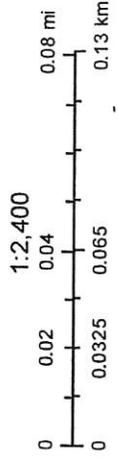
## **Suggested Actions**

1. Motion to adopt the Statement of Consistency as determined.
2. Motion to rezone 140 and 122 Broadview, PINs 8615-69-9255 and 8615-69-8390, to EW-UR MXO.

# Haywood County



September 11, 2018



 Proposed East Waynesville Urban Residential Mixed-Use Overlay

 **PROPOSED RETZONING**

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date: September 25, 2018**

**SUBJECT:** Award of Contract for Big Cove 2MG Water Tank Rehabilitation Project

**AGENDA INFORMATION:**

**Agenda Location:** NEW BUSINESS  
**Item Number:** D6  
**Department:** Public Services Department  
**Contact:** David Foster, Preston Gregg, Kyle Cook  
**Presenter:** Rob Hites

**BRIEF SUMMARY:**

The Public Services Department re-advertised for the construction repair work to rehabilitate the two million gallon Big Cove water tank, located at the head of Allen's Creek Rd. Request for proposals were required to be submitted back to the Town no later than Friday September 7, 2018, in which only two bidders were responsive on. This project falls under \$500,000; in which the North Carolina Procurement requirements for informal bidding were followed. In accordance with North Carolina G.S. 143-132, there is no minimum number of bids that shall be received to award a contract under the informal bidding requirements. The responsive bidder was local contractor ACMI, Inc. at an amount of \$351,917. This amount is under the approved capital budget item of \$375,000. The work entails a special skill set in the structural steel repair of the water tank that most contractors would not have expertise in; thus, possibly limiting the number of bidders who would be qualified for the job. ACMI has performed work before for the Town of Waynesville at both treatment plants and is qualified to meet the requirements laid out in the project plans and contract documents. See attachments for list of contractors who were directly notified of Town project.

**MOTION FOR CONSIDERATION:** To approve the award of contract to ACMI, Inc.

**FUNDING SOURCE/IMPACT:** Total cost of project ~\$350,000; Water Treatment Capital Outlay – Approved as part of the 18/19 Budget

**ATTACHMENTS:**

- AIA Contract
- Bid Summary
- Bidding Contract List
- Email Correspondence
- Bib Tabulation Sheet
- North Carolina Procurement Requirements: Construction and Repair Contracts

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

Contractor is ready to mobilize to the project. The window of opportunity to perform the work is now, prior to cooler weather coming to the area and after the heat of summer. The contract amount is less than what was budgeted for and is a local contractor capable of making a much needed repair for this tank. Therefore, I recommend awarding the contract to ACMI, Inc.



# AIA<sup>®</sup> Document A101<sup>™</sup> – 2017

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the 25th day of September  
in the year 2018  
*(In words, indicate day, month and year.)*

**BETWEEN** the Owner:  
*(Name, legal status, address and other information)*

Town of Waynesville  
129 Legion Dr.  
Waynesville, NC 28716

and the Contractor:  
*(Name, legal status, address and other information)*

ACMI  
353 Paradise Mountain Rd.  
Canton, NC 28716

for the following Project:  
*(Name, location and detailed description)*

Big Cove 2MG Tank Roof Repair Project  
Little Cove Rd.

The Architect:  
*(Name, legal status, address and other information)*

Not Applicable  
Not Applicable  
Not Applicable

The Owner and Contractor agree as follows.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101<sup>™</sup>-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement.

AIA Document A201<sup>™</sup>-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

## TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

## EXHIBIT A INSURANCE AND BONDS

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner.

Established as follows:

*(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

Init.

**§ 3.3 Substantial Completion**

**§ 3.3.1** Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*

Not later than ( ) calendar days from the date of commencement of the Work.

By the following date: June 30, 2019

**§ 3.3.2** Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
-----------------	-----------------------------

**§ 3.3.3** If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

**ARTICLE 4 CONTRACT SUM**

**§ 4.1** The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be three hundred fifty one thousand nine hundred seventeen dollars and 00/100 (\$351,917.00 ), subject to additions and deductions as provided in the Contract Documents.

**§ 4.2 Alternates**

**§ 4.2.1** Alternates, if any, included in the Contract Sum:

Item	Price
------	-------

**§ 4.2.2** Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. *(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)*

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:  
*(Identify each allowance.)*

Item	Price
N/A	

§ 4.4 Unit prices, if any:  
*(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)*

Item	Units and Limitations	Price per Unit (\$0.00)
See contract documents		

§ 4.5 Liquidated damages, if any:  
*(Insert terms and conditions for liquidated damages, if any.)*

N/A

§ 4.6 Other:  
*(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)*

N/A

**ARTICLE 5 PAYMENTS**

**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

Last day of each month with the exception of during beginning for mobilization work.

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 7th day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the following month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty ( 30 ) days after the Architect receives the Application for Payment.  
*(Federal, state or local laws may require payment within a certain period of time.)*

Init.

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

#### § 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)*

5%

§ 5.1.7.1.1 The following items are not subject to retainage:

*(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)*

Performance and Payment Bonds

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

*(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)*

N/A

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

*(Insert any other conditions for release of retainage upon Substantial Completion.)*

N/A

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

30 days after completion and inspection by Town of Waynesville Public Services staff.

## § 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

%

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)*

Onsite engineer will be the decision maker.

**§ 6.2 Binding Dispute Resolution**

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:  
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

**ARTICLE 7 TERMINATION OR SUSPENSION**

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

N/A

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

**ARTICLE 8 MISCELLANEOUS PROVISIONS**

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:  
(Name, address, email address, and other information)

Preston Gregg, PE  
129 Legion Dr.  
Waynesville, NC 28786  
  
828-456-4410  
pgregg@waynesvillenc.gov

Init.

§ 8.3 The Contractor's representative:  
(Name, address, email address, and other information)

Nathan Ashe  
828-400-5424  
nathanashe@bellsouth.net

§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**§ 8.5 Insurance and Bonds**

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

§ 8.7 Other provisions:

**ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS**

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this Agreement.)*

Init.

.5 Drawings

Number	Title	Date
	TOW WATER TANK REPAIR	7/10/2018
	BID TABULATION	9/7/2018

.6 Specifications

Section	Title	Date	Pages
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.7 Addenda, if any:

Number	Date	Pages
--------	------	-------

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:

*(Check all boxes that apply and include appropriate information identifying the exhibit where required.)*

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:  
*(Insert the date of the E204-2017 incorporated into this Agreement.)*

The Sustainability Plan:

Title	Date	Pages
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Init.

Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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9 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)*

N/A

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

\_\_\_\_\_  
(Printed name and title)

\_\_\_\_\_  
CONTRACTOR (Signature)

Nathan Ashe, Owner

\_\_\_\_\_  
(Printed name and title)

Init.

 **AIA**® Document A101™ – 2017 Exhibit A  
**Insurance and Bonds**

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the 25th day of September in the year 2018  
*(In words, indicate day, month and year.)*

for the following **PROJECT**:

*(Name and location or address)*

Big Cove 2MG Tank Roof Repair Project  
Little Cove Rd.

**THE OWNER:**

*(Name, legal status and address)*

Town of Waynesville  
129 Legion Dr.  
Waynesville, NC 28716

**THE CONTRACTOR:**

*(Name, legal status and address)*

ACMI  
353 Paradise Mountain Rd.  
Canton, NC 28716

**TABLE OF ARTICLES**

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

**ARTICLE A.1 GENERAL**

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

**ARTICLE A.2 OWNER'S INSURANCE**

**§ A.2.1 General**

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

**§ A.2.2 Liability Insurance**

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

**§ A.2.3 Required Property Insurance**

**§ A.2.3.1** Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

**§ A.2.3.1.1 Causes of Loss.** The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

*(Indicate below the cause of loss and any applicable sub-limit.)*

Cause of Loss	Sub-Limit
---------------	-----------

**§ A.2.3.1.2 Specific Required Coverages.** The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

*(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)*

Coverage	Sub-Limit
----------	-----------

**§ A.2.3.1.3** Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

**§ A.2.3.1.4 Deductibles and Self-Insured Retentions.** If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

**§ A.2.3.2 Occupancy or Use Prior to Substantial Completion.** The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The

Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

**§ A.2.3.3 Insurance for Existing Structures**

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, “all-risks” property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

**§ A.2.4 Optional Extended Property Insurance.**

The Owner shall purchase and maintain the insurance selected and described below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)*

- § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.
  
- § A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
  
- § A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
  
- § A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
  
- § A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

**§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

**§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

**§ A.2.5 Other Optional Insurance.**

The Owner shall purchase and maintain the insurance selected below.

*(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)*

**§ A.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information. *(Indicate applicable limits of coverage or other conditions in the fill point below.)*

**§ A.2.5.2 Other Insurance**  
*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

Coverage

Limits

**ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS**

**§ A.3.1 General**

**§ A.3.1.1 Certificates of Insurance.** The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

**§ A.3.1.2 Deductibles and Self-Insured Retentions.** The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

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**§ A.3.1.3 Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

**§ A.3.2 Contractor's Required Insurance Coverage**

**§ A.3.2.1** The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

**§ A.3.2.2 Commercial General Liability**

**§ A.3.2.2.1** Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than 1,000,000 (\$) each occurrence, (\$ ) general aggregate, and (\$ ) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

**§ A.3.2.2.2** The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

**§ A.3.2.3** Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$ ) each accident, (\$ ) each employee, and (\$ ) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate.

### § A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

*(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.

*(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)*

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible,

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and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:  
*(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)*

- § A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for Work within fifty (50) feet of railroad property.
- § A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$ ) per claim and (\$ ) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.**
- § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.**
- § A.3.3.2.6 Other Insurance**  
*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

<b>Coverage</b>	<b>Limits</b>
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**§ A.3.4 Performance Bond and Payment Bond**

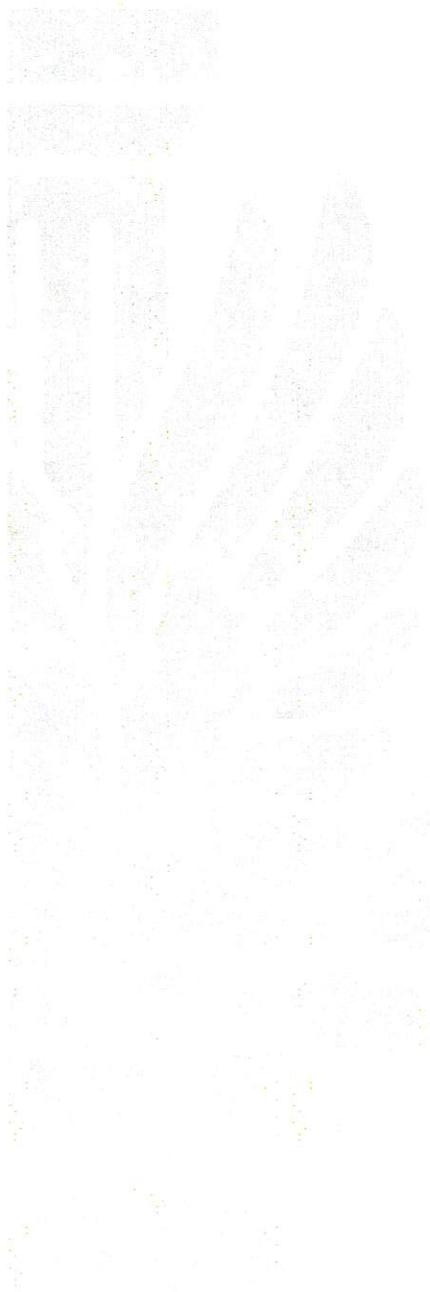
The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:  
*(Specify type and penal sum of bonds.)*

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

**ARTICLE A.4 SPECIAL TERMS AND CONDITIONS**

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:



Init.

## 2MG TANK ROOF REPAIR BID SUMMARY

### 1st Round Bid Results:

BIDDER	AMOUNT
ACMI	\$341,667

### 2nd Round Bid Results:

BIDDER	AMOUNT
ACMI	\$351,917
CM Red	\$449,660

## 2MG TANK ROOF REPAIR BID CONTACT LIST

Company	Contact Person	Phone #	Email	Personal Notes
ACMI	Nathan Ashe	828-400-5424	<a href="mailto:nathanashe@bellsouth.net">nathanashe@bellsouth.net</a>	Local, capable of performing all aspects of project. Worked well with Town in past.
CM-Red	Chris Ford	919-980-0367	<a href="mailto:chris@cm-red.com">chris@cm-red.com</a>	Worked well with Town in past. Not a structural steel contractor.
CMT Coatings	Jake Fox	828-777-4448	<a href="mailto:jake@cmtcoatings.com">jake@cmtcoatings.com</a>	Quoted Town jobs in past. Specialize in tank coatings and minor concrete repair. Not a structural steel contractor.
Pittsburg Tank & Tower	Dennis Davis	270-860-9645	<a href="mailto:ddaavis@pttg.com">ddaavis@pttg.com</a>	Performed original tank assessment in 2015. Specializes in new tank design and fabrication along with maintenacne and inspection programs.
Southern Corrosion	Gavin Harrell	252-535-1777	<a href="mailto:gavin@tankcare.net">gavin@tankcare.net</a>	Don't do public bids. Specialize in tank maintenance programs, inspections and coatings.
Southern Road & Bridge	Scott / Tonya	903-821-4884		Florida company. Appears to do it all.
Utility Services	Andy Tillman	706-614-9463	<a href="mailto:atillman@utilityservice.com">atillman@utilityservice.com</a>	Specialize in tank coatings, cleaning, general maintenance. Not a structural steel contractor.

Preston Gregg

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## Preston Gregg

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**From:** Jake Fox <jake@cmtcoatings.com>  
**Sent:** Friday, September 07, 2018 3:31 PM  
**To:** Preston Gregg  
**Subject:** Not Bidding on Tank

Preston,

We will not be bidding on the tank.  
Please let me know if there as anything we can do to help from a consultative side.

Best,

**Jake Fox – Corrosion Specialist**



**49 McDowell St, Asheville NC 28801**

**828-777-4448 (mobile)**  
**[Jake@CMTcoatings.com](mailto:Jake@CMTcoatings.com)**  
**[www.CMTcoatings.com](http://www.CMTcoatings.com)**

## Preston Gregg

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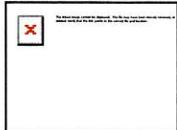
**From:** Gavin Harrell <gavin@tankcare.net>  
**Sent:** Tuesday, September 04, 2018 2:37 PM  
**To:** Preston Gregg  
**Subject:** Re: Town of Waynesville  
**Attachments:** image002.jpg

Unfortunately we have stopped participating in public bids. Sorry we cannot be of any help.

If I could, I'd like to come by Thursday afternoon and check out the tank anyway (about 1-2 pm depending on how long my morning appointment takes). Does your schedule allow for that?

On Tue, Sep 4, 2018, 9:34 AM Preston Gregg <[pgregg@waynesvillenc.gov](mailto:pgregg@waynesvillenc.gov)> wrote:

<http://www.waynesvillenc.gov/Data/Sites/1/media/re-bid-big-cove-water-tank-roof-repair-contract-x-2.pdf>



**Preston Gregg, PE, PMP | Town Engineer | Electric Manager**

Town of Waynesville, NC

129 Legion Drive | Waynesville, NC 28786

(o) 828.456.3706 | (f) 828.456.2005

[pgregg@waynesvillenc.gov](mailto:pgregg@waynesvillenc.gov) | [www.waynesvillenc.gov](http://www.waynesvillenc.gov)

Pursuant to North Carolina General Statutes Chapter 132, Public Records, this electronic mail message and any attachments hereto, as well as any electronic mail message(s) sent in response to it, may be considered public record and as such are subject to request and review by anyone at any time.

**BID TABULATION**

Company Name: **ENTER CONTRACTOR NAME** *ACMI* Project No.: 2018022  
 Project Name: Town of Waynesville Little Cove Road Watertank Repair  
 Location: Waynesville, NC  
 Engineer: Drye- McGlamery Engineering, PLLC  
 Bid Due Date:

BID QUANTITIES					ENTER CONTRACTOR NAME	
Ref #	Bid Item #	Item Description	Unit Price	UNIT	Total Amount	BID
1	1.001	Demolition and Removal of Current Roof Structure and Plates	\$0.00	LS	1	\$56,400.00
1	1.002	Cleaning Exterior of Tank as specified on sheet S1	\$0.00	LS	1	\$7,660.00
1	1.003	Cleaning/ Disinfecting of Interior of Tank per AWWA Chlorination Method 3 (Town of Waynesville will supply disinfecting chemicals)	\$0.00	LS	1	\$7,660.00
1	1.004	Reconstruction of steel roof members	\$0.00	LS	1	\$21,146.00
1	1.005	Replacement of steel roof plate (3/8" A 36 Stl. Plate Typ.)	\$0.00	LS	1	\$167,626.00
1	1.006	Addition of new exterior ladder and handrail (see exterior ladder detail)	\$0.00	LS	1	\$23,680.00
1	1.007	Replacement of interior ladder (assume 6 ft. section to replace)	\$0.00	per ft.		\$1,915.00-
1	1.008	Addition of new AWWA Compliant roof vent	\$0.00	LS	1	\$2,500.00
1	1.009	Replacement of wall plate steel (as required and determined in field)	\$0.00	per sq. foot		\$185.00-
1	1.010	Sandblasting/ Surface Prep of Tank	\$0.00	LS	1	\$5,000.00
1	1.011	Paint inside of tank (coat with epoxy mastic and one coat poly, approximately 1420 sq. ft.)	\$0.00	per sq. foot		\$10,870.00
1	1.012	Paint outside of tank (coat with epoxy mastic and one coat poly, approximately 7070 sq. ft.)	\$0.00	per sq. foot		\$24,800.00
1	1.013	Allowance for grading around tank (16 hour allowance)	\$0.00	per hour		\$7,660.00
1	1.014	Payment and Performance Bond (Only Required if over \$300,000)	\$0.00	LS		\$15,000.00
<b>TOTAL BID AMOUNT</b>			<b>\$351,917.00-</b>			

PROJECT SCHEDULE AND DURATION			
2	2.001	Duration of entire scope of work (Maximum 4 weeks excluding draw down and filling of tank)	Weeks
		<b>TOTAL DURATION OF WORK</b>	<b>0</b>
			<i>4 Weeks</i>

**BID TABULATION**

Company Name: **ENTER CONTRACTOR NAME** Project No.: 2018022  
 Project Name: Town of Waynesville Little Cove Road Watertank Repair  
 Location: Waynesville, NC  
 Engineer: Drye- McGlamery Engineering, PLLC  
 Bid Due Date:

BID QUANTITIES			ENTER CONTRACTOR NAME	
Ref #	Bid Item #	Item Description	Total Amount	BID

I acknowledge, by my signature below, that I received and reviewed the contract documents (drawings and specifications on plan). I understand that the information included in these documents are to be included in my bid.

Nathan Ashe  
 Signature

Nathan Ashe  
 Print Name

ACMI  
 Company

9/7/18  
 Date

**BID TABULATION**

Project No.: 2018022

Company Name: CM Reg  
 Project Name: Town of Waynesville Little Cove Road Watertank Repair  
 Location: Waynesville, NC  
 Engineer: Drye- McGlamery Engineering, PLLC  
 Bid Due Date:

Ref #	Bid Item #	Item Description	Unit Price	UNIT	CM Reg	
					Total Amount	BID
1	1.001	Demolition and Removal of Current Roof Structure and Plates	\$0.00	LS	1	\$ 83,000 -
1	1.002	Cleaning Exterior of Tank as specified on sheet S1	\$0.00	LS	1	\$ 13,500 -
1	1.003	Cleaning/ Disinfecting of Interior of Tank per AWWA Chlorination Method 3 (Town of Waynesville will supply disinfecting chemicals)	\$0.00	LS	1	\$ 14,700 -
1	1.004	Reconstruction of steel roof members	\$0.00	LS	1	\$ 26,250 -
1	1.005	Replacement of steel roof plate (3/8" A 36 Stl. Plate Typ.)	\$0.00	LS	1	\$ 197,310 -
1	1.006	Addition of new exterior ladder and handrail (see exterior ladder detail)	\$0.00	LS	1	\$ 23,500 -
1	1.007	Replacement of interior ladder (assume 6 ft. section to replace)	\$0.00	per ft.		\$ 3,200 -
1	1.008	Addition of new AWWA Compliant roof vent	\$0.00	LS	1	\$ 4,000 -
1	1.009	Replacement of wall plate steel (as required and determined in field)	\$0.00	per sq. foot		\$ 12,000 -
1	1.010	Sandblasting/ Surface Prep of Tank	\$0.00	LS	1	\$ 11,000 -
1	1.011	Paint inside of tank (coat with epoxy mastic and one coat poly, approximately 1,420 sq. ft)	\$0.00	per sq. foot		\$ 13,000 -
1	1.012	Paint outside of tank (coat with epoxy mastic and one coat poly, approximately 17,658 sq. ft.)	\$0.00	per sq. foot		\$ 29,400 -
1	1.013	Allowance for grading around tank (16 hour allowance)	\$0.00	per hour		\$ 7,000 -
1	1.014	Payment and Performance Bond (Only Required if over \$300,000)	\$0.00	LS		\$ 11,800 -
<b>TOTAL BID AMOUNT</b>						<b>\$ 449,460 - 00</b>

PROJECT SCHEDULE AND DURATION			
2	2.001	Duration of entire scope of work (Maximum 4 weeks excluding draw down and filling of tank)	Weeks
		<b>TOTAL DURATION OF WORK</b>	<b>0</b>
			<b>4</b>

**BID TABULATION**

Company Name: CM Red Project No.: 2018022  
Project Name: Town of Waynesville Little Cove Road Watertank Repair  
Location: Waynesville, NC  
Engineer: Drye- McGlamery Engineering, PLLC  
Bid Due Date:

Ref #	Bid Item #	Item Description	Unit Price	UNIT	CM Red Total Amount	BID
BID QUANTITIES						

I acknowledge, by my signature below, that I received and reviewed the contract documents (drawings and specifications on plan). I understand that the information included in these documents are to be included in my bid.

Signature \_\_\_\_\_

Print Name Chris Ford

Company CM Red

Date 9/2/18

## North Carolina Public Procurement Requirements: Construction and Repair Contracts

	Contract amount: \$0	\$30,000	\$500,000	
Requirements:	No Bidding Requirements	Informal Bidding Requirements	Formal Bidding Requirements	
Advertisement (G.S. 143-129)	G.S. – no ads required Local policies may require specific method/timing of ad			G.S. – newspaper or electronic ads for full 7 days before bid opening (board approval for electronic only) Local policies may require extra time / locations for ads
Minimum # of bids (G.S. 143-132)	G.S. – no minimum Local policies may require a minimum			G.S. – minimum of three bids is required Local policies may require more than three bids
Form of bids (G.S. 143-129, 143-131)	G.S. – no specific form required (email, phone, fax, mail all acceptable) Local policies may require a specific form			G.S. – bids must be sealed Local policies must comply with G.S.
Record of bids (G.S. 143-129, 143-131)	G.S. – not required Local policies may require a record	G.S. – must keep a record of all bids received Local policies must comply with G.S.		G.S. – because bids are public, no separate record is required Local policies must comply with G.S.
Bid opening (G.S. 143-129, 143-131)	G.S. – public bid opening not required Local policies may require public bid opening			G.S. – public bid opening required Local policies must comply with G.S.
Bid bonds/deposit (G.S. 143-129)	G.S. – bid bonds not required Local policies may require bid bonds			G.S. – bid bond/deposit (5% of bid amount) are required Local policies may require more than 5%
Performance/payment bonds (G.S. 44A-26, 143-129)	G.S. – performance and payment bonds are not required Local policies may require bonds	G.S. – Performance and payment bonds are required (100% of bid amount) for contracts costing more than \$300,000 Local policies must comply with GS		G.S. – performance and payment bonds are required (100% of bid amount) for contracts costing more than \$50,000 that are part of a project costing more than \$300,000 Local policies must comply with GS
HUB participation goals (G.S. 143-128.2, 143-131)	G.S. – not required Local policies may require good faith efforts/goals – consult local attorney			
Separate specifications (G.S. 143-128)	G.S. – separate specifications not required Local policies may require separate specifications			
Licensed contractor (G.S. 87-1, 87-1.1, 143-139.1)	G.S. – must use a licensed general contractor if the contract is part of a project worth more than \$30K Local policies must comply with G.S.			
Construction methods (G.S. 143-128)	G.S. – no specific methods must be used Local policies may require specific methods – consult local attorney			
Board approval (G.S. 143-129, 143-131)	G.S. – not required Local policies may require board approval			G.S. – board approval required; cannot be delegated Local policies must comply with G.S.
Standard of award (G.S. 143-129, 143-131)	G.S. – no standard given Local policies may require a specific standard	G.S. – award to lowest responsive, responsible bidder Local policies must comply with G.S.		
Public records (G.S. 132-1, 132-6, 143-131)	G.S. – bids become public record when received Local policies must comply with G.S.	G.S. – record of bids not subject to public inspection until contract award Local policies may permit public inspection before award		G.S. – bids become public record once opened Local policies must comply with G.S.

\*\*\* See next page for additional requirements for construction and repair contract involving buildings \*\*\*

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date: September 25, 2018**

**SUBJECT:** Automatic Aid Agreement with Center Pigeon Volunteer Fire Department Inc.

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** D7  
**Department:** Fire Department  
**Contact:** Joey Webb, Fire Chief  
**Presenter:** Joey Webb

**BRIEF SUMMARY:**

The General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firemen and apparatus beyond the territorial limits which they normally serve. Automatic aid between departments allows full credit when initially dispatched to a structure fire under the North Carolina Ratings and Inspections Division,(ISO). This response is reciprocal between departments. Mutual Aid is when you request aid following initial dispatch.

The Fire Department has Automatic Aid agreements with Saunook and Maggie Valley Fire Departments. This will provide a better response to the South Waynesville area as well as other fire districts.

**MOTION FOR CONSIDERATION:**

To approve agreement as presented

**FUNDING SOURCE/IMPACT:**

**ATTACHMENTS:**

- Automatic Aid Agreement

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** Recommend Approval of this agreement

## AUTOMATIC MUTUAL AID AGREEMENT

NORTH CAROLINA

HAYWOOD COUNTY

THIS AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the Center Pigeon Volunteer Fire Department Inc., a not for profit corporation, of Haywood County, North Carolina and The Town of Waynesville Fire Department, a Municipal corporation of Haywood County , North Carolina.

**WITNESSETH:**

THAT, WHEREAS, the General Assembly of North Carolina did enact into law an act to authorize mutual aid assistance between fire departments whereby full authority may be exercised for fire departments to send firemen and apparatus beyond the territorial limits which they normally serve, said act having been codified as Chapter 69, Section 40, of the General Statutes of North Carolina.

WHEREAS , the purpose of this agreement is to provide each of the parties hereto, through their mutual cooperation , a pre-determined plan by which each of them might render aid to the other in case of conflagration, holocaust, civil disorder or natural disaster, any of which demand fire services to a degree beyond the existing capabilities of either party;

WHEREAS, it is deemed to be in the public interest for the parties hereto to enter into an agreement for automatic aid assistance on all fires involving any type or kind of building or structure in the respective fire districts or coverage areas of the Center Pigeon Volunteer Fire Department Inc. and the Town of Waynesville Fire Department, in order to increase fire defenses and to assure proper fire control, as well as providing reserves needed to assure the community of adequate protection;

WHEREAS, by action of the Governing Body of the Center Pigeon Volunteer Fire Department Inc. on the \_\_\_\_ day of \_\_\_\_\_ 2018 and whereas by action of the Board of Aldermen of the Town of Waynesville Fire Department on the \_\_\_\_ day of \_\_\_\_\_, 2018, this agreement for automatic aid assistance was duly authorized;

WHEREAS, the parties are also subject to the countywide mutual aid agreement which has been entered into by all the fire departments of Haywood County.

NOW, THEREFORE, in consideration of the mutual covenants contained herein by and between the parties hereto, it is hereby agreed as follows:

1. Should it become necessary to activate the terms of this agreement as herein set forth, due to conflagration , holocaust, civil disorder, or natural disaster , the Chief of the Center Pigeon Volunteer Fire Department, and the Chief of the Town of Waynesville Fire Department shall have the implicit authority, upon notification of one of the parties to the other that an emergency does, in fact, exist and that aid is needed, to order available apparatus, equipment, and manpower into action to assist the requesting party as may be required.
2. It shall be the responsibility of the chief of the fire department of the responding party that all personnel responding to the request for assistance are responsible persons and that the conduct and actions of said personnel shall be the responsibility of the party sending assistance.
3. Each party to this agreement shall assume all liability and responsibility for the death of or injury to any personnel of their own command responding to the request for automatic aid.
4. The party responding under the terms of this agreement shall assume no responsibility or liability for property damaged or destroyed at the actual scene of any civil disorder, holocaust, conflagration, or natural disaster due to firefighting and rescue operations, fire control tactics and strategy or other operations as may be required or ordered ; said liability and responsibility shall rest solely with the party requesting such aid and within whose boundaries the property shall exist, or the incident occur.
5. The party responding to the request for mutual aid under the terms of this agreement shall assume all liability and responsibility for damage to its own apparatus and/or equipment. The party responding shall also assume all liability and responsibility for any damage caused by its own apparatus while in route to or returning from a specific location.
6. The party who requests mutual aid shall in no way be deemed liable or responsible for the personal property of the members of the fire department of the responding party which may be lost, stolen or damaged while performing their duties under the response terms herein.
7. Each party to this agreement shall assume all the costs of salaries , wages , bonuses or other compensation for its own personnel that responds for the duty under the terms of this agreement and shall also assume all costs involving the use of apparatus , equipment, and tools used specifically in response to the request for aid and shall make no charge for such use to the party requesting assistance; however, any special extinguishing agents used by the responding party from its own supply shall be paid for by the party requesting aid upon receipt of an itemized statement of costs for such extinguishing agents.
8. Both parties agree that at the receipt of a report of a building or structure fire in the other parties district or coverage area, they will respond at least one fire apparatus capable of carrying 1,000 (one thousand) gallons of water, and that this will be done automatically , even if not notified through proper dispatch channels or communications.

9. The chief of the department in whose community the emergency exists, shall in all instances be in command of the emergency as to the aspects of strategy, fire control tactics and overall direction of the operations. All orders or directions regarding the operations of the responding party shall be relayed to the chief firefighting officer in command of the responding party.
10. Neither party to this agreement shall be bound to dispatch apparatus, equipment or personnel to the assistance of the other party if in the judgement of the chief of the fire department of either party such dispatch would impose a serious impairment to the fire defenses and fire protection to his respective district or community.
11. Either party may, at any time, terminate this agreement, through its respective fire chief, upon serving a thirty-day written notice to the fire chief of the other party, as well as the Haywood County Fire Marshal and the State Fire Marshal's office.
12. When fire department personnel are sent to another community pursuant to this agreement , the jurisdiction, authority , rights, privileges and immunities, including coverage under Workers' Compensation laws, which they have in the sending fire department shall be extended to and include the area in which like benefits and authorities are or could be afforded to fire department personnel of the requesting fire department and shall also be extended to the area located between their respective communities when said personnel are acting within the scope of the authority conferred by this agreement.
13. In the event of any conflict between this agreement and the countywide mutual aid agreement to which the parties herein are also parties to, the provisions of this agreement shall control.

IN WITNESS WHEREOF, The CENTER PIGEON VOLUNTEER FIRE DEPARTMENT INC. has caused this instrument to be signed in its corporate name by its Chairman of the Board of Directors, attested by its Secretary and its corporate seal affixed, and the TOWN OF WAYNESVILLE FIRE DEPARTMENT has likewise caused this instrument to be signed by the Mayor, attested by the Town Clerk and its corporate seal affixed , all in the day and year first written above and this agreement is executed in duplicate.

**ATTEST:**

**Center Pigeon Volunteer Fire Department Inc.**

By: \_\_\_\_\_

Date: \_\_\_\_\_

President, Board of Directors

By: \_\_\_\_\_

Date: \_\_\_\_\_

Fire Chief

By: \_\_\_\_\_

Date: \_\_\_\_\_

Secretary, Board of Directors

**ATTEST:**

**Town of Waynesville Fire Department**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mayor

By: \_\_\_\_\_

Date: \_\_\_\_\_

Fire Chief

By: \_\_\_\_\_

Date: \_\_\_\_\_

Town Clerk

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: September 25, 2018**

**SUBJECT:** Consideration of an Intent to Close a named but un-opened portion of a right-of-way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776) and Call for Public Hearing

**AGENDA INFORMATION:**

**Agenda Location:** New business  
**Item Number:** D8  
**Department:** Administration and Development Services  
**Contact:** Amie Owens, Assistant Town Manager  
**Presenter:** Amie Owens, Assistant Town Manager

**BRIEF SUMMARY:**

The Town received a petition from a single property owner to close a named but un-opened portion of right of way off of North Hill Street and East Street (map attached). Pursuant to State Statutes, the Board must adopt a Resolution of Intent to Close the Right-of-Way and subsequently provide public notice to surrounding property owners and hold a public hearing.

This Right of Way was named in 1966 when the development was created; however, there was never a street that was maintained or used. The Town does not have an interest in the right-of-way for public access and staff recommends closure in order to allow conveyance to the property owner whose two properties it bisects. There are no homes other than the petitioners on the right of way as all properties connect to Johnson Hill Drive and have addresses as such.

**MOTION FOR CONSIDERATION:**

1. To adopt a Resolution of Intent to Close a named but un-opened portion of Right of Way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776).
2. To call for public hearing to be held on Tuesday, October 23, 2018 at 6:30 p.m. or as closely thereafter in the Board Room of Town Hall located at 9 South Main Street, Waynesville to consider the adoption of a Resolution to Close a named portion of Right of Way between 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776).

**FUNDING SOURCE/IMPACT:** N/A

**ATTACHMENTS:**

1. Petition Materials submitted
2. Site location map - base
3. Site location map – color

**MANAGER’S COMMENTS AND RECOMMENDATIONS:** Recommend approval of this closure as the Town has no interest in the right of way for public access; the ROW has never been developed into a street and there are no additional homes along the ROW that would be impacted by such closure.

**PETITION FOR STREET CLOSING REQUEST**

We, the undersigned property owners of property located abutting a private street or alleyway known as Sunset Avenue, located off of Hill and East streets, do hereby petition the Town of Waynesville Board of Aldermen to permanently close said street or alleyway.

**NAME/SIGNATURE PROPERTY/MAILING ADDRESS**

1. Lewis Brandon Green (also known as Lewis B. Green)   
277 East Street, Waynesville NC 28786

2. \_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_

4. \_\_\_\_\_  
\_\_\_\_\_

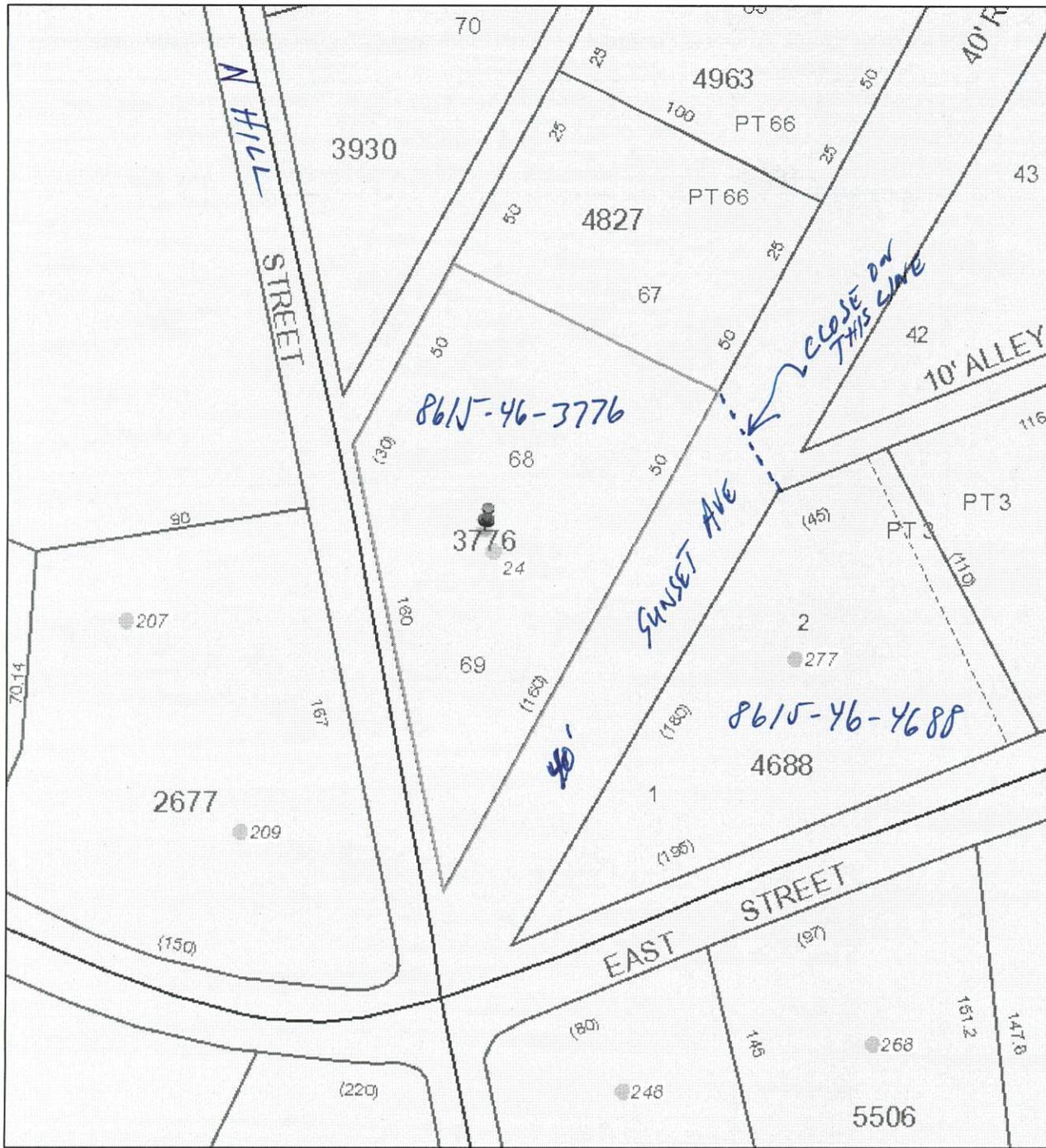
5. \_\_\_\_\_  
\_\_\_\_\_

6. \_\_\_\_\_  
\_\_\_\_\_

Attach additional sheets if necessary

**Date Request Received at Town Hall:** 09/18/18 **By:** Amie Owens  
Assistant Town Manager

# Parcel Report For 8615-46-3776



GREEN, LEWIS B  
 277 EAST ST  
 WAYNESVILLE, NC 28786

### Account Information

**PIN:** 8615-46-3776

**Legal Ref:** 908/623

**Add Ref:** 909/97  
 A07/559

### Site Information

GRANDVIEW  
 DWELLING  
 SINGLE FAMILY  
 24 N HILL ST

**Heated Area:** 1150  
**Year Built:** 1966  
**Total Acreage:** 0.32  
**Township:** TOWN OF WAYNESVILLE

### Site Value Information

**Land Value:** \$21,600  
**Building Value:** \$159,000  
**Market Value:** \$180,600  
**Deferred Value:** \$0  
**Assessed Value:** \$180,600  
**Sale Price:** \$75,000  
**Sale Date:** 6/23/2016  
**Tax Bill 1:** \$730.28  
**Tax Bill 2:** \$757.84



1 inch = 50 feet

September 11, 2018

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.

# Report For



GREEN, LEWIS BRANDON  
277 EAST ST  
WAYNESVILLE, NC 28786

### Account Information

PIN: 8615-46-4688

Legal Ref: 448/771

Add Ref: 834/57  
A94/871

### Site Information

GRANDVIEW  
DWELLING  
SINGLE FAMILY  
277 EAST ST

Heated Area: 3351  
Year Built: 1910  
Total Acreage: 0.306  
Township: TOWN OF WAYNESVILLE

### Site Value Information

Land Value: \$20,900  
Building Value: \$190,300  
Market Value: \$211,200  
Deferred Value: \$  
Assessed Value: \$211,200  
Sale Price: \$86,000  
Sale Date: 07/27/1995  
Tax Bill 1: \$1,399.52  
Tax Bill 2: \$1,283.18



1 inch = 50 feet  
September 19, 2018

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.

**A RESOLUTION OF INTENT TO CLOSE A NAMED BUT UN-OPENED PORTION OF A  
RIGHT-OF-WAY BETWEEN 277 EAST STREET (PIN # 8615-46-4688) AND  
24 NORTH HILL STREET (PIN# 8615-46-3776)**

**WHEREAS**, the Town of Waynesville received a request from the property owner of both 277 East Street (PIN # 8615-46-4688) and 24 North Hill Street (PIN# 8615-46-3776) to close a portion of the right-of-way that bisects the two properties; and

**WHEREAS**, investigation has determined that this request is only for that portion of right-of-way that abuts PIN# 8615-46-4688 and PIN# 8615-46-3776 and will not impact the use of the roadway as it only exists as a right of way on all maps, nor with this closure impede the ability of Town emergency response of access to either property, nor impact any other adjacent property or utility right; and

**WHEREAS**, in accordance with N.C.G.S § 160A-299, the Town of Waynesville Board of Aldermen must adopt a resolution of intent to close any right-of-way in order to notify abutting property owners and the public of this petition and to call for a public hearing to consider this action; and

**WHEREAS**, the Town must send notice to all abutting property owners by registered or certified mail advising them of the day, time and place of the public hearing, enclosing a copy of this Resolution of Intent, and advising them of the question as to closing the right-of-way within the property; and

**WHEREAS**, the Town shall post adequate notices on the applicable right-of-way as required by N.C. G.S. 160A-299; and

**WHEREAS**, on the day of 25th day of September, 2018 the Board of Aldermen of the Town of Waynesville set a public hearing to consider closure of this portion of the right-of-way known as Sunset Avenue which was named in 1966 but never opened; and

**NOW, THEREFORE**, the Board of Aldermen of the Town of Waynesville do adopt this Resolution of Intent to Close this portion of right-of-way and in so doing, direct Town staff to mail notices, post the property, and advertise a public hearing to consider the matter, and to schedule this public hearing for October 23, 2018. After such hearing the Board may consider taking action to close said portion right-of-way and authorize the Mayor and the Town Clerk to execute any necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the right of way in accordance with the provision of N.C.G.S. 160A-299.

This, the 25th Day of September, 2018.

TOWN OF WAYNESVILLE

Attest:

\_\_\_\_\_  
Gavin A. Brown, Mayor

\_\_\_\_\_  
Eddie Ward, Town Clerk

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN  
REQUEST FOR BOARD ACTION  
Meeting Date: September 25, 2018**

**SUBJECT** Purchase offer from NC DOT for 2359 sq. ft. of Town Property for Walnut Street Round About

**AGENDA INFORMATION:**

**Agenda Location:** Manager's Report  
**Item Number:** E9  
**Department:** Administration, Public Services  
**Contact:** Rob Hites, Town Manager  
**Presenter:** **Rob Hites, Town Manager**

**BRIEF SUMMARY:** The Right of Way Agent for NCDOT proposes to purchase several small parcels of Town Property for the Walnut Street Round About Project. The first of their offers is a 2,359 sq. ft. parcel at the intersection of West Marshall and Walnuts Streets. The offer is \$10,800 which is based on a value per acre of \$200,000. The Town is presently not using the parcel and has no plans to improve it. The project is very beneficial to the Town because the design will relocate Vance Street and improve the drainage surrounding the Round About.

**MOTION FOR CONSIDERATION:** To approve the sale of the parcel to the NC DOT

**FUNDING SOURCE/IMPACT:** Funds will be considered miscellaneous revenue and be placed in the General Fund.

**ATTACHMENTS:**

- Original contract
- Map of proposed sale

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** Recommend approval of the sale to NCDOT



END CULVERT

-Y4- STA. 15+11.90

BEGIN CULVERT

-Y4- STA. 14+86.10

-Y3- POT Sta. 12+77.52=

-Y4- POT Sta. 14+70.00

SECTION  
14+00.00

+86.22  
12.57' LT

0' E

9  
TOWN OF  
WAYNESVILLE  
DB 394 PG 245  
PB C PG N1  
(TOTAL TAKE)

2 @ 11' X 9' RCBC  
(BURIED ONE FOOT)  
WITH 6" BEVELED HEADWALL  
AND BAFFLES AT 10.0 FT.  
SPACING ON CENTER FROM  
OUTLET-END IN LEFT  
BARREL LOOKING DOWNSTREAM

CLASS I RIP RAP  
W/GEOTEXTILE  
(TYPICAL)

SEE DETAIL B FOR  
INLET CHANNEL  
IMPROVEMENTS

REMOVE CONC.  
ISLAND AND  
GRADE TO DRAIN

CLIFFORD GOULD LL  
DB 840 PG 1799

8

(TOTAL TAKE)

PLUG  
RETAIN  
FILL WITH  
FLOWABLE FILL

6" CLAY  
6" DUCTILE IRON

W. MARSHALL STREET 23' BST

MATCHLINE -L1- STA. 14+80 SEE SHEET 4

**RESOLUTION NO. R-16-18**

**RESOLUTION IN SUPPORT OF PROPOSED IMPROVEMENT OF  
TIP PROJECT NUMBER - U-4712 - PROPOSED IMPROVEMENTS TO SOUTH  
MAIN STREET (U.S. 23 BUSINESS) FROM HYATT CREEK ROAD (S.R. 1164)  
TO PIGEON STREET (U.S. 276)**

**WHEREAS**, the Board of Aldermen for the Town of Waynesville (“the Board”) recognizes that improvements to South Main Street from Hyatt Creek Road to Pigeon Street are vital to the social and economic fabric of Waynesville and Haywood County; and

**WHEREAS**, The Town of Waynesville (“the Town”) has stated that one of its priorities is to provide a safe and up to date transportation corridor for vehicles, pedestrians and cyclists; and

**WHEREAS**, The Town acknowledges that improvements to this area should lead to economic development, recreational and other opportunities that benefit all citizens of Waynesville.

**NOW, THEREFORE, BE IT RESOLVED** that the Town of Waynesville Board of Aldermen hereby supports the basic principles of the plan presented by the North Carolina Department of Transportation regarding such improvements to South Main Street (US 23 Business) from Hyatt Creek Road (S.R. 1164) to Pigeon Street (US 276) and will work closely with the North Carolina Department of Transportation on its implementation.

Adopted this 25<sup>th</sup> Day of September, 2018.

**TOWN OF WAYNESVILLE**

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Gavin A. Brown  
Mayor

**ATTEST:**

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Eddie Ward  
Town Clerk