



Town of Waynesville, NC - **REVISED** Board of Aldermen – Regular Meeting

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

Date: **May 23, 2017** 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 May 9, 2017 regular meeting minutes and the May 9, 2017 closed session minutes, as presented [or as corrected].

B. **NEW BUSINESS**

3. Request approval of Public Art Commission piece and contract with artist
 - George Kenney, WPAC Chairman

Motion: To approve the Plott Hound art piece and approval of the contract with artist Todd Frahm to produce the piece, as presented.

4. Request to purchase trench box system
 - David Foster, Public Services Director

Motion: To approve and authorize the purchase of an OSHA Compliant trench box system utilizing the Water Department materials and supplies line item, as presented.

5. Request approval of engagement of McGill and Associates to complete a Reservoir Capacity Use Study
 - Rob Hites, Town Manager

Motion: To approve the engagement of McGill and Associates to complete a Reservoir Capacity Use Study and authorize the Town Manager to execute agreement, as presented.

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C. PRESENTATION

6. Presentation of the proposed Fiscal Year 2017-2018 Budget

- Eddie Caldwell, Finance Director
- Rob Hites, Town Manager

Motion: *To approve the budget schedule, including the special called meeting on June 9, 2017, as presented*

D. CALLS FOR PUBLIC HEARING

7. Call for Public Hearing to consider the approval of the Fiscal Year 2017-2018 Budget for the Town of Waynesville

Motion: *To Call for Public Hearing to be held on June 9, 2017 at 1:00 p.m. or as closely thereafter as possible in the Town Hall Board Room located at 9 South Main Street, Waynesville to consider the approval of the Fiscal Year 2017-2018 Budget for the Town of Waynesville.*

8. Call for Public Hearing to consider a Conditional District map and text amendment request at 909 Russ Avenue, and 88 and 186 Frazier Street, Haywood County Tax Parcel Identification Numbers 8616-12-9629, 8616-12-9531, 8616-12-7433, and 8616-12-4331 from Russ Avenue Regional Center Commercial District (RA-RC) to Russ Avenue Regional Center Commercial District Conditional District (RA-RC-CD).

Motion: *To call for a Public Hearing to be held on Tuesday, June 13, 2017 at 6:30 p.m. or as closely thereafter in the Town Hall Board Room located at 9 South Main Street, Waynesville to consider a Conditional District map and text amendment request at 909 Russ Avenue, and 88 and 186 Frazier Street, Haywood County Tax Parcel Identification Numbers 8616-12-9629, 8616-12-9531, 8616-12-7433, and 8616-12-4331 from Russ Avenue Regional Center Commercial District (RA-RC) to Russ Avenue Regional Center Commercial District Conditional District (RA-RC-CD).*

E. COMMUNICATIONS FROM STAFF

9. Manager's Report –Town Manager Rob Hites

- Town Attorney Search

10. Attorney's Report – Town Attorney Woody Griffin

F. COMMUNICATIONS FROM THE MAYOR AND BOARD

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G. CALL ON THE AUDIENCE

H. CLOSED SESSION

11. Enter into closed session for the purpose of discussion of Personnel – the Town Attorney Search - under North Carolina General Statute §143.318.11(a)(6) and the discussion of property acquisition under North Carolina General Statute § 143.318.11(a)(5)

I. ADJOURN



TOWN OF WAYNESVILLE

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CALENDAR May 23, 2017

2017	
Tues, May 23 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Sat, May 27 7:00 PM Main Street	Block Party – sponsored by the Downtown Waynesville Association Street Closure – portion of Main Street
Mon, May 29	Memorial Day Town Offices Closed
Fri, June 2 5:00 PM to 9:00 PM Downtown	Art After Dark – sponsored by the Downtown Waynesville Association
Sat, June 10 10:00 AM to 5:00 PM Main Street	Appalachian Lifestyle Celebration – sponsored by the Downtown Waynesville Association
Tues, June 13 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Fri, June 23 6:30 to 9:00 PM Historic Courthouse	Mountain Street Dance – partial closure of Main Street
Mon, June 26 5:30 PM Location TBA	Haywood County Council of Governments (COG) Meeting Haywood County Hosting
Tues, June 27 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Tue, July 4 11:00 AM to 2:00 PM Downtown	Stars & Stripes Celebration – sponsored by the Downtown Waynesville Association – rolling closure of Main Street for parade
Tue, July 4	Independence Day Town Offices Closed
Fri, July 7 6:30 – 9:00 PM Historic Courthouse	Mountain Street Dance – partial closure of Main Street
Fri, July 7 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association

Tues, July 11 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Thur, July 13 7:00 AM to 9:00 AM Main Street	Rally USA – sponsored by the Tourism Development Authority – partial closure of Main Street from Pigeon to Miller Street Parking Area
Thur, July 20 – Sun, July 30	FOLKMOOT USA INTERNATIONAL FESTIVAL – various venues and times in Haywood and surrounding counties
Fri, July 21 6:30 to 9:00 PM Historic Courthouse	Mountain Street Dance – partial closure of Main Street
Sat, July 22 10:00 AM Main Street to Historic Courthouse	Folkmoor USA Parade of Nations – sponsored by Folkmoor USA Street closure from Pigeon Street to Historic Courthouse
Tues, July 25 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Sat, July 29 10:00 AM to 5:00 PM Main Street	International Festival Day – sponsored by Folkmoor USA – Street Closure from Pigeon Street to Walnut Street
Fri, Aug 4 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association
Fri, Aug 4 6:30 to 9:00 PM Historic Courthouse	Mountain Street Dance – partial closure of Main Street
Sat, Aug 5 9:30 AM to 1:00 PM Downtown	SARGE's Downtown Dog Walk – sponsored by the Friends of SARGE – rolling street closure for parade – event occurs at the Historic Courthouse
Tues, Aug 8 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Tues, Aug 22 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Mon, Aug 28 5:30 PM Location TBA	Haywood County Council of Governments (COG) Meeting Town of Maggie Valley Hosting
Fri, Sept 1 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association
Fri, Sept 1 and Sat, Sept 2 Lake Junaluska	48 th Annual Smoky Mountain Folk Festival
Mon, Sept 4	Labor Day Town Offices Closed
Tues, Sept 12 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session

Sat, Sept 16 6:00 PM Main Street	BLOCK PARTY - sponsored by the Downtown Waynesville Association – partial street closure – Main Street
Tues, Sept 26 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Fri, Oct 6 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association
Tues, Oct 10 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Sat, Oct 14 10:00 AM to 5:00 PM Downtown	Church Street Art and Craft Show – sponsored by the Downtown Waynesville Association – Street Closure of Main Street from Pigeon Street to Walnut Street
Sat, Oct 21 10:00 AM to 5:00 PM Downtown	29 th Annual Apple Harvest Festival – sponsored by the Haywood Chamber of Commerce – Street Closure of Main Street from Pigeon Street to Walnut Street
Mon, Oct 23 5:30 PM Location TBA	Haywood County Council of Governments (COG) Meeting Town of Waynesville Hosting
Tues, Oct 24 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Tues, Oct 31 5:00 PM to 7:00 PM Main Street	Treats on the Street – sponsored by the Downtown Waynesville Association – street closure of Main Street from Pigeon Street to Depot Street
Fri, Nov 3 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association
Fri, Nov 10	Veteran’s Day Town Offices Closed
Tues, Nov 14 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Thur & Fri, Nov 23-24	Thanksgiving Town Offices Closed
Fri, Dec 1 to Sun, Dec 31	All Through the Town – a month-long holiday celebration sponsored by the Downtown Waynesville Association
Fri, Dec 1 5:00 PM to 9:00 PM Main Street	Art After Dark – sponsored by the Downtown Waynesville Association
Mon, Dec 4 6:00 PM Main Street	Waynesville Christmas Parade – sponsored by the Downtown Waynesville Association – street closure of Main Street from Walnut Street to Legion Drive
Sat, Dec 9 6:00 PM to 9:00 PM Main Street	A Night Before Christmas – sponsored by the Downtown Waynesville Association – street closure of Main Street from Pigeon to Depot Street

Tues, Dec 12 6:30 PM Town Hall Board Room	Board of Aldermen Meeting – Regular Session
Wed, Dec 13 to Sun, Dec 24 Downtown	Twelve Days of Christmas – Magical Moments and Memories Made Here – sponsored by the Downtown Waynesville Association
Mon – Wed, Dec 25-27	Christmas Town Offices Closed

Board and Commission Meetings – May/June 2017

ABC Board	ABC Office – 52 Dayco Drive	June 20 3 rd Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	June 6 1 st Tuesdays 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	May 25 4 th Thursdays 12 Noon
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	June 7 1 st Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	June 19 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	June 8 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	June 21 3 rd Wednesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	June 21 3 rd Wednesdays 3:30 PM

BOARD/STAFF SCHEDULE

Mon- Thurs, August 28-31	Administrative Assistant	IIMC Clerks Certification Course – week 3 Chapel Hill, NC
Mon-Fri., October 23-27	Administrative Assistant	IIMC Clerks Certification Course – week 4 Chapel Hill, NC

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REGULAR MEETING
May 9, 2017

THE WAYNESVILLE BOARD OF ALDERMEN held a regular meeting on Tuesday, May 9, 2017 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 6:28 p.m. with the following members present:

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

The following staff members were present:

Rob Hites, Town Manager
Woody Griffin, Town Attorney
Amie Owens, Assistant Town Manager/Town Clerk
David Foster, Public Services Director
Elizabeth Teague, Development Services Director

The following media representatives were present:

Cory Vaillancourt, Smoky Mountain News

1. Welcome /Calendar/Announcements

Mayor Gavin Brown welcomed everyone to the meeting and noted the following calendar events including:

- May 11 – Tuscola High School AFJROTC Awards Banquet – Mayor will be presenting certificates to cadets
- May 12 – Art After Dark – Main Street – sponsored by the Downtown Waynesville Association
- May 13 – Whole Bloomin’ Thing Festival sponsored by the Frog Level Merchant’s Association – 9:00 a.m. until 5:30 p.m.
- May 13 - Commission for a Clean County Waynesville Litter Pick Up – 9:00 a.m. for Pigeon Street area

Mayor Brown asked Assistant Town Manager/Town Clerk Amie Owens to tell the board members about her recent graduation. Ms. Owens explained she had completed a seven-month course from the UNC School of Government entitled Municipal and County Administration.

2. Adoption of Minutes

Alderman Caldwell made a motion, seconded by Alderman Freeman, to approve the minutes of the April 25, 2017 regular meeting, as presented. The motion carried unanimously.

B. PROCLAMATIONS

3. Proclamations

a. Strive Not to Drive – May 12 – 19, 2017

Mayor Brown read aloud the Proclamation for Strive Not to Drive Week, May 12 through May 19th and encouraged citizens and visitors to walk, ride a bicycle or carpool as ways to promote healthier transportation options. The Mayor presented the proclamation to Elizabeth Teague, Development Services Director who has been serving on the Strive Not to Drive Planning Committee on behalf of the Town.

Ms. Teague commented that in her position, it is wonderful to see the ordinances at work and to be in a community where there has been a commitment to planning for cyclists, pedestrians and transit options. Ms. Teague provided a schedule of events related to Strive Not to Drive and thanked the Board for their support of this initiative.

b. National Public Works Week – May 21 – 27, 2017

Mayor Brown read aloud the Proclamation for Public Works Week, May 21 through May 27 noting that the theme of “Public Works Connects Us” was, indeed, a true statement. He presented David Foster, Public Services Director with the proclamation and asked that Mr. Foster to update on the Public Services building renovations.

Mr. Foster noted that the Public Services building renovations were nearly complete with a tentative move-in for staff set for around May 18th. The renovated facility will provide a training area, a breakroom and more efficient manner to traverse through the building and obtain supplies. Mr. Foster added that it is hoped that there would be an open house/ribbon cutting for the second week in June so that everyone could come and view the new facility. Mayor Brown explained that the Public Services building renovation had been in planning since the early 2000’s. Mayor Brown thanked Mr. Foster and the Public Services staff for their service to the Town.

C. NEW BUSINESS

4. Request to utilize general funds to resurface Chinquapin Lane

Mr. Foster explained that Chinquapin Lane is in desperate need of resurfacing; however, it does not meet the Powell Bill standards for resurfacing. Savings in the current fiscal year are available which could be utilized for such resurfacing. The estimated cost for the resurfacing is \$20,000.00. Town Manager Rob Hites added that this street clearly needs repair and that this is the only option to fund the repairs.

Alderman Roberson made a motion, seconded by Alderman Caldwell to approve and authorize the utilization of general funds residual from the Streets Division to resurface Chinquapin Lane, as presented. The motion carried unanimously.

5. Request Approval of five year contract for Sharp Copiers

Ms. Owens explained that the Town has been utilizing Sharp Business Solutions for its copier contract since 2013. While the current contract does not expire until February 2018, an opportunity presented itself to renegotiate to show substantial savings and equipment upgrades. Ms. Owens noted the current fee for the contract is \$4,295.23 monthly which includes all parts, labor, service and supplies excluding paper and staples. In discussion with Sharp representatives, it was noted that several machines had excessive numbers of copies and could be upgraded as part of the renegotiation as well as obtaining a Free Sharp Aquos Smart Board.

Ms. Owens presented three options for board consideration – a three-, four- and five-year contract period. The five year contract would provide a savings of \$32,893.80 over the current contract. Ms. Owens did get information from the Xerox copier representative; however, the cost would have been more expensive and required the changing of all copiers. By renegotiating the contract, the Town would keep 9 existing machines and upgrade five.

Alderman Feichter inquired if the Town would own the copiers at the end of the lease. Ms. Owens confirmed.

Alderman Feichter made a motion, seconded by Alderman Freeman to approve the five year contract with Sharp Business Solutions and authorize the Town Manager to execute the agreement, as presented. The motion carried unanimously.

D. COMMUNICATIONS FROM STAFF

6. Manager's Report – Town Manager Rob Hites

Manager Hites explained that he, Finance Director Eddie Caldwell, and Ms. Owens have been working on finalizing the budget document. Once finalized, the board will be provided with a budget schedule that will include dates for presentation, public hearing and final approval.

Mayor Brown inquired about insurance benefits for the upcoming year. Mr. Hites noted that there would be a zero (0) increase for the third year in a row for health insurance. A new dental insurance provider was chosen exceeds the existing benefit, but does so for less than the proposed renewal rate for the current provider.

7. Attorney's Report – Town Attorney Woody Griffin

Attorney Griffin had nothing to report.

E. CALL ON THE AUDIENCE

Shelton House

Sarah Jane League, Treasurer for the Shelton House, spoke to the board in thanks of their special appropriations support in previous years and requested consideration for funding in the upcoming budget year. She explained that the board had provided a utility offset grant for \$5,000 and had graciously funded a capital improvement grant to restore chimneys at the Shelton House.

Ms. League noted that the Shelton House was the first structure on National Register of Historic homes in Haywood County and is recognized as part of the Blue Ridge Heritage Trail. She added that the handicrafts in the museum represent a vibrant partnership with the community and strategic partners Haywood Community College and Western Carolina University. Ms. League reminded the Board that while the home is open May through October, other events are held on the grounds. The goal for the Shelton House is to be self-sustaining within the next five years.

Ms. League thanked the Board for their consideration of funding, commenting that the Shelton House is a special property that is an asset to visitors and the community.

Private Sanitary Sewer System

Tonya Wilson addressed the Board. Ms. Wilson lives in a home that is adjacent to David Boulay on 152 Broadview Street. At a previous board meeting, Mr. Boulay made a request to see if the Town would take over the sanitary sewer system. Ms. Wilson received a letter from the Town outlining the requirement to clear the sanitary sewer system and make repairs. Ms. Wilson had concerns that the time limit for the repairs to the system had been reached and there had not been a resolution and she was afraid that the Town would impose fines.

Manager Hites explained that there would be no issue with extending the deadline for the completion of any repairs and reiterated that this was a private matter, not a town matter aside from a public health complaint being received.

Jim Grasty addressed the Board. Mr. Grasty is another neighbor to Mr. Boulay who had also been served with paperwork. He asked if the Town could take over the sewer line. Manager Hites again explained that this was a civil matter. Manager Hites reassured both parties that the deadline would be extended based on the fact that they had contacted a plumber who was actively looking at the problem. He added that he was looking into potential grant funding to assist the property owners with offsetting the cost.

F. COMMUNICATION FROM THE MAYOR AND BOARD

8. Request for Sponsorship

Alderman Caldwell presented information and requested board support for the 9th Annual Community Kitchen Golf Classic. The sponsorship from last year was \$1,000 and the same amount is requested for this year. Alderman Caldwell explained that the problem of hunger was a countywide issue and all should provide support.

Mayor Brown noted in the interest of transparency that his daughter was the Executive Director but that he had not been approached to assist. He would recuse himself from voting if the Board felt that was necessary. Manager Hites interjected that since the Mayor had no personal financial gain, there was no conflict with him voting.

Alderman Caldwell made a motion, seconded by Alderman Roberson to approve a \$1,000 sponsorship for the Community Kitchen's 9th Annual Golf Classic. The motion carried unanimously.

G. CLOSED SESSION

9. Enter into closed session for the purpose of discussion of personnel under North Carolina General Statute §143.318.11(a)(6)

Alderman Roberson made a motion, seconded by Alderman Freeman to enter closed session at 7:13 p.m. for the purpose of discussion of personnel- the hiring of a Town Attorney. The motion carried unanimously.

Mayor Brown noted that no action would be taken on this matter at this meeting.

Alderman Roberson made a motion, seconded by Alderman Freeman to return from closed session at 7:40 p.m. The motion carried unanimously.

Mayor Brown explained upon returning to open session that the Board requested Manager Hites to contact a candidate for the Attorney's position to see if he could attend a Special Meeting at 5:15 on May 18th. Once confirmed the meeting will be properly noticed.

H. ADJOURN

There being no further business to discuss, Alderman Roberson made a motion, seconded by Alderman Caldwell to adjourn the meeting at 7:46 p.m. The motion carried unanimously.

ATTEST

Gavin A. Brown, Mayor

Robert W. Hites, Jr., Town Manager

Amanda W. Owens, Town Clerk

AGREEMENT FOR COMMISSION OF PUBLIC ARTWORK

THIS AGREEMENT, made and entered into this 1st day of June, 2017 by and between the TOWN OF WAYNESVILLE, a North Carolina Municipal Corporation (the "Town") and TODD FRAHM, (the "Artist") residing in Asheville, North Carolina (collectively the "Parties").

This Agreement concerns the final design, fabrication, delivery and installation of an artistic piece by October 31, 2017 to and on the grounds of Town property easement located in the parking area on Hazelwood Avenue, known as the "Mini-Park", in Waynesville, North Carolina.

RECITALS

1. The Public Art Commission, a public body appointed by the Waynesville Board of Aldermen (the "Commission"), has been authorized to issue a *Call for Artists*, and oversee the selection process and artist relations necessary for the successful creation and installation of artwork within the boundary of the "Mini-Park" (hereinafter referred to as the "Work").
2. On April 29, 2017, Todd Frahm presented his Proposal, including a drawing, and descriptive text of a proposed Work to the Community Advisory Panel, convened by the Public Art Commission, a public body appointed by the Waynesville Board of Aldermen.
3. On May 11, 2017 the Public Art Commission met and concluded that the piece represented in the presentation should be created as a sculpture in a similar manner as the model presented on April 29th.
4. On May 23, 2017, after a review of the selection process and following the recommendation of the Public Arts Commission, the Board of Aldermen of the Town of Waynesville authorized a contract between Todd Frahm and the Town for his Proposal.

NOW, THEREFORE, based upon these recitals and mutual promises contained herein and other valid and sufficient consideration, the parties agree as follows:

ARTICLE 1. DESIGN APPROVAL

"Proposal" shall mean the proposed visual, aesthetic, artistic intent and design of the Work approved by the Commission. The most recent proposal approved by the Commission is incorporated herein by reference, and is binding unless or until changes are approved by the Commission. Attachment A is the Artist's Proposal at the time of the Agreement date.

Any change or deviation in scope, design, color, size, material, texture, or location beyond what is contemplated in the current Proposal must be approved in advance and in writing by the Town and the Public Art Commission, particularly if such change or deviation would affect installation, scheduling, or site preparation.

ARTICLE 2. FABRICATION SCHEDULE

- a. To facilitate communication between the Public Art Commission, the Town, and the Artist, the Commission has designated one of its members as a "Project Manager" who shall be the Artist's primary contact with the Commission, and may answer or relay questions related to schedule, design modifications, installation practicalities, and other items which may arise during the course of the project.
- b. Within 10 days of the execution of this agreement, the Artist shall furnish the Town and the Public Art Commission Project Manager a tentative schedule for completion of fabrication of the Work and for installation of the Work as fabricated, including a schedule for the progress visit to the Artist's studio by the Commission in the month of September.
- c. The schedule submitted shall include complete installation in the Mini Park no later than October 31, 2017. The schedule may be amended only by written agreement between the Town and the Artist.

ARTICLE 3. DELIVERY AND INSTALLATION

- a. The Artist shall notify the Commission when the Work is fabricated and the date at which time the Work will be ready for delivery and installation at the site. If the Work does not conform to the Proposal, the Town shall be entitled to reject the Work, cease payment and pursue all remedies available to a purchaser of goods under applicable law.
- b. The Artist shall coordinate with the Town and deliver the Work to the site in accordance with the approved schedule, but in no event later than October 15, 2017.
- c. The Artist shall be responsible for initiating, maintaining and supervising safety precautions and programs in connection with the performance and installation of the Work at the site. The Artist shall take precautions for the safety of, and shall provide protection to prevent damage, injury or loss to persons involved in the installation of the work on the site and persons who may be affected thereby, the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, and other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of installation.
- d. The Town shall erect and maintain, as required by existing conditions in performance of the contract, reasonable safeguards for safety and protection, including, promulgating safety and notifying owners and users of adjacent sites and utilities as appropriate.
- e. The Town may, at its discretion, assist the Artist with installation, but in no case does the Town's assistance in installation indicate Final Acceptance, as outlined in Article 5. The Artist must be on-site at all times during the installation process to receive any assistance from the Town.
- f. The Artist shall promptly remedy damage and loss to property caused in whole or in part by the Artist, a subcontractor, a sub-subcontractor or anyone directly or indirectly

employed by any of them, or by anyone for whose acts they may be liable, except for damage or loss attributable to acts or omissions of the Town or anyone directly or indirectly employed by the Town, or by anyone for whose acts the Town may be liable, and not attributable to the fault or negligence of the Artist.

ARTICLE 4. LIEN WAIVERS

Upon completion of installation, but in any event before Final Acceptance, the Artist shall secure lien waivers in a form acceptable to the Town for all of the Artist's subcontractors and each of their subcontractors.

ARTICLE 5. FINAL ACCEPTANCE

The Artist shall notify the Town when installation of the Work, according to this Agreement and pursuant to the Proposal, has been completed. Within twenty (20) days after the receipt of such notice and receipt of the Post-Installation Information, the Town shall either accept the Work as completed by written notice to that effect or notify the Artist of nonconformities or failure to provide all services required. The Artist shall then be given a reasonable period of time not exceeding thirty (30) days to cure such nonconformities and provide required services, or to come to agreement with the Town on the steps to cure such nonconformities according to a mutually acceptable schedule.

ARTICLE 6. POST INSTALLATION INFORMATION

Within ten (10) days of Final Acceptance, the Artist shall provide to the Town the following:

- a. A set of three (3) different views of the Work in digital form, at a minimum resolution of 300 dpi and in JPG or TIFF file format, and
- b. A full written narrative description of the Work, and
- c. Materials and Maintenance information

If such products are not of sufficient quality to serve as a guide to future conservation, the Town may require that they be redone and resubmitted.

ARTICLE 7. PUBLICITY

The Artist shall be available at such time or times as may be agreed between the Town/Commission and the Artist to attend public meetings and community outreach functions during the duration of this Agreement as well as any inauguration or presentation ceremonies relating to the transfer of the Work to the Town. The Town and Commission shall use its best efforts to arrange for publicity for the completed Work as soon as practical following installation.

ARTICLE 8. COMPENSATION AND PAYMENT SCHEDULE

The Town shall pay the Artist a fixed fee of \$20,000.00, which shall constitute full compensation for all services and materials to be performed and furnished by the Artist

under this Agreement. This fee shall represent total compensation for all services performed or required to be performed by this contract, regardless of any circumstances which may not be foreseen at the time of the execution of this contract. More specifically, it shall include raw materials, fabrication supplies, installation expenses, artist fee for fabrication and first two years maintenance of the finish of the Work, photo documentation and publicity. The artist shall bear the risk of increased costs due to late delivery, or defective performance. The fee shall be paid in the following installments, each installment to represent full and final, non-refundable payment for all services and materials provided prior to the due date thereof:

- a. \$5,000.00 upon execution of this Agreement, recognizing that the Artist has already invested time and expense in preliminary design coordination with the Town and other interested parties.
- b. \$7,500.00 upon inspection and consultation verifying 50% fabrication progress as confirmed by the Project Manager's visit to the Artist's studio, on an agreed upon date in the month of September.
- c. \$5,000.00 within twenty (20) days after the Final Acceptance.
- d. \$2,500.00 within twenty (20) days of submission of documentation required in Article 6.

The Town makes no representations concerning the applicability of sales taxes to the purchase of materials by the Artist for the work. Any sales, use or excise taxes or similar charges relating to services and materials shall be paid by the Artist and should be included in any budget. The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the Town, the costs of storage and transporting the Work to the site and the costs of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement.

ARTICLE 9. INSURANCE

The Artist shall purchase and maintain until installation of the Work and final acceptance by the Town, insurance from an insurance company acceptable to the Town and authorized the term of this contract to do business in the State of North Carolina. Such insurance shall include commercial general liability insurance covering, bodily injury and property damage in the amount of at least \$50,000.00 bodily injury, each occurrence/aggregate, and at least \$50,000.00 property damage, each occurrence/aggregate, and at least \$50,000.00 bodily injury and property damage combined single limits, each occurrence/aggregate, which insurance includes coverage for contractual liability, personal injury liability and products/completed operations. Town shall be named as an additional insured on all such policies. The Artist shall furnish Town with a Certificate of Insurance which shall contain a provision that Town shall be given 30 days written notice prior to any amendment or termination of the policy by either the insured or the insuring company.

ARTICLE 10. RISK OF LOSS

The risk of loss or damage to the Work shall be borne by the Artist until installation, and the Artist shall take such measures as are necessary to protect the Work from loss or damage until final acceptance. The Town recommends that the Artist acquire fine arts insurance. Notwithstanding the above, the Work shall be covered by the Town's insurance from the time it has been satisfactorily installed at the site.

ARTICLE 11. WARRANTIES

- a. The Artist represents and warrants that (a) the Work is solely the result of the artistic effort of the Artist; (b) except as otherwise disclosed in writing to the Town, the Work is unique and original and does not infringe upon any copyright such that the Artist obtains rights under the Copyright Act of 1976, 17 U.S.C. § 101 et seq.; (c) the Artist has not transferred or licensed any interest in the copyright; (d) that the Work, or a duplicate thereof, has not been accepted for sale elsewhere; (e) the Work is free and clear of any liens from any source whatever; (f) the execution and fabrication of the Work will be performed in a workmanlike manner; (g) the Work, as fabricated and installed, will be free of defects in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Work, and (h) reasonable maintenance of the Work will not require procedures substantially in excess of those described in the maintenance recommendations to be submitted by the Artist.
- b. The warranties described above shall survive for a period of two years after the final acceptance of the work. Town shall give notice to the Artist of any observed breach with reasonable promptness. The Artist shall, at the request of Town, and at no cost to Town, cure promptly the breach of any warranty which is curable and which cure is consistent with professional conservation standards (including for example, cure by means of repair or re-fabrication of the Work).
- c. The Artist acknowledges that the Town is an intended beneficiary of the warranties made herein, and such warranties shall accrue to the benefit of the Town.

ARTICLE 12. INDEMNITY

The Artist shall indemnify and hold harmless the Town, each officer, agent and employee of Town, against all claims against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by any negligent act, error or omission of the Artist, or anyone employed by the Artist in the performance of this Agreement. Additionally, the Artist shall indemnify and hold harmless the Town from and against any lien claim.

No funds associated with this contract may be used to pay indemnity, provided, however, that the Artist shall be entitled to purchase insurance out of the funds associated with this contract. To the extent allowed by law, the Town shall indemnify and hold harmless the Artist for all claims against the Artist for personal injury or wrongful death or property damage arising out of the negligence of any officer or employee of the Town.

ARTICLE 13. TITLE

Title to the Work shall pass to the Town upon final acceptance. Such title shall allow the Town to maintain as qualified by Article 15, relocate on the Site or elsewhere, store, sell or otherwise dispose of the Work.

ARTICLE 14. COPYRIGHT PROVISIONS

- a. Following installation and final acceptance of the Work, the Town shall have and own all right, title and interest in and to the physical media embodying or encompassing the Work. Both before and after such installation and acceptance, the Artist shall retain all rights she may have under the copyright Act of 1976, USC 101 et seq., and all other intellectual property rights in and to the Work and incidentals except as expressly provided in this Agreement.
- b. The Artist hereby grants to the Town nontransferable, non-exclusive licenses authorizing the Town to:
 1. Make photographic or other two-dimensional reproductions of the Work, including reproduction for exhibition catalogues, books, slides, photographs, postcards, calendars, magazines, books, and news services;
 2. Use and display the Work or any reproductions of the work in advising, publicity or public service materials for the Town, any public agency thereof, Town, or for any event associated with the Town, or associated with the display of the Work;
 3. Display the Work publicly or privately whether or not for charge;
 4. Register the Work under the Copyright Act or renew any registration so long as such registration includes the Artist as an owner of the copyright of the Work, and;
 5. Initiate and prosecute any suit for the infringement of the copyright of the Work. The Town shall not be obligated to pay any royalty for such licenses. The Town shall give credit to all reproductions by or on behalf of the Town (to the extent authorized herein). The credit shall contain a credit to the Artist and copyright notice as follows:

"Copyright [©] 2017 (Todd Frahm). All Rights Reserved."
 6. The Artist agrees to the following covenants limiting the retained copyright of the Artist as follows:
 - i. The Artist shall not transfer any copyright interest or privilege in and to the Work without the prior consent of the Town;
 - ii. The Artist shall not display any reproduction of the Work for commercial purposes without the prior consent of the Town.
 - iii. The Artist shall provide credit to the Town in all reproductions and displays (to the extent authorized herein) reading substantially, "an original work commissioned by the Town of Waynesville, North Carolina."

ARTICLE 15. REPAIR AND MAINTENANCE

The Town shall have the right to determine when and if repairs and restorations to the Work will be made. During the Artist's lifetime, the Artist shall have the right to approve all material repairs and restorations, except for replacement of broken or worn components being fabricated by the same fabricator that originally provided them, subject, however to the Artist not unreasonably withholding or delaying approval for any repair or restoration of the Work. If the Artist cannot be located at the notice address or unreasonably fails to approve any repair or restoration, the Town shall have the right to make such repair or restoration. To the extent practical, the Artist during the Artist's lifetime, shall also be given the opportunity to make or personally supervise significant repairs and restorations. Nevertheless, the Town shall have the right to make repairs to the Work. Any compensation to be paid to the Artist for repairs, if at all, shall be the subject of another agreement.

ARTICLE 16. NO AGENCY

The Artist shall perform all work as an independent contractor and not as an agent or an employee of the Town. The Artist shall not be supervised by any employee or official of Town nor shall the Artist exercise supervision over any employee or official of the Town.

ARTICLE 17. WAIVER

No waiver of performance by either party shall be construed as or operate as a waiver of any subsequent default of any terms, covenants and conditions of this Agreement. The payment or acceptance offers for any period after a default shall not be deemed a waiver of any right or acceptance of defective performance.

ARTICLE 18. GOVERNING LAW

This Agreement, regardless of where executed or performed, shall in all respects be governed by and construed in accordance with the laws of the State of North Carolina.

ARTICLE 19. BINDING EFFECT

This Agreement shall be binding upon and shall inure to the benefit of the Town and the Artist and their respective successors and assigns as permitted under this Agreement.

ARTICLE 20. ASSIGNMENT

This Agreement may not be assigned without the prior written approval of all of the Parties. Any purported assignment of this Agreement without such approval shall be absolutely void.

ARTICLE 21. NON-DISCRIMINATION

In connection with the performance of this Agreement, the Artist shall not discriminate against any employee, applicant for employment or program participant because of race, religion, color, gender, sexual preference or national origin. In addition the Artist shall not discriminate against any employee, applicant for employment or program participant on the basis of handicapped status.

ARTICLE 22. AMENDMENTS

This Agreement may only be amended by written amendments signed by all of the Parties.

ARTICLE 23. TERMINATION

In addition to the termination provisions set forth above, if either party to this Agreement shall fail to fulfill in a timely and proper manner, or otherwise violate, any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have five (5) days after receipt of the notice to cure default. If it is not cured or if the Parties have not agreed to steps to cure the default according to a mutually acceptable schedule, then this Agreement shall terminate. In the event of default by the Artist, all finished and unfinished drawings, sketches, photographs and other work products prepared or submitted or prepared for submission by the Artist under this Agreement shall at the Town's option become its property, provided that no right to fabricate or execute the Work shall pass to the Town. The Artist shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of this Agreement by the Artist, and the Town may reasonably withhold payments to the Artist until such time as the exact amount of such damages due the Town from the Artist is determined.

ARTICLE 24. OTHER REMEDIES

The specification of remedies in this agreement shall not be deemed to be exclusive. The Town retains the right to pursue any remedies available for defective or delayed performance, including specifically the right to set off any damages for defective or delayed performance against any sum due the Artist under this Agreement.

ARTICLE 25. ARBITRATION

All disputes or controversies that may arise between the parties with respect to the performance, obligations or rights of the parties under this Agreement, including disputes as to the physical acceptability of the Work or any alleged breach thereof, shall be settled by arbitration to be held in Haywood County, North Carolina, in accordance with the current Rules of Commercial Arbitration of the American Arbitration Association, however, consideration of artistic merit being a matter for the exclusive determination of the Artist, no dispute or controversy may arise with respect thereto. The dispute shall be referred to a panel of three arbitrators, one to be selected by the Artist, one to be selected by Town and the third to be selected by the first two. If an agreement on the third arbitrator cannot be reached within thirty (30) days after the appointment of the second arbitrator, such arbitrator shall be appointed by Town. The decision and award of the arbitrators, or that of any two of them, shall be final and binding on the parties, and judgment may be entered upon it in any court having jurisdiction thereof.

ARTICLE 26. NOTICES

All notices, requests, demands and other communications which are required or permitted to under this Agreement shall be in writing and shall be deemed to have been duly given upon the delivery or receipt thereof, as the case may be, if delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, at the following addresses or such other address as specified in writing from time to time by the party receiving notice:

IF TO TOWN:
Town Manager
Town of Waynesville
P.O. Box 100
Waynesville, NC 28786
(828) 452-2491

IF TO THE ARTIST:
Todd Frahm
30 Larry James Drive
Asheville, NC 28806
(310)347-1976

ARTICLE 27. TIME IS OF THE ESSENCE

Time is of the Essence with respect to the obligations of the parties hereunder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

ARTIST

TOWN OF WAYNESVILLE

Todd Frahm

Mayor Gavin A. Brown

{CORPORATE SEAL}

ATTEST: _____

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 23, 2017

SUBJECT: Request approval of Public Services Trench Box Purchase

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 3-B
Department: Public Services
Contact: David Foster, Public Services Director
Presenter: David Foster, Public Services Director

BRIEF SUMMARY:

Consideration to purchase a lightweight trench box shoring system in the Public Services Department. A trench box shoring system is used to secure the slopes of an excavated trench. This provides a safe environment for Public Services workers to complete their assigned subsurface tasks. The Town has an antiquated system, but its bulk and weight made it tedious and cumbersome to deploy. This system will be lightweight and easily deployable by only two employees.

MOTION FOR CONSIDERATION:

Motion authorizing Town staff to purchase a lightweight trench box shoring system.

FUNDING SOURCE/IMPACT:

Utilize Water and /Sewer Maintenance material budgets.

ATTACHMENTS:

- Bid document

MANAGER'S COMMENTS AND RECOMMENDATIONS: Recommend approve request to use Water and Sewer Maintenance budgets to purchase lightweight trench box shoring system.



Town of Waynesville
Modular Trench Box System Comparison

Vendor	Price	Estimated Delivery Time
Kundel Industries	\$16,578.62	6 Weeks
United Rentals	\$18,274.00	6 Weeks
Trench Tech	\$19,771.00	6 Weeks

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 23, 2017

SUBJECT: Request approval of Reservoir Capacity Use Study

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: 4-B
Department: Administrative Services
Contact: Rob Hites, Preston Gregg
Presenter: Rob Hites, Town Manager

BRIEF SUMMARY: During last summer's drought the reservoir reached a historic low, 72" below full pond. The Town initiated phase I water restrictions. Haywood County's water utilities met to discuss a county-wide plan for drought relief. The principal source of short and long term relief was Waynesville's reservoir. Town Engineer Preston Gregg calculated that the Town could not provide long term treated water to all the County's water providers without restricting Waynesville's use to drastic levels. The County's water providers agreed to apply for a grant to develop a long term plan for drought relief in the County.

One of the principal components of the plan will be a scientific study to determine the true capacity of our reservoir based on historical flows. The study would determine the capacity of the reservoir and determine how much water it could provide the Town and the County in the event of a catastrophic drought. The plan will provide the structure for the County's water providers for their own drought response plans. For example: A common interconnect between all water providers would protect the County from lack of water for a catastrophic fire or line break, but would only be able to provide the rest of the County with 500,000 gallons per day of flow for long term drought relief. McGill and Associates Engineering has just completed a similar study for the City of Asheville. They have developed a computer model that can be used to carry out the same study for Waynesville.

MOTION FOR CONSIDERATION: To approve the engagement of McGill and Associates to complete a Reservoir Capacity Use Study and authorize the Town Manager to execute agreement, as presented. Approve proposal by McGill Engineers.

FUNDING SOURCE/IMPACT: Mr. Caldwell recommends that the Board fund the \$24,800 proposal with funds from:

The following accounts: Water Treatment: \$12,800 (627122-534990)
Water Maintenance: \$12,000 (617121-534990)

ATTACHMENTS:

- McGill Engineering proposal for a Capacity Use Study

MANAGER'S COMMENTS AND RECOMMENDATIONS: The study is critical for the Town to understand the reservoir's reaction to a long term drought, determine if the Town's current drought mitigation measures are appropriate and determine how much flow the reservoir would be able to provide to neighboring providers in the event of a catastrophic drought.



May 10, 2017

Mr. Rob Hites, Town Manager
Town of Waynesville
16 South Main Street
Waynesville, North Carolina 28786

RE: Allen Creek Watershed/Supply
Safe Yield Analysis
Proposal for Engineering Services
Waynesville, North Carolina

Dear Mr. Hites:

McGill Associates appreciates this opportunity to assist the Town of Waynesville with the evaluation of the Allen Creek water supply watershed and reservoir to determine the estimated capacity (safe yield) of the watershed based upon historical stream flow records and full utilization of the reservoir. This water supply evaluation will provide technical data for staff and council to determine the safe yield of the Allen Creek watershed and reservoir and the ability to supply the Town's projected long term water demands, including potential water supply to wholesale customers.

To complete this evaluation we propose the following scope of services.

Scope of Services

1. Calculate the drainage area of the watershed and reservoir using available USGS and other topographic information.
2. Develop a stage-storage curve for the Allen Creek reservoir based upon the original reservoir drawings to be provided by the Town of Waynesville.
3. Develop an in- flow hydrograph for the watershed and reservoir utilizing historical USGS flow gauging information for Allen Creek and the Pigeon River basin. This historical flow data will be adjusted with rainfall data, based upon available data.
4. In order to evaluate the watershed and reservoir and the historical impact of drought conditions we will develop a watershed model for the Allen Creek reservoir and watershed. The OASIS software will be utilized and has been adopted by the North Carolina Department of Environmental Quality, Division of Water Resources for basin wide modeling across the state.

The OASIS model will be used to calculate the safe yield of the reservoir. Safe yield being defined as that withdrawal from the reservoir to the water plant which results in the reservoir level dropping to selected and agreed upon elevation (distance above the lowest raw water intake) once during the modeling period.

5. Summarize the results of the safe yield analysis in the form of a letter report present the report for review and acceptance.
6. Present the findings of the study to Town staff. Additional presentations to Town Council or others can be provided for additional services.

McGill Associates proposes to provide all services necessary to complete the above described project for the lump sum fee of \$24,800. McGill Associates will bill the Town monthly based on the work completed, and payment is due within 30 days of receipt of invoice. This fee does not include any tasks not specifically listed in the above scope of services. Additional tasks requested will be billed as additional services in accordance with our basic fee schedule.

If this proposal is acceptable please return one signed copy of the proposal for our files and authorization to proceed. If you have any questions regarding this proposal, please do not hesitate to contact us.

Sincerely,
McGILL ASSOCIATES, P.A.



MIKE WARESAK, PE
Senior Project Manager

CC: Keith Webb, PE

ACCEPTANCE
Town of Waynesville

Signature
Rob Hites, Town Manager

Date

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: May 23, 2017

SUBJECT: Call for a Public Hearing to be held on June 13, 2017 to consider a Conditional District map and text amendment request at 909 Avenue, and 88 and 186 Frazier Street, Haywood County Tax Parcel Identification Numbers 8616-12-9629, 8616-12-9531, 8616-12-7433, and 8616-12-4331 from Russ Avenue Regional Center Commercial District (RA-RC) to Russ Avenue Regional Center Commercial District Conditional District (RA-RC-CD).

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number: 7-D
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY: This request is being made by MAB Management, LLC. for the purpose of placing a new retail development, proposed as the “Waynesville Pavilion,” on 6.63 acres in the Russ Avenue Regional Center District.

This application was heard at the May 15 Planning Board Meeting and was recommended unanimously with the conditions to supplement landscaping, propose a façade treatments to the side of the building facing Frazier Street, and to work with NCDOT to design for future traffic and develop an improved intersection with Russ Avenue.

MOTION FOR CONSIDERATION: Call for a Public Hearing to be held on June 13, 2017 to consider a Conditional District map and text amendment request at 909 Avenue, and 88 and 186 Frazier Street, Haywood County Tax Parcel Identification Numbers 8616-12-9629, 8616-12-9531, 8616-12-7433, and 8616-12-4331 from Russ Avenue Regional Center Commercial District (RA-RC) to Russ Avenue Regional Center Commercial District Conditional District (RA-RC-CD).

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

1. Area Zoning Map
2. Application cover letter and form
3. Proposed site plan

MANAGER’S COMMENTS AND RECOMMENDATIONS: This is the call for public hearing only – no additional action required.



1 inch = 200 feet
 May 15, 2017

Haywood County

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.



April 28, 2017

Ms. Elizabeth Teague
Development Services Director
Town of Waynesville
9 South Main Street
Waynesville, North Carolina 28786

Re: Waynesville Pavilion – Russ Avenue at Frazier Street
Application for Land Development Standards Map Amendment
CES 4575.00

Ms. Teague:

We are pleased to submit this application for a Land Development Standards Map Amendment for the above referenced project. The proposed project encompasses the redevelopment of four (4) existing commercial parcels (PIN: 8616129629, 8616127433, 8616129531 and 8616124331). These parcels will be combined into one (1) parcel for the purposes of redevelopment and construction of a shopping center with a 49,098 sf grocery tenant anchor and 7,200 sf retail shops space.

The developer, MAB American Management, is seeking to invest \$15-\$20 million dollars into the redevelopment of these parcels. The redevelopment will revitalize this area by:

- providing a retail center that will provide up to 200 permanent jobs, and 200 construction jobs over the span of the 18-month construction period.
- cleaning up aged commercial buildings,
- providing improved property access connections from Russ Avenue and Frazier Street,
- providing roadway and drainage improvements to Frazier Street,
- addressing current stormwater issues by providing a stormwater management facility to a property that current has none,
- providing new landscaping and pedestrian friendly facilities within the center.

In order to accommodate the proposed redevelopment within the existing constrained property, we are requesting the following variances to the Town of Waynesville Ordinances:

1. Section 5.10.3.C.2 – Building Glazing Requirements
 - a. Reduction of glazing requirement for Major A Russ Avenue front façade to 14% due to tenant merchandising requirements.
 - b. Reduction of glazing requirement for Major A Frazier Street façade to 2% due to tenant merchandising and back of house requirements.
 - c. Reduction of glazing requirement for Shops Russ Avenue façade to 20% due to tenant merchandising.

2. Section 5.10.4.A – Rooftop Equipment Screening

- a. Reduction in the screening requirement for rooftop equipment. Due to the topography of the subject site as it relates to the adjacent Smokey Mountain Expressway, screening of the proposed rooftop HVAC equipment for Major A and the Shops is impractical. Mechanical house for Major A will be painted to match building façade. The Building RTUs' cannot be painted because painting of the rooftop HVAC equipment will void the manufacturer's warrantee.
3. Section 8.4 – Buffer Yards
 - a. Reduction in the buffer yard requirement for the adjacent Love Lane Neighborhood Residential District to the west and Frazier Street due to topographic constraints, minimal Frazier Street right-of-way, existing water, storm and overhead utility lines. At the areas of the buffer yard requirements the proposed development is substantially below existing grade and will require a retaining wall along Frazier Street. The grade difference ranges from 3 to 13 feet with the development below Frazier Street. Therefore, we believe the retaining wall and being below street grade will act as a buffer from the development and will provide “alternative compliance” to this ordinance requirement.
 4. Section 8.5 – Street Tree Plantings
 - a. Reduction in street tree requirements along Frazier Street due to minimal right-of-way and existing underground and overhead utility lines.
 5. Section 8.6.1.A – Parking Lot Screening
 - a. Removal of the canopy tree requirement due to retaining walls and limited space due to site constraints.
 6. Section 8.6.2.B – Interior Parking Lot Plantings
 - a. Reduction in requirement that no parking space shall be more than 40 feet from the base of a canopy tree. Due to tenant parking requirements of 5 parking spaces per 1,000 sf and topographic constraints, we have approximately 20 parking spaces that are not within 40 feet of the base of a canopy tree.

In order to facilitate our requested application, please find enclosed the following documents:

- Signed Application for Land Development Standards Map Amendment, dated 4/28/17
- Application Fee of \$1,163.00, Check No. 36314
- ALTA/ACSM Land Title Survey for PIN 8616129531, dated 3/22/17
- ALTA/ACSM Land Title Survey for PIN 8616124331, dated 3/22/17
- ALTA/ACSM Land Title Survey for PIN 8616127433, dated 3/22/17
- ALTA/ACSM Land Title Survey for PIN 8616129629, dated 3/22/17
- ALTA/ACSM Land Title Survey for Overall Site, dated 3/22/17
- Overall Site Plan, C-1.1, dated 4/28/17
- Detailed Site Plan (West), C-1.2, dated 4/28/17

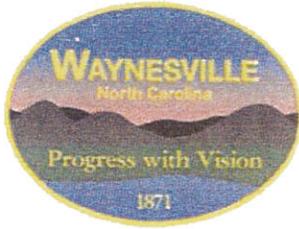
- Detailed Site Plan (East), C-1.3, dated 4/28/17
- Overall Grading & Drainage Plan, C-3.1, dated 4/28/17
- Detailed Grading & Drainage Plan (West), C-3.2, dated 4/28/17
- Detailed Grading & Drainage Plan (East), C-3.3, dated 4/28/17
- Overall Utility Plan, C-5.1, dated 4/28/17
- Detailed Utility Plan, C-5.2, dated 4/28/17
- Detailed Utility Plan, C-5.3, dated 4/28/17
- Landscape Plan, L-1.0, dated 4/28/17
- (2) Major-A Front and Side Building Elevations, D17-110, dated 4/28/17
- (2) Major-A Rear and Side Building Elevations, D17-110, dated 4/28/17
- Front Building Elevation, D17-110, dated 3/21/17
- Preliminary Side Building Elevation, D17-110, dated 4/24/17
- Preliminary Side Building Elevation, D17-110, dated 4/24/17
- Preliminary Rear Building Elevation, D17-110, dated 4/24/17
- (2) Site Plans, D17-110, dated 4/26/17
- (2) Site Sections, D17-110, dated 4/26/17

Please do not hesitate to contact me at 770.925.0357 or jlosurdo@columbia-engineering.com if you have any questions or need additional information.

Sincerely,

A handwritten signature in blue ink that reads "Jennifer Losurdo". The signature is fluid and cursive, with a long horizontal stroke extending to the right from the end of the name.

Jennifer Losurdo, PE
Project Manager



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

Application for Land Development Standards Map Amendment

Application is hereby made on April 28, 20 17 to the Town of Waynesville for the following map amendment:

Property owner of record: Application includes 4 parcels. See attached information

Address/location of property: for all parcels.

Parcel identification number(s): _____

Deed/Plat Book/Page, (attach legal description): (Legal descriptions are found on surveys)

The property contains 6.63 acres. (Total of all 4 properties)

Current district: Russ Avenue Regional Center District (RA-RC)

Requested district: Russ Avenue Regional Center Conditional District (RA-RC CD)

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

See attached.

Applicant Contact Information

Applicant Name (Printed): MAB American Management, LLC (Contact: John Argo, Principal Developer)

Mailing Address: 525 N. Tryon Street, Suite 1600, Charlotte, NC 28202

Phone(s): 334.462.8851

Email: john@mabamerican.com

Signature of Property Owner(s) of Record Authorizing Application:
 _____ *as Authorized by contracts*

Note: Map Amendment Requests require a fee based on the size and number of lots being requested for amendment. The request will be scheduled for the next agenda opening for the Waynesville Planning Board. Please submit application to: Town of Waynesville Development Services Department, 9 South Main Street, Waynesville, NC 28786.



Application for Land Development Standards Map Amendment

Property Owner of Record: Big Sky Investment Corporation
Address/location of property: 909 Russ Avenue
Parcel identification number: 8616129629
Deed/Plat Book/Page: DB 457, Pg 1207
The property contains 1.88 acres.

Property Owner of Record: Troy Eugene Muse & Ruth Muse
Address/location of property: 88 Frazier Street
Parcel identification number: 8616127433
Deed/Plat Book/Page: DB 291, Pg 595
The property contains 2.98 acres.

Property Owner of Record: William Richard Sutton, Jr.
Address/location of property: 88 Frazier Street
Parcel identification number: 8616129531
Deed/Plat Book/Page: DB 363, Pg 702
The property contains 0.33 acres.

Property Owner of Record: James & Peggy Anne Roberts
Address/location of property: 186 Frazier Street
Parcel identification number: 8616124331
Deed/Plat Book/Page: DB 718, Pg 1446
The property contains 1.43 acres.

SITE DATA	
TOTAL SITE AREA	6.63 ACRES MOL
CURRENT ZONING	RUSS AVENUE REGIONAL CENTER DISTRICT (RA-RC)
PROPOSED ZONING	RA-RC CONDITIONAL DISTRICT
PROJECT DISTURBED AREA	±7.74 ACRES
PROPOSED BUILDINGS	
MAJOR A	49,098 SF
SHOPS	7,200 SF
TOTAL BUILDING AREA	56,298 SF
MAJOR A PARKING	246 SPACES (5.01/1,000 SF) INCLUDES 9 HC SPACES
SHOPS PARKING	40 SPACES (5.56/1,000 SF) INCLUDES 2 HC SPACES
OVERALL SHOPPING CENTER PARKING	286 SPACES (5.08/1,000 SF) INCLUDES 11 HC SPACES
BIKE PARKING PROVIDED	14 SPACES (1/20 SPACES)

