



## Town of Waynesville, NC

### Board of Aldermen Regular Meeting

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

Date: January 22, 2019

Time: 6:30 p.m.

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(828) 452-2491 [eward@waynesvillenc.gov](mailto:eward@waynesvillenc.gov)

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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 January 8, 2019 regular meeting as presented (or as corrected).

#### B. PRESENTATIONS

- a. Tuscola High School Air Force Junior ROTC
  - Cadet Presentation
- b. Forest Stewards
  - Peter Bates, Professor, Geosciences and Natural Resources

#### C. CALL FOR PUBLIC HEARING

3. Call for Public Hearing for Voluntary Annexation for property located at 77 Sutton Loop (PIN 8616-29-7639) in order to receive Town Services
  - Assistant Town Manager Amie Owens

***Motion:*** To call for public hearing on Tuesday, February 12, at 6:30 p.m. or as closely thereafter as possible in the Town Hall Board Room, 9 South Main Street, Waynesville, to consider a voluntary annexation into the Town of Waynesville for property located at 77 Sutton Loop (PIN 8616-29-7639) to receive town services.

**TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA**

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4. Call for Public Hearing to consider modification of the Town of Waynesville Code of Ordinances section 6.6 Animals at street fairs, festivals or parades.

- Assistant Town Manager, Amie Owens

***Motion: To call for a public hearing on Tuesday, February 12, 2019 at 6:30 p.m., or as closely thereafter as possible, in the Town Hall Board Room, 9 South Main Street, Waynesville, to consider the modification to the Town of Waynesville Code of Ordinances section 6.6 Animals at street fairs, festivals or parades.***

**D. PUBLIC HEARING**

5. Public Hearing on a Text Amendment to the Land Development Standards, Section 4.4. Measurement of building height.

- Development Services Director, Elizabeth Teague

***1. Motion: To find that the proposed text amendment is consistent with the 2020 Land Development Plan and is reasonable and in the Public Interest (Worksheet attached)***

***2. Motion: To adopt the text amendment to the Land Development standards as provided (or as amended) in the attached Ordinance.***

6. Affordable Housing Policy

- Town Manager Rob Hites

***Motion: To approve the adoption of an Affordable Housing Policy for the Town of Waynesville***

**E. NEW BUSINESS**

7. Board consideration to permit application for the 2019 Medford Grant

- Planner Jesse Fowler

***Motion: To approve application for the 2019 Medford Grant for the purpose of funding the Main Street beautification project.***

8. Ray, Bumgarner, Kingshill, and Associates - three year audit contract.

- Assistant Town Manager Amie Owens

***Motion: To approve the audit proposal and authorize the Mayor to sign the Contract to Audit Accounts.***

TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

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9. Application for appointment of Leigh M. Forrester to the Public Art Commission

- Assistant Town Manager Amie Owens

***Motion: To approve the application of Leigh M. Forrester for appointment to the Public Art Commission for a term to expire on June 30, 2021.***

F. COMMUNICATIONS FROM STAFF

10. Manager's Report

- Town Manager Rob Hites
  - a. Purchase of property off of Pigeon Street below slide area

***Motion: To approve the purchase of the tract of land for the appraised value plus administrative/closing costs.***

***Motion: To approve Amendment #9 to the Fiscal year 2018-2019 Budget Ordinance for the purpose of transferring \$46,000 from the General Fund Balance to purchase the property and pay the closing cost.***

- b. Request approval of Contract for Preliminary Engineering Report

***Motion: To approve the proposed contract with McGill and Associates for a lump sum fee of \$55,000.***

11. Attorney's Report

- Town Attorney Bill Cannon

G. COMMUNICATIONS FROM THE MAYOR AND BOARD

H. CALL ON THE AUDIENCE

I. ADJOURN



# TOWN OF WAYNESVILLE

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

## CALENDAR

January 22, 2019

2019	
Tuesday January 22 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Tuesday February 12 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Thursday February 21 5:30 – 7:30 Hart Theater	Haywood Pathway's First Annual Empty Bowl
Tuesday February 26 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Wednesday February 27 12:00 Noon Waynesville Inn, Golf Club & Spa	Commission for a Clean County 2018 Community Pride Award
Friday March 1 8:30 AM Public Services Training Room	Board of Aldermen Retreat
Tuesday March 12 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Tuesday March 26 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Tuesday April 9 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Friday April 19	Town Offices Closed – Good Friday
Tuesday April 23 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Tuesday May 7 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Tuesday May 21 6:30 PM Board Room	Board of Aldermen Meeting – Regular Session
Monday May 27	Town Offices Closed – Memorial Day



<b>Tuesday June 11</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday June 25</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Thursday July 4</b>	Town Offices Closed – Independence Day
<b>Tuesday July 9</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday July 23</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday August 13</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday August 27</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Monday September 2</b>	Town Offices Closed – Labor Day
<b>Tuesday September 10</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday September 24</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday October 8</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday October 22</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Monday November 11</b>	Town Offices Closed – Veterans Day
<b>Tuesday November 12</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tuesday November 26</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Thursday &amp; Friday Nov 28 &amp; 29</b>	Town Offices Closed – Thanksgiving
<b>Tuesday December 10</b> <b>6:30 PM</b> <b>Board Room</b>	Board of Aldermen Meeting – Regular Session
<b>Tues, Wed &amp; Thurs Dec 24 – 26</b>	Town Offices Closed – Christmas

## Board and Commission Meetings – February 2019

ABC Board	ABC Office – 52 Dayco Drive	<b>February 19th</b> 3 <sup>rd</sup> Tuesdays 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>February 5th</b> 1 <sup>st</sup> Tuesdays 5:30 PM
Downtown Waynesville Association	UCB Board Room – 165 North Main	<b>February 28th</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>February 6th</b> 1 <sup>st</sup> Wednesdays 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>February 18th</b> 3 <sup>rd</sup> Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>February 14th</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>February 20th</b> 3 <sup>rd</sup> Wednesdays 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	<b>February 20th</b> 3 <sup>rd</sup> Wednesdays 3:30 PM

## BOARD/STAFF SCHEDULE

January 28 – February 1	Assistant Town Manager	Vacation
February 6 thru February 8	Assistant Town Manager	NCCCMA Winter Conference – Winston-Salem

**MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REGULAR MEETING**  
**January 8, 2019**

**THE WAYNESVILLE BOARD OF ALDERMEN** held its regular meeting on Tuesday, January 8, 2019 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 was absent.

The following staff members were present:

Rob Hites, Town Manager  
Amie Owens, Assistant Town Manager  
Eddie Ward, Town Clerk  
Bill Cannon, Town Attorney  
David Foster, Public Works Director  
Jesse Fowler, Planner  
Joey Webb, Fire Chief  
Rhett Langston, Recreation Director  
Dean Trader, Assistant Finance Director  
Elizabeth Teague, Development Services Director

The following media representatives were present:

Becky Johnson, the Mountaineer  
Cory Valliancort, Smoky Mountain News

1. Welcome /Calendar/Announcements

Mayor Gavin Brown welcomed everyone to the meeting, and reminded everyone of the following events:

- Goodwill's Career Connections Ribbon Cutting – 160 S Main St. – Wednesday January 9 – 9:00 am
- Elected Officials Reception – Wells Event Center – Thursday January 17 – 5:30 – 7:30

Mayor Brown asked Board Members about dates for the Board Retreat. The consensus of the Board was to hold the retreat on Friday March 1, 2019, and he asked the staff to provide the Board with ideas and suggestions to be discussed. He said that at this point, the Board would be discussing the subject of the Cemetery, Asset Management Division of Public Services, and the Waste Water Treatment Plant. He stated if there were any other topics to be discussed, bring them to the Board or the Staff. Manager Hites stated that a storm water utility proposal would also be presented at the retreat.

Mayor Brown asked that the facility that would be used for the retreat be large enough to accommodate staff and citizens that will be attending.

2. Adoption of Minutes

***A motion was made by Alderman Jon Feichter, seconded by Alderman Gary Caldwell, to approve the minutes of the December 11, 2018 regular meeting, and the December 13, 2018 special meeting as presented. The motion passed unanimously.***

**B. SPECIAL RECOGNITION**

3. Proclamation recognizing the Retirement of Shannon Morgan, Assistant Fire Chief

- Joey Webb, Fire Chief and Waynesville Fire staff

Chief Webb recognized Assistant Fire Chief Shannon Morgan for his thirty years of service with the Waynesville Fire Department. Mr. Morgan began his career in July 1989 and served the Town faithfully until his retirement in December 2018. He served in many capacities, and provided sound and effective leadership with a concern for the citizens of Waynesville. Chief Webb presented Mr. Morgan with his fire helmet, and a plaque.

Mayor Brown read a proclamation for Mr. Morgan, and thanked him for his years of service. Mr. Morgan in turn thanked the Board, firemen, and other employees of the Town for a long and fulfilling career.

**C. NEW BUSINESS**

4. Budget Amendment – Chestnut Park Playground

- Rhett Langston, Recreation Director
- Dean Trader, Assistant Finance Director

Mr. Rhett Langston, Recreation Director, said that the Town had successfully applied for grants to the Medford Grant program of the Community Foundation of Western North Carolina in support of Chestnut Park redevelopment. He said that he had learned this fall that there was additional grant monies left over from a previous grant that could go toward the purchase of playground equipment this fiscal year. He asked that this money that was left over from the grant from the 2017-2018 fiscal year be used toward playground equipment for the playground. Assistant Finance Director Dean Trader provided the board members with an accounting of funds and illustrated where the additional monies could be allocated.

***Motion: A motion was made by Alderman Feichter, seconded by Alderman Roberson, to approve Amendment #8 to the Fiscal year 2018-2019 Budget Ordinance for the purpose of reallocation of grant funds to purchase playground equipment for Chestnut Park. The motion carried unanimously.***

**D. CALL FOR PUBLIC HEARING**

5. Call for Public Hearing – Text Amendment LDS, Section 4.4. Measurement of building height

- Elizabeth Teague, Development Services Director

Ms. Elizabeth Teague, Development Services Director, explained to the Board that at the direction of the Planning Board, the Planning Department is making application to clarify how the Town measures building height. This text amendment was discussed at the November and December Planning Board Meetings and was heard at the Planning Board Special Called Meeting on January 7, 2019. This text amendment will distinguish the way in which a sloped, pitched-roof building and a flat-roofed building are measured.

***Motion: A motion was made by Alderman Gary Caldwell, seconded by Alderman Jon Feichter, to call for a Public Hearing to be held on January 22, 2019 beginning at 6:30 pm., or as closely thereafter as possible in the Town Hall Board Room located at 9 South Main Street to consider a text amendment that will distinguish the way in which a sloped, pitched-roof building and a flat-roofed building are measured. The motion passed unanimously.***

## **E. PRESENTATION**

### **6. Fiscal Year/2018 Audit Report**

- Bruce Kingshill and Nancy Lux  
Ray, Bumgarner, Kingshill and Associates

Bruce Kingshill and Nancy Lux of Ray, Bumgarner, Kingshill and Associates attended the meeting to present highlights and an overview of the Town's financial condition and audit report for the year ended June 30, 2018. Ms. Lux explained that there were three (3) audits completed, the first was a financial audit, the second a yellow book audit looking specifically at Powell Bill funds from a compliance perspective and a third that was a state-single audit triggered when spending is greater than \$500,000. The use of Powell Bill funds and a Recreation grant equaled \$653,022. The report noted no deficiency in internal controls, compliance or financial reporting was identified and the auditors issued an unqualified opinion. She added that the firm has been doing Waynesville's audits since 1986 and thanked the Board for the opportunity to present. Ms. Lux concluded by noting that the audit report was provided to the Local Government Commission (LGC) prior to the October 31, 2017 deadline and the LGC found nothing wrong with the audit report.

Mr. Kingshill noted that he would be providing information in graphic form of revenues and expenditures for the current and prior year for comparison. He highlighted the changes by fund and by department and noted the additions to each fund's fund balance. Mr. Kingshill indicated that this had been a good year for the Town, not a great year, but a good one. Mr. Kingshill thanked Mr. Caldwell, Mr. Trader and staff and Manager Hites for their cooperation during the audit.

Dean Trader, Interim Finance Director, provided a report on the cash position of the Town. He reminded the Board that this spreadsheet in no way takes the place of the audit and their importance. The cash report is a tool used to show trends. If there were to be a problem, usually the cash flow would be the first area to show it. He continued by noting that revenues came in as expected but that all departments had done a great job in keeping expenditures under budget. Mr. Trader highlighted that there was a total increase in cash of \$1.23 million across all funds. He reminded the board that one of the benchmarks used with peer groups is the general fund balance. Currently, the Town is at 42.27%; this is average in the peer group of like size towns in the state.

Mayor Brown thanked Ms. Lux, Mr. Kingshill, Mr. Trader and former Finance Director Eddie Caldwell for their diligence and performance of another successful audit. He commented that having no issues with management indicates that the job is being done correctly and is very important to the Town. The expectation is that the auditors will tell us if something is being done incorrectly and to date, we have never had that disagreement. The Mayor added that the Town has a healthy fund balance and debt is down. He did inquire as to whether keeping the amount in fund balance was a necessity or whether it was looked upon as holding money. Town Manager Rob Hites gave an example using the Plott Heights mudslide. The geotechnical engineering, the actual work to clean up the site and to set the slope appropriately, and repairs to the street itself could be in excess of \$250,000. That amount is equivocal to a 2 cent tax increase, the Town has to have fund balance available to use for emergencies such as this one.

Mayor Brown asked about the investment interest that was earned of approximately \$33,000. Mr. Trader responded by noting that the Town has to follow NCGS Chapter 159 which restricts what the Town can invest in - only securities backed by the federal government. Since the recession, we do not see much investment or interest earnings as the interest rates are historically low.

Mayor Brown again thanked everyone for their portion of the presentation and was grateful for a good year. There is no motion required to approve the audit.

#### **F. PUBLIC HEARINGS**

##### **7. Public Hearing to consider Designating "The Old Hospital" area as a Redevelopment Area**

Manager Hites told the Board larger cities have separate Redevelopment Boards. In smaller cities the General Statutes permit Town Boards to name themselves as a Redevelopment Authority. This means that when the Town does not have huge amounts of redevelopment going on, they can name themselves as the Authority. He said he recommended that the Board name themselves the Waynesville Redevelopment Authority under the authorization of Chapter 160A-505. This needs to be done before approving the designation of the Old Hospital as a redevelopment area.

Town Attorney Bill Cannon opened the Public Hearing at 7:55 pm and asked if anyone wished to speak.

No one spoke.

Attorney Cannon closed the Public Hearing at 7:56 pm.

***Motion: A motion was made by Mayor Gavin Brown, seconded by Alderman LeRoy Roberson, to approve the designation of the Board of Aldermen as the Redevelopment Authority and adopting the associated resolution. The motion carried unanimously.***

##### **8. Public Hearing to consider Designating "The Old Hospital" area as a Redevelopment Area**

#### **David Francis – Haywood County**

Mr. Francis stated that since the Department of Social Services moved from the Old Hospital in 2012, one of the primary goals of the County was to develop the building into affordable housing. Previously the County had partnered with Landmark, Inc. in the past to draft and submit an application for housing tax

credits to the North Carolina Housing Finance Agency in order to convert the old hospital on North Main Street into low to moderate income housing. He said that there were over 200 applicants for the tax credits, and only 30 were chosen.

He said that currently, the County wanted to place the project into a redevelopment category, which means there will be a lower number of applicants trying to obtain Federal Tax Credits. For this process the County had to ask the Town to declare the Hospital as a redevelopment project. He added that at the County Commissioners meeting on January 7, 2019, the Commissioners approved the option to sell the hospital to Landmark, Inc. at a cost of \$225,000.00. Mr. Francis read a resolution that was passed encouraging the Town of Waynesville to initiate this redevelopment project.

#### **John Stiltner – Landmark, Inc.**

Mr. Stiltner said that he loved the community and citizens, and Landmark Inc. was going to try again to get this project going. He said that both the County and Town staff had worked really hard on this project to be successful with this application. He said he felt that with the project being placed in a different category, there was a better chance to earn the tax credits needed for the project to move ahead, and give the hospital the best opportunity for redevelopment as possible. The application must be submitted by January 18, 2019, and the awards will be announced in August. He thanked the Board and staff for their efforts, and he said he was very hopeful that the project would be approved.

Mayor Brown asked Planner Jesse Fowler to give the staff report for designating a redevelopment area around the Old Hospital.

#### **Jesse Fowler, Planner**

Mr. Fowler told the Board that this plan puts together research and recommendations to encourage redevelopment and growth along the North Main/23 Business corridor, and specifically re-use of the historic Haywood County Hospital for affordable housing. The desire is to transform the North Main corridor into a dynamic area of mixed-use growth and opportunity, provide needed housing, and preserve the historic hospital. Furthermore, designating the Historic Haywood County Hospital as a redevelopment area would bolster the County's application for a low income housing tax credit through the North Carolina Housing Finance Agency.

#### **Scope of Study**

The hospital site, located at 1230 North Main Street in Waynesville sits at a critical juncture of North Main Street/23 Business. This plan looked at three different focus areas. The first was a half mile radius around the Historic Hospital. From this area, general parcel information, occupancy descriptions, and building use descriptions were gathered. Furthermore, a list was gathered of capital investments made in the last ten years by the town which totaled over six million dollars

The second focus area was a 1.26 mile corridor of North Main Street and Old Asheville Highway between Hillside Terrace Drive and West Marshall Street with the Historic Haywood Hospital at its center. This area encompasses the North Main Neighborhood Center district, the Raccoon Creek Neighborhood Center district, and the Raccoon Creek Neighborhood Residential Mixed Use Overlay. This focus was revised and adjusted by the Planning Board at their December 17, 2018 meeting.

The third area of focus consists of parcels 8615-79-8480 and 8615-89-0831. These two parcels house the Historic Haywood Hospital and the Haywood County Annex. While the Haywood County Board of Education is housed in the front of the Historic Haywood Hospital, the hospital and the Haywood County Annex are predominately vacant. The Planning Board and staff determined that this area is blighted and should be designated as a redevelopment area, and recommend this area for application for low income housing tax credits through the North Carolina Housing Finance Agency.

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

Mr. Fowler said consistency of this plan with the 2020 Land Development Plan for the 1.26 mile corridor along North Main Street and Old Asheville highway, was prime for redevelopment, and redevelopment of this area would be consistent with several goals and actions identified in Waynesville's 2020 Land Development Plan, including the following:

1. Designate areas for concentrated growth, infill, and/or redevelopment (LDP 4-3)
2. Provide an attractive range of housing opportunities and expand affordable housing opportunities (LOP 4-6)
3. Create boulevard entrances into downtown to improve the appearance of Russ, South Main, and North Business 23. (LOP 4-9)
4. Preserve and rehabilitate Waynesville's historic resources. (LOP 4-15)

#### **Staff Recommendation:**

Mr. Fowler gave the staff recommendation as follows:

- The Board of Aldermen designate the area bounded by North Main Neighborhood Center district, Raccoon Creek Neighborhood Center district, Raccoon Creek Neighborhood Residential mixed use overlay district, parcel, 8615-89-6707, 8615-89-8722, and the section of Old Asheville Highway between parcels 8615-89-5430 and 8615-99-3652 as an area for future study.
- The Board of Aldermen designate parcels 8615-79-8480 and 8515-89-0831 as a redevelopment area.

Alderman Feichter asked Mr. Fowler about the time frame for the redevelopment of the entire study area as stated in his report. Mr. Fowler stated possibly 12 months or more.

Town Attorney Bill Cannon opened the Public Hearing at 8:10 pm and asked if anyone wished to speak.

No one spoke

Attorney Cannon closed the Public Hearing at 8:11 pm.

***Motion: A motion was made by Alderman Gary Caldwell, seconded by Alderman LeRoy Roberson, to approve the Designation of the "The Old Hospital" area as a Redevelopment Area. The motion carried unanimously.***

#### **G. COMMUNICATIONS FROM STAFF**



9. Manager's Report

- Town Manager Rob Hites

Support for Rehabilitation of Old Haywood County Hospital

Manager Hites read Resolution R-03-19 pledging assistance to the rehabilitation of the Old Haywood County Hospital in the form of waivers, grants and public improvements. The resolution states:

1. Waive permitting, taps and system developments fees through a \$7,200 grant.
2. Provide the necessary water and sewer to the master meter at an estimated value of \$58,000.
3. Construct sidewalks to meet ADA and the Town's Development Standards in an amount not to exceed \$106,842.

***Motion: A motion was made by Mayor Gavin Brown, seconded by Alderman LeRoy Roberson, to approve a Resolution R-03-19 Pledging Financial Assistance to the Rehabilitation of the Old Haywood County Hospital in the form of waivers, grants and public improvements. The motion passed unanimously***

10. Introduction Affordable Housing Policy

Manager Hites stated that staff has had numerous calls and visits from organizations that wish to construct affordable rental and for sale housing in Waynesville. One of the most frequent questions is whether the Town has a program to help reduce the cost of the development through grants or incentives. The General Statutes give a town the ability to provide grants to affordable housing developments so long as the developer is willing to stipulate through contract that they will rent or sell their product to low or moderate income clients. Given the interest that we are receiving in this area we recommend that you adopt a policy establishing the process the Town would use to consider requests for incentive grants to promote affordable housing. A draft of the affordable housing policy was sent to the Alderman in the agenda packet for their review.

Manager Hites asked that a Public Hearing be held at the next Board meeting on January 22, 2019 for the purpose of receiving public comment on a policy.

***Motion: A motion was made by Mayor Gavin Brown, seconded by Alderman Jon Feichter, to call for public hearing to call for a Public Hearing to be held on January 22, 2019 beginning at 6:30 pm., or as closely thereafter as possible in the Town Hall Board Room located at 9 South Main Street to gain citizen input related to the Affordable Housing Policy for the Town of Waynesville. The motion carried unanimously.***

11. Resolution for Authorized Signors

Assistant Town Manager Amie Owens noted that updating the signors was a transition requirement due to Eddie Caldwell's retirement. This resolution will allow Tax Collector James Robertson to begin signing

checks, and financial documents etc., as a second signor. Ms. Owens added that all checks require two signatures, one from Administration and one from Finance; this is part of the internal controls in place. She named the four authorized signers as outlined by the resolution – Town Manager Robert W. Hites, Jr., Assistant Town Manager Amanda W. Owens, Interim/Assistant Finance Director Dean Trader and Tax Collector James Robertson. Once the resolution is approved, the signature cards with the bank will be updated and Mr. Robertson will be able to sign.

***Motion: A motion was made by Alderman LeRoy Roberson, seconded by Alderman Jon Feichter, to approve Resolution R-04-19 to update the authorized signors for accounts for the Town of Waynesville. The motion passed unanimously.***

#### 12. Attorney's Report

- Town Attorney Bill Cannon

#### H. COMMUNICATIONS FROM THE MAYOR AND BOARD

There was no additional communication from the Board.

#### I CALL ON THE AUDIENCE

##### Dick Young

Mr. Young had questions about the paving of Pigeon Street. He said there are huge potholes, and he would like to know when they will be fixed. David Foster, Public Services Director, explained to Mr. Young that the same crew that is picking up brush from the snow storm is the same crew that will be doing the paving. They have been working diligently on the brush so hopefully they can start on the paving soon.

##### Jerry Biller

Mr. Biller stated he is the owner of Highlander Laundry located on Walnut Street. Mr. Biller said his business is open 24 hours a day, and he has a problem with vandals going in at all hours and tearing up his machines for the money. Mr. Biller told the Board that there has even been fires set behind his building recently. He has spoken with the police, and they do not arrest people that are caught, but instead they are written a citation. Mr. Biller expressed concerns that are occurring from persons staying at the Pathways facility.

#### J. ENTER INTO CLOSED SESSION

***Motion: A motion was made by Alderman Gary Caldwell, seconded by Alderman Jon Feichter to enter into closed session at 8:27 pm. The motion passed unanimously.***

#### Return to Open Session

***Alderman Gary Caldwell made a motion, seconded by Alderman LeRoy Roberson to return to open session at 8:54 p.m. The motion carried unanimously.***

Mayor Brown explained that there are safety concerns regarding the slide site at Plott Heights/Pigeon Street. The best option is for the Town to own the lot in an effort to ensure that future slides are mitigated. The Board has recommended that an appraisal be completed as soon as possible and negotiations begun with the current property owners for the appraised price. Mayor Brown told Mr. Biller that the Board had been made aware of the situation, and thanked him for bringing it to his attention.

***Alderman Jon Feichter made a motion, seconded by Alderman LeRoy Roberson to move forward with obtaining an appraiser and beginning negotiation with the property owners to purchase the property off of Plott Heights/Pigeon Road. The motion carried unanimously.***

**K. ADJOURN**

***There being no further information to discuss, Alderman LeRoy Roberson made a motion, seconded by Alderman Gary Caldwell to adjourn the meeting at 8:56 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



# Tuscola AFJROTC

**NC-075**  
**Never Say Die!**

A black and white photograph of a school hallway. In the foreground, a student with curly hair is seen from the back, wearing a dark jacket with a circular patch on the sleeve that reads "AIR FORCE JROTC" and "TUSCULA HIGH". In the background, a male teacher in a white shirt and tie is talking to a group of students in light-colored uniforms. The hallway has lockers and a sign that partially reads "SCHOOL".

**NC-075**

**Established in 1972 - 47 years**

*"Never Say Die!"*

A photograph of four JROTC cadets in dark blue uniforms with white epaulettes and caps. They are standing in a room with wood-paneled walls. One cadet on the left is in profile, facing right. Another is in the center, facing forward. A third is partially visible behind a table, and a fourth is on the right, facing left. A yellow rectangular box with a blue background and white text is overlaid on the top center of the image.

NC-075

We believe all cadets can be leaders.

Cadets are expected to honor the oath.

“I will NOT lie, cheat, or steal, nor tolerate those who do.”

JROTC IS MORE THAN an elective.

We are building better citizens for tomorrow.

# Chain Of Command

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Corps Commander: C/Lt Col. Jack Leslie

Deputy CC: C/Major Jonathan Delacruz

Stand Eval: C/1st Lt. Aaleiah Cagle

Command Chief: C/CMSgt Hunter Davis

First Sergeant: C/CMSgt Nick Sawyer



*47 Years.....*



## *Unique Opportunities*

Drill Team (*Marching*)

Kitty Hawk Air Society (*Academics*)

Raider Team (*Athletics*)

Marksmanship Team (*Air Rifle Shooting*)

Video Outreach Team (*Video Editing*)

Cyber Team (*Network and Security Defense*)

Color Guard (*Presentation Of the Colors*)

Helping Hands (*Community Service Team*)



## NC-075 CADET COPRS GOALS—SCHOOL YEAR: 2018-19

### CADET CORPS IMPACT

- Raise at least \$5,000 in profit through at least five fundraisers by April 1st, 2019
  - Have 75% of NC-075 passing their core classes by April 1st, 2019

### SCHOOL IMPACT

- Conduct at least thirty-five (35) school service events for the 2018-2019 school year.
- Recruit at least 50 new cadets for the next school year as well as retain at least 65 current cadets by the 2019-2020 enrollment date.

### COMMUNITY IMPACT

- Assist at least 10 local charitable organization in the community by April 1st, 2019
- Have an average of 12 community service hours per NC-075 cadet by April 1st, 2019

# P.T. Performance

## ***V-Sit Reach***

### **-MALES**

**1st Semester: 90.5%**

**2nd Semester: 40.5%**



### **-FEMALES**

**1st Semester: 91.9%**

**2nd Semester: 53.2%**



## ***Mile***

### **-MALES**

**1st Semester: 20.1%**

**2nd Semester: 19.2%**



### **-FEMALES**

**1st Semester: 20.6%**

**2nd Semester: 25.3%**



## ***Sit UPs***

### **-MALES**

**1st Semester: 30.3%**

**2nd Semester: 30.5%**



### **-FEMALES**

**1st Semester: 31.5%**

**2nd Semester: 32.6%**



## ***Shuttle Run***

### **-MALES**

**1st semester: 13.7%**

**2nd semester: 19.1%**



### **-FEMALES**

**1st Semester: 16.9%**

**2nd Semester: 17.1%**



## ***Push Ups***

### **MALES**

**1st Semester: 28.4%**

**2nd Semester: 32.7%**



### **-FEMALES**

**1st Semester: 47.6%**

**2nd Semester: 44.3%**



# Community Service

A large part of JROTC.

We help those in the community whenever we can so that our cadets can learn the true meaning of being a citizen.

We offer many opportunities to participate in these events, such as:

Haywood co. Apple Festival, Salvation Army Bell Ringing, Wreaths Across America, Hurricane Florence Care Packages, etc.



# INDIVIDUAL CADET ACHIEVEMENTS

- Boys Nation, 4-year Army ROTC scholarship: Obtained by Jack Leslie.
- NASA Camp: Jordan Smelley, Clay Payne, Cole Slater
- 1<sup>st</sup> ever 9/11 Ceremony: Planned by Olivia Fleegle, Clay Payne.
- VMI / Western Colorguard
- 14th Annual veterans Day Luncheon
- National Honor Society Acceptance: 4
- Enlistment Into USAF: Jonathan Delacruz
- Enlisted into ARMY: Gage Dike
- Marched in 112th Annual Canton Labor Day Parade
- 1st Ever NC-075 Drill Camp
- Led the 35th Annual Folkmoot parade
- Flag retirement Ceremony for the VFW.

## Veterans Day Luncheon

Our 14th Annual VDL.

We provide a free lunch to our local veterans.

We have the opportunity to sit and actually talk to a one of our local heroes who served our country.



## Military Ball

Military Ball is held at the end of the year around the time of prom. The events that happen are formal and well organized, but ultimately, it's just a big party for the Corps. This is a time for the Corps to let loose and have some fun!



# Extra Curricular

- **20 Cadets** - Sports (Baseball(3), Swim(4), Soccer(4), Cheerleading(1), Softball(2), Tennis(1), Football(1), Soccer ref(1), Basketball(1), Wrestling(1), Unified Sports(1), Taekwondo(1), Cross County(1), Sportsman Club(1), Track(3))
- **3 Cadets** - Boy Scouts
- **26 Cadets** - Working
- **6 Cadets** - Youth Group
- **4 Cadets** - Marching Band
- **2 Cadets** - Concert Band
- **1 Cadet** - Color Guard (Band)
- **2 Cadets** - SWAT
- **1 Cadet** - Spirit Club
- **1 Cadet** - Art Club

# Academics

- **2 Cadets** - Online Classes
- **1 Cadet** - Math Club
- **1 Cadet** - Science Olympiad
- **3 Cadets** - College Classes
- **14 Cadets** - Honor Classes
- **3 Cadets** - AP Classes



# Questions?



# Annual Summary of Activities Performed in the Waynesville Watershed

## Prepared by Forest Stewards

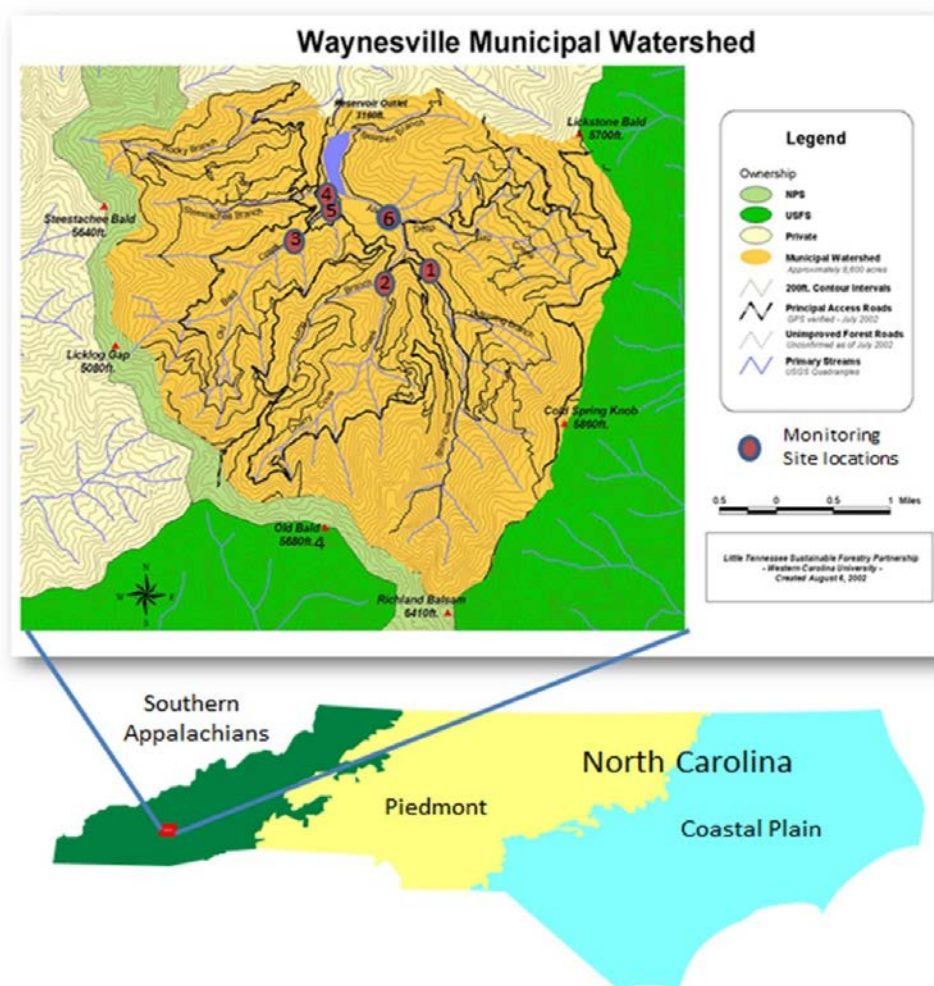
### January 15, 2018

The following report provides an overview of work performed by Forest Stewards during the past several years and continuing into the 2018/19 fiscal year.

#### Key activities and accomplishments

##### a. Collect and summarizing surface water quality data within the Waynesville watershed, and assess forest stewardship impacts on water quality.

Working in collaboration with WCU professor Jerry Miller, we maintained and operated a network of stream water quality monitoring stations within the Waynesville watershed since 2007. Our primary objectives were (1) document water quality conditions within the watershed (particularly during floods), (2) gain an understanding of the factors that control selected water quality (particularly turbidity and total suspended solids), and (3) identify the predominant sources of sediment and suspended material within the watershed. Inherent in these objectives was the ability to document changes in water quality through time, particularly any changes that may occur in response to selective timber harvests associated with forest management.



The developed and implemented water quality monitoring program has focused on fine-grained suspended sediment that may be generated during changes in land-cover. The amount of suspended sediment within the water is characterized by two parameters, suspended sediment concentration



(SSC) and turbidity. The first requires the collection of water samples and the laboratory determination of the concentration of sediment within the water. It is considered the most accurate method of assessing the amount of sediment moving through a channel (its load). In contrast, turbidity is a measure of the water's clarity, which in turn reflects the amount of sediment in the water. An advantage of measuring turbidity is that it can be collected at the site semi-continuously using a turbidity probe, and is a parameter that is used as a regulatory indicator of the potential impacts of sediment on biota. In addition to SSC and turbidity, data were periodically collected on pH, temperature, dissolved oxygen, and electrical conductivity. Because these parameters change during a flood event, it was also necessary to measure the amount of flow within the channel at the time that the other water quality parameters were recorded. The locations, collection periods, and parameters of water quality monitoring stations installed in the Waynesville watershed are shown below.

Site	Period of Monitoring	Parameters
Allen Creek #1	March 2007–September 2011	Discharge, SSC, Turbidity, Temperature, Dissolved Oxygen, Specific Conductivity
*Lower Allen Creek #2	December 2013–Present	Discharge, Turbidity, Temperature
Cherry Cove	July 2008–2010	Discharge, SSC, Turbidity, Temperature
*Old Bald Creek #1	July 2008–Present	Discharge, SSC, Turbidity, Temperature
Old Bald Creek #2	June 2010–2016	Discharge, SSC, Temperature
Old Bald Creek #3	June 2010–2016	Discharge, SSC, Turbidity, Temperature
*Old Bald Creek #4	May 2016–Present	Discharge, SSC
*Old Bald Creek #5	May 2016–Present	Discharge, SSC
*Active Sites		

The data collected between 2007 and 2014 have been summarized in a professional paper, and demonstrate that water quality within the watershed is excellent. The analyses also provide insights into the previous impacts of logging in the watershed on modern water quality. In 2016, the monitoring program was modified to collect base line data that would more effectively identify changes in water quality that may occur in response to localized timber harvests within the watershed. More specifically, the monitoring sites located near the reservoir on Old Bald Creek (#2, #3) were moved upstream (toward the headwaters of Old Bald Creek) (Old Bald Creek #4, #5). Currently, there are four active monitoring sites within the basin. These include Old Bald Creek #1 (which has been active since 2008), a site along lower Allen Creek (#2), and two sites in the headwaters of Old Bald Creek (#4, #5). The site located along lower Allen Creek is equipped with a water stage/discharge recorder, and a turbidity probe. This site is located downstream of areas where timber harvests occurred in 2015/2016. The sites located along Old Bald Creek are intended to collect base line water quality data for streams that drain areas where trees may be harvested in the near future.

The data collected since 2014 have not be rigorously manipulated and interpreted. We expect that this will occur in the spring of 2019. It is important to note, however, that there has been no evidence of water quality changes at any of sites since 2007.

**b. Monitor and control non-native invasive plant populations occurring in white pine thinning unit, and other areas throughout the watershed property.**

Working in collaboration with WCU students, we maintain a continuous inventory of non-native invasive plant species (NNIS) within the watershed. Our efforts are focused in areas around the watershed (including the white pine thinning unit), which are historically the most disturbed portions of the watershed, are the most heavily trafficked, and contain the highest occurrences of NNIS. Each year we conduct NNIS surveys, apply control treatments, and assess the effectiveness of past control measures. In 2017, we assessed chemical control effectiveness with the results shown below.

Stems treated and percent mortality of non-native invasive species by species.			
Species	Stems Treated	Dead Stems	Mortality %
Japanese barberry	5	5	100
burning bush	1	1	100
Oriental bittersweet	33	30	91
paulownia	3	3	100
Chinese privet	2	2	100
Totals	44	41	93

In addition to chemical control, a group of WCU students studied the effectiveness of manual removal of Japanese honeysuckle from an area that was heavily infested. Initial results suggest that manual removal was very effective for this species.

In summary, our monitoring results indicate that NNIS will continue to be a threat to native forests in the watershed (as they are throughout the southern Appalachians), and that their control will likely require an ongoing effort.

**c. Continue work towards implementing forest stewardship treatments in the Old Bald Management unit.**

Data collected to develop the 2008 watershed management plan showed that the forests in the watershed were generally healthy but less diverse than they were historically. The loss in diversity was attributed to (1) the exploitive logging practices of the late 1800's that extended into the mid 1900's, (2) the introduction of non-native insects and diseases, such as the chestnut blight and hemlock woolly adelgid, and (3) a reduction in the frequency of fire on dry sites due to widespread fire suppression efforts of the last century. These caused the forest to shift from multi-aged stands with gaps that promote diverse regeneration to more uniform stands dominated by early successional and shade tolerant species. Fire suppression during the past century has also led to a decrease in fire tolerant species, such as oaks and pines, and an increase mountain laurel.

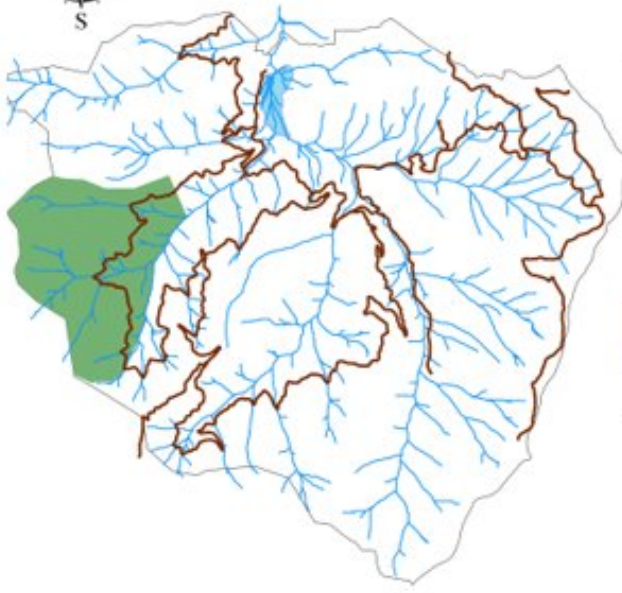
The basic forest stewardship goal for the property is to increase forest diversity by increasing the number of naturally occurring forest types that better mimic historical conditions. To achieve these goals, we have recommended implementing silvicultural treatments that create gaps and otherwise mirror natural disturbance patterns. We also recommend using prescribed burning to restore fire adapted communities.

We propose implementing these treatments in the Old Bald Management unit, an area of about 800 acres, and have spent much of the past 1.5 years conducting detailed conditions within this unit to better define specific treatments in different areas. With the help of Natural Resources students, we have identified several potential treatment areas



## Old Bald Managment Unit

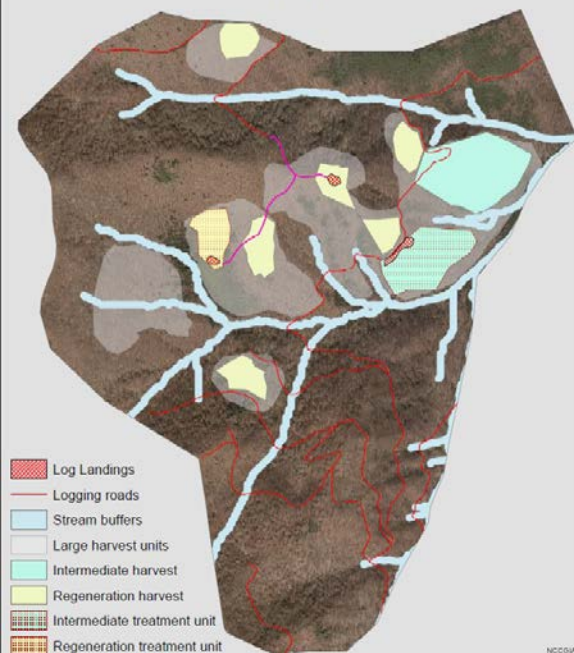
Created by WCU NRM 440 Students



## Old Bald Harvest Unit Potential Harvest Areas

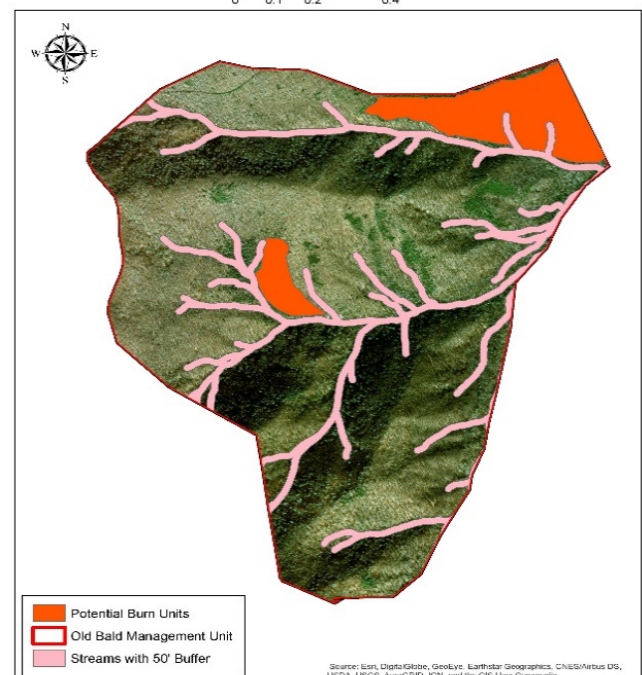
0 125 250 500 750 1,000 Meters

Created by: WCU NRM 440 Students  
Date: 5-3-2016



## Potential Burn Units in the Old Bald Management Unit

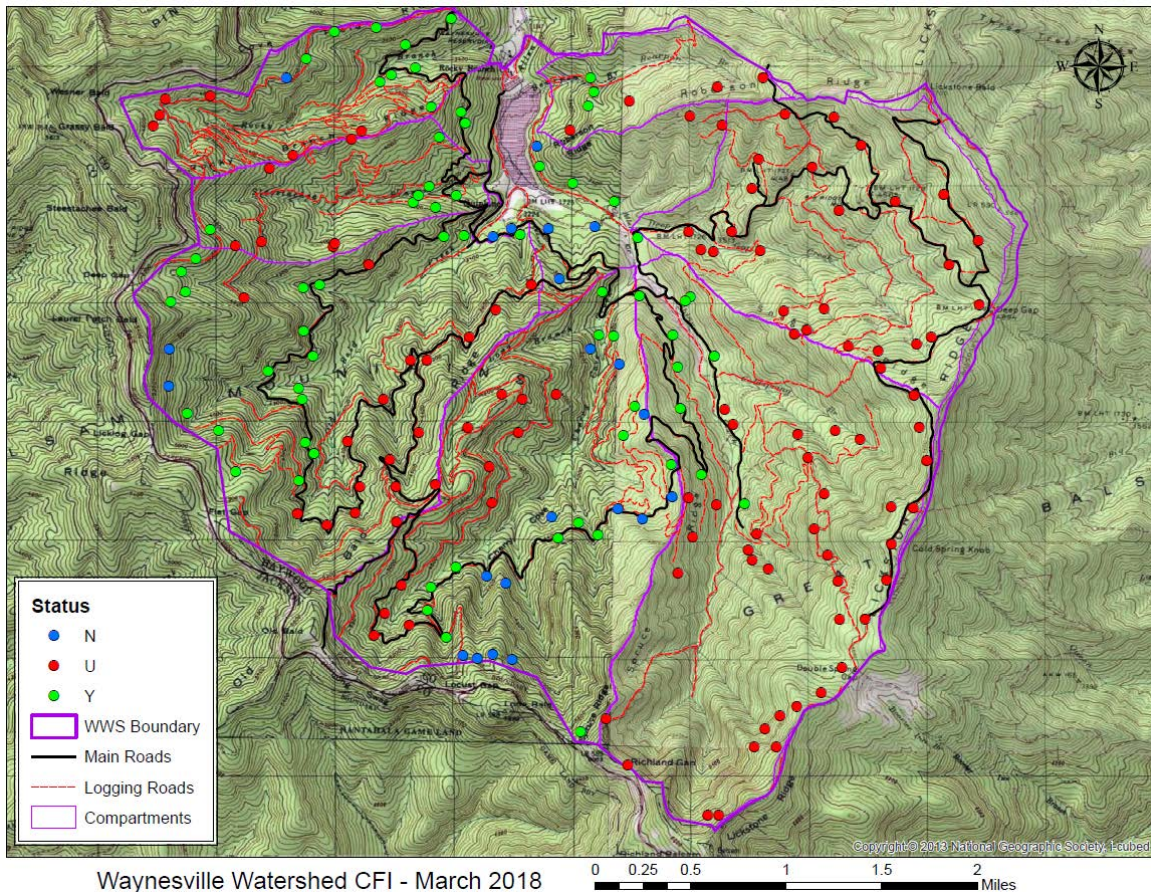
0 0.1 0.2 0.4 Miles





#### d. Began remeasurement of continuous forest inventory plots

In 2008, we installed a network of continuous forest inventory 200 plots (CFI) that were used to document the condition of the watershed forest at that time. Plot locations were monumented and all trees within the plots were mapped with the goal of remeasuring these plots at approximately 10 year intervals to document how the forest is changing over time. In 2018, we began the process of relocating and remeasuring these plots. The map below shows the status of all plots as of March 2018. Plots in green have been relocated (and in some cases remeasured), blue were searched for but have not been found yet, and red have not been investigated.



#### e. Address additional forest management concerns and opportunities as needed to continue implementation of the 2008 management plan

The conservation easement supports the use of the watershed as a natural laboratory to support student learning and to advance our knowledge about watershed processes. During the past several years we have been involved or assisted with several such projects. These include:

- Preliminary investigation to explore the potential of restoring American chestnut within the watershed (Principal collaborator: Ed Schwartzman, Joe Pye Ecological Services)

American chestnut (*Castanea dentata*) once formed a principal component of Southern Appalachian forests, and 100-years after the chestnut blight, the southern mountains remain one of the best locales for surviving trees and occasional reproductive stands. As such, the region is key to conservation of the species, and the Waynesville Watershed provides an excellent laboratory to explore restoration opportunities.

American chestnut (*Castanea dentata*) historically provided an abundant food source for

wildlife. Because it is a summer-flowering tree, the chestnut avoids the threat of frost and can be an annual producer of large quantities of hard mast. Sadly, when the chestnut blight (*Cryphonectria parasitica*) arrived from Asia in the early 1900's, it decimated the American chestnut and caused the species to become functionally extinct in the wild. Though chestnut stump sprouts persist in the forest, they usually succumb to the blight before reaching reproductive maturity.

For almost a century since the decline of the chestnut, government agencies, researchers, and conservation groups have pursued attempts to restore and revive the American chestnut. An initial step of many of these efforts has been to identify native seed sources to conserve and promote breeding stock. Though extremely infrequent in the wild, fertile chestnuts still occur at high elevations in western North Carolina, and the Blue Ridge Parkway is a well-known location for fruiting trees. Given its proximity and the similarity in landform, the Waynesville Watershed is likely to harbor examples of reproductive American chestnuts as well. Furthermore, anecdotal evidence collected by Forest Stewards has confirmed that flowering American chestnuts are present, though fertile seeds have not yet been collected. If reproductive chestnuts are found in the watershed, they could provide an important building block for potential efforts to develop regionally adapted chestnut trees for restoration.

We propose for Forest Stewards to conduct an initial survey for flowering and large surviving chestnuts in the Waynesville Watershed. The aim of the surveys is to identify areas with potentially reproductive chestnuts and large surviving trees and to characterize the habitat in which they occur. This data will provide managers targets for monitoring seed production. Additionally, data on large surviving chestnuts can inform potential management, such as promotion of flowering via thinning surrounding vegetation, fire, or other practices. The presence of such trees would enhance Waynesville watershed as a site for chestnut restoration should the town and easement holders approve.

- ii. Use wildlife cameras to assess wildlife use in the Waynesville watershed as compared to the Balsam Mountain Preserve (Principal collaborators: Dr. Aimee Rockhill, WCU and The Rainforest Alliance – contributed \$4000)

The goals of this project are to conduct a preliminary study to monitor wildlife (focusing on bobcat) on two tracks of land in the Southern Appalachians. The primary objectives of this project are to 1) estimate distribution and density of mammals across both properties 2) estimate the total number of bobcats on each property and 3) assess the feasibility of performing a multi-year bobcat monitoring project to explore relationships between wildlife populations and forest condition in the Southern Appalachians.

This project is being completed by undergraduate student researchers from Western Carolina University working in collaboration with Forest Stewards and in cooperation with Balsam Mountain Preserve and the town of Waynesville. Monitoring is being done via camera trapping at Balsam Mountain Preserve (BMP) (4,500 acres) and Waynesville Watershed (WW) (8,500 acres). These areas are in close proximity, were both logged heavily through the mid to late 1900's, and are similar in terms of topography, geology, soils, and forests. However, they vary considerably in terms of their current land use. BMP is a low-density residential development with an improved road system and amenities including a golf course and a network of hiking and riding trails. WW is a municipal water-supply watershed that is undeveloped and closed to the public. Small-scale, active forest management (including timber harvesting) occurs on both properties. Standard forest inventory techniques and GIS are being used to characterize conditions around each camera including forest type, habitat structure, land-use, and proximity to structures such as roads and houses. In addition, we are assessing the viability of using GPS collars in a subsequent, long-term bobcat population study.

## **Results:**

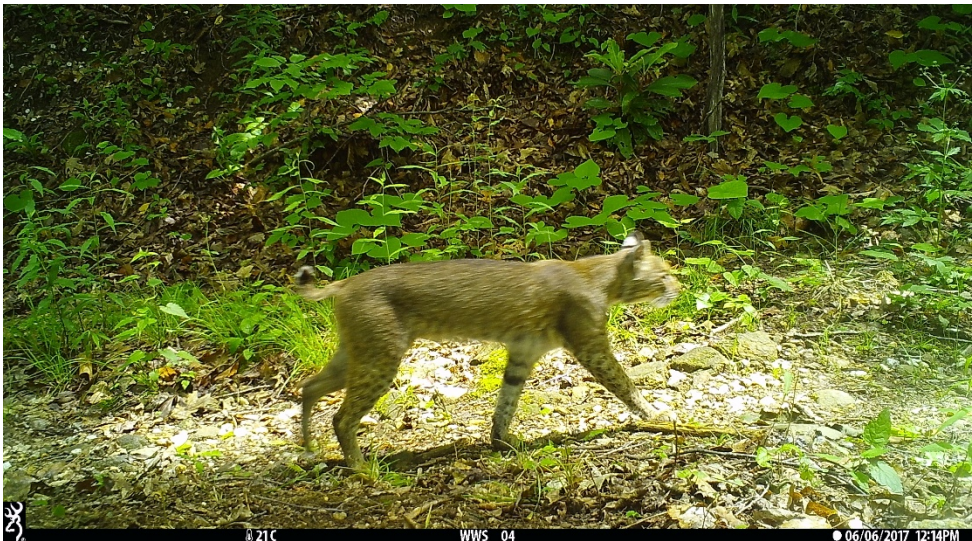
- As of 31 October, 2017 we captured over 10,000 images. After screening data, we had a total of 1,320 wildlife captures on 9 cameras at Balsam Mountain Preserve and 1,625 wildlife captures on 12 cameras at Waynesville Watershed. Additional pictures consisted of hikers and their pets, false triggers (usually caused by moving vegetation), and multiple captures of the same individual. An extreme example of multiple captures was a mother bear and her cub playing in front of a camera for nearly 10 minutes which resulted in over 500 captures. In instances like these, only one capture per minute was retained. Tables 1 & 2 reflect results through October minus photo captures of humans, domestic animals, or unknowns.
- We were able to identify 4 unique individual bobcats at BMP and 3 unique individual bobcats at WWS.
- We captured 15 and 13 mammal species at BMP and WWS, respectively. BMP06, located on the eastern edge of the preserve, had the highest species diversity of all cameras (Table 1).
- American black bear was the only species recorded at all camera locations.
- Coyote were captured at a much higher rate and distribution at WWS than BMP.
- Interestingly, only 1 fox was captured and it was a red fox. Typically, gray fox have better survival than red fox where coyotes are present.
- Nearly half of the cameras were located in the Appalachian Oak Forest cover type. Elevation at BMP ranged from 2797' to 4705' and elevation at WWS ranged from 3275ft to 5824ft.
- In addition to answering our primary objectives, the camera data are providing valuable information in terms of species specific presence/absence, distribution, relative abundance, and productivity.
- A number of notable captures were reported to the North Carolina Wildlife Resources Commission and on iNaturalist and NC Mammal. These included the first documented nine-banded armadillo and spotted skunk in Haywood County (iNaturalist and NC Mammal).
- This project was initially intended to assess the feasibility of a western NC bobcat study. Results to date have shown an interesting dynamic in sympatric carnivores (bobcat, fox, and coyote) and after discussions with NCWRC and USDA-Aphis staff, we are shifting the project to a long-term carnivore ecology study.

<b>Table 1. Mammal Captures per 100 Trap Nights</b>		
<b>Species</b>	<b>BMP</b>	<b>WWS</b>
American black bear	11	16
bobcat	5	4
coyote	6	34
eastern chipmunk	3	12
eastern cottontail	10	3
eastern gray squirrel	8	6
groundhog	2*	3*
weasel spp.	1	0
mouse spp.	16*	3*
nine-banded armadillo	1*	1*
northern raccoon	2	1
red fox	1*	0
skunk spp.	1*	1*
Virginia opossum	13	10
white-tailed deer	29	27
<b>Total</b>	<b>88</b>	<b>113</b>

\*actual captures



Selected pictures from the Waynesville watershed



**f. Continue to maintain biophysical and geospatial databases for the watershed**

We continue to accumulate, maintain, and back-up an extensive database covering the watershed. These data are used in watershed analyses, and we also create maps, etc. needed by watershed users.



**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Call for Public Hearing to be held on February 12, 2019 to consider a Petition for Annexation of a Non-Contiguous Satellite Area for property located at 77 Sutton Loop (PIN 8616-29-7639)

**AGENDA INFORMATION:**

**Agenda Location:** Call for Public Hearing  
**Item Number:** C3  
**Department:** Administration  
**Contact:** Eddie Ward, Town Clerk  
**Presenter:** Amie Owens, Assistant Town Manager

**BRIEF SUMMARY:** This petition is being requested by Haywood Christian Academy for the purpose of annexing to receive additional town services in accordance with Town Policy. This property is non-contiguous to the Town's current limits. Water and sewer service is already provided to this property utilizing outside rates. An annexation would allow for garbage collection and police and fire protection under the Town of Waynesville.

**Clerk's Certification:**

The property is closer than 3 miles to the Waynesville Town limit; the property is not closer to another municipality's primary corporate limits than to Waynesville; the property is not part of any subdivision and Town services are already available in the area. The petition meets the requirements of the general statutes NCGS §160A-58.1 annexation of non-contiguous area and a public hearing is required prior to the Board voting on such annexation. The fee of \$200.00 for such petition was collected on January 7, 2019.

**MOTION FOR CONSIDERATION:** To approve the voluntary annexation into the Town of Waynesville for property located at 77 Sutton Loop (PIN 8616-29-7639) to receive additional town services in accordance with Town policy.

**FUNDING SOURCE/IMPACT:** Addition of garbage collection fee and change to the outside rates for water and sewer to inside rates.

**ATTACHMENTS:**

1. Ordinance
2. Petition
3. Aerial Map
4. Property description

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** This is a call for public hearing only - no further action required.

PETITION FOR ANNEXATION OF  
NON-CONTIGUOUS "SATELLITE" AREAS

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

01.07.19

Date

TO: Board of Aldermen of the Town of Waynesville

1. We, the undersigned owners of real property, respectfully request that the area described in paragraph 3 below be annexed to the Town of Waynesville.
2. Standards which the satellite area must meet:
  - a. The nearest point on the satellite area must not be more than three (3) miles from the primary limits of the annexing city.
  - b. No point on the satellite area may be closer to the primary limits of another municipality than to the annexing city.
  - c. Note: When there is any substantial question as to whether the area is closer to another city, the tax map submitted with the petition shall show the satellite area also in relation to the primary corporate limits of the other city.
  - d. The area proposed for annexation must be situated that services provided the satellite area can be equivalent to the services provided within the primary limits.
  - e. If the area proposed for annexation, or any portion thereof, is a subdivision, as defined in G.S. 160A-376, all of the subdivision must be included.
  - f. The area within the proposed satellite limits plus the area within all other satellite corporate limits may not exceed ten percent (10%) of the total land area within the primary corporate limits of the annexing city.
3. The area to be annexed is non-contiguous to the Town of Waynesville and the boundaries of such territory are as follows:
  - a. Metes and bounds description is attached.
4. A tax map is attached showing the area proposed for annexation in relation to the primary corporate limits of the Town of Waynesville. If there is substantial question as to whether the area may be closer to another city than to the annexing city, the map should show the relation to the primary corporate limits of the other town.

NAME

C. Matt Haynes

SIGNATURE



ADDRESS

77 Sutton Loop Waynes, NC 28786



2018004322

HAYWOOD CO, NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
\$3400.00PRESENTED & RECORDED:  
05-21-2018 02:10:20 PM  
SHERRI C. ROGERS  
REGISTER OF DEEDS  
BY: TARA E. REINHOLD  
DEPUTYBK: RB 951  
PG: 2326-2329DATE 5/21/18 BY KH.

## HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien  
against parcel number(s) 8616297639

Mike Matthews, Haywood County Tax Collector

Date: 5-24-18 By: CEL

## NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax: \$3,400.00

Parcel Identifier No. 8616-29-7639 Verified by \_\_\_\_\_ County on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
By: \_\_\_\_\_Mail/Box to: CLARENCE H. DICKSON, III, 137 Hazel Street, Waynesville, NC 28786This instrument was prepared by: CLARENCE H. DICKSON, III, 137 Hazel Street, Waynesville, NC 28786

Brief description for the Index: \_\_\_\_\_

THIS DEED made this 21st day of May, 2018, by and betweenGRANTOR  
CALVARY ROAD BAPTIST CHURCH1391 Soco Rd.  
Maggie Valley, NC 28751GRANTEE  
HAYWOOD CHRISTIAN ACADEMY, INC.P.O. Box 609  
Lake Junaluska, NC 28745

Enter in appropriate block for each Grantor and Grantee: name, mailing address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot, parcel of land or condominium unit situated in the City of \_\_\_\_\_, IVY HILL Township, HAYWOOD County, North Carolina and more particularly described as follows:

SEE ATTACHED SCHEDULE "A"

The property hereinabove described was acquired by Grantor by instrument recorded in Book \_\_\_\_\_ page \_\_\_\_\_.  
All or a portion of the property herein conveyed \_\_\_\_\_ includes or X does not include the primary residence of a Grantor.

A map showing the above described property is recorded in Plat Book \_\_\_\_\_ page \_\_\_\_\_.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions:

IN WITNESS WHEREOF, the Grantor has duly executed the foregoing as of the day and year first above written.

CALVARY ROAD BAPTIST CHURCH (SEAL)  
(Entity Name)  
By: [Signature] Print/Type Name: \_\_\_\_\_  
Print/Type Name & Title: JOSHUA BURGESS, President (SEAL)  
By: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_  
Print/Type Name & Title: \_\_\_\_\_ (SEAL)  
By: \_\_\_\_\_ Print/Type Name: \_\_\_\_\_  
Print/Type Name & Title: \_\_\_\_\_ (SEAL)

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

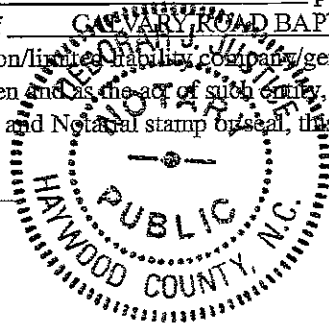
My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) Notary's Printed or Typed Name

State of \_\_\_\_\_ - County or City of \_\_\_\_\_  
I, the undersigned Notary Public of the County or City of \_\_\_\_\_ and State aforesaid, certify that  
\_\_\_\_\_ personally appeared before me this day and acknowledged the due  
execution of the foregoing instrument for the purposes therein expressed. Witness my hand and Notarial stamp or seal this \_\_\_\_\_ day of  
\_\_\_\_\_, 20\_\_\_\_.

My Commission Expires: \_\_\_\_\_ Notary Public  
(Affix Seal) Notary's Printed or Typed Name

State of North Carolina - County or City of HAYWOOD  
I, the undersigned Notary Public of the County or City of HAYWOOD and State aforesaid, certify that  
JOSHUA BURGESS personally came before me this day and acknowledged that  
he is the President of CALVARY ROAD BAPTIST, a North Carolina or  
\_\_\_\_\_ corporation/limited liability company/general partnership/limited partnership (strike through the  
inapplicable), and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its  
behalf as its act and deed. Witness my hand and Notarial stamp or seal, this 21st day of May, 2018.

My Commission Expires: 4/9/19 Notary Public  
(Affix Seal) Deborah L. Justice Notary's Printed or Typed Name



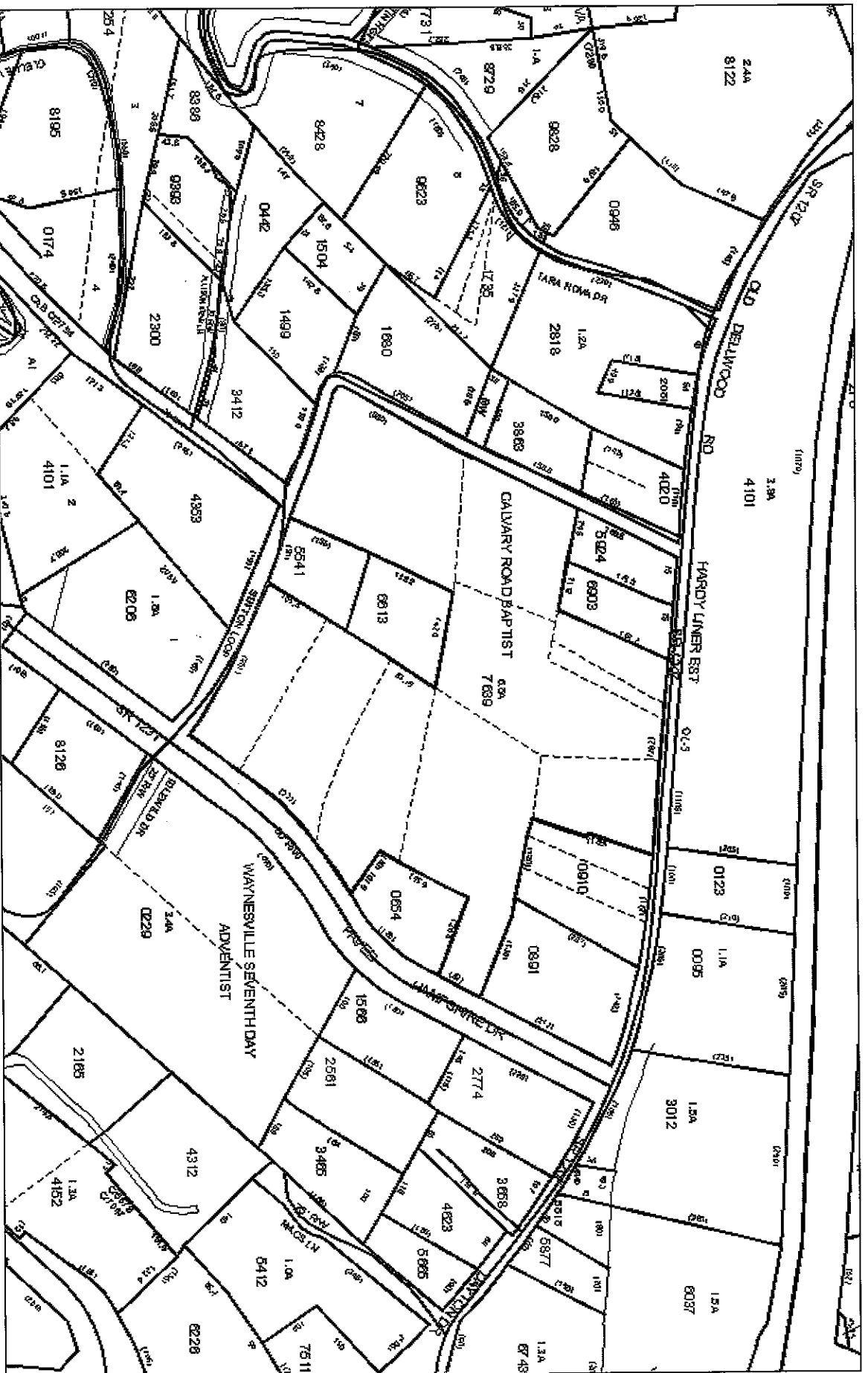
SCHEDULE "A": PROPERTY DESCRIPTION FOR DEED DATED MAY 21, 2018,  
FROM CALVARY ROAD BAPTIST CHURCH, GRANTOR, TO HAYWOOD CHRISTIAN  
ACADEMY, INC., GRANTEE.

BEGINNING on an iron (found) in southerly margin of State Road 1207, northeast corner of that tract conveyed to Calvary Road Baptist Church (Book 753, page 1933), said iron being located at northwest corner of Eunice A. Palmer tract (Book 448, Page 2076) and runs thence with westerly line of said Palmer tract, three (3) calls: S. 19 deg 07' 14" W. 94.70 feet to an iron; S. 70 deg. 38' 13" E. 5 feet; and S. 19 deg. 11' 47" W. 86.03 feet to an iron; thence continuing with southerly line of said Palmer tract, S. 77 deg. 07' 00" E. 111.75 feet to an axle (found) at common corner of Palmer tract and Fredrick M. Waldron tract (Book 279, page 570); thence with southerly line of said Waldron tract two (2) calls: S. 77 deg. 14' 42" E. 37.60 feet to an iron (found); and S. 68 deg. 45' 48" E. 137.31 feet to a railroad spike (found) near margin of Hampshire Drive (State Road 1231); thence running with margin of said drive, S. 31 deg. 10' 26" W. 67.81 feet to easternmost point of Troy Phillips tract (Book 325, page 896 and Book 528, page 2409); thence with northern line of said Phillips tract, N. 69 deg. 05' 42" W. 130.18 feet (passing an iron (found) at 2.99 feet) to an iron (found); thence continuing with westerly line of said Phillips tract, three (3) calls: S. 28 deg. 37' 59" W. 45.17 feet to an iron (found); S. 28 deg. 37' 59" W. 74.44 feet to an iron; and S. 28 deg. 37' 59" W. 26.11 feet to an iron (found); thence continuing with southerly line of said Phillips tract two (2) calls: S. 53 deg. 45' 32" E. 67.01 feet to an iron (found); and S. 53 deg. 45' 32" E. 34.57 feet to a point in center of Hampshire Drive; thence with center of said drive four (4) calls: S. 57 deg. 36' 02" W. 56.52 feet; S. 49 deg. 46' 29" W. 104.80 feet; S. 40 deg. 27' 50" W. 67.78 feet; and S. 36 deg. 16' 38" W. 58.35 feet to a point near intersection of Hampshire Drive and Sutton Loop; thence running parallel with Sutton Loop two (2) calls: N. 62 deg. 18' 39" W. 29.85 feet to a right of way monument (found); and N. 62 deg. 18' 39" W. 244.29 feet to an iron at southeast corner of Barbara B. Yarborough tracts (Book 214, page 680 and Book 280, page 266); thence with easterly line of said Yarborough tracts three (3) calls: N. 31 deg. 57' 09" E. 105.54 feet to an iron (found); N. 31 deg. 57' 09" E. 98.47 feet town iron (found); and N. 34 deg. 34' 06" E. 82.98 feet to an iron (found); thence with northerly line of said Yarborough tract, N. 79 deg. 07' 38" W. 141.99 feet to a concrete monument (found); thence with westerly line of said Yarborough tract three (3) calls: S. 26 deg. 05' 22" W. 60.43 feet to an iron (found); S. 26 deg. 00' 06" W. 77.86 feet to a concrete monument (found); and S. 25 deg. 08' 23" W. 126.60 feet to a concrete monument (found) near Sutton Loop; thence running parallel with Sutton Loop, N. 68 deg. 42' 48" W. 199.66 feet to a concrete monument (found) known as Control Point 1 (Lat. 35 deg. 31' 26.58820" N., Lon. 82 deg. 59' 34.07229" W., N. 669545.98, E. 812284.53); thence continuing with margin of Sutton Loop, N. 26 deg. 57' 29" E. 392.31 feet to a concrete monument (found) at southwest corner of James Parton tract (Book 475, page 91); thence with southerly line of said Parton tract, S. 79 deg. 05' 16" E. 81.03 feet to an iron (found) at southwest corner of James R. Grooms tract (Book 475, Page 88); thence with southerly line of said

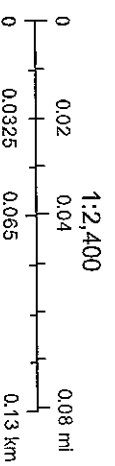
Grooms tract, S. 79 deg. 05' 16" E. 70.46 feet to an iron; thence with easterly line of said Grooms tract two (2) calls: N. 25 deg. 03' 08" E. 165.94 feet to an iron (found); and N. 25 deg. 03' 08" E. 14.23 feet to a point in southerly margin of State Road 1207; thence with southerly margin of said road two (2) calls: S. 84 deg. 00' 58" E. 148.73 feet to an iron; and S. 83 deg. 18' 13" E. 135.81 feet to the BEGINNING, containing 7.02 acres as per survey and plat of Burns Land Surveying, Inc., dated November 20, 2008, Drawing No. H-35.

BEING the same property conveyed to Grantor by deeds recorded in Book 387 at Page 54, Book 444 at Page 2407, Book 463 at Page 1076, Book 483 at Page 861, Book 525 at Page 1693, Book 533 at Page 218, and Book 753 at Page 1933, Haywood County Registry.

# Haywood County



September 18, 2018





19  
276

OLD DELLWOOD  
RD

3.9A  
4101

HARDY LANE EST

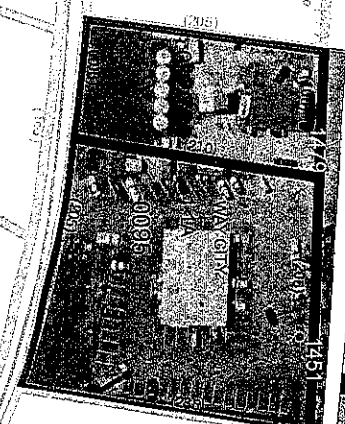
TARA NOVA DR

CALVARY ROAD BAPTIST

6.8A  
7639  
WAYNETT

WAYNESVILLE SEVENTH DAY  
ADVENTIST

PRYCE  
HAMPSHIRE DR



1.5A  
3012

1.0A  
5412







PROJECTID_1	26909
N_ALPHA	8676-29-7039
Dwner_1	HAYWOOD CHRISTIAN ACADEMY
Dwner_2	
addr_1	PO BOX 609
addr_2	
SZS_LAKE JUNALUSKA, NC	28745
map	8616.DT
egatRel_1	9617/2326
egatRel_2	
addrRel_1	CAB C/967
addrRel_2	C/L-5
clic Acres	7.0701
Prop Addr	77 SUTTON LP
sale Date	6/21/2018
sale Price	1700000
subDivCode	HDLR
subDivName	HARDY LINER ESTATE
and Value	1591100
bldg Value	1817800
Mkt Value	1878900
Order Value	0
assd_Value	1978600
leased Area	0
T_Built	0
Acct Nbr	193171
ownership	INVT HILL
tax Codes F04,G01	
Bldg Use Desc	CHURCH
Chrch Use Desc	CHURCH
Occupancy_Code	E,CM
Occupancy_Desc	EXEMPT/COMMERCIAL AND CODE CS
land Code	CS
land Desc	COMMERCIAL SECONDARY
taxbill_1	
taxbill_Label	
taxbill_Amt	0
taxbill_2	
taxbill_Label	
taxbill_Amt	0
Pop Desc	77 SUTTON LP 106 HAMPSHIRE TRACT
SALECDITD	4867417
LAND SALE CODE Y	
REVAL_NHOOD_NAME	HAMPSHIRE TRACT A/4
JENSIS_TRACT	A/4
LAND_USE_CODE	
Shape Polygon	
Shape_STVarely	295266.361287
Shape_STL_areah	3367.840287
sale Date	5/021/2018
taxYear	2017
payYear	2016
PASPERMIT YES	
DEPTCOCID	92861
PASWELLPERMIT NO	
WellRecordCOCID	<null>

1 inch = 417 feet









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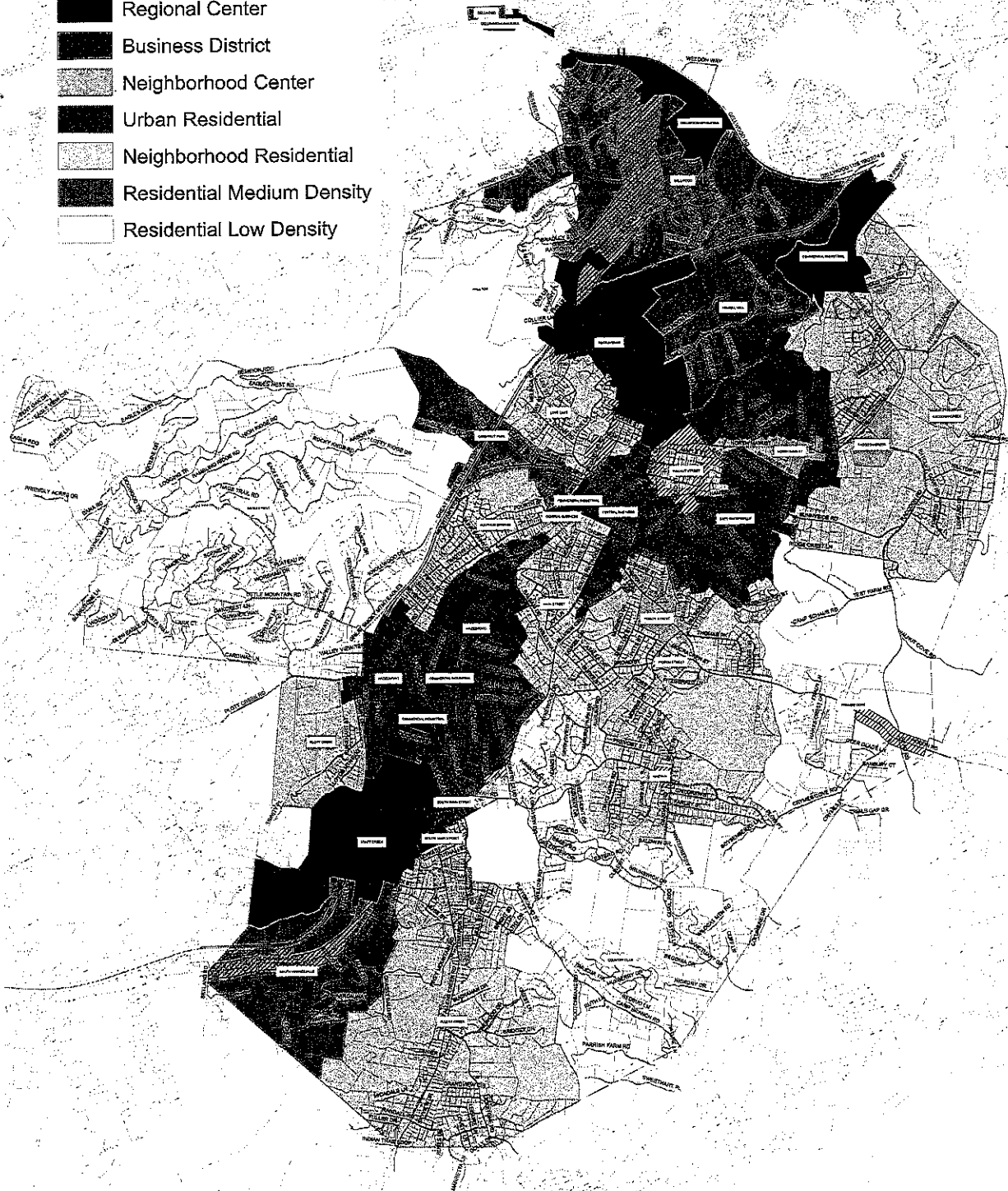
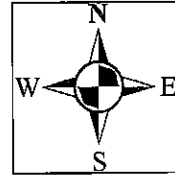
9/20/2018

-  Conditional District
-  Mixed-Use Overlay

## District Key

### Category

-  Commercial Industrial
-  Regional Center
-  Business District
-  Neighborhood Center
-  Urban Residential
-  Neighborhood Residential
-  Residential Medium Density
-  Residential Low Density



*Official Land Development Map  
Town of Waynesville, North Carolina*

TOWN OF WAYNESVILLE  
280 GEORGIA AVENUE  
WAYNESVILLE NC 28786

MISC RECEIPT 2339004  
REFERENCE  
DATE/TIME 01/07/19 11:40  
CLERK 2044mbak  
CUSTOMER Matt Haynes  
EFF. DATE 01/07/2019  
DEPT

PG: 1

01

TOTAL: 200.00  
200.00

PMT TYPE	QTY	REF
CASH	1	

AMOUNT  
200.00

ORDINANCE NO. O-02-19

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF  
THE TOWN OF WAYNESVILLE, NORTH CAROLINA

WHEREAS, the Board of Aldermen has been petitioned under G.S. 160A-58.1, to annex the area as described in attached Exhibit A, and

WHEREAS, the Board of Aldermen has by resolution directed the Town Clerk to investigate the sufficiency of said petition; and

WHEREAS, the Town Clerk has certified the sufficiency of said petition and a public hearing on the question of this annexation was held at Town Hall at 6:30 p.m., on the 12th day of February 2019, and

WHEREAS, the Board of Aldermen further finds that the area described therein meets the standards of G.S. 160A-58.1(b), to wit:

- a. The nearest point on the proposed satellite corporate limits is not more than three miles from the corporate limits of the Town of Waynesville.
- b. No point on the proposed satellite corporate limits is closer to another city than to the Town of Waynesville.
- c. The area described is so situated that the Town of Waynesville will be able to provide services on the same basis within the proposed satellite corporate limits that it provides within the primary corporate limits,
- d. No subdivision, as defined in G.S. 160A-376, will be fragmented by this proposed annexation,
- e. The area within the proposed satellite corporate limits, when added to the area within all other satellite corporate limits does not exceed ten percent (10%) of the area within the primary corporate limits of the Town of Waynesville; and

WHEREAS, the Board of Aldermen does hereby find as a fact that said petition has been signed by all the owners of real property in the area who are required by law to sign and all other requirements of G.S. 160A-58.1, as amended;

WHEREAS, the Board of Aldermen further finds that the petition is otherwise valid, and that the public health, safety and welfare of the Town and of the area proposed for annexation will be best served by annexing the area described as follows: 77 Sutton Loop -7.0701 acres -PIN 8616-29-7639

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

Section 1. By virtue of the authority granted by G.S. 160A-58.2, as amended, the following described non-contiguous territory is hereby annexed and made part of the Town of Waynesville, as of the 1st day of April, 2019. Meets and bounds description is in Exhibit A attached hereto and incorporated by reference.

Section 2. Upon and after the 1st day of April 1, 2019, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the Town of Waynesville and shall be entitled to the same privileges and benefits as other parts of the Town of Waynesville. Said territory shall be subject to municipal taxes according to G.S. 160A-58.1.

Section 3. The Mayor of the Town of Waynesville shall cause to be recorded in the office of the Register of Deeds of Haywood County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 hereof, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the Haywood County Board of Elections as required by G.S. 163-288.1.

Section 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the Town of Waynesville.

Adopted this 12th day of February, 2019.

TOWN OF WAYNESVILLE

ATTEST:

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

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

APPROVED AS TO FORM:

\_\_\_\_\_  
William E. Cannon, Jr., Town Attorney

Re: 77 Sutton Loop – 7.0701 acres - PIN 8616-29-7639

## EXHIBIT A

uBEGINNING on an iron (found) in southerly margin of State Road 1207, northeast corner of that tract conveyed to Calvary Road Baptist Church (Book 753, page 1933), said iron being located at northwest corner of Eunice A. Palmer tract (Book 448, Page 2076) and runs thence with westerly line of said Palmer tract, three (3) calls: S. 19 deg 07' 14" W. 94.70 feet to an iron; S. 70 deg. 38' 13" E. 5 feet; and S. 19 deg. 11' 47" W. 86.03 feet to an iron; thence continuing with southerly line of said Palmer tract, S. 77 deg. 07' 00' E. 111.75 feet to an axle (found) at common corner of Palmer tract and Fredrick M. Waldron tract (Book 279, page 570); thence with southerly line of said Waldron tract two (2) calls: S. 77 deg. 14' 42" E. 37.60 feet to an iron (found); and S. 68 deg. 45' 48" E. 137.31 feet to a railroad spike (found) near margin of Hampshire Drive (State Road 1231); thence running with margin of said drive, S. 31 deg. 10' 26" W. 67.81 feet to easternmost point of Troy Phillips tract (Book 325, page 896 and Book 528, page 2409); thence with northern line of said Phillips tract, N. 69 deg. 05' 42" W. 130.18 feet (passing an iron (found) at 2.99 feet) to an iron (found); thence continuing with westerly line of said Phillips tract, three (3) calls: S. 28 deg. 37' 59" W. 45.17 feet to an iron (found); S. 28 deg. 37' 59" W. 74.44 feet to an iron; and S. 28 deg. 37' 59" W. 26.11 feet to an iron (found); thence continuing with southerly line of said Phillips tract two (2) calls: S. 53 deg. 45' 32" E. 67.01 feet to an iron (found); and S. 53 deg. 45' 32" E. 34.57 feet to a point in center of Hampshire Drive; thence with center of said drive four (4) calls: S. 57 deg. 36' 02" W. 56.52 feet; S. 49 deg. 46' 29" W. 104.80 feet; S. 40 deg. 27' 50" W. 67.78 feet; and S. 36 deg. 16' 38" W. 58.35 feet to a point near intersection of Hampshire Drive and Sutton Loop; thence running parallel with Sutton Loop two (2) calls: N. 62 deg. 18' 39" W. 29.85 feet to a right of way monument (found); and N. 62 deg. 18' 39" W. 244.29 feet to an iron at southeast corner of Barbara B. Yarborough tracts (Book 214, page 680 and Book 280, page 266); thence with easterly line of said Yarborough tracts three (3) calls: N. 31 deg. 57' 09" E. 105.54 feet to an iron (found); N. 31 deg. 57' 09" E. 98.47 feet town iron (found); and N. 34 deg. 34' 06" E. 82.98 feet to an iron (found); thence with northerly line of said Yarborough tract, N. 79 deg. 07' 38" W. 141.99 feet to a concrete monument (found); thence with westerly line of said Yarborough tract three (3) calls: S. 26 deg. 05' 22" W. 60.43 feet to an iron (found); S. 26 deg. 00' 06" W. 77.86 feet to a concrete monument (found); and S. 25 deg. 08' 23" W. 126.60 feet to a concrete monument (found) near Sutton Loop; thence running parallel with Sutton Loop, N. 68 deg. 42' 48" W. 199.66 feet to a concrete monument (found) known as Control Point 1 (Lat. 35 deg. 31' 26.58820" N., Lon. 82 deg. 59' 34.07229" W., N. 669545.98, E. 812284.53); thence continuing with margin of Sutton Loop, N. 26 deg. 57' 29" E. 392.31 feet to a concrete monument (found) at southwest corner of James Parton tract (Book 475, page 91); thence with southerly line of said Parton tract, S. 79 deg. 05' 16" E. 81.03 feet to an iron (found) at southwest corner of James R. Grooms tract (Book 475, Page 88); thence with southerly line of said Grooms tract, S. 79 deg. 05' 16" E. 70.46 feet to an iron; thence with easterly line of said Grooms tract two (2) calls: N. 25 deg. 03' 08" E. 165.94 feet to an iron (found); and N. 25 deg. 03' 08" E. 14.23 feet to a point in southerly margin of State Road 1207; thence with southerly margin of said road two (2) calls: S. 84 deg. 00' 58" E. 148.73 feet to an iron; and S. 83 deg. 18' 13" E. 135.81 feet to the BEGINNING, containing 7.02 acres as per survey and plat of Burns Land Surveying, Inc., dated November 20, 2008, Drawing No. H-35.

BEING the same property conveyed to Grantor by deeds recorded in Book 387 at Page 54, Book 444 at Page 2407, Book 463 at Page 1076, Book 483 at Page 861, Book 525 at Page 1693, Book 533 at Page 218, and Book 753 at Page 1933, Haywood County Registry.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Call for Public Hearing to consider modification of the Town of Waynesville Code of Ordinances section 6.6 Animals at street fairs, festivals or parades.

**AGENDA INFORMATION:**

**Agenda Location:** Call for Public Hearing  
**Item Number:** C4  
**Department:** Administrative Services  
**Contact:** Amie Owens, Assistant Town Manager  
**Presenter:** Amie Owens, Assistant Town Manager

**BRIEF SUMMARY:** In October 2017, a moratorium was passed to suspend enforcement of the ordinance prohibiting animals at street fairs, festivals or parades. At that time, it was determined that in order to properly consider this issue, data was required related to the number of animals at the three largest festivals, the number of issues encountered and the number of attendees. The Waynesville Civilian Police Volunteers used a stickering system to more adequately count the number of animals at the festivals in July and October.

**Folkmoot International Day:** We had 117 animals either on leashes, carried by owners or in carriers. About a 60:1 human to animal ratio. There was one reported growling and snarling incident between animals – but no biting or scratching of dogs or humans. We had one irresponsible owner who allowed a dog to defecate in the mini park at Depot and N. Main. There were two reports of dog owners who were looking at the vendors wares and the dogs were behind them on a full 6' leash and the leashes could have tripped others. (approx. 7000 attendees)

**Church Street Fair:** We had 141 dogs that were counted/stickered - about an 80:1 human to dog ratio. One case of a “dog fight” (growling and barking – no biting) that scared a young child. (approx. 11,000 attendees)

**Apple Harvest Festival:** We had a total of 252 animals stickered for this festival. That was a ratio of 80:1 human/animal. No incidents (bites, trips, etc) were reported with no poo on the sidewalks noted. (approx. 20,000 attendees)

**MOTION FOR CONSIDERATION:** To call for public hearing on Tuesday, February 12, 2019 to consider the modification to the Town of Waynesville Code of Ordinances section 6.6 Animals at street fairs, festivals or parades.

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

**ATTACHMENTS:**

- Proposed ordinance language

**MANAGER’S COMMENTS AND RECOMMENDATIONS:** This is a call for public hearing only – no additional action is required at this time.

**Sec. 6-6. - Animals at street fairs, festivals or parades.**

Animals under restraint will be allowed at street fairs, festivals and parades on leashes six (6) feet in length or less, in carriers or if carried by their owners.

Pursuant to section 91-01 of the Haywood County Code of Ordinances definition of restraint, which requires animal owners to ensure animals are:

1. Controlled by means of a chain, leash, or other like device; and
2. To be under the physical control of the owner or animal handler and is obedient to that person's commands;

(a) *Prohibited.* It shall be unlawful for any person that owns or possesses any animal, including dogs or cats:

- i. To allow such animal to run at large within 150 feet of any street fair, festival or parade sanctioned or permitted by the town.
- ii. Animals designated under section 91-01 of the Haywood County Code and defined by G.S. § 67-4.1(a) (1) and (2), subject to the exceptions of G.S. § 67-4.1(b) as "fierce, dangerous, or vicious" are not permitted within the boundaries of the festival.

(b) *Exceptions.* This section shall not apply to licensed or permitted kennels or to animals legitimately a part of a parade, sanctioned street fair or festival, animals in a petting zoo or animal rides if the otherwise prohibited animals are part of an authorized exhibit, activity or display.

(c) *Approval.* For the purposes of this section, a sanctioned or permitted street fair, festival or parade is an event approved or permitted by the Board of Aldermen by action taken and recorded in the official minutes of the Board of Aldermen. The geographical limitations of the street fair, festival or parade shall be delineated by the approval or permitting of the event.

(d) *Violations.* Violations of subsection (a) of this section shall be misdemeanors, punishable upon conviction in accordance with section 1-8.



**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Public Hearing on a Text Amendment to the Land Development Standards, Section 4.4.  
Measurement of building height.

**AGENDA INFORMATION:**

**Agenda Location:** Public Hearing  
**Item Number:** D5  
**Department:** Development Services  
**Contact:** Elizabeth Teague, Planning Director  
**Presenter:** Elizabeth Teague, Planning Director

**BRIEF SUMMARY:** At the direction of the Planning Board, the Planning Department is making application to clarify how the Town measures building height. This text amendment was discussed at the November and December Planning Board Meetings and at a Special Called Hearing on January 7. This text amendment will distinguish the way in which a sloped, pitched-roof building and a flat-roofed building are measured and seeks to eliminate confusion regarding basements below the highest adjacent grade.

**MOTIONS FOR CONSIDERATION:**

1. Motion to find that the proposed text amendment is consistent with the 2020 Land Development Plan and is reasonable and in the Public Interest (Worksheet attached)
2. Motion to adopt the text amendment to the Land Development standards as provided (or as amended) in the attached Ordinance.

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

**ATTACHMENTS:**

1. Staff Report
2. Current Ordinance
3. Planning Board Minutes, and Consistency Statement Report
4. Consistency Statement Work Sheet
5. Draft Ordinance

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** This is a Planning Board initiated text amendment.

## **Board of Aldermen Staff Report**

Subject: Text Amendment to the Land Development Standards (LDS) regarding the measurement of building height.  
Ordinance Section: 4.4  
Applicant: The Planning Department  
Meeting Date: January 22, 2019

### **Background:**

At the Planning Board's direction, staff is bringing forward recommendations for a text amendment to clarify the Town measures building height. The Board and staff identified discussed issues related to interpreting the ordinance over three Planning Board meetings and has made several recommendations to change the ordinance. Staff consulted with architect Odell Thompson who also attended one of the Planning Board meetings, current Land Development Standards and building codes, and the "as-built" precedent around Town.

In addition to eliminating confusion for how the ordinance is interpreted, the goals of this text amendment are to:

- 1) maintain a certain scale within zoning districts, not changing the table of dimensional standards by district (Table 2.4) which already limits building height by story, but by also limiting the overall building height within all residential districts where there is often pitched-roof design;
- 2) work with the Town's topography to measure from the highest adjacent grade and be consistent with what is currently built around Town;
- 3) accommodate both commercial and residential styles of structures, clarifying interpretation on pitched versus flat-roofed structures and making an allowance for the need to elevate buildings within floodplains;
- 4) give architects and designers leeway in designing to the guidelines and the context without being too proscriptive so that the Town encourages good design.

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

In the Waynesville: Our Heritage, Our Future, 2020 Land Development Plan, one of the stated actions is to "Revise the Zoning Ordinance, other development ordinances and the zoning map to reflect the Land Use Map and concepts contained in the plan." (4-2). Additionally there is an objective to "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." (4-5).

Clarifying the way in which the Town measures building height will re-inforce the goal of keeping new construction within the scale and dimensional requirements of the designated zoning districts. Additionally, the Planning Board intentionally framed the proposed ordinance so that a maximum scale

of height was imposed on residential districts as a design guideline to “control development in appropriate areas and incorporate design criteria into the Town’s development ordinances,” (4-6).

## **Recommended Text Amendment**

The Planning Board reviewed and revised the attached text to replace LDS Section 4.4, to add a footnote to Section 2.4.1 The dimensional standards table for residential districts to place an overall cap on height, and to update the definition of “Basement” in Section 17.4 The current version is also attached for reference along with the Consistency Statement adopted by the Planning Board.

## **Recommended Motions**

1. To find that updates to LDS Section 4.4 are Consistent with the Comprehensive Plan and are reasonable and in the public interest (per identified findings; see worksheet)
2. To approve the text amendment changes to the Land Development Standards as provided (or as amended).

## **Attachments:**

1. Current Ordinance
2. Minutes and Report with Consistency Statement from the Planning Board
3. Consistency Worksheet
4. Recommended Ordinance

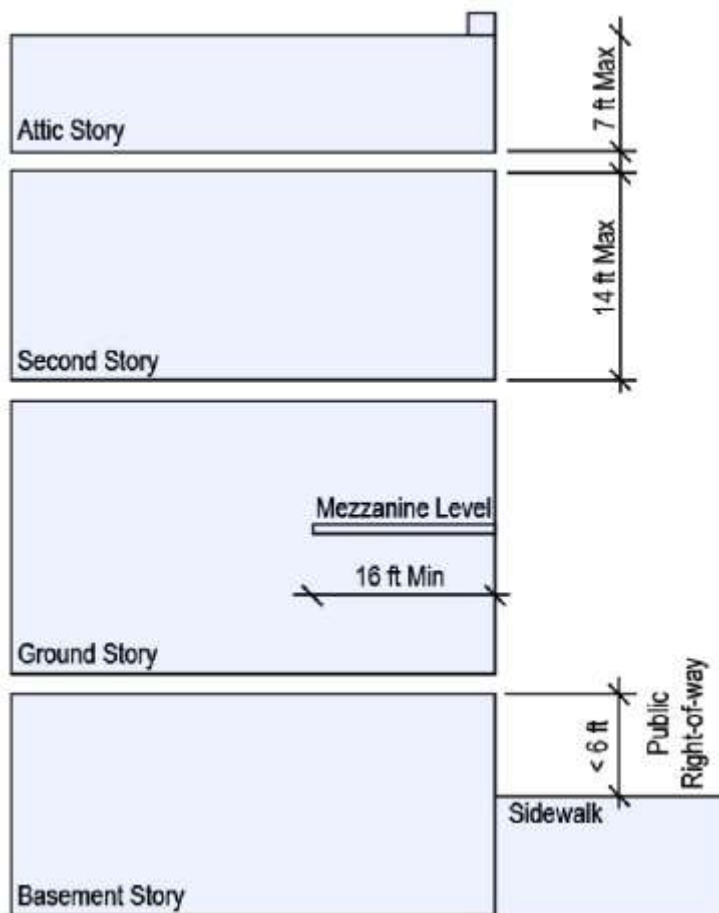
Excerpts from the Town of Waynesville Land Development Standards: Sections 4.4, 2.4.1, and 17.4  
For Reference in Text Amendment Hearing, January 22, 2019

#### 4.4 - Measurement of Height.

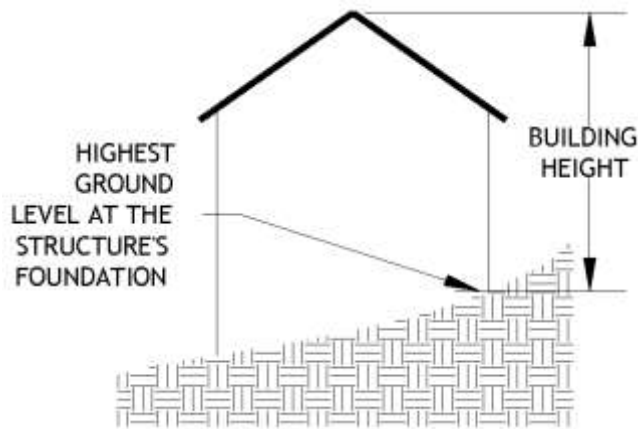
Building heights shall be as specified in [Section 2.4](#) and shall be determined according to the provisions below.

##### 4.4.1 Story.

A story is a habitable level within a building of no more than 14 feet in height from finished floor to finished ceiling. Unoccupied attics less than 7 feet in height and raised basements less than 6 feet in height (as measured from the average grade of the fronting sidewalk) are not considered stories for the purposes of determining building height. A mezzanine shall be considered a story if it is contiguous with at least 60% of the building's front façade, is designed to be occupiable, and maintains an average depth of at least 16 feet. A penthouse shall be considered a story if it exceeds one-third of the area of the roof. The under-roof area with dormers does not count as a story.



#### 4.4.2 Dimensional Height Standards.



Where a specific dimension is used in the calculation of height it shall be measured from the highest ground level at the structure foundation to the highest point of the structure excluding chimneys and antennas.

#### 4.4.3 Items Not Included in Height Calculations.

The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas, and domes not intended for human occupancy, monuments, water towers, mechanical penthouses (provided they are set back 20 feet from the front elevation), observation towers, transmission towers, chimneys, smokestacks, conveyors, flagpoles, masts and antennas (provided evidence from appropriate authorities is submitted to the effect that such building or buildings will not interfere with any airport zones or flight patterns).

## 2.4 Dimensional Standards by District

### 2.4.1 Table of Dimensional Standards by Residential District

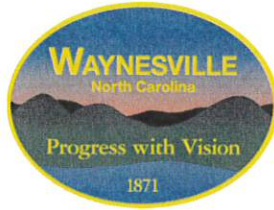
Standard	Residential – Low Density (RL)	Residential – Med Density (RM)	Neighborhood Residential (NR)	Urban Residential (UR)
<b>1. Applicable Districts</b>	CC-RL, EN-RL, FC-RL, HT-RL	CP-RM, D-RM, HM-RM, SW-RM	AC-NR, LL-NR, MS-NR, N-NR, PS-NR, PC-NR, RC-NR, SS-NR, WS-NR	EW-UR, H-UR
<b>2. Development Standards</b>				
a. Density (max base)	6 units/acre	8 units/acre	10 units/acre	16 units/acre
b. Density (max with SUP)	12 units/acre	12 units/acre	16 units/acre	24 units/acre
c. Civic Space (min) per CH 7	10% - Open Space Only	10%	5%	5%
<b>3. Lot Standards</b>				
a. Lot Area –House	½ acre	¼ acre	⅓ acre	⅓ acre
b. Lot Area – All bldg types with rear vehicular access	Subject to density	Subject to density	Subject to density	Subject to density
c. Lot Width (min) - With rear vehicular access	60 ft n/a	50 ft 16 ft	50 ft 16 ft	50 ft 16 ft
d. Frontage at Front Setback	n/a	n/a	n/a	n/a
e. Pervious Surface (min)	20%	20%	10%	10%
<b>4. Building Setback (min)</b>				
a. Principal Front <sup>1</sup>	20 ft	10 ft	10 ft	10 ft
b. Street Side/Secondary Front <sup>1</sup>	20 ft	5 ft	5 ft	5 ft
c. Side (from adjacent lot)	10 ft	10 ft	10 ft	10 ft
d. Setback Between Bldgs	15 ft (10 ft)	6 ft	6 ft	6 ft
e. Rear	20 ft	6 ft	6 ft	6 ft
<b>5. Accessory Structure Setback</b>				
a. Side	5 ft	5 ft	5 ft	5 ft
b. Rear	5 ft	5 ft	5 ft	5 ft
c. Other Standards	See Section 4.6.3	See Section 4.6.3	See Section 4.6.3	See Section 4.6.3

<sup>1</sup> Where no right-of-way exists or if the right-of-way is only inclusive of the street pavement add 10 ft. See also 4.3.1.A.3.

<sup>2</sup> Customary storage as an accessory to residential use of the property

#### **17.4 Definitions, General**

**Basement** That lowest level or story of a building which has its floor below the grade of the fronting street.



To: Town of Waynesville Board of Aldermen  
From: Patrick McDowell, Chair, Town of Waynesville Planning Board  
Date: January 22, 2019  
Subject: Report to the Aldermen and Text Amendment Statement of Consistency  
Description: Clarification to the Land Development Standards Section 4.4

At their January 7, 2019 special called meeting, the Planning Board followed a worksheet that reflects the exact wording of NCGS 160A-383, and broke up their findings into two parts made by separate motions. The Board then took a vote on their recommendation.

In regards to a Text Amendment to the Land Development Standards Section 4.4 (pursuant to the worksheet):

✓ The Planning Board hereby adopts and recommends to the Governing Board the following statement(s) :

1. The zoning amendment **is approved and is consistent with the Town's comprehensive land use plan** because:

*It clarifies the way the town measures building height and will re-enforce the goal of keeping new construction within scale and dimensional requirements of the designated zoning districts.*

This motion was made by Susan Teas Smith and seconded by Board Member Robert Herrmann. The motion passed unanimously.

2. The zoning amendment and **is reasonable and in the public interest** because:

*The text amendment works with the town's topography to measure from the highest adjacent grade; accommodates both commercial and residential styles of structures; and clarifies application to both flat and pitched roof structures; and gives some flexibility to design professionals without being too proscriptive.*

This motion was made by Board Member Susan Smith and seconded by Board Member Anthony Sutton. The motion passed unanimously.


☐ The zoning amendment **is rejected because it is inconsistent with the Town's comprehensive land plan and is not reasonable and in the public interest** because \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ In addition to approving this zoning amendment, this approval is **also deemed an amendment to the Town's comprehensive land use plan**. The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



A motion was made by Board Member Bob Herrmann, and seconded by Board member Susan Smith to recommend the text amendment to the Board of Aldermen. The motion passed unanimously.

  
Patrick McDowell, Planning Board Chair, Date

  
Michelle Baker, Clerk, Date



## CONSISTENCY STATEMENT WORKSHEET

Date: January 22, 2019

Description: Clarification to the Land Development Standards Section 4.4

In accordance with NCGS 160A-383, the Town of Waynesville Board of Aldermen find that in regards to a Text Amendment to the Land Development Standards Section 4.4 with cross references 20 Section 2.4.1 and 17.4:

The Board hereby adopts the following statement(s) :

☐ The zoning amendment **is approved and is consistent with the Town's comprehensive land use plan** because: \_\_\_\_\_

\_\_\_\_\_

The zoning amendment **and is reasonable and in the public interest because:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ The zoning amendment **is rejected because it is inconsistent with the Town's comprehensive land plan and is not reasonable and in the public interest** because \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

☐ In addition to approving this zoning amendment, this approval is **also deemed an amendment to the Town's comprehensive land use plan.** The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Board Member \_\_\_\_\_, made a motion, seconded by \_\_\_\_\_

The motion passed \_\_\_\_\_. ( *vote results here* )

\_\_\_\_\_  
Gavin Brown, Mayor, Date

\_\_\_\_\_  
Eddie Ward, Clerk, Date

## **ORDINANCE NO. O-03-19**

### **AN ORDINANCE AMENDING THE TEXT OF THE TOWN OF WAYNESVILLE LAND DEVELOPMENT STANDARDS**

**WHEREAS**, the Town of Waynesville has the authority, pursuant to Part 3 of Article 19 of Chapter 160A of the North Carolina General Statutes, to adopt land development regulations, clarify such regulations, and may amend said regulations from time to time in the interest of the public health, safety and welfare; and

**WHEREAS**, the Town of Waynesville Planning Board has reviewed the proposed amendment at a notified public hearing, and adopted a Statement of Consistency with findings that the ordinance is consistent with the 2020 Comprehensive Land Development Plan, and that the Ordinance is both reasonable and in the public interest, and voted to recommend its enactment by the Board of Aldermen; and

**WHEREAS**, the Town of Waynesville Board of Aldermen reviewed the proposed amendment and adopted a Statement of Consistency with findings that the text amendment is consistent with the 2020 Comprehensive Land Development Plan and is both reasonable and in the public interest, prior to this ordinance; and

**WHEREAS**, after notice duly given, a public hearing was held on January 7, 2019 during a special called hearing of the Town's Planning Board; and, after notice duly given, a second public hearing was held on January 22, 2019 during a regularly scheduled Board of Aldermen Meeting;

**NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON JANUARY 22, 2019 AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

**Part I: Replacement of Section 4.4 of the Land Development Standards, with the following text and illustrations:**

#### **1.4 - Measurement of Building Height.**

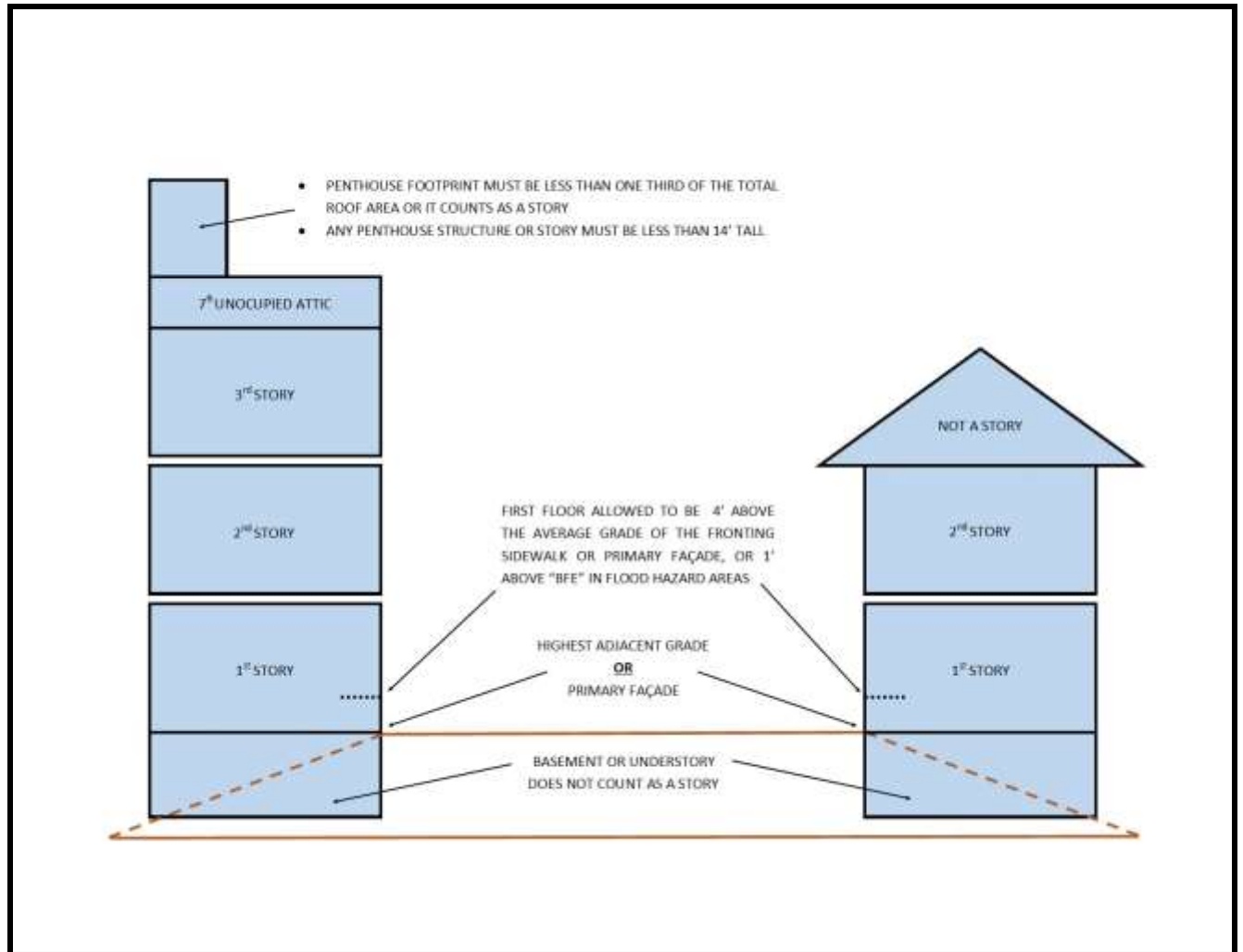
##### **4.4.1 Applicability**

Building heights shall be specified in Section 2.4, Dimensional Standards by District and use "stories" as the standard unless otherwise regulated in Chapter 5 Building and Development Design. Where a specific dimension is used in the calculation of maximum height for certain types of buildings in Chapter 5, the height shall be measured from the highest adjacent grade to the highest point of the structure **or** at the structure's "primary façade." Wherever one Section of the Town's Land Development Standards may differ from another, the more restrictive ordinance shall apply. All structures are subject to regulations under the North Carolina State Building Codes in addition to this Section.

#### 4.4.2 Measurement of Building Height

The Town regulates building height by limiting the number of allowable stories within zoning district types in accordance with Section 2.4 of the Land Development Standards. In addition, the following regulations apply:

- A. Maximum within residential districts: All structures within residential districts (RL, RM, NR, and UR), including mixed-use overlays, are limited to a maximum height of 60' as measured from the highest adjacent grade to the top of a flat roof or the peak of a sloped roof. The 60' maximum is inclusive of floodplain elevations and the number of stories allowed in Section 2.4.1 Table of Dimensional Standards by Residential District.
- B. Maximum height and measurement of a story: A story is a habitable level within a building of no more than 14 feet in height from finished floor to finished floor, not including space above the eaves and within the slope structure of a pitched roof. The number of stories is measured from the highest adjacent grade **or** at the structure's "primary façade." The primary façade is that side of the building that is considered the front of the structure architecturally, and that contains the primary entrance or front door.
- C. Flat-roof or parapet design: For buildings with flat roofs, unoccupied attics or building caps less than 7 feet in height are not considered stories for the purposes of determining building height. A penthouse on top of a flat roof shall be considered as a story only if it equals or exceeds one-third of the total roof area. A penthouse structure that is less than one-third of the total roof area will not count toward the number of stories of the building but must also be less than 14' in height.
- D. Pitched roof design: For buildings with pitched roofs, lofts, attic space or cathedral ceilings within the slope of the roof structure, with or without dormers or vents, are not considered stories.
- E. Allowance for foundations, basements and floodplain ordinance compliance: For either pitched or flat roofed structures, the first floor may be up to 4' above the average grade of the fronting sidewalk or primary facade, or be one foot (1') above base flood elevation for the lot if within a special flood hazard area. Basements or under-stories below the highest adjacent grade and facing away from the structure's primary façade, do not count as stories for the measurement of building height.
- F. Illustration:



#### 4.4.3 Items Not Included in Height Calculations.

The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas, and domes not intended for human occupancy, monuments, water towers, mechanical penthouses (provided they are set back 20 feet from the front elevation), observation towers, transmission towers, chimneys, smokestacks, conveyors, flagpoles, masts and antennas (provided evidence from appropriate authorities is submitted to the effect that such building or buildings will not interfere with any airport zones or flight patterns). See Chapter 3 Supplemental Standards related to communication towers and wireless communication facilities.

**Part 2: Amend footnotes to cross –reference with Table 2.4.1 of Dimensional Standards by Residential District.**

- A. Eliminate “4 & 5” marking that does not refer to a footnote.
- B. Add footnote to Table 2.4.1: “ 3. A maximum of 60’ in Building Height from highest adjacent grade to highest point on a roof.”

**Part 3: Amend Chapter 17.4 Definitions to cross-reference change in Section 4.4 to read:**

Basement: The lowest level ~~or story~~ of a building which has its floor below the grade of the fronting window.

**ADOPTED** this 22nd Day of January, 2019.

TOWN OF WAYNESVILLE

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Gavin A. Brown, Mayor

ATTEST:

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Eddie Ward, Town Clerk

APPROVED AS TO FORM:

---

William E. Cannon, Jr., Town Attorney



## TOWN OF WAYNESVILLE Planning Board

9 South Main Street  
Waynesville, NC 28786  
Phone (828) 456-8647 • Fax (828) 452-1492  
[www.waynesvillenc.gov](http://www.waynesvillenc.gov)

### Chairman

Patrick McDowell (Chairman)

### Planning Board Members

Anthony Sutton (Vice-Chairman)

Marty Prevost

Robert Herrmann

Jason Rogers

H.P. Dykes, Jr.

Pratik Shah

Ginger Hain

Susan Teas Smith

### Development Services

#### Director

Elizabeth Teague

## MINUTES OF THE TOWN OF WAYNESVILLE PLANNING BOARD Regular Meeting Town Hall – 9 S Main St., Waynesville, NC 28786 January 7, 2019

THE WAYNESVILLE PLANNING BOARD held a special meeting on January 7, 2019, at 5:30 p.m. in the board room of the Town Hall, 9 South Main Street, Waynesville, NC.

### A. CALL TO ORDER

Chairman Patrick McDowell called the meeting to order at 5:30 p.m.

The following members were present:

Patrick McDowell (Chairman)

Anthony Sutton

Robert Herrmann

Jason Rogers

Pratik Shah

Ginger Hain

Susan Teas Smith

The following members were absent:

Marty Prevost

Bucky Dykes

The following staff members were present:

Elizabeth Teague, Development Services Director

Jesse Fowler, Planner

Chelle Baker, Administrative Assistant



1. Welcome/Calendar/Announcements

Chairman Patrick McDowell welcomed everyone and went over the following calendar for the following Planning Board Meetings, adjusted to avoid the Martin Luther King Day and President's Day Holidays:

- Tuesday, January 29, 2019 at 5:30 p.m. at Town Hall
- Monday, February 25, 2019 at 5:30 p.m. at Town Hall

2. Adoption of Minutes

***A motion was made by Board Member Anthony Sutton, seconded by Board Member Susan Smith to approve the minutes of the December 17, 2018 planning board meeting. The motion passed unanimously.***

**B. BUSINESS**

1. Public hearing on text amendment to the Land Development Standards, Section 4.4 Related to Building Height (Legislative Proceeding).

Ms. Elizabeth Teague, Director of Development Services, presented the Board with background information stating that at the Board's direction to staff was to bring forward recommendations of a text amendment for the purpose of eliminating confusion in how the Town measures building height. She advised that the Board and staff had identified several issues related to interpreting ordinance 4.4 and had made several recommendations to change the ordinance in previous meeting discussions. She also advised that staff had consulted with current and past ordinances, building codes, "as built" precedents around town, and with architect Odell Thompson, who also attended the last Planning Board meeting. She listed the following goals of the text revision to the Board:

- 1) Maintain a certain scale within zoning districts, not changing the table of dimensional standards by district (table 2.4), and limiting overall building height;
- 2) Work with the Town's topography to measure from the highest adjacent grade;
- 3) Accommodate both commercial and residential styles of structures, and clarifying interpretation on pitched versus flat-roofed structures;
- 4) Give architects and designers some leeway in designing to the guidelines and the context without being too proscriptive.

Staff feels this project is consistent with the 2020 Land Development Plan. Ms. Teague informed the Board that in the Waynesville: Our Heritage, Our Future, 2020 Land Development Plan, one of the stated actions is to "Revise the Zoning Ordinance, other development ordinances and the zoning map to reflect the Land Use Map and concepts contained in the plan." (4-2). Additionally there is

an objective to “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.”(4-5).

Ms. Teague advised that clarifying the way in which the town measures building height will reinforce the goal of keeping new construction within the scale and dimensional requirements of the designated zoning districts.

Ms. Teague began to review the proposed ordinance and asked the Board members for their input. She explained that the draft would replace Section 4.4 of the Land Development Standards, with the following text and illustrations. Planning Board comments from the last meeting are incorporated into the draft and shown in *red italics*.

#### **4.4 - Measurement of Building Height.**

##### **4.4.1 Applicability**

**Building heights shall be specified in Section 2.4, Dimensional Standards by District and use “stories” as the standard unless otherwise regulated in Chapter 5 Building and Development Design. Where a specific dimension is used in the calculation of maximum height for certain types of buildings in Chapter 5, the height shall be measured from the highest adjacent grade to the highest point of the structure or at the structure’s “primary façade.” Wherever one section of the Town’s Land Development Standards may differ from another, the more restrictive ordinance shall apply. All structures are subject to regulations under the North Carolina State Building Codes in addition to this section.**

Ms. Teague advised there were no changes to the first section 4.4.1 of the ordinance. Section 4.4.2 however does incorporate some suggested changes:

##### **4.4.2 Measurement of Building Height *by Story***

***All structures within residential districts (RL, RM, NR, and UR), including mixed-use overlays shall have a maximum height of 60’ from the highest adjacent grade to the top of a flat roof or the peak of a sloped roof regardless of floodplain elevation and inclusive of the number of stories allowed in Section 2.4.1 Table of Dimensional Standards by Residential District.***

Ms. Teague asked the Board to provide clarification from the last meeting on the sixty feet maximum height. She asked the Board if they wanted that applied to only residential or if that would apply all across town to commercial as well.

Board Member Jason Rogers discussed the Town’s standards set in Regional Center of 4-5 stories, he advised in commercial areas, the breakup of building height of twelve feet per story on a five story allowed building already equals sixty feet; therefore, adding a cornice or crown onto that for architectural feature and the sixty feet could be a problem. He also stated that to meet the ordinance commercial buildings sometimes add a parapet to hide rooftop equipment and that could exceed that sixty foot number as well.

Board Member Bob Herrmann stated that he felt buildings in our town with excessive height would turn it from a rural looking town into an urban town and that the buildings should not exceed more than four stories and sixty feet maximum would work.

Chairman McDowell stated that lowering the residential and certain segments of town at the sixty feet maximum was agreeable to him, but he felt there needed to be latitude with the commercial area. He brought up examples of possible future commercial growth. Board Member Susan Smith also brought up examples that would be commercial five stories such as a college building or a hospital. Chairman McDowell reminded the Board that the standards already have been approved and set at five stories in the commercial district; therefore, it is already identified as being different.

Ms. Teague referred the Board of the existing table of dimensional standards that had been provided for them. She pointed out that it lists the number of allowed stories by district and that the Central Business District and Regional Center District were the only two districts where up to five stories are allowed. She advised that she was concerned about setting a cap of a sixty foot maximum within these commercial districts because of similar concerns voiced by Mr. Rogers.

Chairman McDowell added that he did like the residential feel of sixty feet maximum height cap which he felt keeps the town feeling like a small town, but that commercial growth shows vitality and although one hundred feet may not be needed, sixty feet with a cap commercially would not be enough.

Board Member Rogers stated that a commercial building with five stories at fourteen feet per story equaled seventy feet and then adding four to five feet for a parapet to hide equipment, would total seventy four to seventy five feet.

Ms. Teague presented a couple of commercial building height examples to the Board from in town:

- Waynesville Towers- 56 feet
- Hampton Inn (Currently Permitted) – 57 Feet  
4 stories with a parapet and a flat roof

Board Member Rogers brought up for consideration and discussion the following maximum height numbers; sixty feet on three stories, eighty feet on four stories, and one hundred feet on five stories. He also gave an example of building height in the Commercial Business District of the justice center, courthouse parking garage as six floors. He questioned the idea that if the hospital is ever replaced in the future in town and a new parking garage needed, then how it could be built if the height was restricted at not more than sixty feet. Discussion continued by Board Members over these measurements and how special exceptions, variances, and hardship requirements are applied.

Chairman McDowell recommended that for now since Board members were in agreement on residential districts having a sixty feet maximum height, then the residential portion be applied now and to come back later with more discussion about refining commercial and low density neighborhoods.

Ms. Teague reminded the Board of their past discussion and that she thought this was not about changing the number of stories, but about capping the maximum height for structures with pitched – roofs so that residential districts were limited in scale. Ms. Teague advised that for the Regional Center District and Central Business District there should not be a “maximum height cap” because the cap is set at five stories. She agreed with the caution of Chairman McDowell and Board Member Rogers that if there was a cap in these areas that it may cause a design issue. Board Member Susan Smith asked about the no cap versus a limit of seventy five feet. Ms. Teague reminded that as written now each story has the possibility to be up to fourteen feet. Board Member Pratik Shah asked what the tallest building in downtown was and Ms. Teague answered that she felt this was probably Waynesville Towers at five-six stories high with a totality of fifty six feet. Board Member Susan Smith stated that if that building had been designed differently and more in line architecturally, with a design feature at the top, then this measurement would be different and much higher.

Ms. Teague told the Board that for this version of the draft she had applied the sixty feet to Table 2.4.1 to just the residential districts and not to the mixed use and commercial districts. There was no change made to the number of stories in the table. She also reviewed the suggested change of the footnote to Chapter 4.4 stating that under no circumstances could any structure be higher than sixty feet in building height from highest adjacent grade to the highest point on a roof. She also pointed out the suggested change of clarifying the basement issue as well from the last meeting.

Board Member Susan Smith clarified that with these changes, a commercial builder would have restrictions without an overall cap if in one of the mixed-use or commercial districts. Ms. Teague verified that was correct. She also confirmed that as written, the maximum cap of sixty feet would apply to the low-density, medium-density, residential or urban residential districts.

The Board went on to review the draft ordinance regarding flat roofs and pitched roofs:

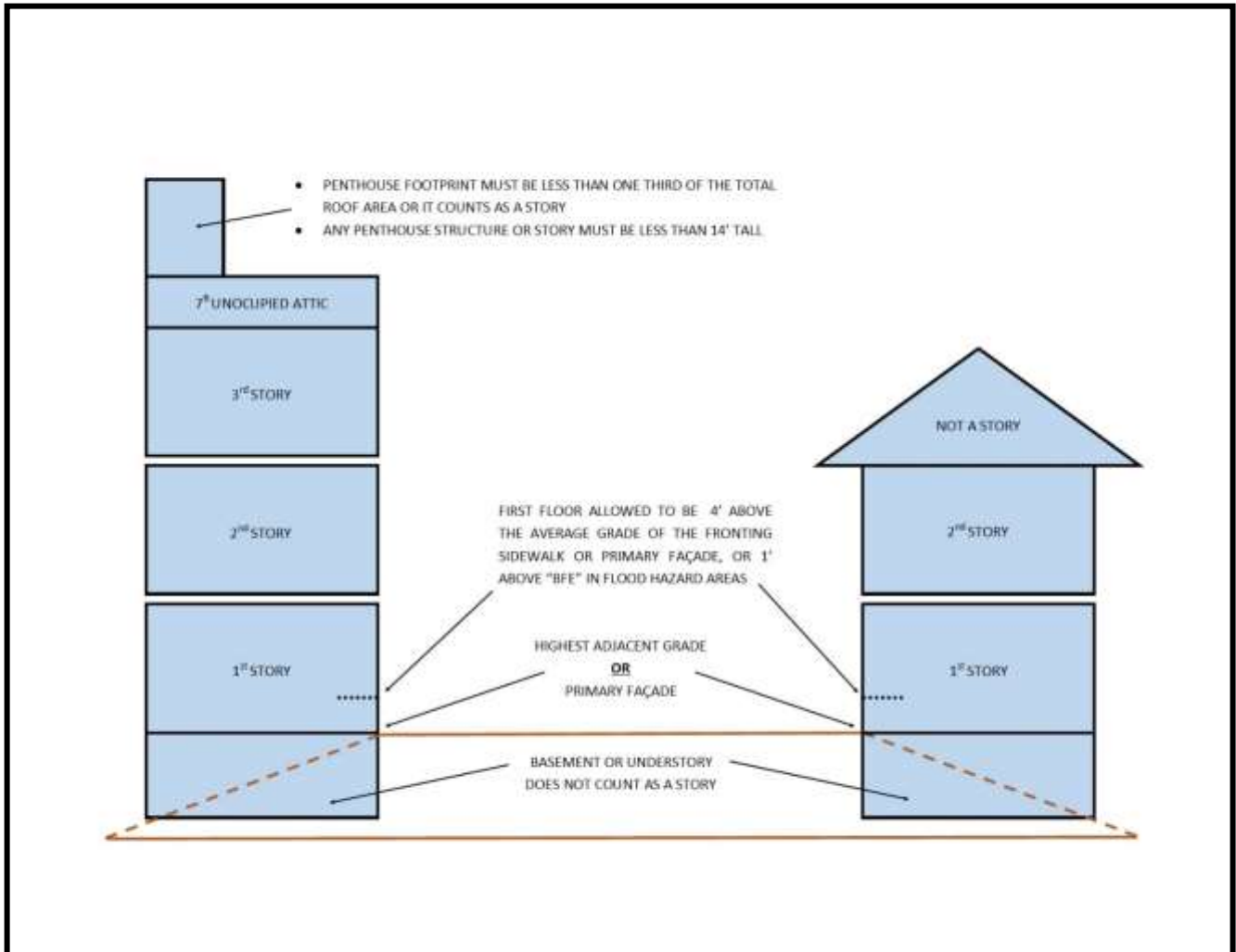
**A story is a habitable level within a building of no more than 14 feet in height from finished floor to finished floor, *not including space above the eaves and within the slope structure of a pitched roof.* The number of stories is measured from the highest adjacent grade or at the structure's "primary façade." The primary façade is that side of the building that is considered the front of the structure architecturally, and that contains the primary entrance or front door.**

**For buildings with flat roofs, unoccupied attics or building caps less than 7 feet in height are not considered stories for the purposes of determining building height. A penthouse on top of a flat roof shall be considered as a story only if it is equal to or exceeds one-third of the total roof area. *A penthouse structure that is less than one-third of the total roof area must be 14' or less in height.***

**For buildings with pitched roofs, *uninhabitable lofts*, attic space or cathedral ceilings within the slope of the roof structure, with or without dormers or vents, are not considered stories. *for the purposes of determining building height. Habitable space within the pitched roof structure with dormers are considered stories.***

Chairman McDowell clarified that with this change they were now limiting on two fronts. First, the number of stories, therefore, someone could not build six stories at eight feet per story with two feet in between with a flat roof and be at sixty feet. Although, they would meet the height requirement they would have exceeded the story cap. And the Second limitation being height in residential districts so that someone could not build three stories with a big pitched roof and exceed sixty feet. They would exceed the height requirement. He reviewed that therefore overall, both standards would need to be met.

Ms. Teague referred the Board to the proposed diagram that illustrated the draft text and to the fact that Section 4.4.3 which refers to Items not included in the building height calculation is the same as what is currently written. She also noted the proposed addition of the footnote discussed related to maximum building height in residential districts and a small change in the definition of a story to avoid confusion at the suggestion from Mr. Rogers at the last meeting.



#### 4.4.3 Items Not Included in Height Calculations.

The height limitations of this Ordinance shall not apply to church spires, belfries, cupolas, and domes not intended for human occupancy, monuments, water towers, mechanical penthouses (provided they are set back 20 feet from the front elevation), observation towers, transmission towers, chimneys, smokestacks, conveyors, flagpoles, masts and antennas (provided evidence from appropriate authorities is submitted to the effect that such building or buildings will not interfere with any airport zones or flight patterns). See Chapter 3 Supplemental Standards related to communication towers and wireless communication facilities.

*Part 2: add footnote to Table 2.4.1 of Dimensional Standards by Residential District stating: a maximum of 60' in Building Height from highest adjacent grade to highest point on a roof.*

*Part 3: amend Chapter 17.4 Definitions to read:*

**Basement:** *The lowest level ~~or story~~ of a building which has its floor below the grade of the fronting window.*

Discussion took place among the Board members and staff regarding the primary façade. Chairman McDowell advised that the Board would measure beginning from where it would be determined by

the town to be the primary front façade. Ms. Teague gave caution to be careful to say architecturally what the front is and what isn't. After much discussion, Chairman McDowell reminded the Board that there would be times in this determination to rely on help from the staff as well. Ms. Teague also reminded the Board that the ordinance gave a choice of "highest adjacent grade" or "primary façade" so this could be of help in times of confusion.

There was discussion of the need to allow flexibility for buildings to be elevated one foot above projected base flood elevations or to allow a home to be on a raised foundation. There was discussion regarding the allowance of penthouse structures as long as they were equal to or less than one-third of the total roof area. Ms. Teague informed the Board that one of the ideas coming out of the Comprehensive Plan steering committee was to allow the use of roof-top dining in commercial areas.

Chairman McDowell referred the Planning Board to the Consistency Statement Worksheet. Discussion of Board members for consideration of the text amendment consistency statement took place. Board Member Robert Herrmann advised that he was in favor of applying the text amendment and the proposed cap to all four residential district types. Board Member Ginger Hain stated that she was in favor of the text amendment for the residential areas and needed more information and study for the commercial areas. Board Member Susan Smith advised that she felt this text amendment was where it needed to be for now. She stated that in the residential district it helped to maintain the residential character of neighborhoods. Board Member Pratik Shah advised that he liked the way the Board is going in this text amendment. He stated that he would need more information regarding the commercial and downtown area, including a topographical area study, which would be helpful in computing maximum building height in relation to that area. Board Member Anthony Sutton stated that he felt the text amendment was the right direction and that it allowed for future growth. Board Member Jason Rogers stated he was good with the text amendment.

***A motion was made by Board Member Susan Smith, seconded by Board Member Robert Herrmann that the text amendment to LDS Section 4.4 Building Height is approved and is consistent with the Town's comprehensive land use plan because it clarifies the way the town measures building height and will re-enforce the goal of keeping new construction within scale and dimensional requirements of the designated zoning districts. The motion passed unanimously.***

***A motion was made by Board Member Susan Smith, seconded by Board Member Anthony Sutton that the text amendment to LDS Section 4.4 Building Height is reasonable and in the public interest because it works with the town's topography to measure from the highest adjacent grade; accommodates both commercial and residential styles of structures; and clarifies application to both flat and pitched roof structures; and gives some flexibility to design professionals without being too proscriptive. The motion passed unanimously.***

***A motion was made by Board Member Robert Herrmann, seconded by Board Member Susan Smith to send the revised, proposed text amendment to LDS Section 4.4 Building Height to the Board of Aldermen. The motion passed unanimously.***

**C. PUBLIC COMMENT /CALL ON THE AUDIENCE**

No one spoke

Chairman McDowell gave a review of the calendar that this text amendment would go before the Board of Aldermen on January 22, 2019 at the next Board of Aldermen meeting.

**D. ADJOURN**

***With no further business, a motion was made by Bob Herrmann, seconded by Anthony Sutton to adjourn the meeting at 8:38 p.m. The motion passed unanimously.***

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Chelle Baker, Administrative Assistant

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Patrick McDowell, Chairman



**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Public Hearing to consider an Affordable Housing Policy

**AGENDA INFORMATION:**

**Agenda Location:** Public Hearing  
**Item Number:** D6  
**Department:** Administration  
**Contact:** Rob Hites, Town Manager  
**Presenter:** Rob Hites, Town Manager

**BRIEF SUMMARY** The staff has held numerous calls and visits from organizations that wish to construct affordable rental and for sale housing in Waynesville. One of the most frequent questions is whether the Town has a program to help reduce the cost of the development through grants or incentives. The General Statutes give a town the ability to provide grants to affordable housing developments so long as the developer is willing to stipulate through contract that they will rent or sell their product to low to moderate income clients. Given the interest that we are receiving in this area we recommend that you adopt a policy establishing the process the Town would use to consider requests for incentive grants to promote affordable housing.

**MOTION FOR CONSIDERATION:** To approve the adoption of an Affordable Housing Policy for the Town of Waynesville

**FUNDING SOURCE/IMPACT:** Affordable Housing Grants may be funded through General, Water, Sewer, and Electric funds depending on the area where the grants are targeted. Ex. If the grant is to extend a water line the water fund may provide the grant. If the grant is to provide “closing costs” for housing the General Fund may supply the grant.

**ATTACHMENTS:**

- Draft Policy

**MANAGER’S COMMENTS AND RECOMMENDATIONS:** As with Economic Development Grants it is best to have an adopted Policy when considering making grants. The presence of a policy shows that the Board is following an adopted program rather than making arbitrary funding decisions.

## **TOWN OF WAYNESVILLE AFFORDABLE HOUSING POLICY**

### **POLICY STATEMENT:**

It is the policy of the Town of Waynesville to promote affordable rental and owner occupied housing within its corporate limits. In the spirit of this policy the Town Board may find it necessary to stimulate development of affordable housing opportunities by offering incentive grants to offset development costs associated with the construction and occupancy of such housing. Such grants may be used to offset the cost of expenses including, but not limited to: environmental testing, clearing, grading, stormwater mitigation, water/wastewater/power line extensions road construction and buying down the construction cost of the project, closing costs and sales price and rental subsidies.

### **CRITERIA FOR INCENTIVE CONSIDERATION:**

The Town will entertain requests for incentives on a case by case basis and will weigh their merit according to the following:

- Incentives may be granted for location and construction of a specific affordable housing development where the Town's participation will have an immediate impact on the ability of low to moderate income residents to rent or purchase dwellings. The Town will evaluate projects to determine the economic feasibility of such a development and the extent to which the Town may reasonably provide grants or loans. The Town shall determine the "gap" between the construction cost of the development and the rental or sales price for persons who qualify under USDA, HUD, Habitat for Humanity or State guidelines of the median household income for low to moderate income and assess its ability bridge the "gap".
- The Town will evaluate the impact of the request on the rental or sales price of the development to determine the extent to which it may aide in lowering rents or sales prices to a meaningful level.
- The dwelling design and floorplan will be studied to insure that it is efficiently and economically designed and it is energy efficient and economical to maintain.
- The applying party must be a business, nonprofit corporation or a CHDO (Community Housing Development Organization) with a successful track record in the development and construction of low to moderate income housing.
- The business, nonprofit or CHDO must be willing to guarantee, through contract, that their program will meet the income guidelines as set forth in either USDA or HUD and that housing sale prices will be set to qualify low to moderate income purchasers through the sell-out of the development.

- The recipient party shall reimburse the Town for any grants should the project not be completed. If only a portion of the project is completed the Town shall be reimbursed for that percentage of the project grant not completed.
- The Town shall approve any sale or assignment of the development to another qualifying party.
- The Town will take into consideration the tax value of the development in determining its ability to offer grants to affordable housing developments.

## **PROCEDURES:**

In concert with GS 160A-456 (b) and GS 157-4.1 the Town adopts the following procedures for requesting an affordable housing grant or loan:

The Applicant shall provide the following information in order to be considered for an affordable housing grant:

- A. Name, address and list of officers of the development entity.
- B. Number of years entity has been in business and list of affordable housing projects completed.
- C. Site Plan, dwelling floorplans and elevations, energy efficient features, phasing, projected buildout, proforma of development, projected unit costs, rents and sales prices.
- D. Target market,
- E. Funding sources
- F. Projected tax base at buildout

The project will be evaluated based on the efficiency of design, energy efficiency of the dwellings and cost. The staff will compare the unit cost or rents with the prices that the eligible clients can afford to determine the “gap” that needs to be funded.

The staff will determine the Town’s ability to meet the gap and estimate the payback in property taxes necessary to restore the grants of funds to Town’s fund balance.

The staff will recommend a course of action to the Town Board.

Should the Board wish to present the proposal to the Public it will set a date for a public hearing to solicit input. After such a hearing the Board will determine the amount of a grant to offer the applicant and direct the town attorney to prepare a contract outlining the terms of the grant.

The grant shall be paid to the applicant as construction progresses if the grant is to construct infrastructure. If the grant is to buy down the cost of the dwellings, the grants will be paid as the dwellings are completed.

Policy Effective Date: January 2019

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Gavin A. Brown, Mayor

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Board consideration to permit application for the 2019 Medford Grant

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E7  
**Department:** Development Services  
**Contact:** Elizabeth Teague, Development Services Director  
**Presenter:** Jesse Fowler, Planner

**BRIEF SUMMARY:**

The Medford Grant is a grant offered through the Mib and Phil Medford Endowment fund for the purposes of beautification in Waynesville. In the Spring of 2019, The Medford Endowment Fund will award \$12,480. Town staff recommends that the Board of Aldermen permit the Development Services department to apply for the Spring 2019 Medford Grant for the purpose of assisting in the funding of the Main Street beautification project which is being conducted by Nelson, Byrd, and Woltz Landscape Architects.

**MOTION FOR CONSIDERATION:**

1. Motion for the Board of Aldermen to approve application for the 2019 Medford Grant for the purpose of funding the Main Street beautification project.

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** 3-year Audit Proposal

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:** E8  
**Department:** Finance  
**Contact:** Dean Trader, Assistant Finance Director  
**Presenter:** Amie Owens, Assistant Town Manager

**BRIEF SUMMARY:** Ray, Bumgarner, Kingshill, and Associates have proposed a three year audit contract.

The proposed audit fee for each year would be \$27,500 plus any out of pocket costs. The fee for the preparation of the financial statements and preparation of the data input sheet to the LGC will be based on the actual time spent at the firm's standard hourly rate of \$95.00 per hour. The fee is based on the anticipated cooperation from Town's personnel and the assumption that unexpected circumstances will not be encountered during the audit.

The previous contract was for one year; however, with the retirement of Finance Director Eddie Caldwell, there has not been adequate time to develop any RFQ for audit services prior to this presentation as was planned. It is the hope of management that prior to the next renewal, and RFQ for services will be developed and sent out.

This would be to audit Fiscal Year 2018/2019; Fiscal Year 2019/2020 and Fiscal Year 2020/2021

Note:

The fees are the same as those paid over the past seven years; there has been no increase in this proposed contract cost.

**MOTION FOR CONSIDERATION:** To approve the audit proposal and authorize the Mayor to sign the Contract to Audit Accounts.

**FUNDING SOURCE/IMPACT:**

The proposed audit costs are funded as part of each fiscal year's budget.

**ATTACHMENTS:**

- Audit Proposal

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** Recommend Approval

**AUDIT PROPOSAL**

January 8, 2019

Mr. Gavin Brown  
Mayor  
Town of Waynesville  
280 Georgia Avenue  
Waynesville, NC 28786

Dear Mr. Brown:

This letter sets forth our proposal for the audit of the financial statements for the Town of Waynesville for the years ended June 30, 2019 through June 30, 2021. The audit will be conducted under generally accepted auditing standards, the Governmental Auditing Standards, provisions of the Uniform Guidance and the State Single Audit Implementation Act.

As you know, our firm has been the auditor for the Town of Waynesville for over thirty years.

Our firm's auditing practice consists mainly of six nonprofit and five municipal audit engagements. Our municipal audits consist of the Town of Waynesville, Waynesville Housing Authority, Town of Woodfin, Town of Robbinsville and Robbinsville Tourism Authority. Four of our audit engagements are conducted under the Uniform Guidance. They are Mountain Projects, Inc., Mountain View Housing, Town of Robbinsville, and Waynesville Housing Authority. The firm's three partners have over ninety years of combined auditing experience. The partner-in-charge of the Town of Waynesville audit has forty years of auditing experience, with over thirty years of auditing experience under the Uniform Guidance. The auditor-in-charge of the Town of Waynesville audit has fifteen years of auditing experience under the Uniform Guidance.

The fee for the three fiscal years beginning with the year ended June 30, 2019 through the year ended June 30, 2021 is estimated as follows:

Year Ended June 30, 2019:	\$27,500
Year Ended June 30, 2020:	\$27,500
Year Ended June 30, 2021:	<u>\$27,500</u>
Cumulative Total:	\$82,500



These fees are contingent on the finance officer providing us with the same assistance and information as he has in the prior fiscal year audits. The fees are also contingent upon no change in the finance officer and consistency in spending within federal and state expenditure programs. We will be available for consultation concerning financial and accounting matters at our regular standard hourly rates.

We will also prepare the financial statements under the GASB Statement No. 34 reporting model for the above three years. Our fee will be based on the actual time spent at our standard audit hourly rate of \$95.00 per man-hour.

**It is also important to remind you that as the partner-in-charge of this audit, I have made myself available to answer questions and to consult with management without management having to wait any length of time for a reply. Also, the auditor-in-charge has been involved in your audit for the past fourteen years and has a thorough knowledge of your organization.** Our firm has undergone eight peer reviews of our quality control system. Our latest peer review was a pass report. This is the highest standard that a firm can achieve.

If you have any questions, please let us know. If you agree with the terms of this proposal, please sign the enclosed copy and return it to us. It has been a pleasure working with you, and the Town of Waynesville's staff during these past years.

Sincerely yours,



Bruce A. Kingshill  
Certified Public Accountant

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

Title: \_\_\_\_\_

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



Ray,  
Bumgarner,  
Kingshill,

& Assoc., P.A.

Certified Public Accountants

William S. Ray, Jr., CPA  
Mark A. Bumgarner, CPA  
Bruce A. Kingshill, CPA

385 N. Haywood St., Suite 3  
Waynesville, NC 28786

January 8, 2019

Mayor and Board of Aldermen  
Town of Waynesville  
Waynesville, North Carolina

We are pleased to confirm our understanding of the services we are to provide the Town of Waynesville for the year ended June 30, 2019. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information including the related notes to the financial statements, which collectively comprise the basic financial statements of the Town of Waynesville as of and for the year ended June 30, 2019. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the Town of Waynesville's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the Town of Waynesville's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's Discussion and Analysis
2. Law Enforcement Officer's Special Separation Allowance Schedules
3. Schedule of Total Pension Liability as Percentage of Covered Payroll
4. Schedule of the Proportionate Share of the Net Pension Liability (Asset) – Local Government Employees' Retirement System
5. Schedule of Contributions – Local Government Employees' Retirement System
6. Schedule of Changes in Total OPEB Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI, such as combining and individual fund financial statements, that accompanies the Town of Waynesville's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the basic financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of Ad Valorem Taxes Receivable
2. Analysis of Current Tax Levy, Town-Wide Levy
3. Schedule of Transfers
4. Budgetary Comparison Schedules
5. Combining and Individual Fund Financial Statements

### **Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of the Town of Waynesville and other procedures we consider necessary to enable us to express such opinions. We will issue a written report upon completion of our audit of the Town of Waynesville's financial statements. Our report will be addressed to the Mayor and Board of Aldermen of the Town of Waynesville. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or may withdraw from this engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The report on internal control and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The paragraph will also state that the report is not suitable for any other purpose. If during our audit we become aware that the Town of Waynesville is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

### **Audit Procedures—General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the government or to acts by management or employees acting on behalf of the government. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

#### **Audit Procedures—Internal Control**

Our audit will include obtaining an understanding of the government and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

#### **Audit Procedures—Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the Town of Waynesville's compliance with the provisions of

applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

### **Other Services**

We will also assist in preparing the financial statements and related notes of the Town of Waynesville in conformity with U.S. generally accepted accounting principles based on information provided by you. We will also assist in preparing the unit data input file for uploading to the Local Government Commission. These non-audit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statement services previously defined. We, in our sole professional judgement, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

### **Management Responsibilities**

Management is responsible for designing, implementing and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; following laws and regulations; and ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles, for the preparation and fair presentation of the financial statements and all accompanying information in conformity with U.S. generally accepted accounting principles, and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report.

You are responsible for the preparation of the supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have

reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements and related notes and any other non-audit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and related notes and the unit data input file and that you have reviewed and approved the financial statements and related notes and the unit data input file prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the non-audit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

#### **Engagement Administration, Fees, and Other**

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

We will provide copies of our reports to management of the Town of Waynesville and the Board of Aldermen; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Ray, Bumgarner, Kingshill & Associates, P.A. and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to funding agencies or its designee, a federal or state agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Ray, Bumgarner, Kingshill & Associates, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of five years after the report release or for any additional period requested by the cognizant or funding agencies. If we are aware that a

federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the parties contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit during September 2019 and to issue our reports no later than October 31, 2019. Bruce A. Kingshill is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for these services will be based on the actual time spent at our governmental hourly rates of \$95.00 per man-hour. Our invoices for these fees will be rendered periodically as work progresses and are payable on presentation. Based on our estimate for an audit of the financial statements, the fee for the audit should be in the range of \$27,500 plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, etc.). The fee for the preparation of the financial statements and preparation of the data input sheet to the LGC will be based on the actual time spent at our standard hourly rate of \$95.00 per man-hour. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

*Government Auditing Standards* require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

Parties to this engagement agree that any dispute that may arise regarding the meaning, performance, or enforcement of this engagement will, prior to resorting to litigation, be submitted to mediation upon the written request of any party to the engagement. All mediations initiated as a result of this engagement shall be administered by the American Arbitration Association (AAA). The results of this mediation shall be binding only upon agreement of each party to be bound. Both parties shall share costs of any mediation proceeding equally.

We appreciate the opportunity to be of service to the Town of Waynesville and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,



Bruce A. Kingshill  
Certified Public Accountant

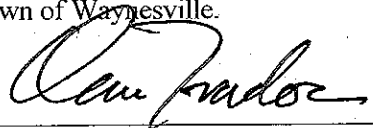
Enclosure

RESPONSE:

This letter correctly sets forth the understanding of the Town of Waynesville.

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Gavin Brown



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Dean Trader



\_\_\_\_\_  
Mayor  
Title

\_\_\_\_\_  
Date



\_\_\_\_\_  
Finance Director  
Title

1/11/2019  
Date

The	Governing Board
of	Primary Government Unit Town of Waynesville
and	Discretely Presented Component Unit (DPCU) (if applicable)

*Primary Government Unit, together with DPCU (if applicable), hereinafter referred to as Governmental Unit(s)*

and	Auditor Name Ray, Bumgarner, Kingshill & Assoc., PA
	Auditor Address 385 N Haywood St., Waynesville NC 28786

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/19	Audit Report Due Date 10/31/19
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*Must be within four months of FYE*

hereby agree as follows:

1. The Auditor shall audit all statements and disclosures required by U.S. generally accepted auditing standards (GAAS) and additional required legal statements and disclosures of all funds and/or divisions of the Governmental Unit(s). The non-major combining, and individual fund statements and schedules shall be subjected to the auditing procedures applied in the audit of the basic financial statements and an opinion shall be rendered in relation to (as applicable) the governmental activities, the business- type activities, the aggregate DPCUs, each major governmental and enterprise fund, and the aggregate remaining fund information (non-major government and enterprise funds, the internal service fund type, and the fiduciary fund types).

2. At a minimum, the Auditor shall conduct his/her audit and render his/her report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards* if required by the State Single Audit Implementation Act, as codified in G.S. 159-34. If required by OMB *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act, the Auditor shall perform a Single Audit. This audit and all associated audit documentation may be subject to review by Federal and State agencies in accordance with Federal and State laws, including the staffs of the Office of State Auditor (OSA) and the Local Government Commission (LGC). If the audit requires a federal single audit performed under the requirements found in Subpart F of the Uniform Guidance (§200.501), it is recommended that the Auditor and Governmental Unit(s) jointly agree, in advance of the execution of this contract, which party is responsible for submission of the audit and the accompanying data collection form to the Federal Audit Clearinghouse as required under the Uniform Guidance (§200.512).

If the audit and Auditor communication are found in this review to be substandard, the results of the review may be forwarded to the North Carolina State Board of CPA Examiners (NC State Board).

**County and Multi-County Health Departments:** The Office of State Auditor will require Auditors of these Governmental Units to perform agreed upon procedures (AUPs) on eligibility determination on certain programs. Both Auditor and Governmental Unit agree that Auditor shall complete and report on these AUPs on

eligibility determination as required by OSA and in accordance with the instructions and timeline provided by OSA.

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.

4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.

5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2011 revisions, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.

If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.

6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC staff within four months of fiscal year end. If it becomes necessary to amend this due date or the audit fee, an amended contract along with a written explanation of the delay shall be submitted to the Secretary of the LGC for approval.

7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.

8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.

9. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 12).

10. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

11. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

12. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

13. The Auditor shall submit the report of audit in PDF format to LGC Staff when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC along with an Audit Report Reissued Form (available on the Department of State Treasurer website). These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC staff.

If the OSA designates certain programs to be audited as major programs, as discussed in Item 2, a turnaround document and a representation letter addressed to the OSA shall be submitted to LGC Staff.

14. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

15. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing, on the Amended LGC-205 contract form and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to charter schools). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC, the Governing Board, and the Auditor.

16. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 26 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

17. Special provisions should be limited. Please list any special provisions in an attachment.

18. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the parent government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

19. The contract shall be executed, pre-audited (pre-audit requirement does not apply to charter schools), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

20. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

21. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

22. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

23. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

24. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

25. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

26. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 16 for clarification).

27. The process for submitting contracts, audit reports and invoices is subject to change. Auditors and units should use the submission process and instructions in effect at the time of submission. Refer to the N.C. Department of State Treasurer website at <https://www.nctreasurer.com/slg/Pages/Audit-Forms-and-Resources.aspx>.

28. All communications regarding audit contract requests for modification or official approvals will be sent to the email addresses provided on the signature pages that follow.

### FEES FOR AUDIT SERVICES

For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Governmental Auditing Standards* (as applicable). Bookkeeping and other non-attest services necessary to perform the audit shall be included under this contract. However, bookkeeping assistance shall be limited to the extent that the Auditor is not auditing his or her own work or making management decisions. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience necessary to oversee the services and accept responsibility for the results of the services. Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. The Auditor shall maintain written documentation of his or her compliance with these standards in the audit work papers.

Fees may not be included in this contract for work performed on Annual Financial Information Reports (AFIRs), Form 990s, or other services not associated with audit fees and costs. Such fees may be included in the engagement letter, but may not be included in this contract or in any invoices requiring approval of the LGC. See Items 8, 9, and 12 for details on other allowable and excluded fees.

Prior to submission of the completed audited financial report, applicable compliance reports and amended contract (if required) the Auditor may submit invoices for approval for services rendered, not to exceed 75% of the total of the stated fees below. If the current contracted fee is not fixed in total, invoices for services rendered may be approved for up to 75% of the prior year audit fee. Should the 75% cap provided below conflict with the cap calculated by LGC staff based on the prior year audit fee on file with the LGC, the LGC calculation prevails.

**20 NCAC 03 .0505: All invoices for services rendered in an audit engagement as defined in 20 NCAC 3 .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law.**

#### PRIMARY GOVERNMENT FEES

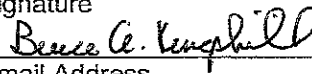
Primary Government Unit	Town of Waynesville
Audit	\$27,500.00
Writing Financial Statements	\$95.00 per man-hour
All Other Non-Attest Services	\$95.00 per man-hour
75% Cap for Interim Invoice Approval	\$38,000.00

#### DPCU FEES (if applicable)

Discretely Presented Component Unit	
Audit	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval	\$

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm Ray, Bumgarner, Kingshill & Assoc., PA	
Authorized Firm Representative (typed or printed)	Signature 
Date 01/08/19	Email Address bkingshill@rbk-cpa.com

## GOVERNMENTAL UNIT

Governmental Unit Town of Waynesville	
Date Primary Government Unit Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a)) 01/08/19	
Mayor/Chairperson (typed or printed) Gavin Brown, Mayor	Signature ✓
Date 01/08/19	Email Address


Chair of Audit Committee (typed or printed, or "NA") NA	Signature
Date	Email Address

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

(Pre-audit certificate not required for charter schools)

Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

Primary Governmental Unit Finance Officer (typed or printed) Dean Trader	Signature 
Date of Pre-Audit Certificate 01/08/19	Email Address dtrader@waynesvillenc.gov



**SIGNATURE PAGE – DPCU**  
(complete only if applicable)

**DISCRETELY PRESENTED COMPONENT UNIT**

DPCU	
Date DPCU Governing Board Approved Audit Contract (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)	Signature
Date	Email Address

Chair of Audit Committee (typed or printed, or "NA")	Signature
Date	Email Address

**DPCU – PRE-AUDIT CERTIFICATE**  
(Pre-audit certificate not required for charter schools)

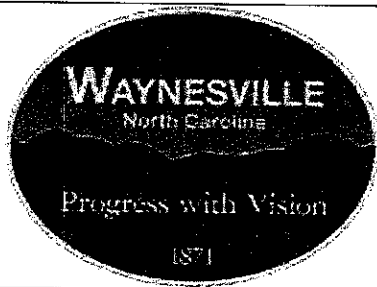
Required by G.S. 159-28(a1) or G.S. 115C-441(a1)

*This instrument has been pre-audited in the manner required by The Local Government Budget and Fiscal Control Act or by the School Budget and Fiscal Control Act.*

DPCU Finance Officer (typed or printed)	Signature
Date of Pre-Audit Certificate	Email Address

Remember to print this form, and obtain all  
required signatures prior to submission.

**PRINT**



# TOWN OF WAYNESVILLE, NORTH CAROLINA

## Application for Appointment to Boards/Commissions

Please return to the Town Clerk's office.

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

(828) 452-2491

eward@waynesvillenc.gov

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

NAME: Leigh M. Forrester

STREET ADDRESS 600 Summit Ridge, 28786 (home)

MAILING ADDRESS HCAC, 86 N. Main Street, 28786

PHONE 904-994-8096

E-MAIL director@haywoodarts.org

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

☐ Alcoholic Beverage Control Board

☐ Planning Board

☐ Community Action Forum

☒ Public Art Commission

☐ Board of Adjustment

☐ Recreation & Parks Advisory Commission

☐ Firemen's Relief Fund Board

☐ Waynesville Housing Authority

☐ Historic Preservation Commission

☐ 1% Zip Code Subcommittee (TDA)

I am interested in serving on this board or commission because: I love art and wish to further arts education in Waynesville.

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

Jacksonville Chamber of Commerce (FL) Councils Chair - two years & Chamber Member 8 years

Downtown Waynesville Assoc. - board member

I feel that I can contribute the following to this board or commission knowledge of grant processes & local artists

Tell us about yourself and your background: Drew up in Virginia and lived in various states. Founded a nonprofit in Ponte Vedra Beach, FL for vocational training of adults with disabilities. Twenty plus years in fundraising (development) for independent schools.

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

Leigh M. Forrester  
Signature

1/10/18

Date

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

- Return Application to Town Clerk's Office -

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22, 2019**

**SUBJECT:** Purchase of Ensley Property abutting Plott Heights Road off of Pigeon Street

**AGENDA INFORMATION:**

**Agenda Location:** Manager's Report  
**Item Number:** F10  
**Department:** Administration  
**Contact:** Rob Hites, Town Manager  
**Presenter:** Rob Hites, Town Manager

**BRIEF SUMMARY:** The landslide that damaged Plott Heights Road will require most of the Ensley property to re-establish the bank. Speaking with the owners they stated that they would consider selling the property at the appraised value. The Mayor contacted an appraiser and has obtained an appraisal with a \$44,000 value.

**MOTIONS FOR CONSIDERATION:** To approve the purchase of the tract of land for the appraised value plus administrative costs.

Motion: To approve Amendment #9 to the Fiscal year 2018-2019 Budget Ordinance for the purpose of transferring \$46,000 from the General Fund Balance to purchase the property and pay the closing cost.

**FUNDING SOURCE/IMPACT:** General Fund – Fund Balance

**ATTACHMENTS:**

- Appraisal of property

**MANAGER'S COMMENTS AND RECOMMENDATIONS:** The staff has engaged a geotechnical engineer to advise them on the proper method of stabilizing the bank. They have carried out some remediation on the property with fill and rock in anticipation of a permanent fix. David Foster has suggested that the Town use the property to stabilize the bank and then create a green space for the community when the project is completed and the area is reseeded.

# **APPRAISAL OF REAL PROPERTY**

## **LOCATED AT**

Pigeon Street  
Waynesville, NC 28786  
Estate File 2010E/209; Deed Bk 205 Pg 182

## **FOR**

Town of Waynesville  
16 South Main Street  
Waynesville, NC 28786

## **OPINION OF VALUE**

44,000

## **AS OF**

01/10/2019

## **BY**

Sherryl R Moore  
Spencer Appraisal Services  
P.O. Box 631  
Lake Junaluska, NC 28745  
828-452-1327  
fspencerappraisal@gmail.com

Borrower/Client	Town of Waynesville				File No. 19-104		
Property Address	Pigeon Street						
City	Waynesville	County	Haywood	State	NC	Zip Code	28786
Lender							

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Spencer Appraisal Services  
P.O. Box 631  
Lake Junaluska, NC 28745  
828-452-1327

01/15/2019

Gavin Brown  
Town of Waynesville  
16 South Main Street  
Waynesville, NC 28786

Re: Property: Pigeon Street  
Waynesville, NC 28786  
Borrower: Town of Waynesville  
File No.: 19-104

Opinion of Value: \$ 44,000  
Effective Date: 01/10/2019

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

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

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

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

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

Sincerely,

*Sherryl R. Moore*



Sherryl R Moore  
NC Certified Residential Appraiser  
License or Certification #: A8118  
State: NC Expires: 06/30/2019  
fspencerappraisal@gmail.com

# LAND APPRAISAL REPORT

File No.: 19-104

SUBJECT	Property Address: Pigeon Street		City: Waynesville		State: NC		Zip Code: 28786																																																																																				
	County: Haywood		Legal Description: Estate File 2010E/209; Deed Bk 205 Pg 182																																																																																								
ASSIGNMENT	Assessor's Parcel #: 8615-63-8522		Tax Year: 2019		R.E. Taxes: \$ 265		Special Assessments: \$ 164																																																																																				
	Market Area Name: Town of Waynesville/Thomas Park		Map Reference: 8615.15		Census Tract: 9210.00																																																																																						
	Current Owner of Record: Judy Ensley Jones, Rita Ensley Newman *		Borrower (if applicable):		Town of Waynesville																																																																																						
	Project Type (if applicable): <input type="checkbox"/> PUD <input type="checkbox"/> De Minimis PUD <input type="checkbox"/> Other (describe)		HOA: \$ 0		<input type="checkbox"/> per year <input type="checkbox"/> per month																																																																																						
	Are there any existing improvements to the property? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes		If Yes, indicate current occupancy:		<input type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant <input type="checkbox"/> Not habitable																																																																																						
MARKET AREA DESCRIPTION	If Yes, give a brief description: *Walter Cling Ensley, Jr.																																																																																										
	The purpose of this appraisal is to develop an opinion of: <input checked="" type="checkbox"/> Market Value (as defined), or <input type="checkbox"/> other type of value (describe)																																																																																										
	This report reflects the following value (if not Current, see comments): <input checked="" type="checkbox"/> Current (the Inspection Date is the Effective Date) <input type="checkbox"/> Retrospective <input type="checkbox"/> Prospective																																																																																										
	Property Rights Appraised: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold <input type="checkbox"/> Leased Fee <input type="checkbox"/> Other (describe)																																																																																										
	Intended Use: To determine the fair market value for potential purchase.																																																																																										
MARKET AREA DESCRIPTION	Intended User(s) (by name or type): Gavin Brown and Assigns																																																																																										
	Client: Town of Waynesville		Address: PO BOX 100, Waynesville, NC 28786																																																																																								
	Appraiser: Sherryl R Moore		Address: P.O. Box 631, Lake Junaluska, NC 28745																																																																																								
	<b>Characteristics</b> Location: <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural Built up: <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% Growth rate: <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow Property values: <input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/supply: <input checked="" type="checkbox"/> Shortage <input type="checkbox"/> In Balance <input type="checkbox"/> Over Supply Marketing time: <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 3-6 Mos. <input type="checkbox"/> Over 6 Mos.		<b>Predominant Occupancy</b> <input checked="" type="checkbox"/> Owner 65 <input checked="" type="checkbox"/> Tenant 30 <input checked="" type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vacant (>5%)		<b>One-Unit Housing</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>PRICE</th> <th>AGE</th> </tr> <tr> <td>\$(000)</td> <td>(yrs)</td> </tr> <tr> <td>17</td> <td>Low 0</td> </tr> <tr> <td>1,500</td> <td>High 100</td> </tr> <tr> <td>262</td> <td>Pred 43</td> </tr> </table>		PRICE	AGE	\$(000)	(yrs)	17	Low 0	1,500	High 100	262	Pred 43	<b>Present Land Use</b> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th>One-Unit</th> <th>45 %</th> </tr> <tr> <td>2-4 Unit</td> <td>10 %</td> </tr> <tr> <td>Multi-Unit</td> <td>10 %</td> </tr> <tr> <td>Comm'l</td> <td>15 %</td> </tr> <tr> <td>vacant land</td> <td>20 %</td> </tr> <tr> <td></td> <td>%</td> </tr> </table>		One-Unit	45 %	2-4 Unit	10 %	Multi-Unit	10 %	Comm'l	15 %	vacant land	20 %		%	<b>Change in Land Use</b> <input type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely * <input type="checkbox"/> In Process * * To: residential																																																												
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</tbody> </table>								Item	Good	Average	Fair	Poor	N/A	Item	Good	Average	Fair	Poor	N/A	Employment Stability	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input 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Market Area Comments: The real estate market in Haywood County has stabilized. Land sales are showing upward momentum. However, marketing time is still typically +/- 6 months. Due to the location, access, site size and overall appeal, one would anticipate a similar exposure time.																																																																																											
Improvements in the area vary greatly from single unit manufactured homes to custom built single family residences. Quality and condition of homes vary from neighborhood to neighborhood. Shopping, work centers & support services are located in close proximity. Area appeals to both the permanent & seasonal buying market.																																																																																											



# LAND APPRAISAL REPORT

File No.: 19-104

Dimensions: per metes and bounds Site Area: 1.3215 Acres  
Zoning Classification: PS-NR Description: Pigeon Street Neighborhood Residential

Do present improvements comply with existing zoning requirements? ☐ Yes ☐ No ☒ No Improvements

Uses allowed under current zoning: Single Family, Two Family, Townhome, Multifamily, Child/Adult Day Care (<8), Cultural/Community Facility, Religious Institution, etc.

Are CC&Rs applicable? ☐ Yes ☒ No ☐ Unknown Have the documents been reviewed? ☐ Yes ☐ No Ground Rent (if applicable) \$ /

Comments:

Highest & Best Use as improved: ☐ Present use, or ☒ Other use (explain) When considering the immediate surrounding neighborhood, the current use as residential development is the highest and best use.

Actual Use as of Effective Date: vacant land Use as appraised in this report: vacant land

Summary of Highest & Best Use: Highest and Best Use may be defined as the reasonable and probable use that supports the highest present value. Thus, when considering the characteristics of the property, and the legal and economic environment in which the property is located, residential development is considered the highest and best use.

SITE DESCRIPTION

Utilities	Public	Other	Provider/Description	Off-site Improvements	Type	Public	Private	Frontage	approx. 565 ft
Electricity	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Street	asphalt	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Topography	rolling to steep
Gas	<input type="checkbox"/>	<input type="checkbox"/>		Width				Size	average to area
Water	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Surface				Shape	irregular rectangle
Sanitary Sewer	<input checked="" type="checkbox"/>	<input type="checkbox"/>		Curb/Gutter	none	<input type="checkbox"/>	<input type="checkbox"/>	Drainage	appears adequate
Storm Sewer	<input type="checkbox"/>	<input type="checkbox"/>	none	Sidewalk	none	<input type="checkbox"/>	<input type="checkbox"/>	View	average; residential/woods
Telephone	<input type="checkbox"/>	<input type="checkbox"/>	in area	Street Lights	none	<input type="checkbox"/>	<input type="checkbox"/>		
Multimedia	<input type="checkbox"/>	<input type="checkbox"/>	in area	Alley	none	<input type="checkbox"/>	<input type="checkbox"/>		

Other site elements: ☐ Inside Lot ☐ Corner Lot ☐ Cul de Sac ☐ Underground Utilities ☐ Other (describe)

FEMA Spec'l Flood Hazard Area ☐ Yes ☒ No FEMA Flood Zone X FEMA Map # 37087C8615J FEMA Map Date 04/03/2012

Site Comments: The subject property is located on Pigeon Street with approximately 565 ft of road frontage along Highway 276. Zoning is typical & common only in municipalities and the extended 1 mile ETJ. Subject is inside a portion of the city limits of Waynesville and a portion of the ETJ, thus must comply to the Waynesville zoning ordinance. Site contains a steep slope along the northern boundary of the property which is currently experiencing slope failure and has caused partial damage to the adjacent roadway along the northern boundary. The Town of Waynesville is currently in the process of mitigation of a portion of said slope as the road above the subject property is a necessity for ingress and egress of several properties within the Town of Waynesville's jurisdiction.

SALES COMPARISON APPROACH

FEATURE	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	Pigeon Street Waynesville, NC 28786	Hodges Drive Waynesville, NC 28786	1066 Pisgah Dr Canton, NC 28716	Liberty Church Road Waynesville, NC 28785
Proximity to Subject		0.10 miles NW	8.02 miles E	9.56 miles N
Sale Price	\$	\$ 33,000	\$ 37,000	\$ 28,000
Price/ Acre	\$	\$ 55,932.20	\$ 46,250.00	\$ 26,923.08
Data Source(s)	CH Rec/MLS	Carolina MLS #3439574	Carolina MLS #3385096	Carolina MLS #3359495
Verification Source(s)	Inspection/CH Rec	CH Rec/MLS	CH Rec/MLS	CH Rec/MLS
VALUE ADJUSTMENT	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		Cash	Cash	USDA
Concessions		0	0	0
Date of Sale/Time		12/05/2018	12/06/2018	10/25/2018
Rights Appraised	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Location	average	average	average	average/fair
Site Area (in Acres)	1.3215	0.59	0.8	1.04
Site/View	fair/average	average/average	average/average	average/average
Topography	average	average	average	average
Access	good	above average	good	above average
Overall Utility	average	good	above average	above average
Public Interest/Safety	urgent	N/A	N/A	N/A
Net Adjustment (Total, in \$)		<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 15,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 5,000	<input checked="" type="checkbox"/> + <input type="checkbox"/> - \$ 15,000
Adjusted Sale Price (in \$)		\$ 48,000	\$ 42,000	\$ 43,000



# LAND APPRAISAL REPORT

File No.: 19-104

<b>SALES COMPARISON APPROACH</b>	Summary of Sales Comparison Approach      There are a limited number of sales that may adequately be compared to the subject property. The comparables utilized above are collectively deemed to be the best available reflection of the marketplace in general. This appraisal office has traditionally utilized a 3 mile distance as the breaking point for properties situated a greater distance than normal. On this particular appraisal report, Comp #2 is located greater than 3 miles, nevertheless, this comp is deemed to be a good indicator of value due to location just outside Canton city limits and along Highway 110. Comp #3 is located greater than three miles as well but along a state maintained road similar to the subject and in the Waynesville marketing area. Comp #1 is located in the Thomas Park subdivision in close proximity. Adjustments were made on a gross sales price as opposed to a sales price per acre. All are considered in the value as indicated by the sales comparison approach. NOTE: The buyer would be willing to pay a premium in order to secure the property immediately for the safety of the citizens using Highway 276 as well as Plott Heights roadway.										
<b>TRANSFER HISTORY</b>	My research <input type="checkbox"/> did <input checked="" type="checkbox"/> did not reveal any prior sales or transfers of the subject property for the three years prior to the effective date of this appraisal. Data Source(s): <u>MLS/CH Rec/Estate File 2010E/509</u>										
	1st Prior Subject Sale/Transfer Date: <u>07/23/1964</u> Price: <u>unknown</u> Source(s): <u>Deed Bk 205 Pg 182</u>	Analysis of sale/transfer history and/or any current agreement of sale/listing: <u>The subject property transferred via will under file 2010E/509. Prior transfer occurred 07/23/1964 recorded in Deed Bk 205 Pg 182; no sales price indicated.</u>									
	2nd Prior Subject Sale/Transfer Date: _____ Price: _____ Source(s): _____										
<b>PUD</b>	<b>PROJECT INFORMATION FOR PUDs (if applicable)</b> <input type="checkbox"/> The Subject is part of a Planned Unit Development.										
	Legal Name of Project: _____ Describe common elements and recreational facilities: _____										
<b>RECONCILIATION</b>	<b>Indicated Value by: Sales Comparison Approach \$</b> <u>44,000</u>										
	Final Reconciliation    Total emphasis is given to the sales comparison analysis. The income approach was not applicable as there are no leased residential lots in the immediate area. No improvements located on subject, thus cost approach was not applicable.										
	This appraisal is made <input checked="" type="checkbox"/> "as is", or <input type="checkbox"/> subject to the following conditions: _____										
	<input type="checkbox"/> This report is also subject to other Hypothetical Conditions and/or Extraordinary Assumptions as specified in the attached addenda.										
<b>ATTACH.</b>	Based upon an inspection of the subject property, defined Scope of Work, Statement of Assumptions and Limiting Conditions, and Appraiser's Certifications, my (our) Opinion of the Market Value (or other specified value type), as defined herein, of the real property that is the subject of this report is: \$ <u>44,000</u> , as of: <u>01/10/2019</u> , which is the effective date of this appraisal. If indicated above, this Opinion of Value is subject to Hypothetical Conditions and/or Extraordinary Assumptions included in this report. See attached addenda.										
	A true and complete copy of this report contains <u>17</u> pages, including exhibits which are considered an integral part of the report. This appraisal report may not be properly understood without reference to the information contained in the complete report, which contains the following attached exhibits: <table style="width:100%; margin-top: 5px;"> <tr> <td><input checked="" type="checkbox"/> Limiting cond./Certifications</td> <td><input type="checkbox"/> Narrative Addendum</td> <td><input checked="" type="checkbox"/> Location Map(s)</td> <td><input type="checkbox"/> Flood Addendum</td> <td><input type="checkbox"/> Scope of Work</td> </tr> <tr> <td><input checked="" type="checkbox"/> Photo Addenda</td> <td><input checked="" type="checkbox"/> Parcel Map</td> <td><input type="checkbox"/> Hypothetical Conditions</td> <td><input type="checkbox"/> Extraordinary Assumptions</td> <td><input type="checkbox"/> Additional Sales</td> </tr> </table>		<input checked="" type="checkbox"/> Limiting cond./Certifications	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Location Map(s)	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Scope of Work	<input checked="" type="checkbox"/> Photo Addenda	<input checked="" type="checkbox"/> Parcel Map	<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions
<input checked="" type="checkbox"/> Limiting cond./Certifications	<input type="checkbox"/> Narrative Addendum	<input checked="" type="checkbox"/> Location Map(s)	<input type="checkbox"/> Flood Addendum	<input type="checkbox"/> Scope of Work							
<input checked="" type="checkbox"/> Photo Addenda	<input checked="" type="checkbox"/> Parcel Map	<input type="checkbox"/> Hypothetical Conditions	<input type="checkbox"/> Extraordinary Assumptions	<input type="checkbox"/> Additional Sales							
<b>SIGNATURES</b>	Client Contact: <u>Gavin Brown</u> Client Name: <u>Town of Waynesville</u> E-Mail: <u>gbrown7013@aol.com</u> Address: <u>PO BOX 100, Waynesville, NC 28786</u>										
	<b>APPRAISER</b>  <div style="text-align: center;">   </div> Appraiser Name: <u>Sheryl R Moore</u> Company: <u>Spencer Appraisal Services</u> Phone: <u>828-452-1327</u> Fax: _____ E-Mail: <u>fspencerappraisal@gmail.com</u> Date of Report (Signature): <u>01/15/2019</u> License or Certification #: <u>A8118</u> State: <u>NC</u> Designation: <u>NC Certified Residential Appraiser</u> Expiration Date of License or Certification: <u>06/30/2019</u> Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop) Date of Inspection: <u>01/10/2019</u>	<b>SUPERVISORY APPRAISER (if required) or CO-APPRAISER (if applicable)</b>  Supervisory or Co-Appraiser Name: _____ Company: _____ Phone: _____      Fax: _____ E-Mail: _____ Date of Report (Signature): _____ License or Certification #: _____      State: _____ Designation: _____ Expiration Date of License or Certification: _____ Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect Date of Inspection: _____									



# Assumptions & Limiting Conditions

File No.: 19-104

Property Address: Pigeon Street

City: Waynesville

State: NC

Zip Code: 28786

Client: Town of Waynesville

Address:

Appraiser: Sherryl R Moore

Address: P.O. Box 631, Lake Junaluska, NC 28745

## STATEMENT OF ASSUMPTIONS & LIMITING CONDITIONS

- The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
- The appraiser may have provided a plat and/or parcel map in the appraisal report to assist the reader in visualizing the lot size, shape, and/or orientation. The appraiser has not made a survey of the subject property.
- If so indicated, the appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination.
- The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
- The appraiser has noted in the appraisal report any adverse conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property, or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property, or adverse environmental conditions (including, but not limited to, the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
- The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
- The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and any applicable federal, state or local laws.
- An appraiser's client is the party (or parties) who engage an appraiser in a specific assignment. Any other party acquiring this report from the client does not become a party to the appraiser-client relationship. Any persons receiving this appraisal report because of disclosure requirements applicable to the appraiser's client do not become intended users of this report unless specifically identified by the client at the time of the assignment.
- The appraiser's written consent and approval must be obtained before this appraisal report can be conveyed by anyone to the public, through advertising, public relations, news, sales, or by means of any other media, or by its inclusion in a private or public database. Possession of this report or any copy thereof does not carry with it the right of publication.
- Forecasts of effective demand for the highest and best use or the best fitting and most appropriate use were based on the best available data concerning the market and are subject to conditions of economic uncertainty about the future.



## Definitions & Scope of Work

File No.: 19-104

Property Address: Pigeon Street

City: Waynesville

State: NC

Zip Code: 28786

Client: Town of Waynesville

Address:

Appraiser: Sherryl R Moore

Address: P.O. Box 631, Lake Junaluska, NC 28745

### DEFINITION OF MARKET VALUE \*:

Market value means the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised and acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

\* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act (FIRREA) of 1989 between July 5, 1990, and August 24, 1990, by the Federal Reserve System (FRS), National Credit Union Administration (NCUA), Federal Deposit Insurance Corporation (FDIC), the Office of Thrift Supervision (OTS), and the Office of Comptroller of the Currency (OCC). This definition is also referenced in regulations jointly published by the OCC, OTS, FRS, and FDIC on June 7, 1994, and in the Interagency Appraisal and Evaluation Guidelines, dated October 27, 1994.

The Scope of Work is the type and extent of research and analyses performed in an appraisal assignment that is required to produce credible assignment results, given the nature of the appraisal problem, the specific requirements of the intended user(s) and the intended use of the appraisal report. Reliance upon this report, regardless of how acquired, by any party or for any use, other than those specified in this report by the Appraiser, is prohibited. The Opinion of Value that is the conclusion of this report is credible only within the context of the Scope of Work, Effective Date, the Date of Report, the Intended User(s), the Intended Use, the stated Assumptions and Limiting Conditions, any Hypothetical Conditions and/or Extraordinary Assumptions, and the Type of Value, as defined herein. The appraiser, appraisal firm, and related parties assume no obligation, liability, or accountability, and will not be responsible for any unauthorized use of this report or its conclusions.

Additional Comments (Scope of Work, Extraordinary Assumptions, Hypothetical Conditions, etc.):

### Scope of Work

This appraiser collected data from the Haywood County Register of Deeds office inclusive of property plat, topo map, tax card, deeds, floodway and flood plain information, and zoning information. This appraiser conducted an on site observation and reviewed the gathered court house data to aid in the write up of this appraisal report.

# Certifications

File No.:

Property Address: Pigeon Street	City: Waynesville	State: NC	Zip Code: 28786
Client: Town of Waynesville	Address:		
Appraiser: Sherryl R Moore	Address: P.O. Box 631, Lake Junaluska, NC 28745		

## APPRAISER'S CERTIFICATION

I certify that, to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The credibility of this report, for the stated use by the stated user(s), of the reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.
- Unless otherwise indicated, I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.
- I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice that were in effect at the time this report was prepared.
- I did not base, either partially or completely, my analysis and/or the opinion of value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property, or of the present owners or occupants of the properties in the vicinity of the subject property.
- Unless otherwise indicated, I have made a personal inspection of the property that is the subject of this report.
- Unless otherwise indicated, no one provided significant real property appraisal assistance to the person(s) signing this certification.

Additional Certifications:

Client Contact: Gavin Brown	Client Name: Town of Waynesville
E-Mail: gbrown7013@aol.com	Address:

APPRAISER

SUPERVISORY APPRAISER (if required)  
or CO-APPRAISER (if applicable)

SIGNATURES

*Sherryl R Moore*



Appraiser Name: Sherryl R Moore	
Company: Spencer Appraisal Services	
Phone: 828-452-1327	Fax:
E-Mail: fspencerappraisal@gmail.com	
Date Report Signed: 01/15/2019	
License or Certification #: A8118	State: NC
Designation: NC Certified Residential Appraiser	
Expiration Date of License or Certification: 06/30/2019	
Inspection of Subject: <input checked="" type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect (Desktop)	
Date of Inspection: 01/10/2019	

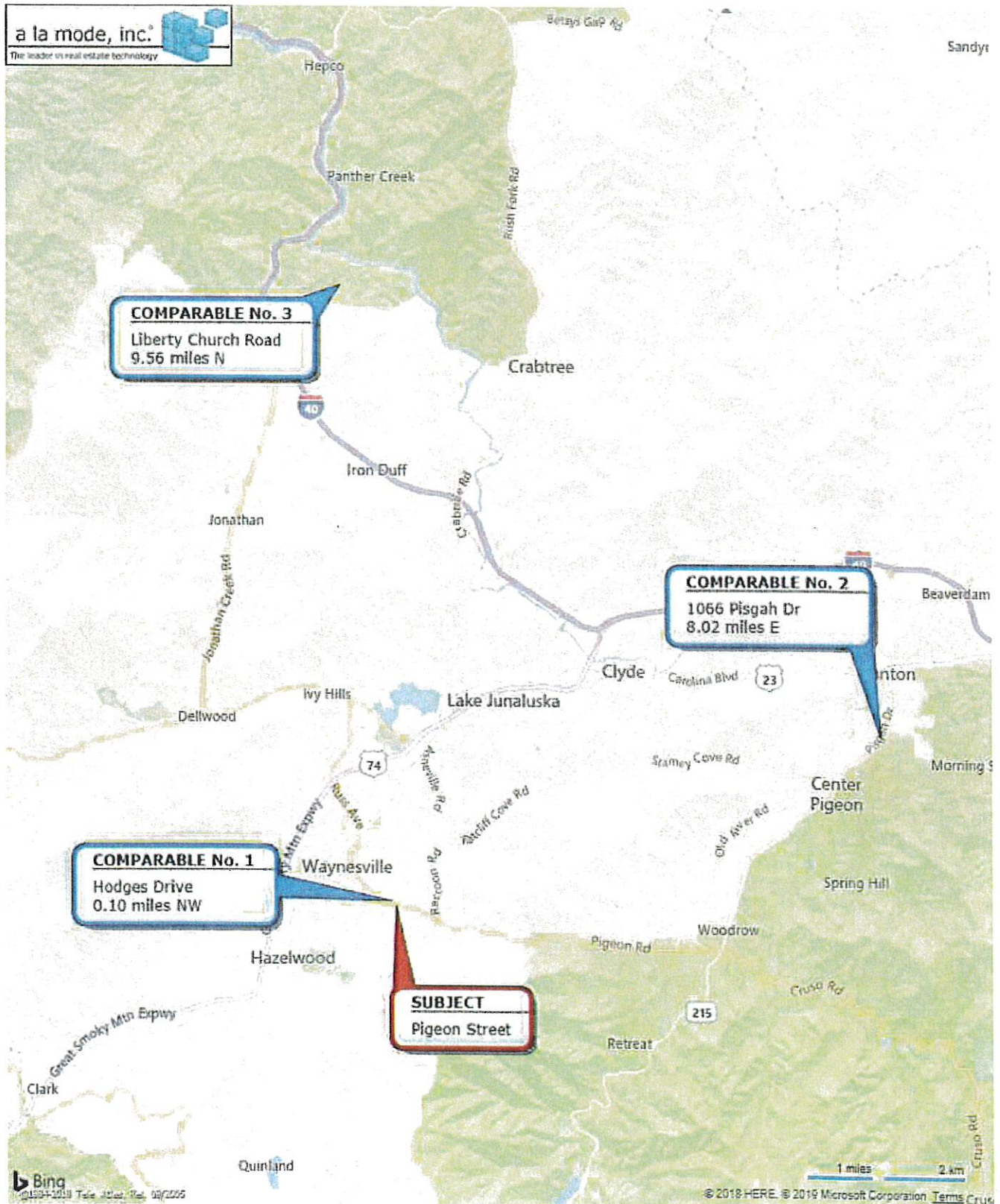
Supervisory or Co-Appraiser Name:	
Company:	
Phone:	Fax:
E-Mail:	
Date Report Signed:	
License or Certification #:	State:
Designation:	
Expiration Date of License or Certification:	
Inspection of Subject: <input type="checkbox"/> Did Inspect <input type="checkbox"/> Did Not Inspect	
Date of Inspection:	





## Location Map

Borrower/Client	Town of Waynesville				
Property Address	Pigeon Street				
City	Waynesville	County	Haywood	State	NC
Lender				Zip Code	28786



Ordinance No. O-04-19

Amendment No. 9 to the 2018-2019 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2018-2019 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2018-2019 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Other Financing Sources	
Fund Balance Appropriation 103900-493992	\$44,000
	<hr/>
Total General Fund revenue increase	\$44,000

(Revenue needed to fund the acquisition of land  
Financial Operating Plan for General Fund. )

Increase the following appropriations:

Streets and Sanitation Department	
Capital Outlay 104510-545900	\$44,000

(The landslide that damaged Plott Heights Road will require most of the Ensley property to re-establish the bank. Speaking with the owners they stated that they would consider selling the property at the appraised value. The Mayor contacted an appraiser and has obtained an appraisal with a \$44,000 value.)

Total General Fund appropriation increase	\$ 44,000
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Adopted this 22th day of January 2019.

Town of Waynesville

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Gavin A Brown  
Mayor

Attest:

---

Eddie Ward  
Town Clerk

Approved As To Form:

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William E Cannon, Jr.  
Town Attorney

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN**  
**REQUEST FOR BOARD ACTION**  
**Meeting Date: January 22,2019**

**SUBJECT:** Select Engineering Firm to conduct a “Preliminary Engineering Report” for Waste Water Treatment Plant

**AGENDA INFORMATION:**

**Agenda Location:** Manager’s Report  
**Item Number:** F11  
**Department:** Public Services/Administration  
**Contact:** Rob Hites, Town Manager  
**Presenter:** Rob Hites, Town Manager

**BRIEF SUMMARY :** During our meeting with the staff of the Asheville Office of NC Department of Environmental Quality (DEQ) they stated that the Preliminary Engineering Report (PER) would be their factual basis for negotiating the SOC. We sent out a request for proposals (RFP) and received five responses.

Larry Pressley, David Foster, Preston Gregg and I studied them and asked three firms to meet with us of a personal interview. We met with them on Thursday the 10<sup>th</sup>. Following the interview we unanimously chose McGill & Associates to recommend to the Board. We asked them to provide us with a quotation for the PER in accordance with the procedure outlined in GS 143-64.31. McGill and Associates will perform the PER for a lump sum fee of \$ 55,000. The contract stipulates that it be complete in sixty days in accordance with DEQ’s proposed time table. McGill offers a \$6,500 service to obtain funding for the project. I recommend that the Town engage Dennie Martin of Withers & Ravenel to provide this service.

**MOTION FOR CONSIDERATION:** To approve the proposed contract with McGill and Associates for the lump sum of \$55,000.

**FUNDING SOURCE/IMPACT:** Sewer Fund

**ATTACHMENTS:**

- Contract – McGill and Associates

**MANAGER’S COMMENTS AND RECOMMENDATIONS:** The State statute regarding procuring of architectural, engineering and surveying services over an estimated amount of \$50,000 is quite cumbersome. GS 143-64.31 requires that municipalities send out a “Request for Proposals” outlining the scope of services and conditions of the project. The municipality must determine the “most qualified” firm based on their “demonstrated competence”. Once the firm has been chosen they are invited to present a contract for services. If the municipality cannot reach a satisfactory contract they may move to the next most qualified firm. In other words the State does not permit public bodies to solicit bids for these services unless the projected fee will be less than \$50,000. In this case the town may exempt itself from the act. We have complied with the statute and present McGill’s contract at a fee of \$ 55,000.

## **AGREEMENT FOR ENGINEERING SERVICES**

This AGREEMENT, made and entered into this the \_\_\_\_ day of \_\_\_\_ 2019, by and between the **Town of Waynesville (OWNER)** and **McGill Associates, P.A. (ENGINEER)**.

WHEREAS, the OWNER proposes to do certain work toward the accomplishment of the Project entitled "Preliminary Engineering Report (PER) Wastewater Treatment Plant Improvements", and

WHEREAS, the ENGINEER desires to provide professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and benefits contained herein, it is hereby mutually understood and agreed as follows:

### **SECTION 1 - GENERAL SERVICES**

**The ENGINEER shall:**

- 1.1 The ENGINEER shall, as directed by the OWNER, provide professional engineering services for the OWNER in all phases of the PROJECT; serve as OWNER's professional engineering representative for the Project; and shall give professional consultation and advice to OWNER during the performance of the services hereunder.
- 1.2 The ENGINEER shall provide all personnel required in performing the Project unless otherwise provided herein. Such personnel shall not be employees of or have any contractual relationship with the OWNER. All services rendered hereunder shall be performed by the ENGINEER, or under his supervision, and all personnel engaged in the Project shall be fully qualified under North Carolina law to perform such services. None of the services covered by this Agreement shall be subcontracted without the prior approval of the OWNER.
- 1.3 The ENGINEER shall assist the OWNER in pursuing approvals and helping to obtain, or cause to be obtained and furnished, approvals and permits from all governmental authorities having jurisdiction over the Project, unless otherwise agreed to herein.
- 1.4 The ENGINEER shall seek and obtain authorization from the OWNER or the OWNER's assignee before proceeding with the Project, or before performing any Additional Services as described in Section 3, or before performing any other services which would not be included in the fee for Basic Services set forth in Section 6 hereof, subject to OWNER's right to terminate as herein provided.
- 1.5 The ENGINEER shall comply with all existing federal, state and local laws and regulations regarding equal employment opportunity. The ENGINEER is further obligated to include all requirements hereunder in any subcontract written by him in association with this Agreement.
- 1.6 The ENGINEER shall comply with the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorized of newly hired employees pursuant to federal law in accordance with NCGS 64-25 (5).



## SECTION 2 - BASIC SERVICES

The ENGINEER anticipates accomplishing the following tasks:

- 2.1 Meet with Town staff to discuss the previous PER and desired deliverable for the new PER.
- 2.2 Verify the Town's desired path for project funding. Division of Environmental Quality (DEQ) - Division of Water Infrastructure (DWI), USDA – Rural Development, and/or private financing.
- ~~2.3 Coordinate meeting with DEQ - DWI to discuss the proposed project and application for funding.~~
- ~~2.4 Coordinate meeting with USDA – Rural Development staff to discuss the proposed project and application for funding.~~
- 2.5 Coordinate meetings with Town and existing and potential major wholesale customers to discuss the project and any specific needs of these customers specifically related to future demand projections. These customers include: Junaluska Assembly, Junaluska Sanitary District, Town of Clyde, Town of Canton and Haywood County. A total of five (5) meetings are included in this scope.
- 2.6 Develop PER for the Wastewater Treatment Plant (WWTP) with evaluation of the following components as a minimum. The PER will be written in accordance with USDA-RD guidelines to facilitate a future funding application. Note that DEQ-DWI does not require a PER for funding applications, however the information in the proposed USDA-RD PER can be used to prepare an Engineer's Report (ER) per DWI guidelines in the event that this funding route is chosen and that the project is awarded funding. Preparation of the ER is not included in this scope. It is further assumed that the USDA-RD format will be satisfactory for use in support of the on-going Special Order of Consent (SOC) assistance being provided under separate agreement.
  - Projected future flow demands for Service Area
  - Plant headworks (bar screen and grit chamber)
  - Primary clarifiers
  - Intermediate pumping
  - Biological treatment (aeration basins)
  - Secondary clarifiers
  - Disinfection and discharge
  - Laboratory and office space
  - Solids processing and handling
- 2.7 Evaluate alternatives for the WWTP upgrade. Expand and refine the alternatives developed in the current PER. Limited environmental assessment will be provided (based on the option of improvements of existing WWTP and limited property acquisition). No formal environmental review or document preparation such as a Categorical Exclusion (with or without report), an Environmental Assessment (EA), or an Environmental Impact Statement (EIS) is included in this scope.
- 2.8 Develop project implementation schedule for inclusion in the PER.
- 2.9 Provide the Town with a draft PER for review and comment.
- 2.10 Upon receipt of comments from the Town, finalize the PER and deliver five (5) bound copies of the document and one (1) digital copy on a USB drive. Attendance at one (1) staff or council

meeting to present the PER is included in this scope. Any additional meetings requested by the Town would be considered additional services.

- ~~2.11 Assist the town with an application for funding to the designated funding agency. This agreement assumes that a single funding source will be selected so this scope includes a single funding application.~~

### **SECTION 3 - ADDITIONAL SERVICES**

If Authorized by the OWNER, the ENGINEER will furnish or obtain from others additional services of the following types which are not considered Basic Services under this Agreement.

- 3.1 Additional services resulting from significant changes in general scope of the Project or its design including, but not limited to, changes in size, complexity, OWNER's schedule, or character of construction.
- 3.2 Revising previously approved studies, reports, design documents, drawings or specifications, when such revisions are due to causes beyond the control of the ENGINEER.
- 3.3 Preparing documents for alternate bids requested by the OWNER for work which is not executed or documents for out-of-sequence work other than agreed upon in the Preliminary Phase.
- 3.4 Additional or extended services during construction made necessary by prolongation of the construction contract or default by the Contractor under any prime construction contract if such construction contract is delayed more than 90 calendar days beyond the original completion date.
- 3.5 Preparing to serve or serving as a witness for the OWNER in any litigation, condemnation or other legal or administrative proceeding involving the Project.
- 3.6 Services in connection with change orders to reflect changes requested by the OWNER if the resulting change in compensation for Basic Services is not commensurate with the additional services rendered.
- 3.7 Additional services in connection with the Project, including services normally furnished by the OWNER and services not otherwise provided for in this Agreement.

## **SECTION 4 - OWNERS RESPONSIBILITIES**

### **The OWNER shall:**

- 4.1 Provide full information as to his requirements for the Project.
- 4.2 Assist the ENGINEER by placing at his disposal all available information pertinent to the Project including previous documents and any other data relative to evaluation, design and construction of the Project.
- 4.3 Furnish the ENGINEER any existing data and information for property boundary, easement, right-of-way, topographic and utility surveys; zoning and deed restriction; all of which the ENGINEER may rely upon in performing his services under this Agreement.
- 4.4 Guarantee access to and make all provisions for the ENGINEER to enter upon public and private property as required for the ENGINEER to perform his services under this Agreement.
- 4.5 Examine all studies, reports, sketches, estimates, specifications, drawings, proposals and other documents presented by the ENGINEER and render decisions and comments pertaining thereto within a reasonable time so as not to delay the services of the ENGINEER.
- 4.6 Provide such legal, accounting and insurance counseling services as may be required for the Project, and such auditing services as may be required to ascertain how or for what purpose any Contractor has used the monies paid to him under the construction contract.
- 4.7 Designate a person to act as OWNER's representative with respect to the work to be performed under this Agreement; and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this Agreement.
- 4.8 Give prompt notice to the ENGINEER whenever the OWNER observes or otherwise becomes aware of any defect in the Project.
- 4.9 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project, subject to the obligations of the ENGINEER outlined in Section 1.3 of this Agreement.
- 4.10 Furnish or direct the ENGINEER to provide necessary Additional Services as stipulated in Section 3 of this Agreement or other services as required.

## SECTION 5 - PERIOD OF SERVICES

- 5.1 Unless this Agreement has been terminated as provided in paragraph 7.1, the ENGINEER will be obligated to render services hereunder for a period which may reasonably be required for the services described herein. The ENGINEER may decline to render further services hereunder if the OWNER fails to give prompt approval of the various phases as outlined. Upon receiving a written authorization to proceed, the ENGINEER shall provide the OWNER with a written schedule of completion for the services so authorized.
- 5.2 If the design or construction of the Project is delayed significantly for reasons, including costs of construction, beyond the ENGINEER's control, the various rates of compensation provided for elsewhere in this Agreement shall be subject to renegotiation. It is expressly understood by all parties to the Agreement that a delay of several months may occur between completion of design and commencement of construction. This shall not be considered significant.

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## **SECTION 6 - PAYMENT TO THE ENGINEER**

### **6.1 PAYMENT FOR BASIC SERVICES**

- 6.1.1 The OWNER will pay the ENGINEER for Basic Services as outlined in Section Two (2) as follows:

Sections 2.1 – 2.10

**\$55,000 (lump sum)**

~~Section 2.11~~

~~\$6,500 (max not to exceed)~~

### **6.2 PAYMENT FOR ADDITIONAL SERVICES**

- 6.2.1 The OWNER will pay the ENGINEER for Additional Services as outlined in Section 3 an amount based on actual time spent and expenses incurred by principals and employees of the ENGINEER assigned to the Project in accordance with Attachment A - Basic Fee Schedule, should any of these services be requested by the OWNER.

### **6.3 TIMES OF PAYMENT**

- 6.3.1 The OWNER will make prompt monthly payments in response to the ENGINEER's monthly detailed statements for all services rendered under this Agreement.

### **6.4 GENERAL**

- 6.4.1 If the OWNER fails to make any payment due the ENGINEER on account of his services and expenses within sixty days after receipt of the ENGINEER's bill therefor, the ENGINEER may, after giving seven days written notice to the OWNER, suspend services under this Agreement until he has been paid in full all amounts due him on account of his services and expenses.
- 6.4.2 If the Agreement is terminated at the completion of any phase of the Basic Services called for under Section 2, progress payment to be made to the ENGINEER on account of services rendered shall constitute total payment for services rendered. If this Agreement is terminated during any phase of the Basic Services, the ENGINEER shall be paid for services rendered on the basis of his reasonable estimate of the portion of such phase completed prior to termination. In the event of any termination, the ENGINEER will be paid for all his reasonable expenses resulting from such termination, and for any unpaid reimbursable expenses.
- 6.4.3 If, prior to termination of this Agreement, any work designed or specified by the ENGINEER, under Section 2, is suspended in whole or in part for more than three months or is abandoned, after written notice from the OWNER, the ENGINEER shall be paid for services performed prior to receipt of such notice from the OWNER as provided in paragraph 6.4.2 for termination during any phase of his service.

## **SECTION 7 - GENERAL CONDITIONS**

### **7.1 TERMINATION**

- 7.1.1 In the event that the OWNER finds that it is inadvisable or impossible to continue the execution of the Project; or if the ENGINEER shall fail to fulfill in a timely and proper manner his obligations under this Agreement; or, if the ENGINEER shall violate any of the covenants, agreements, or stipulations of this Agreement; or if the services called for in this Agreement are not completed within the time period specified under Section 5, or if the ENGINEER becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the OWNER has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing ten (10) days written notice to the ENGINEER of such termination and specifying the effective date of such termination; provided, however, that during such period of ten (10) days the ENGINEER shall have the opportunity to remedy such failures or violations to avoid such termination.
- 7.1.2 In the event of termination, as provided herein, the ENGINEER shall be paid for all services performed and actual expenses incurred up to the date of termination pursuant to Section 6.4.2 herein.

### **7.2 OWNERSHIP OF DOCUMENTS**

- 7.2.1 All documents, including original drawings, estimates, specifications, field notes and data are and remain the property of the ENGINEER as instruments of service. The OWNER shall be provided a set of reproducible record prints of drawings, and copies of other documents, in consideration of which the OWNER will use them solely in connection with the Project, and not for the purpose of making subsequent extensions or enlargements hereto and not for resale. Re-use for extension of the Project, or for new projects shall require written permission of the ENGINEER and shall entitle him to further compensation at a rate to be agreed upon by OWNER and ENGINEER at the time of such re-use.

### **7.3 ARBITRATION**

- 7.3.1 Should any dispute arise between the parties hereto concerning this Agreement or the rights and duties of either in relation thereto, such dispute may be settled by arbitration upon agreement of the parties. Either party may request arbitration by giving written notice to the other party setting forth the dispute which the party seeks to arbitrate. Each party shall have ten (10) days from delivery of the notice to the other party within which to appoint an engineer, licensed in the State of North Carolina, to act as an arbitrator and to notify the other party in writing of the name and address of the engineer so appointed, or to notify the other party in writing of his refusal to arbitrate. In the event a party fails to notify the other party in writing of his refusal to arbitrate or fails to appoint an arbitrator as provided herein, then the dispute shall be submitted and decided by the arbitrator who has been duly appointed. Once each party has duly appointed and arbitrator, then the arbitrator shall have thirty (30) days within which to investigate the dispute, agree on a resolution of the dispute, and provide each of the parties with a written decision signed by each of the arbitrators. The thirty (30) day period may be shortened or lengthened by agreement of the parties. In the event the arbitrators cannot agree on a resolution to the dispute within the time provided, then the arbitrators shall have an additional seven (7) days within which to appoint a third arbitrator, who shall

also be an engineer duly licensed to practice in the State of North Carolina. Within twenty (20) days from the date of appointment of a third arbitrator, the arbitrators shall render a written decision to each of the parties setting forth a resolution of the dispute which has been agreed to by two of the three arbitrators. The written decision of the arbitrators shall be binding on the parties. The costs of arbitration shall be borne equally by the parties.

#### **7.4 ESTIMATES**

- 7.4.1 Since the ENGINEER has no control over the cost of labor, materials, or equipment, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions, his estimates for cost for the Project provided for herein are to be made on the basis of his experience and qualifications and represent his best judgement as a design professional familiar with the construction industry, but the ENGINEER cannot and does not guarantee that proposals, bids or the Project construction cost will not vary from cost estimates prepared by him.
- 7.4.2 If the lowest bona fide proposal or bid exceeds the established Project construction cost limit, the OWNER will (1) give written approval to increase such cost limit, (2) authorize negotiating or rebidding the project within a reasonable time, or (3) the ENGINEER will, without additional charge, modify the drawings and specifications as necessary to bring the Project construction cost within the cost limit. The providing of such service shall be the limit of the ENGINEER's responsibility in this regard and having done so, the ENGINEER shall be entitled to payment for his services in accordance with this Agreement.

#### **7.5 INSURANCE AND CLAIMS**

- 7.5.1 The ENGINEER will secure and maintain such insurance as will protect him from claims under workmen's compensation acts, claims for damages because of bodily injury including personal injury, sickness, or disease, or death of any of his employees or of any person other than his employees, and from claims for damages because of injury to or destruction of tangible property including loss of use resulting therefrom. Said insurance policy or policies shall be written by a company or companies and in a form and substance approved by the OWNER prior to the policies being put into effect and shall be in an amount not less than one million dollars (\$1,000,000).

#### **7.6 SUCCESSORS AND ASSIGNS**

The OWNER and the ENGINEER each binds himself and his partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement; except as above, neither the OWNER nor the ENGINEER will assign, sublet or transfer his interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the OWNER and the ENGINEER.

**7.7 ENTIRE AGREEMENT**

7.7.1 This Agreement constitutes the entire agreement between the OWNER and ENGINEER and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented or modified by a duly executed written instrument.

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

**McGILL ASSOCIATES, P.A.**

ATTEST:

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

M. Keith Webb  
Vice President

\_\_\_\_\_  
Secretary

(SEAL)

**Town of Waynesville**

ATTEST:

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

Rob Hites  
Town Manager

\_\_\_\_\_  
Town Clerk