



Town of Waynesville, NC

Board of Aldermen Regular Meeting

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

Date: February 14th, 2023 Time: 6:00 p.m.

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(828) 452-2491 cpoolton@waynesvillenc.gov

A. CALL TO ORDER - Mayor Gary Caldwell

1. Welcome/Calendar/Announcements

B. PUBLIC COMMENT

C. ADDITIONS OR DELETIONS TO THE AGENDA

D. CONSENT AGENDA

All items below are routine by the Board of Aldermen and will be enacted by one motion. There will be no separate discussion on these items unless a Board member so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2. a. Adoption of minutes of the January 24th, 2022 Regular meeting
b. HCM Community 5K and Block Party Special Event Permit

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. National Developmental Disability Awareness Month
 - Mayor Gary Caldwell

Motion: To proclaim March 2023 National Developmental Disability Awareness Month.

F. PRESENTATION

4. The USPCA Excellence Award for Officer Cameron Gasperson and K-9 Bruer
 - Assistant Police Chief Brandon Gilmore

G. CALL FOR PUBLIC HEARING

5. Call for Public Hearing: Mountain Housing Opportunities Affordable housing Incentive Adjustment
- Jesse Fowler, Assistant Town Manager

Motion: Motion to call for a public hearing on February 28, 2023, for the purpose of considering an amendment to the Affordable Housing Policy Incentives granted to Mountain Housing Opportunities.

H. PUBLIC HEARING

6. Public Hearing to consider a request for Annexation for property known as the Balsam Edge Development of Mountain Housing Opportunities, an unaddressed lot on Howell Mill Road, PIN 8616-42-5414.
- Elizabeth Teague, Development Services Director

Motion: Adoption of attached ordinance to approve the annexation of described property.

7. A Public Hearing to consider a Map Amendment for the property located at 465 Boyd Avenue (PIN 8605-96-8882).
- Byron Hickox, Land Use Administrator

Motions:

1. ***To determine the map amendment's consistency with the the 2035 Land Use Plan and whether it is reasonable and in the public interest.***
2. ***To approve or deny the proposed map amendment.***

8. A Public Hearing to consider an Application for Text Amendment to Land Development Standards Section 17.3, Use Type Definitions, Personal Services.
- Byron Hickox, Land Use Administrator

Motions:

1. ***To find that the proposed text amendment is consistent or inconsistent with the 2035 Comprehensive Plan.***
2. ***To approve or deny the proposed text amendment (as prescribed or modified).***

I. NEW BUSINESS

9. Vacancies for Recreation Advisory Commission
- Luke Kinsland, Recreation Director

Motion: To open two vacancies for the Recreation Advisory Commission.

10. Dog Park

- Luke Kinsland, Recreation Director

Motion: To approve a contract with WNC Paving to construct the Dog Park

11. Budget Amendment to increase Investment Earnings and the Parks and Recreation budget by \$68,800 to complete the dog park improvements.

- Luke Kinsland, Recreation Director

Motion: To approve the budget amendment of \$68,800 for the dog park improvements.

12. Budget Amendment to increase appropriations within the Electric Fund to include \$90,000 received as a grant to replace the fast charger downtown and our match of \$28,992.

- Rob Hites, Town Manager

Motion: To approve the budget amendment of \$118,992 for the EV fast charging station.

13. Budget Amendment to increase appropriations within the Development Services Department budget to include \$10,000 received as a Historic Preservation Fund Grant.

- Byron Hickox, Land Use Administrator

Motion: To approve the budget amendment to include \$10,000 received as a Historic Preservation Fund Grant.

14. ARP funding for Dispatch Center upgrade

- Lisa Burnett, Purchasing Supervisor

Motion: To award the purchase and installation contract of the new Dispatch Console System to Western Carolina Communication Systems for \$120,042.17.

15. Approval of Audit Contract

- Misty Hagood, Finance Director

Motion: To approve the audit contract and authorize the mayor to sign the Contract to Audit Accounts.

16. Field Training Officer Compensation

- Jesse Fowler, Assistant Town Manager

Motion: To approve the above language as an amendment to the Town of Waynesville Personnel Policy

17. NCDOT Utility Relocation Agreement (URA) Russ Avenue (Historic District)

- Jeff Stines, Director of Public Services

Motion: To accept the URA for Russ Avenue (Historic District) as signed by Rob Hites, Town Manager.

J. COMMUNICATION FROM STAFF

18. Manager's Report

- Town Manager, Rob Hites

19. Town Attorney Report

- Town Attorney, Martha Bradley

K. COMMUNICATIONS FROM THE MAYOR AND BOARD

L. ADJOURN



TOWN OF WAYNESVILLE

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CALENDAR February 2023

2023	
Friday, February 24th	Board of Aldermen Meeting- Special Session (Board Retreat)
Tuesday Feb 28 TH	Board of Aldermen Meeting – Regular Session
Tuesday March 14 TH	Board of Aldermen Meeting – Regular Session
Tuesday March 28 TH	Board of Aldermen Meeting – Regular Session
Tuesday April 7 TH	Town Offices Closed – Good Friday
Friday April 11 TH	Board of Aldermen Meeting – Regular Session
Tuesday April 25 TH	Board of Aldermen Meeting – Regular Session
Tuesday May 9 TH	Board of Alderman Meeting – Regular Session
Monday May 23 RD	Board of Aldermen Meeting – Regular Session
Monday May 29 TH	Town Offices Closed – Memorial Day
Tuesday June 13 TH	Board of Aldermen Meeting – Regular Session
Tuesday June 27 TH	Board of Aldermen Meeting – Regular Session
Tuesday, July 4 TH	Town Offices Closed – Independence Day
Tuesday July 11 TH	Board of Aldermen Meeting – Regular Session
Tuesday July 25 TH	Board of Aldermen Meeting – Regular Session
Tuesday August 8 TH	Board of Aldermen Meeting – Regular Session
Tuesday August 22 ND	Board of Aldermen Meeting – Regular Session
Monday September 4 TH	Town Offices Closed – Labor Day
Tuesday September 12 TH	Board of Aldermen Meeting – Regular Session
Tuesday September 26 TH	Board of Aldermen Meeting – Regular Session
Tuesday October 10 TH	Board of Aldermen Meeting – Regular Session
Tuesday October 24 TH	Board of Aldermen Meeting – Regular Session
Friday November 10th	Town Offices Closed- Veterans Day
Tuesday November 14 TH	Board of Aldermen Meeting – Regular Session
Tuesday November 28 TH	Board of Alderman Meeting- Regular Session
Tuesday December 12 TH	Board of Aldermen Meeting – Regular Session
December 22 nd , 26 th	Town Closed – Christmas Holidays

Board and Commission Meetings – February 2023

ABC Board	ABC Office – 52 Dayco Drive	February 21 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	February 7 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	February 21 3 rd Tuesday 8:30 AM
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	February 1 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	February 20 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	February 9 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	February 15 3 rd Wednesday 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	February 14 2 nd Tuesday 5:30 PM

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
Regular Meeting
January 24, 2023

THE WAYNESVILLE BOARD OF ALDERMEN held a regular meeting on Tuesday, January 24, 2023 at 6:00 pm. in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:06 pm with the following members present:

Mayor Gary Caldwell
Alderwoman Julia Freeman
Alderman Jon Feichter
Alderman Chuck Dickson
Alderman Anthony Sutton

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Elizabeth Teague, Planning Director
Luke Kinsland, Recreation Director
Fire Chief Joey Webb
Assistant Fire Chief Chris Mehaffey
Beth Gilmore, Director of Downtown Waynesville Commission
Police Chief, David Adams
Brandon Gilmore, Assistant Police Chief
Misty Hagood, Finance Director
Ricky Foster, Assistant Director of Public Services
Byron Hickox, Land Use Administrator
Elizabeth Teague, Planning Director
Candace Poolton, Town Clerk

Members of the media:

Becky Johnson, The Mountaineer

Others present:

Alex McKay, Downtown Waynesville Association
Adeline Wolfe, Mountain Housing Authority

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed and reminded everyone that the next Board of Aldermen meeting is February 14th.

B. PUBLIC COMMENT

Debbie Fleckenstein-177 Staymon Road, Waynesville: Mrs. Fleckenstein said that the Town of Waynesville used to be dog friendly, but it is no longer dog friendly because of the condition of the Waynesville dog park. She asked the Board of Aldermen if they understood the value of a dog park in this community. Because there's no dog park here in Waynesville, Mrs. Fleckenstein said tourists are taking their business to surrounding communities that have dog parks, such as Asheville or Canton. She also stated that regular maintenance and upgrades have never been done.

Lynn Gregory-206 Meadow Street, Waynesville: Ms. Gregory said they have lost access to the dog park due to lack of maintenance and shortsighted repairs. She added that the amount of mulch the Town plans to add to the dog park is too much and would make it difficult for seniors and people with disabilities to walk in the park. Ms. Gregory asked why flooding at the Canton dog park is not an issue, but it is for the Town of Waynesville. She said she is willing to help raise funds to support the dog park.

Tom Fleckenstein-177 Staymon Road, Waynesville: Mr. Fleckenstein said that not having a dog park in town is contributing to a loss of revenue from tourism.

Eva Hansen-21 Jenny Rae Lane, Waynesville: Ms. Hansen introduced herself as the Chair of the Parks and Recreation Advisory Commission. She congratulated Luke Kinsland on becoming Recreation Director and said he's been doing a great job. Ms. Hansen reported that at the last Commission meeting, dog park patrons attended. She said that she appreciated that they offered to help with the dog park project. Ms. Hansen would like to see an improved Master Plan as well as a Fund Development plan for Parks and Recreation.

Laurie Gower-774 Mulberry Street, Clyde: Ms. Gower said they just recently moved to the area, and part of what attracted them here was the Waynesville dog park. She asked if the Town could open the dog park and just rope off the part of the dog park where a French drain could be installed.

Sharon Taylor-197 Melinda Drive, Waynesville: Ms. Taylor said that the closure of the dog park has diminished her quality of life as well as others. She offered to help write grants to fund the dog park.

Virginia Wall-289 Chestnut Park Drive, Waynesville: Ms. Wall said that she's met many people from out of town at the dog park. She said she was very upset that round up was sprayed this summer on the perimeter of the dog park. She said now the Town manually pulls the weeds since she said something.

Town Manager Rob Hites said that he and Recreation Director Luke Kinsland went to the Canton dog park to see how they engineered their dog park and discovered that they do not have drainage issues because they don't follow the water into their storm sewer. He added that there is no storm sewer by the Waynesville dog park, but even if there was, doing the same thing that the Canton Park does would violate the Town of Waynesville storm sewer regulations. Mr. Hites further explained that the Public Works staff had been instructed to create elevation of the park to help create drainage that the park has never had before. Town Manager Hites said that they have been working with an engineer on how to create proper drainage of the

park. He added that they've checked with a local construction company to see if there's equipment that the Town could borrow to do some work on the park.

C. ADDITIONS OR DELETIONS TO THE AGENDA

Mayor Caldwell stated with no additions or deletions to the agenda, he asked for a motion to approve the consent agenda.

D. CONSENT AGENDA

All items below are routine by the Board of Aldermen and will be enacted by one motion. There will be no separate discussion on these items unless a Board member so requests. In which event, the item will be removed from the Consent Agenda and considered with other items listed in the Regular Agenda.

2. a. Adoption of minutes of the January 10th, 2023 Regular meeting
- b. Sarge's Dog Walk Special Event Permit

A motion was made by Alderman Anthony Sutton, seconded by Alderman Jon Feichter, to amend the January 10th, 2023 Board of Aldermen Regular Meeting Minutes to reflect 7:35pm entering the open session. The motion passed unanimously.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Chuck Dickson, to approve the Consent Agenda as amended. The motion passed unanimously.

E. PRESENTATION

3. Fire Department 2022 Annual Report
 - Chris Mehaffey, Assistant Fire Chief

Assistant Fire Chief Chris Mehaffey reported on 2022 highlights for the Waynesville Fire Department:

- Call volume increased to well over 3,100 calls for service, which is a new record.
- The Fire Department acquired two new Shift Captains, promoted several part-time staff members, and added volunteer (paid-on-call) members to the part-time roster.
- The Fire Department lowered their insurance rating to a Class 4 district-wide which saved homeowners outside city limits money on their homeowners insurance.
- A new tanker truck was ordered to replace the 1993 tanker that's still in service.
- Obtained a FEMA grant for \$108,000 for structural and wildland protective gear.
- Added a battery operated "Jaws of Life" tool to their arsenal.
- Ordered a rescue boat to enhance water rescue capability.
- Recorded eight cardiac arrest saves.
- Added a Fire Marshall to the staff roster (Darrell Calhoun). Mr. Calhoun has done an immense amount of public education and outreach.

- Fundraised \$1200 to help provide a Christmas to two families.

Mayor Gary Caldwell asked if the Rescue Squad has helped EMS. Assistant Fire Chief Mehaffey said they have not seen their capabilities yet because as of now they can only operate outside of the county or bring patients from outside the county into Haywood County.

Town Manager Rob Hites asked Mr. Mehaffey if structure fires have been on the rise. Mr. Mehaffey replied no.

Alderman Jon Feichter and Alderman Anthony Sutton thanked Fire Department for going above and beyond and doing such a wonderful job.

F. CALL FOR PUBLIC HEARING

4. Call for a Public Hearing to Consider a Request for Annexation

- Jesse Fowler, Assistant Town Manager

Assistant Town Manager Jesse Fowler reported that the Town of Waynesville received an application requesting the annexation of a property located at 271 Howell Mill Road. The applicant, Mountain Housing Opportunities, Inc. (MHO), came to the Town in 2021 to request infrastructure incentives for a future affordable housing development to be located on this lot. The Board of Aldermen awarded MHO these incentives in the amount of \$277,154, and now they have secured the funding to begin developing this piece of property. Mr. Fowler said that 271 Howell Mill Road lies within the Town of Waynesville's Extraterritorial Jurisdiction and exists without sewer infrastructure. To obtain sewer infrastructure, Mr. Fowler said the Town's ordinance requires that MHO apply for annexation. The current zoning of 271 Howell Mill Road is Howell Mill Urban Residential, and this zoning designation will remain unchanged.

Alderman Anthony Sutton asked if MHO already had allocation for water and sewer at the location. Mr. Fowler said no because two years ago the Town awarded MHO infrastructure incentives, and now that they have secured financing to start the project, pricing for building materials has increased.

A motion was made by Alderman Chuck Dickson, seconded by Alderman Jon Feichter, to hold a public hearing at the February 14th meeting of the Board of Aldermen in order to consider the annexation of a property identified as Parcel Pin#8616-42-5402. The motion passed unanimously.

5. Call for a Public Hearing to be held on January 24, 2023, to consider a Map Amendment for the property located at 465 Boyd Avenue (PIN 8605-96-8882).

- Byron Hickox, Land Use Administrator

Land Use Administrator Byron Hickox reported that the building on the property located at 465 Boyd Avenue was constructed in 1973 and has been used since as a Residential Care Facility. He said the property is located within the Hazelwood Urban Residential District, in which Residential Care Facilities are only permitted with a Special Use Permit. Mr. Hickox stated that there is a potential buyer who wants to use the

facility as an office space, which the current zoning does not allow. Mr. Hickox said that at its meeting on January 9, 2023, the Planning Board voted unanimously to recommend to The Board of Aldermen the creation of Hazelwood Urban Residential Mixed-Use Overlay 3 for this property.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Jon Feichter, to call for a Public Hearing to be held on February 14th, 2023, to consider a Map Amendment for the property located at 465 Boyd Avenue. The motion passed unanimously.

After the motion was made, Alderman Chuck Dickson asked if the Town has procured an easement for the greenway across that property yet. Planning Director Elizabeth Teague replied, no. Alderman Dickson's suggestion was to get the easement while they are re-zoning the property. Ms. Teague said that is not legal to do a *quid pro quo*. Ms. Teague added that the applicant is aware of the Town's plans with the greenway, and they are hoping to work together. Alderman Dickson asked Town Attorney, Martha Bradley, why we couldn't make the approval of re-zoning the property conditional on the applicant allowing an easement for the greenway. Ms. Bradley said there is no ordinance allowing conditional approval for re-zoning. Alderman Dickson said that he meant that we should just have a conversation with the applicant. Ms. Bradley said that it's possible to communicate with the applicant what the Town's needs are for the greenway and work with them.

6. Call for a Public Hearing to be held on February 14, 2023, to consider an Application for Text Amendment to Land Development Standards Section 17.3, Use Type Definitions, Personal Services.
 - Byron Hickox, Land Use Administrator

Land Use Administrator Byron Hickox said that The Land Development Standards Section 17.3 defines Personal Services as follows:

“Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers and non-permanent makeup services (excluding Tattoo Parlors).”

Mr. Hickox reported that the applicant proposed a text amendment that would remove the exclusion of tattoo parlors from the Personal Services definition. At its meeting on January 9, 2023, the Planning Board agreed to hold a special called meeting on January 30th, 2023, to consider this Application for Text Amendment. Mr. Hickox said if a recommendation is made by the Planning Board at this meeting, the matter could be heard by The Board of Aldermen at its February 14th, 2023 meeting.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Jon Feichter, to call for a Public Hearing to be held on February 14, 2023, to consider a Text Amendment to Land Development Standards Section 17.3, Use Type Definitions. The motion passed unanimously.

G. NEW BUSINESS

7. Request for Encroachment from DOT to install Downtown Entrance Sign.
 - Alderman Jon Feichter

Alderman Jon Feichter started by thanking the Downtown Waynesville Association for their work on this project. Alderman Feichter said they wanted to use the \$75,000 they had in the bank toward an entrance sign that would span across Main Street. This sign would be similar to the sign that crossed Main Street until 1972. Joyce Massey facilitated securing a meeting with the DOT to discuss the placement of the arch.

Alex McKay, a member of the Downtown Waynesville Association, went into detail about the history of the arch that once crossed Main Street. The first mention of the arch was 1933. The arch was taken down in 1972 due to disrepair.

Alderman Jon Feichter, in conjunction with the Downtown Waynesville Association, presented the new proposed design for the arch. He said the proposed area to place the arch would be near the Watami parking lot and the church across the street. Alderman Feichter said in the original design for the sign stated the sign could be made with aluminum, but after meeting with the DOT, they said the height of the sign needed to be raised. This meant the sign needed to be made of steel so it could withstand 110mph winds. The change in material increased the cost of the sign from \$65,000 to \$167,000. Alderman Feichter said the DWA has about 40% of the funds, then they will apply for a grant through the TDA in addition to private fundraising.

Alderman Feichter said the next step is to take these plans to the DOT and ask them to provide an encroachment that will allow the DWA to construct the archway across the Main Street.

Town Manager Rob Hites said the design plan was done by an engineer so when the DWA goes to the DOT, they have everything they need to submit the encroachment. Mr. Hites added that this was done so that if the Board approved the motion, going to the DOT would be the final step.

Alderman Chuck Dickson asked if the Downtown Waynesville Commission had seen the presentation. Alderman Feichter replied that they had not because the DWA originally wanted to make sure they had the NCDOT authorization before presenting to the Board, because there may be a chance they could say no. Mr. Hites told Alderman Feichter that the Board had to request the encroachment agreement from the NCDOT first, hence the arch presentation to the Board.

Mayor Gary Caldwell commended the DWA for their work on the arch.

Alderman Anthony Sutton asked if we grant the encroachment to DOT, does that mean DOT would have use of the sign? Mr. Hites said the DOT would not move any further on the sign without an encroachment request on the table. Mr. Hites said that his thought in approving the encroachment, the DOT would also make a comment on the message on the sign, but not the artwork on the sign. Alderman Sutton stated his concern is the DWA going to the DOT to ask for placement, but they hadn't gone to the Downtown Waynesville Commission first. Alderman Dickson asked if the DWC did not approve of the arch, would the project not move forward? Mr. Hites replied that the Board has the final say, not the DWC.

A motion was made by Alderman Jon Feichter, seconded by Alderwoman Julia Freeman, to authorize the Town to apply for an encroachment agreement with NCDOT in order to erect the Gateway to the Great Smoky Mountains archway sign at the location shown on the attached map. Prior to a vote on this motion, the Board discussed ownership of the sign and the possibility of seeking approval from the Town's Downtown Waynesville Commission. Following this conversation, Alderman Dickson, seconded by Alderman Sutton, made a motion to authorize the Town to apply for an encroachment agreement with NCDOT in order to erect the Gateway to the Great Smoky Mountains archway sign at the location shown on the attached map contingent upon approval of the Downtown Waynesville Commission. The motion passed unanimously.

8. Breezemont Drive/Brad Street Traffic Calming
- Ricky Foster, Assistant Director of Public Services

Assistant Director of Public Services, Ricky Foster, presented a second look at a proposal for Country Club Drive, Breezemont Drive and the Brad Street intersection. After consideration from the Traffic Calming Committee, the first recommendation for traffic calming devices for this area was unsatisfactory because the speed humps slowed EMS vehicles. Public Services had J.M. Teague revisit the request and they presented rumble strips as the best measure to slow traffic but not emergency vehicles. Mr. Foster reported that there will be adequate signage advising drivers of the rumble strips. He also said that after trimming of vegetation and installation of mirrors, sight distance will be improved.

Alderman Jon Feichter asked for an update on some other traffic calming projects, including Boundary St. and Brown Ave. Mr. Foster said that requests are first come, first serve, and that it's difficult to complete projects with a limited budget. Alderman Feichter requested that Public Services present a list of projects and their status at a future meeting.

A motion was made by Alderman Anthony Sutton, seconded by Alderwoman Julia Freeman, to approve the revised traffic calming measures for Breezemont Drive/Brad Street. The motion passed unanimously.

9. Stewart Engineering Proposal for Planning and Consulting Services
- Jesse Fowler, Assistant Town Manager

Assistant Town Manager Jesse Fowler said the Board of Aldermen previously moved to hold a joint meeting with members of the Town of Waynesville Planning Board to discuss how the Town's Zoning Ordinance and Comprehensive Land Use Plan relate to one another. During the meeting, any changes to the current zoning map that the Board would like to see would be discussed.

Mr. Fowler reported that Town staff contacted Stewart Engineering and requested that their firm facilitate this meeting with Jake Petrosky. Stewart Engineering is the firm that the Town of Waynesville Hired in 2018 to assist the Town in updating our Comprehensive Land Use Plan and Jake Petrosky was Stewart Engineering's project lead for this project for approximately 2 years, which makes them an excellent fit to facilitate. Mr. Fowler requested the Board's approval of this contract, which would cost \$8,825. Mr. Fowler recommended that a couple of Board of Aldermen members and Planning Board members create an agenda

and narrow down some specific questions prior to the facilitated meeting. Mr. Fowler asked the Board to set a date for the facilitated meeting, keeping in mind that the Board Retreat is February 24th.

Alderman Chuck Dickson asked what happens after the facilitated meeting. Mr. Fowler said the purpose of this meeting is to address density, a discussion about a town-wide call for downsizing and what that means, what's allowed, and what that would look like in the future, and how in the Comprehensive Land Use Plan, there is a lot of discussion on how the Zoning map currently doesn't necessarily reflect the Future Land Uses for what the town should be. The Planning Board requested guidance from the Board of Aldermen because they get a lot calls for density changes.

Alderman Jon Feichter said the meeting is reasonable and agreed with Mr. Fowler that using the same facilitator that assisted with re-vamping the Land Use plan the first time seems like a no-brainer. He also agreed that a facilitator would be essential to accomplishing things when there are so many people involved at the meeting.

After deliberation, the Board agreed to hold the facilitated meeting with Stewart Engineering on March 24th.

A motion was made by Alderman Jon Feichter, seconded by Alderman Anthony Sutton, to approve Stewart Engineering's proposal for Planning Consultant Services in the amount of \$8,825. The motion passed unanimously.

10. Charging Credit and Debit Card Fees

- Misty Hagood, Finance Director

Finance Director Misty Hagood reported that the Town of Waynesville has offered the option to pay utilities and taxes online with a credit or debit card. The agreement was originally signed with Official Payments, the online payment platform, in 2008 and ACI Worldwide acquired Official Payments in 2013. The current agreement allows the online processor to charge our customers paying a utility bill a flat fee with a \$300 payment cap and a tax payment has a fee, but no cap. Ms. Hagood said the Finance Department has had many customers complain of the cap on utility payments. Ms. Hagood explained that if a customer has a high bill, or they are an industrial user, they will have to make several transactions, which means they would have to pay several transaction fees. Ms. Hagood said after she reached out to ACI Worldwide to inquire about fees, they recommended that we sign a new agreement with them with the following fee structure for utility and tax online payments: Credit Cards would be 2.95% with \$1.00 minimum and Debit Cards would be 1.95% with \$1.00 minimum. Ms. Hagood explained that this fee structure will be simpler and allow utility payments online with a credit or debit card without a cap.

Alderman Jon Feichter asked Ms. Hagood if she shopped around to get a lower percentage rate for the credit/debit fees. Ms. Hagood said no, but this payment system interfaces with the current software used for online billing. The software allows customers to see their billing online, pay online, and then the payment immediately posts to Munis. She added that Munis is about to go through a huge update, so she would prefer to hold off on making any big changes at this point in time.

A motion was made by Alderman Chuck Dickson, seconded by Alderman Anthony Sutton, to approve the Resolution to Approve Charging Utility and Tax Customers a Fee for Processing Credit/Debit Card Payments. The motion passed unanimously.

11. Request approval to expand the Waynesville Police Department's traffic enforcement program by developing a motorcycle program.

- Chief David Adams and Assistant Police Chief Brandon Gilmore

Chief David Adams reported that the Police Department has been looking to develop a motorcycle unit for a while, which is why they would like to purchase two Harley Davidson police motorcycles from Hendersonville for \$2,000 each. Before moving forward with putting the officers on the motorcycles, Chief Adams said motorcycle officers will complete a 60 hour training course. Chief Adams said that having a motorcycle unit would be good PR, provide educational opportunities, and could be used in parades and funerals.

Assistant Police Chief Brandon Gilmore reported that the 2012-2013 fully equipped motorcycles have around 13,000 miles each. Usually, they cost \$22,000 to the public. He said that they get a lot of requests to help with traffic and events in which they could now participate. Assistant Chief Gilmore said that having a motorcycle unit also provides an opportunity to attract new officers and allows officers within the Town move around within the organization and not get "stagnant" in their careers. He added that the NC Bike Safety program they would be involved with provided grant funding to help with bike maintenance, replace the motorcycles if they break, and provide funding to teach motorcycle classes to the public.

A motion was made by Alderwoman Julia Freeman, seconded by Alderman Chuck Dickson, to approve the Waynesville Police Department to continue the development of a motorcycle team. The motion passed unanimously.

A motion was made by Alderwoman Julia Freeman, seconded by Alderman Chuck Dickson, to approve the purchase of two motorcycles from the Hendersonville Police Department at a total cost of \$4,000.00 or \$2,000.00 apiece from line item 10-4310-532920. The motion passed unanimously.

12. Town of Waynesville Recreation Donation for Fitness Equipment

- Luke Kinsland, Recreation Director

Recreation Director Luke Kinsland reported that the Town of Waynesville Recreation Department had received a donation in the amount of \$10,000 with the intent of updating fitness equipment. Mr. Kinsland stated that the original amount of this donation was \$100,000 left to the recreation center by Mr. David M. Feldman upon his death. He was an avid user of the facility and loved to exercise. Mr. Kinsland said that he learned through the estate that Mr. Feldman changed his beneficiary to his friend. Mr. Kinsland reported that the friend has now donated \$10,000 to the recreation department to be used toward updating fitness equipment. The Recreation Center's greatest need of updates is spin bikes so he would like to use these funds toward the purchase of new spin bikes.

A motion was made by Alderman Chuck Dickson, seconded by Alderman Anthony Sutton, to approve the donation amount \$10,000 to pay toward 7 new spin bikes at the recreation center. The motion passed unanimously.

H. COMMUNICATION FROM STAFF

13. Manager's Report

- Town Manager, Rob Hites

Town Manager Rob Hites announced that Alderman Anthony Sutton had been elected chair of the French Broad River Metropolitan Planning Organization. Alderman Sutton will hold that position for two years. The MPO represents Buncombe, Haywood, Madison, and Henderson Counties. Mr. Hites said with Planning Director Elizabeth Teague sitting on the Technical Advisory Committee and Alderman Sutton as the chair of the MPO, Waynesville is well represented.

Mr. Hites asked the Board to start thinking about what they would like to put on the Agenda for the upcoming Board Retreat. He said the budget for next year is going to be tight, so think about where we can hone down.

14. Town Attorney Report

- Town Attorney, Martha Bradley

Town Attorney Martha Bradley had nothing to report.

I. COMMUNICATIONS FROM THE MAYOR AND BOARD

Alderman Anthony Sutton said the Land of Sky Regional Council is working with the MPO Board and they would like to apply for funding to have a safety officer in the MPO region (Haywood, Buncombe, Henderson, Madison Counties). There is nothing needed from municipalities, but Land of Sky Regional Council would like a letter of support, which is one requirement of the grant. The Safety Officer would work with schools and students to provide education and encouragement activities while also coordinating with community partners and NCDOT to help improve roadway engineering and traffic enforcement in needed areas.

A motion was made by Alderman Anthony Sutton, seconded by Alderman Chuck Dickson, to approve sending a letter of support. The motion passed unanimously.

J. ADJOURN

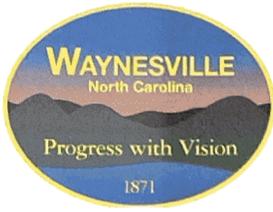
A motion was made by Alderman Anthony Sutton, seconded by Alderwoman Julia Freeman, to adjourn at 8:15pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk



Application for Special Events Permit

I. General Information

EVENT NAME: HCM Community 5K and Block Party

EVENT DATE(S): April 29, 2023
Note: If event is more than three days in duration, and not in the public right-of-way, you will also need a temporary event permit. Contact the Waynesville Police Dept. at 828-456-5363 for more information.

LOCATION: Charles Street, Between Branner and Boundary. (See map for race route)

IF THIS EVENT IS A PARADE OR ROAD RACE: Please provide a full route description and map

SET-UP TIME (START/END): 8:00AM – 9:00AM

EVENT HOURS: 9:00AM – 3:00PM

DISMANTLE HOURS (START/END): 3:00PM – 5:00PM

ESTIMATED ATTENDANCE: 200

BASIS ON WHICH THIS ESTIMATE IS MADE: General/Hoped for 5K Attendance

COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000. Please attach proof of insurance (or applicable rider).

II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME: Haywood Christian Ministry, Inc. (HCM)

ARE YOU A NON PROFIT CORPORATION? No Yes If yes, are you 501c(3) 501c(6) Place of Worship

APPLICANT NAME: Blake Hart TITLE: Executive Director

ADDRESS: 150 Branner Ave CITY: Waynesville STATE: NC ZIP 28786

PHONE: 828-456-4838 FAX#: 828-456-7058 EMAIL: blakehart@haywoodministry.org

ON-SITE CONTACT: Blake Hart TITLE: Executive Director

ADDRESS: 150 Branner Ave / Waynesville, NC 28786

PHONE #: 828-456-4838 CELL PHONE #: 828-307-3842 EMAIL: blakehart@haywoodministry.org

III. Brief Description of Event

We hope to have a 5K in the morning with a block party behind our facilities afterwards. We hope to have food trucks, vendors, bounce houses, and hopefully a small concert in our field next to 124 Branner.

IV. Street Closure Request (Attach map of the Street Closure)

List any street(s) (or lanes of streets) requiring temporary street closure as a result of this event.
Include street name(s) indicating beginning and endpoints of the closing, day, date and time of closing and reopening:

- 1. Charles Street between Branner and Boundary
- 2. Please see attached map for 5k route.
- 3.

V. Event Details

YES NO

 Does the event involve the sale or **use of alcoholic beverages**?
If yes, has the ABC permit been obtained? Yes No Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout) **(Not Yet)**

 Does the event involve the **sale of food**? Food Trucks
If "YES", has the health department been notified? _____ Have you applied for a temporary permit? Not yet

 Will there be **musical entertainment** at your event? IF "YES" provide the following information:
Number of Stages: 1 Number of Band(s): 1 Amplification? yes

Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.

 Do you plan to use an existing **occupied building**? Address 150 Branner Avenue (for restrooms)

 Do you plan to use an existing **vacant building**? Address _____

 Will there be any **tents or canopies** in the proposed event site? Please provide the following information:
Approx. Number of Tents: 10-15 Will any tent exceed 400 sq. feet in area? NO YES

 Does the event involve the use of **pyrotechnics**? Explain _____

 Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? _____

 Will you require **electrical hookup** for the event? Generators? We will use power from our own buildings

 Will you require **access to water** for the event? Explain Any water access will be in our facilities.

 Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. For 5k = \$25 early registration; \$30 Regular Sign Ups, \$15 for students under 18. _____

 Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). \$50 for a vendor table. _____

 Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? Not yet

 Will **inflatable parade balloons** be used for the event? Provide details if necessary.

VI. Additional Questions

How will **parking** be accommodated for this event?

We will encourage all participants to park in the Free Public Courthouse

Parking garage. Accessible parking in front of the Thrift Store.

Notes:

1. Parking and buildings involved may be examined for ADA compliance.
2. You may be required to provide a shuttle if the event places undue demands on surrounding parking areas.

How will **trash** be contained and removed during and after the event?

We will remove trash in our dumpsters

Volunteers: Will you require Civilian Police Volunteers for your event?

Yes, For the 5k.

Apply for this permit at least 60 days prior to your special event. (30 days for a neighborhood street closing)

Return to:

Jesse Fowler, Assistant Town Manager

Town of Waynesville

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

Telephone: (828) 452-2491

Fax No. : (828) 456-2000

Email Address: jfowler@waynesvillenc.gov

VIII. Special Information for Applicants

- * Do not announce, advertise or promote your event until you have an approved and signed permit.
- * You will be required to notify property owners affected by the event at the time a special events permit is issued with a copy of any correspondence provided to the Town for the permit file.
- * **Only chalk may be used on streets – no permanent paint. No permanent alterations to the street will be permitted.**
- * The Town has an ordinance prohibiting the use of tobacco and e-cigarettes in the business districts and all parks of the Town. The Applicant is to communicate this information to all vendors and participants. Permanent signs are in place in these districts and parks.
- * The Town has an ordinance allowing animals at festivals. Any incidents should be reported to the Police Department.
- * The Applicant shall be responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing on-duty law enforcement officers, to appropriately police street closures. For festivals, the Applicant shall be additionally responsible for hiring and paying off-duty law enforcement officers, or reimbursing the Town for the costs of providing city staff, including but not limited to: on-duty law enforcement officers, to provide internal festival security and for hiring and paying necessary emergency medical technicians.
- * The Assistant Town Manager, in consultation with the Waynesville Police Department, shall determine the number of officers needed to appropriately monitor street closures and for internal security, and with the Fire Department to determine the number of emergency medical technicians needed, and the time when such services shall commence and end.

FOR INTERNAL USE ONLY:

Application received:

Application approved:

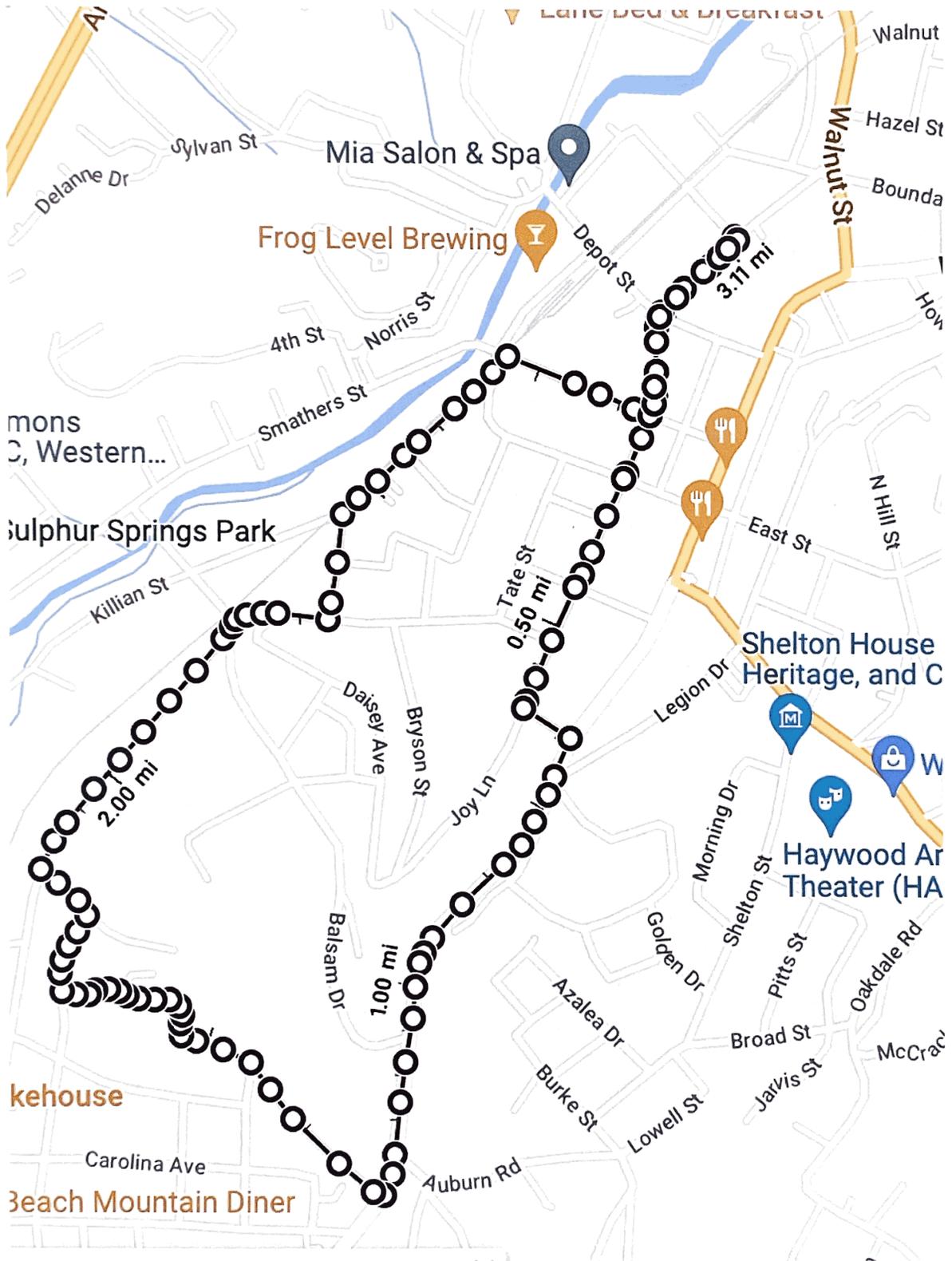
Application denied:

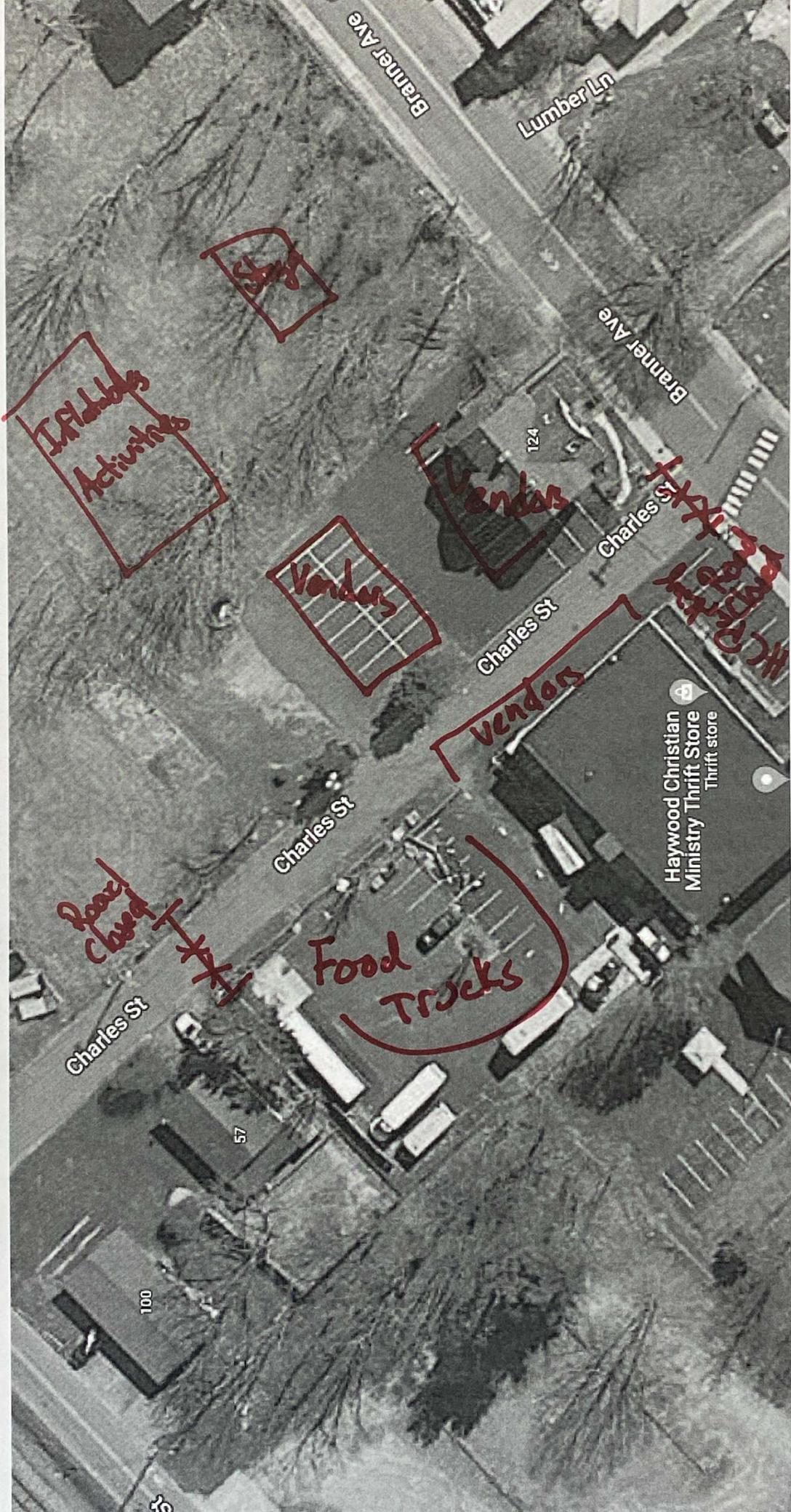
HCM Community 5K & Block Party

Race Route Description

- Beginning on Branner Avenue in front of the HCM Thrift Store, runners will head South West towards Haywood St.
- They will continue onto Haywood St. until it arrives at South Main Street.
- Runners will turn right onto South Main Street.
- Runners will continue on South Main Street until arriving at and turning right onto Grimball Dr.
- Runners will follow Grimball to Camelot Dr and turn right onto Camelot.
- They will continue to Hazelview Dr and Turn Left
- At the end of Hazelview they will turn right onto Brown Avenue
- Runners will follow Brown until it empties onto Boyd and turn right onto Boyd Ave.
- Runners will then turn Left onto Richland St.
- Runners will follow Richland until it intersects with Miller St and turn right onto Miller St.
- Runners will then turn left onto N. Haywood Street and continue on to Branner Avenue.
- The Race will conclude when runners turn down Charles Street finishing between the HCM Thrift Store and the HCM Office Building.

Race Map





**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT: National Developmental Disability Awareness Month

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler
Presenter: **Mayor Gary Caldwell**

BRIEF SUMMARY: The month of March is National Developmental Disability Awareness Month. This proclamation would lend official recognition to the importance of acceptance and inclusion while educating the public on the unique abilities of people who have intellectual and developmental disabilities, and the value they bring to each community

MOTION FOR CONSIDERATION: To proclaim March 2023 National Developmental Disability Awareness Month.

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS: Developmental Disability Awareness Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Proclamation- Developmental Disability Awareness Month- March 2023

Whereas: A Developmental Disability is diverse group of chronic conditions that are due to mental or physical impairments that arise before adulthood.

Whereas: The condition is likely to continue indefinitely and limits the individual in 3 or more of the following areas: Self-care, Receptive and expressive language, Learning, Mobility, Self-direction, Capacity for independent living, and Economic self-sufficiency.

Whereas: The condition creates the individual's need for a combination of special, interdisciplinary services, individualized/person-centered supports, and other forms of long-term assistance that are individually planned and coordinated.

Whereas: The disability experience is a natural part of life and is valued as a part of our rich diversity.

Whereas: The most effective way to increase awareness is through everyone's openness to learn and acknowledge that there are systemic barriers that reduce the likelihood of those with disabilities enjoying equitable experiences and living independent, productive lives within their communities.

Whereas: Policies must be developed, attitudes shaped, and equitable experiences be offered to all individuals, including those with developmental disabilities.

Whereas: Citizens should do all in their power to recognize the value of the disability experience in our lives and the valued role it has in our rich diversity, recognize the barriers presented to those with disabilities across all aspects of their lives, and create ways to include everyone in all aspects of life, understand the losses (financial, spiritual, human rights, contributions to community, and otherwise) when our communities segregate and create barriers for those with disabilities, and demand policymakers no longer invest in segregation and create inclusive, equitable policies and systems for all.

And,

Now, therefore, I, Gary Caldwell, by virtue of the authority vested in me as the Mayor of the Town of Waynesville, North Carolina, do hereby proclaim March 2023 as

DEVELOPMENTAL DISABILITIES AWARENESS MONTH

and galvanize efforts that will lead our communities and policy makers to create real system changes so people with developmental disabilities will enjoy equitable, inclusive lives.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the Town to be affixed this 14th day of February, in the year of our Lord, two thousand and twenty- three.

ATTEST:

Town of Waynesville

Candace Poolton, Town Clerk

Gary Caldwell, Mayor

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 8, 2022**

SUBJECT: The USPCA Excellence Award for Officer Cameron Gasperson and K-9 Bruer

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Police
Contact: Assistant Chief Brandon Gilmore
Presenter: **Assistant Chief Brandon Gilmore**

BRIEF SUMMARY: See previously attached document

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: (must have approval by Finance Director prior to submission to the Board)

Misty Hagood, Finance Director

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

USPCA Case of the Quarter

On December 5th, 2022, the Waynesville Police Department was alerted to a stolen vehicle traveling through town. The owner of the vehicle, who had previously reported it stolen to the Cherokee Police Department, was following it on US 23/74 traveling east. The stolen vehicle drove through an old K-mart parking lot and eventually rammed into the caller's vehicle that was following close behind. The stolen vehicle fled the area traveling back towards Jackson County. The suspect drove the stolen vehicle off US 23/74 west and made a left turn traveling towards Eagles Nest Road. Officers from the Waynesville Police Department along with K-9 Officer Cameron Gasperson and K-9 Bruer converged on the area and located the stolen vehicle in a driveway of a residence. After conducting a felony stop and clearing the vehicle, it became apparent that the suspect had fled on foot. The owner of the vehicle advised that multiple firearms were inside the vehicle at the time it was stolen and only one firearm was located inside the vehicle when officers initially cleared it. This was a residential area that the suspect had fled into and being that firearms were unaccounted for and the suspect had already showed the propensity for violence by ramming other vehicles, Officer Gasperson felt as if it was necessary to deploy K-9 Bruer in an attempt to locate the suspect. K-9 Officer Gasperson quickly harnessed K-9 Bruer and deployed him for a track of the fleeing suspect along with additional cover officers. During the track, K-9 Bruer found several articles, including a sweatshirt, a shoulder bag and a cell phone belonging to the suspect. A perimeter was established surrounding the area, while K-9 Bruer and cover officers continued to scale down the steep terrain. As officer's approached a residence off High Ridge Road, K-9 Bruer was tracking and he suddenly gave a behavior change letting Gasperson know that the suspect was close. Thanks to K-9 Bruer, the suspect was located concealed under some leaves and brush that he had pulled over top of himself. After given verbal commands to comply by K-9 Officer Gasperson, the suspect was taken into custody without further incident. The total length of the track was estimated to be ¼ mile from start to finish over rough wooded terrain and asphalt surfaces. Had it not been for efforts of K-9 Bruer and Officer Gasperson the suspect would have defiantly evaded capture and possibly revictimized someone else in that community in an attempt to escape.

TOWN OF WAYNESVILLE BOARD OF ALDERMEN

REQUEST FOR BOARD ACTION

Meeting Date: January 10, 2023

SUBJECT: Call for Public Hearing: Mountain Housing Opportunities Affordable housing Incentive Adjustment

AGENDA INFORMATION

Agenda Location: Call for Public Hearing
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

In 2021, the Board of Aldermen approved Affordable Housing Policy incentives for Mountain Housing Opportunity's (MHO) affordable housing development that will be located on Howell Mill Road on the property identified as Parcel PIN# 8616-42-5414. The approved incentives totaled \$167,154. This incentive would serve the purpose of reimbursing the Town of Waynesville's Sewer Fund in order to cover the costs of system development fees, as well as the cost of infrastructure materials and installation down Abel land Lane in order to connect MHO's development to municipal sewer service.

MHO's development project relied on other outside funding sources such as Low-Income Housing Tax Credits in order to be successful, and they were unable to secure that funding until recently which postponed the development. Since the Board's original incentive approval construction costs have increased, and so MHO is requesting an amendment to the original incentive. The current estimated cost of extending Town sewer infrastructure down Abel Lane to MHO's development site is \$368,125, plus the additional cost of \$100,000 for System Development Fees, equaling \$468,125.

MOTION FOR CONSIDERATION

- Motion to call for a public hearing on February 28, 2023, for the purpose of considering an amendment to the Affordable Housing Policy Incentives granted to Mountain Housing Opportunities.

FUNDING SOURCE/IMPACT

- General Fund appropriation of \$468,125 into the Sewer Fund

ATTACHMENTS

- Mountain Housing Opportunities original application for Affordable Housing Policy Incentives.
- Mountain Housing Opportunities updated project cost estimates.

MANAGER'S COMMENTS AND RECCOMENDATIONS

While the extension of sewer is critical to the construction of MHO's development, this collection line will permit other properties along Howell Mill Road to access the Town's sewer system in the future.



IN REQUEST FOR
AFFORDABLE HOUSING INCENTIVE GRANT

SEWER & WATER EXTENSION | 333 HOWELL MILL RD





January 27, 2021

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

Waynesville Town Employees and City Officials,

It is with great enthusiasm that Mountain Housing Opportunities, Inc. (MHO) is submitting the following **grant request in the amount of \$306,750.00** for sewer and waterline extension regarding our potential affordable housing development, "Balsam Edge", at 333 Howell Mill Road.

MHO has been developing affordable housing for 32 years in the Western North Carolina region with a seasoned and talented staff. Through development, new construction, renovation, and acquisition, MHO now owns a total of 1,134 affordable rental units.

As MHO continues to prioritize the creation of affordable housing throughout Western North Carolina, we are eager to recognize and act upon the intense need for housing in our region's more rural areas and the towns that anchor them. Producing quality housing affordable to low income individuals so that all may be able to continue to live and participate in their community is central to our mission and an ideal we are excited to help bring to Waynesville.

With our proposed development, Balsam Edge will bring **84 affordable, family units** to the Town of Waynesville. All units will be serving those earning below 80% of Area Median Income (AMI), with one, two, and three bedroom units targeting a range of **income levels from 40% AMI to 80% AMI**.

Thank you for the opportunity to submit this incentive grant for project infrastructure, and we look forward to continuing to move Balsam Edge toward completion in Waynesville.

Sincerely,

Adeline Wolfe
Project Manager & Real Estate Developer

Contents

- I Request Summary | 01
- II Developer Qualifications | 03
- III Project Narrative | 05
- IV Financial Narrative | 07
- V Grant Request | 09

Addenda

- A. Multi-family Portfolio
- B. Architectural & Site Design Package
- C. Pro Forma
- D. Club House Elevation Re-Design

I Request Summary

Project Summary



MHO's development at 333 Howell Mill Road, Balsm Edge, will be an 84 unit, family oriented apartment community near the intersection of Russ Avenue and Howell Mill Road. It adheres to the underlying UR-HM density requirements. Upon completion, the site will include 3 residential buildings, a community building with communal amenity space, a picnic/grilling area, a play ground, and 1.75 parking spaces per unit. Total average property affordability will be 55% of AMI with no unit targeting greater than a household income of 80% AMI.

Unit Summary and Affordability

Unit Types	Quantity	Rent
One Bedroom		
40% AMI	6	388
50% AMI	4	504
60% AMI	10	621
80% AMI	2	721
Subtotal	22	
Affordability	54.55%	
Two Bedroom		
40% AMI	9	469
50% AMI	10	609
60% AMI	19	749
80% AMI	4	849
Subtotal	42	
Affordability	55.24%	
Three Bedromm		
40% AMI	6	539
50% AMI	2	701
60% AMI	9	863
80% AMI	3	963
Subtotal	20	
Affordability	56.00%	
Total Units	84	
Percent 1BR	26%	
Average Total Affordability	55.24%	

Financial Summary

Project Working Timeline

- On-going | Due Diligence & Pre-development
- May 2021 | Final LIHTC app due & COMMITMENT OF FUNDS
- December 2021 | Final Construction Drawings
- June 2022 | Financial Closing
- June 2022- August 2023 | Construction
- Summer 2023 | Lease Up

Current Sources of Funds

9% LIHTC Equity.....	\$10,034,500
USDA 538 Construction/Perm Loan.....	2,606,587
Secondary Soft Debt.....	1,840,000
Town of Waynesville Grant.....	306,750
Total Development Cost.....	\$14,787,837

Preliminary application for the 9% Low Income Housing Tax Credit (LIHTC) program has been submitted as of January 24th and is under review. Debt in addition to permanent financing will be a conglomerate of soft mezzanine debt. Under this category, the project has qualified for Rental Production Program Loans (RPP) and is in discussion with Dogwood Health Trust about possible loan opportunities.

For gap financing in regards to sewer and water extensions, MHO is asking for grant money from the Town of Waynesville’s affordable housing incentive program in the amount of \$306,750, to be confirmed in writing by May of 2021.

II Developer Qualifications

Mountain Housing Opportunities | Developer



64 Clingman Avenue
Suite 101
Asheville, NC 28801

Ph: 828.254.0120
Fax: 828.254.0120
www.mtnhousing.org

Mountain Housing Opportunities, Inc. has been operating as a nonprofit organization for the creation and improvement of affordable housing in Western North Carolina since 1988. Our community investment arm that oversees the production of multi-family units has financed approximately \$100 million in affordable housing assets and has developed a total of 1,134 units, with 212 additional units scheduled to come online in early Spring of this year upon the completion of the Lee Walker Heights redevelopment. Throughout each development, quality of design and resident life have been at the forefront of our process.

Development Team

MHO's current development team working on Balsam Edge will include:

Cindy Visnich Weeks, Vice President and Director of Community Investments. Ms. Visnich-Weeks has 30+ years of affordable housing and development experience and a master's degree in community and economic development.

Geoffrey Barton, Director of Real Estate Development, oversees the development team. Geoffrey is a licensed architect and has over 9 years of affordable housing and development experience.

Rich Olejniczak, Senior Real Estate Developer, will assist with project management. Rich has a master's in social work and over 25 years of affordable housing and development experience.

Adeline Wolfe, Real Estate Developer will be project manager. Adeline has two years of affordable housing experience and a masters degrees in Sustainable Real Estate Development and Preservation Studies from Tulane University.

Aaron Green, Enterprise Rose Architectural Fellow, will help ensure that the architectural and site plans meet the specific needs of both the project and Waynesville zoning standards.

Completed Projects

Displayed below are a summary of our three most recent affordable multi-family developments, with the entirety of our multi-family portfolio available for viewing in addendum A.

East Haven Apartments

- Location: Swannanoa, NC
- Completed: 2020
- Units: 95



Eagle Market Place

- Location: Asheville, NC
- Completed: 2019
- Units: 62
- Commercial Space: 9,000 SF



Copyright: SnapWerx LLC

Villas at Fallen Spruce

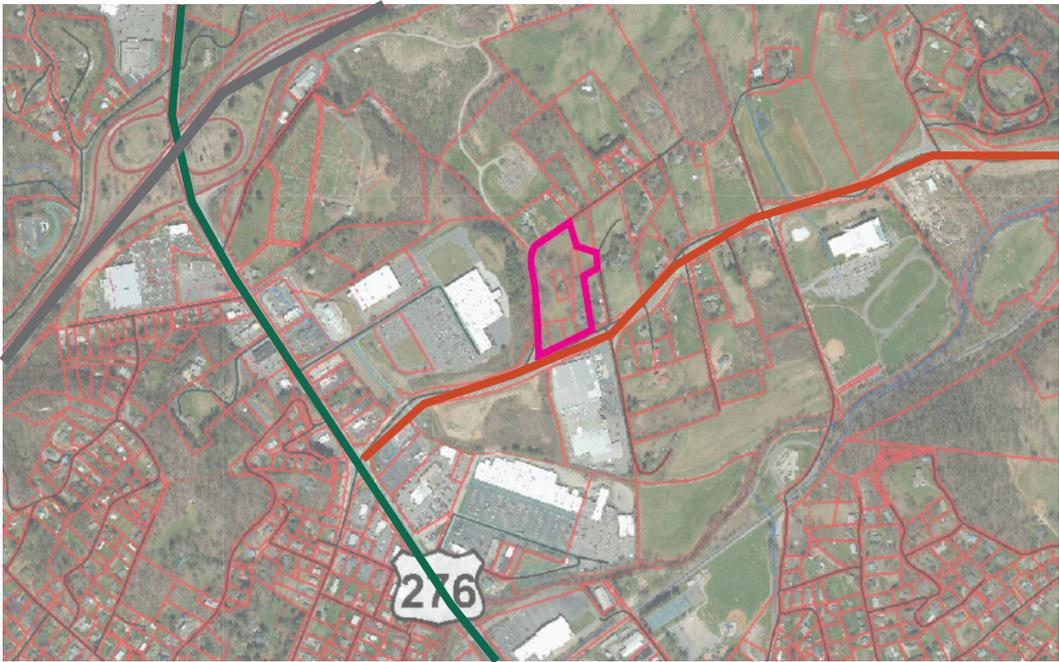
- Location: Asheville, NC
- Completed: 2015
- Units: 55



III Project Narrative

Balsam Edge will introduce 84 affordable, family targeted units to Waynesville, NC. The site's position on Howell Mill Road has been targeted as a prime multi-family development area by the Planning Division, reflected in its Howell Mill Urban Residential Zoning designation. Development plans for the site are in direct congruence with the Town's intentional housing expansion plans in regards to land use. Furthermore, it is positioned to provide rents affordable to workers of surrounding industries with a presence and Waynesville and throughout Haywood County.

Taking into account the preservation of Waynesville's natural beauty and environmental standards, Balsam Edge will be built following EnergyStar guidelines for all buildings. Additionally, current site plans have used the topography as an amenity to preserve view corridors to the surrounding mountain area and will incorporate native plant species into the landscaping.



- Great Smoky Mountains Expressway
- Howell Mill Road
- Russ Avenue



Project Timeline

On-going | Due Dilligence & Pre-development

May 2021 | Final LIHTC app due & COMMITMENT OF FUNDS

December 2021 | Final Construction Drawings

June 2022 | Financial Closing

June 2022- August 2023 | Construction

Summer 2023 | Lease Up

Unit Summary & Affordability

Again, the intent of Balsam Edge is to target low and moderate income families in Waynesville typically excluded from most market rate and luxury developments. Very low income persons and workforce families alike will have units affordable to them. Additionally, 12 ADA accessible units will be included.

Unit Types	Quantity	Rent
One Bedroom		
40% AMI	6	388
50% AMI	4	504
60% AMI	10	621
80% AMI	2	721
Subtotal	22	
Affordability	54.55%	
Two Bedroom		
40% AMI	9	469
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Three Bedroom		
40% AMI	6	539
50% AMI	2	701
60% AMI	9	863
80% AMI	3	963
Subtotal	20	
Affordability	56.00%	
Total Units	84	
Percent 1BR	26%	
Average Total Affordability	55.24%	

Site plans (existing and proposed), Elevations, Floorplans, Tentative Clubhouse Plans, and Projected Buildout may be found in the attached package corresponding to **Addendum B**.

IV Financial Narrative

Target Market

Market Analysis and following information courtesy of:
T. Ronald Brown: Research & Analysis

	<u>30 percent</u>	<u>40 percent</u>	<u>60 percent</u>	<u>80 percent</u>	<u>Total*</u>
Total demand					
1 bedroom	110	88	52	52	296
2 bedroom	155	123	73	73	415
3 bedroom	91	72	43	43	244
4 bedroom	31	25	15	15	84
Total	387	308	182	182	1,039
Supply					
1 bedroom	0	11	20	0	31
2 bedroom	0	3	20	0	23
3 bedroom	0	0	0	0	0
4 bedroom	0	0	0	0	0
Total	0	14	40	0	54
Net demand					
1 bedroom	110	77	32	52	265
2 bedroom	155	120	53	73	392
3 bedroom	91	72	43	43	244
4 bedroom	31	25	15	15	84
Total	387	294	142	182	985
Capture rates					
1 bedroom	2.7%	0.0%	9.4%	0.0%	2.3%
2 bedroom	6.5%	5.0%	49.3%	19.2%	14.3%
3 bedroom	5.5%	0.0%	25.8%	14.0%	9.0%
4 bedroom	0.0%	0.0%	0.0%	0.0%	0.0%
Total	4.7%	2.0%	28.2%	11.0%	8.5%

Sources & Uses

Sources

9% LIHTC Equity.....	\$10,435,648
USDA 538 Construction/Perm Loan.....	4,028,164
Secondary Soft Debt/ Gap Equity.....	287,996
Town of Waynesville Grant.....	306,750

Total Development Cost.....\$15,058,558

Uses

Hard Costs.....	\$ 11,479,358
Sewer/ Water Extension.....	306,750
Financing & Due Diligence.....	402,211
Legal & Compliance.....	370,310
Other Soft Costs.....	1,229,000
Land.....	950,000
Reserves.....	320,928

Total Development Cost.....\$14,787,837

Preliminary application for the 9% Low Income Housing Tax Credit (LIHTC) program has been submitted as of January 24th and is under review. MHO has established a working relationship with Dogwood Health Trust in regards to possible financing opportunities. Along with in- Additionally, the project has pre-qualified for RPP funds from the state program.

Working Pro Forma and Cash Flow Analysis may be viewed in attachment labeled **Addendum C.**

V Grant Request

The grant request amount comes from estimates generated by our project civil engineer, Civil Design Concepts (CDC). With current conditions, the property is not serviced by the county sewerage system and will have to tie into an existing manhole at the end of Abel lane across the street adjacent to Sonoco Plastics. Proposed civil work takes into account the extension down Abel lane, boring under Howell Mill Road, and extension onto the property for creation of another manhole. On-site extensions to proposed buildings have been absorbed into in-house site costs.

In anticipation of potential future development around the Howell Mill Corridor, MHO is in support of creating an easement on the parcel to ensure town access for future expansion.

Request Amount

In respect to current labor and material cost estimations, MHO is requesting \$306,750.00 to be used for the proposed sewer line extension and manhole creation. Grant funds are requested to be confirmed by written commitment no later than the First of May 2021.

Projected Tax Base

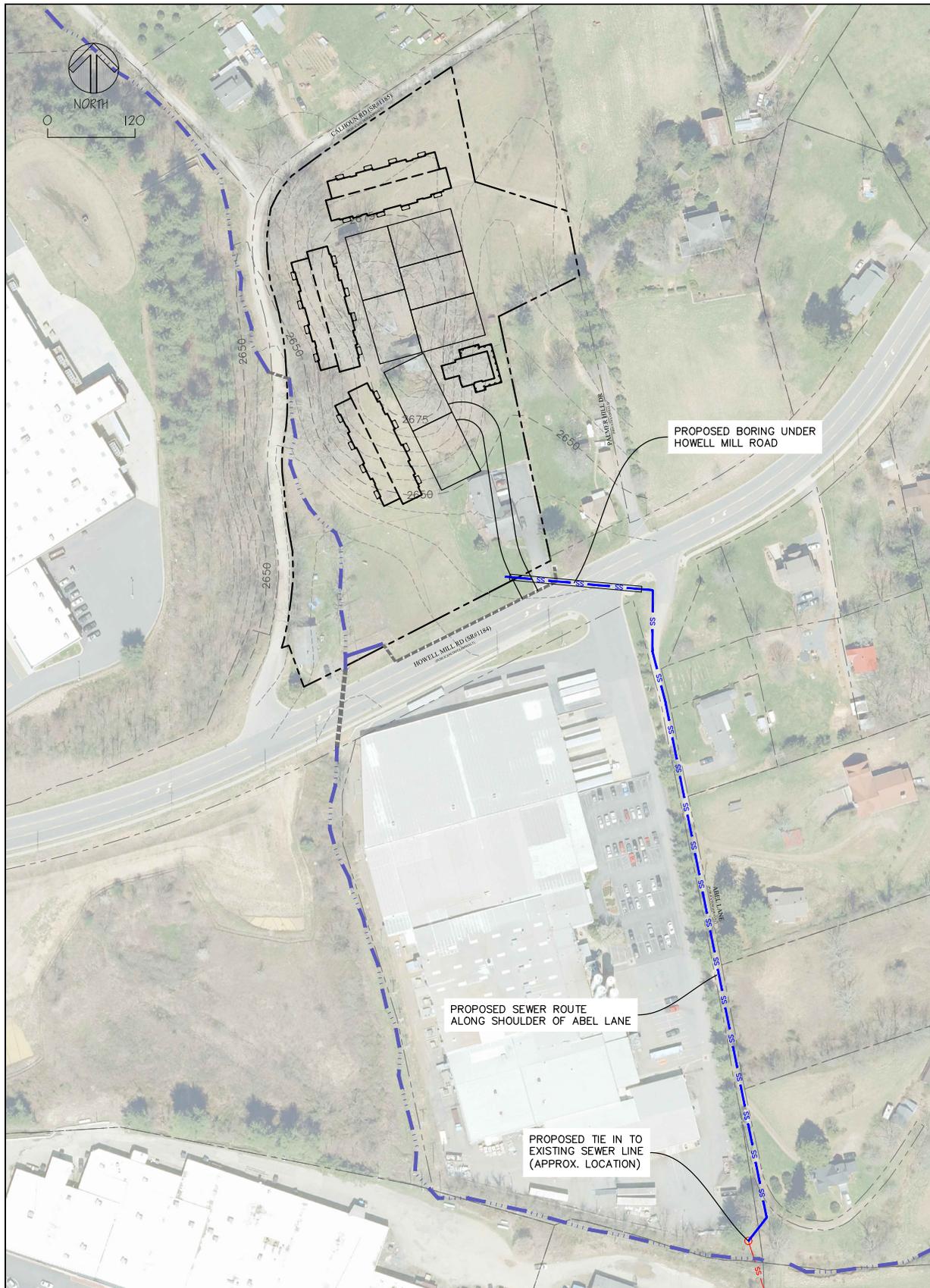
In response to the projected tax base at build out criteria, the calculation is as follows:

Currently, assessed taxable value on the land is \$343,900 with an annual property tax of \$2,377 based on current rates. Using the NCHFA approved method for valuation of affordable housing properties, Balsam Edge is estimated to be valued at \$3,281,527 based upon year one net operating income and an 9% cap rate. While affordable housing developments often qualify for a level of property tax exemptions the project with current Haywood County tax rates will generate \$18,814.09 in property taxes at the maximum level. Again, for the purpose of transparency, the project would be eligible as an affordable project for property tax exemption, but as negotiation with the town may dictate, the propensity for tax base impact is at least in part there in addition to the innumerable social benefit the project will supply.

Existing Sewer Lines



Proposed Sewer Extension



Estimated Cost



MHO - HOWELL MILL
DECEMBER 2020

FEASIBILITY COST ESTIMATE SEWER EXTENSION TO SITE

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE, GRADING, & PAVING					
1	Mobilization/General Requirements	LS	1	\$5,000	\$5,000
2	Demolition	LS	1	\$2,000	\$2,000
3	Clearing and Grubbing	LS	1	\$1,000	\$1,000
4	8" ABC Stone for Road Repair	SY	1,400	\$16	\$22,400
				SUBTOTAL	\$30,400
EROSION CONTROL					
5	Seeding	LS	1	\$1,000	\$1,000
6	Erosion Control	LS	1	\$5,000	\$5,000
				SUBTOTAL	\$6,000
SEWER LINE					
7	Sewer System Extention (with associated appurtenances)	LF	1,200	\$90	\$108,000
8	Maintenance of Access	LS	1	\$10,000	\$10,000
9	Bore and Jack	LF	200	\$400	\$80,000
10	Sanitary Sewer Service	EA	5	\$1,200	\$6,000
11	Tie-In to Public Sewer	EA	1	\$5,000	\$5,000
				SUBTOTAL	\$209,000
SUBTOTAL					\$245,400
CONTINGENCY (25%)					\$61,350
TOTAL					\$306,750
NOTES:					
<p>1. This estimate is based off of the CDC bulletin: "MHO - HOWELL MILL - SEWER EXTENSION EXHIBIT - DECEMBER 2020"; estimate costs listed were established on the date as noted above . Due to cost variations over time, this estimate is only valid for 90 days past the estimate date.</p> <p>2. The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgment, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs.</p> <p>3. Soft Costs (ie. Engineering, Surveying, Legal, and Development Fees) are not included in the above estimate.</p> <p>4. Asbestos survey and abatement costs (if necessary) are not included in the above estimate.</p> <p>5. Dry utility costs (removal, relocation, coordination, new services, etc) are not included in this estimate.</p> <p>6. Possible easement acquisition costs (for utility connections and other offsite encroachments) are not included in this estimate.</p>					



**FEASIBILITY COST ESTIMATE
SEWER EXTENSION TO SITE**

ITEM #	DESCRIPTION	UNIT	QTY	UNIT COST	TOTAL AMOUNT
SITE, GRADING, & PAVING					
1	Mobilization/General Requirements	LS	1	\$7,000	\$7,000
2	Demolition	LS	1	\$2,000	\$2,000
3	Clearing and Grubbing	LS	1	\$2,000	\$2,000
4	8" ABC Stone for Road Repair	SY	1,400	\$18	\$25,200
				SUBTOTAL	\$36,200
EROSION CONTROL					
5	Seeding	LS	1	\$6,800	\$6,800
6	Erosion Control	LS	1	\$5,000	\$5,000
				SUBTOTAL	\$11,800
SEWER LINE					
7	Sewer System Extention (with associated appurtenances)	LF	1,200	\$115	\$138,000
8	Maintenance of Access	LS	1	\$10,000	\$10,000
9	Bore and Jack	LF	200	\$400	\$80,000
10	Sanitary Sewer Service	EA	5	\$2,500	\$12,500
11	Tie-In to Public Sewer	EA	1	\$6,000	\$6,000
				SUBTOTAL	\$246,500
SUBTOTAL					\$294,500
CONTINGENCY (25%)					\$73,625
TOTAL					\$368,125

NOTES:

1. This estimate is based off of the CDC bulletin: "MHO - HOWELL MILL - SEWER EXTENSION EXHIBIT - DECEMBER 2020"; estimate costs listed were established on the date as noted above . Due to cost variations over time, this estimate is only valid for 90 days past the estimate date.
2. The ENGINEER maintains no control of labor costs, materials, equipment or services furnished by others, the Contractor(s)' methods for determining prices, or competitive or market conditions. The estimates herein for project and construction costs represent the ENGINEER'S best judgment, and are based on his experience and qualifications as a Professional Engineer who possesses familiarity with the construction industry. The ENGINEER does not guarantee the accuracy of the cost estimates, which may vary from bids or actual project and construction costs.
3. Soft Costs (ie. Engineering, Surveying, Legal, and Development Fees) are not included in the above estimate.
4. Asbestos survey and abatement costs (if necessary) are not included in the above estimate.
5. Dry utility costs (removal, relocation, coordination, new services, etc) are not included in this estimate.
6. Possible easement acquisition costs (for utility connections and other offsite encroachments) are not included in this estimate.

Added By Town of Waynesville

System Development Fees (Water):

84 Bedroom(s) x 120gpd/bedroom x \$2.62 (current water rate) = \$26,409.60

System Development Fees (Sewer):

84 Bedroom(s) x 120gpd/bedroom x \$3.05 (current sewer rate) = \$30,744.00

System Development Fee Total: \$57,153.60

Note: This is assuming the proposed 84 Bedroom complex

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023

SUBJECT: Public Hearing to consider a request for Annexation for property known as the Balsam Edge Development of Mountain Housing Opportunities, an unaddressed lot on Howell Mill Road, PIN 8616-42-5414.

AGENDA INFORMATION:

Agenda Location: Old Business
Item Number:
Department: Development Services
Contact: Elizabeth Teague, Development Services Director
Presenter: Elizabeth Teague, Development Services Director

BRIEF SUMMARY: The Town received the attached Petition for Annexation of Contiguous Area. This property is the future site of a proposed apartment complex which received approval by the Planning Board for a major site plan by Order dated April 7, 2021. The property is within the Town's extra-territorial jurisdiction and urban services boundary, and is contiguous to the Town. The property is zoned Howell Mill Urban Residential (HM-UR).

MOTION FOR CONSIDERATION:

1. Adoption of attached ordinance to approve the annexation of described property.

FUNDING SOURCE/IMPACT: Future action to annex this property will allow the property to receive town municipal services and be subject to Town property tax.

ATTACHMENTS:

1. Petition with metes and bound description
2. Map exhibits
3. Public Notice Information
4. Annexation Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

ORDINANCE NO. O-6-23

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

WHEREAS, the Board of Aldermen has been petitioned voluntarily under G.S. G.S. 160A-31, to annex the area as described in the petition for a contiguous annexation request, and

WHEREAS, the governing board of any municipality may annex by ordinance any area contiguous to its boundaries upon presentation to the governing board of a petition signed by the owners of all real property located within the area; and

WHEREAS, the Board of Aldermen finds the sufficiency of the petition in accordance with 160A-31, to wit:

- a. The petition follows the form required by statute in which the owner of real property has requested the area described for voluntary annexation; and
- b. That the petitioning owner of record owns 100 percent of the property in question; and
- c. The property is contiguous to the Town's municipal boundary, abutting other contiguous property;
- d. The Town Clerk has conducted an investigation in compliance with G.S. 160A31(c) and has certified the sufficiency of the petition; and
- e. The provisions of G.S. 160A-31(b1) and 160A-31(j) do not apply to the area described in the petition.

WHEREAS, a public hearing on the question of annexation was held at Town Hall at 6:00pm, on the 14th day of February, 2023, 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

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 best be served by annexing the area described as PIN # 8616-42-5414.

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 North Carolina General Statutes, the following described contiguous territory is hereby annexed and made part of the Town of Waynesville as of the fourteenth day of February, 2023. Metes and bounds description is in Exhibit 1 attached hereto and incorporated by reference.

Section 2. Upon and after the fourteenth of February, 2022, 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.

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 in 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 the 14th day of February, 2023.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney

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

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

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

Date: 12/13/2022

To: Board of Aldermen of the Town of Waynesville

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

Name R.Scott Dedman, President & Executive Director Signature 

Address Mountain Housing Opportunities, Inc., 64 Clingman Avenue, Suite 101, Asheville, NC 28801

Name _____ Signature _____

Address _____

Name _____ Signature _____

Address _____

(Attach additional sheet if necessary)

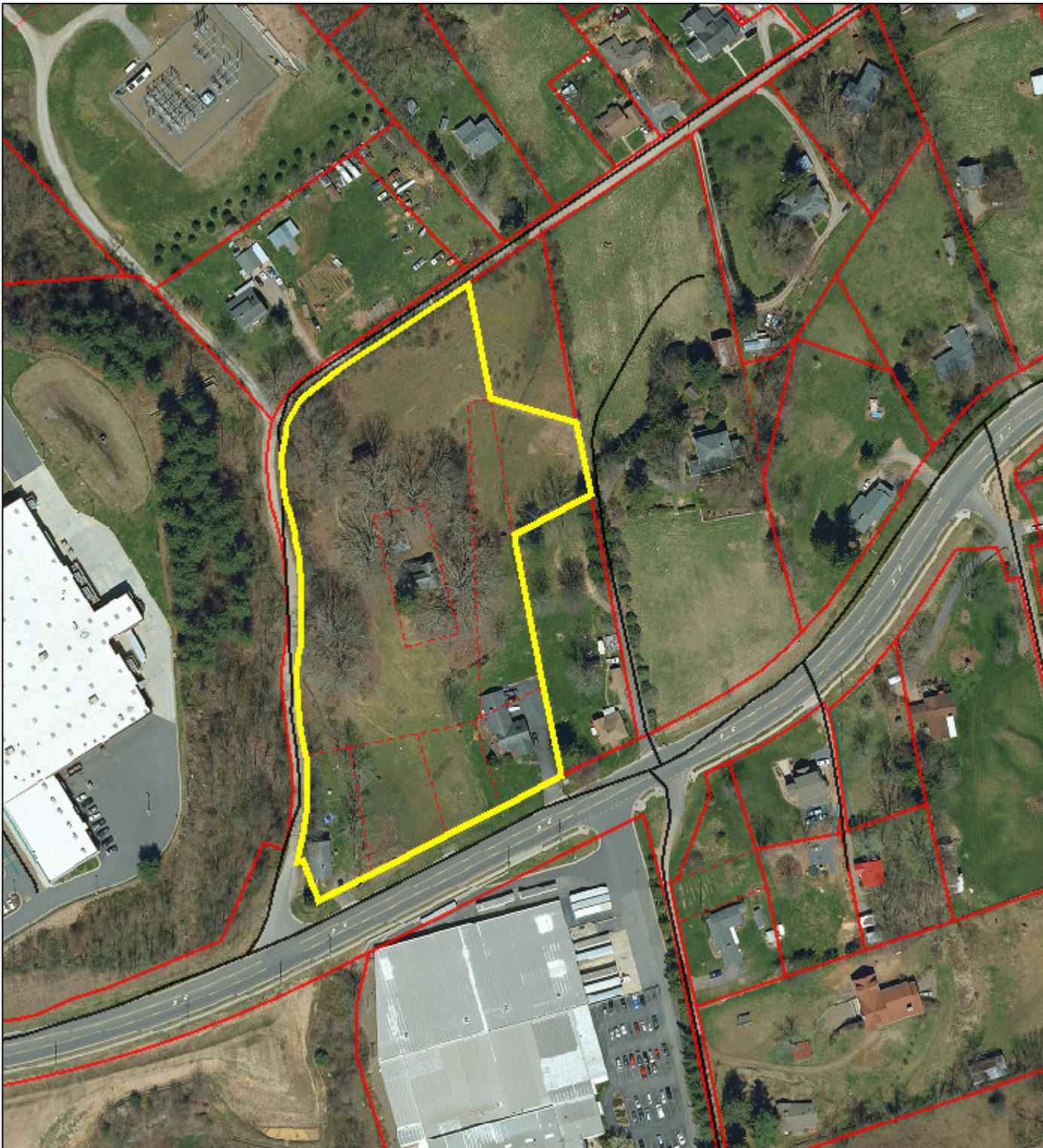
TOWN OF WAYNESVILLE
280 GEORGIA AVENUE
WAYNESVILLE NC 28786

MISC RECEIPT 2863606
REFERENCE Annexation
DATE/TIME 01/13/23 15:21
CLERK 2044ecou
CUSTOMER Mountain Housing Oppor
EFF. DATE 01/13/2023
DEPT

01

TOTAL: 200.00
200.00

PMT TYPE	QTY	REF	AMOUNT
CHECK	1	1779	200.00



Report For

MOUNTAIN HOUSING OPPORTUNITIES INC A M
64 CLINGMAN AVE UNIT 101
ASHEVILLE, NC 28801-3328

Account Information

PIN: 8616-42-5402

Legal Ref: 1050/24

Add Ref: 1064/2318
S1/90

Site Information

DWELLING, DWELLING

271 HOWELL MILL RD

Heated Area: 960

Year Built: 1930

Total Acreage: 5.44

Township: Waynesville

Site Value Information

Land Value: \$76,500

Building Value: \$332,700

Market Value: \$409,200

Deferred Value: \$0

Assessed Value: \$409,200

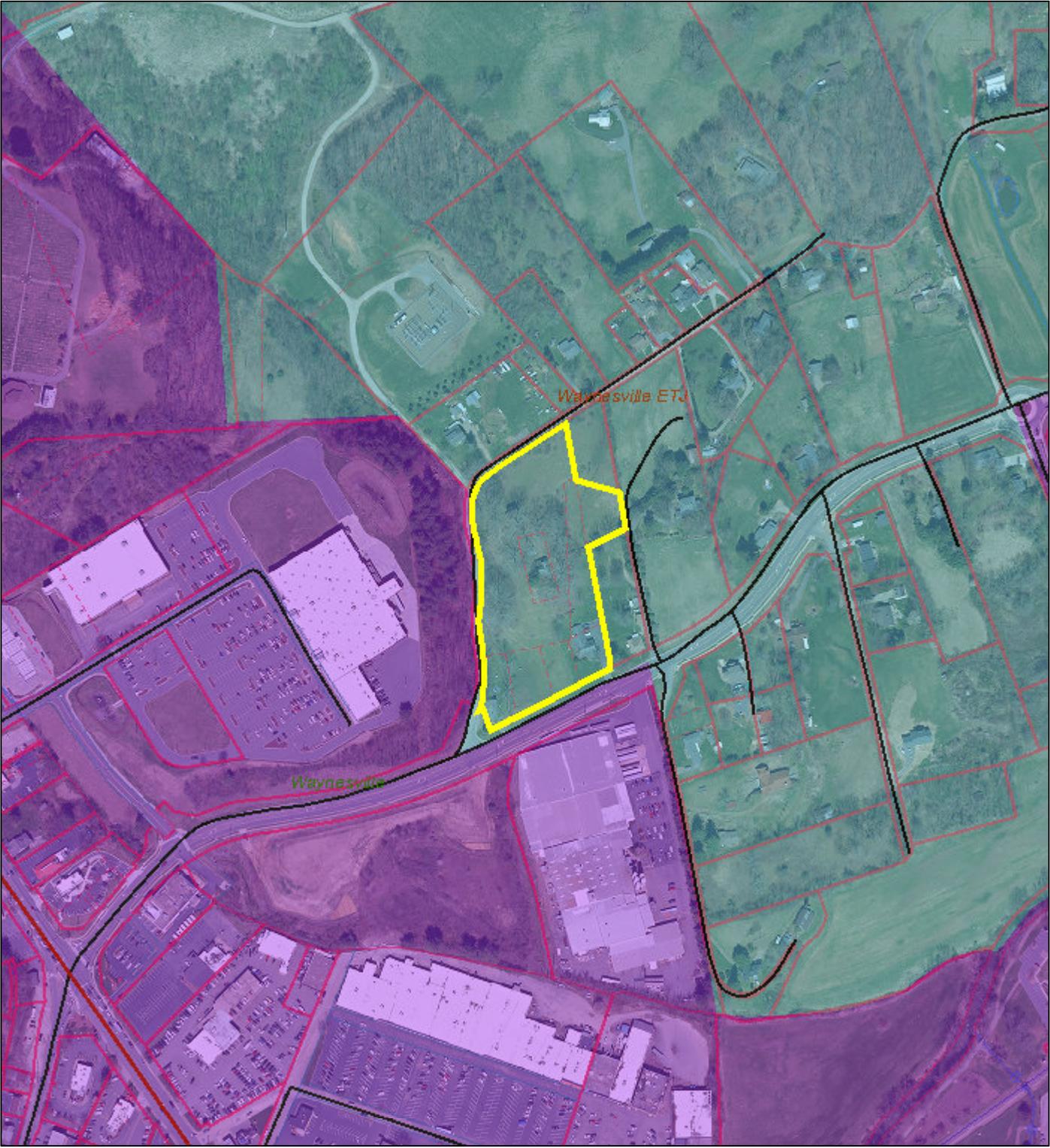
Sale Price: \$965,000

Sale Date: 12/7/2021



1 inch = 200 feet
January 13, 2023

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



Report For

MOUNTAIN HOUSING OPPORTUNITIES INC A M
64 CLINGMAN AVE UNIT 101
ASHEVILLE, NC 28801-3328

Account Information

PIN: 8616-42-5402
Legal Ref: 1050/24

Add Ref: 1064/2318
S1/90

Site Information

DWELLING, DWELLING
,
271 HOWELL MILL RD

Heated Area: 960
Year Built: 1930
Total Acreage: 5.44
Township: Waynesville

Site Value Information

Land Value:
Building Value:
Market Value:
Deferred Value:
Assessed Value:
Sale Price:
Sale Date: 12/7/2021



1 inch = 400 feet
January 13, 2023

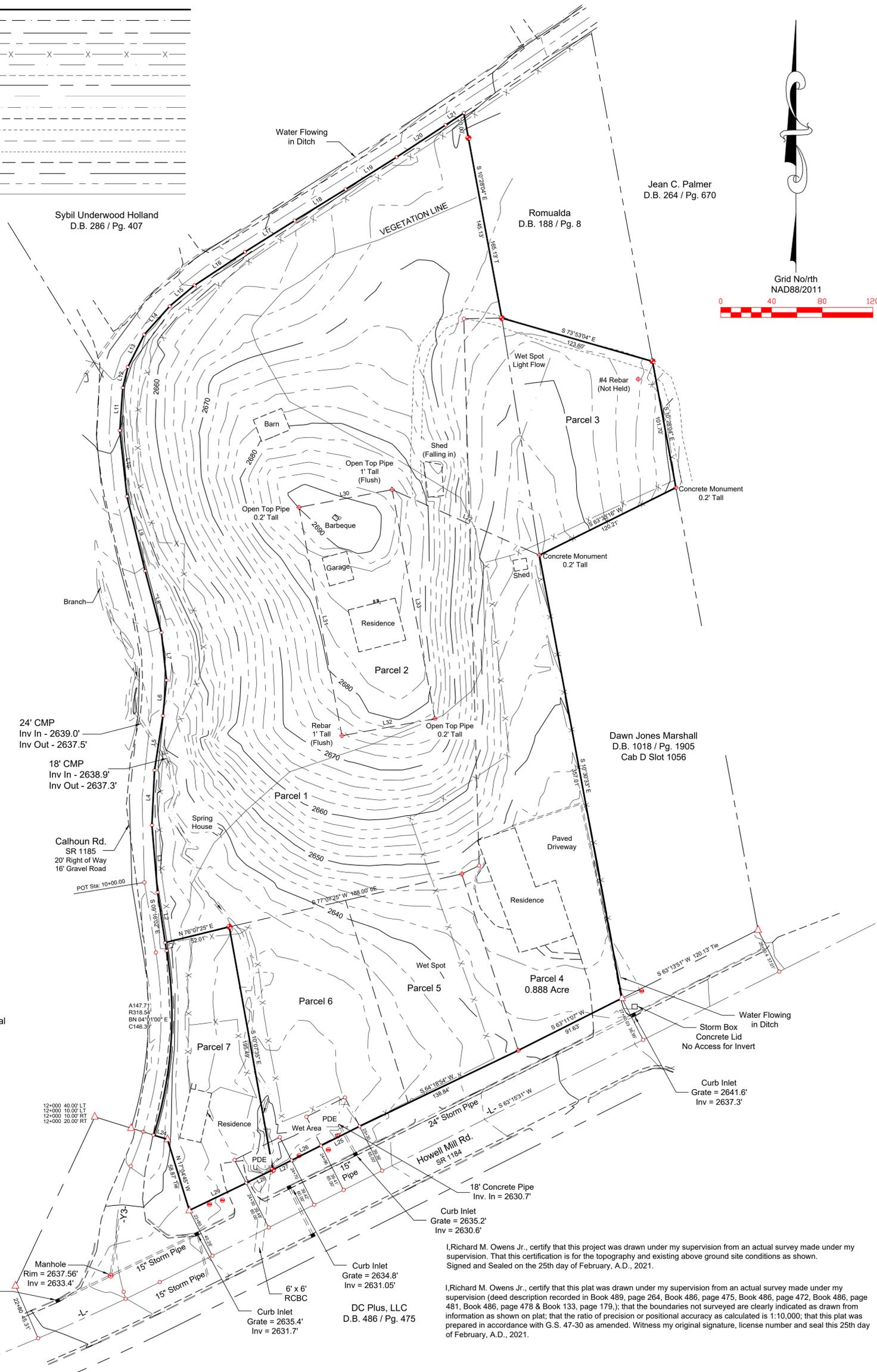
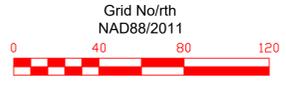
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LEGEND

- PROPERTY LINE
- TIE LINE
- PROPERTY LINES NOT SURVEYED
- CENTERLINE ROAD
- FENCE
- POWER / UTILITY LINES
- WALL
- RIGHT OF WAY
- CENTER LINE BRANCH
- EDGE OF WATER
- EDGE OF PAVEMENT
- EDGE OF GRAVEL
- CURB
- CONCRETE
- SIDEWALK
- MAJOR CONTOUR LINE
- MINOR CONTOUR LINE
- WOODED AREA / VEGETATION

- IRON PIN SET
- IRON PIN FOUND
- POINTS
- UTILITY POLE
- CONTROL WELL
- GAS
- SEPTIC - SEWER MANHOLE
- TREE
- MANHOLE
- FIRE HYDRANT
- ELECTRIC TRANSFORMER
- TELEPHONE PEDESTAL
- WATER METER / VALVE
- PDE PERMANENT DRAINAGE EASEMENT
- RCBC REINFORCED CONCRETE BOX CULVERT
- CMP CORRUGATED METAL PIPE

LINE	BEARING	DISTANCE
L1	N 09°16'02" W	6.58'
L2	N 08°37'21" W	44.26'
L3	N 04°47'11" W	53.99'
L4	N 02°43'23" E	43.58'
L5	N 08°40'52" E	43.87'
L6	N 05°23'16" E	28.32'
L7	N 06°00'42" W	37.96'
L8	N 14°42'23" W	159.48'
L9	N 13°34'32" W	60.81'
L10	N 08°12'38" W	52.50'
L11	N 03°58'10" E	33.93'
L12	N 13°51'58" E	16.90'
L13	N 26°33'35" E	26.77'
L14	N 41°42'40" E	39.17'
L15	N 49°48'30" E	29.66'
L16	N 69°23'04" E	47.28'
L17	N 57°58'45" E	46.44'
L18	N 58°13'16" E	47.15'
L19	N 87°41'00" E	42.55'
L20	N 56°34'03" E	46.28'
L21	N 56°48'56" E	17.20'
L22	N 65°54'23" W	127.22'
L23	N 72°41'58" W	11.46'
L24	N 63°17'35" W	34.00'
L25	S 63°17'35" W	34.00'
L26	S 63°17'35" W	29.90'
L27	S 63°20'40" W	16.49'
L28	S 63°20'40" W	23.51'
L29	S 64°10'26" W	49.79'
L30	S 79°11'38" W	74.71'
L31	S 10°54'41" E	184.58'
L32	N 79°38'56" E	74.62'
L33	N 10°32'04" W	184.65'



- Parcel 1 & 2
Timothy R. Shook, & Patricia Shook
D.B. 486 / Pg. 475
P1-PIN 8616-42-3466
P2-PIN 8616-42-5404
- Parcel 3
Timothy R Shook
DB 133 Pg 179
PIN 8616-42-6671
- Parcel 4
Timothy R Shook, & Patricia Shook
D.B. 489 / Pg. 264
PIN 8616-42-6329
0.888 Acre
- Parcel 5
Timothy R Shook, & Patricia Shook
D.B. 486 / Pg. 481
PIN 8616-42-5167
- Parcel 6
Timothy R Shook, & Patricia Shook
D.B. 486 / Pg. 472
PIN 8616-42-4173
- Parcel 7
Timothy R Shook, and Patricia Shook
DB 486 / Pg 475
PIN 8616-42-3089
0.320 Acre

Parcels to be Recombined
5.310 Acres Total

Total Area Surveyed
5.630 Acres

- NOTES:
- NCDOT Project No. 35022.2.1 Reference No. U-4412
 - This property may be subject to any easements and/or rights of way of record.
 - Area computed by coordinate method.
 - All distances are horizontal measure.
 - No NCGS control within 2000'
 - Property is not in a special flood hazard area

I, Richard M. Owens Jr., certify that this project was drawn under my supervision from an actual survey made under my supervision. That this certification is for the topography and existing above ground site conditions as shown.
Signed and Sealed on the 25th day of February, A.D., 2021.

I, Richard M. Owens Jr., certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 489, page 264, Book 486, page 475, Book 486, page 472, Book 486, page 481, Book 486, page 478 & Book 133, page 179.); that the boundaries not surveyed are clearly indicated as drawn from information as shown on plat; that the ratio of precision or positional accuracy as calculated is 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, license number and seal this 25th day of February, A.D., 2021.

I, Richard M. Owens Jr. PLS. certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

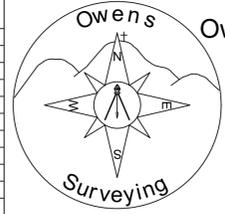
- Class of survey: Class A
- Positional accuracy: H=0.03' V=0.05'
- Type of GPS field procedure: RTK
- Dates of survey: 01-25-2021
- Datum/Epoch: NAD83 (2011)
- Published/Fixed-control use: VRS
- Geoid model: GEOID12B (Conus)
- Combined grid factor: 0.9997609
- Units: US Survey Feet

Richard M. Owens Jr. PLS
L-4686

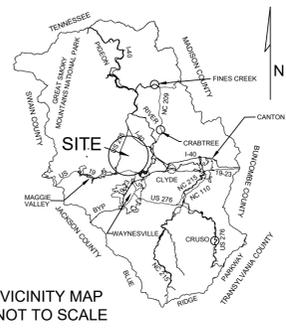
THIS SURVEY IS OF AND EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
THIS SURVEY IS OF AN EXISTING FEATURE, SUCH AS A BUILDING OR OTHER STRUCTURE, OR NATURAL FEATURE, SUCH AS A WATERCOURSE.

SHEET 1 OF 1

OWNER OF RECORD Timothy R. Shook & wife, Partrica Shook		SURVEY FOR Mountain Housing Opportunities, Inc.		DATE	REVISIONS
PROPERTY DESIGNATION PINS: 8616-42-6329, 3089, 4173, 5167, 6671, 3466 & 5404		Waynesville Township Haywood County, NC			
SURVEY DATE: 01/25/21	PROJECT NUMBER 21-2-1190	DRAWN BY: RTO	APPROVED BY: RMO	DRAWING SCALE: 1"=40'	



Owens Surveying, PLLC
P-2242
Richard M. Owens Jr. PLS
19 Forga Plaza Loop
Waynesville, North Carolina
Telephone (828) 456-9500
owenssurveying.com



Beginning at a point in the northern boundary of Howell Mill Road (SR 1184), said point being the southwest corner of the property of Dawn Jones Marshall, now or formerly, as shown on the plat recorded in Map Cabinet D at Page 1056, Haywood County Registry; and from the Beginning Point thus established, with the northern boundary of Howell Mill Road (SR 1184) the following five (5) courses and distances: (1) South 63°11'07" West 91.63 feet to an iron pin found, (2) South 64°18'54" West 138.84 feet to a point, (3) South 63°17'32" West 34.00' to a point, (4) South 63°16'50" West 26.00' to a point, (5) South 63°20'40" West 16.49' to an iron pin set; thence leaving the northern boundary of Howell Mill Road (SR 1184) North 10° 07' 35" West 195.49 feet; thence South 76°07'25" West 52.01 feet to a point in the eastern boundary of Calhoun Road (SR 1185); thence with the eastern and southern boundaries of Calhoun Road (SR 1185) the following twenty-two (20) courses and distances: (1) North 08°37'21" West 40.26' to a point, (2) North 04°47'17" West 53.39' to a point, (3) North 02°43'23" East 43.56' to a point, (4) North 08°40'32" East 43.67' to a point, (5) North 05°43'16" East 28.32' to a point, (6) North 06°00'42" West 37.96' to a point, (7) North 14°45'23" West 50.48' to a point, (8) North 13°34'32" West 60.81' to a point, (9) North 06°12'58" West 52.50' to a point, (10) North 03°59'10" East 33.93' to a point, (11) North 13°51'58" East 16.90' to a point, (12) North 26°33'35" East 28.77' to a point, (13) North 41°45'40" East 30.17' to a point, (14) North 49°48'30" East 25.66' to a point, (15) North 56°23'04" East 47.68' to a point, (16) North 57°38'45" East 46.44' to a point, (17) North 58°13'16" East 47.15' to a point, (18) North 57°41'04" East 47.55' to a point, (19) North 56°34'03" East 46.28', and (20) North 56°48'56" East 17.20' to a point; thence leaving the boundary of Calhoun Road (SR 1185) and with the western boundary of the property of Romualda B. McRorie, now or formerly, by Deed recoded in Book 188 at Page 8, Haywood County Registry, South 10°28'04" East, passing an iron pin set at 20.00 feet, 165.13 feet to an iron pin set; thence with the southern line of the Romualda B. McRorie property South 73°53'04" East 123.60 feet to an iron pin set in the western boundary of the First Tract of the property of Jean C. Palmer, now or formerly, by Deed recorded in Book 264 at Page 670, Haywood County Registry; thence with the western boundary of the Jean C. Palmer property South 10°28'04" East 101.70 feet to a concrete monument in the northeast corner of the property of Dawn Jones Marshall, now or formerly, as shown on the plat recorded in Map Cabinet D at Page 1056, Haywood County Registry; thence with the northern boundary of the Dawn Jones Marshall property South 63°33'16" West 120.21 feet to a concrete monument; thence with the western boundary of the Dawn Jones Marshall property South 10°30'33" East 357.01 feet to the Beginning Point.

Being all of Parcels 1-6, containing 5.310 acres, more or less, shown on the Survey for Mountain Housing Opportunities, Inc. dated January 25, 2021, by Richard M. Owens Jr., PLS of Owens Surveying, PLLC, Project No. 21-2-1190.

EXHIBIT 1
Metes and Bounds Description
PIN 8614-34-4314

Beginning at a point in the northern boundary of Howell Mill Road (SR 1184), said point being the southwest corner of the property of Dawn Jones Marshall, now or formerly, as shown on the plat recorded in Map Cabinet D at Page 1056, Haywood County Registry; and from the Beginning Point thus established, with the northern boundary of Howell Mill Road (SR 1184) the following five (5) courses and distances: (1) South 63°11'07" West 91.63 feet to an iron pin found, (2) South 64°18'54" West 138.84 feet to a point, (3) South 63°17'32" West 34.00' to a point, (4) South 63°16'50" West 26.00' to a point, (5) South 63°20'40" West 16.49' to an iron pin set; thence leaving the northern boundary of Howell Mill Road (SR 1184) North 10° 07' 35" West 195.49 feet; thence South 76°07'25" West 52.01 feet to a point in the eastern boundary of Calhoun Road (SR 1185); thence with the eastern and southern boundaries of Calhoun Road (SR 1185) the following twenty-two (20) courses and distances: (1) North 08°37'21" West 40.26' to a point, (2) North 04°47'17" West 53.39' to a point, (3) North 02°43'23" East 43.56' to a point, (4) North 08°40'32" East 43.67' to a point, (5) North 05°43'16" East 28.32' to a point, (6) North 06°00'42" West 37.96' to a point, (7) North 14°45'23" West 50.48' to a point, (8) North 13°34'32" West 60.81' to a point, (9) North 06°12'58" West 52.50' to a point, (10) North 03°59'10" East 33.93' to a point, (11) North 13°51'58" East 16.90' to a point, (12) North 26°33'35" East 28.77' to a point, (13) North 41°45'40" East 30.17' to a point, (14) North 49°48'30" East 25.66' to a point, (15) North 56°23'04" East 47.68' to a point, (16) North 57°38'45" East 46.44' to a point, (17) North 58°13'16" East 47.15' to a point, (18) North 57°41'04" East 47.55' to a point, (19) North 56°34'03" East 46.28', and (20) North 56°48'56" East 17.20' to a point; thence leaving the boundary of Calhoun Road (SR 1185) and with the western boundary of the property of Romualda B. McRorie, now or formerly, by Deed recoded in Book 188 at Page 8, Haywood County Registry, South 10°28'04" East, passing an iron pin set at 20.00 feet, 165.13 feet to an iron pin set; thence with the southern line of the Romualda B. McRorie property South 73°53'04" East 123.60 feet to an iron pin set in the western boundary of the First Tract of the property of Jean C. Palmer, now or formerly, by Deed recorded in Book 264 at Page 670, Haywood County Registry; thence with the western boundary of the Jean C. Palmer property South 10°28'04" East 101.70 feet to a concrete monument in the northeast corner of the property of Dawn Jones Marshall, now or formerly, as shown on the plat recorded in Map Cabinet D at Page 1056, Haywood County Registry; thence with the northern boundary of the Dawn Jones Marshall property South 63°33'16" West 120.21 feet to a concrete monument; thence with the western boundary of the Dawn Jones Marshall property South 10°30'33" East 357.01 feet to the Beginning Point.

Being all of Parcels 1-6, containing 5.310 acres, more or less, shown on the Survey for Mountain Housing Opportunities, Inc. dated January 25, 2021, by Richard M. Owens Jr., PLS of Owens Surveying, PLLC, Project No. 21-2-1190.



Gary Caldwell, Mayor
Julia Freeman, Mayor Pro Tem
Clarence "Chuck" Dickson, Alderman
Jon Feichter, Alderman
Anthony Sutton, Alderman

Robert W. Hites, Jr. Town Manager
Martha Sharpe Bradley., Town Attorney

FOR PUBLICATION IN THE MOUNTAINEER: January 29 and February 5 Editions

Date: January 25, 2023

Contact: Jesse Fowler, (828) 452-2491

**Notice of Public Hearing
Town of Waynesville Board of Aldermen**

The Town of Waynesville Board of Aldermen will hold a public hearing on February 14, 2023 at 6:00 pm, or as closely thereafter, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider the annexation of a property identified as Parcel Pin#8616-42-5402.

For more information, contact Assistant Town Manager Jesse Fowler at: (828) 452-2491, email: jfowler@waynesvillenc.gov , mail: 16 South Main Street Waynesville, NC 28786.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT:

A Public Hearing to consider a Map Amendment for the property located at 465 Boyd Avenue (PIN 8605-96-8882).

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Byron Hickox
Presenter: Byron Hickox

BRIEF SUMMARY:

The building on the property located at 465 Boyd Avenue was constructed in 1973 and has been used since as a Residential Care Facility. The property is located within the Hazelwood Urban Residential District (H-UR), in which Residential Care Facilities are only permitted with a Special Use Permit. Because a Special Use Permit had not been granted for this use, it operated as a legal non-conforming use, but ceased operations in November 2021. The property owner has been approached by a potential buyer interested in using the existing building for a use not permitted within the H-UR District.

Therefore, the owner submitted formal application for map amendment to rezone the subject property to Hazelwood Urban Residential Mixed-Use Overlay (H-UR MXO). At its meeting on January 9, 2023, the Planning Board voted unanimously to recommend to The Board of Aldermen the creation of "Hazelwood Urban Residential Mixed-Use Overlay 3" for this property to apply the overlay with narrowed allowable uses. The purpose is to promote the re-use of the existing building as it is with uses similar in impact to the pre-existing, nonconforming use.

MOTIONS FOR CONSIDERATION:

1. Motion to determine the map amendment's consistency with the 2035 Land Use Plan and whether it is reasonable and in the public interest.

2. Motion to approve or deny the proposed map amendment.

FUNDING SOURCE/IMPACT:

N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Board of Aldermen Staff Report

Subject: Requested Amendment to the Official Land Development Map to change the zoning of a property described as 465 Boyd Avenue (PIN 8605-96-8882) from Hazelwood Urban Residential (H-UR) to Hazelwood Urban Residential Mixed-Use Overlay (H-UR MXO3)

Ordinance Section: Land Development Standards Section 2.1

Applicant: Aaron Crawford

Meeting Date: February 14, 2023

Background

The owner of the property in question approached the Development Services Department staff to discuss the potential uses for the existing building, which was constructed in 1973 and has been used since as a Residential Care Facility. The property is 1.1 acres and is located within the Hazelwood Urban Residential District, in which Residential Care Facilities are only permitted with a Special Use Permit. Because a Special Use Permit had not been granted for this use, it was a legal non-conforming use.

The operation of a Residential Care Facility on this property ceased in November 2021. The property owner has been approached by potential tenants or buyers who are interested in using the existing building for various uses that are not permitted within the Hazelwood Urban Residential District.

Therefore, he has submitted formal application for map amendment to rezone the subject property to Hazelwood Urban Residential District Mixed-Use Overlay (H-UR MXO).

The Land Development Standards describes the Hazelwood Urban Residential District as follows:

The Hazelwood Urban Residential District (H-UR) is a traditional walkable neighborhood of mostly small, well-built housing in an area where sufficient urban facilities are available. It is a self-contained community with affordable housing, smaller well-kept lots, narrow tree-lined streets, and distinct edges and centers. Major public spaces including a park and the "old" Hazelwood School are located in this neighborhood. Since it is convenient to shopping and employment, the goal for Hazelwood is to encourage infill development and the rehabilitation of existing structures in keeping with the residential scale and character of the existing neighborhood. Limited non-residential uses supporting the community are permitted if contributing in scale, design and use to the area. Pedestrian amenities are to be enhanced with all new development as are the development of access points to different parts of Waynesville from the Hazelwood neighborhood. Parking on public streets is permitted and encouraged as an alternative to the development of new parking lots.

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

a zoning overlay district established to permit certain limited mixed uses within residential neighborhoods. LDS 2.6.2(A)

There are two Hazelwood Urban Residential District Mixed-Use Overlay areas. One consists of 8 parcels located along South Main Street between Mississippi Avenue and Virginia Avenue. This mixed-use

overlay permits the following non-residential uses: government services, personal services, professional services, studios (art, dance, martial arts, music), general commercial (less than 100,000 ft²), neighborhood commercial, and neighborhood restaurant. A second mixed-use overlay within this district consists of 5 parcels located along South Main Street between Brook Street and Belle Meade Drive. This mixed-use overlay permits the following non-residential uses: government services, personal services, professional services, studios (art, dance, martial arts, music), neighborhood commercial, and neighborhood restaurant.

This requested amendment was heard by the Planning Board on January 9, 2023. In discussion among Planning Board members regarding the creation of a mixed-use overlay for this property, the Planning Board heard from the property owner, a relative of the original owner, and a prospective buyer who would like to re-use the existing building as-is for counseling services. The Planning Board agreed that government services, personal services, studios (art, dance, martial arts, music), general commercial (less than 100,000 ft²), neighborhood commercial, and neighborhood restaurant are not appropriate uses at this location within the district. The board did agree that professional services would be appropriate to the location and could promote the re-use of an existing building and the goals of the Comprehensive Plan. Therefore, the Planning Board recommends to the Board of Aldermen that the property described as 465 Boyd Avenue be changed from Hazelwood Urban Residential (H-UR) to Hazelwood Urban Residential Mixed-Use Overlay 3 (H-UR MXO3), a mixed-use overlay that permits Professional Services as a use.

Surrounding Land Use Pattern

The subject property is surrounded by the following land use types: (1) To the north, east, and west by single-family dwellings and vacant land; and (2) to the south by Waynesville Middle School's athletic fields and by a public housing complex operated by Waynesville Housing Authority.

Consistency with the 2035 Comprehensive Plan

The Planning Board found that this proposed map amendment is consistent with the 2035 Comprehensive Plan goals found in Chapter 2 of Waynesville 2035: Planning With Purpose, the Town of Waynesville's Land Use Plan:

- Goal 1: Continue to promote smart growth principles in land use planning and zoning.
 - Encourage infill, mixed-use, and context-sensitive development

- Goal 5: Create opportunities for a sustainable economy.
 - Encourage creatively designed, mixed-use, walkable centers and commercial districts that appeal to residents and visitors.

In the Appendix to the Comprehensive Plan (page 174), the Future Land Use Map, indicates that the property should be considered for a map amendment as part of the Medium to High Density Residential areas for the purposes of future land use planning, and falls within a potential mixed-use overlay recommended in the plan. The Potential Railroad Overlay Map (page 176) indicates that this property should be considered for inclusion in a future railroad corridor study area for an "overlay district or policy for track-adjacent or greenway-adjacent development to allow more housing and mixing of uses." This statement indicates a clear directive to encourage mixed-use development along the railroad corridor.

Staff Recommendation

The property in question has been used as a Residential Care Facility since its building and parking lot were constructed in 1973. As stated above, it is surrounded by single-family dwellings, vacant land, a public housing complex, and a public school. It is a 1.1 acre, corner lot that is adjacent to Richland Creek, Killian Street, and Boyd Avenue. Mixed-use overlays, as indicated by their name, are intended to create a limited area within a residential district which allows a mixture of a few non-residential uses that can provide goods, services, and employment to the surrounding neighborhood, while prohibiting the most intensive uses that are permitted in Neighborhood Center, Business, or Regional Center Districts.

While the Comprehensive Plan's Future Land Use Map indicates that this property should be developed as part of Medium to High Density Residential areas, the Potential Railroad Overlay Map lays out a clear direction for the encouragement of mixed uses along the railroad corridor. Both the Comprehensive Plan and the purpose and intent statement for the H-UR district encourage re-use of existing properties and mixed uses, or "Limited non-residential uses supporting the community are permitted if contributing in scale, design and use to the area."

Therefore, staff recommends that the creation of a mixed-use overlay for the property at 465 Boyd Avenue is both consistent with the Comprehensive Plan, the purpose and intent statement of the H-UR District, and is reasonable and in the public's interest to allow the re-use of a building and property that has been in place since 1973.

Public Notifications

Notification of this hearing was scheduled for advertisement in The Mountaineer on January 29 and February 5, 2023. Notification letters were mailed to property owners within 500 feet of the proposed project site on January 27, 2023. The property was posted on January 27, 2023.

Requested Actions

1. Motion to determine the map amendment's consistency with the 2035 Land Use Plan and whether it is reasonable and in the public interest.
2. Motion to approve or deny the proposed map amendment.

Attachments

1. Application for Map Amendment
2. Warranty Deed
3. Planning Board Report
4. Consistency Worksheet
5. Aerial photograph of the subject property
6. Zoning map of the subject property and the surrounding area
7. Authorization for Agent to Appear Before Planning Board and Board of Aldermen
8. Ordinance to Amend the Official Land Development Map



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

Application for Land Development Standards Map Amendment

Application is hereby made on 11/22, 2022 to the Town of Waynesville for the following map amendment:

Property owner of record: Earl Holding Company LLC
 Address/location of property: 465 Boyd Avenue Waynesville NC 28786
 Parcel identification number(s): 8605-96-8882
 Deed/Plat Book/Page, (attach legal description): 857/2488-2489
 The property contains 1.1140 acres.
 Current district: H-UR
 Requested district: H-UR MXO (Mixed-Use Overlay)

The property is best suited for the requested change for the following reason(s), (attach additional sheets if necessary): Property was built for and used as a family care home for decades. The overlay district classification will allow the property to be used for offices for professional services and personal services, consistent with the use made of it as a residential-scale business since it was built.

Applicant Contact Information

Applicant Name (Printed): Aaron Crawford
 Mailing Address: 251 Shelton St. Waynesville, N.C. 28786
 Phone(s): (828) 456-8365 ext. 1905 or (828) 400-9130
 Email: aaron@haywoodlodge.com
 Signature of Property Owner(s) of Record Authorizing Application:

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



2013010175

HAYWOOD CO. NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$1000.00

PRESENTED & RECORDED:
11-15-2013 02:32:44 PM

SHERRI C. ROGERS
REGISTER OF DEEDS
BY JANE NICKERSON
DEPUTY

BK: RB 857
PG: 2488-2489

HAYWOOD COUNTY TAX CERTIFICATION

There are no delinquent taxes due that are a lien
against parcel number(s) 8605-96-8882
David B. Francis, Haywood County Tax Collector
Date 11-15-13 By: [Signature]

NORTH CAROLINA GENERAL WARRANTY DEED

Excise Tax \$ 1,000.00

Tax Parcel Identifier No. 8605-96-8882

Mail after recording to **Matney & Associates, P.A., P. O. Box 7345, Asheville, NC, 28802**

This instrument was prepared by **Matney & Associates, P.A.**

The Preparer is informed that the property conveyed does not include the primary residence of a Grantor.

Brief Description for the index

1.114 Acre Tract shown on Plat Cabinet C, Slot 4341.

THIS DEED made this 15th day of November, 2013, by and between

GRANTOR

Betty Messer, single
139 Timothy Lane
Waynesville, NC 28786

GRANTEE

Earl Holding Company, LLC
a North Carolina limited liability company
251 Shelton Street
Waynesville, NC 28786

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

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

The 1.114 acre tract at the corner of Killian Street and Boyd Avenue shown on the plat of J. Randy Herron, PLS, dated February 3, 2006, drawing number 840-180-A, entitled "Lois P. Queen," recorded in Plat Cabinet C, Slot 4341.

SUBJECT TO the "35.0' Wide Easement" shown on the recorded plat for the joint benefit of the adjoining 1.701 acre and 0.451 acre and 0.288 acre tracts shown for access and utility purposes.

BEING a part of the property conveyed to J. Richard Queen and wife, Lois P. Queen, by Louise Killian Tingen (widow) in the deed dated November 11, 1966, recorded in Book 214, Page 239 (a 1/2 interest) and a part of the property conveyed to J. Richard Queen and wife, Lois P. Queen by A. T. Ward, Executor by deed dated November 11, 1966 recorded in Deed book 215, Page 593 (a 1/2 interest).

See also deed to J. Richard Queen and Lois P. Queen dated December 31, 1997, recorded in Book 463, Page 369; the will of James Richard Queen (estate file 04 E 368, Haywood County Clerk's office) and deed from Lois P. Queen, executrix of the estate of James Richard Queen, dated December 30, 2005, recorded in Book 654, Page 435 (the subject property being a portion of Parcel 3 in the latter deed). Also being all of property conveyed to Grantor in deed dated February 9, 2006, recorded in Book 658, Page 204.

The property hereinabove described was acquired by Grantor by instrument recorded in Book 658, Page 204.

A map showing the above described property is recorded in Plat Cabinet C, Slot 4341.

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

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

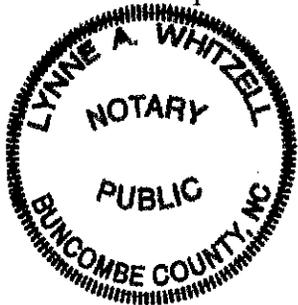
Title to the property hereinabove described is subject to the following exceptions:

Ad valorem taxes for subsequent years, easements and restrictions of record.

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

Betty Messer (SEAL)
Betty Messer

Seal-Stamp

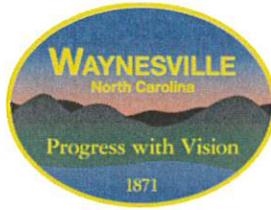


State of North Carolina, County of Buncombe
I, a Notary Public for said County and State, do hereby certify that Betty Messer, Grantor, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal, this the 15th day of November, 2013.

Lynne A. Whitzell Notary Public
Print: **Lynne A. Whitzell**

My commission expires: AUG 21 2018



To: Town of Waynesville Board of Aldermen
From: Byron Hickox, Land Use Administrator
Date: February 14, 2023
Subject: Planning Board Report and Statement of Consistency
Description: Zoning Map Amendment to 456 Boyd Avenue (PIN 8605-96-8882)
Applicant: Earl Holding Company, LLC; Aaron Crawford

At its January 9, 2023 meeting, the Planning Board conducted a public hearing to consider a proposed zoning map amendment to apply a mixed-use overlay to 456 Boyd Avenue within the Hazelwood Urban Residential District (H-UR). The Planning Board supports this request, but with limitation on the allowable uses in the overlay to professional services.

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

The Land Development Standards text amendment **is approved and is consistent with the Town's comprehensive land use plan and is reasonable and in the public interest** because:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

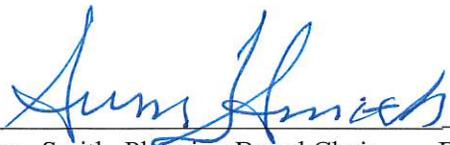
- Encourage infill, mixed-use, and context-sensitive development

Goal 5: Create opportunities for a sustainable economy.

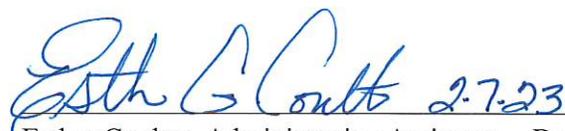
- Encourage creatively designed, mixed-use, walkable centers and commercial districts that appeal to residents and visitors.

Planning Board Member John Baus made the motion, seconded by Member Stuart Bass. The motion passed unanimously.

2. The Planning Board hereby recommends to the Governing Board the adoption of the zoning map amendment as presented. Planning Board Member Barbara Thomas made the motion, seconded by Member Jan Grossman. The motion passed unanimously.



Susan Smith, Planning Board Chair Date



Esther Coulter, Administrative Assistant Date



To: Town of Waynesville Board of Aldermen
From: Byron Hickox, Land Use Administrator
Date: February 14, 2023
Subject: Map Amendment (Rezoning) Statement of Consistency
Description: Map amendment for property at 465 Boyd Avenue

The Board of Aldermen hereby adopts the following statement(s):

The map amendment **is approved and is consistent with the Town's Comprehensive Land Use Plan** because: _____

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

The map amendment **is rejected because it is inconsistent with the Town's Comprehensive Land Use Plan and is not reasonable and in the public interest** because _____

In addition to approving this map 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: _____

Report For

EARL HOLDING COMPANY LLC
251 SHELTON ST
WAYNESVILLE, NC 28786

Account Information

PIN: 8605-96-8882

Legal Ref: 857/2488

Add Ref: CAB C/4341
461/1342

Site Information

CONVALESCENT HOME

Commercial Use

465 BOYD AVE

Heated Area: 5740

Year Built: 1973

Total Acreage: 1.114

Township: Town of Waynesville

Site Value Information

Land Value: \$34,000

Building Value: \$406,500

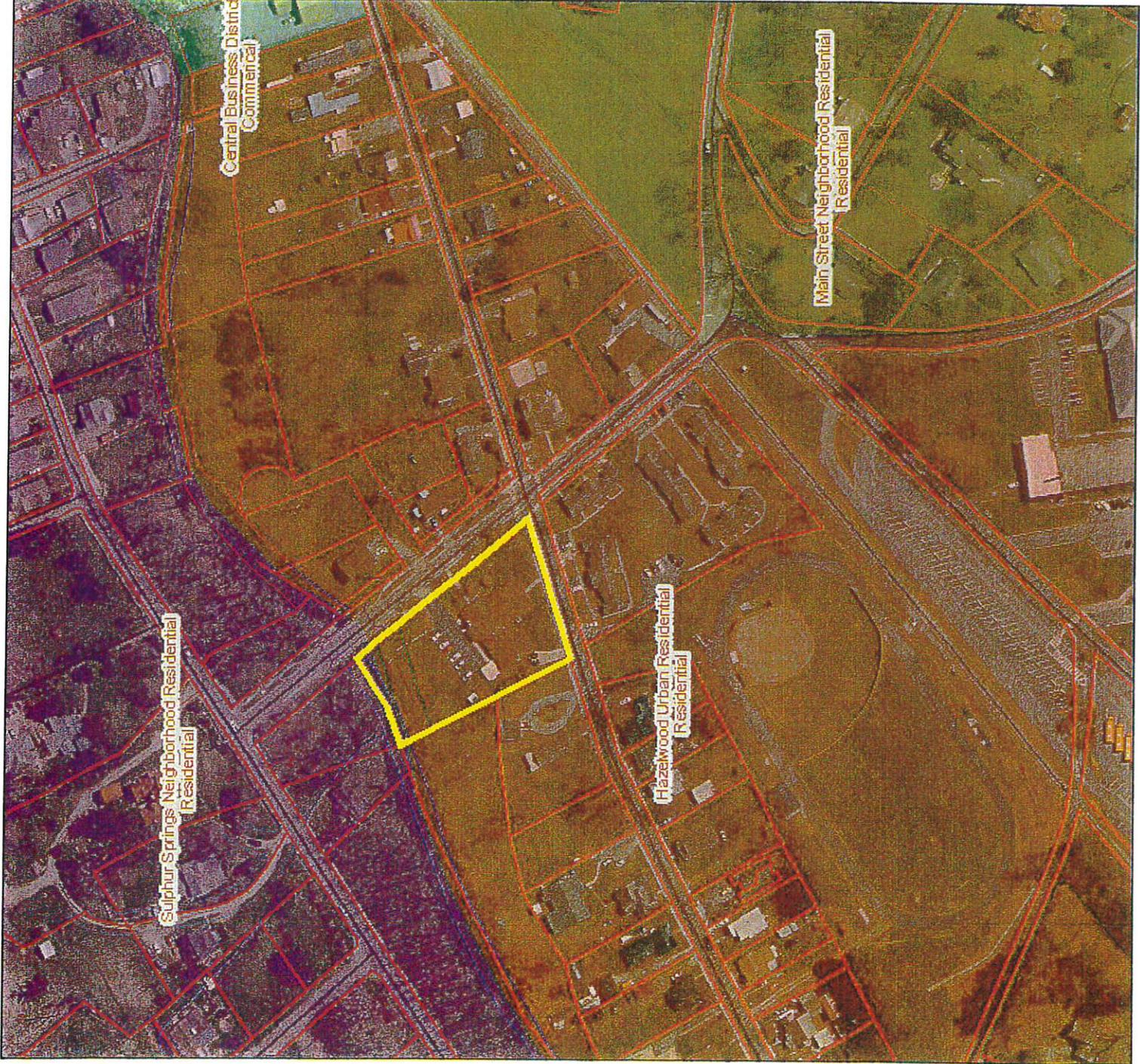
Market Value: \$440,500

Deferred Value: \$0

Assessed Value: \$440,500

Sale Price: \$500,000

Sale Date: 11/14/2013



1 inch = 200 feet

November 28, 2022

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

**AUTHORIZATION FOR AGENT TO
APPEAR BEFORE WAYNESVILLE PLANNING BOARD,
ZONING BOARD OF ADJUSTMENT, OR BOARD OF ALDERMEN**

The undersigned Owner or Party with a contract or option to purchase that real property located at 465 Boyd Ave Waynesville, NC 28786 in Waynesville or the ETJ area of Waynesville, North Carolina, has submitted an application which is to be heard in a proceeding by Board(s) of the Town of Waynesville, North Carolina. I hereby authorize the following named individual to present my application and case, as my agent at such hearings.

Name of Authorized Agent: Frank Queen

Title and Company: Frank Queen Law Firm

Address: _____

Phone and email: 828-421-4771, frank@queenmountainlaw.com

This authorization shall be good through the completion of the project for which the zoning text or map amendment, special use permit, subdivision, variance or appeal, or other Town approval is requested, or until revoked in writing. The Town of Waynesville may rely on this authorization until it is given notice of the revocation of this authorization or of a change of property ownership takes place.

This the 9 day of January, 2023 .

Owner or Party with Contractual Interest in Property:

	<small>dotloop verified 12/30/22 9:38 PM EST YE0X-IQNF-BBGT-BE9F</small>
---	--

Address and phone number:

828-400-9130

ORDINANCE NO. O-07-23

**AN ORDINANCE AMENDING THE OFFICIAL LAND DEVELOPMENT MAP
OF THE TOWN OF WAYNESVILLE**

WHEREAS, the Town of Waynesville has the authority, pursuant to Chapter 160D 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 to the Official Land Development Map and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest, and recommends the map amendment for its enactment by the Board of Aldermen; and

WHEREAS, the Board of Aldermen finds this Ordinance is consistent with the Town's 2035 Comprehensive Plan and that it is reasonable and in the public interest to allow the reasonable re-use of pre-existing nonconforming uses and structures, specifically meeting the following Comprehensive Plan goals;

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use, and context-sensitive development

Goal 5: Create opportunities for a sustainable economy.

- Encourage creatively designed, mixed-use, walkable centers and commercial districts that appeal to residents and visitors.

and;

WHEREAS, after notice duly given, a public hearing was held on **January 9, 2023**, at the regularly scheduled meeting of the Waynesville Planning Board, and on **February 14, 2023**, at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON FEBRUARY 14, 2023, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Official Land Development Map be amended with the property described as 465 Boyd Avenue (PIN 8605-96-8882) from Hazelwood Urban Residential (H-UR) to Hazelwood Urban Residential Mixed-Use Overlay 3 (H-UR MXO3).

ADOPTED this the Fourteenth Day of February, 2023.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT:

A Public Hearing to consider an Application for Text Amendment to Land Development Standards Section 17.3, Use Type Definitions, Personal Services.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Byron Hickox
Presenter: Byron Hickox

BRIEF SUMMARY:

The Land Development Standards Section 17.3 defines Personal Services as follows:

Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers and non-permanent makeup services (excluding Tattoo Parlors).

The applicant has proposed a text amendment that would remove the exclusion of tattoo parlors from the Personal Services definition.

At its meeting on January 30, 2023, the Planning Board voted 4 to 3 to recommend the approval of this text amendment to The Board of Aldermen.

MOTIONS FOR CONSIDERATION:

1. Motion to find that the proposed text amendment is consistent or inconsistent with the 2035 Comprehensive Plan.
2. Motion to approve or deny the proposed text amendment (as presented or modified).

FUNDING SOURCE/IMPACT:

N/A

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Board of Aldermen Staff Report

Subject: Proposed Text Amendment to the Land Development Standards
Ordinance Section: LDS Section 17.3, Use Type Definitions, Personal Services
Applicant: Greg Au
Meeting Date: February 14, 2023

Background

The applicant would like to open a tattoo business within the Central Business District. This zoning district permits Personal Services as a use-by-right. However, the Land Development Standards Section 17.3 defines Personal Services as follows:

Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers and non-permanent makeup services (excluding Tattoo Parlors).

The applicant has proposed a text amendment that would remove the exclusion of tattoo parlors from the Personal Services definition, which would then read as follows (changes in red):

*Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers, **and** non-permanent makeup services, **and** ~~(excluding tattoo parlors)~~.*

Several tattoo parlors are presently operating within Waynesville’s jurisdiction. These businesses were either established prior to the adoption of the current version of the Land Development Standards and are therefore a legal non-conforming use, or were permitted as the result of staff oversight and are operating as zoning violations, even though they may be permitted by the Health Department.

The previous version of the Land Development Standards contained a use category called Hair, Nail, and Skin Services. This use was interpreted by staff to include tattoo parlors. In the 2011 LDS update, the definition of Personal Services was added with the express exclusion of tattoo parlors. The proposed text amendment would bring existing non-conforming tattoo parlors into compliance with the Land Development Standards and would permit this use within Mixed-Use Overlays in the following districts:

- | | |
|--------------------------------------|--|
| Country Club Low Density | Ninevah Neighborhood Residential |
| Francis Cove Low Density | Raccoon Creek Neighborhood Residential |
| Dellwood Medium Density | Walnut Street Neighborhood Residential |
| South Waynesville Medium Density | East Waynesville Urban Residential |
| Love Lane Neighborhood Residential | Hazelwood Urban Residential |
| Main Street Neighborhood Residential | Howell Mill Urban Residential |

The proposed text amendment would permit tattoo parlors on corner lots within the Allens Creek Neighborhood Residential district.

The proposed text amendment would permit tattoo parlors as a use-by-right within the following districts:

- | | |
|---------------------------------------|-----------------------------------|
| North Main Street Neighborhood Center | Raccoon Creek Neighborhood Center |
| Pigeon Street Neighborhood Center | Central Business District |

Hazelwood Business District
South Main Street Business District
Dellwood/Junaluska Regional Center

Hyatt Creek Regional Center
Russ Avenue Regional Center

At its January 30, 2023 meeting, the Planning Board conducted a public hearing to consider this proposed text amendment. Much of the Planning Board's discussion centered on whether tattoo parlors are an appropriate use within residential districts.

Some members argued that tattoo parlors are different in kind from other uses within the Personal Services definition, and therefore proposed an alternative to the requested amendment. The proposed alternative would strike the reference to tattoo parlors from the Personal Services definition altogether and create tattoo parlors as a stand-alone use permitted only within Neighborhood Center, Business, and Regional Center Districts.

Other members argued that tattoo parlors are no more impactful or disruptive to surrounding properties than any other uses within the Personal Services definition. These members contended that tattoo parlors should therefore be permitted wherever Personal Services are currently permitted.

The Planning Board voted 4 to 3 to recommend to The Board of Aldermen the approval of the text amendment as submitted by the applicant, which would strike the reference to and exclusion of tattoo parlors from the definition of Personal Services.

Proposed Text Amendment and Consistency with the 2035 Comprehensive Land Use Plan

Chapter 2 of the Comprehensive Plan lays out several goals and objectives to provide guidance for implementing the overall plan. The following goals and objectives apply to this application:

- Goal 1: Continue to promote smart growth principles in land use planning and zoning.
 - Encourage infill, mixed-use, and context-sensitive development

- Goal 5: Create opportunities for a sustainable economy.
 - Promote the growth of existing local businesses and Waynesville's "maker economy."

Staff Recommendation

The previous version of the Land Development Standards did not contain a specific prohibition of tattoo parlors and contained a use category in which they were interpreted to be permitted. When the LDS was updated in 2011 with revised definitions, the provision excluding tattoo parlors from personal services was added, effectively prohibiting them altogether. However, in recent years, tattoo art has grown in popularity and is often provided in conjunction with cosmetic services, making an across-the-board prohibition difficult to justify. Under current Building Codes, there are no distinct regulations for tattoo parlors, and they would be treated similarly to other uses within the Personal Services use category. Additionally, tattoo parlors require state-issued permits and are regulated and subject to inspection by the local Health Department.

The proposed text amendment would alter the definition of Personal Services to eliminate the exclusion of tattoo parlors within the use category. This would bring the service of tattooing into the same definition as other cosmetic services such as salons, beauty parlors, and barber shops, and would allow such businesses to be permitted wherever other Personal Services are permitted by the LDS. This would

update the definition to be more consistent with current acceptance of tattoo parlors. Staff would therefore support this text amendment request.

Some local governments consider tattoo parlors to be a unique use and zone them uniquely. If the Board is hesitant to allow this particular use within the same definition as other Personal Services and within the same permitted districts, staff would recommend an alternative amendment as opposed to a flat denial of the application. The alternative text amendment could be the striking of the exclusion of and reference to tattoo parlors from the Personal Services definition altogether. Then, Tattoo Parlors could be designated as a stand-alone use with its own definition and placed within the Table of Permitted Uses in certain zoning districts. In this case, staff would recommend Neighborhood Center, Business, and Regional Center Districts. A definition of Tattoo Parlor might read as follows:

An establishment whose principal business activity is the practice of inserting permanent markings or coloration, or the producing of scars, upon or under human skin through puncturing by use of needle or any other methods. (Taken from NCGS 130A-283)

Requested Action

1. Motion to find that the proposed text amendment is consistent or inconsistent with the 2035 Comprehensive Plan.
2. Motion to approve or deny the proposed text amendment (as presented or modified).

Attachments

1. Application for Text Amendment
2. Planning Board Report
3. Consistency Worksheet
4. Ordinance to Amend the Text of the Land Development Standards
5. Alternative Ordinance to Amend the Text of the Land Development Standards



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

Application for Land Development Standards Text Amendment

Application is hereby made on January 5, 20 23 to the Town of Waynesville for the following amendment:

Designate the specific section(s) of the Land Development Standards being requested for change:
land development 173
(See Attached)

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

Expand definition to include tattoo services.
Currently they are specifically excluded. Even though Haywood county has permitted multiple locations within the county. there are several pre existing locations that would benefit from this change.

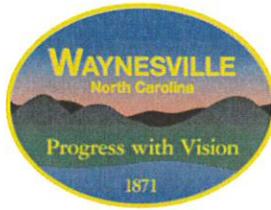
The reasons for the requested amendments, (attach additional sheets if necessary):

Tattoo Art is a growing art form we want to be a part of wayneville business community.

Applicant Contact Information

Name (Printed): Greg Au
 Mailing Address: 59 Tabby Lane Maggie Valley Nc 28751
 Phone(s): 407 369-1172
 Email: gregau82@gmail.com

Note: Text Amendment Requests require a fee of \$500.00. The request will be scheduled for the next agenda opening for the Waynesville Planning Board. Please submit application to: Town of Waynesville Development Services Department, 9 South Main Street, Waynesville, NC 28786.



To: Town of Waynesville Board of Aldermen
 From: Byron Hickox, Land Use Administrator
 Date: February 14, 2023
 Subject: Planning Board Report and Statement of Consistency
 Description: Text Amendment to LDS Section 17.3 – Use Type Definitions
 Applicant: Greg Au, 59 Tabby Lane, Maggie Valley, NC

At its January 30, 2023 meeting, the Planning Board conducted a public hearing to consider a proposed text amendment to remove the exclusion of tattoo parlors from the definition of personal services. Much of the Planning Board’s discussion centered on whether tattoo parlors are an appropriate use within residential districts where personal services are allowed as part of overlay districts. Some members felt strongly that tattoo businesses are appropriately considered a personal service, while others felt they should be distinct from other uses included within the Personal Services definition. A minority of Planning Board members supported an alternative ordinance which would strike the reference to “tattoo parlors” from the Personal Services definition altogether, and create a stand-alone definition for tattoo businesses and allow them only within Business Districts and Regional Center Districts.

The majority of members felt that businesses providing tattoo services are no more impactful or disruptive to surrounding properties than any other uses within the Personal Services definition, particularly since they are highly regulated by the State. These members contended that tattoo parlors should therefore be permitted wherever Personal Services are currently permitted, and supported the application as proposed.

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

The Land Development Standards text amendment **is approved and is consistent with the Town’s comprehensive land use plan and is reasonable and in the public interest** because:

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use, and context-sensitive development

Goal 5: Create opportunities for a sustainable economy.

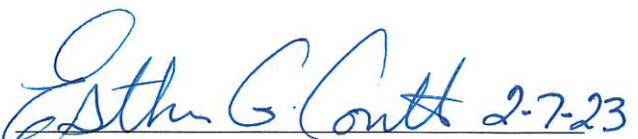
- Promote the growth of existing local businesses and Waynesville’s “maker economy.”

Planning Board Member Jan Grossman made the motion, seconded by Member Ginger Hain. The motion passed with a vote of 5 to 2.

2. The Planning Board hereby recommends to the Governing Board the adoption of the text amendment as presented. Planning Board Member Barbara Thomas made the motion, seconded by Member Jan Grossman. The motion passed 5 to 2, but after further discussion, the vote was corrected to 4 to 3.



 Susan Smith, Planning Board Chair Date



 Esther Coulter, Administrative Assistant Date



To: Town of Waynesville Board of Aldermen
From: Byron Hickox, Land Use Administrator
Date: February 14, 2023
Subject: Text Amendment Statement of Consistency
Description: Text Amendment – LDS Section 17.3 – Personal Services Definition

The Board of Aldermen hereby adopts the following statement(s):

The text amendment **is approved and is consistent with the Town's Comprehensive Land Use Plan** because: _____

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

The text amendment **is rejected because it is inconsistent with the Town's Comprehensive Land Use Plan and is not reasonable and in the public interest** because _____

In addition to approving this text 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: _____

ORDINANCE NO. O-08-23

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, now Section III of Chapter 1 of 160D, 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 to the text of the ordinance and recommends that it is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest, and recommends the text amendment for its enactment by the Board of Aldermen; and

WHEREAS, the Board of Aldermen finds this Ordinance is consistent with the Town's 2035 Comprehensive Plan and that it is reasonable and in the public interest, allowing the reasonable re-use of pre-existing nonconforming uses and structures, specifically meeting the following Comprehensive Plan goals;

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use, and context-sensitive development

Goal 5: Create opportunities for a sustainable economy.

- Promote the growth of existing local businesses and Waynesville's "maker economy."

and;

WHEREAS, after notice duly given, a public hearing was held on January 30, 2023, at a special called meeting of the Waynesville Planning Board, and on February 14, 2023, at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON February 14, 2023, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

1. That the Land Development Standards Section 17.3 – Definitions, Use Type be amended as follows (*in red italics*):

Personal Services. Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers, *and* non-permanent makeup services, *and (excluding* tattoo parlors).

ADOPTED this 14th Day of February , 2023.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

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WHEREAS, the Board of Aldermen finds this Ordinance is consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest, allowing the reasonable re-use of pre-existing nonconforming uses and structures, specifically meeting the following Comprehensive Plan goals;

Goal 1: Continue to promote smart growth principles in land use planning and zoning.

- Encourage infill, mixed-use, and context-sensitive development

Goal 5: Create opportunities for a sustainable economy.

- Promote the growth of existing local businesses and Waynesville’s “maker economy.”

and;

WHEREAS, after notice duly given, a public hearing was held on January 30, 2023, at a special called meeting of the Waynesville Planning Board, and on February 14, 2023, at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON February 14, 2023, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

1. That the Land Development Standards Section 17.3 – Definitions, Use Type be amended as follows (*in red italics*):

Personal Services. Cosmetic services such as hair and nail salons, barber shops, clothing alterations, shoe repair, weight loss centers, and non-permanent makeup services (~~*excluding tattoo parlors*~~).

Tattoo Studio. *An establishment whose principal business activity is the practice of inserting permanent markings or coloration, or the producing of scars, upon or under human skin through puncturing by use of needle or any other methods.*

2. That the Land Development Standards Section 2.5.3 – Table of Permitted Uses, be amended as follows (*in red italics*):

Add to the Office/Service use type category:

Tattoo Studio – Permitted in Neighborhood Center Districts, Business Districts, and Regional Center Districts only – Indicated with a “P”

ADOPTED this 14th Day of February , 2023.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT: Vacancies for Recreation Advisory Commission

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Recreation
Contact: Luke Kinsland, Recreation Director
Presenter: Luke Kinsland, Recreation Director

BRIEF SUMMARY:

The recreation advisory commission passed a motion during last month's meeting to remove two members. The commission requests to remove Regina Zachary for absence and Wallace Messer for health reasons per the Boards & Commissions manual citing consecutive absences.

MOTION FOR CONSIDERATION:

Open two vacancies for the Recreation Advisory Commission

FUNDING SOURCE/IMPACT: n/a

Misty Hagood, Finance Director

Date

ATTACHMENTS:

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Waynesville Parks and Recreation
Department
550 Vance Street
Waynesville, NC 28786



Phone: 828.456.2030
Fax: 828.456.2034
Website: waynesvillenc.gov

This institution is an equal opportunity provider.

“Nationally Accredited”

ADVISORY COMMISSION MEETING

**January 18, 2023
5:30 PM**

MINUTES

The meeting was called to order at 5:33 pm.

In attendance were Eva Hansen, Kim Gardner, Corey Johnson, Megan Houser, Laura Turner, Chad Carver, David Hyder, Dan Schultz, Nicole Kott

Absent: Regina Zachary, Kim Gardner, Corey Johnson, Wallace Messer,

Luke Kinsland, Director, is the assigned staff for the Advisory meeting.

Advocates for the Waynesville Dog Park were also in attendance.

New Business:

- Welcome and introductions. The advisory commission introduced their selves individually. Dog park advocates introduced themselves individually.
- Luke presented an overview of the current status of the dog park renovations. It was explained that the department is heavily studying the drainage and developing a correct plan to repair the park. Challenges that were presented were weather, priorities of public works staff, and funding. Each dog park advocate addressed their concerns and frustrations. The main frustration was how long it has taken to complete the work. Luke answered questions and conveyed those citizens should go before the Board of Alderman and express their concerns. David Hyder encouraged citizens to share their meaningful stories to the council and how the park has enriched their lives.
- Two commission members have been consistently absent from meetings. Regina Zachary has been absent from every meeting for at least 8 months. Wallace Messer has been absent from the past three meetings due to health issues. A motion was made by Eva and seconded by Chad to remove Regina Zachary from the commission. The motion carried unanimously. A motion was also made Eva and seconded by David that Wallace Messer be removed from the commission depending on his health. The motion carried unanimously.
- Luke informed everyone that we have applied for the T-Mobile Hometown Grant for \$50,000 in December. Grants will be awarded in March.
- Eva spoke on prioritizing of updating the master plan. She also spoke about it including a landscape plan. She also suggested improvements at East St. Park.

There being no further business the meeting was adjourned at 7:10 pm.

Chair's signature _____

Respectfully Submitted,
Luke Kinsland, Director

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 2/14/23**

SUBJECT Dog Park

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Recreation
Contact: Rob Hites
Presenter: Luke Kinsland

BRIEF SUMMARY We have been attempting to solve the drainage issue that has plagued the dog park since it was constructed many years ago. Jeff Stines requested WNC Paving to look at the park and provide a quote for constructing it using equipment that is better suited to this type of project than the equipment owned by the Town. WNC Paving brought their laser levels to the site and determined that the drainage off the dog park actually flows away from the skate park. They propose that the park drain into a new detention basin, under the trail and into a dispersion channel that leads to Richland Creek. The park itself will be filled with dirt and compacted, a layer of landscape fabric will be applied and small stone will be added creating a drainage area. A second layer of fabric will be applied and four inches of mulch purchased from a private company will be added. Due to the condition of the benches we recommend that we purchase and install metal benches similar to those we are installing in the greenway adjacent to the BiLo Apartments. As we have mentioned, we plan to install a water line to the park. We have already purchased two water fountains for dogs. The total estimate for the park is \$68,000. Much of the cost is tied up in rock, landscape fabric, mulch and benches WNC's labor including the use of their equipment is \$18,000. Since they are in their least busy time of year they are ready to construct the park.

MOTION FOR CONSIDERATION: Approve a contract with WNC Paving to construct the Dog Park
FUNDING SOURCE/IMPACT: General

ATTACHMENTS: WNC Paving Quote.

MANAGER'S COMMENTS AND RECOMMENDATIONS: We have been using our Streets and Sanitation Crews to carry out the improvements to the park. The staff has to carry out the work as well as dealing with pot- holes, leaf pickup, and other day to day issues. While it appears as though we can save funds by using Town staff, they will not be as efficient as WNC Paving since the company constructs roads and carries out drainage projects as a part of their business. The area is a drainage challenge and WNC paving has the equipment that will be able to properly construct the facility. I recommend that the Board approve the contract. The Budget is as follows:

WNC Paving Quote	\$47,080
Mulch	\$ 7,800
Fence	\$ 3,000
Bench	\$ 4,500
Contingency	\$ 6,238

WNC PAVING INCORPORATED

Serving Western North Carolina for over 50 years

P.O. Box 896 • Waynesville, NC 28786
(828) 452-5826 • Fax (828) 452-5827

QUOTATION SUBMITTED FOR
TOWN OF WAYNESVILLE
ATTN: JEFF STINES

Date: 01/31/23
 Job Name: DOG PARK

We hereby submit the following proposal & specifications:

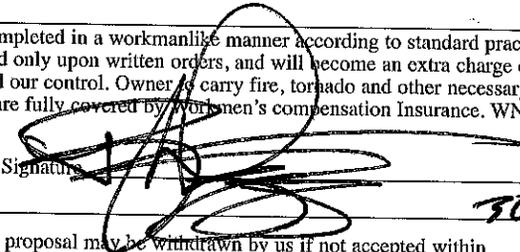
<u>GRADING FOR PROPER DRAINAGE FOR DOG PARK</u>	
<u>688 TON #57 STONE @ \$35⁰⁰</u>	<u>24,080.⁰⁰</u>
<u>FABRIC</u>	<u>5,000.⁰⁰</u>
<u>EQUIPMENT (TRACKHOE, DOZER & ROLLER)</u>	<u>18,000.⁰⁰</u>
<u>TOTAL</u>	<u>\$47,080.⁰⁰</u>

The above prices are based on the current monthly NCDOT asphalt index prices. If the monthly asphalt increases during the life of the project, there will be a corresponding asphalt cost increase.

We hereby propose to furnish labor and materials - completed in accordance with the above specifications, for the sum of:

_____ dollars (\$ _____) with payment to be made as follows:

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's compensation Insurance. Our workers are fully covered by Workmen's compensation Insurance. WNC Paving, Inc is not responsible for drainage issues in area's with less than 2% fall.

Authorized Signature: 

30 days

NOTE: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF QUOTATION

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. payment will be made as outlined above.

Witness _____ Signature _____
 Date _____ Signature _____

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023

SUBJECT:

Budget Amendment to increase Investment Earnings and the Parks and Recreation budget by \$68,800 to complete the dog park improvements.

AGENDA INFORMATION:

Agenda Location: New Business

Item Number:

Department: Parks and Recreation

Contact: Luke Kinsland

Presenter: Luke Kinsland

BRIEF SUMMARY:

We have quotes totaling \$68,800 to take care of the required improvements for the dog park including mitigating drainage, mulch from Suncrest, fencing, and benches. Our investment earnings have far exceeded what was budgeted so we can use the revenue to cover the cost of the improvements at the dog park.

WNC Paving to mitigate drainage: \$47,080

Mulch from Suncrest: \$7,800 (\$24 per cubic yard at a municipal discount)

Fencing Replacement: \$3,000

Benches (5): \$4,500 (\$900 per bench)

Contingency: 10% \$6,238

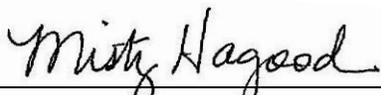
Total: \$68,800

MOTIONS FOR CONSIDERATION:

1. Motion to approve the budget amendment of \$68,800 for the dog park improvements.

FUNDING SOURCE/IMPACT:

Increase in investment earnings


Misty Hagood, Finance Director

2/7/2023
Date

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-09-23

Amendment No. 11 to the 2022-2023 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2022-2023 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2022-2023 Budget Ordinance be amended as follows:

Electric Fund:

Increase the following revenues:

Investment Income	\$68,800
-------------------	----------

Increase the following appropriations:

Parks & Recreation	\$68,800
--------------------	----------

Adopted this 14th day of February, 2023.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT:

Budget Amendment to increase appropriations within the Electric Fund to include \$90,000 received as a grant to replace the fast charger downtown and our match of \$28,992.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY:

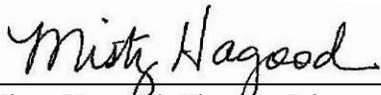
The Town of Waynesville was awarded a grant from the VW settlement of \$90,000 to replace the EV fast charger downtown. Our match is \$28,992 and it will be budgeted from the Electric Fund Balance.

MOTIONS FOR CONSIDERATION:

1. Motion to approve the budget amendment of \$118,992 for the EV fast charging station.

FUNDING SOURCE/IMPACT:

\$90,000 in grant funds and \$28,992 of Electric Fund Balance


Misty Hagood, Finance Director

1/30/2023
Date

MANAGER'S COMMENTS AND RECOMMENDATIONS:



NORTH CAROLINA
Environmental Quality

ROY COOPER
Governor

ELIZABETH S. BISER
Secretary

October 25, 2022

Rob Hites
Town of Waynesville
PO BOX 100
Waynesville NC 28786
DAQ Grant Management System Number: 1000014838

Dear Rob Hites:

I am pleased to inform you that the North Carolina Department of Environmental Quality (NC DEQ) is awarding your proposed Volkswagen Settlement Downtown Waynesville Replacement Fast Charger project in the amount of \$90,000.00. We are excited about this DC Fast charging infrastructure project.

Project Details:

Project Location	Downtown Waynesville Replacement Fast Charger 88 Montgomery Street Waynesville, NC 28786	
Number of Ports	Total Site kW	Number of Parking Spaces
2	100	2

Using the information provided in your application, we have determined the cost share percentage you will be obligated to contribute to your project. Your cost share is determined from the total cost for the station and the amount of voluntary or involuntary matching funds you included on your application. The amount reimbursed after completion of your project will be calculated from the paid invoices included in your claim submittal.

The cost share amount for application 1000014838 is shown below:

Total Project Cost	Applicant Matching Funds	Other Matching Funds	VW Awarded Amount	Applicant Cost Share Percentage	VW Program Cost Share Percentage
\$127,279.00	\$28,992.00	\$0.00	\$90,000.00	29.3	70.7

Dave Willis from my staff will contact you with the necessary forms required for the Division of Air Quality (DAQ) to begin the State contract process. **Please do not start any work on this project until there is a fully executed (signed by representatives of both organizations) contract in place.** We cannot reimburse for work performed or items purchased before a contract is in place. Should you have any questions or need further information, you may contact Dave Willis via telephone at 919-733-1482 or email at dave.willis@ncdenr.gov.



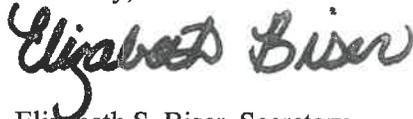
North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Rob Hites
Town of Waynesville
October 25, 2022
Page 2

Applicants must log into the DAQ Grant Management System to upload required forms for contract processing, submit invoices and documents for reimbursement, and view claim status. **A completed and signed NC DEQ Grant Award Acceptance Form (sent separately) must be signed via DocuSign within 15 business days of receipt.**

Thank you for your interest in reducing emissions in North Carolina. We look forward to working with you on this worthwhile endeavor and receiving reports on the success of this project.

Sincerely,



Elizabeth S. Biser, Secretary
Department of Environmental Quality

ESB/wdw
cc: Dave Willis



North Carolina Department of Environmental Quality
217 West Jones Street | 1601 Mail Service Center | Raleigh, North Carolina 27699-1601
919.707.8600

Ordinance No. O-04-23

Amendment No. 10 to the 2022-2023 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2022-2023 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2022-2023 Budget Ordinance be amended as follows:

Electric Fund:

Increase the following revenues:

Grants (NC DEQ Public Charging)	\$90,000
Fund Balance Appropriated	\$28,992

Increase the following appropriations:

Maintenance	\$118,992
-------------	-----------

Adopted this 14th day of February, 2023.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023

SUBJECT:

Budget Amendment to increase appropriations within the Development Services Department budget to include \$10,000 received as a Historic Preservation Fund Grant.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Byron Hickox
Presenter: Byron Hickox

BRIEF SUMMARY:

At the request of the Historic Preservation Commission, Development Services staff prepared and submitted an application for a grant from the Historic Preservation Fund. As a Certified Local Government, the Town of Waynesville is eligible to apply for an HPF Grant, which is administered by the North Carolina State Historic Preservation Office (SHPO).

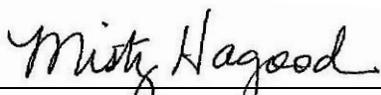
The grant application requested \$10,000 to assist in funding the preparation of a Preservation Plan for the Town of Waynesville's Historic Commercial Districts (Main Street, Frog Level, and Hazelwood). The application was successful and all work on the project will be completed by October 2023.

MOTIONS FOR CONSIDERATION:

1. Motion to approve the budget amendment to include \$10,000 received as a Historic Preservation Fund Grant.

FUNDING SOURCE/IMPACT:

Grant Funds


Misty Hagood, Finance Director

1/30/2023
Date

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Ordinance No. O-05-23

Amendment No. 9 to the 2022-2023 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2022-2023 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2022-2023 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Grants – Historic Preservation Grant	\$10,000
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Increase the following appropriations:

Planning Dept.	\$10,000
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Adopted this 14th day of February 2023.

Town of Waynesville

Gary Caldwell
Mayor

Attest:

Candace Poolton
Town Clerk

Approved As To Form:

Martha Sharpe Bradley
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMAN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023

SUBJECT: ARP funding for Dispatch Center Upgrade

AGENDA INFORMATION:

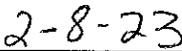
Agenda Location: New Business
Department: Police Department
Item Number:
Contact: Chris Chandler
Presenter: Lisa Burnett

BRIEF SUMMARY: Included in the FY23 budget are funds to upgrade the Police Communication Center with Federal ARPA monies.

MOTION FOR CONSIDERATION: To award the purchase and installation contract of the new Dispatch Console System to Western Carolina Communication Systems for \$120,042.17.

FUNDING SOURCE/IMPACT: Total ARPA funds budgeted for Police Department Dispatch System is \$124,870.00 (274310-545820)


Misty Hagood, Finance Director


Date

ATTACHMENTS:

- Bid Tabulation
- Proposal from WCCS
- Proof of Insurance
- References

MANAGER'S COMMENTS AND RECOMMENDATIONS:



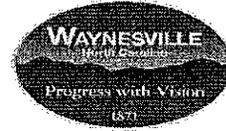
Town of Waynesville

Waynesville Police Department Communication Center

Bid Tabulation for FBR 275-23

	Western Carolina Communications
Dispatch Console 2-person and 5 year service plan	\$ 95,365.00
Additional equipment to make console fully intergrated and operational	\$ 3,395.08
License Key Fees for all Software Programs	\$ 1,133.25
Labor and Programing Cost	\$ 10,850.00
Shipping and Handling	\$ 1,445.61
Sales Tax	\$ 7,853.23
	\$ 120,042.17

Bid opening was held on January 18, 2023 at 2:00 p.m., after a second solicitation for proposals, as required by Uniform Guidance C.F.R. 200.320 (c) State formal bidding G.S. 143-129. Only Purchasing staff was present for the bid opening: Lisa Burnett, Ben Morgan and James Brown.



FBR 275-23 Communication Equipment

Bidder: Western Carolina Communications Systems Inc.

Furnish, Deliver, and Install:

DESCRIPTION	BID AMOUNT
Dispatch Communication Center 2-person per specifications with an extended five (5) year service plan	\$ 95,365. ⁰⁰
All additional equipment needed to make console fully integrated and operational with existing equipment in the Dispatch Center (such as but not limited to antennas, connectors, cable boxes, coaxial cable, and Type-C Trunking equipment etc.)	\$ 3,395. ⁰⁸
License Key fees for all software programs	\$ 1,133. ²⁵
Labor and programming charges of Console and other necessary equipment	\$ 10,850. ⁰⁰
Shipping and handling charges	\$ 1,445. ⁶¹
TOTAL BID AMOUNT	\$ 120,042.¹⁴

Hourly labor cost for work not covered under the Service Plan	\$ 85. ⁰⁰
Vendor must be able to respond to repair calls within one (1) hour when notified of problem	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

Company Name <u>Western Carolina Communications Systems Inc.</u>	Bid Submitted By (Signature)
Address <u>P.O. Box 488</u>	Printed Name and Title <u>Jeremy S Ray</u>
City State Zip <u>Sylva, NC 28779</u>	Email Address <u>jray@westerncarolina.comm.com</u>
Telephone No. <u>(828) 586-0611</u>	Federal Taxpayer ID No. <u>56-2024893</u>
Delivery <u>84?</u> calendar days after receipt of order	Payment Terms are Net 30. No payment discounts apply in determining award.

Western Carolina Comm Systems, Inc.

Post Office Box 488
Sylva, NC 28779

Voice: 828-586-0611

Fax: 828-586-0451



QUOTATION

Quote 5376
Quote Date: Dec 9, 2022
Page: 1

Quoted To:
Waynesville Police Department Attn: Lt. Chris Chandler 9 S. Main Street Waynesville, NC 28786

Customer ID	Good Thru	Payment Terms	Sales Rep
WPD	1/8/23	Net 15 Days	JSR

Quantity	Item	Description	Unit Price	Amount
		PRICES SUBJECT TO CHANGE * SHIPPING ONLY GOOD FOR 7 DAYS *		
1.00	MISC HARDWARE	ZETRON MAX DISPATCH 2-POSITION INCLUDES EXTENDED SERVICE PLAN FOR A TOTAL OF 5 YEARS	95,365.00	95,365.00
1.00	NX-5700K	KENWOOD, VHF (136-174 MHz), 50 WATTS NXDN CONVENTIONAL/ TYPE-C TRUNKING.	894.86	894.86
1.00	NX-5900K	KENWOOD, 700/800 MHz, 30/35 Watts NXDN Conventional/800MHz TYPE-C Trunking	1,140.83	1,140.83
1.00	KPS-15	DC SWITCHING POWER SUPPLY (117/230VAC:23A MAX. CONTINUOUS, 25A PEAK) KENWOOD	158.09	158.09
1.00	KWD-5100CV	LICENSE KEY FOR P25 CONVENTIONAL.	431.25	431.25
1.00	KWD-5101TR	LICENSE KEY FOR P25 PHASE 1 TRUNKING	390.00	390.00
1.00	KWD-5102TR	LICENSE KEY FOR P25 PHASE 2 TRUNKING	312.00	312.00
100.00	LMR-400	LMR-400, COAXIAL CABLE	1.39	139.00
1.00	329997	760-1950 MHz 2.1 dBi FIBERGLASS OMNI ANTENNA.	246.00	246.00
1.00	69945	ROHN 24" CLEARANCE GALVANIZED WALL MOUNT	99.00	99.00
1.00	95040	COLD SHRINK LMR400-ANTENNA	38.22	38.22

All invoices totaling \$ 1,000.00 or more will be subject to a payment schedule of 60% before ordering, 20% upon delivery of equipment to WCCS and the remaining 20% on completion or delivery to customer.

Subtotal	Continued
Sales Tax	Continued
TOTAL	Continued

Western Carolina Comm Systems, Inc.

Post Office Box 488
Sylva, NC 28779

Voice: 828-586-0611

Fax: 828-586-0451



QUOTATION

Quote 5376
Quote Date: Dec 9, 2022
Page: 2

Quoted To:
Waynesville Police Department Attn: Lt. Chris Chandler 9 S. Main Street Waynesville, NC 28786

Customer ID	Good Thru	Payment Terms	Sales Rep
WPD	1/8/23	Net 15 Days	JSR

Quantity	Item	Description	Unit Price	Amount
2.00	338985	N MALE LMR 400 CONNECTOR NON SOLDER NO BRAID TRIM	15.08	30.16
2.00	477566	N MALE CRIMP CONNECTOR.	5.85	11.70
1.00	20573	POLYPHASER-FLANGE ARRESTOR, N/F.	81.82	81.82
10.00	70503	RG58/U MIL SPEC CABLE BY THE FOOT	0.90	9.00
2.00	370030	GMT 3 AMP FUSE 10 PACK. FOR 12VDC TELECOM DISTRIBUTION PANEL.	52.80	105.60
1.00	MISC HARDWARE	CAT5e SHIELDED CABLE BOX 4 PULLS 2 PER POSITION RED & YELLOW, RJ-45 ENDS	440.80	440.80
1.00	LABOR	INSTALLATION OF CONSOLE/PROGRAMMING OF CONSOLE/INSTALLATION OF NEW ANTENNA & COAX FOR VIPER RADIO	10,850.00	10,850.00
1.00	SHIPPING	ESTIMATED SHIPPING * PRICING SUBJECT TO CHANGE *	1,445.61	1,445.61

All invoices totaling \$ 1,000.00 or more will be subject to a payment schedule of 60% before ordering, 20% upon delivery of equipment to WCCS and the remaining 20% on completion or delivery to customer.

Subtotal	112,188.94
Sales Tax	7,853.23
TOTAL	120,042.17

Non-Collusion Declaration

To be executed by bidder and submitted with bid

The undersigned declares:

I am the Vice-President (Title) of Western Carolina Communications Systems Inc. (Company), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham.

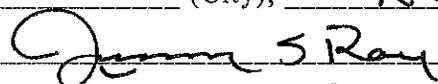
The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

December (Month) 13 (Day) of 2022 (Year),
at Sylva (City), NC (State).

Signature of Declarant: 

Printed name of Declarant: Jeremy S Ray

Name of Bidder (Company): Western Carolina Communications Systems

Title or Office: Vice-President

Federal Tax ID 56-2024893

REFERENCES

Provide, at a minimum, three (3) references in which your company has provided the specific systems preferably with government entities within North Carolina.

Agency/Company Jackson County 911
Name: Todd Dillard / Belinda Clawson
Address: 1620 US-441 Sylva, NC 28779
Phone (828) 586-7508
Years Using System 7

Agency/Company Swain County 911
Name: David Breedlove / Misty Labor
Address: 55 East Ridge Dr. Bryson City, NC 28713
Phone (828) 488-6021
Years Using System 7

Agency/Company Eastern Band of Cherokee Indians Public Safety
Name: Chavella Bailey
Address: 282 Seven Clans Lane Cherokee, NC 28719
Phone (828) 359-6435
Years Using System 6

Provide, at a minimum, three (3) references in which your company has provided the specific systems preferably with government entities within North Carolina.



Waynesville Police Department Communication Center

Bid Proposal FBR 275-23-2

The Waynesville Police Department is soliciting formal proposals for equipment, products and services that meet the general needs of their Communication Center.

Bid packets can be downloaded from the Town's website at waynesvillenc.gov

Bid submission envelopes must be sealed and clearly marked, "Communication Equipment Bid"

Closing date for acceptance of sealed bids will be 2:00 PM, Wednesday, January 18, 2023. Bids will be opened by the Purchasing Supervisor directly afterward at Public Works, 129 Legion Drive, Waynesville, NC 28786.

The Purchasing Supervisor will present the bids for discussion to the Waynesville Police Department on January 19, 2023. Final award will be made by the Board of Alderman in February 2023.

Specifications, descriptions, and conditions upon which the quote request is based are attached.

The Town of Waynesville reserves the right to reject any and all bids, to waive any irregularities and further, reserves the right to accept any bids or parts of bids, which it deems will best serve the interest of the Police Department.

A message from the Town of Waynesville

The Town of Waynesville is fully committed to provide Small Local Business Enterprises (SLBE's) and Minority Business Enterprises (MBE's) an equal opportunity to participate in all aspects of the Town's contracting including, but not limited to participation in the procurement of contracts relating to the construction of and improvements to facilities throughout the Town. It is also the policy of the Town to prohibit discrimination against any person or business in pursuit of these opportunities on the basis of race, sex, color, religion, or national origin and to conduct its contracting and purchasing programs to prevent such discrimination. The Town is also committed to follow all applicable State and Federal law as they relate to procurement practices.

The Town will actively seek and identify qualified SLBE's and MBE's to offer them the opportunity to participate in the procurement of contracts for all Town purchasing and service contracts as well as construction and repair contracts.

The Town aspires to spend 10% of its eligible contract dollars with Minority Business Enterprises and contractors.

For more information or questions about the MBE Outreach policy, please contact the Purchasing Department at 828-456-3706.

Notice to Bidders Instructions for Bid Proposals

Examination of Bid Specifications

Before submitting a bid proposal, each bidder shall carefully examine the specifications to be fully informed as to all existing conditions and limitations.

Bidders shall submit a bid proposal price based on the full equipment and installation cost for a Dispatch Console System outlined in the specifications. Bidders must include a 5-year service plan with equipment.

All current equipment to be replaced as part of this bid specification is available for inspection by the bidder. All inspection requests shall be made by appointment through the Waynesville Police Department.

Withdrawal of Bid Proposal

Any bid proposal may be withdrawn at any time before the scheduled deadline by written request to the Purchasing Supervisor.

Bid Form

Each bid proposal shall be made in an itemized format to the Town of Waynesville and shall be submitted in a sealed envelope bearing the name of the bidder and clearly marked "Communication Equipment Bid".

Any modifications or deviations from the bid specifications must be specified in writing.

Bid Proposals shall be submitted by the date and time indicated under "Bid Proposal". It is the sole responsibility of the bidder to ensure that their respective bid proposal is received by the closing date and time. Bid Proposals received after the closing date will be returned unopened to the bidder and will not be considered.

Bid Opening

Bid Proposals will be opened publicly and read aloud at Public Works, 129 Legion Drive, Waynesville, NC 28786 as indicated on page one of this agreement by the Purchasing Office.

Bid Proposal Conflicts

In the event of a difference between the stipulated amount written in numbers and the amount written in words, the stipulated amount written in words shall govern.

Insurance

Each bid proposal shall be accompanied with proof that the bidder is currently covered by Workers Compensation, Employee Liability, Comprehensive Public Liability, Bodily Injury and Property Damage insurance policies.

Duration of Contract

The quote contract will be in force throughout the installation and set-up process until such time as the Waynesville Police Department and the vendor agree that normal operation has been reached and minor adjustment phase has been completed. The equipment will then be maintained under a general radio maintenance contract with the vendor for a period of 5 years.

Vendor must be able to respond to repair calls within one (1) hour when notified of problem.

Eligibility

Company must have the necessary training to install the system to specifications. A certified technician must be hands-on available for the duration of installation and setup.

Listing of FCC Approved Equipment

The bidder shall show a list of FCC approved frequency and modulation measuring equipment that is available to them. This shall include model and serial numbers of each piece of equipment.

List of Technicians/References

The bidder shall provide a list of their certified technicians.

The bidder shall supply WPD with a current list of customers that are utilizing systems comparable to theirs.

Exceptions

Bidders may take exceptions to any of the specifications as listed in this agreement. A letter explaining the reason for each exception must be included as part of the bid proposal. The letter must be clearly marked "Exceptions to the Bid Specifications".

Hourly Rate

The bidder shall provide the hourly rate for work performed outside of this proposal for the term of this agreement.

Evaluations

The Town of Waynesville reserves the right to select the proposal which best meets its needs, regardless of the cost of that proposal relative to other proposals received.

The evaluation process will begin after the proposals are due and is anticipated to take a couple of weeks. During this review process, the evaluators may request additional clarifying information from the vendor.

Evaluation criteria include the following:

- Completeness – Did the vendor provide everything which was requested and in the proper format?
- Functionality – Does the proposed solution include the functionality which is essential to Waynesville Police Department.
- Cost – Does the proposed solution provide the needed functionality at a reasonable cost to WPD?
- Maintenance and Support – Thoroughness of support program, reputation of company with customer’s responsiveness, thoroughness of testing, and availability and overall cost of support and upgrades. Response time will be an important consideration in the evaluation process.
- References and Experience– Quality of overall System, experience with implementation, experience with existing WPD systems, degree to which projects went over budget/schedule, company references.
- As part of the evaluation process, the evaluators may request site visits and demonstrations or oral presentations (in person or via teleconference) on the part of the vendor.

Special Terms and Conditions for Town of Waynesville

Summary: Bidders please note: This Request for Bids and Proposals includes provisions for the Town of Waynesville. Bids are to be submitted in accordance with the enclosed specifications and these Special Terms and Conditions, both of which require doing all that is necessary, proper, or incidental to the furnishing of the materials identified herein. All things not expressly stated in the attached specifications or Special Terms and Conditions but involved in carrying them out must be included in bidder's proposal as though they were specifically stated.

Notice to Bidders: All bids are subject to the provisions of the Special Terms and Conditions specific to this Request for Quotation and the Specifications. The Town of Waynesville objects to and will not evaluate or consider any additional terms and conditions submitted with a bidder response. This applies to any response appearing in or attached to the document as part of the bidder's response. This applies to any response appearing in or attached to the documents as part of the bidder's response. **DO NOT ATTACH ANY ADDITIONAL TERMS AND CONDITIONS.** By execution and delivery of a proposal, the bidder agrees that any additional terms and conditions, whether submitted purposely or inadvertently, shall have no force or effect. It shall be the bidder's responsibility to read this entire document, review all enclosures and attachments, and comply with all requirements specified herein.

Issuing Office: This bid is issued by the Town of Waynesville Purchasing Department, 129 Legion Drive, Waynesville, North Carolina 28786. All correspondence and inquiry should be made to this address. Telephone number (828) 456-3706, Fax Number (828) 456-2005.

Clarifications/Interpretations: Any and all questions regarding this document must be addressed to the Town of Waynesville Purchasing Department. Any and all revisions to this document shall be made only by written addendum from the Town of Waynesville Purchasing Department. Therefore, no oral statements by any person shall modify or otherwise affect the terms, conditions, or specifications stated in this request for bids and proposals. The bidder is cautioned that the requirements of this bid can be altered only by written addendum and that verbal communications from whatever source are of no effect.

Minor Deviations/Exceptions to Specifications: Minor deviations from the provisions of these specifications may be considered to permit manufactures to follow their standard manufacturing processes; however, all proposed minor deviations must be explained in detail and submitted within the exceptions to specifications, time frame identified herein.

The Town of Waynesville reserves the right to postpone bid openings for its own convenience.

Nonconforming Terms and Conditions: A bid response that includes terms and conditions in this bid document is subject to rejection as non-responsive. The Town of Waynesville reserves the right to permit the bidder/vendor to withdraw nonconforming terms and conditions from its bid response prior to a determination by the Town of Waynesville of non-responsiveness.

Bidders Submittals: Bidder must furnish all information requested herein including descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with a previous bid will not satisfy this provision. Bids which do not comply with these requirements will be subject to rejection. All documents submitted should bear the name of the bidder.

Expenses incurred in Preparing Bid: The Town of Waynesville accepts no responsibility for any expense incurred by the bidder in the preparation and presentation of a bid. Such expenses shall be borne exclusively by the bidder.

Tax Exemptions: The Town of Waynesville is exempt from Federal Excise Tax, but not State and Local Sales Tax. Sales tax should not be included in bid prices but may be added as separate items.

Evaluation and Selection of Bids: The evaluation of bids shall center on the match between the stated specification requirements in the final bid request and the vendor's proposed materials/equipment including selection of the lowest responsible/responsive bidder with consideration of past performance, service record and reliability.

The statutory provisions controlling purchasing by local governments in N.C. (RE: G.S. 143) includes selection standards for use in making awards. The provision reads, "A: contracts shall be awarded to the lowest responsible bidder taking into consideration quality, performance and the time specified in the bids for performance of the contract.

The Town of Waynesville reserves the right to accept or reject any or all bids and proposals further specifically reserves the right to make award to multiple vendors if in the best interest of the Town of Waynesville.

Indemnification: The bidder/vendor covenants to save, defend, keep harmless and indemnify the Town of Waynesville and all of its officers, departments, agencies, agents and employees from and against all claims, loss, damage, injury, fines, penalties, and cost-including court costs and attorney's fees, charges, liability and exposure, however caused

resulting from, arising out of, or in any way connected with the bidder's/vendor's negligent performance or nonperformance of the terms of the contract.

Assignment: During the performance of the contract, the bidder/vendor shall not assign, transfer, convey, sublet, or otherwise dispose of any award of or any or all of its rights, title, or interest therein, without the prior written consent of the Town of Waynesville.

All bids shall be made firm for no less than ninety (90) days.

Invoices and Payments: All invoices and packaging slip must bear Purchase Order number issued for that order. The Town is not exempt from sales tax. The tax must be shown as separate items on invoice.

Iran Divestment Certification: The Consultant certifies that it currently complies with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes, and that at all times during the term of this Contract, it will continue to comply with these requirements. Consultant also certifies that it will require that all of its subcontractors that perform any work pursuant to this Contract to comply with the requirements of Article 2 of Chapter 64 of the North Carolina General Statutes. Violation of this section shall be deemed a material breach of this Contract.

E-Verify Employer Compliance: Employers and their subcontractors with 25 or more employees as defined in Article 2 of Chapter 64 of the NC General Statutes must comply with E-Verify requirements to contract with governmental units. E-Verify is a federal 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 authorization of newly hired employees pursuant to federal law. E-verify can be accessed via this link: <http://www.uscis.gov/e-verify/employers>

Drug-Free Workplace: The Town of Waynesville has adopted a Drug-Free Workplace Policy requiring the contractor to ensure that a drug-free workplace is provided in the performance of this agreement. The requirements of that policy are included in the invitation to bid and included in the agreement for the construction of the Project.

Minority/Woman Business Enterprise (M/WBE) Policy Statement: It is the policy of the Town of Waynesville to ensure that all businesses, including M/WBEs, are afforded the maximum practical opportunity to participate in the Town's purchasing and contracting processes. Therefore, the Town will not enter into a contract or be engaged in a business relationship with any business entity that has discriminated in the solicitation, selection, hiring or commercial treatment of vendors, suppliers, Subcontractors, or commercial customers on the basis of race, color, religion, national origin, sex, age, or handicap.

Insurance Requirements: Insurance during the performance of the services under this Agreement, the Consultant shall maintain the following insurance.

General Liability Insurance, including but not limited to coverage for all premises and non-premises operations, independent contractors, broad form property damage coverage, including explosion, collapse and underground property damage hazards, personal injury liability protection including coverage relating to employment of persons, contractual liability protection, and products and completed operations coverage. This insurance shall provide bodily injury limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate, and with property damage limits of not less than \$500,000 for each occurrence and not less than \$500,000 in the aggregate. The General Liability Insurance shall name the Town of Waynesville as an additional insured, and the insurance shall be primary and non-contributory to any other insurance that may be available to the Town.

Professional Liability Insurance with limits of not less than \$1,000,000 for each occurrence and not less than \$2,000,000 in the aggregate. This Professional Liability Insurance shall provide coverage for the claims concerning the Contractor's errors and omissions for the scope of services provided to the Town under this Agreement, including but not limited to, claims concerning the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications, and claims relating to supervisory, inspection, architectural or engineering activities.

Worker's Compensation Insurance in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than \$100,000 for each occurrence. In case any work is sublet under this Agreement, the Consultant shall require the subcontractor similarly to provide Worker's Compensation and

Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This Agreement shall be void and of no effect unless the Consultant shall secure and keep in effect during the term of this Agreement the Consultant's compliance with the provisions of the Worker's Compensation laws of the State of North Carolina.

Conflict of Interest: No officer, employee or agent of the Town, and no sub-grantee or sub-recipient of any federal or state funds from the Town shall participate in the selection or in the award or administration of a contract supported by federal, state, or City funds if a conflict of interest, real or apparent, would be involved. Such a conflict of interest would arise when any of the following persons or entities has a financial or other interest in the firm selected for the award:

1. The employee, officer, agent
2. Any member of his immediate family
3. His or her partner; or
4. An organization which employs, or is about to employ, anyone listed in (1) through (2) above.

The grantee or sub-grantee's officers, employees or agents will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements except as may be allowed in the Town's Gift Policy.

Divestment from Companies Boycotting Israel Certification: As of the date of this Agreement, the Contractor certifies that it is not listed on the Final Divestment and Do-Not Contract List of Restricted Companies Boycotting Israel created by the State Treasurer pursuant to N.C.G.S. 147-86.81 and that the Contractor will not utilize any subcontractor found on the State Treasurer's Final Divestment and Do-Not-Contract List. All individuals signing this Contract on behalf of the Contractor certify that they are authorized by the Contractor to make this certification.

Federal Funding: If the source of funds for this contract is federal funds, the following federal provisions apply pursuant to 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable):

Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148); Copeland "Anti-Kickback" Act (40 U.S.C. 3145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Procurement of Recovered Materials (2 C.F.R. § 200.322); and Record Retention Requirements (2 CFR § 200.324).

Uniform Guidance procurement policy: Contracts funded with federal grant or loan funds must be procured in a manner that conforms with all applicable Federal laws, policies, and standards, including those under the Uniform Guidance (2 C.F.R. Part 200).

Force Majeure: Neither party shall be deemed to be in default of its obligations hereunder if and so, as it is prevented from performing such obligations by an act of war, hostile foreign actions, nuclear explosion, earthquake, hurricane, tornado, or other catastrophic natural event or act of God.

Non-Collusion Declaration

To be executed by bidder and submitted with bid

The undersigned declares:

I am the _____ (Title) of _____
(Company), the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly, or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the applicable laws that the foregoing is true and correct and that this declaration is executed on

_____ (Month) _____ (Day) of _____ (Year),
at _____ (City), _____ (State).

Signature of Declarant: _____

Printed name of Declarant: _____

Name of Bidder (Company): _____

Title or Office: _____

Federal Tax ID _____

REFERENCES

Provide, at a minimum, three (3) references in which your company has provided the specific systems preferably with government entities within North Carolina.

Agency/Company _____

Name: _____

Address: _____

Phone _____

Years Using System _____

Agency/Company _____

Name: _____

Address: _____

Phone _____

Years Using System _____

Agency/Company _____

Name: _____

Address: _____

Phone _____

Years Using System _____

Provide, at a minimum, three (3) references in which your company has provided the specific systems preferably with government entities within North Carolina.



FBR 275-23 Communication Equipment

Bidder: _____

Furnish, Deliver, and Install:

DESCRIPTION	BID AMOUNT
Dispatch Communication Center 2-person per specifications with an extended five (5) year service plan	
All additional equipment needed to make console fully integrated and operational with existing equipment in the Dispatch Center (such as but not limited to antennas, connectors, cable boxes, coaxial cable, and Type-C Trunking equipment etc.)	
License Key fees for all software programs	
Labor and programming charges of Console and other necessary equipment	
Shipping and handling charges estimation	
TOTAL BID AMOUNT	\$

Hourly labor cost for work not covered under the Service Plan	\$
Vendor must be able to respond to repair calls within one (1) hour when notified of problem	Yes _____ No _____

Company Name	Bid Submitted By (Signature)
Address	Printed Name and Title
City State Zip	Email Address
Telephone No.	Federal Taxpayer ID No.
Delivery _____ calendar days after receipt of order	<u>Payment Terms are Net 30.</u> No payment discounts apply in determining award.

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1. GENERAL REQUIREMENTS

1.1 QUALITY

Proposed equipment shall meet or exceed industry standards for quality and reliability. All materials, parts, assemblies, etc. shall be new, and be free of corrosion, blemishes, or other cosmetic defects. Design and construction shall be consistent with current best engineering practices.

The proposed equipment shall comply with the European Union issued directives on the Restriction of Hazardous Substances (RoHS), Directive 2015/863/EU and Waste Electrical and Electronic Equipment (WEEE), Directive 2012/19/EU.

1.2 CERTIFICATION AND REGULATORY APPROVALS

The equipment provider shall be ISO 9000 certified and shall comply with the applicable US Federal Communications Commission (FCC) rules and regulations for telecommunications equipment.

All equipment proposed in which microprocessors are used shall have undergone comprehensive testing and shall meet 47 CFR, Part 15, Subpart "B" of the Federal Communications Commission rules for Class "A" computing devices.

1.3 WARRANTY

Bidder shall warrant all equipment to be free from defects in material and workmanship, and to operate in accordance with these specifications. Software shall have a warranty for a period of not less than one (1) year from date of acceptance, if within 3 months from the date of shipment and Hardware will have a warranty for a period of not less than 3 years from the date of acceptance, if within 3 months from the date of shipment.

Hardware replacement for the first 90 days will be handled by advance shipment of hardware (replacement hardware will be shipped as soon as an agreement is reached that it is faulty).

1.4 REPLACEMENT PART AVAILABILITY

The manufacturer of the proposed console equipment shall prepare a comprehensive spare listing for delivery with the system or maintain a stock of critical repair components for the system capable of supporting the system for a period of not less than five (5) years after initial delivery. Stocked critical parts shall be available for shipment on an expedited basis.

1.5 SYSTEM DOCUMENTATION

The console system shall include user documentation that addresses the following functions or activities:

1. Hardware Installation
2. System Configuration
3. Console Operation
4. Console Screen Design

A copy of the system documentation shall be provided in electronic format via applicable storage medium.

2. SYSTEM REQUIREMENTS

2.1 CONSOLE SYSTEM ARCHITECTURE

The console system shall be an IP based system which utilizes an IP network as the backbone to transport system messages and media.

The fundamental architecture of the system shall allow for console system devices (e.g., console positions, interface gateways) to be placed in multiple geographic locations. Dispersed system devices shall be capable of utilizing the same feature set as if they were co-located in the equipment room. The architecture shall also allow for related, independently managed console systems within the radio network to communicate with one another and control radio resources at all locations.

As part of the console system architecture, the system shall provide an option to connect remote console system devices and multiple site locations via a multicast to unicast translation application. This removes the need to transport multicast traffic across the span between the dispersed console system devices and/or locations. Therefore, conventional IP networking (including VPN technologies) may be used for such remote connections without concern for multicast routing and transport issues.

Maintenance and system software upgrades shall be handled by dealers or qualified end users. Factory support shall be available on an as needed basis.

A single console system architecture shall support as a minimum:

Consoles: 40
Radio lines: 250
Phone lines: 12 lines per telephone gateway, multiple telephone gateways shall be allowed.
AUX I/O points: 400 per AUX I/O service, multiple AUX I/O services shall be allowed to extend this capacity.

2.2 ENVIRONMENTAL

The system shall operate over the temperature range 0 to 50°C.

2.3 POWER

Any centralized equipment of the console system shall be equipped with dual power inputs in order to allow for power integrity in the system design.

The console system's power supply shall be configured in a 1+1 configuration, such that the loss of single power feed or the loss of a single power supply component shall not cause a disruption in service.

Radio gateways for the system should not draw more than 480mA in a standby condition (powered up but not receiving or transmitting).

Centralized hardware shall not draw more than 15 watts of power, have an SSD and no fan.

2.4 CONSOLE EQUIPMENT

2.4.1.1 Consoles shall be PC based and the console software application shall support Windows 7 , 8.1 or 10 - 64-bit operating systems. Console PCs shall support network teaming (NIC Bonding) and support dual display monitors.

2.4.1.2 A widescreen monitor shall be utilized to display the console user interface and shall support a minimum resolution of 1920x1080. The dispatcher shall be able to perform all dispatch operations by using the combination of the display screen and a mouse.

2.4.1.3 The following items shall be offered as options for dispatch operation:

1. Footswitch
The footswitch shall be used by the dispatcher to key the selected radio channel(s).
2. Maximum of 8 speakers
Each speaker shall be in an individual enclosure and have separate volume control knob. Speakers shall also have a minimum volume level and be equipped with LEDs indicating power to the device and receive voice activity.
3. Desk microphone
The desk microphone shall have a physical button that when pressed shall cause the microphone to be live on the selected radio channel(s) and a button to monitor select radio channels
4. Headset Jack box
The jack box shall be compatible with either 4 or 6 wire headsets. Inserting the headset plug into the jack box shall automatically route the select audio to the headset and mute the select speaker. If an external telephone system is utilized and connected to the console system such that the dispatcher can use one headset to operate both, separate volume knobs shall be provided on the jack box to control radio volume and telephone volume.
5. Laptop Operation
The console software shall run on a laptop that complies with the specifications of the desktop PC position. This option shall allow the dispatcher to use only the console software and a USB headset to perform their dispatching functions.

2.5 TELEPHONE RADIO HEADSET INTEGRATION (TRHI)

The console system shall support the integration of telephone and radio dispatch audio such that the dispatcher can use one headset for operating both an external telephone and the dispatch console.

2.5.1.1 When the telephone is “on-hook” (i.e., telephone not in use), the select audio of the console shall be routed to the earpiece of the headset. When PTT is depressed, the headset microphone audio shall be routed to the selected channel(s).

- 2.5.1.2 An “off-hook” (i.e., placed in use) indication from an external telephone device shall cause the Telephone/Radio Headset Interface to route the select audio into the select speaker and present the user with telephone audio in the earpiece. The microphone audio is routed to the telephone such that the user can converse with the caller in full duplex without the need to press the transmit button. When the user needs to answer a radio call on the console, activation of PTT shall cause the microphone audio to momentarily be routed to the select channel(s). During PTT muting of transmitted audio to the telephone caller shall be selectable.
- 2.5.1.3 When the external telephone returns to an “on-hook” condition, the Telephone/Radio Headset Interface shall return the select audio to the headset earpiece.

2.6 SYSTEM MAINTENANCE

- 2.6.1.1 The console system shall provide a general indication on the dispatch console screen of the health of the IP network on which it resides and allow for a technician to access additional log information to assist in troubleshooting IP network performance issues.
- 2.6.1.2 There shall be a centralized method of device discovery and provisioning of device IP network addresses, and all associated parameters for that device, such that it eliminates the need to access each device separately.
- 2.6.1.3 All primary settings and adjustments on the backroom equipment shall be accomplished via software control.
- 2.6.1.4 It shall be possible to configure the console system from anywhere on the network on which it resides. A technician shall not be required to physically connect to a device in order to perform configuration and maintenance tasks.

2.7 HIGH AVAILABILTY THROUGH REDUNDANCY

- 2.7.1.1 All console system hardware and software shall support NIC Bonding for Redundancy, allowing 2 Ethernet connections with only one active at a given time.
- 2.7.1.2 The architecture of the console system shall support optional redundancy of critical components and/or application services such that a failure in the component shall not cause disruption of service to the system as a whole.

3. INTERFACE AND CONTROL REQUIREMENTS

3.1 TONE REMOTE CONTROL

3.1.1.1 The console system shall be capable of generating, on a channel-by-channel basis, Tone Remote Control (TRC) compliant with TIA.102-BAHA Fixed Station Interface Messages & Procedures, Section 7.2.

- In addition to supporting a single function tone sequence, with a capability of selecting up to 15 functions, including up to 8 radio channels, the console system shall also optionally support dual function tones, with a capability of selecting up to 99 radio channels. The dual function tone

capability shall also support Motorola's Digital Voice Privacy (DVP) and Positive Mode Control (PMC) to ensure that all transmissions are in the intended encryption mode.

- In addition to the 15 standard function tones ranging from 650 to 2050 Hz, the console system shall also support extended function tones including 350, 450, 550, 2250 and 2350 Hz. Guard Tone frequencies shall be field selectable including the following tones: 2100, 2175, 2300, 2325, 2600, 2800, and 2970 Hz.
- The duration of the High-Level Guard Tone shall be adjustable between 60 and 1000 milliseconds in 10 millisecond steps. Function Tone Duration shall be field adjustable between 10 and 250 milliseconds in 10 millisecond steps. The amplitude of each sequential tone shall be independently field configurable between -40 and +10 dBm. The tone frequency accuracy shall be +/- 0.2%, and timing accuracy shall be +/- 1.0%.

3.1.1.2 The transmit path of console system circuits used for TRC shall be capable of monitoring transmissions of other paralleled wireline control equipment when the console is not transmitting on the circuit. This path shall have a notch filter for Guard Tone to prevent the operator from hearing the Guard Tone generated by paralleled equipment. This path shall also be capable of decoding TRC sequences such that when a parallel device changes the radio fixed station's parameters using TRC, the console system shall update its display to the dispatcher to allow the operator's display to reflect the fixed station's current state. This shall include the ability to see transmit state, and changes to the fixed station's channel. Also, in support of paralleled wireline equipment, the console's wireline interface shall support selectable high/low impedance.

3.2 DC CONTROL

The console system shall also be capable of generating, on a channel-by-channel basis, EIA standard DC control currents. The currents shall be programmable between +15mA and -15mA in 0.5mA increments.

3.3 LOCAL/E&M CONTROL

The console shall be capable of controlling radios using local and E & M methods compliant with TIA.102-BAHA Fixed Station Interface Messages & Procedures, Section 7.1. To support this, the console system shall provide, on a channel-by-channel basis, a "normally open" output capable of being wired in support of an E&M "M-lead". In addition, console circuits that use E&M control shall also support the use of an optically isolated incoming receive indication signal which can be wired in support of an E&M "E-lead".

3.4 JVC KENWOOD MOBILE RADIO INTERFACE

The console shall be capable of controlling the following JVC Kenwood mobile radios for specific interface needs: TK-x180 for analog/conventional systems, TK-5x10 for P25 CAI conventional and trunking systems, and NX-700/800/900 for NEXEDGE® systems, and NX-5x00 for P25 and NEXEDGE® systems. The following functions shall be available through the console interface: channel/talk group select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.5 JVC KENWOOD NXIP RADIO NETWORK INTERFACE

The console shall be capable of interfacing to and controlling the following JVC Kenwood repeaters using the NXIP IP-based protocol: NXR-700/800 and NXR-710/810 for NEXEDGE® Conventional systems. The following functions shall be available through the console interface: channel/talk group select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status message

3.6 DIU 3000

The console shall be capable of interfacing to the Motorola Quantar with DIU-3000 to support P25 conventional systems. The following functions shall be available through the console interface: channel select, group call, emergency call and PTT-ID.

3.7 MOTOROLA MOBILE RADIO INTERFACE

The console shall be capable of controlling the following Motorola mobile radios for specific interface needs: XTL-5000, XTL-2500, APX-7500 and APX-6000 supporting Analog FM (with MDC or DTMF signaling), Project 25 trunked and conventional, and SmartNet/SmartZone trunking modes. The following functions shall be available through the console interface: channel/talk group select, group call, individual call, emergency call, PTT-ID, scan, and coded/clear.

3.8 HARRIS RADIO INTERFACE

The console shall be capable of controlling the Harris M7300, XG75 and XG100 radios via CAN Bus translation for specific interface needs: for analog/conventional systems, for P25 CAI conventional and trunking systems, and for EDACS and EDACS Pro-Voice Systems. The following functions shall be available through the console interface: channel/talk group select, group call, individual call, emergency call, PTT-ID, scan, and receipt of status messages.

3.9 DMR APPLICATION INTERFACE SPECIFICATION (AIS)

The console shall be capable of interfacing to and controlling the following Digital Mobile Radio (DMR) systems using the open DMR Association, Application Interface Specification (AIS) interface:

- DMR Tier III (Trunking)
- DMR Tier II (Conventional)

The following functions shall be available through the console interface: all call (conventional), broadcast call (trunking), call alert, channel select, emergency call, group call, individual call, PTT ID, radio check, radio inhibit, radio uninhibit.

3.10 PROJECT 25 DIGITAL FIXED STATION INTERFACE (DFSI)

The console shall be capable of interfacing to and controlling Project 25 base stations and repeaters using the published Fixed Station Interface standard, TIA 102.BAHA. The connection shall be digital (IP-based). The following P25 functions shall be available through the console interface: call alert, channel select, digital/analog air mode, emergency alert, emergency call, encryption, group call, individual call, PTT ID, radio check, radio inhibit, radio uninhibit, remote monitor, scan, and status request.

3.11 PROJECT P25 CONSOLE SUBSYSTEM INTERFACE (CSSI PER TIA.102-BACA)

The Console shall be capable of interfacing to an APCO P25 CSSI. The interface shall be compliant per TIA .102-BACB and shall support, as a minimum, the following features over the CSSI interface:

Unit ID Display
Talk group selection
Group calls (incoming/outgoing)
Incoming emergency group call
Individual calls (incoming/outgoing)
Incoming emergency individual call
Incoming emergency alert
Incoming call alert

Emergency Acknowledgement
AES and DES Encryption
Manual encryption key load
KVL encryption key load support
Long term voice logging support for voice and associated metadata
Patching of talk groups by operator
Consistent visual UI indications for transmit, receive, audio routing, call state
IRR playback for all voice transmissions with current implementation will not change Console pre-empt

3.12 TONE SIGNALING

The console shall be capable of supporting the following tone signaling formats:

- Motorola Two-Tone
- Motorola Quick-Call 2 (1+1)
- GE® Two-Tone
- Reach Two-Tone
- Plectron (Two-Tone w/ non-standard frequencies, durations, and gaps)
- DTMF
- Knox DTMF
- 5/6 Tone

To avoid tone distortion due to IP related issues, selective calling/paging tones used for signaling devices shall be generated and/or decoded at the radio interface device and not transported through the system as VoIP audio.

3.13 MDC 1200/FLEETSYNC SIGNALING

The system shall support encode and decode of MDC 1200 and Fleetsync. The interface to MDC 1200 or Fleetsync radios shall use a 4W analog interface and tone remote signaling. The following features shall be supported: PTT ID for individual radios and groups, Emergency alert, call alert, selective call, status request/report, radio availability check, radio enable/disable, and remote radio monitor.

3.14 GE-STAR SIGNALING

The following GE-Star formats shall be supported: multi-System 0 12-bit decode, Multi-System 1 12-bit decode, Multi-System 2 12-bit decode, Multi-System 3 12-bit decode, Standard 11-bit decode, Mobile/Portable 12-bit decode, Mobile/Portable 13-bit decode, GE-Star #4 14-bit decode, GE-Star #3 14-bit decode, ID Star #1 14-bit decode. The following features shall be supported: PTT ID for individual radios and groups [Rx&Tx], Emergency alert [Rx], status report [Rx]

3.15 TELEPHONE INTERFACE

The system shall support an interface to one or more analog (POTS) telephone lines. The interface shall be compatible with lines terminated at a central office or at a local PBX fitted with an analog port.

3.16 LOGGING RECORDER OUTPUT

The system shall provide both 2-wire analog logging recorder outputs and an interface to an IP voice logger system.

The analog logging recorder output shall record on a per channel basis.

In addition to all voice transmissions, the following data items, if available in the system, shall be made available to the external IP logging system: PTT ID/Caller ID, Radio Channel ID, Privacy code ID, encryption key, encrypted status, telephone line ID.

3.17 TIME SYNC INPUT

The console system shall have the capability to accept a master clock data input which utilizes NTP protocol. The master clock source shall be used to keep all displayed time/date fields synchronized.

4. FUNCTIONAL REQUIREMENTS

4.1 GENERAL USER INTERFACE

- 4.1.1.1 The user interface shall support the configuration of multiple workspaces for a dispatch screen. Workspaces shall allow for “on the fly” configuration by dispatch personnel such that they may add and delete resources to and from the workspace, move resources around within the workspace and resize certain resources.
- 4.1.1.2 There shall be an option provided to a technician or system administrator level to lock each individual workspace such that nothing may be moved, added, or deleted from the workspace. There shall also be an option to lock each visual control and system resource displayed on the screen such that a workspace that is unlocked may have locked items on it to prevent a dispatcher from changing them while the console is running.
- 4.1.1.3 The user interface shall have the ability to support multiple roles each with a different screen layout and radio resource list. The role-based configuration shall be made available at every console workstation such that a user may log in at any workstation and begin using the layout appropriate for their role.
- 4.1.1.4 In order to minimize visual distractions to the dispatcher, the user interface shall be capable of being configured such that information and indications appear only when applicable to an event. It shall not be necessary to have every indication constantly visible on the screen regardless of its state in order for the dispatcher to access it.
- 4.1.1.5 The dispatcher shall have access to system resources in the system that may not be permanently displayed on their screen including:
 - Adding a radio channel to their workspace for as long as the dispatcher requires.
 - Allowing for an instant transmit or access to receive notifications for radio channels that they do not add to the workspace.
 - Adding Aux, I/O sensors, and controls to their workspace for as long as the dispatcher requires.
- 4.1.1.6 The user interface shall allow the ability to associate individual, customized images to represent each entity stored in the console system data repository.
- 4.1.1.7 The console software shall allow for the ability to display the dispatch center’s name, logo, or other graphic icon on all screens.

4.1.1.8 The console software shall allow the selection of at least 100 different colors for channel modules, allowing quick identification of the function by the dispatcher.

4.2 AUX I/O

4.2.1.1 The console system shall support connection to auxiliary digital inputs (for receiving status from external equipment) and digital outputs (for external device control).

4.2.1.2 Input shall be capable of showing at least two indication states within the same indicator on the console screen in order to reflect different status levels.

4.2.1.3 Output controls shall be available in latching and momentary operation. The output control shall be capable of showing at least two indication states.

4.2.1.4 A combined input and output control shall be available such that the dispatcher views the input status and controls the output from a single visual control. Activation of the output would send activation but only change the indication based on state of input.

4.3 RADIO CONTROL

4.3.1 Select

The dispatcher shall have the ability to place a channel into the selected state via a single operation. When a radio channel is placed into the selected state, that audio is routed to the appropriate device, either the select speaker or the headset or both. Microphone audio is routed to either the headset microphone or a desk microphone depending on the console configuration. There shall be a visual indication that the dispatcher has placed a channel into the selected state.

4.3.2 Transmit

The system shall support the ability to transmit on a selected channel or channels. The user interface shall provide visual feedback to the dispatcher that the transmission is either successful or blocked. When transmitting on multiple selected channels, if any channel is busy or unavailable, this shall not prevent transmission on non-busy channels.

4.3.3 Instant Transmit

The system shall allow the dispatcher to perform an instant transmit on a radio channel without the need to place the channel into a selected state. An instant transmit on a channel shall not result in a transmission on currently selected radio channels.

4.3.4 Receive

The user interface shall provide a visual indication that there is incoming audio traffic on a radio channel. If the channel is selected, the audio is routed to the applicable device (headset or select speaker).

The user interface shall provide a method for dispatchers to see that there is an incoming call on a channel(s) that is not visible in their primary workspace. This method shall allow the dispatcher to interact (select and/or transmit) with that radio channel if necessary. Which channels appear to the dispatcher via this method shall be configurable by a technician or system administrator.

4.3.5 Monitor, Idle States

The user interface shall allow the dispatcher to place audio from a specified radio in a monitor speaker. The user interface shall be capable of allowing the dispatcher to change which monitor speaker the audio is routed to at any time.

The user interface shall allow the dispatcher to view activity and visual indications on a radio channel on their screen without requiring the audio to be present in the select or monitor speakers.

4.3.6 Radio ID & Alias

When available, the PTT ID shall be displayed on the user interface for an incoming radio transmission. When available, the contact entry name shall be displayed for the matching PTT ID from the console system's data repository.

4.3.7 Time Stamp

The user interface shall display the time that an incoming or outgoing radio transmission occurs.

4.3.8 Alert tone

The system shall be capable of transmitting a predefined alert tone on the selected channel(s).

4.3.9 multi-select

The user interface shall support multi-channel selection where selecting a channel does not change the state of a previously selected channel. The user interface shall support this without requiring the dispatcher to change modes or screens. Multi select shall be activated by a single mouse click or touch. While multi-selected a dispatcher shall be able to instant transmit to a group or individual in the multi-select with a single mouse click or touch.

The user interface shall allow the dispatcher to see who is in the multi-Select and add or remove entities with a single mouse click or touch.

4.3.10 Frequency/Talk group Change

The system shall allow the dispatcher to change the frequency or talk group on a radio channel if allowed by the base station. The system shall support the ability for a technician or administrator to label the radio frequencies/talk groups to a desired name. When the dispatcher changes the frequency on a radio channel, the change shall be reflected on all consoles.

4.3.11 Patch

The system shall support the ability to connect two or more channels together such that the receive audio of one channel is repeated on all other channels who are members of the patch. Each radio channel that is a member of a patch shall clearly display that they are in a patch, and of which patch they are a member. This indication shall be shown on all consoles displaying that channel.

Dispatchers shall have the ability to add and delete individual radio channels to and from an active patch. They shall also have the ability to tear down the entire patch all at once.

Dispatchers shall have the ability to become active members of the patch or remove themselves from the member list.

Dispatchers shall have the ability to instant transmit on a group or individual within the patch by a single mouse click or touch.

The user interface shall provide a list of the patch members. The dispatcher shall be able to view the members in all system patches.

4.3.12 Permanent groups

The console system shall allow for a pre-defined group of radio channels to be established and saved permanently in the system. This group shall be represented on the user interface via a single visual element. Selecting and transmitting on the visual control operates the same as if the dispatcher had individually selected each channel.

4.3.13 Dynamic groups

The console system shall allow for a dispatcher to create a group of radio channels dynamically during their console session.

4.3.14 Priority/Channel Marker

The system shall allow for a priority marker to be placed on any and all analog channels in the system as desired on a channel-by-channel basis. The frequency, duration, interval, and amplitude of the priority marker shall be adjustable in software.

4.4 TELEPHONE CONTROLS

4.4.1 Answer/Release

The user interface shall allow the dispatcher to answer an incoming telephone call. It shall not be necessary to have a telephone line resource present on screen in order to receive and answer an incoming call. The dispatcher shall have the ability to terminate the call via a user interface control.

4.4.2 Outgoing Call

The user interface shall allow the dispatcher to place an outgoing call via a dialer from their console screen. It shall not be required to have the dialer permanently displayed on the screen in order for the dispatcher to place the call. The system shall support the ability to also dial from a keypad at the console position.

The system shall support the ability for the dispatcher to place an outgoing call from a predefined contact entry.

4.4.3 Redial

The user interface shall allow the dispatcher to redial the last number used for an outbound call without the need to re-enter the digits. The user interface shall display the call information before placing the call.

4.4.4 Caller ID

When available the caller identification information shall be displayed on the user interface for an incoming call.

The contact entry shall be displayed on the user interface if the calling number matches an entry in the console system's data repository.

4.4.5 Mute

The user interface shall allow the dispatcher to mute their microphone source to the telephone caller. There shall be a visual indication that the microphone is muted.

4.4.6 Hold

The dispatcher shall have the ability to place a telephone call on hold. There shall be a visual indication that the call has been placed on hold. A technician configurable hold timer shall be available such that when the timer expires, the telephone call will re-ring at the position.

4.4.7 Call Monitor

The system shall allow for another position to monitor a telephone call. While monitoring a call the user can listen to the parties on the call but not have their microphone live as part of the telephone call.

4.4.8 Join Call

The system shall allow for another dispatcher to join an active telephone call.

4.4.9 Patch Telephone to Radio

The system shall provide the ability for a telephone call to be patched to one or more radio channels.

4.5 PAGING CONTROL

4.5.1 Instant Call Page

The system shall provide the ability to initiate a paging alert through activation of a single action. Instant calls may be pre-programmed with one or more pages with differing formats.

4.5.2 Page Steering

Instant call pages may be programmed to go out on pre-defined channels or programmed to go out on the selected channel(s).

4.5.3 Page Transmission

The console shall provide both audible and visual cues of the progress of the paging process. The dispatcher shall have the ability to stop the page transmission after initiation. There shall be an indication to the dispatcher if a page was transmitted successfully or not.

The system shall support the ability to simultaneously send different pages on multiple channels.

4.6 GENERAL CONTROLS & SYSTEM FUNCTIONS

4.6.1 Volume – individual, master

The user interface shall have increase/decrease volume controls that are adjustable by the dispatcher. There shall be controls to change the volume level on each individual channel independently from one another and controls to change volume level on all channels routed to a particular speaker.

4.6.2 Volume Boost

The user interface shall allow the dispatcher to boost the volume to a pre-defined level for each channel independently and for any speaker. A visual indication shall appear when that item is placed into the boosted state.

4.6.3 Mute

The user interface shall allow the dispatcher to mute the volume to a pre-defined level for each channel independently and for any speaker. However, muting of the selected channel(s) shall not be allowed.

A visual indication shall appear when that item is placed into the muted state.

4.6.4 All Mute

The user interface shall allow the dispatcher to mute all monitored channels (anything not selected) simultaneously to a pre-defined level. There shall be an indication on the screen that channels are in a

muted state. The all-mute function may be removed by either the dispatcher invoking the action or via a timer. The timer length shall be adjustable by a technician or administrator.

4.6.5 Console Voice Intercom

The system shall allow a console dispatcher to talk directly to one or more dispatchers within the console system. The user interface shall allow the dispatcher to select the destination console(s) from a list of logged in users.

4.6.6 Console Text Messaging

The system shall allow a console dispatcher to communicate with one or more dispatchers within the console system via freeform text messaging.

The user interface shall provide an indication that the dispatcher has an incoming and/or unread text message. In order to not disrupt the dispatcher from their current tasks, the dispatcher shall have the ability to read that message when desired versus immediately upon receipt.

For outgoing text messages, the user interface shall allow the dispatcher to select the destination console(s) from a list of logged in users or modify the destination console(s) when replying.

4.6.7 Call History

The system shall provide a history of all radio transmissions, incoming and outgoing, for each channel displayed on the screen regardless of its selected state. The dispatcher shall be able to perform an instant transmit to a caller from the activity entry. The following information shall be displayed for each transmission: time, Mobile ID or contact alias (when available), and status. The dispatcher shall have access to the transmission recording from the activity history. The dispatcher shall be able to sort by various type of calls and channels of the call. History shall allow saving for up to 24 hours.

4.6.8 Event Replay

The system shall provide short term recording/instant playback functionality for transmissions. The dispatcher shall have access to the individual transmission playback via the history window. The system shall also support the ability to playback recordings on a particular channel in succession without needing the dispatcher to individually initiate the playback of each recording. Event replay shall allow saving for up to 24 hours.

4.6.9 Parallel Status

The status of any system resource (e.g., Radio, Phone, Aux I/O) shall be indicated at all consoles where the resource is displayed.

The user interface shall display visual indication on a radio channel of transmissions from other dispatchers on the console system.

4.6.10 Console Cross Mute

The system shall provide a means of muting the transmit audio from one or more other consoles within the system on a console that is monitoring the channel on which the transmission occurred.

4.6.11 Channel Cross Mute

The system shall provide a means of muting incoming audio (both transmit monitor and receive) on one or more channels when the system is transmitting on a given channel and frequency.

4.7 CONTACT-BASED DISPATCHING

In addition to supporting traditional resource-based dispatching (where the dispatcher focus is on the gateway radios), the console shall also support contact-based dispatching that allows a dispatcher to instead focus on whom they wish to speak to, rather than the radio network, channel or media needed to contact the person or group. In support of this the console shall be capable of presenting icons for field units (both individual field users, as well as groups of field users) and those icons shall indicate the presence of traffic associated with the field unit (including talker ID and alias) and those icons shall allow the dispatcher to initiate transmissions to the field unit. This is desired in order to avoid the necessity of training dispatchers on the details of each radio network interfaced to their console.

4.8 MAP-BASED DISPATCHING

In addition to displaying field units on in a fixed matrix, those consoles interfaced to and equipped with Location Services (a.k.a. Automatic Vehicle Location – AVL), shall be capable of showing a map of the jurisdiction for which they dispatch. On the map shall appear an icon for any field user or group of users they are interested in seeing (if those user’s radios are equipped with location determining technology such as GPS receivers). The icons shall be placed on the map such that the dispatcher can see the location of the user. The icon shall also indicate the field user’s voice traffic status, emergency state, and the dispatcher shall be capable of clicking on the icon to initiate a voice transmission to the desired user. This is desired in order to help dispatchers see which responders are closest to an incident. It is also desired in order to locate a specific user in the event they declare an emergency.

4.9 SHARING INFORMATION WITH 3RD PARTY DEVICES (CAD, MAPPING...)

The console shall have a set of Application program interfaces (APIs). This is a set of routines, protocols, and tools for building software applications. An API specifies how software components should interact. Additionally, APIs are used when programming graphical user interface (GUI) components.

The APIs shall include call status, caller ids, Location information, ability to select pages and send them to selected groups, Paging status, PTT ability for any group programmed on the console, emergency acknowledge and clear capability, and console and system health.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2022**

SUBJECT: Approval of Audit Contract

AGENDA INFORMATION:

Agenda Location: New Business
Item Number: (LEAVE BLANK)
Department: Finance
Contact: Misty Hagood
Presenter: Misty Hagood

BRIEF SUMMARY:

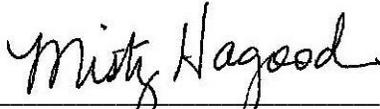
Martin Starnes and Associates was selected as the audit firm for a period of three years that started with the FY22 audit. This is the second year of the three-year agreement. The regular audit and writing of the financial statements will be \$42,000 and there will be an additional fee of \$3,500 if a single audit is required.

MOTION FOR CONSIDERATION:

Approval of the audit contract and authorize the mayor to sign the Contract to Audit Accounts.

FUNDING SOURCE/IMPACT:

Contract amount will be included in the FY23 and FY24 budgets.



2/3/23

Misty Hagood, Finance Director

Date

ATTACHMENTS:

- Audit Contract
- Single Audit Engagement Letter

MANAGER'S COMMENTS AND RECOMMENDATIONS:

The recommendation is to approve of the Audit Contract.

The of and	Governing Board Board of Aldermen
	Primary Government Unit Town of Waynesville, NC
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/23	Date Audit Will Be Submitted to LGC 10/31/23
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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). The basic financial statements shall include budgetary comparison information in a budgetary comparison statement, rather than as RSI, for the General Fund and any annually budgeted Special Revenue funds.
2. At a minimum, the Auditor shall conduct the audit and render the report in accordance with GAAS. The Auditor shall perform the audit in accordance with *Government Auditing Standards (GAGAS)* if the Governmental Unit expended \$100,000 or more in combined Federal and State financial assistance during the reporting period. The auditor shall perform a Single Audit if required by Title 2 US Code of Federal Regulations Part 200 *Uniform Administration Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F* (Uniform Guidance) or the State Single Audit Implementation Act. 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 in accordance with 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).

Effective for audits of fiscal years beginning after June 30, 2023, the LGC will allow auditors to consider whether a unit qualifies as a State low-risk auditee based upon federal criteria in the Uniform Guidance §200.520(a), and (b) through (e) as it applies to State awards. In addition to the federal criteria in the Uniform Guidance, audits must have been submitted timely to the LGC. If in the reporting year, or in either of the two previous years, the unit reported a Financial Performance Indicator of Concern that the audit was late, then

the report was not submitted timely for State low-risk auditee status. Please refer to "Discussion of Single Audits in North Carolina" on the LGC's website for more information.

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).

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*, 2018 revision, 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 Auditing 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 the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change 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.

For GAAS or *Government Auditing Standards* audits, if an auditor issues an AU-C §260 report, commonly referred to as "Governance Letter," LGC staff does not require the report to be submitted unless the auditor cites significant findings or issues from the audit, as defined in AU-C §260.12 - .14. This would include issues such as difficulties encountered during the audit, significant or unusual transactions, uncorrected misstatements, matters that are difficult or contentious reviewed with those charged with governance, and other significant matters.

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 records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is also required for the Alternative Compliance Examination Engagement for auditing the Coronavirus State and Local Fiscal Recovery Funds expenditures as allowed by US Treasury. Approval is not required on audit contracts and invoices for system improvements and similar services of a non-auditing nature.
9. 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. This paragraph is not applicable to contracts for audits of hospitals.
10. 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 if required, 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 13).
11. 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.
12. 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.
13. 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.

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted 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. 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 and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. 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.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). 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.

17. 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 except for fees, work, and terms not related to audit services, 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 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

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

19. 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 primary 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.

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

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). 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. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

30. All of the above paragraphs are understood and shall apply to this contract, except the following numbered paragraphs shall be deleted (See Item 17 for clarification).

31. 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/state-and-local-government-finance-division/local-government-commission/submitting-your-audit>

32. 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.

33. Modifications to the language and terms contained in this contract form (LGC-205) are not allowed.

FEEES FOR AUDIT SERVICES

1. For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct (as applicable) and *Government Auditing Standards, 2018 Revision*. Refer to Item 27 of this contract for specific requirements. The following information must be provided by the Auditor; contracts presented to the LGC without this information will be not be approved.

Financial statements were prepared by: Auditor Governmental Unit Third Party

If applicable: Individual at Governmental Unit designated to have the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the non-attest services and accept responsibility for the results of these services:

Name:	Title and Unit / Company:	Email Address:
Misty Hagood	Finance Director, Town of Waynesville	mhagood@waynesvillenc.gov

OR Not Applicable (Identification of SKE Individual on the LGC-205 Contract is not applicable for GAAS-only audits or audits with FYEs prior to June 30, 2020.)

2. 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 and 13 for details on other allowable and excluded fees.

3. The audit fee information included in the table below for both the Primary Government Fees and the DPCU Fees (if applicable) should be reported as a specific dollar amount of audit fees for the year under this contract. If any language other than an amount is included here, the contract will be returned to the audit form for correction.

4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC, not to exceed 75% of the billings for the unit's last annual audit that was submitted to the Secretary of the LGC. All invoices for services rendered in an audit engagement as defined in 20 NCAC .0503 shall be submitted to the Commission for approval before any payment is made. Payment before approval is a violation of law. (This paragraph not applicable to contracts and invoices associated with audits of hospitals).

PRIMARY GOVERNMENT FEES

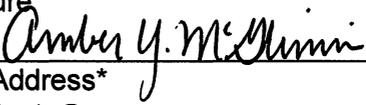
Primary Government Unit	Town of Waynesville, NC
Audit Fee	\$ 36,750
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ 3,500 (up to 3 major programs); \$3,500 per major program in excess of 3
Writing Financial Statements	\$ 5,250
All Other Non-Attest Services	\$

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/03/23	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* Town of Waynesville, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* Gary Caldwell, Mayor	Signature*
Date	Email Address gcaldwell@waynesvillenc.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
 Not applicable to hospital contracts.

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) Misty Hagood, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* mhagood@waynesvillenc.gov

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU* N/A	
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") N/A	Signature
Date	Email Address

DPCU – PRE-AUDIT CERTIFICATE

Required by G.S. 159-28(a1) or G.S. 115C-441(a1).
Not applicable to hospital contracts.

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)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT



Report on the Firm's System of Quality Control

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

Raleigh

4060 Barrett Drive
Post Office Box 17806
Raleigh, North Carolina 27619

919 782 9265
919 783 8937 FAX

Durham

3500 Westgate Drive
Suite 203
Durham, North Carolina 27707

919 354 2584
919 489 8183 FAX

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579 West Street
Post Office Box 1399
Pittsboro, North Carolina 27312

919 542 6000
919 542 5764 FAX

Smithfield

212 East Church Street
Post Office Box 2348
Smithfield, North Carolina 27577

919 934 1121
919 934 1217 FAX

MARTIN ♦ STARNES

& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 3, 2023

Misty Hagood, Finance Director
Town of Waynesville
PO Box 100
Waynesville, NC 28786

The following represents our understanding of the services we will provide the Town of Waynesville.

You have requested that we audit the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the Town of Waynesville, NC, as of June 30, 2023, and for the year then ended, and the related notes to the financial statements, which collectively comprise the Town of Waynesville's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2023. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the 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 required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Local Governmental Employees' Retirement System's schedules

Supplementary information other than RSI will accompany 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 basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Other schedules
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

We will make reference to the component unit auditor's audit of the Town of Waynesville ABC Board in our report on your financial statements.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and

certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Town of Waynesville's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the Town of Waynesville's basic financial statements. Our report will be addressed to the governing body of the Town of Waynesville. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw

from the engagement. If our opinions on the basic 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 to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the Town of Waynesville's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we

consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
10. For taking prompt action when instances of noncompliance are identified;
11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
13. For submitting the reporting package and data collection form to the appropriate parties;
14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;

15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
20. For the accuracy and completeness of all information provided;
21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

will perform the following nonattest services:

- Draft of financial statements and footnotes
- GASB 34 conversion entries
- Preparation of auditor portions of Data Collection Form (if applicable)
- Preparation of LGC's data input worksheet

We will not assume management responsibilities on behalf of the Town of Waynesville. However, we will provide advice and recommendations to assist management of the Town of Waynesville in performing its responsibilities.

The Town of Waynesville's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The Town is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

Marcie Spivey is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree

to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	\$ 36,750
Financial Statement Drafting	5,250
Single Audit Fees (up to 3 programs)	<u>3,500</u>
	<u>\$ 45,500</u>

Additional Fees:

Charge per major program in excess of 3	<u>\$ 3,500</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the Town of Waynesville's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Our fees are 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. Our fees for such services range from \$85-\$390 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and

agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Town of Waynesville by:

Signature: _____

Title: _____

Date: _____

TOWN OF WAYNESVILLE BOARD OF ALDERMEN

REQUEST FOR BOARD ACTION

Meeting Date: February 14, 2023

SUBJECT: Field Training Officer Compensation

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration, Police Department
Contact: Jesse Fowler, Assistant Town Manager
Brandon Gilmore, Assistant Police Chief
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

Many Police Department's across the State of North Carolina offer extra compensation to Law Enforcement Officers who are certified as Field Training Officers. A Field Training Officer (FTO) is tasked with onboarding and training new Police recruits within our Police Department over a period of approximately 6 months. Field Training Officers are required to perform extra duties during the onboarding and training of new Police Recruits and must work extra hours in order to record recruit activities, experiences, and evaluate the new recruits in order to determine their fitness for duty.

Our current personnel policy does not allow for additional compensation for FTOs. We are requesting that the Board of Aldermen approve the below language to amend the Town's current personnel policy.

Each new incoming Police Officer to the Town will spend time under a Field Training Officer (FTO). The Town acknowledges that an FTO must prepare and complete Daily Observation Reports, plan for tasks to be completed, prepare training scenarios, develop remedial strategies, etc.. To compensate an FTO for the time spent on the extra duties required while performing in the role of FTO, an FTO assigned a new incoming officer will record one (1) hour of Compensatory Time for each 12-hour shift worked in the capacity of FTO. Compensatory Time under the FTO program will be recorded in the appropriate OT/Compensatory Time column on the FTO's timecard each work period.

MOTION FOR CONSIDERATION

- Motion to approve the above language as an amendment to the Town of Waynesville Personnel Policy

FUNDING SOURCE/IMPACT

ATTACHMENTS

MANAGER'S COMMENTS AND RECCOMENDATIONS

Throughout the state, we have found several different strategies for managing FTO compensation. Some municipalities offer 2 hours of compensatory time per 12-hour shift worked in the capacity of an FTO while others offer 1 hour. Some municipalities offer a dollar amount compensation for each 12-hour shift worked in the capacity as an FTO. For example, if the FTO works 12 hours then they receive 50 dollars extra on their paycheck. We have decided to recommend 1 hour of compensatory pay for each 12-hour shift worked as this amount is found more common throughout the state, with 2-hour compensation being the outlier.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: February 14, 2023**

SUBJECT: NCDOT URA RUSS AVENUE (Historic District)

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Public Services/Administration
Contact: Jeff Stines/Rob Hites
Presenter: **Jeff Stines**

BRIEF SUMMARY: In 2020 the original URA was agreed upon between the Town of Waynesville and NCDOT for the Russ Avenue Project. With the project slated to let in May of 2023, the updated URA pricing needed to be agreed upon by the Town of Waynesville and NCDOT. The new agreement is basically to ensure NCDOT will fully reimburse the Town of Waynesville fully for the costs of the Electric Utility work completed by our contractor in the Historic District of the Russ Avenue Project. The reimbursement will include everything except for the decorative lights.

MOTION FOR CONSIDERATION: To accept the URA for Russ Avenue (Historic District) as signed by Rob Hites, Town Manager

FUNDING SOURCE/IMPACT: Electric Fund (Capital)

ATTACHMENTS: NCDOT URA

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Gavin Brown, Mayor
Julia Freeman, Mayor Pro Tem
Jon Feichter, Alderman
Anthony Sutton, Alderman
Chuck Dickson, Alderman



Rob Hites Jr., Town Manager
Bill Cannon, Town Attorney

February 1, 2023

North Carolina Department of Transportation
C/O: Todd Butner – Hinde Engineering
1555 Mail Service Center
Raleigh, NC 27699

RE: NCDOT WBS #: 50230.1.1
TIP # U-5839
County: Haywood
Location: Waynesville, NC
Project Requirements: Utility Relocation Agreement, Actual Cost Billing / Non-Betterment Work
Project Description: Relocation of TOW Overhead Facilities to Underground Out of the Way
Of U-5839 Widening Project (Walnut St. and side streets only).

Dear Mr. Butner,

Attached are copies of our detailed estimate in the amount of \$1,297,890.20 and our relocation design drawings covering our proposed relocation of Town of Waynesville facilities in conflict with the proposed project along Walnut St. only. The estimated non-betterment cost to the Department is estimated at \$1,234,890.20. This estimate is valid for 30 days and is based on the design as shown on the attached drawings. Estimates may be revised due to change in scope or if right of way is not obtained. The estimate may be updated if the authorization to proceed is received after the 30 day deadline.

If you find this estimate in order, please authorize us to proceed with the work and upon completion thereof, to bill the NCDOT per the project requirements located at the top of this letter. If you have any questions related to this agreement, plans, estimate or final invoice please contact Preston Gregg, Town Engineer at pgregg@waynesvillenc.gov or 828-456-4410.

Jeff Stines
Jeff Stines
Public Services Director

Ec: Rob Hites Jr., Town Manager

TOWN OF WAYNESVILLE

Project Name: U-5839 Russ Ave. Widening Project

WBS #50230.1.1

Estimate: Walnut St. Relocation (L-Line Sta. 10+00 - 24+50 L/R)

Prepared By: Preston Gregg, PE

Date: 2-1-2023



PO NO.:

Remittance Address:

Attn: Finance Office

280 Georgia Ave.

Waynesville, NC 28786

LI #	Item Description	QTY	Unit	Unit Price	Material	Labor	Subcontracts	Total
1	Electrical Design Plans (Walnut St.)	100	Hrs	\$175		\$17,500.00		\$17,500.00
2	750 UG 15kV Primary Cable	5500	Ft	\$14.50	\$79,750.00			\$79,750.00
3	1/0 UG 15kV Primary Cable	2100	Ft	\$8.00	\$16,800.00			\$16,800.00
4	600A 15kV Knife Switch	15	ea	\$600	\$9,000.00			\$9,000.00
5	PME9 Switchgear	1	ea	\$46,000	\$46,000.00			\$46,000.00
6	PME11 Switchgear	1	ea	\$49,500	\$49,500.00			\$49,500.00
7	Contract Electric UG Crew	26	2 Crew-Day	\$5,600.00			\$291,200.00	\$291,200.00
8	Contract Electric OH Line Crew	28	Crew-Day	\$8,200.00			\$229,600.00	\$229,600.00
9	Contract Electric OH Const. Crew	14	Crew-Day	\$9,200.00			\$128,800.00	\$128,800.00
10	TOW Electric Crew	26	Crew-Day	\$3,208.80		\$83,428.80	\$5,000.00	\$88,428.80
11	#2 AWG Alum. 600V Secondary Cable	2000	Ft	\$1.90	\$3,800.00			\$3,800.00
12	#10 AWG Copper Secondary Cable	700	Ft	\$4.28	\$2,996.00			\$2,996.00
13	Concrete Driveway Repair	5	YDS		\$1,500.00	\$3,000.00		\$4,500.00
14	Wood Pole 45' Class 4	10	Ea	\$780.00	\$7,800.00			\$7,800.00
15	75 kVA Padmount Transformer	3	Ea	\$2,755	\$8,265.00			\$8,265.00
16	50 kVA OH Transformer	2	Ea	\$640.00	\$1,280.00			\$1,280.00
17	Minor Matr'l (bolts, X-arms, anchors, pads, etc.)	1	LS		\$56,000.00			\$56,000.00
18	Engineering Inspection	120	Day	\$1,400.00			\$168,000.00	\$168,000.00
19	Decorative Lighting	15	LS	\$4,200.00	\$63,000.00			\$63,000.00
20	OH Line Relocation at Bridge In Conflict w/Crane	4	2 Crew-Day	\$3,208.80		\$25,670.40		\$25,670.40
TOTAL:					\$226,691.00	\$103,928.80	\$654,600.00	\$1,297,890.20

UTILITY RELOCATION AGREEMENT

NCDOT HIGHWAY WBS ELEMENT NO. 50230.1.1

TRANSPORTATION IMPROVEMENT PROGRAM NO. U-5839

COUNTY HAYWOOD

This agreement made this _____ day of _____, _____, by and between the Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the DEPARTMENT, and Town of Waynesville _____ Inc. hereinafter referred to as the COMPANY:

WITNESSETH:

THAT WHEREAS, the DEPARTMENT will submit a project for construction as follows:

Widening of US-276 (Russ Ave.) in Waynesville NC from US-BUS (N. Main St.) to US-74 Bypass.

known as route US 276 in Haywood County, North Carolina to be designated as N.C. State Highway Project and/or WBS Element 50230.1.1 and, WHEREAS, the construction of said project will require certain adjustments to be made to the existing facilities of the COMPANY;

NOW, THEREFORE, in order to facilitate the orderly and expeditious relocation of the said facilities of COMPANY, the DEPARTMENT and the COMPANY have agreed as follows:

1. That the scope, description, and location of work to be undertaken by the COMPANY are as follows

Relocate Town of Waynesville overhead electric facilities to underground and out of conflict of TIP Project U-5839 from US 23 Bus. (N. Main St.) to US 276 (Russ Ave). NCDOT contractor to provide conduit duct bank.

2. That any work performed under this agreement shall comply with DEPARTMENT's "POLICIES AND PROCEDURES FOR ACCOMMODATING UTILITIES ON HIGHWAY RIGHTS OF WAY" dated January 1, 1975, and such amendments thereto as may be in effect at the date of this agreement. The work to be performed by the COMPANY shall conform with Federal Highway Administration's Federal-Aid Policy Guide, Subchapter G, Part 645, Subpart A hereinafter referred to as FAPG dated December 9, 1991, and such amendments thereto as may be in effect at the date of this agreement. The provisions of said FAPG and amendments thereto are incorporated in this agreement by reference as fully as if herein set out. Any work performed under this agreement not in compliance with FAPG shall constitute unauthorized work and the DEPARTMENT shall be relieved of participating in the costs of such unauthorized work unless such work is done pursuant to a supplemental agreement attached to and made a part hereof.

3. That the COMPANY will prepare an estimate, broken down as to estimated cost of labor, construction overhead, materials and supplies, handling charges, transportation and equipment, rights of way, preliminary engineering and construction engineering, including an itemization of appropriate credits for salvage and betterments, and accrued depreciation all in sufficient detail to provide the DEPARTMENT a reasonable basis for analysis. Unit costs, such as broad gauge units of property, may be used for estimating purposes where the COMPANY uses such units in its own operations. The COMPANY will also prepare plans, sketches or drawings showing their existing facilities, temporary and permanent changes to be made with reference to the DEPARTMENT's new right of way using appropriate nomenclature, symbols, legend, notes, color coding or the like. The before mentioned estimate and plans are attached hereto and made a part hereof. The DEPARTMENT will not reimburse the COMPANY for any utility relocations or changes not necessitated by the construction of the highway project, nor for changes made solely for the benefit or convenience of the COMPANY, its contractor, or a highway contractor.

4. That the DEPARTMENT's authority, obligation, or liability to pay for relocations as set forth in this agreement is based on the COMPANY having a right of occupancy in its existing location by reason of the fee, an easement or other real property interest, the damaging or taking of which is compensable in eminent domain.

5. That payment for all work done hereunder shall be made in accordance with the requirements of FAPG unless payment is being made pursuant to a supplemental agreement attached to and made a part of this agreement.

6. That the construction work provided for in this agreement will be performed by the method or methods as specified below:

BY COMPANY'S REGULAR FORCE: The COMPANY proposes to use its regular construction or maintenance crews and personnel at its standard schedule of wages and working hours in accordance with the terms of its agreement with such employees.

BY EXISTING WRITTEN CONTINUING CONTRACT: The COMPANY proposes to use an existing written continuing contract under which certain work as shown by the COMPANY's estimate is regularly performed for the COMPANY and under which the lowest available costs are developed.

BY CONTRACT: The COMPANY does not have adequate staff or equipment to perform the necessary work with its own forces. The COMPANY proposes to award a contract to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed as set forth in an appropriate solicitation for bids.

7. a. It is contemplated by the parties hereto that the construction of this State Highway Project will begin on or about the 1st day of May, 2023.

b. Based on the best information available at the present time to the COMPANY, indicate applicable paragraph below:

Materials are available and it is expected that work will be complete prior to highway construction.

All work will take place during highway construction and arrangements for said work will be coordinated with highway construction operations at preconstruction conference.

Work will begin promptly upon notification by DEPARTMENT; however, it is not expected to be complete prior to highway construction. Any remaining work will be coordinated with highway construction operations at preconstruction conference.

Other (Specify)

8. That the method used by the COMPANY in developing the relocation costs shall be as indicated by Paragraph (a), (b), or (c) as follows:

- a. Actual direct and related indirect costs accumulated in accordance with a work order accounting procedure prescribed by the applicable Federal or State regulatory body.
- b. Actual direct and related indirect costs accumulated in accordance with an established accounting procedure developed by the COMPANY and approved by the DEPARTMENT.
- c. On a lump-sum basis where the estimated cost to the DEPARTMENT does not exceed \$100,000.00. Except where unit costs are used and approved, the estimate shall show such details as man-hours by class and rate; equipment charges by type, size, and rate; materials and supplies by items and price; and payroll additives and other overhead factors.

9. Indicate if (a) or (b) is applicable:

- a. That the replacement facility is not of greater functional capacity or capability than the one it replaces, and includes no COMPANY betterments.
- b. That the replacement facility involves COMPANY betterments, or is of greater functional capacity or capability than the one it replaces.

10. That the total estimated cost of the work proposed herein, including all cost to the DEPARTMENT and COMPANY less any credit for salvage, is estimated to be -----

\$ 1297890.2

The estimated non-betterment cost to the DEPARTMENT, including all cost less any credits for salvage, betterments, accrued depreciation and additional work done by the COMPANY will be -----

\$ 1234890.20

The estimated cost to the COMPANY including betterments, and any additional work done by the COMPANY will be -----

\$ 63000

(The above costs shall be supported by attached estimate and plans)

11. That in the event it is determined there are changes in the scope of work, extra work, or major changes from the statement of work covered by this agreement, reimbursement shall be limited to costs covered by a modification of this agreement or a written change or extra work order approved by the DEPARTMENT.

12. Periodic progress billings of incurred costs may be made by COMPANY to the DEPARTMENT not to exceed monthly intervals; however, total progress billing payments shall not exceed 95% of the approved non-betterment estimate. Progress billing forms may be obtained from the Area Utility Agent.

13. One final and detailed complete billing of all cost shall be made by COMPANY to the DEPARTMENT at the earliest practicable date after completion of work and in any event within six months after completion of work. The statement of final billing shall follow as closely as possible the order of the items in the estimate portion of this agreement.

14. That the DEPARTMENT shall have the right to inspect all books, records, accounts and other documents of the COMPANY pertaining to the work performed by it under this agreement at any time after work begins and for a period of 3 years from the date final payment has been received by the COMPANY.

15. That the COMPANY obligates itself to erect, service and maintain the facilities to be retained and installed over and along the highway within the DEPARTMENT right of way limits in accordance with the mandate of the Statute and such other laws, rules, and regulations as have been or may be validly enacted or adopted, now or hereafter.

16. That if, in the future, it becomes necessary due to highway construction or improvement to adjust or relocate utilities covered in this agreement being relocated at DEPARTMENT expense that are crossing or otherwise occupying highway right of way, the non-betterment cost of same will be that of the DEPARTMENT.

17. That if, at any time, the DEPARTMENT shall require the relocation of or changes in the location of the encroaching facilities covered in this agreement being relocated at COMPANY expense, the COMPANY binds itself, its successors and assigns, to promptly relocate or alter the facilities, in order to conform to the said requirements, without any cost to the DEPARTMENT.

18. That the COMPANY agrees to relinquish their rights in that portion of right of way vacated by their existing facilities now absorbed within DEPARTMENT right of way.

19. Proper temporary and permanent measures shall be used to control erosion and sedimentation in accordance with all local, State and Federal regulations.

20. The COMPANY agrees to comply with the environmental rules and regulations of the State of North Carolina. Violation to the NC Sedimentation Pollution Control Act, Clean Water Act, NC Coastal Management Act, or other environmental commitment outlined in the project permits may result in work stoppage, penalties and/or construction delays.

21. The COMPANY agrees to comply with Buy America. United States Codes (USC) 313 and Code of Federal Regulations 23 CFR 635.410: Requires the use of domestic steel and iron in all federally funded construction projects.

IN WITNESS WHEREOF, the parties hereby have affixed their names by their duly authorized officers the day and year first above written.

DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

ATTEST OR WITNESS

Town of Waynesville
(NAME OF COMPANY)

BY: Candace Poolten

BY: [Signature]

TITLE: Candace Poolten - Town Clerk

TITLE: ROBERT W. HITES JR.
TOWN MANAGER

N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.