



Town of Waynesville, NC

Town Council Regular Meeting

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

Date: October 10th, 2023 Time: 6:00 p.m.

The agenda and all related documentation may be accessed electronically at www.waynesvillenc.gov.
Click on "Government/Mayor & Council" to download materials for Town Council meetings.

Consider the environment ♦ Conserve resources ♦ Print only when necessary

The Town of Waynesville provides accessible facilities, programs, and services for all people, in compliance with the Americans with Disabilities Act (ADA). Should you need assistance or accommodation for this meeting, please contact the Town Clerk at:
(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 Town Council and will be enacted by one motion. There will be no separate discussion on these items unless a Councilmember 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. September 26th, 2023 Regular Scheduled Meeting Minutes
 - b. Call for a Public Hearing for November 14, 2023 to consider a request for Annexation for one (1) unaddressed parcel off Russ Avenue, PIN 8616-37-5048 (0.81 acre).
 - c. Axe and Awl "Awl Hallows Eve" Special Event Permit
 - d. Appointment of Beth Elsey to the Cemetery Committee.
 - e. Appointment of Grace Mason to the Downtown Waynesville Commission
 - f. Reallocation of ARP Funding for WTP
 - g. Approval of the contract with WithersRavenel engineering firm for Comprehensive Stormwater Master Plan and grant administration services.

Motion: To approve the consent agenda as presented.

E. PROCLAMATION

3. Captain Fred Hall Week
- Mayor Gary Caldwell

F. PRESENTATION

4. Public Presentation on the Town of Waynesville’s Stormwater Program, General Stormwater Issues, and Erosion and Sedimentation, as required by the NPDES Permit.
- Olga Grooman, Land Use Administrator and Christine O’Brien, Haywood Waterways

G. PUBLIC HEARINGS

5. A Public Hearing to consider the text amendments to clarify the Zoning Board of Adjustment and quasi-judicial procedures in the Land Development Standards (LDS), in compliance with the G.S. 160D.
- Olga Grooman, Land Use Administrator

Motions:

1. ***Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.***
2. ***Motion to adopt the Ordinance as presented (or as amended).***

6. A Public Hearing to consider the text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
- Olga Grooman, Land Use Administrator

Motions:

1. ***Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.***
2. ***Motion to adopt the Ordinance as presented (or as amended).***

H. NEW BUSINESS

7. Chelsea Road Street Realignment
- Patrick Bradshaw, Civil Design Concepts

Motion: To approve the realignment of Chelsea Road as designed by Civil Design Concepts with timeframe and funding to be determined at a later date.

I. COMMUNICATION FROM STAFF

8. Manager's Report

- Assistant Town Manager, Jesse Fowler

9. Town Attorney Report

- Town Attorney, Martha Bradley

J. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

K. ADJOURN



TOWN OF WAYNESVILLE

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

CALENDAR October 2023

2023	
Saturday October 14 th	Church Street Art and Craft Show 40 th Anniversary
Saturday, October 21 st	Apple Harvest Festival-Main Street 10am-5pm
Tuesday October 24 TH	Town Council Meeting – Regular Session
Saturday, October 28 th	Hazelween-Trick or Streeting on Hazelwood Avenue 5pm-7pm
Tuesday October 31 st	Treats on the Street 5-7pm Main Street
Friday, November 3 rd	Art After Dark gallery stroll 5:30-8:30pm
Friday November 10 th	Town Offices Closed- Veterans Day
Tuesday November 14 TH	Town Council Meeting – Regular Session
Thursday-Friday, November 23 and 24	Town Offices Closed-Thanksgiving holiday
Tuesday November 28 TH	Town Council Meeting – Regular Session
Friday, December 1 st	Art After Dark gallery stroll 5:30-8:30pm and Christmas Tree Lighting
Monday, December 4 th	Christmas Parade
Saturday, December 9 th	Night Before Christmas
Tuesday December 12 TH	Town Council Meeting – Regular Session
December, 25 th , 26 th and 27 th	Town Closed – Christmas Holidays

Board and Commission Meetings – October 2023

ABC Board	ABC Office – 52 Dayco Drive	October 17 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	October 3rd-CANCELLED 1 st Tuesday 5:30 PM
Cemetery Commission	Public Services Building	January, March-CANCELLED, July, and October 3 rd Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	October 17 3 rd Tuesday 8:30 AM
Environmental Sustainability Board	Municipal Building-16 South Main Street	October 13th 3:30pm
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	October 4th -CANCELLED 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	October 16th 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	October 12th 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	October 16th 3 rd Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	October 18th 3 rd Wednesday 9:00 AM

MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL
Regular Meeting
September 26, 2023

THE WAYNESVILLE TOWN COUNCIL held a regular meeting on Tuesday, September 12, 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
Mayor Pro Tempore Julia Freeman
Councilmember Chuck Dickson
Councilmember Jon Feichter
Councilmember Anthony Sutton

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Martha Bradley, Town Attorney
Candace Poolton, Town Clerk
Misty Hagood, Finance Director
Elizabeth Teague, Development Director
Jeff Stines, Public Services Director

Members of the Media:

Becky Johnson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that Art After Dark is Friday, October 6th, and the next Town Council meeting is October 10th at 5pm. He added that the Town just opened up a new parking lot on the corner of Haywood and Church Streets, which should help with parking on the south end of Main Street. He said the lot will add 22 new spaces.

Councilmember Sutton asked for a moment of silence for John Husted who passed tonight after a motorcycle accident and was a dear friend of Candace and her husband, and Councilmember Freeman asked for a moment of silence for Detective Scott Muse who spent 33 years with the Police Department and was an advocate for victims of domestic violence, elder abuse, and child abuse.

B. PUBLIC COMMENT

No one signed up for public comment.

C. ADDITIONS OR DELETIONS TO THE AGENDA

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the agenda as presented. The motion passed unanimously.

D. CONSENT AGENDA

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2.
 - a. September 12th, 2023 Regular Scheduled Meeting Minutes
 - b. Call for Public Hearing for October 10, 2023 to consider the text amendments to clarify the Zoning Board of Adjustment and quasi-judicial procedures in the Land Development Standards(LDS), in compliance with the G.S. 160D.
 - c. Call for a Public Hearing for October 10, 2023 to consider the text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
 - d. Hazelween Special Event Permit
 - e. Appointment to the Environmental Sustainability Board
 - f. Amendment of the Environmental Sustainability Board Rules and Procedures
 - g. North Carolina Governor's Highway Safety Program Local Governmental Resolution to accept a grant to defray the cost of Police Officer overtime compensation related to traffic safety.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the consent agenda as presented. The motion passed unanimously.

E. NEW BUSINESS

3. Community Viability Grant Program
 - Rob Hites, Town Manager

Town Manager Rob Hites reported that several months ago, the Council adopted a Resolution requesting the Department of Environmental Quality to reconsider the Town's request to be designated a "Distressed Community". He said the resolution refers to the Town's qualifying under the Department's point system. The Town was notified Tuesday afternoon we will be included as a "Distressed Community". He said the grant/loan program that funds the Viable Community Program has a deadline of October 3rd. In order to meet the grant deadline, Mr. Hites said the Council must adopt a resolution requesting the funds and submit a grant application to meet the fall grant cycle. Mr. Hites said the recent increase in the State Revolving Loan of \$4,877,000 helped fund the gap between the contract amount and the \$19 million-dollar SRF loan but it did

not cover the entire construction cost much less the engineering fees. He added that should the State offer a loan program that exceeds what the Town can afford or require the Town to fund the balance of the \$10 million dollar request after providing a nominal grant, the Town may choose not to accept the State's offer. He said the state inferred that if they give the Town a loan or grant, they may require the Town, as a condition, to fund the remaining amount with additional private market lending.

Mr. Hites recommended to the Council to adopt the Resolution R-20-23 and submit the report he just gave.

Councilmember Sutton said it's a good idea to go after as much funding as possible.

A motion was made by Councilmember Dickson, seconded by Councilmember Feichter, to adopt the Resolution requesting the State to fund the Town's "Viable Communities Grant" Request. The motion passed unanimously.

4. Bid for Restroom Facility at Obama-King Park

- Rob Hites, Town Manager

Town Manager Rob Hites reported that the Pigeon Community requested that the restroom be re-designed to be a male and female restroom. After considering input from the public, Mr. Hites said the Council directed the staff to re-design the facility to include separate restrooms for men and women. The facility was redesigned and sent to bid. He said staff bid the project and received one bid. He said staff rebid the project in order to seek additional bids and did not receive further bids. Mr. Hites reported that the sole bid received as submitted by Clint L. Watkins at a price of \$119,130.00. Should the Council wish to award the bid, Mr. Hites said they would need to increase the project budget by \$59,130. He said the Finance Director recommends a project budget of \$139,130 to assure that we have the funds to handle the construction of the water and sewer lines and potential change orders. Ms. Hagood recommended that the increase be funded using ARP funds. Once started, the projects would take roughly three months to construct. Staff recommended a ribbon cutting for the project once it's completed.

A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to approve the Bid of Clint Watkins. The motion passed unanimously.

5. Budget Amendment for funding Obama-King Park

- Rob Hites, Town Manager

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to approve the budget amendment. The motion passed unanimously.

F. COMMUNICATION FROM STAFF

6. Manager's Report

- Town Manager, Rob Hites

Nothing to report.

7. Town Attorney Report

- Town Attorney, Martha Bradley

Nothing to report.

G. COMMUNICATIONS FROM THE MAYOR AND COUNCIL

Mayor Gary Caldwell said he said he attended the North Carolina Mayors conference in Asheville, and he learned a lot of interesting things.

Councilmember Feichter said that several weeks ago, after the Kavanaugh's had asked about the speeding on East Street, said he sat on their porch with them and observed the speed. He said anecdotally, 50% of the cars slow down, 50% do not. He asked if we could do another speed study. Town Manager Hites said the Town has done six traffic studies on East Street. Councilmember Feichter asked if the study could be done the entirety of East Street. Mr. Hites clarified that would be a huge stretch of road, from Main Street to Main Street including around the hospital. Councilmember Sutton said the study should wait until the roundabout is back in service. Councilmember Dickson asked if the speed cushions can be made bigger and higher to do a better job of slowing down traffic. Mr. Hites said first he can have staff see if the cushions can be made bigger to improve efficacy, then he can get a bid for how much it would cost to do a speed study of all of East Street.

H. CLOSED SESSION

8. Closed Session to discuss a matter of pending litigation per G. S. 143.318 11(a)3: to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged.
- Martha Bradley, Town Attorney

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson, to move to a closed session at 6:40pm to discuss a matter of pending litigation per G. S. 143.318 11(a)3: to consult with an attorney employed or retained by the public body in order to preserve the attorney-client privilege between the attorney and the public body, which privilege is hereby acknowledged. The motion passed unanimously.

A motion was made by Councilmember Sutton, seconded by Councilmember Dickson to move from closed session at 8:01 pm. The motion passed unanimously.

I. ADJOURN

A motion was made by Councilmember Freeman, seconded by Councilmember Dickson, to adjourn at 8:02 pm. The motion passed unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Candace Poolton, Town Clerk

DRAFT

TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR ACTION
Meeting Date: October 10, 2023

SUBJECT: Call for a Public Hearing for November 14, 2023 to consider a request for Annexation for one (1) unaddressed parcel off Russ Avenue, PIN 8616-37-5048 (0.81 acre).

AGENDA INFORMATION:

Agenda Location: Call for Public Hearing
Item Number:
Department: Development Services
Contact: Olga Grooman, Land Use Administrator
Presenter: Olga Grooman, Land Use Administrator

BRIEF SUMMARY: The Town received the attached “Petition for Annexation for a Non-Contiguous ‘Satellite’ Area” from Nicholas B. Osborne DMD PLLC, the owner of the property. The annexation request is for one (1) unaddressed parcel off Russ Avenue, PIN 8616-37-5048 (0.81 acre). The property is a future site of a proposed dentist office. The property is within the Town’s extra-territorial jurisdiction and is zoned Dellwood Residential Medium Density Mixed-Use Overlay (D-RM-MXO).

MOTION FOR CONSIDERATION:

1. To adopt the attached resolution and schedule a public hearing for November 14, 2023 to consider an Annexation Petition.

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
2. Platted map, metes and bounds
3. Proximity to municipal boundaries and zoning maps
4. Deed
5. Resolution to Consider
6. Utilities letter by Public Services

MANAGER’S COMMENTS AND RECOMMENDATIONS:

PETITION FOR ANNEXATION OF
NON-CONTIGUOUS "SATELLITE" AREAS

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

09/29/2023

Date

TO: Board of Aldermen of the Town of Waynesville

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

NAME Nicholas B. Osborne DMD ^{PLUS} SIGNATURE Nicholas Osborne
ADDRESS TBD - RUSS AVENUE

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE
16 S MAIN ST

DATE: 09/29/23 CUSTOMER#:
TIME: 10:02:01
CLERK: 2044ecou

RECPT#: 2959765 PREV BAL: 250.00
TP/YR: P/2024 AMT PAID: 250.00
BILL: 2959765 ADJSTMNT: .00
EFF DT: 09/29/23 BAL DUE: .00
Misc Cash Receipts

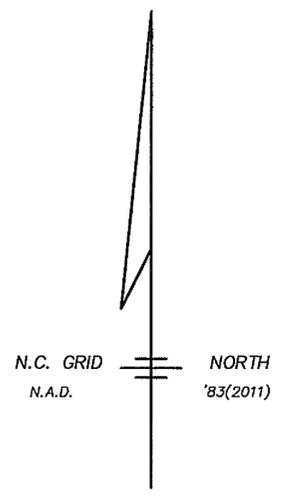
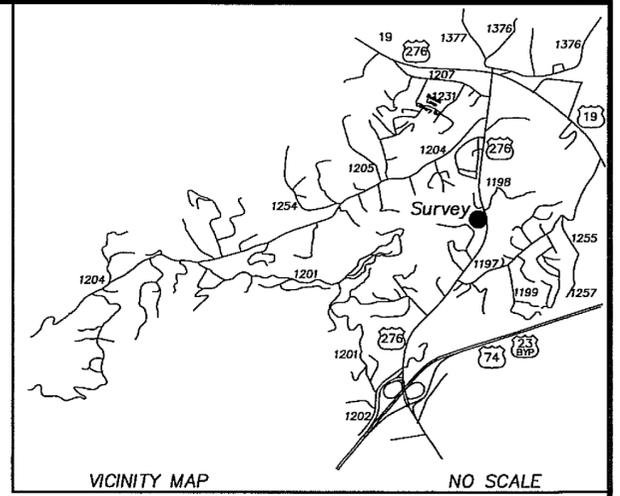
-----TOTALS-----

PRINCIPAL PAID: 250.00
INTEREST PAID: .00
ADJUSTMENTS: .00
DISC TAKEN: .00

AMT TENDERED: 250.00
AMT APPLIED: 250.00
CHANGE: .00

PAID BY: Nicholas Osborne Ann
PAYMENT METH: CHECK
PAYMENT REF: 1304

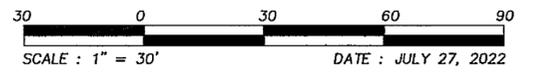
TOT PREV BAL DUE: 250.00
TOT BAL DUE NOW : .00



- NOTES & LEGEND**
- 1.) ALL ROADS ARE PRIVATE, UNLESS OTHERWISE NOTED.
 - 2.) AREA COMPUTED BY D.M.D. METHOD.
 - 3.) TOTAL AREA = 0.812 ACRES.
 - 4.) IRON PIN SET = 5/8" REBAR WITH I.D. CAP.
 - 5.) EXISTING IRON PIN = 5/8" REBAR WITH I.D. CAP.
 - 6.) ALL GRID INFORMATION IS N.A.D. '83(2011).
 - 7.) ALL DISTANCES ARE HORIZONTAL GROUND.
 - 8.) EDGE OF EASEMENT = - - - - -
 - 9.) PROPERTY LINE = _____
 - 10.) SANITARY SEWER LINE = — ss — ss —

2022008771
HAYWOOD COUNTY NC FEE \$21.00
PRESENTED & RECORDED
08/18/2022 10:32:12 AM
SHERRI C. ROGERS
REGISTER OF DEEDS
BY: TARA E. REINHOLD
DEPUTY
BK: MAP CABD
PG: 1957 - 1957

SURVEY FOR
NICHOLAS B. OSBORNE, D.M.D., PLLC
MUSE BROS. CONSTRUCTION, INC. — OWNER
WAYNESVILLE TWP. HAYWOOD CO., N.C.
REFERENCES : D.B. 637 PG. 2472



I, L. KEVIN ENSLEY, 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:

- 1.) CLASS OF SURVEY: A
- 2.) POSITIONAL ACCURACY: H: 0.07'
- 3.) TYPE OF GPS FIELD PROCEDURE: RTK
- 4.) DATES OF SURVEY: 07/20/2022, 07/27/2022
- 5.) DATUM: NAD '83(2011)
- 6.) PUBLISHED/FIXED CONTROL USE: VRS
- 7.) GEOID MODEL: G18
- 8.) COMBINED GRID FACTOR: 0.99975954
- 9.) UNITS: US SURVEY FEET

I, L. KEVIN ENSLEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 637, PAGE 2472, ETC.) (OTHER); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK SEE , PAGE PLAT ; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000 ; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND OR ONE OR MORE EXISTING EASEMENTS AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 27th DAY OF JULY, A.D., 2022.

L. Kevin Ensley
Professional Land Surveyor L-2905



ENSLEY LAND SURVEYING (FIRM NO. F-1481)
L. KEVIN ENSLEY, P.L.S.
428 DELLWOOD ROAD
WAYNESVILLE, N.C. 28786
(828) 456-6395

A-130-22

Submitted electronically by "Ensley Land Surveying" in compliance with North Carolina statutes governing recordable documents and the terms of the submitter agreement with the Haywood County Register of Deeds.

DATE 2022-08-23 BY daniel**2022008953**HAYWOOD COUNTY NC FEE \$26.00
STATE OF NC REAL ESTATE EXT
\$630.00

PRESENTED & RECORDED

08/23/2022 10:23:42 AM

SHERRI C. ROGERS

REGISTER OF DEEDS

BY: STACY C. MOORE

ASSISTANT

BK: RB 1070**PG: 520 - 522****NORTH CAROLINA GENERAL WARRANTY DEED**

Excise Tax: \$630.00

Parcel Identifier No. 8616-37-5048 Verified by _____ County on the ____ day of ____, 20____

By: _____

Mail/Box to: Ann Hines Davis, 95 Depot Street, Waynesville, NC 28786This instrument was prepared by: Joel R. Weaver, 41 Woodland Drive, Waynesville, NC 28786Brief Description for the index:

This instrument was prepared by Joel R. Weaver, a NC licensed attorney. Delinquent taxes, if any, to be paid by the closing attorney to the county tax collector upon disbursement of closing proceeds.

THIS DEED made the 23rd day of August, 2022 by and between:

GRANTOR(S)	GRANTEE(S)
<p>Muse Brothers Construction Company, Inc., a North Carolina Corporation AKA Muse Bros. Construction, Inc.</p> <p>730 Woodfield Dr. Waynesville, NC 28786</p>	<p>Nicholas B. Osborne, D.M.D, PLLC</p> <p>147 Highland Ridge Drive Waynesville, NC 28785</p>

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

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

See Exhibit "A" attached hereto and incorporated herein by reference

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 637, Page 2472.

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

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

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

And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever, other than the following exceptions: Ad Valorem property taxes, easements, restrictions, rights of way and all other such matters of public record.

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

Muse Brothers Construction Company, Inc.

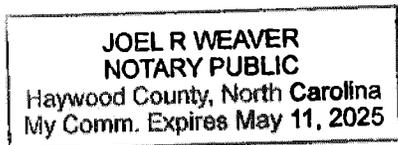
Ronald C. Muse (SEAL)
By: Ronald C. Muse
Title: President

STATE OF NORTH CAROLINA, COUNTY OF HAYWOOD

I, the undersigned Notary Public for the County of Haywood and State aforesaid, certify that Ronald C. Muse personally came before me this day and acknowledged that he is the President of Muse Brothers Construction Company, Inc., a North Carolina corporation, and that by authority duly given and as the act of such entity, he signed the foregoing instrument in its name on its behalf as its act and deed.

Witness my hand and Notarial stamp or seal this the 27 day of August, 2022.

(Official Seal)



Joel R Weaver
Notary Public
My Commission Expires: 5/11/25

EXHIBIT "A"

COMPREHENDING and INCLUDING that 0.812 acre tract, as per plat of survey by L. Kevin Ensley, P.L.S., dated July 27, 2022 and entitled "Nicholas B. Osborne, D.M.D., PLLC", recorded in Plat Cabinet D, Slot 1957, Haywood County Registry.

TOGETHER WITH, INCLUDING and SUBJECT TO those rights of way as set forth upon the plat recorded in Plat Cabinet D, Slot 1957, Haywood County Registry.

BEING that property described in a deed dated July 25, 2005 from Vicki R. Kolomechuk and husband, Keith E. Kolomechuk to Muse Bros. Construction, Inc. (should read "Muse Brothers Construction Company, Inc."), of record in Book 637, Page 2472, Haywood County Registry.

Report For

NICHOLAS B OSBORNE D M D PLLC
147 HIGHLAND RIDGE DR
WAYNESVILLE, NC 28785-7481

Account Information

PIN: 8616-37-5048

Legal Ref: 1070/520

Add Ref: CABD/1957
409/1085

Site Information

RUSS AVE

Heated Area:

Year Built:

Total Acreage: 0.812

Township: Waynesville

Site Value Information

Land Value:

Building Value:

Market Value:

Deferred Value:

Assessed Value:

Sale Price:

Sale Date: 08/22/2022



1 inch = 100 feet

October 3, 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

NICHOLAS B OSBORNE D M D PLLC
147 HIGHLAND RIDGE DR
WAYNESVILLE, NC 28785-7481

Account Information

PIN: 8616-37-5048

Legal Ref: 1070/520

Add Ref: CABD/1957
409/1085

Site Information

RUSS AVE

Heated Area:

Year Built:

Total Acreage: 0.81

Township: Waynesville

Site Value Information

Land Value: \$162,400

Building Value: \$0

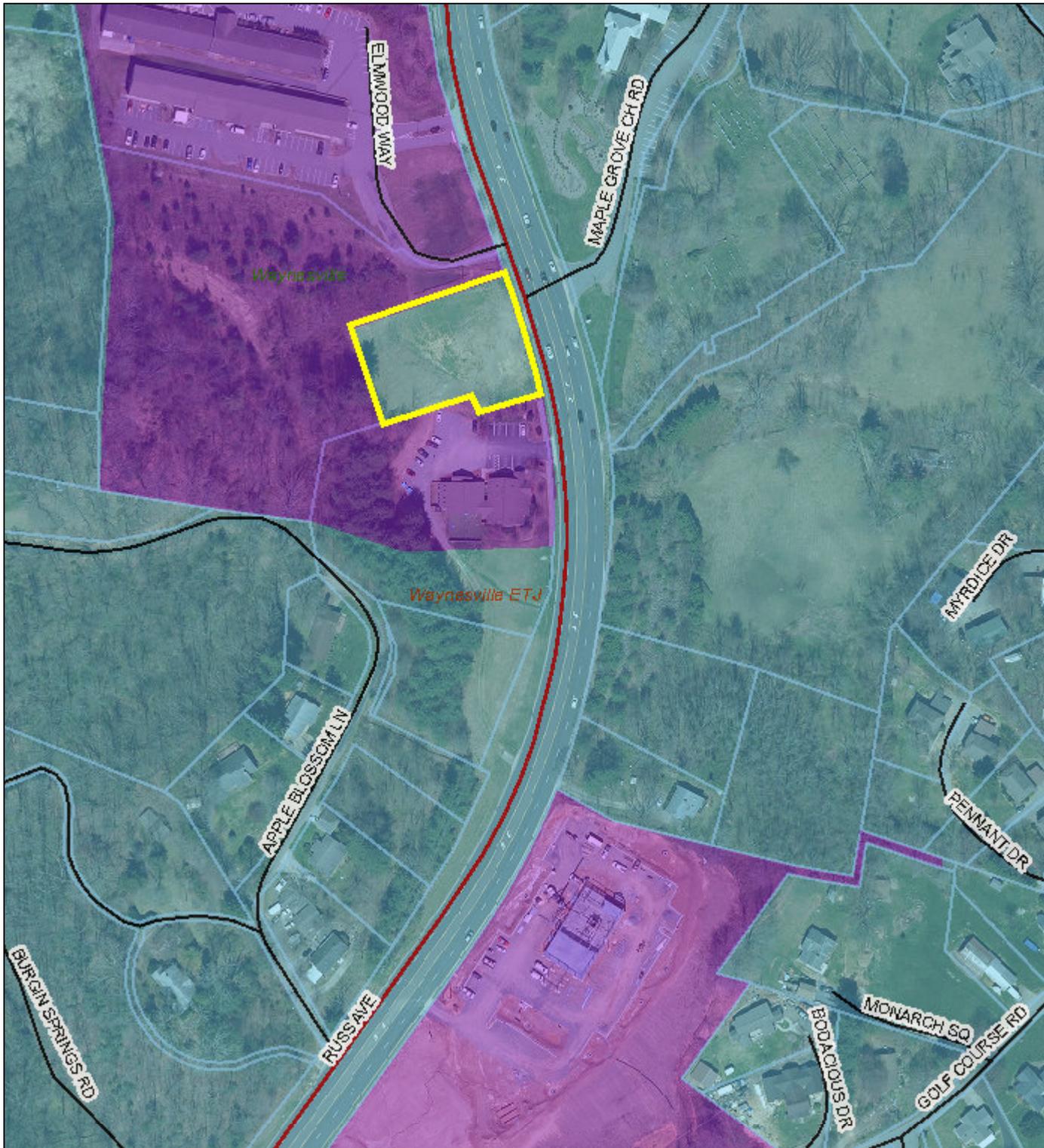
Market Value: \$162,400

Deferred Value: \$0

Assessed Value: \$162,400

Sale Price: \$315,000

Sale Date: 8/23/2022



1 inch = 200 feet

October 3, 2023

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Waynesville

Waynesville EFD

RESOLUTION R-22-23 TO CONSIDER

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

WHEREAS, the Town Council has been petitioned under NC G.S. Chapter 160A, Article 4A, Part 4. Annexation of Noncontiguous Areas, to annex the area as described in the petition for a non-contiguous annexation request, and

WHEREAS, the governing board of any municipality may annex by ordinance an area non-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 Clerk of the Town of Waynesville certifies the sufficiency of the petition in accordance with G.S. 160A-58, 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 non-contiguous to the Town's municipal boundary, but it abuts several other non-contiguous annexed areas;

WHEREAS, the Waynesville Town Council must fix a date for a public hearing, and cause notice of the public hearing to be published in a newspaper at least 10 days prior to the hearing;

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

1. To fix the date for the public hearing on November 14, 2023, during the regularly scheduled meeting of the Council, at 6:00 pm or close to that time within the agenda of the meeting, in the Town Board Room at 9 South Main Street, Waynesville, NC 28786; and
2. To direct the Town Clerk to notice the public hearing in the Mountaineer at least 10 days prior to the meeting; and
3. To post the property in at least three locations providing additional notice to the public.

Adopted this 10th day of October, 2023.

TOWN OF WAYNESVILLE

ATTEST:

J. Gary Caldwell, Mayor

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Sharpe Bradley, Town Attorney



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 Bradley, Town Attorney

October 3, 2023

Re: PIN 8616-37-5048

To whom it may concern,
The Town of Waynesville can provide water, sewer, and sanitation services for the above-mentioned parcel. Electric distribution services will be provided by Duke Energy. If you have any questions, feel free to reach out.

Town of Waynesville
Director of Public Services
Jeff Stines



Application for Special Events Permit

I. General Information

EVENT NAME: Axe & Awl Leatherworks Presents: Awl Hallows Eve

EVENT DATE(S): 10/28-10/29

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: 41 Depot Street, Waynesville, NC 28786

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

SET-UP TIME (START/END): 10/28 4pm

EVENT HOURS: 6:00pm-2:00am

DISMANTLE HOURS (START/END): 10:00pm

ESTIMATED ATTENDANCE: 60

BASIS ON WHICH THIS ESTIMATE IS MADE: Ticket Availability

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: Axe & Awl Leatherworks

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

APPLICANT NAME: Axe & Awl Leatherworks (Ashley Tetrault) TITLE: Event Coordinator

ADDRESS: 41 Depot Street CITY: Waynesville STATE: NC ZIP: 28786

PHONE: 828-246-0996 FAX#: _____ EMAIL: _____

ON-SITE CONTACT: Ashlev Tetrault TITLE: Event Coordinator

ADDRESS: _____

PHONE #: 828-243-1481 CELL PHONE #: _____ EMAIL: ashley@axeandawlleatherworks.com

III. Brief Description of Event

A ticketed Halloween 21+ event with food truck, live music and libations.

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. Depot Street 4pm-11pm to allow for setup and breakdown of food truck with permitted outside space to eat.
- 2.
- 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)

Does the event involve the **sale of food**? YES via a food truck

If "YES", has the health department been notified? Have you applied for a temporary permit?

Will there be **musical entertainment** at your event? IF "YES" provide the following information:

Number of Stages:	1 (on patio behind Axe & Awl)	Number of Band(s):	1 DJ	Amplification?	<u> </u>
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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 41 Depot Street Waynesville, NC 28786

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:	1	Will any tent exceed 400 sq. feet in area?	NO	YES
	Depending on <u> </u>			

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

Will you provide **portable toilets** for the general public attending your event? IF SO, how many and where will they be located? NO, restroom in building

Will you require **electrical hookup** for the event? Generators? NO

Will you require **access to water** for the event? Explain NO

Will **admission fees** be charged to attend this event? If "YES", provide the amount(s) of all tickets. YES, \$10, _____

Will **fees be charged to vendors** to participate in this event? If "YES", please provide the amount(s). NA

Will **signs and/or banners** be displayed as part of the event? If "YES" have you applied for a sign permit? _NO_

Will **inflatable parade balloons** be used for the event? Provide details if necessary. NO

VI. Additional Questions

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

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?

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

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

Return to:

**Beth Gilmore, Downtown Waynesville Director &
Jesse Fowler, Assistant Town Manager**

Town of Waynesville

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

Telephone: (828) 456-3517

Fax No. : (828) 456-2000

**Email Address: bethgilmore@waynesvillenc.gov
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.

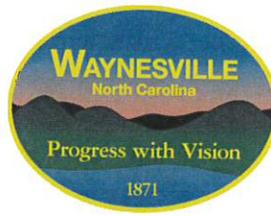
FOR INTERNAL USE ONLY:

Application received:

Application approved:

Application denied:

Gary Caldwell, Mayor
Julia Freeman, Mayor Pro Tem
Jon Feichter, Councilmember
Anthony Sutton, Councilmember
Chuck Dickson, Councilmember



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

October 3, 2023

Axe & Awl Leatherworks
41 Depot Street
Waynesville, NC 28786

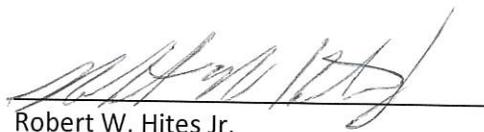
Mr. & Mrs. Tetrault,

You have requested that the Town of Waynesville permit patrons of your business the ability to move to and from your store to a food truck located adjacent to your entrance along Depot Street, while in possession of, and consuming alcoholic beverages on the evening of October 28, 2023, and into the morning of October 29, 2023.

This request is permitted contingent upon approval of your Application for Special Events Permit by the Town Council at their next regular scheduled meeting to be held on October 10, 2023, and under the following circumstances:

- All alcohol sales must be made in compliance with your ABC permit and all applicable ABC regulations.
- All possession and consumption of alcoholic beverages outside of your business must comply with your ABC permit and all applicable ABC Regulations.
- You must clearly delineate where your patrons are allowed to possess or consume alcohol outside of your business with bollards, ropes, or other applicable barricades which shall prevent your patrons from moving about the public streets and sidewalks of the Town of Waynesville.
- All patrons who decide to move from your store to the food truck while in possession of or while consuming alcoholic beverages must remain within the bollards, ropes, or other barricades that you have erected.
- You must direct the food truck operator to set up directly in front of the entrance to your business as it fronts Depot Street if you wish to allow your patrons to move to and from your business and the food truck while in possession of, or while consuming alcoholic beverages.
- You must provide adequate space of no less than 5 feet in order to allow for the pedestrian flow of individuals who are not participating in your event.
- This permit is valid only during the hours beginning at 6:00 pm on October 28, 2023, through 2:00 am on October 29, 2023.

Thank you,



Robert W. Hites Jr.
Town Manager

THE CINCINNATI INSURANCE COMPANY

A Stock Insurance Company

LIQUOR LIABILITY COVERAGE PART DECLARATIONS

Attached to and forming part of POLICY NUMBER: EPP 065 83 82

Named Insured is the same as it appears in the Common Policy Declarations

Legal Entity / Business Description

ORGANIZATION (ANY OTHER)

LIMITS OF INSURANCE

Each Common Cause Limit \$ 1,000,000
Aggregate Limit \$ 2,000,000

CLASSIFICATION	CODE NO.	PREMIUM BASE	RATE	ADVANCE PREMIUM
PACKAGE STORES AND OTHER RETAIL ESTABLISHMENTS	59231	8,000	1.417	450 MP
TOTAL PREMIUM				\$ 450

FORMS AND / OR ENDORSEMENTS APPLICABLE TO LIQUOR LIABILITY COVERAGE PART:

CG0033 04/13 LIQUOR LIABILITY COVERAGE FORM
CG0305 01/96 DEDUCTIBLE LIABILITY INSURANCE
GA4534 09/20 LIQUOR LIABILITY AMENDATORY ENDORSEMENT



The Cincinnati Insurance Company
The Cincinnati Casualty Company
The Cincinnati Indemnity Company

Policy Number: EPP 065 83 82

Effective Date: 06-24-2022

Named Insured: AXE & AWL INC

For professional advice and policy questions or changes, please contact your local independent agency:

THE L.N. DAVIS COMPANY
143 N MAIN ST
WAYNESVILLE, NC 28786-3809

828-452-2876

Dear Policyholder:

Thank you

Thank you for trusting The Cincinnati Insurance Companies with your commercial insurance coverage. We recognize that locally based independent agents have the working knowledge to help you choose the right insurance company for your needs. Together with your local independent insurance agency, we are committed to providing you with the highest level of service.

Please review your enclosed policy information to verify your coverage details, as well as deductibles and coverage amounts. Should your needs change, your agent is available to review and update your policy.

Please promptly report claims

If you experience a policy-related loss, you may report it by contacting your local professional independent agency representing The Cincinnati Insurance Companies or by directly calling us toll-free at **877-242-2544** and providing your policy number and claim-related information.

Sincerely,

Sean M. Givler
Senior Vice President - Commercial Lines



The Cincinnati Insurance Company ■ The Cincinnati Indemnity Company
The Cincinnati Casualty Company ■ The Cincinnati Specialty Underwriters Insurance Company
The Cincinnati Life Insurance Company

Notice to Policyholders – Cincinnati Data Defender™

Data breach and identity recovery support and resources included with your insurance policy

To:

AXE & AWL INC

Policy Number: EPP 065 83 82

Expiration Date: 06-24-2025

Agency: THE L.N. DAVIS COMPANY 32-057

Your policy includes Cincinnati Data Defender coverage for an additional premium, helping to safeguard your business against the rising costs of a data breach and offering services to assist you in the event of identity theft. Please save this information so you can access all the tools and resources that come with your cyber protection. Refer to Cincinnati Data Defender Coverage Form, HC102, for a complete statement of coverages, exclusions and limits of insurance.

Policyholder tools and resources

Cyber risk management portal – You gain access to <https://eriskhub.com/cic>, a portal that provides you with the comprehensive, on-demand resources you need to:

- Create your breach response plan from the template
- Learn about breach laws that apply to your business
- Use the compliance reference guide and notification letter examples
- Locate credit bureau and government agency notification information
- Learn how to contact data risk management experts for more help

In addition, you are entitled to two hours of risk management services at no additional charge – one hour of pre-incident cyber/privacy risk legal consulting with one of the participating law firms, and one hour of cybersecurity risk consulting services with one of the participating cybersecurity vendors. While some of the services are similar – such as risk assessment, incident response planning and review – the law firm services focus on legal requirements, while cybersecurity vendors focus on technical cybersecurity requirements. To take advantage of these risk management services anytime, visit <https://eriskhub.com/cic> for a list of participating companies. You may be asked to provide your policy number.

The first time you visit eRiskHub, please complete new user registration using this information:

Access code = 12116-868

Identity theft services – You also receive case management services and reimbursement for covered expenses if you, as a business owner, become the victim of identity theft or account takeover. If you suspect that you may be an identity theft victim or you have questions, please call our Identity Recovery Help Line, 866-219-9831.

Claims service

If you suspect or know that a data breach may have exposed or compromised your organization's private, customer or personal data, a swift response is critical for your protection. Please note that the cyber risk management portal and help line provide advice and information, and using them does not satisfy any notice of claim requirement. The only way to report a claim is to contact your independent agent or call us directly, 877-242-2544, for claims service anytime. Your agent and Cincinnati will work with you to preserve your company's goodwill, prevent regulatory sanctions or fines, avoid civil litigation and safeguard your business reputation.

Please contact your agent representing Cincinnati with questions about this valuable coverage.

Thank you for trusting your agent and Cincinnati to protect your business.

Date: 07-08-2022

Insured: AXE & AWL INC

Policy Number: EPP 065 83 82

Dear Agent:

The captioned policy has been issued with the following additional liability exclusion(s)/conditions(s):

- Exterior Insulation and Finish Systems (EIFS) and Direct Applied Exterior Finish Systems (DEFS) Liability Exclusion
- Fungi or Bacteria Liability Exclusion
- Bodily Injury and/or Property Damage Deductible
- Lead Liability Exclusion
- Bodily Injury and/or Property Damage Fungi or Bacteria Deductible

Please be sure that the insured understands the above.

Cordially,

Commercial Lines Department

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Appointment of Beth Elsey to the Cemetery Committee.

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

The Cemetery Committee has one vacancy. If appointed, Beth Elsey's term would end June 30th, 2026. Ms. Elsey is a Town resident.

MOTIONS FOR CONSIDERATION

Motion to appoint Beth Elsey to the Cemetery Committee.

ATTACHMENTS:

None

MANAGER'S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Appointment of Grace Mason to the Downtown Waynesville Commission

AGENDA INFORMATION

Agenda Location: New Business
Item Number:
Department: Administration
Contact: Jesse Fowler, Assistant Town Manager
Presenter: Jesse Fowler, Assistant Town Manager

BRIEF SUMMARY

The Downtown Waynesville Commission has two vacancies. If appointed, Grace Mason's term would end June 30th, 2026. Ms. Mason is a Town property owner.

MOTIONS FOR CONSIDERATION

Motion to appoint Grace Mason the Downtown Waynesville Commission.

ATTACHMENTS:

None

MANAGER'S COMMENTS AND RECCOMENDATIONS

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Reallocation of ARP Funding for WTP

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Public Services
Contact: Jeff Stines, Director of Public Services
Kyle Cook, Water Treatment Plant Superintendent
Presenter: Jeff Stines, Director of Public Services

BRIEF SUMMARY: The Water Treatment Plant was awarded \$300,000 dollars in this FY budget in ARP funding to address rehab for two tanks at the Water Treatment Plant. The tank project bids came in significantly lower than expected leaving a surplus in ARP funding from this project. Carolina Management Team bid the tank project for \$82,707.00, leaving a balance of \$217,293.00.

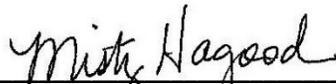
MOTION FOR CONSIDERATION: To award the surplus of ARP funding from the Water Treatment Plant tank project to supply a change order for the rehab of support beams for settling basins 1 & 2 as well as replacing the new pumps for backwash supply to the plant as well as nearby homes in the area.

FUNDING SOURCE/IMPACT: Water Treatment ARP Funding

ATTACHMENTS:

- Original Tank Quote from CMT

FINANCE DIRECTOR:


MISTY HAGOOD

10/2/23

MANAGER'S COMMENTS AND RECOMMENDATIONS:

ARTICLE 1 – BID RECIPIENT

This Bid is submitted to:

**Town of Waynesville
16 South Main Street
Waynesville, North Carolina 28786**

The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the date of the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER'S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged.

<u>Addendum No.</u>	<u>Addendum Date</u>
<u>None</u>	_____
_____	_____
_____	_____

B. Bidder has visited the Project Site and has become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the Work.

D. Bidder has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures, including Underground Facilities, at or contiguous to the Site which have been included as a part of the Contract Documents.

- E. Bidder has obtained and carefully studied (or accepts the consequences for not doing so) all additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, including applying the specific means, methods, techniques, sequences, and procedures of construction expressly required by the Bidding Documents to be employed by Bidder, and safety precautions and programs incident thereto.
- F. Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- H. Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site, reports and drawings identified in the Bidding Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Bidding Documents.
- I. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by Engineer is acceptable to Bidder or, if no written response was made by Engineer, that Bidder has resolved the issue to its satisfaction prior to the submittal of its Bid.
- J. The Bidding Documents are sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.
- K. Bidder will submit written evidence of its authority to do business in the state where the Project is located not later than the date of its execution of the Agreement.
- L. Bidder has not relied upon any information provided by the Engineer except information which is part of the Bidding Documents and is in writing and in the form of a formal addendum.
- M. The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of the Bid Documents and the Instructions to Bidders, and that without exception the Bid is premised upon performing and furnishing the Work required by the Bidding Documents and applying any specific means, methods, techniques, sequences, and procedures of construction that may be shown or indicated or expressly required by the Bidding Documents.

ARTICLE 4 – FURTHER REPRESENTATIONS

4.01 Bidder further represents that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;

- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

ARTICLE 5 – BASIS OF BID

Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

LUMP SUM BASE BID – EXTERIOR PAINTING IMPROVEMENTS

Lump Sum Base Bid Price: \$82,707.00

Eighty-two thousand seven hundred seven dollars dollars

(words)

(\$82,707.00)

(numbers)

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete within 45 calendar days after the date when the Contract Times commence to run as provided in the Modified General Conditions, and will be completed and ready for final payment in accordance with the Modified General Conditions within 60 calendar days after the date when the Contract Times commence to run.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the Contract Times.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are attached to and made a condition of this Bid:
 - A. Required Bid security in the form of 5% Bid Bond
 - B. List of Material Suppliers

ARTICLE 8 – BID SUBMITTAL

This Bid Submitted By:

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner -- attach evidence of authority to sign)

Name (typed or printed): _____

A Corporation

Corporation Name: Carolina Management Team, LLC (SEAL)

State of Incorporation: North Carolina
Type (General Business, Professional, Service, Limited Liability): LLC

By: Wendy Banks
(Signature -- attach evidence of authority to sign)

Name (typed or printed): Wendy Banks

Title: Member Manager

Attest Erin A. Fielder



Date of Authorization to do business in [State Where Project is Located] is September 8, 2003

A Joint Venture

Name of Joint Venture: _____

First Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of first joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

Second Joint Venturer Name: _____ (SEAL)

By: _____
(Signature of second joint venture partner -- attach evidence of authority to sign)

Name (typed or printed): _____

Title: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above.)

Bidder's Business Address 49 McDowell Street

Asheville, N.C. 28801

Phone No. (336) 431-7708 Fax No. N/A

SUBMITTED on July 19th, 2023.

State Contractor License No. 67579 Unlimited Building and PV: Water Lines and Sewer Lines Classifications

FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS THAT _____

Carolina Management Team, LLC _____ as principal, and The Cincinnati Insurance Company _____, as surety, who is duly licensed to act as surety in North Carolina, are held and firmly bound unto Town of Waynesville _____ as obligee, in the penal sum of Five Percent of Amount Bid _____ 5% _____ DOLLARS, lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Signed, sealed and dated this 20th day of July, 2023

WHEREAS, the said principal is herewith submitting proposal for

Water Treatment Plant Clearwell Backwash Tanks Exterior Painting Improvements _____ and the principal desires to file this bid bond in lieu of making the cash deposit as required by G.S. 143-129.

NOW, THEREFORE, THE CONDITION OF THE ABOVE OBLIGATION is such, that if the principal shall be awarded the contract for which the bid is submitted and shall execute the contract and give bond for the faithful performance thereof within ten days after the award of same to the principal, then this obligation shall be null and void; but if the principal fails to so execute such contract and give performance bond as required by G.S. 143-129, the surety shall, upon demand, forthwith pay to the obligee the amount set forth in the first paragraph hereof. Provided further, that the bid may be withdrawn as provided by G.S. 143-129.1

Carolina Management Team, LLC _____ (SEAL)

By: Wendy Banks _____ (SEAL)
Wendy Banks, Member/Manager _____ (SEAL)



The Cincinnati Insurance Company _____ (SEAL)

By: Ronda W. Bush _____ (SEAL)
Ronda W. Bush, Attorney-in-Fact

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

Kenneth J. Peeples; Phoebe C. Honeycutt; Heather Segrist; Bobbi D. Pendleton; Christopher A. Lydick; Julia C. McElligott; Adam Pfanmiller; Megan S. Bartman; James Holden Keen; Ronda Bush; Debbie Davis; David Liggett; Camille Moye Edwards; Samantha Argenio; Michael McCreddie; Joseph Zoller and/or Margo G. Roberts

of Durham, North Carolina their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

Any such obligations in the United States, up to Twenty Five Million and No/100 Dollars (\$25,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett

Keith Collett, Attorney at Law
Notary Public - State of Ohio
My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 20th day of July, 2023



Ed H.



49 McDowell Street
Asheville, NC 28801
www.CMTcoatings.com

336-431-7708

WBE and HUB certified

Date: July 19, 2023
To: J. Meliski, P.E.
From: Clark Fields, business administrator
Subject: CMT Supplier List for Water Treatment Plant Clearwell Backwash Tanks Exterior Painting Improvements—Town of Waynesville

Supplier List

Supplier Name	Address	Product
Tnemec Company, Inc.	130 West 23 Avenue North Kansas City, Missouri, USA 64116	Series 151 and 156



NORTH CAROLINA

Department of The Secretary of State

To all whom these presents shall come, Greetings:

I, **ELAINE F. MARSHALL**, Secretary of State of the State of North Carolina, do hereby certify the following and hereto attached to be a true copy of

ARTICLES OF ORGANIZATION

OF

CAROLINA MANAGEMENT TEAM, LLC

the original of which was filed in this office on the 1st day of December, 2003.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal at the City of Raleigh, this 1st day of December, 2003

Elaine F. Marshall

Secretary of State

State of North Carolina
Department of the Secretary of State

SOSID: 700661
Date Filed: 12/1/2003 12:37:00 PM
Elaine F. Marshall
North Carolina Secretary of State
C200325400017

Limited Liability Company
ARTICLES OF ORGANIZATION

Pursuant to §57C-2-20 of the General Statutes of North Carolina, the undersigned does hereby submit these Articles of Organization for the purpose of forming a limited liability company.

1. The name of the limited liability company is: **Carolina Management Team, LLC**
2. If the limited liability company is to dissolve by a specific date, the latest date on which the limited liability company is to dissolve: *(If no date for dissolution is specified, there shall be no limit on the duration of the limited liability company.)* None
3. The name and address of each person executing these articles of organization is as follows:
(State whether each person is executing these articles of organization in the capacity of a member, organizer or both).

Wendy Van Zee, Member and Organizer
275 Kinder Lane
Canton, NC 28716

George Van Zee, Member
275 Kinder Lane
Canton, NC 28716

David Van Zee, Member
206 Abbey Oaks Lane
Apex, NC 27502

4. The street address and county of the initial registered office of the limited liability company is:

Number and Street **2279 Pisgah Drive**

City, State, Zip Code: **Canton, NC 28716** County: **Haywood**
5. The mailing address, *if different from the street address*, of the initial registered office is:

6. The name of the initial registered agent is: **Wendy Van Zee**

7. Principal office information: *(Select either a or b.)*

a. X The limited liability company has a principal office.

The street address and county of the principal office of the limited liability company is:

Number and Street: **2279 Pisgah Drive, Canton, NC 28716**

The mailing address, *if different from the street address*, of the principal office of the corporation is:

b. The limited liability company does not have a principal office.

8. Check one of the following:

(i) **Member-managed LLC**: all members by virtue of their status as members shall be managers of this limited liability company.

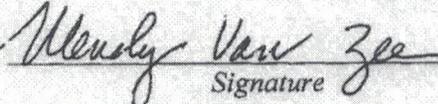
(ii) **Manager-managed LLC**: except as provided by N.C.G.S. Section 57C-3-20(a), the members of this limited liability company shall not be managers by virtue of their status as members.

9. Any other provisions which the limited liability company elects to include are attached.

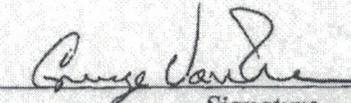
10. These articles will be effective upon filing, unless a date and/or time is specified:

Effective Upon Filing

This is the 8th day of September, 2003.


Signature

Wendy Van Zee, Organizer & Member


Signature

George Van Zee, Member


Signature

David Van Zee, Member

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Approval of the contract with WithersRavenel engineering firm for Comprehensive Stormwater Master Plan and grant administration services.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

On March 23, 2023, Waynesville received the Local Assistance for Stormwater Infrastructure Investment (LASSII) **Planning Grant** from the American Rescue Plan Act (ARPA) through the NC Department of Environmental Quality. The funding amount is \$400,000 via reimbursement, and there is no match.

With this grant, the Town will update its long-term Stormwater Master Plan to include condition assessment, development of a capital improvement and financial plan, preliminary designs, additional stormwater infrastructure mapping, funding needs, and future resiliency planning.

The Town advertised the Request for Qualifications and selected WithersRavenel as the contractor. On September 12, 2023, the Council approved the selection and directed the staff to move forward with contract negotiations. Today, the staff is seeking the Council's approval of the proposed contract. After that, the grant work on the Stormwater Master Plan can commence. Staff will update the Council on the progress periodically.

MOTIONS FOR CONSIDERATION:

1. Motion to approve the proposed contract with WithersRavenel for professional engineering and grant administration services for Comprehensive Stormwater Master Plan.

FUNDING SOURCE/IMPACT:

This project was approved in the 2023-24 Annual Budget for the General Fund.

ATTACHMENTS:

1. Proposed contract

MANAGER'S COMMENTS AND RECOMMENDATIONS:



October 3, 2023

Rob Hites, Town Manager
Town of Waynesville
9 S. Main Street, Suite 110
Waynesville, NC 28786

**RE: Agreement for Waynesville LASII Planning - Comprehensive Stormwater Master Plan
Waynesville, North Carolina
DWI Project No. SRP-SW-ARP-0060
WithersRavenel Project No. 23-0734**

Dear Mr. Hites,

WithersRavenel is pleased to provide this Agreement for the Waynesville LASII Planning - Comprehensive Stormwater Master Plan. The Town received an ARPA grant of \$400,000 to conduct a Comprehensive Stormwater Master Plan (DWI Project Number SRP-SW-ARP-0060). We look forward to working with you on this project. If you have any questions or concerns about this Agreement, please do not hesitate to call me at the number listed below.

Sincerely,
WithersRavenel

Amanda Hollingsworth, PE, CFM
Project Manager, Stormwater
ahollingsworth@withersravenel.com
Ph. 919.535.5200 | Direct. 919.678.3841

Town of Waynesville Waynesville, North Carolina Waynesville LASII Planning – Comprehensive Stormwater Master Plan

A. Project Description

This Agreement is intended to provide the scope of services and associated fees to provide consulting services per request of Town of Waynesville and formalize an agreement for the implementation and logistics for these services.

Listed below is a summary of several key aspects of the project based on our discussions and preliminary research. Refer to the Scope of Services and Additional Services/Exclusions for further detailed information.

For the purposes of this agreement and any subsequent agreements the following references shall apply:

- A. Town of Waynesville shall be known as the “Client or Town”;
- B. WithersRavenel shall be known as the “Consultant”;
- C. The overall project shall be known as the “Project”;
- D. The executed agreement shall be known as the “Agreement”;
- E. The Capital Improvement Plan shall be known as “CIP”;
- F. NC Department of Environmental Quality shall be known as “DEQ”;
- G. Division of Water Infrastructure shall be known as “DWI”;
- H. The American Rescue Plan Act shall be known as “ARPA”;
- I. Geographic Information System shall be known as “GIS”;
- J. Asset Inventory and Assessment shall be known as “AIA”.

The Client is a recipient of a Stormwater Planning grant for the Fall 2022 Funding Cycle (DWI Project Number SRP-SW-ARP-0060). Stormwater Planning grants are authorized by NC Session Law 2015-241 in the changes made to NCGS 159G. The purpose of the grants is to encourage stormwater utilities to become more viable and more proactive in the management of their systems.

A local match is required based on Local Government Unit indicators of percent population change, poverty rate, median household income (MHI), percent unemployment, and property valuation per capita compare with the State benchmarks. For this grant, the Town’s match is 0%.

This fee agreement is intended to provide the scope of services and associated fees to provide consulting services per request of the Town of Waynesville to provide survey, mapping, inventory assessment, recommendations, and master planning services for the Town’s stormwater assets.

Phase 1 of this process will serve to provide a visual inspection of stormwater assets and outlets on municipal facility properties. Identified issues will be included in the CIP as part of the maintenance plan or as a proposed project concept.

Phase 2 of this process will serve to survey, and inventory existing ditches, pipes, outfalls, and storm drain structures within Town limits. This will include preliminary review of available data to determine missing information in existing storm drainage infrastructure data from the Town and coordination on focus areas for field work. Field work will include detailed survey of priority pipes/ditches/structures. This will include

limited inventory and assessment to include visual inspection and location for structures located in the right-of-way, as detailed later in this document. The existing storm drain asset inventory and the new data will be utilized to build a hydrologic and hydraulic model of the priority areas as identified by the Town. This model will then be used to evaluate flood risk and develop conceptual projects to reduce flooding and improve water quality, where applicable. The findings will be used to develop a CIP for the Town. Phase 2 services are expected to commence after Phase 1.

Phase 3 will include a growth and resiliency assessment. This Phase includes public outreach and presenting the final report to the Town Council. Phase 3 services are anticipated to commence after Phase 2.

B. Timeline for Services

WithersRavenel will begin work upon receipt of this executed Agreement and written notice to proceed from the Client. Estimated timeframe(s) for the basis of the services described in the Scope of Services are shown below.

Milestone	Time Frame
Phase 1	Six (6) Months
Phase 2	Seventeen (17) Months
Phase 3	Six (6) Months
DWI Draft Report Review	Six (6) Months
Project Close-out	One (1) Months
Total:	Thirty (36) Months

1. The timeline can be adjusted to ensure the proper completion of work by the end of 2026. All work must be completed and grant closed out by the end of 2026 per the existing grant requirements funding this project.
 - a. It is presumed that the Town will provide timely notice to proceed to consultant.
 - b. We understand that the funding agency requested to review/approve the scope of services as a condition of the funding agreement. If the notice to proceed is delayed until receipt of approval from the funding agency, the scope of services might need to be adjust to complete the project within the funding timeline.
2. Engineer estimates the total project timeframe for the Scope of Services to be thirty-six (36) months. A more detailed project schedule will be developed with the Client.
3. The above estimated timeframe(s) may be impacted by, among other things:
 - a. Timeliness of review agencies;
 - b. Timeliness and accuracy of information provided by the Client and other Client consultants.

C. Definitions and Terms

1. *Primary System*: FEMA mapped streams within the Town Boundary and certain additional tributary streams of significance and described herein.
2. *Secondary System*: Open or closed conveyances (beyond the *Primary System*) identified for modeling and analysis as part of this Scope of Services. *Secondary Systems* typically convey runoff originating in public right-of-way and exclude private drainage systems not conveying runoff from public right-of-way. Limits of *Secondary System* modeling shall be determined during project execution, as described herein. An individual *Secondary System* is defined as a set of interconnected structures, pipes, and ditches discharging to a single point.
3. *Level of Service (LOS)*: The locally required performance standard for public infrastructure such as culverts, ditches, and closed system drainage systems.
4. *Existing Conditions Model*: Hydrologic and hydraulic model based on flows computed for current land use or zoning districts and are routed through existing infrastructure.
5. *Alternatives Model*: Hydrologic and hydraulic model for the proposed alternatives to address level of service (LOS) deficiencies identified over the course of the project.
6. *Climate Change Model*: *Primary System* hydraulic model where flows computed in the *Future Conditions Hydrologic Model* are routed through the proposed infrastructure.

D. Scope of Services

WithersRavenel shall provide the services identified under each task below as its “Basic Services” under the Agreement:

Task 1. Project Management & Funding Administration

1.1. Project Management

Consultant shall provide the following services as part of this task:

- A. Project Management Services following best practices to meet objectives, quality standards, schedule, and budget. Consultant shall provide services for the overall management and administration of the Project including any internal and external coordination and general administration duties.
- B. Consultant shall identify key team members, schedule and attend a project kick-off meeting to introduce the Team to the Client, establish the Project communication channels between the Client and Consultant. Consultant will also obtain from Client necessary background information including flooding history, maps, stormwater concerns on Town’s properties and facilities, and locations of known problem areas.
- C. Consultant will keep the Client advised of the progress of the project activities. This includes scheduling and attending monthly meetings/workshops and consultations with the Client and submitting monthly progress report.
- D. Maintain monthly project progress reports, meeting minutes as well as any electronic files of project presentation slides to the Client and the Division of Water Infrastructure (DWI).

- E. Consultant will manage project processes, communication, and resources. Consultant will keep the Client regularly informed of progress, providing oversight of the production tasks, and managing the monthly billing and invoicing for the project.

1.2. Funding Administration

Consultant shall provide the following services as part of this task:

- A. Attend the Project kick-off meeting to review grant requirements.
- B. Attend monthly progress meetings as needed.
- C. Review appropriate State and federal American Rescue Plan Act (ARPA) guidelines applicable to this Project.
- D. Complete preliminary paperwork needed to submit reimbursements for the Project.
- E. Prepare requisition payment requests and compile necessary supporting documentation for the Client to review, execute, and submit to North Carolina Department of Environmental Quality (NCDEQ)'s Division of Water Infrastructure (DWI).
- F. Assist the Client Finance Officer in keeping necessary files and match documentation.
- G. Act as a liaison as required between the Client and DWI.
- H. Assist the Client in close-out procedures and paperwork.

Task 2. Public Participation

Part of the process of watershed characterization and master planning will include public input to corroborate issues of concern. It will also be an opportunity to recognize flooding concerns and to garner citizen engagement and support. Consultant shall provide the following services as part of this task:

- A. Prepare a public input and engagement strategy with Client to identify key objectives and stakeholders.
- B. Conduct two (2) public workshops for community feedback, education, and participation. It is assumed that one workshop will be held in either Phase 1 or Phase 2 of the project and that the second meeting will be held during Phase 3. The Town will provide a locality to hold the meetings. Notification of residents and advertisement for the public meetings will be conducted by the Town.
- C. Submit a summary of the public meetings input to the Town.

Phase 1: Assessment of Existing Infrastructure

Task 3. Town Facility Investigation

- A. Consultant shall complete site visits to Town owned facilities. It is assumed that approximately fifteen (15) facilities will be investigated. Consultant will conduct a visual inspection of existing drainage infrastructure on each facility property. It is assumed that visual inspection will be completed while standing at surface level. Consultant will take pictures of existing stormwater infrastructure identified on site during the visit. Consultant will provide recommendations for repair maintenance based on the visual inspection of stormwater infrastructure identified at the sites investigated. For any parking lots investigated, Consultant will provide recommendations for stormwater improvements based on assumed drainage patterns and site constraints identified

during the site visit. If the Consultant determines that a site is a good candidate for a water quality focused retrofit, the Consultant will note such in the recommendation.

- B. The recommendations from this task will be included for evaluation and prioritization during the development of the Capital Improvement Plan in *Task 9*.
- C. If the Client and Consultant determine that an issue identified during the investigation is severe or needs immediate repair, the Consultant will develop a preliminary cost estimate for the replacement or repair of the infrastructure. If a feasible solution to the identified issue cannot be developed based on the data gathered as part of this task, then the area will be considered for a more detailed analysis in Phase 2.
- D. At the completion of this task, a point shapefile identifying investigated locations will be provided to the Client. The shapefile attribute table will include the initial Consultant recommendations for the site and any preliminary cost estimates developed. Photos from the site visit will be provided to the Client.
- E. Survey of existing infrastructure is excluded from this task. Official SCM inspections are excluded from this Scope of Services. Completion of SCM Operation and Maintenance Inspection Forms are excluded from this Scope of Services.

Phase 2: Asset Inventory and Stormwater System Capital Improvement Plan

Task 4. GIS Data Gap Analysis

- A. The Consultant shall assemble relevant available data from the County GIS, FEMA flood studies, USGS studies, reports and other documentation of flooding history. GIS data may include aerial photography, topography, zoning, soils, planimetrics, stormwater inventory, water, and sewer.
- B. The Consultant will obtain the latest version of the Client's GIS stormwater database and review for completeness. Areas within the study limits that lack stormwater features and/or attributes will be noted as focus areas and utilized for the GPS data collection portion of the project. The Client will assist the Consultant in prioritizing focus areas for data collection. It is assumed that focus areas will be prioritized in coordination with *Task 7.1*.

Task 5. Data Collection and Assessment

- A. For budgetary purposes, the consultant will GPS locate up to 420 stormwater structures. A stormwater structure is a point where stormwater pipes start or stop, such as a manhole, catch basin, junction box, headwall, outfall, culvert end point, or similar items. The Field crews will utilize survey grade GNSS equipment where it is estimated 85% of locations will be of survey quality and the remaining 15% will be of mapping grade Level B GPS quality. Any structures not meeting Class B survey standards due to GPS interference will be documented as such and the Town will be given the option of obtaining those structures at Class A survey for additional cost.
- B. Located stormwater structures will be loaded into the GIS database. Those structures will be assessed in the field by pulling lids and obtaining invert measurements as well as general condition attributes. In addition, the Consultant will verify pipe connectivity and identify possible deficiencies in the stormwater conveyance. The Consultant will collect attribute information for pipe, diameter, pipe material, inverts, and overall structure condition and type. In addition, Consultant will add an attribute if a feature is newly captured or if an existing feature has been updated. The Consultant will take approach photos of the inventoried structures and an inside photo using a 360-degree panoramic camera when accessible. These photos will be embedded in the GIS Data.

- C. The Consultant will analyze the age of the housing and commercial buildings in the area of storm system infrastructure using publicly available data and use GIS to characterize the assumed age of system. Based on this analysis and review of photography of structure interiors where available, approximate condition of segments of system will be identified.
- D. The Consultant will locate and visually assess condition of facilities, drainage infrastructure, and outfalls within the study area and as prioritized by Town.
- E. CCTV is not included in this Scope of Services. It is assumed that not every Town asset will be investigated. Data collected in this task will be included as a deliverable as part of *Task 6* services.

Task 6. Database Update

- A. Consultant will compile collected field data and condition assessment information in a GIS database. At the conclusion of the field GPS location and data attribution tasks, the data will be integrated with the existing GIS database to represent the newly collected information and provided to the Client. This will include a QA/QC review by staff, and field crews will revisit any areas identified from the QA/QC process that are flagged. The geodatabase will be provided to the Client as a deliverable for Phase 2 of the project.

Task 7. Existing Conditions Hydrologic and Hydraulic Modeling

An Existing Conditions Model will be developed to evaluate capacity of existing stormwater facilities and infrastructure and will be used as the basis to identify conceptual projects for the Capital Improvement Plan.

7.1. Identification of Modeled Systems

- A. For budgetary purposes, up to 35,000 LF of total Town system (sum of selected *primary* and *secondary systems*) will be selected for detailed capacity analysis. It is assumed that the minimum subcatchment Analyzed systems will be identified based on watershed reconnaissance, historical drainage complaints, and input from the Town. The Consultant shall present the Systems for consideration to the Town for approval before capacity analysis is performed. The Consultant will work collaboratively with the Town when selecting areas for detailed capacity analysis.
- B. Client and Consultant will work together to establish the *Level of Service* (LOS) criteria that the system will be evaluated against.

7.2. Engineering Field Investigation

- A. Consultant will field-verify select drainage area limits, manning's n-values and visually inspect the primary and secondary system drainage areas, as necessary.
- B. Stream assessments are not included in this Scope of Services.

7.3. Existing Conditions Hydrologic and Hydraulic Modeling

- A. The Consultant will prepare an existing conditions hydrologic and hydraulic (H&H) model of the areas selected in *Task 7.1*. This shall be called the Existing Conditions Model.

- B. The Consultant will prepare the Existing Conditions Model using HEC-RAS or Storm Water Management Model (SWMM) software. Final model selection will be made with the Client after *Task 7.1*.
- C. The consultant shall evaluate the 2-, 10-, 25-, and 100-year storm events utilizing NOAA Atlas 14 rainfall depths using SCS Type II rainfall distribution.
- D. Hydrologic parameters calculated will depend on selected model but are anticipated to include: subwatershed area, existing land use, curve number (based on land use/zoning), flow paths, NRCS soil types, significant detention storage areas, and channel routing characteristics.
- E. The Consultant will develop hydraulic network for system drainage features.
- F. It is assumed that the publicly available LiDAR data within the study limits accurately represents existing topographic conditions.
- G. Hydraulic network will be based on the survey data collected in the aforementioned tasks. No additional data collection is included for this task.
- H. Where impoundments along the system include significant storage which is expected to impact system performance, the Consultant will develop hydraulic parameters based on available data to include the impoundment within the hydraulic model.
- I. The Consultant shall set downstream boundary conditions using the following approach unless Client approves of an alternative approach:
 - a. At the downstream end of the *Primary System* model, Consultant shall evaluate if coincidental peaks are likely at the confluence point based on the ratio of relative watershed sizes and FEMA guidance. If applicable, boundary conditions shall be set to account for coincident peaks.
 - b. If coincident peaks are not applicable, Consultant shall use the normal depth boundary condition, with downstream channel slope based best available data.
 - c. For *Primary Systems* or *Secondary Systems* that terminate at an impoundment area, the downstream boundary condition shall be selected from available information, which may include FEMA study, information collected from NCDEMLR Dam Safety section, field survey data, design documents, or other available data.
 - d. For *Secondary Systems* that terminate at another closed system or to an unmodeled open channel, the downstream boundary condition shall be set at the crown of the pipe.
- J. This task does not include water quality calculations or sediment transport calculations.
- K. Consultant will provide limited calibration/validation of the existing conditions model using available information such as: historic rainfall, post-storm aerial orthoimagery, high-water marks, and citizen feedback. At most, two (2) calibration/validation rainfall events scenario will be run. The calibration/validation rainfall event will be selected with input from the Client.
- L. The Consultant will prepare existing conditions inundation maps depicting extents of flooding for each modeled storm event.
- M. Consultant will discuss the results of the existing conditions capacity analysis completed in this task with the Client. Discussion will include the review of the existing conditions inundation maps and review of existing system performance compared to the desired *LOS* set in *Task 7.1*. Areas in the Existing Conditions Model that do not meet the *LOS* will be identified and called a Potential Area of Concern (PAOC). PAOCs will be candidates for conceptual project development in *Task 8*. As part of *Task 11*, the Consultant will make a general recommendation to the Client regarding potential

future action that can be taken to address the remaining PAOCs that are not selected for project development in *Task 8*.

7.4. Task Deliverables

- A. The Consultant shall provide a digital copy of the models to the Town as part of the project final deliverables. Models shall include all supporting data necessary to run them and duplicate results reflected in the Stormwater Master Plan report provided under *Task 11*.
- B. Inundation results maps and a summary of capacity analysis results will be included in the Stormwater Master Plan report provided under *Task 11*.
- C. The Consultant shall provide the Client inundation result rasters for the modeled storm events. Locations of PAOCs shall be provided to the Client as a point or polygon shapefile.

Task 8. Conceptual Projects

Consultant and Client will develop planning level conceptual stormwater improvement options for select areas analyzed in *Task 7*. These options will focus on flood risk reduction, replacing aging/failing infrastructure, green stormwater devices, and nature-based solutions.

8.1. Area of Concern Selection

- A. Consultant will identify up to eight (8) Areas of Concern (AOC) from the PAOCs identified in *Task 7.3* for conceptual project development.

8.2. Alternatives Model Development

- A. After identifying the Areas of Concern, Consultant and Client will develop planning level conceptual stormwater improvement options. These options will focus on flood risk reduction, replacing aging/failing infrastructure, green stormwater devices and nature-based solutions.
- B. Consultant shall provide the following services as part of this task:
 1. Revise Existing Conditions Model with conceptual improvements to create an *Alternatives Model*.
 2. *Alternatives Model* will evaluate the 2-, 10-, 25-, and 100-year storm events utilizing NOAA Atlas 14 rainfall depths using SCS Type II rainfall distribution.
 3. Prepare concept level exhibits of the proposed improvements.
 4. Prepare alternative conditions inundation maps depicting extents of flooding for each modeled storm event.
- C. Potential for downstream impacts will be documented for each modeled alternative. It is assumed that further analysis of downstream impacts will be completed by others during the final design of a project.
- D. It is assumed that at a maximum of two (2) concept alternatives will be developed for each Area of Concern
- E. The Consultant will prepare preliminary cost estimates for each proposed concept.
- F. Development of Construction Drawings are excluded from this Scope of Services.

8.3. Task Deliverables

- A. The Consultant shall provide a digital copy of the models to the Town as part of the project final deliverables. Models shall include all supporting data necessary to run them and duplicate results reflected in the Stormwater Master Plan report provided under *Task 11*.
- B. Inundation results maps, schematic level exhibits of proposed improvements, and a summary of results will be included in the Stormwater Master Plan report provided under *Task 11*.
- C. The Consultant shall provide the Client inundation result rasters for the modeled storm events. Locations of AOCs shall be provided to the Client as a point or polygon shapefile.

Task 9. Capital Improvement Plan

- A. Consultant shall prepare a 10-year Capital Improvement Plan (CIP) from information gathered and analyzed in the previous tasks. CIP Projects will include:
 - 1. Prioritization of projects according to impact, effectiveness, and equity. Prioritization methodology will be developed by the Consultant and Client.
 - 2. Maintenance plan based on the age and condition of the stormwater infrastructure.
 - 3. Report the preliminary cost estimates developed under *Task 8* for the improvements for the AOCs.
 - 4. Assessment of financial needs and preliminary cost estimates for repairs, replacements, and capital improvement projects.
 - 5. Draft Comprehensive Stormwater Masterplan of 10 years from the projected adoption of the plan.

Phase 3: Stormwater Master Plan

Task 10. Growth and Resiliency Assessment

Consultant will develop an understanding of the climate-related stormwater runoff and flood risks facing the Town of Waynesville, which will be used to help develop and prioritize the actions necessary to address these risks.

10.1. Climate Change Model

- A. Impact of climate change to rainfall depths will be determined based on a percent adjustment increase to the NOAA Atlas 14 rainfall depths used in *Task 7*. The Consultant and Client shall work together to select the percent adjustment increase to be applied for each return period. It is assumed that the Consultant and Client will review suggested adjustments provided in the SWMM Climate Adjustment Tool (SWMM-CAT) tool, which provides a set of location-specific adjustments derived from World Climate Research Programme global climate change models. The Consultant and Client will review any percent adjustment increase recommendations from the State of North Carolina and Haywood County.
- B. Consultant shall create hydrologic and hydraulic models accounting for adjusted rainfall depths to evaluate the effects of climate change. The *Alternatives Climate Change Model* will be duplicates of the *Alternatives Model* but will include the rainfalls adjusted by the prescribed percentage. The Climate Change Models will run adjusted 10-year, 25-year, and 100-year events. Consultant shall report water surface elevation differences at each of the proposed AOC alternative locations and

at other relevant locations (adjacent to at-risk structures, at critical facilities, and town facilities) along the system.

- C. Reporting shall highlight instances where the LOS is no longer met at an alternative location due to increased rainfall associated with climate change. Recommendations and reporting will be included in the Stormwater Master Plan completed under *Task 11*.
- D. The Consultant shall prepare inundation exhibits to show the comparison of the 10-year, 25-year, and 100-year *Alternatives Model* results to the 10-year, 25-year and 100-year *Alternatives Climate Change Model* results.

10.2. Growth Assessment

- A. This assessment will look at potential future growth and development areas and assess the stressors of future development on the existing stormwater infrastructure. For the assessment, the Consultant will compare future land use to existing land use within the drainage areas contributing to flooding and water quality concerns identified as part of the previously completed tasks in this Scope of Services. Areas with increased future impervious areas will be noted. It is assumed that future land use will be based on Town's 2035 Comprehensive Land Use Plan. Consultant will make recommendations for adjustments to ordinances or development standards based stressors from increased impervious within the evaluated drainage areas. It is assumed that future land use will not be included in a modeled hydrologic scenario. Recommendations will be included in the Stormwater Master Plan Report completed under *Task 11*.

10.3. Task Deliverables

- A. Consultant will discuss results from *Task 10.1* and *Task 10.2* with the Client.
- B. The Consultant shall provide a digital copy of the models to the Town as part of the project final deliverables. Models shall include all supporting data necessary to run them and duplicate results reflected in the watershed plan report provided under *Task 11*.
- C. Inundation results maps and a summary of results and recommendations will be included in the watershed plan report provided under *Task 11*.
- D. The Consultant shall provide the Client inundation result rasters for the modeled storm events.

Task 11. Master Plan Report

11.1. Stormwater Master Plan

- A. The final deliverable will be a comprehensive report detailing the methodology, findings, and recommendations from each of the above tasks into a stormwater master plan.
- B. Consultant will prepare a document that will contain the information developed and noted as part of the above tasks. The Consultant will include any model results and exhibits developed as part of the above tasks.
- C. Consultant will include the CIP developed under *Task 9*.
- D. Summaries for conceptual stormwater improvement projects to include:
 - 1. Summary of identified issues and potential solutions.
 - 2. Rough lump sum order of magnitude cost opinion for purpose of planning and prioritization.
 - 3. Concept level schematics of proposed improvements.

4. Itemized order of magnitude cost opinions.
5. Recommendations for project funding
- E. Report to have include a summary of any Consultant recommendations for the Client made as part of the above tasks.
- F. Meet up to two (2) times with Client to review draft master plan.
- G. Revise draft report up to two (2) times to incorporate comments from Client.

11.2. Council Presentation

- A. Consultant will prepare presentation and present study report methodology, findings, and recommendations to Waynesville Town Council for adoption. It is assumed that the Consultant will attend one (1) Town Council meeting and assist the Town staff in answering the questions about the Plan during the meeting.

11.3. Task Deliverables

- A. Final Stormwater Master Plan Report document.
- B. Consultant will verify that Client has received deliverables from each of the above tasks in this Scope of Services.

E. Exclusions/Additional Services

Services that are not included in Section D or are specifically excluded from this Agreement (see below) shall be considered Additional Services if those services can be performed by WithersRavenel and its agents if requested in writing by the Client and accepted by WithersRavenel. The following list is not all inclusive and the Scope of Services defines the services to be provided by WithersRavenel for this project. Additional services shall be paid by the Client in accordance with the Fee & Expense Schedule outlined in Exhibit II. The exclusions are described below but are not limited to the following:

- A. Detailed design drawings for the evaluated alternatives
- B. Permitting services for the evaluated alternatives
- C. Topographic/boundary survey for the areas of concern
- D. Delineation of jurisdictional areas

F. Client Responsibilities

The following items will be provided by the Client and WithersRavenel will rely upon the accuracy and completeness of this information:

- A. Provide representative for communications and decisions;
- B. Coordination and designation of a primary contact for architect, contractor, and other consultants engaged by the Client;
- C. Preferred media platforms for communications with the Client;
- D. Provide in writing, any information as to Client's requirements for the Project;
- E. Provide any information needed to complete the Project not specifically addressed in the Scope of Services;
- F. Provide all available information pertinent to the Project, including any GIS information, reports, maps, drawings, and any other data relative to the Project;
- G. Examine all agreements, reports, sketches, estimates and other documents presented by the Consultant and render in writing decisions pertaining thereto within a reasonable period so as not to delay the services of the Consultant;
- H. Give prompt written notice to Consultant whenever Client observes or otherwise becomes aware of any defect in the Project or the services of Consultant;
- I. Attend Town meetings as required/needed;
- J. Provide access to property for Consultant and subconsultants;
- K. Any legal representation requiring an attorney at law;

G. Compensation for Services

WithersRavenel proposes to provide the Basic Services outlined in Section D on a lump sum basis with budgets as shown below plus reimbursable expenses in accordance with Exhibit II. The amounts set forth below have been determined based on the nature, scope and complexity of the Project as represented in the information provided to WithersRavenel by Client prior to submittal of this agreement; subsequent changes thereto may result in additional fees.

Task No.	Task Name	Fee
1	Project Management & Funding Administration	\$60,000
2	Public Participation	\$15,000
Phase 1: Assessment of Existing Infrastructure		
3	Town Facility Investigation	\$30,000
Phase 2: Asset Inventory & Stormwater System Capital Improvement Plan		
4	GIS Data Gap Analysis	\$6,000
5	Data Collection and Assessment	\$67,000
6	Database Update	\$8,000
7	Existing Conditions H&H Modeling	\$73,000
8	Conceptual Projects	\$63,000
9	Capital Improvement Plan	\$28,000
Phase 3: Stormwater Master Plan		
10	Growth and Resiliency Assessment	\$20,000
11	Master Plan Report	\$30,000
TOTAL		\$400,000

(Hourly) Denotes hourly tasks. The fee budgets represented with hourly tasks are good faith estimates of what can be reasonably expected during the performance of this contract.

- A. Invoices will be issued monthly, based on the percentage of completion for each lump sum task and the hourly rate for Consultant personnel in accordance with Exhibit II for hourly tasks, as accomplished during the billing period. Payment is due upon receipt of invoice.
- B. The above fees are based on the estimated timelines noted in the Timeline for Services. Any adjustments to those timelines may result in additional fees.
- C. Consultant may alter the distribution of compensation between individual Tasks noted herein to be consistent with services rendered but shall not exceed the total Lump Sum amount unless approved in writing by the Client.
- D. The attached Exhibit II, Fee & Expense Schedule, is based on Consultant's rates as of the date of this agreement and may be subject to change for hourly tasks and any Additional Services that occur after any adjustments to such rates go into effect.

Payment

The Client will pay Consultant for services and expenses in accordance with periodic invoices to Client and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to Client. Invoices are past due after 30 days. If the Project is reliant on State and/or Federal Funds, then the Client will pay Consultant for all invoices within three (3) banking days of receipt of those State or Federal Funds. The Client is ultimately responsible for payment of all invoices with or without receipt of State or Federal Funds.

H. Acceptance

This agreement is valid 60 days from the date it is transmitted to Client. Receipt of an executed copy of this agreement will serve as the written Agreement between WithersRavenel and Town of Waynesville. All Exhibits identified after the signature blocks below, including the Standard Terms and Conditions (Exhibit I) and the Fee & Expense Schedule (Exhibit II), are incorporated herein and are integral parts of the Agreement.

OFFERED BY:

WithersRavenel



Signature Date October 3, 2023
Amanda Hollingsworth, PE, CFM

Name
Project Manager

Title

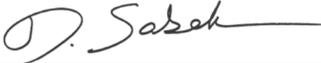
ACCEPTED BY:

Town of Waynesville

Signature Date
Rob Hites

Name
Town Manager

Title



Signature Date October 3, 2023
Dori Sabeh, PE, GISP

Name
Director of Stormwater

Title

Attachments:

- Exhibit I- Standard Terms and Conditions
- Exhibit II- Fee & Expense Schedule
- Attachment A – ARPA Federal Contract Provisions
- Attachment B – Debarment Status Certification
- Attachment C – E-Verify Affidavit

Exhibit I

Standard Terms and Conditions

The proposal submitted by WithersRavenel, INC. ("CONSULTANT") is subject to the following terms and conditions, which form an integral part of the Agreement. By accepting the proposal, the services, or any part thereof, the CLIENT agrees and accepts the terms and conditions outlined below:

1. Payment:

- a) The CLIENT will pay CONSULTANT for services and expenses in accordance with periodic invoices to CLIENT and a final invoice upon completion of the services. Each invoice is due and payable in full upon presentation to CLIENT. Invoices are past due after 30 days. Past due amounts are subject to interest at a rate of one and one-half percent per month (18% per annum) on the outstanding balance from the date of the invoice.
- b) If the CLIENT fails to make payment to the CONSULTANT within 45 days after the transmittal of an invoice, the CONSULTANT may, after giving 7 days written notice to the CLIENT, suspend services under this Agreement until all amounts due hereunder are paid in full. If an invoice remains unpaid after 90 days from invoice date, the CONSULTANT may terminate the Agreement. If Consultant initiates legal proceedings to collect the fees owed, Consultant shall also be entitled to recover the reasonable expenses of collection including attorney's fees.

2. Notification of Breach or Default: The CLIENT shall provide prompt written notice to the CONSULTANT if CLIENT becomes aware of any breach, error, omission, or inconsistency arising out of CONSULTANT's services or any other alleged breach of contract or negligence by the CONSULTANT. The failure of CLIENT to provide such written notice within ten (10) days from the time CLIENT became aware of the fault, defect, error, omission, inconsistency, or breach, shall constitute a waiver by CLIENT of all claims against the CONSULTANT arising out of such fault, defect, error, omission, inconsistency, or breach. Emails shall be considered adequate written notice for purposes of this Agreement.

3. Standard of Care: CONSULTANT shall perform its services in a professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of professionals providing the same services in the same or a similar locality as the Project. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE THAT WILL OR CAN ARISE OUT OF THE SERVICES PROVIDED BY CONSULTANT OR THIS AGREEMENT.

4. Waiver of Consequential Damages/Limitation of Liability: CLIENT agrees that CONSULTANT's aggregate liability for all claims that may be asserted by CLIENT is limited to \$50,000 or to the fee paid to CONSULTANT under this Agreement, whichever is greater. Both CLIENT and CONSULTANT hereby waive any right to pursue claims for consequential damages against one another, including any claims for lost profits.

5. Representations of CLIENT: CLIENT warrants and covenants that sufficient funds are available or will be available upon receipt of CONSULTANT's invoice to make payment in full for the services rendered by CONSULTANT.

6. Ownership of Instruments of Service: All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by the CONSULTANT as instrument of service, shall remain the property of the CONSULTANT. The CONSULTANT shall retain all common law, statutory and other rights, including the copyright thereto. In the event of termination of this Agreement and upon full payment of fees owed to CONSULTANT, CONSULTANT shall make available to CLIENT copies of all plans and specifications.

7. Change Orders: CONSULTANT will treat as a proposed change order any written or oral order (including directions, instructions, interpretations, or determinations) from CLIENT which requests changes in the Agreement or CONSULTANT's Scope of Services. If CONSULTANT accepts the proposed

change order, CONSULTANT will give CLIENT written notice within ten (10) days of acceptance of any resulting increase in CONSULTANT's fees.

8. Opinion of Cost/Cost Estimates: Since the CONSULTANT has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of determining prices, or over competitive bidding or market conditions, any and all opinions as to costs rendered hereunder, including but not limited to opinions as to the costs of construction and materials, shall be made on the basis of CONSULTANT'S experience and qualifications and represent its reasonable judgment as an experienced and qualified professional familiar with the construction industry; but the CONSULTANT cannot and does not guarantee the proposals, bids or actual costs will not vary significantly from opinions of probable costs prepared by it. If at any time the CLIENT wishes assurances as to the amount of any costs, CLIENT shall employ an independent cost estimator to make such determination.

9. Assignment and Third Parties: Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the CLIENT and CONSULTANT, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and the CONSULTANT and not for the benefit of any other party. Neither the CLIENT nor the CONSULTANT shall assign, sublet, or transfer any rights under or interests in this Agreement without the written consent of the other, which shall not be unreasonably withheld. However, nothing contained herein shall prevent or restrict the CONSULTANT from employing independent subconsultants as the CONSULTANT may deem appropriate to assist in the performance of services hereunder.

10. Project Site: Should CLIENT not be owner of the Project site, then CLIENT agrees to notify the site owner of the possibility of unavoidable alteration and damage to the site. CLIENT further agrees to indemnify, defend, and hold harmless CONSULTANT against any claims by the CLIENT, the owner of the site, or persons having possession of the site which are related to such alteration or damage.

11. Access to Site: CLIENT is responsible for providing legal and unencumbered access to site, including securing all necessary site access agreements or easements, to the extent necessary for the CONSULTANT to carry out its services.

12. Survival: All of CLIENT's obligations and liabilities, including but not limited to, its indemnification obligations and limitations of liability, and CONSULTANT's rights and remedies with respect thereto, shall survive completion, expiration or termination of this Agreement.

13. Termination: Either party may terminate the Agreement with or without cause upon ten (10) days advance written notice, if the other party has not cured or taken reasonable steps to cure the breach giving rise to termination within the ten (10) day notice period. If CLIENT terminates without cause or if CONSULTANT terminates for cause, CLIENT will pay CONSULTANT for all costs incurred, non-cancelable commitments, and fees earned to the date of termination and through demobilization, including any cancellation charges of vendors and subcontractors, as well as demobilization costs.

14. Severability: If any provision of this Agreement, or application thereof to any person or circumstance, is found to be invalid then such provision shall be modified if possible, to fulfill the intent of the parties as reflected in the original provision. The remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby, and each provision of this Agreement shall be valid and enforced to the fullest extent permitted by applicable law.

15. No Waiver: No waiver by either party of any default by the other party in the performance of any provision of this Agreement shall operate as or be

construed as a waiver of any future default, whether like or different in character.

16. Merger, Amendment: This Agreement constitutes the entire Agreement between the CONSULTANT and the CLIENT and all negotiations, written and oral understandings between the parties are integrated and merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the CONSULTANT and the CLIENT.

17. Unforeseen Occurrences: If, during the performance of services hereunder, any unforeseen hazardous substance, material, element of constituent or other unforeseen conditions or occurrences are encountered which affects or may affect the services, the risk involved in providing the service, or the recommended scope of services, CONSULTANT will promptly notify CLIENT thereof. Subsequent to that notification, CONSULTANT may: (a) if practicable, in CONSULTANT's sole judgment and with approval of CLIENT, complete the original Scope of Services in accordance with the procedures originally intended in the Proposal; (b) Agree with CLIENT to modify the Scope of Services and the estimate of charges to include study of the previously unforeseen conditions or occurrences, such revision to be in writing and signed by the parties and incorporated herein; or (c) Terminate the services effective on the date of notification pursuant to the terms of the Agreement.

18. Force Majeure: Should completion of any portion of the Agreement be delayed for causes beyond the control of or without the fault or negligence of CONSULTANT, including force majeure, the reasonable time for performance shall be extended for a period at least equal to the delay and the parties shall mutually agree on the terms and conditions upon which Agreement may be continued. Force majeure includes but is not restricted to acts of God, acts or failures of governmental authorities, acts of CLIENT's contractors or agents, fire, floods, epidemics, pandemics, riots, quarantine restrictions, strikes, civil insurrections, freight embargoes, and unusually severe weather.

19. Safety: CONSULTANT is not responsible for site safety or compliance with the Occupational Safety and Health Act of 1970 ("OSHA"). Job site safety remains the sole exclusive responsibility of CLIENT or CLIENT's contractors, except with respect to CONSULTANT'S own employees. Likewise, CONSULTANT shall have no right to direct or stop the work of CLIENT's contractors, agents, or employees.

20. Dispute Resolution/Arbitration: Any claim or other dispute arising out of or related to this Agreement shall first be subject to non-binding mediation in accordance with the then-current Construction Industry Mediation Procedures of the American Arbitration Association ("AAA"). If mediation is unsuccessful, such claim or other dispute shall be subject to arbitration in accordance with the AAA's then-current Construction Industry Arbitration Rules. Any demand for arbitration shall be filed in writing with the other party and with the American Arbitration Association. CLIENT agrees to the inclusion in such arbitration (whether by initial filing, by joinder or by consolidation) of any other parties and of any other claims arising out of or relating to the Project or to the transaction or occurrence giving rise to the claim or other dispute between CLIENT and CONSULTANT.

21. Independent Contractor: In carrying out its obligations, CONSULTANT shall always be acting as an independent contractor and not an employee, agent, partner, or joint venture of CLIENT. CONSULTANT's work does not include any supervision or direction of the work of other contractors, their employees or agents, and CONSULTANT's presence shall in no way create

any liability on behalf of CONSULTANT for failure of other contractors, their employees, or agents to perform their work properly or correctly.

22. Hazardous Substances: CLIENT agrees to advise CONSULTANT upon execution of this Agreement of any hazardous substances or any condition existing in, on or near the Project Site presenting a potential danger to human health, the environment or equipment. By virtue of entering into the Agreement or of providing services, CONSULTANT does not assume control of, or responsibility for, the Project site or the person in charge of the Project site or undertake responsibility for reporting to any federal, state, or local public agencies, any conditions at the Project site that may present a potential danger to the public, health, safety, or environment except where required of CONSULTANT by applicable law. In the event CONSULTANT encounters hazardous or toxic substances or contamination significantly beyond that originally represented by CLIENT, CONSULTANT may suspend or terminate the Agreement. CLIENT acknowledges that CONSULTANT has no responsibility as a generator, treater, storer, or disposer of hazardous or toxic substances found or identified at a site. Except to the extent that CONSULTANT has negligently caused such pollution or contamination, CLIENT agrees to defend, indemnify, and hold harmless CONSULTANT, from any claim or liability, arising out of CONSULTANT'S performance of services under the Agreement and made or brought against CONSULTANT for any actual or threatened environmental pollution or contamination if the fault (as defined in N.C.G.S. 22B-1(f)(7)) of CLIENT or its derivative parties (as defined in N.C.G.S. 22B-1(f)(3)) is a proximate cause of such claim or liability.

23. Choice of Law: The validity, interpretation, and performance of this Agreement shall be governed by and construed in accordance with the law of the State of North Carolina, excluding only its conflicts of laws principles.

24. Construction Services: If construction administration and review services are requested by the CLIENT, CLIENT agrees that such administration, review, or interpretation of construction work or documents by CONSULTANT shall not relieve any contractor from liability in regard to its duty to comply with the applicable plans, specifications, and standards for the Project, and shall not give rise to a claim against CONSULTANT for contractor's failure to perform in accordance with the applicable plans, specifications or standards.

25. Field Representative: If CONSULTANT provides field services or construction observation services, the presence of the CONSULTANT's field personnel will only be for the purpose of providing observation and field testing of specific aspects of the Project. Should a contractor be involved in the Project, the CONSULTANT's responsibility does not include the supervision or direction of the actual work of any contractor, its employees, or agents. All contractors should be so advised. Contractors should also be informed that neither the presence of the CONSULTANT's field representative nor the observation and testing by the CONSULTANT shall excuse contractor in any way for defects in contractor's work. It is agreed that the CONSULTANT will not be responsible for job or site safety on the Project and that the CONSULTANT does not have the right to stop the work of any contractor.

26. Submittals: CONSULTANT's review of shop drawings and other submittals is to determine conformity with the design concept only. Review of shop drawings and submittals does not include means, methods, techniques, or procedures of construction, including but not limited to, safety requirements.



EXHIBIT II

Fee & Expense Schedule

Description	Rate
Engineering & Planning	
Construction Project Professional	\$ 155
Construction Manager I	\$ 160
Construction Manager II	\$ 175
Senior Construction Manager	\$ 200
CAD Technician I	\$ 110
CAD Technician II	\$ 125
Senior CAD Technician	\$ 150
Designer I	\$ 140
Designer II	\$ 160
Senior Designer	\$ 180
Landscape Architect I	\$ 160
Landscape Architect II	\$ 185
Landscape Architect III	\$ 205
Senior Landscape Architect	\$ 225
Landscape Designer I	\$ 140
Landscape Designer II	\$ 150
Planning Technician	\$ 120
Planner I	\$ 130
Planner II	\$ 150
Planner III	\$ 175
Senior Planner	\$ 185
Project Engineer I	\$ 175
Project Engineer II	\$ 185
Project Engineer III	\$ 205
Senior Project Engineer	\$ 225
Assistant Project Manager	\$ 185
Project Manager	\$ 205
Senior Project Manager	\$ 225
Resident Project Representative I	\$ 105
Resident Project Representative II	\$ 125
Resident Project Representative III	\$ 140
Senior Resident Project Representative	\$ 150
Staff Professional I	\$ 95
Staff Professional II	\$ 150
Staff Professional III	\$ 160
Staff Professional IV	\$ 200
Senior Staff Professional	\$ 210
Senior Technical Consultant	\$ 260
Client Experience Manager	\$ 240
Director	\$ 245
Principal	\$ 270
Zoning Specialist	\$ 350
Project Coordinators	
Project Coordinator I	\$ 100
Project Coordinator II	\$ 120
Project Coordinator III	\$ 130
Senior Project Coordinator	\$ 140
Lead Project Coordinator	\$ 150

Description	Rate
Funding & Asset Management	
GIS Senior Specialist	\$ 175
GIS Specialist	\$ 155
GIS Survey Technician I	\$ 80
GIS Survey Technician II	\$ 105
GIS Survey Technician III	\$ 125
GIS Survey Lead	\$ 140
GIS Technician	\$ 100
GIS Analyst I	\$ 125
GIS Analyst II	\$ 140
GIS Project Manager	\$ 175
GIS Manager	\$ 225
F&AM Assistant Project Manager	\$ 170
Intern I	\$ 70
Intern II	\$ 90
F&AM Implementation Specialist	\$ 155
F&AM Project Consultant I	\$ 125
F&AM Project Consultant II	\$ 135
F&AM Project Consultant III	\$ 140
F&AM Project Consultant IV	\$ 145
F&AM Senior Project Consultant I	\$ 155
F&AM Senior Project Consultant II	\$ 160
F&AM Project Manager	\$ 175
F&AM Principal	\$ 270
F&AM Director	\$ 245
F&AM Staff Professional I	\$ 75
F&AM Staff Professional II	\$ 120
F&AM Staff Professional III	\$ 160
F&AM Staff Professional IV	\$ 200
F&AM Senior Project Manager	\$ 225
F&AM Senior Technical Consultant	\$ 255
Geomatics	
Geomatics CAD I	\$ 105
Geomatics CAD II	\$ 125
Geomatics CAD III	\$ 140
Geomatics Project Manager I	\$ 175
Geomatics Project Manager II	\$ 185
Geomatics Project Manager III	\$ 215
Geomatics Project Professional I	\$ 155
Geomatics Project Professional II	\$ 180
Geomatics Principal	\$ 250
Geomatics Remote Sensing Crew I	\$ 225
Geomatics Remote Sensing Crew II	\$ 315
Geomatics Survey Crew I	\$ 160
Geomatics Survey Crew II (2 Man)	\$ 195
Geomatics Survey Crew III (3 Man)	\$ 240
Geomatics Senior Manager	\$ 225
Geomatics Survey Tech I	\$ 65
Geomatics Survey Tech II	\$ 95
Geomatics Survey Tech III	\$ 125
Geomatics Survey Tech IV	\$ 135
Geomatics Sr. Technical Consultant	\$ 225
Geomatics SUE Crew 1	\$ 195
Geomatics SUE Crew 2	\$ 265

Description	Rate
Environmental	
Environmental Technician I	\$ 85
Environmental Technician II	\$ 100
Environmental Technician III	\$ 105
Senior Environmental Technician	\$ 120
Environmental Project Geologist I	\$ 155
Environmental Project Geologist II	\$ 170
Environmental Project Geologist III	\$ 195
Environmental Senior Project Geologist	\$ 215
Environmental Assistant Project Manager	\$ 170
Environmental Project Manager	\$ 195
Environmental Senior Project Manager	\$ 215
Environmental Director	\$ 245
Environmental Project Engineer I	\$ 155
Environmental Project Engineer II	\$ 170
Environmental Project Engineer III	\$ 195
Environmental Senior Project Engineer	\$ 215
Environmental Principal	\$ 270
Environmental Project Scientist I	\$ 155
Environmental Project Scientist II	\$ 170
Environmental Project Scientist III	\$ 195
Senior Environmental Project Scientist	\$ 215
Environmental Scientist I	\$ 110
Environmental Scientist II	\$ 135
Environmental Scientist III	\$ 145
Environmental Geologist I	\$ 110
Environmental Geologist II	\$ 135
Environmental Geologist III	\$ 145
Environmental Professional I	\$ 110
Environmental Professional II	\$ 135
Environmental Professional III	\$ 145
Environmental Senior Technical Consultant	\$ 240
Administrative	
Administrative Assistant	\$ 70
Administrative Assistant I	\$ 85
Administrative Assistant II	\$ 95
Administrative Assistant III	\$ 105
Marketing Administration I	\$ 95
Marketing Administration II	\$ 125
Director of Marketing	\$ 155
Office Administration	\$ 75
Office Administrator I	\$ 125
Office Administrator II	\$ 130
Office Administrator III	\$ 135
Expenses	
Bond Prints (Per Sheet)	\$ 1.75
Mylar Prints (Per Sheet)	\$ 11.00
Mileage	Per IRS
Delivery - Project Specific (Distance & Priority)	
Subcontractor Fees (Markup)	1.15
Expenses / Reprod. / Permits (Markup)	1.15
Other	
Expert Witness	\$ 400

ATTACHMENT A

ARPA FEDERAL CONTRACT PROVISIONS

1. LEGAL REMEDIES PROVISION AND TERMINATION PROVISION

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

Contracts other than small purchases shall contain provisions or conditions which will allow for administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as may be appropriate. All contracts in excess of \$10,000 shall contain suitable provisions for termination by the grantee including the manner by which it will be effected and the basis for settlement. In addition, such contracts shall describe conditions under which the contract may be terminated for default as well as conditions where the contract may be terminated because of circumstances beyond the control of the contractor.

Termination for Cause: Event of Default

- a. CLIENT may terminate contract with written notice of violation or breach of contract provided, however, that no such violation shall occur until the CLIENT has been given written notice of the breach and thirty (30) days to cure have elapsed.
- b. CLIENT may terminate contract for default in performance provided, however, that no such default shall occur until the CLIENT has been given written notice of the default and 30 days to cure have elapsed
- c. CLIENT may terminate contract for misrepresentation if any representation or warranty made by the CONSULTANT in connection with the Contract or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.

Remedies: If an Event of Default shall occur, the CLIENT shall have the following rights and remedies, which are exercisable at the CLIENT's sole discretion, and are cumulative, concurrent, and independent rights

- a. In the event that the CLIENT finds that it is inadvisable or impossible to continue the execution of the project; or if CONSULTANT shall fail to fulfill in a timely and proper manner its obligations under this Agreement; or, if CONSULTANT shall violate any of the covenants, agreements, or stipulations of this Agreement; or if CONSULTANT becomes subject to a voluntary or involuntary adjudication of bankruptcy or makes a general assignment for the benefit of creditors; then the CLIENT has the right to terminate at any time this Agreement or any task or phase of work being performed herein by providing thirty days written notice to CONSULTANT of such termination and specifying the effective date of such termination; provided, however, that during such period of thirty (30) days CONSULTANT shall have the opportunity to remedy such failures or violations to avoid such termination.
- b. In the event of termination, as provided herein, CONSULTANT shall be paid for all services performed and actual expenses incurred up to the effective date of the termination of services and any fees or expenses post termination effective date that may be incurred associated with transitioning the work to the CLIENT or the CLIENT's affiliate.

2. CONFLICT OF INTEREST

(2 CFR Part §200.318 General Procurement Standards): Interest of Members, Officers, Or Employees Of The Recipient, Members Of Local Governing Body, Or Other Public Officials

No member, officer, or employee of the CLIENT, or its agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for one year thereafter, shall have any financial interest, either direct or indirect, in any contract or subcontract, or the proceeds under this Agreement. Immediate family members of said members, officers, employees, and officials are similarly barred from having any financial interest in the program. The CLIENT and CONSULTANT shall incorporate, or cause to be incorporated, in all such contracts or subcontracts, a provision prohibiting such interest pursuant to the purpose of this section.

3. INTEREST OF CONSULTANT AND EMPLOYEES

The CONSULTANT covenants that they presently have no interest and shall not acquire interest, direct or indirect, in the project areas or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder.

4. ACCESS TO RECORDS AND RECORD RETAINAGE CLAUSE

In general, all official project records and documents, including personal property and financial records, adequate to identify and account for all costs pertaining to the Agreement and such other records as may be deemed necessary by the CLIENT to assure proper accounting for all project funds, must be maintained during the operation of this project and for a period of three (3) years following close out in compliance with 2 CFR 200.334-338, unless permission to destroy them is granted by the CLIENT. The North Carolina Department of the Treasurer, the Comptroller General of the United States, and the North Carolina Department of Environmental Quality, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Administering Agency which are pertinent to the execution of this Agreement, for the purpose of making audits, examinations, excerpts and transcriptions in compliance with the above Rule.

5. PERSONNEL & SUBCONTRACTING

- A. The CONSULTANT represents that they have, or will secure at their own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of the CLIENT.
- B. All of the services required hereunder will be performed by the CONSULTANT or under their supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services.
- C. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the CLIENT.
- D. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

6. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

7. LOBBYING CLAUSE

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

As required by 31 U.S.C. Section 1352, Byrd Anti-Lobbying Amendment, Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the non-Federal award.

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative, agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid any person for influencing or attempting to influence an officer or employee or any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

8. AMERICAN RESCUE PLAN ACT (ARPA) CIVIL RIGHTS COMPLIANCE

(As stated in 'Compliance and Reporting Guidance, State & Local Fiscal Recovery Funds'; U.S. Department of The Treasury)

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23.

9. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689)

(As stated in 2 CFR Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards)

A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(This space left intentionally blank)

ATTACHMENT B

DEBARMENT STATUS CERTIFICATION

This form must be attached and made a part of all contracts obligated by grantees and paid with federal funds.

By entering into this Agreement, the CONTRACTOR certifies that they nor any person or firm who has an interest in the CONTRACTOR's firm is a person or firm ineligible to be awarded Government contracts by virtue of 29 CFR 5.12(a)(1), 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 29 CFR 5.12(a)(1), 29 CFR §5.12, 2 CFR § 2424, 2 CFR § 180.220, and 40 U.S. Code § 3144, or, if applicable, by virtue of Section 3(a) of the Davis-Bacon Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001 and 18 U.S.C. 1010.

CONTRACTOR INFORMATION

(Authorized Signature)	WithersRavenel, Inc (Name of Contractor)
(Printed Name and Title)	115 MacKenan Drive (Street Address and/or PO Box)
(Date)	Cary, NC 27511 (City, State, Zip Code)
Fed ID 56-1740520 / DUNS 604477039 (DUNS, Tax Identification or Social Security Number)	

FOR FUNDING RECIPIENT USE ONLY

The Federal List of Parties Excluded from Federal Procurement or Non-procurement Programs (www.sam.gov) and State of North Carolina Debarred Vendors List (<http://ncadmin.nc.gov/government-agencies/procurement/contracts/debarred-vendors>) have been checked and the above contractor or subcontractor has been determined to be eligible to participate in a federally assisted project. Attached is the documentation proving eligibility (websites printout).

(Signature of Verifying Officer)	(Local Government Name)
(Printed Name and Title)	(Project Name)
(Date)	(Project Number)



WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	<i>Registration Status</i> ● Active Registration	<i>Expiration Date</i> Dec 5, 2023
CAGE/NCAGE 8T6L1	Purpose of Registration All Awards	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903, United States	

Version

Current Record





WITHERSRAVENEL, INC.

Unique Entity ID SK8ECFTPUEH7	CAGE / NCAGE 8T6L1	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Dec 5, 2023	
Physical Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	Mailing Address 115 Mackenan DR Cary, North Carolina 27511-7903 United States	

Business Information

Doing Business as (blank)	Division Name (blank)	Division Number (blank)
Congressional District North Carolina 04	State / Country of Incorporation North Carolina / United States	URL www.withersravenel.com

Registration Dates

Activation Date Dec 7, 2022	Submission Date Dec 5, 2022	Initial Registration Date Aug 21, 2020
---------------------------------------	---------------------------------------	--

Entity Dates

Entity Start Date Apr 23, 1991	Fiscal Year End Close Date Dec 31
--	---

Immediate Owner

CAGE 8PQT6	Legal Business Name WITHERSRAVENEL, INC. EMPLOYEE STOCK OWNERSHIP TRUST
----------------------	---

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
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Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2.C.F.R. 200 Appendix XII. Their responses are not displayed in SAM. They are sent to FAPIIS.gov for display as applicable. Maintaining an active registration in SAM demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors Subchapter S Corporation
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
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EFT Indicator 0000	CAGE Code 8T6L1
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Points of Contact**Electronic Business**

☒ Christopher C Bryant	115 Mackenan Drive Cary, North Carolina 27511 United States
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Government Business

☒ Kerry T Colwell	115 Mackenan Drive Cary, North Carolina 27511 United States
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Service Classifications**NAICS Codes**

Primary Yes	NAICS Codes	NAICS Title
	541330	Engineering Services
	237110	Water And Sewer Line And Related Structures Construction
	237210	Land Subdivision
	237310	Highway, Street, And Bridge Construction
	237990	Other Heavy And Civil Engineering Construction
	513210	Software Publishers
	518210	Computing Infrastructure Providers, Data Processing, Web Hosting, And Related Services
	541320	Landscape Architectural Services
	541340	Drafting Services
	541360	Geophysical Surveying And Mapping Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541512	Computer Systems Design Services
	541620	Environmental Consulting Services
	541990	All Other Professional, Scientific, And Technical Services
	561990	All Other Support Services
	562212	Solid Waste Landfill
	562910	Remediation Services

Product and Service Codes

PSC	PSC Name
B510	Special Studies/Analysis- Environmental Assessments
B517	Special Studies/Analysis- Geological
B532	Special Studies/Analysis- Soil

C219	Architect And Engineering- General: Other
F109	Environmental Systems Protection- Leaking Underground Storage Tank Support
F110	Environmental Systems Protection- Development Of Environmental Impact Statements And Assessments, Technical Analysis And Environmental Audits
R404	Support- Professional: Land Surveys-Cadastral (Non-Construction)
R425	Support- Professional: Engineering/Technical

Disaster Response

Yes, this entity appears in the disaster response registry.

Bonding Levels	Dollars
(blank)	(blank)

States	Counties	Metropolitan Statistical Areas
North Carolina South Carolina Virginia	(blank)	(blank)

ATTACHMENT C

E-VERIFY AFFIDAVIT

STATE OF NORTH CAROLINA
COUNTY OF Wake

.....
I, C. CHAN BRYANT (the individual attesting below), being duly authorized by and on behalf of WithersRavenel (the entity bidding on project hereinafter "Employer") after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a).
3. Employer is a person, business entity, or other organization that transacts business in this State and that employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO
4. Employer's subcontractors comply with E-Verify, and if Employer is the winning bidder on this project Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer.

This 5 day of January, 2023
Signature of Affiant: 
Print or Type Name: C. CHAN BRYANT
State of North Carolina County of Wake

Signed and sworn to (or affirmed) before me, this the 5

day of January, 2023

My Commission Expires:

10/18/26



(Affix Official/Notarial Seal)

**TOWN OF WAYNESVILLE COUNCIL MEMBERS
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Captain Fred Hall Week

AGENDA INFORMATION:

Agenda Location: Proclamation
Item Number:
Department: Administration
Contact: Mayor Gary Caldwell
Presenter: Mayor Gary Caldwell

BRIEF SUMMARY: Captain Fred Hall will be laid to rest on October 10th, 2023. To honor his service to our country and to acknowledge the sacrifices he made, the Town Council would like to proclaim October 8th-14th "Captain Fred Hall Week".

MOTION FOR CONSIDERATION:

FUNDING SOURCE/IMPACT: N/A

ATTACHMENTS:

- Captain Fred Hall Week Proclamation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

**TOWN OF WAYNESVILLE
PROCLAMATION IN HONOR OF
CAPTAIN FRED HALL WEEK**

WHEREAS Captain Frederick Mervyn Hall was born in Haywood County, North Carolina, in 1943; and

WHEREAS Capt. Fred Hall was heavily involved in our community and has close ties to Waynesville, working at the Recreation Center as a lifeguard and attending school at Waynesville Township High School; and

WHEREAS Capt. Hall, answering the call of service to his country, voluntarily enlisted in the United States Air Force in 1967, despite being exempt from the draft due to his status as an only son; and

WHEREAS After being married for only two months to Julia Hall, Capt. Hall was deployed to Vietnam in 1969; and

WHEREAS On April 12, 1969, Capt. Hall climbed into the rear seat of a McDonnell Douglas F-4 to serve as navigator for a mission to Quảng Nam Province. The mission was aborted, but on the return flight, Capt. Hall's aircraft crashed. Following an immediate search of the area, wreckage was discovered, but not the crew. Capt. Hall was declared missing in action by the United States; and

WHEREAS On February 9th, 1978, Hall was officially declared killed in action, despite the lack of discovery of his remains; and

WHEREAS After years of searching, Capt. Hall's remains were discovered on March 23rd, 2023 in Quảng Nam Province. Captain Frederick Mervyn Hall will be laid to rest on October 10th, 2023 at Green Hill Cemetery, Waynesville, NC, his hometown, following a service at First Presbyterian Church; and

WHEREAS Captain Fred M. Hall is an outstanding son of Haywood County, having lived most of his life here, impressing all those who knew him with his high moral fiber, devotion to God, love of his family, his friends, and a willingness to help others in times of need and love for these mountains of Western North Carolina; and

NOW, THEREFORE, be it proclaimed by the Waynesville Town Council, that the week of October 8th through October 14th, 2023 is Fred Hall Week.

IN WITNESS THEREOF, I have hereunto set my hand and caused to be affixed the official seal of the Town of Waynesville, this the 5th day of October 2023.

Gary Caldwell, Mayor

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Public Presentation on the Town of Waynesville’s Stormwater Program, General Stormwater Issues, and Erosion and Sedimentation, as required by the NPDES Permit.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenters: Elizabeth Teague, Development Services
Olga Grooman, Development Services
Christine O’Brien, Haywood Waterways

BRIEF SUMMARY:

The Town of Waynesville holds a National Pollutant Discharge Elimination System Permit (NPDES) issued by the NC Department of the Environmental Quality (NC DEQ) on August 19, 2021. The permit is valid for five (5) years. The purpose of the permit is to manage stormwater runoff, reduce the discharge of pollutants, and protect water quality within the Town’s jurisdiction.

The permit requirements are summarized in 57 goals/action items of the Town of Waynesville Stormwater Management Plan, which was officially approved by the NC DEQ. One of them is to “provide platform for public input on stormwater issues at Public Hearings,” helping to meet the NPDES Permit requirements for public education and outreach. This year’s required topic is “erosion and sedimentation.” Additionally, Haywood Waterways will provide an overview of their recent collaborative efforts with the Water Department to fix major sewer line breaks. This presentation is an opportunity for the Council and citizens to provide feedback, ask questions, and share their ideas or concerns.

MOTIONS FOR CONSIDERATION:

None.

FUNDING SOURCE/IMPACT:

The Town’s Stormwater program is administered by the Town’s Development Services, Public Services Departments, and Haywood Waterways Association. Additionally, the Town contracts with WithersRavenel for engineering services to review engineered stormwater plans.

ATTACHMENTS:

1. Power Point Presentation
2. Newspaper Notice

MANAGER’S COMMENTS AND RECOMMENDATIONS:

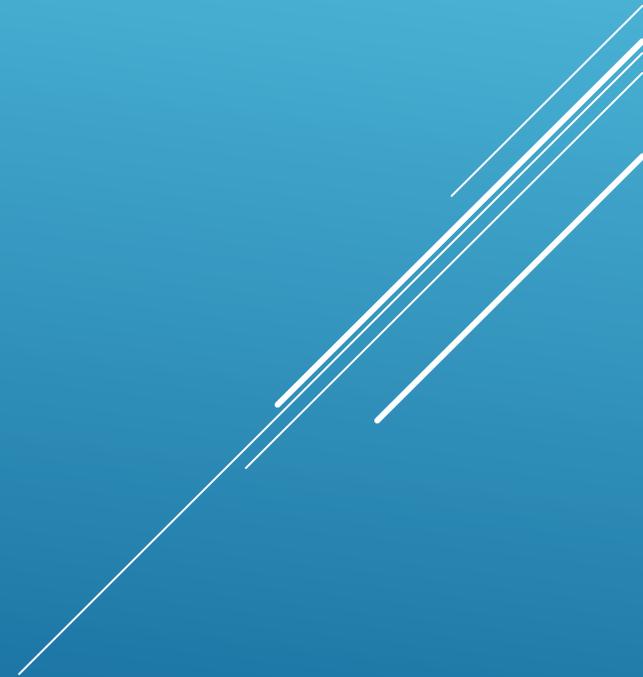
EROSION & SEDIMENTATION

- ▶ Where does it come from?
 - ▶ Why we should care?
 - ▶ Solutions

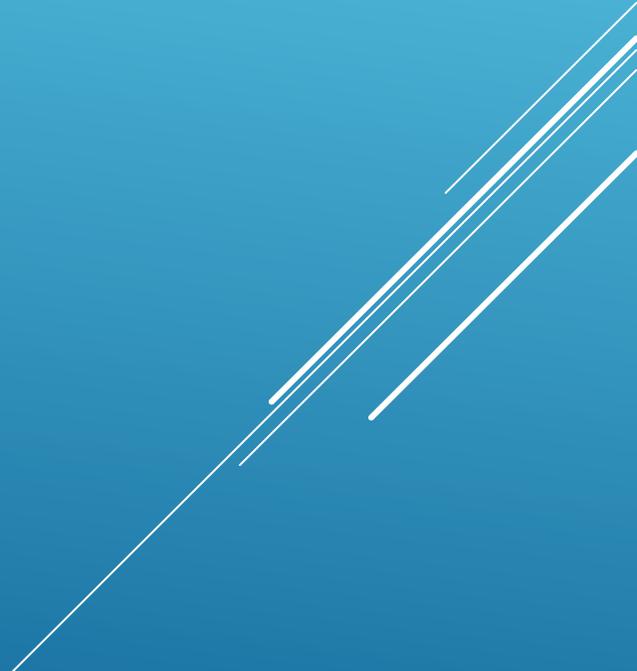
Christine O'Brien, Program Manager



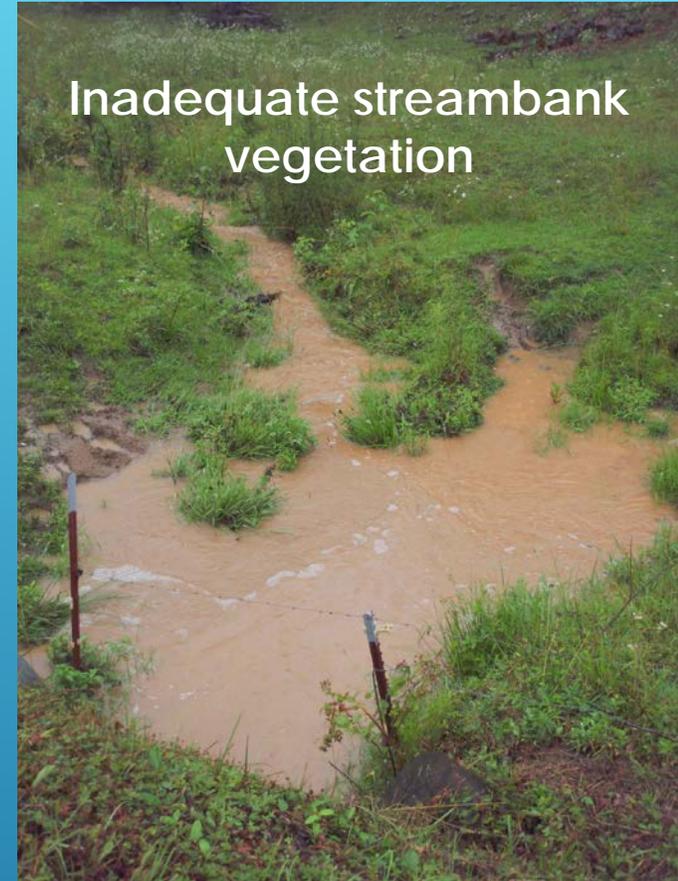
What is the #1 pollutant in
Haywood County??????



SEDIMENT!!



Where does it come from?





Insufficient cover crop



Building on steep terrain



Unpaved roads

Why should we care?



Tourism

2019 = \$204,260,000 / 1,900 jobs

2018 = \$189,940,000 / 1,840

2010 = \$116,310,000 / 1,300

2000 = \$ 99,960,000 / 1,590

1990 = \$ 55,130,000 / 1,260

Source: NC Dept of Commerce/Tourism



Solutions:

1. Reduce building on steep slopes
2. Direct water off unpaved roads into vegetated areas
3. Avoid mowing within 10-25 feet of a waterway

And.....



Plant! Plant! Plant!

Native plants are the best choice



How Can You Help?

Start at Home

Volunteer

Membership

Tell a Friend

Donate

Explore

Questions or Concerns call Haywood Waterways: 828-476-4667



Clean water starts with you!

LOCAL EXAMPLES OF EROSION & SEDIMENTATION MEASURES



Olga Grooman
Development Services

CONSTRUCTION ENTRANCE



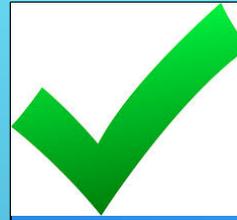
SILT FENCE- NOT STRONG ENOUGH



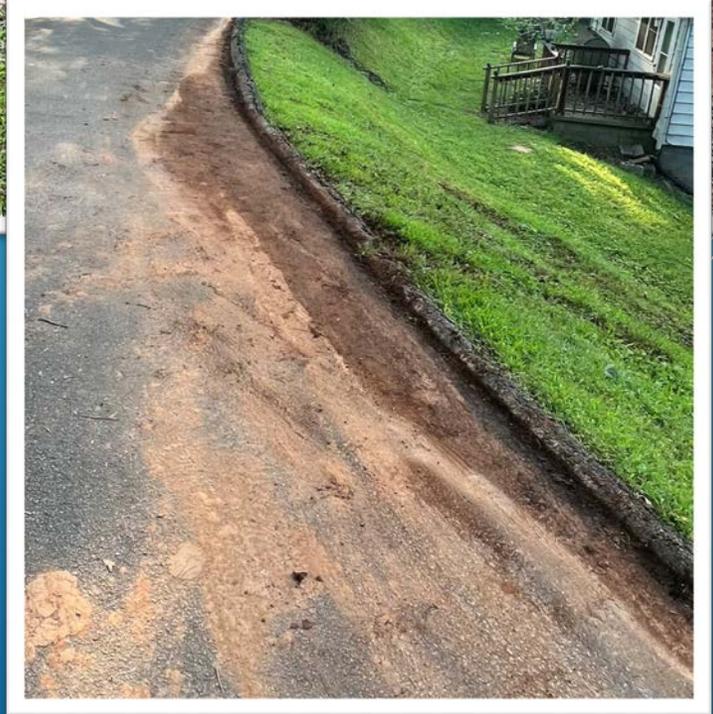
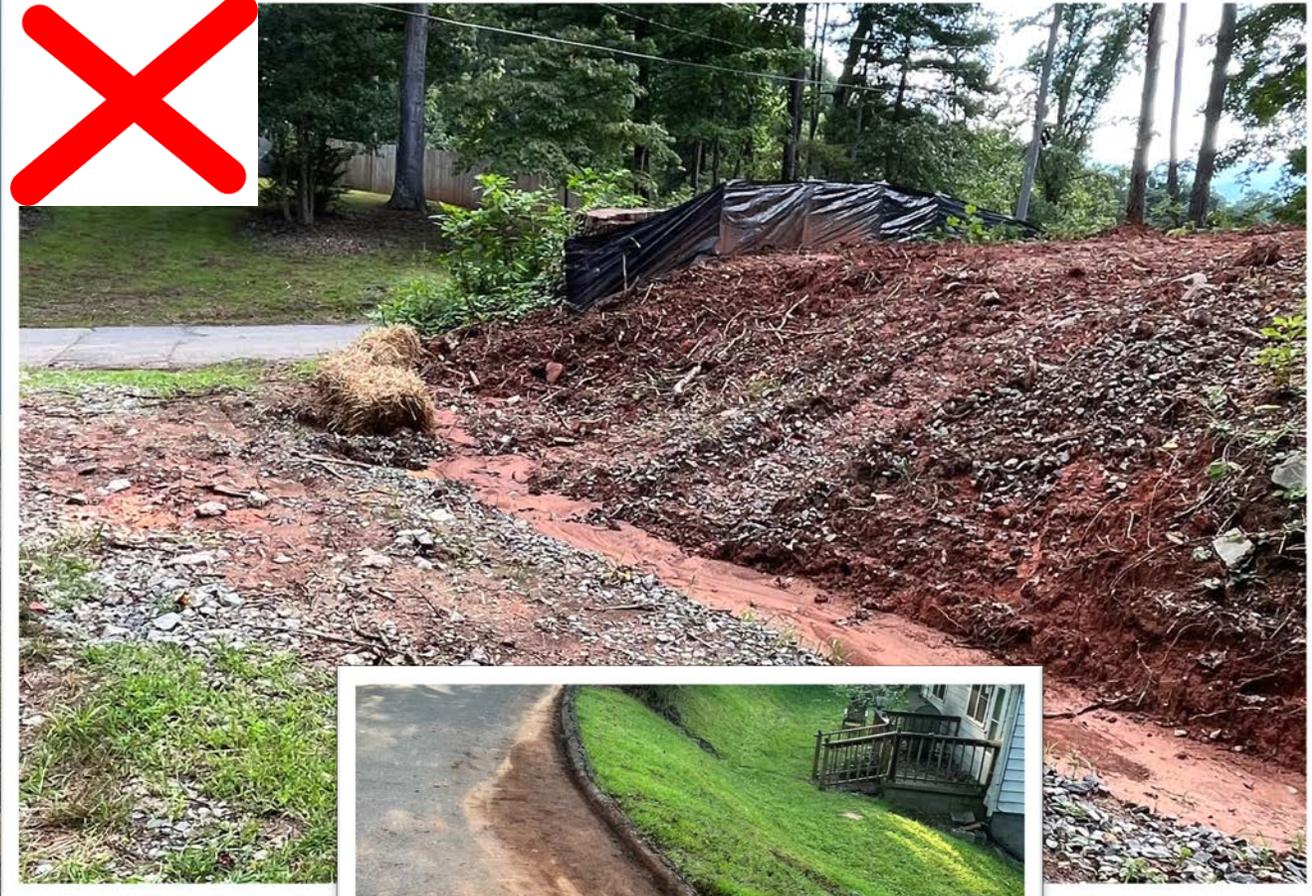
SILT FENCE- NOT INSTALLED



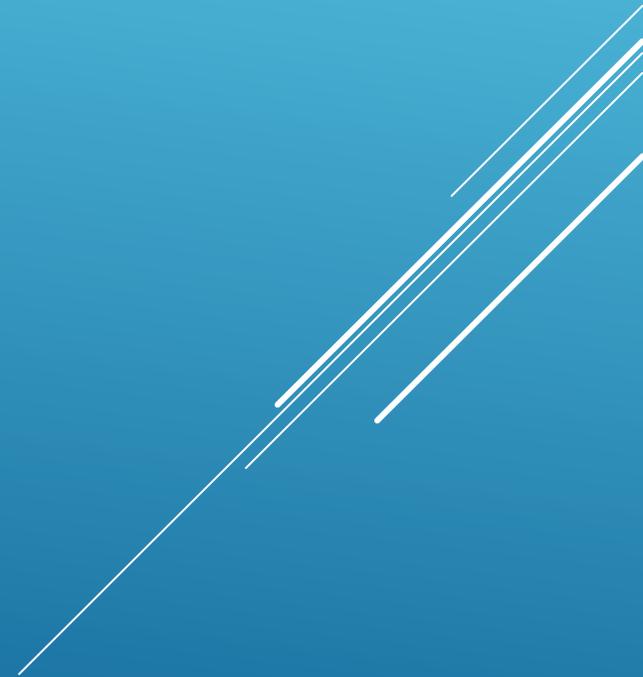
SILT FENCE- SEEPING THROUGH



STRAW

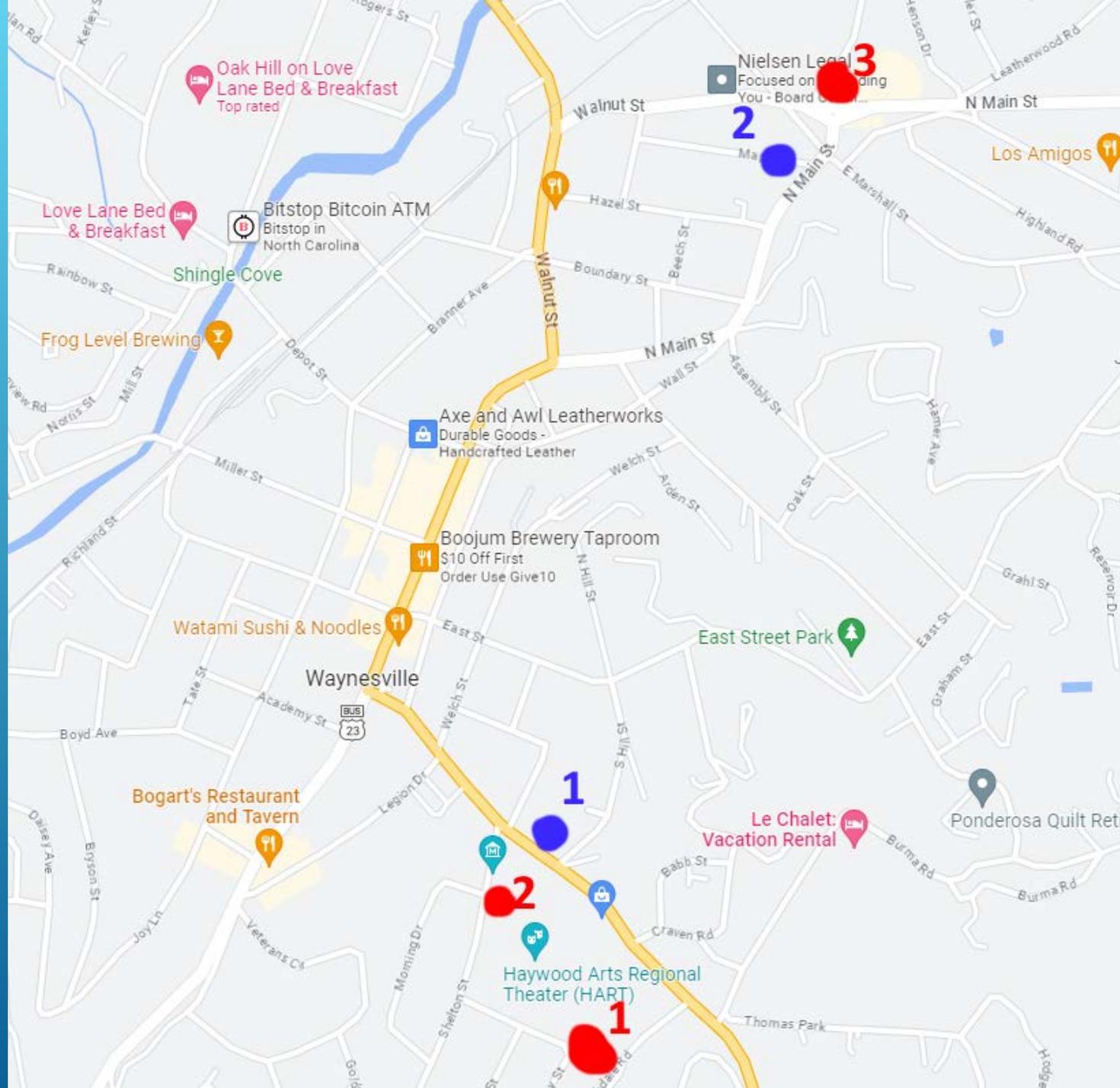


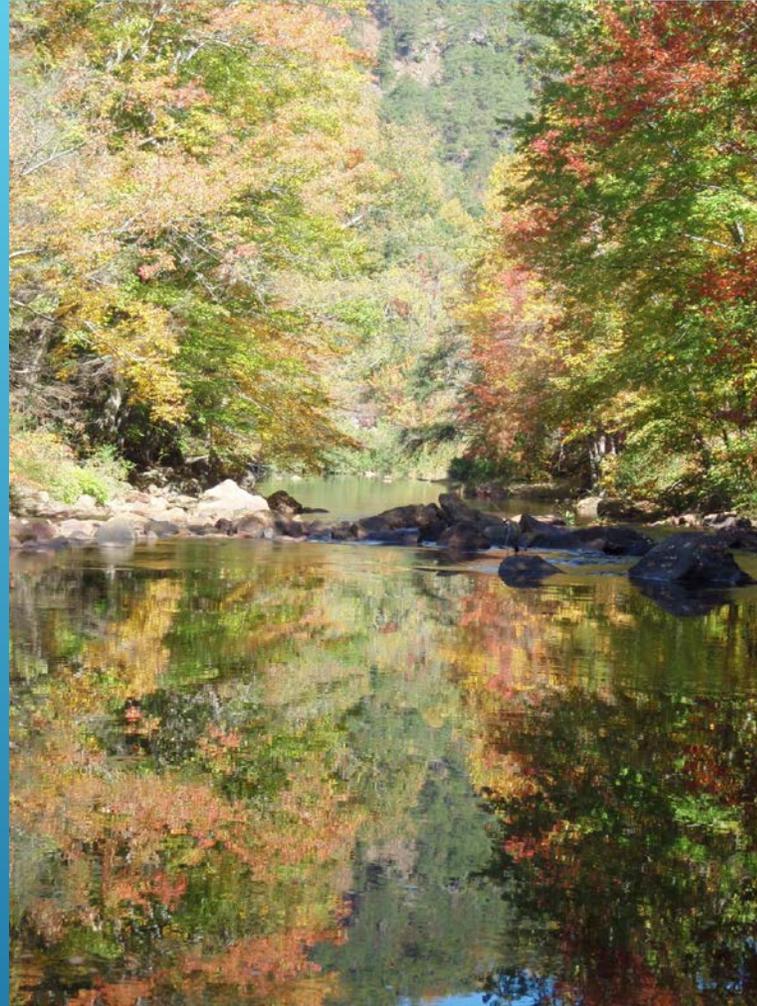
FECAL MONITORING UPDATE



Shelton Branch:
3 sewer issues
2 waterline issues

Browning Branch:
Investigation ongoing





THANKS!





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

FOR PUBLICATION IN THE MOUNTAINEER: September 27 and October 4 Wednesday Editions

Date: September 19, 2023

Contact: Olga Grooman, (828) 356-1172

Annual Stormwater Presentation Waynesville Town Council

Haywood Waterways and Development Services Department will give a public presentation about the stormwater program and stormwater-related issues on **October 10, 2023, beginning at 6:00 p.m.** or as closely thereafter as possible in the Town Hall Board Room located at 9 South Main Street, Waynesville. The topics will include: overview of the Town's NPDES Permit, erosion and sedimentation.

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: A Public Hearing to consider the text amendments to clarify the Zoning Board of Adjustment and quasi-judicial procedures in the Land Development Standards (LDS), in compliance with the G.S. 160D.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

The proposed text amendment will clarify the quorum and voting requirements for different types of quasi-judicial procedures as specified in the Chapter 160D-406(i)- *Quasi-Judicial Procedure* and variance criteria per 160D-705(d) *Quasi-Judicial Zoning Decisions*. In applying these changes, the staff consulted the Planning Board counsel Ron Sneed. On September 18, 2023, the Planning Board recommended this text amendment to the Town Council.

MOTIONS FOR CONSIDERATION:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.
2. Motion to adopt the Ordinance as presented (or as amended).

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Proposed Text Amendment
2. Consistency Statement Worksheet
3. Report from the Planning Board
4. Staff Report
5. Excerpts from NC G.S. 160D
6. Newspaper notice

MANAGER'S COMMENTS AND RECOMMENDATIONS:

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO. O-42-23

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

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of 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 text amendments to the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because they support:

- Goal # 1: to “promote smart growth in land use planning and zoning;”

WHEREAS, the Planning Board has reviewed and recommends the proposed text amendments for enactment by the Town Council; and

WHEREAS, the Town Council find this Ordinance is consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes.”

WHEREAS, after notice duly given, a public hearing was held on September 18, 2023 at the regularly scheduled meeting of the Waynesville Planning Board, and on October 10, 2023 at the regularly scheduled meeting of the Waynesville Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON OCTOBER 10, 2023, AND WITH A MAJORITY OF THE COUNCIL MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Land Development Standards be amended as follows (in red):

1. Amend Section 14.4 Board of Adjustment as follows:

14.4 Board of Adjustment.

14.4.1 Powers and Duties.

The Board of Adjustment of Waynesville shall have the following powers and duties to be carried out in accordance with the terms of this ordinance:

- A. To hear and decide appeals from any order, requirement, permit, decision or determination issued by an administrative officer of the town in enforcing any provision of the Town of Waynesville Minimum Housing Codes.
- B. LDS Decisions: The Board of Adjustment shall render final decisions regarding the following permits types (see also Chapter 15):
 - 1. Appeal of any Administrative decisions (15.6-7, 15.8.1, 15.12)
 - 2. Appeals of Historic Preservation Commission Decision regarding Certificate of Appropriateness (Major) (15.11.3)
 - 3. Variances (15.13)
- C. The Board of Adjustment shall also have any additional powers and duties as may be set forth for in other laws and regulations or at the direction of the Board of Aldermen.

14.4.2 Membership and Quorum.

- A. The Waynesville Board of Adjustment shall consist of the number of members referenced and indicated in the most current version of the Town of Waynesville Boards and Commissions Manual which may from time to time be updated or amended. A quorum, **consisting of simple majority of members of four fifths (4/5) of the membership shall be necessary to transact any business, except consideration of variance applications, in compliance with the following subsection.**
- B. ~~The Board shall not pass upon any question relating to an appeal from a decision, order, requirement or determination of town officials or an application for a variance when there are less than four fifths (4/5) of the board members with jurisdictional authority present.~~

Per 160D-406(i), the concurring vote of four-fifths (4/5) of the Board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter. Vacant positions on the Board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the Board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.
- C. The Waynesville Board of Aldermen shall appoint members from within the Town limits and, if the Town is exercising Extraterritorial Jurisdiction, one (1) or more members shall be appointed by the Haywood County Commissioners as set forth in G.S. 160A-362 to provide for proportional representation of residents within the Extraterritorial Jurisdiction. As vacancies occur the Administrator shall advise the appropriate governing board to make appointments or reappointments as necessary to maintain this proportional representation based on best available estimates of current population of the Town and the Extraterritorial Jurisdiction. The representatives of the Extraterritorial Jurisdiction shall have equal rights, privileges and duties with the other members of the Board of Adjustment.
- D. All members shall serve three (3) year terms and may succeed themselves.
- E. Officers shall be elected in accordance with the adopted rules of procedure.

- F. Meetings shall be held on the date and time as referenced in the Town of Waynesville Boards and Commission Manual and may from time to time be updated or amended.

(Ord. of 5-27-2014(1) ; Ord. No. O-01-15 , § 10, 1-27-2015)

2. Amend Section 15.13.3.B Standard of Review as follows:

B. **Standard of Review (per 160D-705(d)):**

1. **General Variance Requests:** The Board of Adjustment shall not grant a variance unless and until it makes all of the following findings:

~~a. That there are unnecessary hardships in the way of carrying out the strict letter of this chapter~~

~~b. Reserved.~~

~~c. That special conditions and circumstances exist which are peculiar to the land, structure or building involved and which are not applicable to other lands, structures or buildings located in the same land development district.~~

~~d. That the special conditions and circumstances do not result from the actions of the applicant. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance shall not be regarded as a self-created hardship.~~

~~e. That the variance is in harmony with the general purpose and intent of this chapter and preserves its spirit.~~

~~f. That the variance is the minimum necessary to afford relief.~~

~~g. That the public safety and welfare have been assured and substantial justice has been done.~~

a. Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.

b. The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.

c. The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.

d. The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance.

3. Amend Section 15.14.2 Review by Planning Board as follows:

- C. **Additional Public Notification for Large Scale Amendments:** If the land development map amendment directly affects more than fifty (50) properties, owned by at least fifty (50) different property owners the Town may elect to utilize a Level 6 notification. When this occurs, the town may use the expanded published notice provisions found in the North Carolina General Statutes 160D-601 and 160D-602.

ADOPTED this _____ Day of _____, 2023.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



To: Waynesville Town Council
 From: Olga Grooman, Land Use Administrator
 Date: October 10, 2023
 Subject: Text Amendment Statement of Consistency
 Description: Text amendments to clarify the Zoning Board of Adjustment and quasi-judicial procedures in the Land Development Standards (LDS), in compliance with the NC G.S. 160D.
 Ordinance Section: Sections 14.4.2, 15.13.13, and 15.14.2 of the LDS
 Address: Development Services initiated text amendment

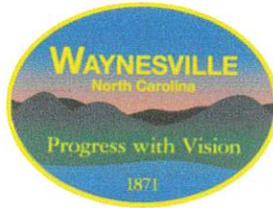
The Town Council hereby finds that:

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

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

The zoning amendment **is rejected because it is inconsistent with the Town’s Comprehensive Land Plan and is not reasonable and in the public interest** because: _____

In addition to approving this zoning amendment, this approval is **also deemed an amendment to the Town’s Comprehensive Land Use Plan**. The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: _____



To: Waynesville Town Council
 From: Olga Grooman, Land Use Administrator
 Date: October 10, 2023
 Subject: Planning Board Report and Statement of Consistency
 Description: Clarification of quasi-judicial procedures in Sections 14.4.2 and 15.13 of the Land Development Standards (LDS), in compliance with the G.S. 160D
 Applicant: Development Services Initiated Text Amendment

The Planning Board hereby adopts and recommends to the Town Council the following statement(s):

1. A motion was made by Board Chair Susan Teas Smith and seconded by Board member Ginger Hain that the text amendment is **approved as proposed because it is consistent with the Town's Comprehensive Land Use Plan and is reasonable and in the public interest** because it is consistent with:

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

- Encourage in-fill, mixed use, and context-sensitive development.

Planning Board Chair Susan Teas Smith also added that this text amendment provides an ordinance that is consistent with the NC G.S. 160D.

The motion carried unanimously.

2. Additionally, the Planning Board **recommends that the Town Council adopt the text amendment** to clarify the quasi-judicial procedures under the G.S. 160D. Planning Board member Jan Grossman made a motion, seconded by Board member Barbara Thomas, to recommend the text amendment to the Town Council as presented.

The motion passed unanimously.

Susan Teas Smith 9/22/23
 Susan Teas Smith, Planning Board Chair Date

Esther Coulter 9-25-23
 Esther Coulter, Administrative Assistant Date

Waynesville Town Council Staff Report

Subject: Text amendments to clarify the Zoning Board of Adjustment and quasi-judicial procedures in the Land Development Standards (LDS), in compliance with the NC G.S. 160D.

Ordinance Section: Sections 14.4.2, 15.13.13, and 15.14.2 of the LDS

Applicant: Staff initiated text amendment; Development Services

Meeting Date: October 10, 2023

Background:

In 2021, the Town completed substantial updates to the Land Development Standards in order to comply with changes in the NC General Statutes guiding local land use regulations, referred to as “160D.” Recently, the staff identified remaining outdated information in the *Board of Adjustment* Section 14.4.2 and *Variances* Section 15.13 of the LDS. The staff wishes to correct the outdated information by clarifying the quorum and voting requirements for different types of quasi-judicial procedures as specified in the Chapter 160D-406(i)- *Quasi-Judicial Procedure* and variance criteria per 160D-705(d) *Quasi-Judicial Zoning Decisions*. In applying these changes, the staff consulted the Planning Board counsel Ron Sneed. On September 18, 2023, the Planning Board recommended this text amendment to the Town Council.

Staff Recommended Text Changes and Consistency with the 2035 Comprehensive Plan:

Staff submits that the proposed text amendments to the LDS are consistent with the 2035 Comp Plan goals:

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

- Encourage in-fill, mixed use, and context-sensitive development.

The proposed changes to the LDS are:

- Clarify membership and quorum for the Zoning Board of Adjustment, in compliance with the NC G.S. 160D-406(i).
- Update variance requirements, in compliance with NC G.S. 160D-705(d).
- Include relevant Chapter 160D reference for large scale amendment notifications, per NC G.S. 160D-602.

The proposed changes are shown on the attached draft ordinance and **in red**.

Attachments:

1. Cover sheet
2. Consistency Statement Worksheet
3. Report from the Planning Board
4. Staff Report
5. Excerpts from NC G.S. 160D
6. Newspaper Notice

Recommended Motions:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.
2. Motion to adopt the Ordinance as presented (or as amended).

§ 160D-406. Quasi-judicial procedure.

(a) **Process Required.** – Boards shall follow quasi-judicial procedures in determining appeals of administrative decisions, special use permits, certificates of appropriateness, variances, or any other quasi-judicial decision.

(b) **Notice of Hearing.** – Notice of evidentiary hearings conducted pursuant to this Chapter shall be mailed to the person or entity whose appeal, application, or request is the subject of the hearing; to the owner of the property that is the subject of the hearing if the owner did not initiate the hearing; to the owners of all parcels of land abutting the parcel of land that is the subject of the hearing; and to any other persons entitled to receive notice as provided by the local development regulation. In the absence of evidence to the contrary, the local government may rely on the county tax listing to determine owners of property entitled to mailed notice. The notice must be deposited in the mail at least 10 days, but not more than 25 days, prior to the date of the hearing. Within that same time period, the local government shall also prominently post a notice of the hearing on the site that is the subject of the hearing or on an adjacent street or highway right-of-way. The board may continue an evidentiary hearing that has been convened without further advertisement. If an evidentiary hearing is set for a given date and a quorum of the board is not then present, the hearing shall be continued until the next regular board meeting without further advertisement.

(c) **Administrative Materials.** – The administrator or staff to the board shall transmit to the board all applications, reports, and written materials relevant to the matter being considered. The administrative materials may be distributed to the members of the board prior to the hearing if at the same time they are distributed to the board a copy is also provided to the appellant or applicant and to the landowner if that person is not the appellant or applicant. The administrative materials shall become a part of the hearing record. The administrative materials may be provided in written or electronic form. Objections to inclusion or exclusion of administrative materials may be made before or during the hearing. Rulings on unresolved objections shall be made by the board at the hearing.

(d) **Presentation of Evidence.** – The applicant, the local government, and any person who would have standing to appeal the decision under G.S. 160D-1402(c) shall have the right to participate as a party at the evidentiary hearing. Other witnesses may present competent, material, and substantial evidence that is not repetitive as allowed by the board.

Objections regarding jurisdictional and evidentiary issues, including, but not limited to, the timeliness of an appeal or the standing of a party, may be made to the board. The board chair shall rule on any objections, and the chair's rulings may be appealed to the full board. These rulings are also subject to judicial review pursuant to G.S. 160D-1402. Objections based on jurisdictional issues may be raised for the first time on judicial review.

(e) **Appearance of Official New Issues.** – The official who made the decision or the person currently occupying that position, if the decision maker is no longer employed by the local government, shall be present at the evidentiary hearing as a witness. The appellant shall not be limited at the hearing to matters stated in a notice of appeal. If any party or the local government would be unduly prejudiced by the presentation of matters not presented in the notice of appeal, the board shall continue the hearing.

(f) **Oaths.** – The chair of the board or any member acting as chair and the clerk to the board are authorized to administer oaths to witnesses in any matter coming before the board. Any person who, while under oath during a proceeding before the board determining a quasi-judicial matter, willfully swears falsely is guilty of a Class 1 misdemeanor.

(g) **Subpoenas.** – The board making a quasi-judicial decision under this Chapter through the chair or, in the chair's absence, anyone acting as chair may subpoena witnesses and compel the production of evidence. To request issuance of a subpoena, the applicant, the local government, and any person with standing under G.S. 160D-1402(c) may make a written request

to the chair explaining why it is necessary for certain witnesses or evidence to be compelled. The chair shall issue requested subpoenas he or she determines to be relevant, reasonable in nature and scope, and not oppressive. The chair shall rule on any motion to quash or modify a subpoena. Decisions regarding subpoenas made by the chair may be immediately appealed to the full board. If a person fails or refuses to obey a subpoena issued pursuant to this subsection, the board or the party seeking the subpoena may apply to the General Court of Justice for an order requiring that its subpoena be obeyed, and the court shall have jurisdiction to issue these orders after notice to all proper parties.

(h) Appeals in Nature of Certiorari. – When hearing an appeal pursuant to G.S. 160D-947(e) or any other appeal in the nature of certiorari, the hearing shall be based on the record below, and the scope of review shall be as provided in G.S. 160D-1402(j).

(i) Voting. – The concurring vote of four-fifths of the board shall be necessary to grant a variance. A majority of the members shall be required to decide any other quasi-judicial matter or to determine an appeal made in the nature of certiorari. For the purposes of this subsection, vacant positions on the board and members who are disqualified from voting on a quasi-judicial matter under G.S. 160D-109(d) shall not be considered members of the board for calculation of the requisite majority if there are no qualified alternates available to take the place of such members.

(j) Decisions. – The board shall determine contested facts and make its decision within a reasonable time. When hearing an appeal, the board may reverse or affirm, wholly or partly, or may modify the decision appealed from and shall make any order, requirement, decision, or determination that ought to be made. The board shall have all the powers of the official who made the decision. Every quasi-judicial decision shall be based upon competent, material, and substantial evidence in the record. Each quasi-judicial decision shall be reduced to writing, reflect the board's determination of contested facts and their application to the applicable standards, and be approved by the board and signed by the chair or other duly authorized member of the board. A quasi-judicial decision is effective upon filing the written decision with the clerk to the board or such other office or official as the development regulation specifies. The decision of the board shall be delivered within a reasonable time by personal delivery, electronic mail, or first-class mail to the applicant, landowner, and any person who has submitted a written request for a copy prior to the date the decision becomes effective. The person required to provide notice shall certify to the local government that proper notice has been made, and the certificate shall be deemed conclusive in the absence of fraud.

(k) Judicial Review. – Every quasi-judicial decision shall be subject to review by the superior court by proceedings in the nature of certiorari pursuant to G.S. 160D-1402. Appeals shall be filed within the times specified in G.S. 160D-1405(d). The governing board of the local government that is a party to the judicial review of the quasi-judicial decision shall have the authority to settle the litigation, subject to Article 33C of Chapter 143 of the General Statutes. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, s. 51(a), (b), (d); 2021-168, s. 3(a).)

§ 160D-705. Quasi-judicial zoning decisions.

(a) Provisions of Ordinance. – The zoning or unified development ordinance may provide that the board of adjustment, planning board, or governing board hear and decide quasi-judicial zoning decisions. The board shall follow quasi-judicial procedures as specified in G.S. 160D-406 when making any quasi-judicial decision.

(b) Appeals. – Except as otherwise provided by this Chapter, the board of adjustment shall hear and decide appeals from administrative decisions regarding administration and enforcement of the zoning regulation or unified development ordinance and may hear appeals arising out of any other ordinance that regulates land use or development. The provisions of G.S. 160D-405 and G.S. 160D-406 are applicable to these appeals.

(c) Special Use Permits. – The regulations may provide that the board of adjustment, planning board, or governing board hear and decide special use permits in accordance with principles, conditions, safeguards, and procedures specified in the regulations. Reasonable and appropriate conditions and safeguards may be imposed upon these permits. Where appropriate, such conditions may include requirements that street and utility rights-of-way be dedicated to the public and that provision be made for recreational space and facilities. Conditions and safeguards imposed under this subsection shall not include requirements for which the local government does not have authority under statute to regulate nor requirements for which the courts have held to be unenforceable if imposed directly by the local government, including, without limitation, taxes, impact fees, building design elements within the scope of G.S. 160D-702(b), driveway-related improvements in excess of those allowed in G.S. 136-18(29) and G.S. 160A-307, or other unauthorized limitations on the development or use of land.

The regulations may provide that defined minor modifications to special use permits that do not involve a change in uses permitted or the density of overall development permitted may be reviewed and approved administratively. Any other modification or revocation of a special use permit shall follow the same process for approval as is applicable to the approval of a special use permit. If multiple parcels of land are subject to a special use permit, the owners of individual parcels may apply for permit modification so long as the modification would not result in other properties failing to meet the terms of the special use permit or regulations. Any modifications approved apply only to those properties whose owners apply for the modification. The regulation may require that special use permits be recorded with the register of deeds.

(d) Variances. – When unnecessary hardships would result from carrying out the strict letter of a zoning regulation, the board of adjustment shall vary any of the provisions of the zoning regulation upon a showing of all of the following:

- (1) Unnecessary hardship would result from the strict application of the regulation. It is not necessary to demonstrate that, in the absence of the variance, no reasonable use can be made of the property.
- (2) The hardship results from conditions that are peculiar to the property, such as location, size, or topography. Hardships resulting from personal circumstances, as well as hardships resulting from conditions that are common to the neighborhood or the general public, may not be the basis for granting a variance. A variance may be granted when necessary and appropriate to make a reasonable accommodation under the Federal Fair Housing Act for a person with a disability.
- (3) The hardship did not result from actions taken by the applicant or the property owner. The act of purchasing property with knowledge that circumstances exist that may justify the granting of a variance is not a self-created hardship.
- (4) The requested variance is consistent with the spirit, purpose, and intent of the regulation, such that public safety is secured and substantial justice is achieved.

No change in permitted uses may be authorized by variance. Appropriate conditions may be imposed on any variance, provided that the conditions are reasonably related to the variance. Any other development regulation that regulates land use or development may provide for variances from the provisions of those ordinances consistent with the provisions of this subsection. (2019-111, s. 2.4; 2020-3, s. 4.33(a); 2020-25, ss. 17, 50(b), 51(a), (b), (d).)



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

FOR PUBLICATION IN THE MOUNTAINEER: September 27 and October 4 Wednesday Editions

Date: September 19, 2023

Contact: Olga Grooman, (828) 356-1172

Notice of Public Hearings Waynesville Town Council

Waynesville Town Council will hold **two (2) public hearings on October 10, 2023 beginning at 6:00 pm** or as closely thereafter as possible in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

1. Text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
1. Text amendment to clarify Zoning Board of Adjustment and quasi-judicial procedures in the LDS, in compliance with the G.S. 160D.

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

**TOWN OF WAYNESVILLE COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: A Public Hearing to consider the text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

The purpose of this amendment is to mitigate the negative effects of cryptocurrency mining operations by defining and prohibiting this use in all districts. The Planning Board discussed concerns with crypto-mining and data centers at their July meeting and directed staff to draft a definition and ordinance based on their discussion. The staff presented the text amendment to the Planning Board on September 18, 2023. The board revised the proposed definition to expand on the data center types and recommended the text amendment for the Council's consideration.

MOTIONS FOR CONSIDERATION:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.
2. Motion to adopt the Ordinance as presented (or as amended).

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

1. Proposed Text Amendment
2. Consistency Statement Worksheet
3. Report from the Planning Board
4. Staff Report
5. Newspaper notice
6. Crypto Mining research and article

MANAGER'S COMMENTS AND RECOMMENDATIONS:

DRAFT FOR COUNCIL CONSIDERATION

ORDINANCE NO. O-43-23

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

WHEREAS, the Town of Waynesville has the authority, pursuant to Article 7 of 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 text amendments to the Land Development Standards (LDS) and recommends that they are consistent with the 2035 Comprehensive Plan and that they are reasonable and in the public interest because they support:

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

- Encourage infill, mixed-use and context-sensitive development.
- Promote conservation design to preserve important natural resources.

Goal # 2: Protect and enhance Waynesville’s natural resources.

- Protect rural lands, iconic views and mountain vistas.
- Continue to engage in and promote best management practices related to energy use, efficiency and waste management.

Goal # 5: Create opportunities for a sustainable economy.

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

WHEREAS, the Planning Board has reviewed and recommends the proposed text amendment to prohibit crypto-currency, data mining, and data centers, for enactment by the Town Council; and

WHEREAS, the Town Council find this Ordinance is consistent with the Town’s 2035 Comprehensive Plan and that it is reasonable and in the public interest to “make decisions about resources and land use in accordance with North Carolina General Statutes.”

WHEREAS, after notice duly given, a public hearing was held on **September 18, 2023** at the regularly scheduled meeting of the Waynesville Planning Board, and on **October 10, 2023** at the regularly scheduled meeting of the Waynesville Town Council;

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON OCTOBER 10, 2023, AND WITH A MAJORITY OF THE COUNCIL MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:

That the Land Development Standards be amended as follows (in red):

1. Add the use to the Section 2.5.3- Table of Permitted Uses as follows:

2.5.3 Table of Permitted Uses (rev. 2012, 2016,2017, 2018, 2020, 2022, 2023):

USE TYPES	Residential-Low Density Districts (RL)				Residential-Medium Density Districts (RM)				Neighborhood Residential (NR)								Urban Residential (UR)		Neighborhood Center (NC)			Business District (BD)			Regional Center (RC)			Commercial Industrial (CI)				
	CC-RL	EN-RL	FC-RL	HT-RL	CP-RM	D-RM	HM-RM	SW-RM	AC-NR	LL-NR	MS-NR	N-NR	PS-NR	PC-NR	RC-NR	SS-NR	WS-NR	EW-UR	H-UR ²	HM-UR	NM-NC	PS-NC	RC-NC	CBD	H-BD	SM-BD	DJ-RC	HC-RC	RA-RC	CI		
COMMERCIAL																																
Adult Establishment	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS
Alcoholic Beverage Sales Store	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	-
Auto Parts Sales	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Bar/Tavern/Night Club	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Cryptocurrency Mining Operations / Data Centers	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Drive-Thru Commercial	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	P	P	P	P	-
Gas/Fueling Station	-	-	-	-	-	-	-	-	PC/PS	-	-	-	-	-	PL/PS	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
General Commercial – Less than 100,000 sf	-	-	-	-	-	-	-	-	-	-	PL	PL	-	-	PL	-	PL	-	PL	-	P	P	P	P	P	P	P	P	P	P	P	-
General Commercial – Greater than 100,000 sf	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	SUP	-
Neighborhood Commercial (as defined in section 17.30 adopted 8/2018)	-	-	-	-	-	PL	-	PL	-	PL	-	PL	-	PL	-	PL	PL	PL	PL	-	-	-	-	-	-	-	-	-	-	-	-	-
Neighborhood Restaurant (as defined in section 17.30 adopted 8/2018)	-	-	-	-	-	PL	-	PL	-	PL	-	PL	-	PL	-	PL	PL	PL	PL	-	-	-	-	-	-	-	-	-	-	-	-	-
Outside Sales	-	-	-	-	-	-	-	-	-	-	-	PL	-	PL	-	PL	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	-
Outside Storage	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	P
Pawnshops	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	-
Restaurant	-	-	-	-	-	-	-	-	-	-	PL	PL	-	PL	-	PL	-	-	-	-	P	P	P	P	P	P	P	P	P	P	P	-
Vehicle & Heavy Equipment Sales/Rental	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	-	-	PS	PS	PS	PS	PS	PS	PS	-
Vehicle Services – Minor Maintenance/Repair/Wash	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	-
Vehicle Services – Major Repair/Body Work	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS	PS	PS	PS	PS	PS	PS	-
Video gaming parlor	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	PS/SUP	PS/SUP	PS/SUP	-

(Ord. No. 04-16, 6-14-2016; Ord. No. Q-22-17, § 2, 11-28-2017; Ord. No. Q-07-18, § 2-22-2018; Ord. No. Q-14-18, § 1, 8-28-2018; Ord. No. Q-19-18, § 2, 10-9-2018; Ord. No. Q-21-18, 11-13-2018; Ord. No. Q-28-18, 11-27-2018; Ord. No. Q-20-20, § 2, 10-27-2020; Ord. No. Q-40-22, 12-31-2022; Ord. No. Q-07-23, 02-14-23)

2. Add a definition to the Section 17.3- Definitions, Use Type.

Cryptocurrency Mining Operations / Data Centers. The operation of computer equipment for the purpose of commercial mining of cryptocurrencies or storing data on servers. This activity may involve solving algorithms as part of the development and maintenance of a blockchain, network operations and maintenance, creation of new digital “coins,” use of computer hardware as well as other equipment for crypto mining / data storage operations, use of equipment to cool the hardware and operating space, and the use of a peer-to-peer database known as a blockchain to maintain a secure ledger of transactions. This definition includes the facilities currently known as collocation facilities, edge data centers, and hyperscale data centers. This definition does not include the use of one personal computer from which cryptocurrency is mined in an enclosed structure, provided the cryptocurrency is not mined for commercial purposes.

ADOPTED this _____ Day of _____, 2023.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Candace Poolton, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



To: Waynesville Town Council
From: Olga Grooman, Land Use Administrator
Date: October 10, 2023
Subject: Text Amendment Statement of Consistency
Description: Text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
Ordinance Section: Sections 2.5.3 and 17.3 of the LDS
Address: Development Services initiated text amendment

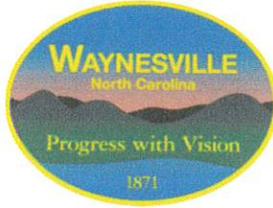
The Town Council hereby finds that:

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

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

The zoning amendment **is rejected because it is inconsistent with the Town’s Comprehensive Land Plan and is not reasonable and in the public interest** because: _____

In addition to approving this zoning amendment, this approval is **also deemed an amendment to the Town’s Comprehensive Land Use Plan**. The change in conditions taken into account in amending the zoning ordinance to meet the development needs of the community and why this action is reasonable and in the public interest, are as follows: _____



To: Waynesville Town Council
 From: Olga Grooman, Land Use Administrator
 Date: October 10, 2023
 Subject: Planning Board Report and Statement of Consistency
 Description: Text amendment to define and prohibit cryptocurrency mining / data centers as a land use, Sections 2.5.3 and 17.3 of the Land Development Standards (LDS)
 Applicant: Planning Board Initiated Text Amendment

The Planning Board hereby adopts and recommends to the Town Council the following statement(s):

Board member Jan Grossman motioned to include the text amendment defining cryptocurrency mining / data centers and prohibiting them across all zoning districts in the LDS, as amended by the Planning Board. Board Chair Susan Teas Smith seconded the motion. **The Board finds that this text amendment is consistent with the Town’s Comprehensive Land Use Plan and is reasonable and in the public interest** because it is in line with:

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

- Encourage infill, mixed-use and context-sensitive development.
- Promote conservation design to preserve important natural resources.

Goal # 2: Protect and enhance Waynesville’s natural resources.

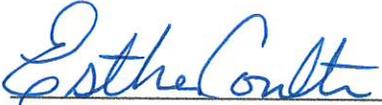
- Protect rural lands, iconic views and mountain vistas.
- Continue to engage in and promote best management practices related to energy use, efficiency and waste management.

Goal # 5: Create opportunities for a sustainable economy.

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

The motion carried unanimously.


 Susan Teas Smith, Planning Board Chair Date 9/22/23


 Esther Coulter, Administrative Assistant Date 9-25-23

Waynesville Town Council Staff Report

Subject: Text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
Ordinance Section: Sections 2.5.3 and 17.3 of the LDS
Applicant: Staff initiated text amendment; Development Services
Meeting Date: October 10, 2023

Background:

Currently Waynesville Land Development standards do not address cryptocurrency mining operations. The Planning Board discussed concerns with crypto-mining and data centers at their July meeting and directed staff to draft a definition and ordinance based on their discussion. Staff found that many governments nationwide as well as several neighboring jurisdictions are either in the process of regulating this type of facility, or have already addressed “crypto mining / data centers” via definitions, imposed moratoriums, or specific restrictions in their ordinances (noise, waste disposal, buffer requirements, setbacks, etc.). This includes Haywood County, Jackson County, the Town of Fletcher, Henderson County, and Buncombe County (*see attached research*). Although Waynesville did not have any inquiries as of today, the Development Services staff and Planning Board recommend to define the use and prohibit it proactively.

The issue of crypto-mining has been covered by the news lately, especially in the areas where it is not regulated, such as Cherokee County. Commercial crypto-mining consumes a lot of energy (electricity, water) and produces constant noise. The attached article “Zoning for Data Centers and Cryptocurrency Mining” by the *Zoning Practice Journal* explains that “air conditioner compressors mounted on the roof or on ground near these facilities can generate noise that carries across property lines.” These facilities require a great deal of continuous power which can also impact local utilities. This use generates very few jobs or local commerce and would have minimal economic development value beyond the initial land sale or construction.

The purpose of this amendment is to mitigate the negative effects of cryptocurrency mining operations by defining and prohibiting this use in all districts. The staff presented the text amendment to the Planning Board on September 18, 2023. The board revised the proposed definition to expand on the data center types and recommended the text amendment for the Council’s consideration.

Staff Recommended Text Changes and Consistency with the 2035 Comprehensive Plan:

Staff submits that the proposed text amendments to the LDS are consistent with the 2035 Comp Plan goals:

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

- Encourage infill, mixed-use and context-sensitive development.
- Promote conservation design to preserve important natural resources.

Goal # 2: Protect and enhance Waynesville’s natural resources.

- Protect rural lands, iconic views and mountain vistas.
- Continue to engage in and promote best management practices related to energy use, efficiency and waste management.

Goal # 5: Create opportunities for a sustainable economy.

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

The proposed changes to the LDS are:

- Define cryptocurrency mining / data centers, Section 17.3 of the LDS.
- Prohibit this use in the Table of Permitted Uses, Section 2.5.3 of the LDS.

The proposed changes are shown on the attached draft ordinance and **in red**.

Attachments:

1. Cover sheet
2. Proposed Text Amendment
3. Consistency Statement Worksheet
4. Report from the Planning Board
5. Newspaper notice
6. Crypto Mining research and article

Recommended Motions:

1. Motion to find that the Ordinance is consistent with the 2035 Comprehensive Plan and that it is reasonable and in the public interest.
2. Motion to adopt the Ordinance as presented (or as amended).



TOWN OF WAYNESVILLE

Development Services Department

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FOR PUBLICATION IN THE MOUNTAINEER: September 27 and October 4 Wednesday Editions

Date: September 19, 2023

Contact: Olga Grooman, (828) 356-1172

Notice of Public Hearings Waynesville Town Council

Waynesville Town Council will hold **two (2) public hearings on October 10, 2023 beginning at 6:00 pm** or as closely thereafter as possible in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider:

1. Text amendment to define and prohibit cryptocurrency mining / data centers as a land use in the Land Development Standards (LDS).
1. Text amendment to clarify Zoning Board of Adjustment and quasi-judicial procedures in the LDS, in compliance with the G.S. 160D.

For more information contact the Development Services Department at: (828) 356-1172, email: ogrooman@waynesvillenc.gov, mail: 9 South Main Street, Suite 110, Waynesville, NC 28786.

Crypto Mining / Data Centers Research

1. CNN Video + Article *"How the blare of a crypto mine woke up this Blue Ridge Mountain town:"*

<https://www.cnn.com/2023/01/19/us/north-carolina-crypto-mine-noise-weir-wxc/index.html>

2. Cherokee County Crypto Mining Petition & Information:

<https://www.sierraclub.org/north-carolina/wenoca/cherokee-county-cryptomining-petition>

3. Haywood County: working on adding crypto mining in their High Impact Development Ordinance: setbacks, buffers, screening, separation from schools, hospitals, retirement facilities, correctional institutions, etc.

<https://www.haywoodcountync.gov/DocumentCenter/View/4618/Chapter-160-High-Impact-Development->

4. Minutes from the Henderson County Board of Commissioners meeting on May 1, 2023. See page 6 of the document. A 60-day moratorium imposed, additional regulations to follow:

https://www.hendersoncountync.gov/sites/default/files/fileattachments/board_of_commissioners/meeting/136471/5.1.2023_minutes.pdf

https://www.hendersoncountync.gov/sites/default/files/fileattachments/planning_board/meeting/136698/4.20.23_plbd_item_-_text_amendment_for_cryptocurrency_mining.pdf

5. Buncombe County- Commissioners Approve Moratorium on Crypto Mining:

<https://www.buncombecounty.org/countycenter/news-detail.aspx?id=20677#:~:text=The%20Buncombe%20County%20Board%20of,mining%20as%20a%20specific%20use>

<https://www.buncombecounty.org/common/Commissioners/20230502/PH%20on%20Crypto%20Mining%20Temp%20Moratorium%20ordinance.pdf>

<https://www.citizen-times.com/story/news/local/2023/05/04/buncombe-county-approves-a-1-year-moratorium-on-cryptocurrency-mining/70179529007/>

6. Jackson County: cryptocurrency mining is included in the Industrial Development Ordinance. See page 3 of the document or read their Code of Ordinances online:

<https://www.jacksonnc.org/PDF/Agenda-2022/september-06/item-3a.pdf>

https://library.municode.com/nc/jackson_county/codes/code_of_ordinances?nodeId=CD_ORD_AP_XIUNDEOR_ARTVIDEST_S6.4INDE

7. Macon County addresses cryptocurrency mining:

<https://smokymountainnews.com/news/item/35714-macon-will-address-cryptocurrency-mining>

<https://www.thefranklinpress.com/local-news-newsletter/planning-board-approves-crypto-mine-regulations>

8. Clay County prohibits crypto mining after the Cherokee County's situation:

<https://wlos.com/news/local/cryptocurrency-crypto-mines-mining-chokeee-county-murphy-western-north-carolina-residents-concerns-loud-impacts-warn-neighboring-areas-counties-bans-zoning-laws-rules-bitcoin-digital>

9. Fletcher, NC: Planning Board defined the use on June 20, 2023, and as of now, it is not allowed.

10. Maggie Valley, NC- not addressed yet, but talked about it.

ZONING PRACTICE

JUNE 2022



AMERICAN PLANNING ASSOCIATION

➡ ISSUE NUMBER 6

PRACTICE DATA CENTERS



Zoning for Data Centers and Cryptocurrency Mining

By David Morley, AICP

Data centers are the physical facilities where the internet lives. Fundamentally, they consist of networked computer systems used for data storage and processing, along with supporting equipment, such as batteries, back-up power generators, and cooling devices. Modern data centers are the direct descendants of the, so-called, *telecom hotels* that began springing up in downtowns in the late 1990s to accommodate the rapid expansion of the commercial internet and, before that, of automated telephone exchange facilities that made it possible to place land-line telephone calls across a city, the nation, or the world (Evans-Cowley 2002).

An emerging segment of the data center market consists of facilities dedicated in whole or part to “mining” cryptocurrency. A cryptocurrency is a decentralized digital currency that uses encrypted data strings to denote individual units, or coins, and a peer-to-peer database known as a blockchain to maintain a secure ledger of transactions. Several of the most popular cryptocurrencies, most notably Bitcoin, require extremely complex computations to verify each transaction and add a record, or block, for that transaction to the blockchain. Whoever verifies a transaction first receives a new cryptocurrency coin as a reward. While, theoretically, anyone with a computer server can “mine” new coins by helping to verify these transactions, large-scale cryptocurrency mining requires a massive amount of computing power.

This article explores the reasons why cities, towns, and counties may wish to define and regulate data centers and cryptocurrency mining as distinct uses in their zoning codes and provides a summary of contemporary approaches. It begins with a brief overview of the factors that drive demand for data centers or cryptocurrency mines in particular locations before examining the key planning issues that may merit special attention through zoning and posing a series of questions to guide code drafting.



Chad Davis / Flickr (CC BY 2.0)

➔ A hyperscale Google data center in Council Bluffs, Iowa.

The article concludes with short profiles of local zoning approaches that may serve as models for others.

DEMAND DRIVERS

Industry analysts predict sustained growth in data center construction in the coming years (Dunbar and Bonar 2021). This includes demand for larger and larger “hyperscale” data centers as well as more widely distributed “edge” data centers (Sowry et al. 2018). Data center developers (or operators) are attracted to sites with low latency to end users and dependable and affordable electricity.

While data centers have historically been clustered around major internet access points, information technology companies, and government employment centers, the proliferation of cloud computing and the internet of things is pushing demand out to network edges. This means more data centers in smaller metropolitan and nonmetropolitan areas.

Big technology companies are likely to continue looking for sites that can accommodate new, large single-story structures. But

operators that specialize in leasing space in the same facility to multiple companies (i.e., collocated data centers) may be more open to infill sites and existing structures, especially if those sites have access to fiber optic infrastructure.

Data centers use a lot of electricity (see below) to power processing and storage hardware and to keep that hardware cool. The amount of electricity (and often water) needed for cooling is higher in warm, humid climates than in cool, dry areas. Consequently, holding other factors equal, developers favor locations with low electricity rates and cooler climates. Furthermore, because these facilities operate continuously, developers are also looking for sites that are less vulnerable to natural hazards.

Cryptocurrency miners are also looking for locations with cheap electricity and low hazard risk; however, dedicated mining facilities are not concerned about proximity to customers and are less likely to invest in backup power. While there seems to be a widespread consensus that data centers are essential to global communications and the global economy, cryptocurrency miners

have a more limited “social license” to operate. Widespread concerns about the energy use of mines and the limited utility of the coins they produce has led some countries, including China, to ban Bitcoin mining. Consequently, many cryptocurrency miners are relocating to the U.S. (Obando 2022).

PLANNING ISSUES

From the exterior, data centers and cryptocurrency mining facilities may be physically indistinguishable from many commercial or light industrial uses. However, the operational characteristics of these facilities are typically quite distinct from those of surrounding land uses. From a planning perspective, the most noteworthy characteristics relate to their electricity and water use, noise production, enhanced safety and security needs, and low employment densities.

They Use a Lot of Electricity (and Water)

In 2020, data centers used between 200 and 250 terawatt hours (TWh) of electricity, accounting for approximately one percent of global consumption (IEA 2021). While the total consumption has grown steadily along with global power demand, this ratio has held relatively constant over the past 20 years as efficiency improvements have proportionally offset increased demand from data centers. However, this pattern is unlikely to hold as growth in streaming video, online gaming, cloud computing, machine learning, virtual reality, and the internet of things begins to outstrip efficiency improvements.

The figures above exclude cryptocurrency mining. Bitcoin miners alone used an estimated additional 60 to 70 TWh in 2020. According to Cambridge University, if Bitcoin was country, it’s annual electricity consumption would be slightly higher than that of Poland or Malaysia (2022).

Data center and cryptocurrency mining equipment also generates a tremendous amount of waste heat, which must be dissipated by fans or absorbed by a cooling medium to avoid hardware damage and ensure efficient operations. Many data centers and cryptocurrency mines use water as a cooling medium. Water is also necessary for most forms of electricity production. In aggregate, a medium-sized data center typically uses more water each year than two 18-hole golf courses (Mytton 2021).

They Can Be Noisy

Inside a data center or cryptocurrency mine server room, the noise can make it difficult to carry on a conversation at a normal volume. While most data centers and large cryptocurrency mines incorporate construction and soundproofing techniques that ensure this server noise isn’t audible outside of the building, air conditioner compressors mounted on the roof or on ground near these facilities can generate noise that carries across property lines.

In some contexts, vegetation or other structures may rapidly attenuate this sound. In others, the sound may travel over long distances. Obviously, the degree to which these sounds constitute nuisance “noise” depends on surrounding land uses and ambient noise levels. The problem is typically most acute when data centers or mines are near residences.

They Have Enhanced Safety and Security Needs

Data centers typically aim to run continuously, and any outage or downtime can threaten business operations. Furthermore, data centers house expensive, highly specialized hardware, and many handle sensitive data. Consequently, most data centers incorporate enhanced safety and security features, such as gated access points, fencing, or bright lighting, to prevent unauthorized access and to minimize the likelihood of disruption.

Cryptocurrency mines have similar safety and security needs, with two key distinctions. First, miners want to maintain network access, but the stakes are lower

than for data centers because an outage wouldn’t negatively affect any other services or users. Second, cryptocurrency mines generally aren’t receiving any clients and have little incentive to draw attention to themselves with fencing or lighting.

They Have a Low Employment Density

Data centers typically have far fewer workers per square foot than professional offices or light industrial facilities (Tarczynska 2016). And cryptocurrency mines generally have even lower employment densities than data centers. For some communities, data centers (and potentially cryptocurrency mines) are highly desirable from an economic development perspective because they often generate a large property tax surplus that can subsidize more service-intensive land uses, such as single-family homes. Others, however, are reluctant to devote too much commercial or light industrial space to uses that generate few jobs.

ZONING CONSIDERATIONS

Any community interested in regulating data centers and cryptocurrency mining through zoning should consider three key questions:

1. Do these uses need new use definitions?
2. Where should these uses be permitted?
3. Do these uses need special development or performance standards?

Do They Need New Use Definitions?

New land uses don’t necessarily require new use definitions in the local zoning code. It depends, in part, on whether the use fits



➡ The roof of eBay’s Topaz data center in South Jordan, Utah.

eBayink / Flickr (CC BY-NC-ND 2.0)

neatly under a broader use category or is substantially like another defined use. And it depends on whether treating the new use the same as this use category or other similar use would be likely to generate negative effects on nearby properties or the community as a whole.

Many communities have defined data centers (or some closely analogous term) as a distinct use in their zoning codes. These definitions typically reference the general function of the facility and the degree to which it is occupied by computer systems and related equipment. For example, Anne Arundel County, Maryland, defines *data storage center* as “a facility used primarily for the storage, management, processing, and transmission of digital data, which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data storage and operations” (§18-1-101.(44)).

Comparatively fewer communities have defined cryptocurrency mining as a distinct use. Many of these definitions focus on the specialized purpose of the facility, often with references to other newly defined terms, such as *high density load* or *server farm*, that clarify its distinct characteristics. For example, Moses Lake, Washington, specifies that *cryptocurrency mining* often uses more than 250 kilowatt-hours per square foot each year (§18.03.040).

Where Should They Be Permitted?

Communities that choose to regulate data centers or cryptocurrency mines as distinct uses may permit these uses either by right or with a discretionary use permit (i.e., conditional, special, or special exception use permits) in one or more existing base or overlay zoning districts. Alternatively, they may elect to establish a new special-purpose base or overlay zoning district for either use.

Many communities permit data centers and cryptocurrency mines either by right or with a discretionary use permit in commercial and industrial districts. While data centers and mines can fit in a wide range of existing commercial or industrial buildings, purpose-built facilities are often single-story structures with large floorplates.

Given that they generally have few employees and visitors, these uses may not be appropriate in ground-floor street-frontage spaces in pedestrian-oriented

EXAMPLES OF DEFINED USES

Jurisdiction	Defined Uses
Alpharetta, GA	Data center (§1.4.2)
Anne Arundel County, MD	Data storage center (§18-1-101.(44))
Fairfax County, VA	Data center (§9103)
Frederick County, MD	Critical digital infrastructure facility (§1-19-11.100)
Moses Lake, WA	Cryptocurrency mining; Data center/server farm/cluster (§18.03.040)
Pitt County, NC	Data processing facility (large scale) (§15)
Plattsburgh, NY	Commercial cryptocurrency mining; Server farm; High density load service (LL 6-2018)
Prince George’s County, MD	Qualified data center (§27-2500)
Prince William County, VA	Data center (§32-100)
Somerville, MA	Data center (§9.8.b)
Vernal, UT	Data center (§16.04.173)
Wenatchee, WA	Cryptocurrency mining; Data center (§10.08)

commercial areas. Wenatchee, Washington, addresses this issue by permitting data centers and cryptocurrency mines by right in multiple pedestrian-oriented commercial districts, with a simple stipulation that they cannot occupy “grade level commercial street frontage” (§10.10.020).

A new special-purpose zoning district can help steer data centers or cryptocurrency mines toward corridors or other subareas that have suitable utility infrastructure. When adopted as floating zones, special districts can also provide an extra layer of review for large projects that may cover dozens or hundreds of acres.

Prince William County, Virginia, added a Data Center Opportunity Zone Overlay District to its zoning code in 2016 (§32-509). The county has mapped this overlay to more than 70 percent of its industrially zoned land. The overlay permits data centers and includes design standards for these facilities; however, it does not otherwise modify the existing use permissions for underlying districts.

Do They Need Special Development or Performance Standards?

Communities that decide to regulate data centers or cryptocurrency mines as distinct uses may choose to adopt use-specific standards that modify or supplement other relevant universal or district-specific development or performance standards. This approach can help communities target standards to the distinct features of these uses

to address specific community concerns.

Use-specific standards can help minimize reliance on discretionary approvals and improve the consistency of local decisions. Without these standards, local officials may be more likely to require all data centers and cryptocurrency mines to obtain a discretionary use permit, and they may be more likely to adopt wildly varying conditions of approval for substantially similar proposals.

Communities that have adopted use-specific standards for data centers and cryptocurrency mines often establish building design and buffering or screening requirements to minimize the visibility or improve the appearance of these facilities from public streets or nearby properties. Other common standards address environmental performance, including noise and light pollution, and evidence of electric utility approval.

POTENTIAL MODEL APPROACHES

It would be difficult to find a community with more experience with data centers than Loudon County, Virginia. And the county’s approach to zoning for data centers serves as a potential model for other communities with suitable sites and sufficient infrastructure to accommodate data center development. In contrast, Missoula County, Montana, was one of the first local jurisdictions to craft zoning regulations for cryptocurrency mining operations. And its emphasis on mitigating the potential climate impacts represents a different type of potential model.

Loudon County, Virginia

Northern Virginia's Data Center Alley, primarily clustered around Routes 7 and 267 in Loudon and Fairfax Counties is the largest data center market in the world (Fray and Koutsaris 2022). Its combined power consumption capacity is more than 1.6 gigawatts (GW), nearly twice as much as the next largest market. And within Data Center Alley, Loudon County has the highest concentration of data centers. As of October 2021, data centers occupied more than 25 million square feet, with another 4 million square feet in development (LCDED 2022).

Several important factors have driven demand for data center development in Loudon County. It is home to the Equinix internet exchange, one of the largest internet access points in the world and a successor to Metropolitan Area Exchange, East, the first

U.S. exchange. The county has abundant (and redundant) fiber optic infrastructure, relatively cheap power, and sufficient water. Additionally, it has a high concentration of skilled technology workers and businesses that support the data center industry.

By the year 2000, there was already an emerging data center cluster in Loudon County. However, the county did not define and regulate data centers as a distinct use in its zoning code until 2014 (ZOAM 2013-0003). According to Acting Planning & Zoning Director James David, prior to this, the county defined data centers as commercial offices.

The latest version of the county's zoning ordinance permits data centers by right in Planned Office Park, Research and Development Park, Industrial Park, and General Industrial districts and as a special exception use in Commercial Light Industry

districts. New data centers (without vested rights) must comply with a set of use-specific standards governing façade design, screening of mechanical equipment, exterior lighting, pedestrian and bicycle facilities, and landscaping, buffering, and screening (§5-664).

According to David, these standards are intended to improve the aesthetics of data centers, minimize visibility from nearby residential areas, and ensure continuous sidewalk and trail networks. Overall, they represent a light-touch approach that has, so far, worked well for a county with enormous demand for data centers and relatively modest competition for space from other commercial and industrial uses.

However, in February 2022, county officials directed staff to research regulatory options to prevent new data centers in the

EXAMPLES OF USE-SPECIFIC STANDARDS FOR DATA CENTERS AND CRYPTOCURRENCY MINING

Jurisdiction	Use-Specific Standards
Alpharetta, GA	Requires evidence of compliance with noise standards; specifies exterior lighting fixture design; establishes minimum building height; requires building façade design elements; establishes other fencing, screening, and landscaping requirements to minimize visibility from adjacent roads and properties (§2.7.2.1)
Anne Arundel County, MD	Establishes minimum lot size and setbacks; prohibits residences on the same lot; establishes limit on outdoor storage (§18-10-119)
Fairfax County, VA	Requires all equipment to be enclosed within a building; establishes maximum floor area by zoning district (§4102.6.A)
Frederick County, MD	Establishes criteria for reducing setbacks; specifies building design standards; specifies landscaping, screening, and buffering requirements; clarifies parking, loading, signage, and lighting standards; establishes criteria for private roads; establishes noise and vibration standards (§1-19-8.402)
Moses Lake, WA	Clarifies review process for business license; prohibits container storage; requires evidence of electrical utility approval; requires evidence of electrical permit and inspection; establishes environmental performance standards, addressing noise, heat, and electric and magnetic fields; limits amount of exposed equipment on facades (§18.74)
Pitt County, NC	Limits height; requires separation from sensitive uses; requires noise study and compliance with noise standards; requires underground wiring; requires security fencing and vegetative screening; requires evidence of electrical utility approval; clarifies signage standards; requires notification of abandonment (§8(UUUU))
Plattsburgh, NY	Requires fire suppression and mitigation techniques; limits internal ambient temperature and the direct release of heat on colder days; establishes permissible noise levels (LL 6-2018)
Prince George's County, VA	Requires building façade design elements; specifies exterior lighting fixture design; requires screening for security fencing and limits fence height; requires compliance with landscape manual; clarifies applicable off-street parking standard; clarifies signage standards; requires an acoustical study; specifies additional site, locational, and noticing requirements for facilities in rural residential districts (§27-5102(e)(4)(B))
Somerville, MA	Establishes special review criteria related to aesthetic impacts and employment opportunities (§9.8.b)
Vernal, UT	Requires fencing and structural screening for electrical generators; requires noise mitigation plan for facilities near residential zones or existing hotels or motels (§16.20.250)
Wenatchee, WA	Clarifies review process for business license; prohibits container storage; requires evidence of electrical utility approval; requires evidence of electrical permit and inspection; clarifies blank wall limitation standards; requires an affidavit verifying operating sound levels (§18.48.310)

Route 7 corridor. While data center demand remains high in this area, the county's comprehensive plan designates most of this corridor as Suburban Mixed Use, which envisions a compact, pedestrian-friendly mix of commercial, residential, cultural, and recreational uses. Furthermore, the existing electricity network infrastructure is insufficient to accommodate the existing demand for new data centers (LCDED 2022).

The county is working on its first complete overhaul of its zoning code since 1993. And it intends to incorporate any new regulations for data centers into the new code, which officials hope to adopt by the end of 2022.

Missoula County, Montana

In April 2019, Missoula County, Montana, adopted an interim zoning resolution that established a cryptocurrency mining overlay (Resolution No. 2019-026). The county had one large cryptocurrency mine already, and its low electricity rates and cool climate made it an attractive area for prospective miners. While a few other jurisdictions had already defined cryptocurrency mining in their zoning codes, Missoula County appears to be the first to explicitly position its zoning approach as a response to climate change.

According to county planner Jennie Dixon, AICP, local officials originally took an interest in regulating cryptocurrency mining as a distinct use after multiple complaints of noise from cooling fans at an existing Bitcoin mine operating out of a former sawmill in unincorporated Bonner. Soon, though, the county expanded its focus to include energy consumption and electronic waste.

Montana law only authorizes interim zoning in the case of an emergency involving "public health, safety, morals, or general welfare" (§76-2-206). Dixon says the Intergovernmental Panel on Climate Change's 2018 Special Report on *Global Warming of 1.5° C* helped justify climate change as a local emergency that warranted interim zoning to mitigate greenhouse gas emissions (and other potential environmental impacts) from cryptocurrency mining.

The interim zoning regulations defined cryptocurrency mining as a distinct use and created a Cryptocurrency Mining Overlay Zone, mapped to the entire unincorporated geographic extent of the county (which includes some un-zoned areas). The overlay



Google Earth

➡ The heart of Northern Virginia's Data Center Alley in Ashburn, Virginia.



Google Earth

➡ The former Bonner sawmill in Missoula County, Montana, was once home to the HyperBlock cryptocurrency mine.

restricted cryptocurrency mining operations to industrial districts and required operators to obtain a discretionary use permit if the mine was adjacent to a residential district or within 500 feet of a residential property boundary. These regulations also required all mining operations to verify that all electronic waste be handled by a licensed recycling firm and that all electricity use be offset by new renewable energy production.

Caroline Lauer, the county's Sustainability Program Manager, stresses the importance of this last requirement. If cryptocurrency miners purchased existing supplies of renewable energy, it could actually displace existing utility customers to dirtier sources. While most of the county's

electricity comes from hydropower, coal accounts for much of the remainder.

Missoula County's 2016 *Growth Policy* plan includes an objective to "reduce the county's contribution to climate change" (4.1) and lists policies that promote alternative energy development (4.1.3) and reduce energy use and waste generation as implementation actions (4.1.6). A day before it adopted the interim cryptocurrency mining regulations, the county further strengthened its policy rationale by adopting a joint commitment with the City of Missoula to achieve 100 percent clean electricity use by 2030.

County officials extended the interim zoning for another year in 2020 before adopting the same regulations as a permanent zoning amendment in March 2021 (§1.04

& §5.05). According to Dixon, the Bonner mine ceased operations during the interim zoning period, but not because of the county's zoning. It declared bankruptcy two days after the "Black Thursday" Bitcoin crash in March 2020, leaving the tribal-owned independent power producer that provided its electricity with a \$3.7 million unpaid bill (Rozen 2020).

CONCLUSIONS

The rapid rise in data center development has coincided with dramatic decreases in the costs of producing solar and wind power. This, in combination with a growing trend toward clean power commitments among technology companies, has blunted some of

the climate impacts of an increased demand for data storage and processing.

The increased digitalization of life virtually guarantees that data centers will continue proliferating in strategic locations across the country (Gomez and DeAngelis 2022). Soon, communities may start seeing a sharp increase in interest in very small edge data centers that could fit in underutilized commercial spaces or even be collocated with other telecommunications infrastructure, such as small cell facilities, in public rights-of-way (Sowry et al. 2018).

The future of cryptocurrency mining facilities is less certain. Bitcoin and other energy-intensive cryptocurrencies are facing social pressure to transition to more

energy-efficient transaction verification methods, and several existing cryptocurrencies already use these methods. However, we are still at the very beginning of the cryptocurrency story. While this form of currency currently exists primarily as a speculative investment vehicle, this could change rapidly if valuations stabilize and large numbers of goods and service providers accept cryptocurrencies for payment.

Not every community will see the value in defining data centers or cryptocurrency mines as distinct uses in their zoning codes. Nevertheless, doing so can give local jurisdictions a leg up when it comes to signaling preferences to developers and operators and minimizing or mitigating potential adverse impacts.

REFERENCES AND RESOURCES

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HOW DOES YOUR ZONING
TREAT DATA CENTERS AND
CRYPTOCURRENCY MINES?

6

**TOWN OF WAYNESVILLE TOWN COUNCIL
REQUEST FOR COUNCIL ACTION
Meeting Date: October 10, 2023**

SUBJECT: Chelsea Road Street Realignment

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Public Services
Contact: Jeff Stines, Director of Public Services
Patrick Bradshaw, Civil Design Concepts
Presenter: Patrick Bradshaw, Civil Design Concepts

BRIEF SUMMARY: Chelsea Road and Ninevah Road intersect at an extreme angle adjacent to Waynesville Country Club. This intersection does cause difficulties for transition onto Ninevah Road from Chelsea Road. If the Council approves the realignment of Chelsea Road to Ninevah Road, the ingress/egress would be a much safer one for traffic with a more open sight triangle. Waynesville Country Club will grant easements for all existing utilities.

MOTION FOR CONSIDERATION: To approve the realignment of Chelsea Road as designed by Civil Design Concepts with timeframe and funding to be determined at a later date.

FUNDING SOURCE/IMPACT: N/A

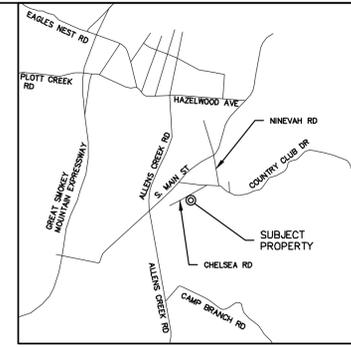
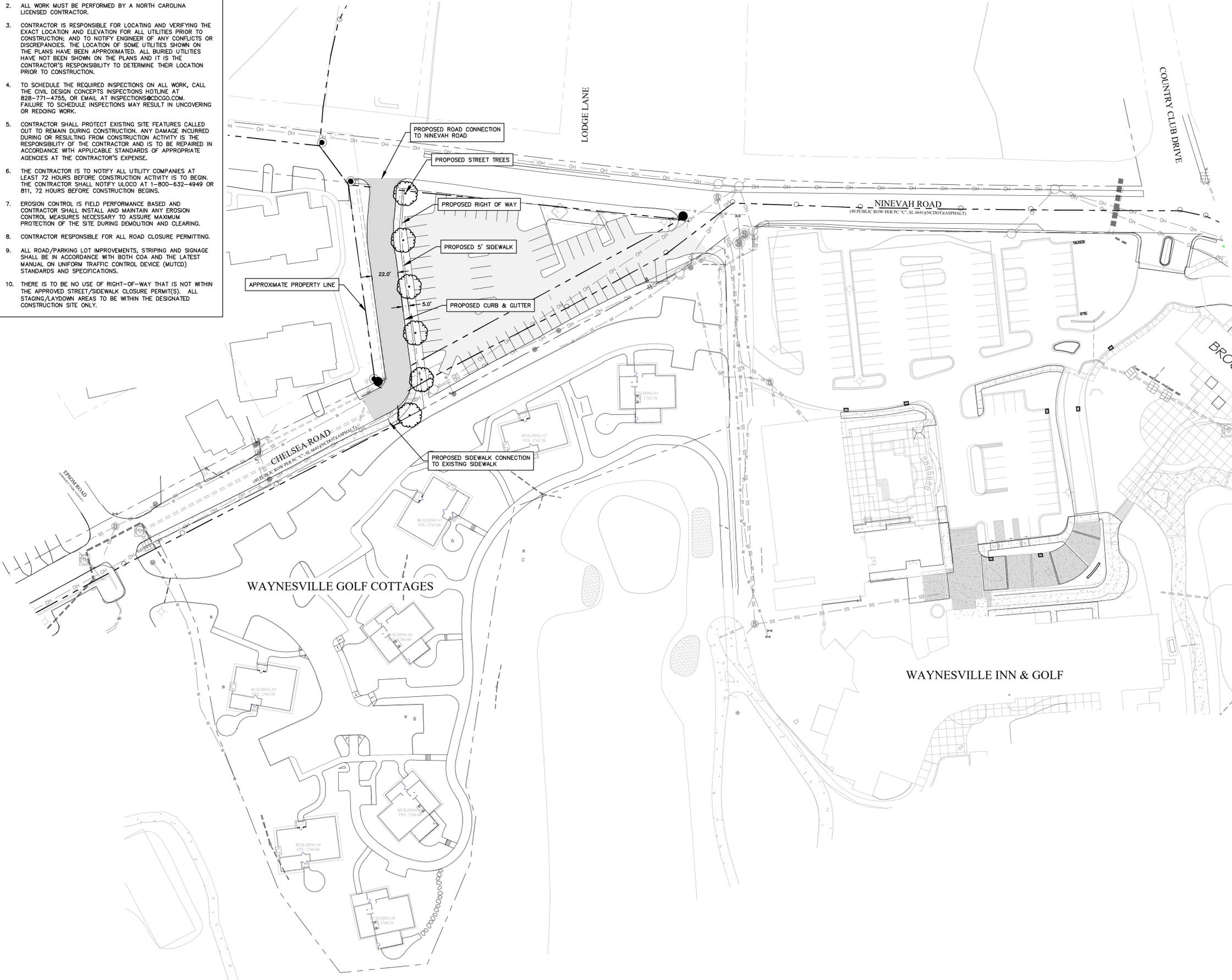
ATTACHMENTS:

- Chelsea Road Exhibit from Civil Design Concepts

MANAGER'S COMMENTS AND RECOMMENDATIONS:

NOTES

1. ALL SITEWORK SHALL BE IN ACCORDANCE WITH ALL LOCAL, STATE, AND NATIONAL REGULATORY STANDARDS AND ALL REQUIREMENTS IN THE PROJECT TECHNICAL SPECIFICATIONS.
2. ALL WORK MUST BE PERFORMED BY A NORTH CAROLINA LICENSED CONTRACTOR.
3. CONTRACTOR IS RESPONSIBLE FOR LOCATING AND VERIFYING THE EXACT LOCATION AND ELEVATION FOR ALL UTILITIES PRIOR TO CONSTRUCTION; AND TO NOTIFY ENGINEER OF ANY CONFLICTS OR DISCREPANCIES. THE LOCATION OF SOME UTILITIES SHOWN ON THE PLANS HAVE BEEN APPROXIMATED. ALL BURIED UTILITIES HAVE NOT BEEN SHOWN ON THE PLANS AND IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR LOCATION PRIOR TO CONSTRUCTION.
4. TO SCHEDULE THE REQUIRED INSPECTIONS ON ALL WORK, CALL THE CIVIL DESIGN CONCEPTS HOTLINE AT 828-771-4755, OR EMAIL AT INSPECTIONS@CDCGO.COM. FAILURE TO SCHEDULE INSPECTIONS MAY RESULT IN UNCOVERING OR REDOING WORK.
5. CONTRACTOR SHALL PROTECT EXISTING SITE FEATURES CALLED OUT TO REMAIN DURING CONSTRUCTION. ANY DAMAGE INCURRED DURING OR RESULTING FROM CONSTRUCTION ACTIVITY IS THE RESPONSIBILITY OF THE CONTRACTOR AND IS TO BE REPAIRED IN ACCORDANCE WITH APPLICABLE STANDARDS OF APPROPRIATE AGENCIES AT THE CONTRACTOR'S EXPENSE.
6. THE CONTRACTOR IS TO NOTIFY ALL UTILITY COMPANIES AT LEAST 72 HOURS BEFORE CONSTRUCTION ACTIVITY IS TO BEGIN. THE CONTRACTOR SHALL NOTIFY UDCO AT 1-800-632-4949 OR 811, 72 HOURS BEFORE CONSTRUCTION BEGINS.
7. EROSION CONTROL IS FIELD PERFORMANCE BASED AND CONTRACTOR SHALL INSTALL AND MAINTAIN ANY EROSION CONTROL MEASURES NECESSARY TO ASSURE MAXIMUM PROTECTION OF THE SITE DURING DEMOLITION AND CLEARING.
8. CONTRACTOR RESPONSIBLE FOR ALL ROAD CLOSURE PERMITTING.
9. ALL ROAD/PARKING LOT IMPROVEMENTS, STRIPING AND SIGNAGE SHALL BE IN ACCORDANCE WITH BOTH COA AND THE LATEST MANUAL ON UNIFORM TRAFFIC CONTROL DEVICE (MUTCD) STANDARDS AND SPECIFICATIONS.
10. THERE IS TO BE NO USE OF RIGHT-OF-WAY THAT IS NOT WITHIN THE APPROVED STREET/SIDEWALK CLOSURE PERMIT(S). ALL STAGING/LAYDOWN AREAS TO BE WITHIN THE DESIGNATED CONSTRUCTION SITE ONLY.



VICINITY MAP
(NOT TO SCALE)

DEVELOPMENT DATA	
OWNER/DEVELOPER:	WGC HOSPITALITY LLC 1943 HOFFMEYER RD STE C FLORENCE, SC 29501-3939 JAY HAM (843) 799-2306
CONTACT:	
CIVIL ENGINEER:	CIVIL DESIGN CONCEPTS, P.A. 188 PATTON AVENUE ASHEVILLE, NC 28801 DAVID BRAUN, P.E. (828) 252-5388
CONTACT:	
SURVEYOR:	MCABEE & ASSOCIATES, P.A. 3 MCABEE TRAIL FAIRVIEW, NC 28730 ----- (828) 628-1295
CONTACT:	
ARCHITECT:	BOBBY WEED GOLF DESIGN P.O. BOX 328 PONTE VEDRA BEACH, FL 32004 JOEY GRAZIANI (985) 778-5985
CONTACT:	
PROJECT DATA	
PIN:	8604-99-9017
ADDRESS:	176 COUNTRY CLUB ROAD TOWN OF WAYNESVILLE
DEED BOOK/PAGE:	1027/2044
SITE ACREAGE:	2.84 ACRES (PART OF 104.41 ACRES)
ZONING:	CONDITIONAL DISTRICT (CD)
PARKING SPACES PROVIDED:	57

188 PATTON AVENUE
ASHEVILLE, NC 28801
PHONE (828) 462-4410
FAX (828) 262-5388

52 WALNUT STREET - SUITE 9
WAYNESVILLE, NC 28786
PHONE (828) 462-4410
FAX (828) 466-6585

CDC Civil Design Concepts, PA
www.civildesignconcepts.com

NCBELS LICENSE #: C-2184

NO.	DATE	DESCRIPTION



WAYNESVILLE INN & GOLF CLUB
PARKING IMPROVEMENTS

WGC HOSPITALITY, LLC — WAYNESVILLE, NORTH CAROLINA

CDC INSPECTIONS HOTLINE:
828-771-4755 OR INSPECTION@CDCGO.COM



SITE PLAN

GRAPHIC SCALE

