



## Town of Waynesville, NC

### Town Council Regular Meeting

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

Date: May 14<sup>th</sup>, 2024 Time: 6:00 p.m.

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The agenda and all related documentation may be accessed electronically at [www.waynesvillenc.gov](http://www.waynesvillenc.gov).  
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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](mailto: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. April 23, 2024 Regular Scheduled Meeting Minutes
  - b. April 17, 2024 Special Meeting Minutes-Budget Workshop #1
  - c. April 25, 2024 Special Meeting Minutes Cont.-Budget Workshop #2
  - d. May 1, 2024 Special Meeting Minutes Cont.-Budget Workshop #3
  - e. Adoption of CDBG-I Procurement Policy
  - f. West Marshall Street Powell Bill Addition
  - g. Reschedule the Public Hearing for Revisions to Charter & Code of Ordinances to reflect change in governing body's name to May 28th, 2024.
  - h. Set date for Public Hearing on 2024-25 operating and capital budget for June 11<sup>th</sup>, 2024
  - i. Removal of absentee Board and Commission Members
  - j. Acceptance of CDBG-I Number 23-I-4153
  - k. Acceptance of CDBG-I Number 23-I-4154
  - l. Power of Pink 5K Special Event Permit Application
  - m. 2025 Gateway to the Smokies and Mighty Four Miler Special Event Permit Application
  - n. Purchase of Merakal LLS. Digital Evidence Storage Cabinet

**Motion: To approve the consent agenda as presented.**

**E. PRESENTATION**

3. Final Mural Concept for the Pigeon Community Multicultural Development Center (PCMDC)
  - Jesse Fowler, Assistant Town Manager

***Motion: Motion to approve Kristy McCarthy's final concept for the Pigeon Community Multicultural Development Center and to move forward with the mural installation.***

**F. PROCLAMATION**

4. National Public Works Week
  - Mayor Gary Caldwell

**G. PUBLIC HEARINGS**

5. Public Hearing to consider a Longview Subdivision Conditional District Map Amendment (Rezoning) Application, sections 2.7 and 15.15 of the Land Development Standards (LDS).
  - Assistant Development Services Director, Olga Grooman

**Motions:**

1. ***Motion to find the Conditional District Map Amendment as proposed (or amended) as being consistent / inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.***
2. ***Motion to approve/deny/approve with conditions the Conditional District Map Amendment.***

6. A Public Hearing to consider a text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes.
  - Assistant Development Services Director, Olga Grooman

**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. Interview Logistics for Waynesville Housing Authority applicants
  - Jesse Fowler, Assistant Town Manager
8. Award of New Janitorial Contract for Town Facilities
  - Julie Grasty, Asset Services Manager

***Motion: To award the janitorial contract to Clean Environments of Asheville Inc, with the contract ending June 30, 2025, in the amount of \$86,336.04 annually.***



TOWN OF WAYNESVILLE – REGULAR SESSION AGENDA

May 14, 2024

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**I. COMMUNICATION FROM STAFF**

9. Manager's Report

- Town Manager, Rob Hites

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

## CALENDAR

May 2024

ALL COUNCIL MEETINGS TO START AT 6:00 PM IN THE BOARD ROOM LOCATED  
AT 9 SOUTH MAIN STREET UNLESS OTHERWISE NOTED

2024	
Mon. May 27	Town Offices Closed-Memorial Day
Tues. May 28	Town Council Meeting – Regular Session
Tues. June 11	Town Council Meeting – Regular Session
Fri. June 14th	Mountain Street Dance 4-6pm
Tues. June 25	Town Council Meeting – Regular Session
Thurs. July 4	Town Offices Closed-Independence Day & Stars and Stripes Kids Parade 10am-3pm
Tues. July 9	Town Council Meeting – Regular Session
Fri. July 12 <sup>th</sup>	Mountain Street Dance 4-6pm
Tues. July 23	Town Council Meeting – Regular Session
Fri. August 9 <sup>th</sup>	Mountain Street Dance 4-6pm
Tues. August 13	Town Council Meeting – Regular Session
Tues. August 27	Town Council Meeting – Regular Session
Mon Sept. 2	Town Offices Closed-Labor Day
Tues. September 10	Town Council Meeting – Regular Session
Tues. September 24	Town Council Meeting – Regular Session
Tues. October 8	Town Council Meeting – Regular Session
Sat. October 12	Church Street Art and Craft Show 10am-5pm
Tues. October 22	Town Council Meeting – Regular Session
Thurs. October 31 <sup>st</sup>	Treats on the Street 5-7pm
Mon November 11	Town Offices Closed-Veteran's Day
Tues. November 12	Town Council Meeting – Regular Session
Thurs. & Fri. November 28 & 29	Town Offices Closed-Thanksgiving
Sat. November 30 <sup>th</sup>	Christmas Tree Lighting 6-7pm
Mon. December 2 <sup>nd</sup>	Waynesville Christmas Parade 4-6pm
Tues. December 10	Town Council Meeting – Regular Session
Sat. December 14	A Smoky Mountain Christmas 6-9pm
Tues, Wed, Thurs December 24, 25, and 26	Town Offices Closed-Christmas

## Board and Commission Meetings – May 2024

ABC Board	ABC Office – 52 Dayco Drive	<b>May 21st</b> 3 <sup>rd</sup> Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	<b>May 7th</b> 1 <sup>st</sup> Tuesday 5:30 PM
Cemetery Commission	Public Services Building	<b>January, March, July, and October</b> 3 <sup>rd</sup> Tuesday 2:00 PM
Downtown Waynesville Commission	Municipal Building – 16 South Main Street	<b>May 21st</b> 3 <sup>rd</sup> Tuesday 8:30 AM
Environmental Sustainability Board	Municipal Building-16 South Main Street	<b>May 2<sup>nd</sup> and 16th</b> 1 <sup>st</sup> and 3 <sup>rd</sup> Thursdays 4:30pm
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	<b>Meets as needed;</b> <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	<b>May 1st</b> 1 <sup>st</sup> Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	<b>May 20th</b> 3 <sup>rd</sup> Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	<b>May 9th</b> 2 <sup>nd</sup> Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	<b>May 20th</b> 3 <sup>rd</sup> Monday 5:30 PM
Waynesville Housing Authority	Main Office-48 Chestnut Park Drive	<b>May 15th</b> 3 <sup>rd</sup> Wednesday 9:00 AM



## Town of Waynesville, NC

### Town Council Special Called Meeting-Budget Workshop

Municipal Building, 16 South Main Street, Waynesville, NC 28786

Date: April 17th, 2024 Time: 5:00 p.m.

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#### **A. CALL TO ORDER**

Mayor Gary Caldwell called the meeting to order at 5:03 pm with the following members present:

Mayor Gary Caldwell

Mayor Pro Tempore Chuck Dickson

Councilmember Jon Feichter

Councilmember Anthony Sutton

Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager

Jesse Fowler, Assistant Town Manager

Candace Poolton, Town Clerk

Town Attorney Martha Bradley

Elizabeth Teague, Director of Development

Misty Hagood, Finance Director

Taylor Garland, Assistant Finance Director

Police Chief David Adams

Assistant Police Chief, Brandon Gilmore

Jeff Stines, Public Services Director

Page McCurry, Human Resources Director

Luke Kinsland, Recreation Director

Members of the Media:

Paul Nielson, The Mountaineer

Corey Vaillancourt, Smoky Mountain News

#### **B. PRESENTATION OF 2024-2025 BUDGET ALTERNATIVES**

Town Manager Rob Hites presented three budget "options" to Council and said Council can mix and match parts of each option as well.

### Option 1:

#### Revenue Highlights-General Fund:

- No Property Tax rate increase
  - 1 cent on tax rate at 99.19% collection rate = \$165,000 (includes motor vehicle taxes)
- No increase in Fire Taxes in outside districts
- Unrestricted Fund Balance being used for Fire Department design, but will pay ourselves back when we get the loan for the building = \$570,000
- Using Powell Bill Fund Balance for paving = \$100,000
- Increase in Sales Tax (budgeting 3% increase) = \$135,000
- Total assessed value increased \$61,652,430 = net \$211,500 at current tax rate
- Increase in Investment Income = \$100,000
- Increase in ABC General Distribution = \$50,000
- Increase in various Parks & Rec revenues from more visits = \$20,000
- **Total Revenue Increase = \$516,500**

#### Expenditure Highlights-General Fund:

- Increases in supplies, gas, tires, and electricity costs from inflation
- No additional positions or over hires
- 0% increase in health insurance
- 1% COLA = \$103,000
- Career Track being funded at 2.5% for employees and 5% every 2 years for Police = \$248,500
- 1% increase in LGERS = \$82,000

Total increase = \$433,500

- Capital proposed in General Fund
  - Meter Reading Data Collectors \$19,000
  - Time & Attendance for Munis \$50,000
  - One EV and charger for Police Dept \$60,000
  - Electric mower for cemetery \$26,000

Capital Total = \$155,000

#### Enterprise Funds and Garage Fund:

- No increase in Water or Sewer rates
- 7% increase in Electric rates to fund NCDOT project and new subdivisions
- Increases in operating costs from inflation
- 0% increase in health insurance
- Includes 2.5% Career Track = \$71,000
- 1% COLA = \$28,300
- 1% increase in LGERS = \$23,500
- No new positions; One over hire in water treatment = \$30,000
  - Total Increase = \$152,800
- No capital in Garage Fund
- No capital in Water Fund
- Sewer Fund capital - misc. sewer line replacement and lab equipment upgrade = \$200,000
- Electric Fund capital - Allison Acres and Sunnyside infrastructure and funds to finish NCDOT Russ/Walnut Project = \$1,005,830
- Requires using \$66,227 of fund balance in Electric Fund

## Option 2:

### Revenue Highlights-General Fund:

- No increase in Fire Taxes in outside districts
- Unrestricted Fund Balance being used for Fire Department design, but will pay ourselves back when we get the loan for the building = \$570,000
- Using Powell Bill Fund Balance for paving = \$100,000
- 1 cent Property Tax rate increase = \$165,000
  - 1 cent on tax rate at 99.19% collection rate = \$165,000 (includes motor vehicle taxes)
- Increase in Sales Tax (budgeting 3% increase) = \$135,000
- Total assessed value increased \$61,652,430 = net \$211,500 at current tax rate
- Increase in Investment Income = \$100,000
- Increase in ABC General Distribution = \$50,000
- Increase in various Parks & Rec revenues from more visits = \$20,000
- **Total Revenue Increase = \$681,500**

### Expenditure Highlights-General Fund:

- Increases in supplies, gas, tires, and electricity costs from inflation
- No other additional positions or over hires
- Expenses for storm water move to new fund = -\$75,000
- Portion of salary for Environmental Sustainability Director = \$21,833
- Career Track funded at 2.5% for employees and 5% every 2 years for Police = \$248,000
- 1% COLA = \$103,000
- 1% increase in LGERS = \$82,000
- Total increase = \$379,833
- Capital proposed in General Fund
  - Meter Reading Data Collectors \$19,000
  - Time & Attendance for Munis \$50,000
  - One EV and charger for Police Dept \$60,000
  - Police equipment and vests \$66,000
  - Leaf collector \$100,000
  - Electric mower for cemetery \$26,000
  - EV for Development Services \$55,000
  - Portion of cardio equipment for Rec Center \$23,608
- Capital Total \$399,608

### Enterprise Funds and Garage Fund:

- No increase in water or sewer rates
- 7% increase in electric rates to fund NCDOT project and new subdivisions
- Addition of Stormwater Fund and new stormwater fee starting in January 2025 = \$150,000
- Increases in operating costs from inflation
- Stormwater Fee will allow addition of Planner I to manage program; first year will fund 9 months to allow time for job description & advertising = \$45,725
- Environmental Sustainability Director in Electric Fund with half to General Fund, Water Fund, Sewer Fund = \$131,000
- One over hire in water treatment = \$30,000
- Includes 2.5% Career Track = \$71,000
- 1% COLA = \$28,300

- 1% increase in LGERS = \$23,500
- Total Increase in Expenses = \$329,525
- No capital in Garage Fund
- No capital in Water Fund
- Sewer Fund capital - misc. sewer line replacement (partial) and lab equipment upgrade = \$190,000
- Electric Fund capital - Allison Acres and Sunnyside infrastructure and funds to finish NCDOT Russ/Walnut Project = \$1,005,830
- Requires using \$138,487 of fund balance in Electric Fund

### Option 3:

#### Revenue Highlights-General Fund:

- No increase in Fire Taxes in outside districts
- Unrestricted Fund Balance being used for Fire Department design, but will pay ourselves back when we get the loan for the building = \$570,000
- Using Powell Bill Fund Balance for paving = \$100,000
- 2 cent Property Tax rate increase = \$330,000
  - 1 cent on tax rate at 99.19% collection rate = \$165,000 (includes motor vehicle taxes)
- Increase in Sales Tax (budgeting 3% increase) = \$135,000
- Total assessed value increased \$61,652,430 = net \$211,500 at current tax rate
- Increase in Investment Income = \$100,000
- Increase in ABC General Distribution = \$50,000
- Increase in various Parks & Rec revenues from more visits = \$20,000
- **Total Revenue Increase = \$846,500**

#### Expenditure Highlights-General Fund:

- Increases in supplies, gas, tires, and electricity costs from inflation
- Portion of salary for Environmental Sustainability Director = \$21,833
- No other additional positions or over hires
- Career Track being funded at 2.5% for employees and 5% every 2 years for Police = \$248,000
- 1% COLA = \$103,000
- 1% increase in LGERS = \$82,000
- Total Increase = \$454,833
- Capital proposed in General Fund Option 3
  - Meter Reading Data Collectors \$19,000
  - Time & Attendance for Munis \$50,000
  - One EV and charger for Police Dept \$60,000
  - Police equipment and vests \$66,000
  - Leaf collector \$100,000
  - Electric mower for cemetery \$26,000
  - EV for Development Services \$55,000
  - Portion of cardio equipment for Rec Center \$101,608
- Capital Total \$477,608

#### Enterprise Funds and Garage Fund:

- No increase in water or sewer rates
- 7% increase in electric rates to fund NCDOT project and new subdivisions
- Increases in operating costs from inflation
- Includes 2.5% Career Track = \$71,000

- 1% COLA = \$28,300
- 1% increase in LGERS = \$23,500
- Environmental Sustainability Director in Electric Fund with half to General, Water & Sewer Funds = \$131,000
- One over hire in water treatment = \$30,000
  - Total Increase = \$260,300
- No capital in Garage Fund
- No capital in Water Fund
- Sewer Fund capital - misc. sewer line replacement (partial) and lab equipment upgrade = \$190,000
- Electric Fund capital - Allison Acres and Sunnyside infrastructure and funds to finish NCDOT Russ/Walnut Project = \$1,005,830
- Requires using \$138,487 of fund balance in Electric Fund

### **C. DISCUSSION AND DIRECTION BY COUNCILMEMBERS**

Councilmember Dickson asked for clarification regarding the Enterprise Fund. Town Manager Rob Hites said the Enterprise Fund is there in case of a natural disaster or a major equipment failure and the town needs cash.

Councilmember Dickson asked if the half million dollars for the fire department funding would affect the town's borrowing ability. Ms. Hagood said no. Mr. Hites said they would pass a resolution permitting us to be refunded for upfront costs.

Town Manager Hites recommended that Council set a Public Hearing for the budget for May 28th. Councilmember Feichter asked about the possible 7% increase in Electric Fund and how Mr. Hites came to that number. He suggested the Town do an electric rate analysis to compare rates with others. Mr. Hites said the town does have a vendor ready to start that analysis, they just need cash to pay contracts. Mr. Hites said that 7% electric rate is largely from the Russ Avenue project, Allison Acres, and Mountain Creek Apartments. Councilmember Feichter pointed out that the Russ Ave project is more of an expenditure. Mr. Hites said he can get projected revenue from Allison Acres and Mountain Creek Apartments. Councilmember Dickson said the rate increase is probably a good thing considering the town will see a sizeable increase in wholesale rates. Councilmember Feichter asked Councilmember Dickson about the proposed EV purchase and if it's eligible for a 30% rebate. He said the police car is not, but the lawn mower and charging station are, and the cost of the EV car is comparable to a new police car.

Councilmember Sutton proposed a two percent property tax plus a stormwater fee schedule, which would help support a COLA increase of 2%. Councilmember Freeman said she supports the COLA but does not want to raise taxes. She added that the town needs to support the services we currently have and with inflation and interest rates not going down, residents should not be taxed more. Councilmember Freeman said retention and recruitment is her priority, and new programs should not be introduced without taking care of current staff first. Councilmember Sutton said the 2% COLA is most important to him. Councilmember Dickson said they had discussed changing dependent insurance coverage in the past. Councilmember Sutton said partially cutting insurance coverage for dependents is just moving employees' money from one pocket to the other. Mr. Hites said that what they've heard from employees is they want more money in hand. He said that the largest insurance costs are coming from retirees. Mr. Hites said it's uncommon for municipalities to provide insurance until employees are 65. Ms. Hagood said there's an \$8 million liability in the Town's financials. Councilmember Dickson said there are employees without dependents and that would mean more money in their pockets if the town wasn't paying as much for insurance for employees with dependents.



Councilmember Dickson said that he does not want to raise taxes and wants to make sure the stormwater fee is equitable. Mr. Hites said the proposed stormwater fee will raise \$150,000 if they implement it January 1<sup>st</sup>. Councilmember Feichter said if you're implementing a stormwater fee and not raising taxes, there's still a hit to homeowners.

Assistant Town Manager Jesse Fowler said the purpose of the stormwater fee is to maintain the stormwater system. Mr. Fowler said the fees have to go towards the sewer system. He said the fees are not to hurt lower socioeconomic groups. Mr. Fowler said there are two units they used to develop the fee tiers as equitable as possible-Equivalent Residential Units (ERU) and Equivalent Residential Acreage (ERA). Mayor Caldwell asked if apartments fall under residential or commercial. Mr. Fowler said residential and the LLC that owns the complex would pay the stormwater fee. Mr. Fowler said the fee will not be on utility bills, but will be listed as a separate, annual utility fee on tax bills. Councilmember Sutton requested that the stormwater fee be on a separate bill from the tax bill. Mr. Fowler said they are charging people for an incredibly expensive service that is state mandated and unfunded.

Councilmember Sutton recommended increasing the commercial rate on tier 4 and 5 and keeping the tier 1 level residential at less than \$10/year. Development Director Elizabeth Teague asked about lots that are undeveloped and open land. Mr. Fowler said the ERU would be 0 if there's not impervious surfaces and farmland is exempted. Councilmember Feichter requested that staff put together an educational document for residents explaining the purpose of the stormwater fee and what the money is being used for.

There was a consensus that Council supported the stormwater fee.

Ms. Teague said the fee would also apply to tax exempt properties such as churches. Councilmember Sutton said that government buildings should not be exempt and Councilmember Feichter agreed.

Mr. Hites said the stormwater fee should help fund an entry level planner that would physically walk and locate all the sewer outfalls and inspect and report on all stormwater devices in the city, and it would help fund a sustainability manager. Councilmember Sutton said that fees may not exceed the costs of providing a stormwater program. Mr. Hites reiterated Councilmember Freeman's sentiment that she wants all of the money that's said aside be dedicated to a 2% COLA; he asked Council that if we reach that goal and there are funds left, what do they want to do with the rest of the money? Councilmember Dickson suggested lowering how much the town pays for dependent insurance. Councilmember Freeman said employee morale is down, so the last thing we want to do is lower employees' benefits. Councilmember Dickson said that hiring an energy/sustainability manager would save money in long run and allow the town to take advantage of grants.

Councilmember Dickson said when the asset services manager retires next year, there has been discussion of making that position into more an energy manager. Councilmember Feichter recommended waiting until the asset manager retires to hire the sustainability/energy manager, and Mr. Hites said the Environmental Sustainability Board is concerned about lack of ERA funding by next year. Councilmember Feichter said with the success of the grant writer position and the fact that they'd only need \$21,000 from the general fund this year, and the opening of a salary next year upon the asset services manager position, he would like to move forward with the energy manager position.

#### **D. SCHEDULE OF FURTHER BUDGET SESSIONS/BUDGET PUBLIC HEARING**

Council said they would like to meet again to discuss the budget before the budget public hearing.

Police Chief David Adams asked if the proposed budget includes any much needed equipment. Mr. Hites said it sounds like Council would like to put money towards a 2% COLA, but there's very little money in the budget for equipment needs.

Fire Chief Joey Webb said that he's got a fire engine that's been out of commission for two months and still has an oil leak. He said for 16 years he's been asking for the same things. He said there's been some success, but he's concerned about how he's leaving the department when he retires next year. He added that he needs staff and equipment and it's affecting morale. Public Services Director Jeff Stines said they need more funding for infrastructure. AC Brandon Gilmore said when funding can be found for a new position, but they have employees leaving, it's frustrating to current employees. Councilmember Dickson said if he thought the energy manager position was taking away from anybody, he wouldn't be in favor of it, but he said the position would save the town money in the long run. Councilmember Feichter said after hearing employee concerns and department needs, he would like to reevaluate. Chief Adams said he'd be willing to give up some equipment requests so that employees could get a 3% COLA. Mr. Hites said he has the capital requests from department heads, and he asked them if they could rate what was most important. Ms. Hagood said the Budget Option 3 has most needed capital items. AC Gilmore said he spoke with other police departments, and their electric patrol cars aren't being used. He said they won't stay charged so they're just being used as an administrative vehicle. Councilmember Sutton said he is willing to lose an election if it means getting staff what they need. Councilmember Freeman said she will not support new programs. Mayor Caldwell told Chief Adams and AC Gilmore that if they don't want electric vehicles, they don't have to have them. Chief Adams said he is open to an EV if it can be funded with grant money. Mr. Hites said Council could do a 20-year bond at 4% interest if they wanted to borrow money. Councilmember Feichter said Council has to get staff the equipment they need. He said in 2016 he voted to raise taxes by 5 cents to get 8 new firefighters because that's what they needed to do. Ms. Teague said they don't need a top of the line EV truck, they just need an all-wheel drive vehicle.

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton to continue this meeting to next Thursday, April 25<sup>th</sup> at 5pm. The motion passed unanimously.***

#### **E. ADJOURN**

***A motion was made by Councilmember Dickson, seconded by Councilmember Freeman, to adjourn at 7:12pm. The motion passed unanimously.***

ATTEST:

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Gary Caldwell, Mayor

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Robert W. Hites, Jr. Town Manager

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Candace Poolton, Town Clerk

**MINUTES OF THE TOWN OF WAYNESVILLE TOWN COUNCIL**  
**Regular Meeting**  
**April 23, 2024**

**THE WAYNESVILLE TOWN COUNCIL** held a regular meeting on Tuesday, April 23, 2024, at 6:00pm 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 6:04 pm with the following members present:

Mayor Gary Caldwell  
Councilmember Jon Feichter  
Councilmember Anthony Sutton  
Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager  
Jesse Fowler, Assistant Town Manager  
Candace Poolton, Town Clerk  
Town Attorney Martha Bradley  
Elizabeth Teague, Director of Development  
Taylor Garland, Assistant Finance Director  
Police Chief David Adams  
Assistant Chief of Police, Brandon Gilmore

Members of the Media:

Paul Nielson, The Mountaineer

1. Welcome/Calendar/Announcements

Mayor Gary Caldwell welcomed everyone and announced that the next Town Council meeting will be held on May 14<sup>th</sup> and the Whole Bloomin Thing Festival will be on Saturday, May 11<sup>th</sup> in Frog Level. Mayor Caldwell commended Alex McKay and Beth Gilmore for the success of Appalachian Heritage Festival this weekend.

**B. PUBLIC COMMENT**

Joey Del Bosque-Mr. Del Bosque spoke in favor of the proposed noise ordinance update that would require golf courses to adhere to the same rules as everyone else in town: Lawn equipment may not be operated earlier than 7am. He said he lives adjacent to the Country Club and has dealt with serious noise issues that have affected his well-being as early as 5am.

## C. ADDITIONS OR DELETIONS TO THE AGENDA

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to move item E.(3):Final Mural Concept for the Pigeon Community Multicultural Development Center (PCMDC) to the May 14<sup>th</sup>, 2024 Council meeting and to add to that meeting's agenda to review the members of the Planning Board's attendance and the removal of Peggy Hannah. The motion passed unanimously.***

## 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. Approve the April 9, 2024 Regular Scheduled Meeting Minutes
  - b. Approve the budget amendment for the Pigeon River Fund Grant (Fishing access area)
  - c. Call for a Public Hearing for May 14, 2024 to consider a text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes
  - d. Approval of the attached capital project ordinance amendment for the Walnut Street/Russ Avenue Improvements
  - e. Call for a Public Hearing for May 14, 2024 to consider amendments to the Town Charter and Code of Ordinances to reflect the change in the governing body's name from "Board of Aldermen" to "Town Council" and adopt Resolution of Intent.
  - f. Call for Public Hearing on the 2024-25 Operating and Capital budget for 6:00 pm on Tuesday, May 28, 2024
  - g. Appoint Trey Peterson to the Waynesville Recreation Advisory Commission
  - i. Approve the Hazelwood Hot Summer Nights Special Event Permit
  - j. Approve the Return of the Gateway Arch Special Event Permit

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

## E. PROCLAMATIONS

3. Child Abuse Prevention Month 2024
  - Mayor Gary Caldwell

Mayor Gary Caldwell invited Councilmember Sutton to read the Child Abuse Prevention Month proclamation.

4. Sexual Assault Awareness Month 2024
  - Mayor Gary Caldwell

Mayor Gary Caldwell invited Councilmember Freeman to read the proclamation for Sexual Assault Awareness Month. Mayor Caldwell said that as the director of REACH, Councilmember Freeman does a fantastic job and thanked her for her important work.

## **F. NEW BUSINESS**

### **5. Removal of Waynesville Housing Authority Board Member**

- Belinda Kahl, WHA Executive Director and Brian Cagle, Board Chairman

WHA Director, Belinda Kahl, recommended that Town Council remove Michael Loomis from the commission for failing to satisfy the Town's attendance policy as described in the Boards and Commissions manual. She said they spoke with Mr. Loomis, and he is okay with stepping down. Councilmember Sutton thanked him for his service.

***A motion was made by Councilmember Sutton, seconded by Councilmember Freeman, to remove Michael Loomis from his seat on the Waynesville Housing Authority. The motion passed unanimously.***

### **6. Request to apply for "COPS" grant.**

- Police Chief David Adams

Police Chief David Adams reported that the department has been made aware that the "COPS" program has been re-authorized, and Waynesville is eligible for funding of two new police officers. He said the new grant is a three-year grant that funds 75% of an officer's salary and after three years, the department is expected to retain the employees that were hired in the position.

Councilmember Freeman said that calling legislators in D.C. makes a difference in the application process. Chief Adams said contacting Congressman Edwards would help as well. Councilmember Sutton offered to speak with Senator Tillis.

***A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to approve the request to apply for "COPS" grant. The motion passed unanimously.***

### **7. Amendment to the Code of Ordinances regarding the time lawn maintenance equipment may be used within the Town limits.**

- Rob Hites, Town Manager

Town Manager Rob Hites reported that Councilmembers received complaints regarding the use of lawn maintenance equipment at 6:00 am. He said the noise ordinance sets a 7:00 am starting time for lawn maintenance activity, but makes an exception for lawn maintenance equipment on golf courses. He said that residents have provided examples that such noise can be clearly heard within dwellings abutting the golf courses. He referenced the proposed amendment to Chapter 26, Section (10) deletes the exception for the use of lawn maintenance equipment on golf courses and establishes the same 7:00 am standard as that for lawn maintenance activity within the Town limits.

Councilmember Sutton stated that lawn equipment being operated at 6am is disruptive to the peaceful sleep of residents and is not conducive to the peaceful environment they want for their citizens. Councilmember Feichter agreed with Councilmember Sutton and referenced Mr. Del Bosque's public comment that said the previous decision to allow 6am lawn care was made because only one person wanted it so. He suggested that if Council is going to change the ordinance, they should hold a public hearing so more than person can weigh in. Councilmember Sutton said he reached out to the two golf courses and they chose not to show up at tonight's meeting.

***A motion was made by Councilmember Freeman, seconded by Councilmember Sutton, to approve the 7am amendment to the noise ordinance, and that golf courses are held to the same standards as the rest of the residents in Waynesville. The motion passed unanimously.***

**G. COMMUNICATION FROM STAFF**

8. Manager's Report

- Town Manager, Rob Hites

Nothing to report.

9. Town Attorney Report

- Town Attorney, Martha Bradley

Nothing to report.

**I. COMMUNICATIONS FROM THE MAYOR AND COUNCIL**

Councilmember Freeman thanked Mayor Caldwell for the proclamations. Councilmember Feichter and Sutton thanked Councilmember Freeman for what she does with REACH. Mayor Caldwell reminded Council that the budget workshop was continued to Thursday, April 25<sup>th</sup> at 5pm in the Municipal Conference Room.

**J. ADJOURN**

***A motion was made by Councilmember Sutton, seconded by Councilmember Feichter, to adjourn at 6:35pm. The motion passed unanimously.***

ATTEST:

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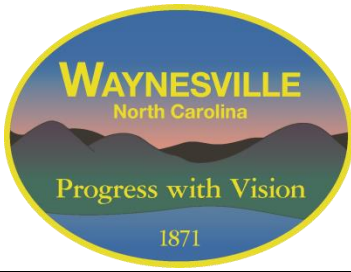
Gary Caldwell, Mayor

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Robert W. Hites, Jr. Town Manager

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Candace Poolton, Town Clerk



## Town of Waynesville, NC

### Town Council Special Called Meeting-Budget Workshop Cont

Municipal Building, 16 South Main Street, Waynesville, NC 28786

Date: April 25th, 2024 Time: 5:00 p.m.

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The agenda and all related documentation may be accessed electronically at [www.waynesvillenc.gov](http://www.waynesvillenc.gov).

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

#### **A. CALL TO ORDER**

Mayor Gary Caldwell called the meeting to order at 5:01 pm with the following members present:

Mayor Gary Caldwell

Mayor Pro Tempore Chuck Dickson

Councilmember Jon Feichter

Councilmember Anthony Sutton

Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager

Jesse Fowler, Assistant Town Manager

Candace Poolton, Town Clerk

Town Attorney Martha Bradley

Elizabeth Teague, Director of Development

Taylor Garland, Assistant Finance Director

Police Chief David Adams

Assistant Police Chief, Brandon Gilmore

Jeff Stines, Public Services Director

Page McCurry, Human Resources Director

Luke Kinsland, Recreation Director

Members of the Media:

Paul Nielson, The Mountaineer

#### **B. PRESENTATION OF 2024-2025 BUDGET ALTERNATIVES**

Mayor Caldwell asked each department head about their most important needs:

Fire Chief Joey Webb said they need four more firefighters.

Recreation Director Luke Kinsland said they need cardio equipment, but can replace some now and some later. He said that he applied for a grant to cover the cost, but he won't know if they will be awarded the grant until after the budget will be approved.

Public Services Director Jeff Stines said a lawn mower with a 48 inch deck is needed for the cemetery, as well as a leaf vacuum truck.

Police Chief David Adams said the COPS grant could pay for new officers, but they will need two gas powered vehicles. He said ballistic vests are an absolute must. Chief Adams said Waynesville officers' starting salary is \$6,000 less than the sheriff's department starting salary. Councilmember Sutton asked Chief Adams about the Administrative Sergeant position. He said that staff person would help organize trainings, manage social media and the police department app, keep track of new regulations and data entry, and supervise school resource officers.

Assistant Finance Director Taylor Garland said they need new meter reader equipment.

Development Director Elizabeth Teague requested a replacement vehicle that Land Use Administrator Byron Hickox used to drive because it's out of commission. She said they are open to having an EV, as long as it's 4-wheel drive and has plenty of room inside. She said they could bring down the cost of the vehicle for less than what they originally requested. She said a Toyota Rav4 is anywhere between \$40,000 and \$50,000. Ms. Teague said several staff in her department share a vehicle to help cut costs.

### **C. DISCUSSION AND DIRECTION BY COUNCILMEMBERS**

Mayor Caldwell said each department's needs total to \$675,000 which equals a four cent increase on the tax rate. Mr. Hites added that it includes a 2.5% career track increase and 2% COLA. Councilmember Sutton read the following statement:

"It's my duty to address the crucial issue of investing in our town's capital items. It's not just about allocating funds; it's about ensuring the well-being of both our employees and our community members.

Let's reflect on past instances where the lack of investment has led to tangible consequences. Remember when we couldn't provide timely utility bills, causing confusion and inconvenience for our residents? Or when we faced challenges in picking up leaves because we lacked the necessary trucks? These are not mere inconveniences; they're symptoms of a larger problem.

By deferring the replacement of the sewer treatment plant, we are not only incurring fines but also increased costs for the replacement. This shortsighted approach is a disservice to everyone in Waynesville.

Investing in capital items isn't just about addressing immediate needs; it's about safeguarding our town's future. It's about ensuring efficient services, maintaining infrastructure, and fostering a thriving community.

Let's learn from past mistakes and commit to investing in our town's future today.

I understand that raising taxes is never an easy decision, but it's a necessary one if we want to invest in the future of our town. By prioritizing our employees and ensuring they have what they need to succeed, we're investing in the well-being of our entire community."

Councilmember Sutton recommended an increase seven cents on the tax rate to include capital needs, an increase in COLA, and the requested staff positions. He added that the more Council defers a tax rate increase, the more it causes issues in the future. Mayor Caldwell reminded Council that there's property evaluation next year.



Councilmember Feichter said rates have been raised several times over the last few years to pay for updates to the wastewater treatment plant. Mr. Hites said that was the debt service on \$29 million. Councilmember Feichter said he'd love to do everything, but seven cents on the tax rate is hard to do. He said he understands that budgeting and allocating tax revenue comes down to wants and needs and he sees a lot of needs in this budget request and very few wants. He commended department heads for working together and identifying their needs. He said there's no good time to increase the tax rate and he recognizes Council can no longer "kick the can down the road", so he'd like to find a middle ground, knowing Council can't do everything they want to this year. Mayor Caldwell said taking care of the staff is the most important thing. Councilmember Sutton said if they don't have the tools to do their jobs, that can also lead to a high turnover rate. Councilmember Feichter asked about the Town Square topographic survey. Assistant Town Manager Jesse Fowler said it is a survey of the space in front of Town Hall and that the Downtown Waynesville Commission would like to turn that space into a Town Square/event space. Councilmember Feichter asked if that project can wait for now. Mr. Fowler said they can't move forward with the project, including planning stages, without the survey. Councilmember Feichter asked Mr. Kinsland if some of the cardio equipment could be replaced now, and some the following year. He said yes, that is possible, and they could be receiving a grant in June which would help fund replacing all the cardio equipment. He added that the tennis courts were quoted at \$450,000 to be resurfaced and the wooden playground needs repairs. Councilmember Feichter said he's done six budgets and right now, the tax rate is about the same as it was in 2016. He said he researched ways to alleviate the tax burden on the elderly and low-income households. He found three programs that the state of North Carolina offers-Homestead Exemption, Circuit Breaker and Tax Deferment, and Property Tax Homestead Exclusion. Mr. Hites said residents could apply through the county tax assessor during specific times of the year, like open enrollment. Councilmember Feichter said when speaking with Tribridge, they agreed to provide some workforce housing in exchange for some property tax relief. He asked if the town could set up a program to grant a rebate for property taxes paid to certain income levels or certain aged people. Mr. Hites said probably not, but he and Ms. Bradley can look into it.

Mr. Hites said the stormwater fee is, by statute, a utility fee, but the stormwater program is unfunded and mandated and costing the town money. He said the fee would allow the town to not take money from the general fund to pay for the stormwater program. Councilmember Feichter confirmed with Mr. Hites that this would set up a stormwater enterprise fund.

Mayor Caldwell said for staff needs to be met, he calculated a four-cent tax rate increase. Councilmember Freeman said she is not in favor of any tax increases because of how much everything else has gone up, she doesn't want taxpayers to have to pay even more. She said the staff and department heads are incredible, and all the requests are much needed. She said they've put tax increases off for years, which led to trouble with the sewer plant. Councilmember Freeman said she can't agree to do a seven-cent tax rate increase, but she can be persuaded to do some increase. Councilmember Dickson said he cannot be in favor of a tax increase. He said the electric rate is going up and the stormwater fee will be added and that fees have gone up over the last seven years and taxes were raised three years ago. He said he is in favor of keeping the career track and a 2% COLA. Councilmember Dickson said next year could be better with the increase in value from the new developments. He added that the benefits package Waynesville offers is one of the best around. He said employee benefits cost the Town \$5.5 million. Councilmember Dickson suggested letting taxpayers vote on bond referendum.

Councilmember Feichter said a one cent tax rate increase on a property valued at \$249,000 would be about \$24 a year and four cents on the tax rate would be \$99.60 a year. Councilmember Freeman said she would not raise the tax rate by four cents and that two cents is reasonable. Councilmember Feichter said he could agree

to do four cents increase if those funds could be used for capital needs. Mr. Hites said that would also help fund four firefighters, a 2% COLA and 2.5% career track.

Councilmember Feichter requested that a budget be drafted that shows what can be provided with a two cent and a four cent tax rate increase.

Chief Adams said he would be willing to go without two patrol cars to increase the COLA to 3% instead of 2%.

**D. SCHEDULE OF FURTHER BUDGET SESSIONS/BUDGET PUBLIC HEARING**

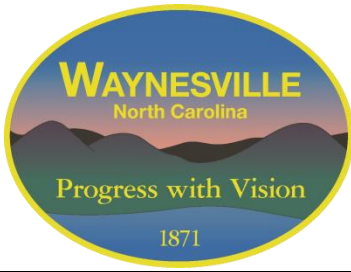
***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to continue this meeting to next Wednesday, May 1<sup>st</sup> at 5pm in the Municipal Conference Room, located at 16 S. Main Street. The motion passed unanimously.***

ATTEST:

\_\_\_\_\_  
Gary Caldwell, Mayor

\_\_\_\_\_  
Robert W. Hites, Jr. Town Manager

\_\_\_\_\_  
Candace Poolton, Town Clerk



## Town of Waynesville, NC

### Town Council Special Called Meeting-Budget Workshop Cont

Municipal Building, 16 South Main Street, Waynesville, NC 28786

Date: May 1st, 2024

Time: 5:00 p.m.

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#### **A. CALL TO ORDER**

Mayor Gary Caldwell called the meeting to order at 5:00 pm with the following members present:

Mayor Gary Caldwell

Mayor Pro Tempore Chuck Dickson

Councilmember Jon Feichter

Councilmember Anthony Sutton

Councilmember Julia Freeman

The following staff members were present:

Rob Hites, Town Manager

Jesse Fowler, Assistant Town Manager

Candace Poolton, Town Clerk

Town Attorney Martha Bradley

Olga Grooman, Assistant Director of Development Services

Elizabeth Teague, Director of Development Services

Taylor Garland, Assistant Finance Director

Police Chief David Adams

Assistant Police Chief, Brandon Gilmore

Jeff Stines, Public Services Director

Page McCurry, Human Resources Director

Luke Kinsland, Recreation Director

Beth Gilmore, DWC Director

Members of the Media:

Becky Johnson, The Mountaineer

#### **B. DISCUSSION BY COUNCILMEMBERS**

Councilmember Dickson said he worked on a budget that would reflect what they could do with a 2.5 cent tax increase. He said that would provide a 2.5% COLA, ballistic vests, two firefighters, a vehicle for Development Services, a leaf collector (he mentioned using the stormwater fee to help pay for it), a mower for the cemetery,

meter reading equipment, and a time clock. He said that would total \$479,000. Councilmember Dickson said he will not vote for tax rate increase. Councilmember Freeman said she realizes that in order to take care of staff and to prevent services from diminishing, taxes need to be raised. Councilmember Feichter asked Chief Webb if they could work with having two new firefighter positions now, and two six months later. He said that there are four shifts, so four firefighters are ideal, but they could work with two for now by increasing part-time personnel. Councilmember Feichter pointed out that \$441,915 of the increase in spending is dedicated to public safety. He added that the starting salary of the Town's police officers is inadequate, and the proposed tax rate increase does nothing to address that. Councilmember Sutton agreed with Councilmember Feichter. Councilmember Freeman also agreed to a 2.5 cent tax rate increase. Mr. Hites reminded Council that they can only vote on the tax rate once. He said he would have to look into the possibility of approving the budget and setting the tax rate is possible to do in two separate motions.

Councilmembers Feichter, Freeman, and Sutton suggested raising the projected sales tax revenue from 3% to 3.5%. Mr. Fowler said the stormwater fee will cover 26% of the stormwater program expenditures. He presented a "worksheet" to Council, so they can adjust values and figure out exactly how much each tier should be charged, so they can come back to the next budget workshop with an idea of what the fee structure should look like. Mr. Hites said the stormwater fee would have to go on the tax bill so they can collect the fee.

Mr. Fowler said that a year and a half from now, switch infrastructure will have to be replaced, but that process can be broken up. He said it will most likely cost \$150,000.

Councilmember Feichter said there was an estimated \$103,000 for police vehicles on one of the proposed budgets. Chief Adams if he would forgo the vehicles so they could provide an increase in base police salary. Mr. Hites clarified that all other officers would have to get a pay increase as well; for example, if base salary went up 5%, officers that have already been promoted would also receive that same raise.

#### **C. SCHEDULE OF FURTHER BUDGET SESSIONS/BUDGET PUBLIC HEARING**

***A motion was made by Councilmember Dickson, seconded by Councilmember Sutton, to continue this meeting until May 14<sup>th</sup> at 4pm in the Municipal Conference room located at 16 S. Main Street, Waynesville. The motion passed unanimously.***

ATTEST:

\_\_\_\_\_  
Gary Caldwell, Mayor

\_\_\_\_\_  
Robert W. Hites, Jr. Town Manager

\_\_\_\_\_  
Candace Poolton, Town Clerk

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 5/14/24**

**SUBJECT** Adoption of CDBG-I Procurement Policy

**AGENDA INFORMATION:**

**Agenda Location:** Consent

**Item Number:**

**Department:** Administration

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY:** The Department of Environmental Quality (DEQ) notified us that the “Procurement Policy” the Town adopted was superseded by a version adopted by DEQ on December 30, 2023. DEQ requests that the Town adopt the most up to date policy. It closely follows NC procurement law with some additional procedures regarding ranking of vendors, advertising, rebidding etc.

**MOTION FOR CONSIDERATION:** Adopt the DEQ Procurement Policy effective January 1, 2024.

**FUNDING SOURCE/IMPACT:** Water and Sewer

**ATTACHMENTS:** Policy

**MANAGER’S COMMENTS:** NONE

**NC DEPARTMENT OF ENVIRONMENTAL QUALITY  
DIVISION OF WATER INFRASTRUCTURE (DIVISION)  
COMMUNITY DEVELOPMENT BLOCK GRANT-INFRASTRUCTURE UNIT**

**Policy Title: CDBG-I Program Procurement Policy**

**Revised: December 20, 2023**

**Version: 6**

**Effective Date: January 1, 2024**

This policy remains effective until it is amended, superseded, or rescinded.

## **PURPOSE AND SCOPE**

Goods and services must be procured in an effective manner and in compliance with Federal, State, and local laws. These laws exist to ensure that funds are awarded through fair and open competition and are spent on eligible and reasonably priced goods and services.

Per 24 CFR Section 570.489(g), when procuring property or services to be paid for in whole or in part with CDBG funds, the State shall follow its procurement policies and procedures. The State shall establish requirements for procurement policies and procedures for units of general local government, based on full and open competition **where cost reasonableness has been determined in advance of contract bidding, per 2 CFR 200.324.**

Methods of procurement (e.g., small purchase, sealed bids/formal advertising, competitive proposals, and noncompetitive proposals) and their applicability shall be specified by the State. Cost plus a percentage of cost and percentage of construction costs methods of contracting shall not be used.

The policies and procedures shall also include standards of conduct governing employees engaged in the awarding **and/or** administration of contracts. Other conflicts of interest are covered by § 570.489(h). The State shall ensure that all purchase orders and contracts include any clauses required by Federal statutes, Executive orders, and implementing regulations. The State shall make subrecipient and contractor determinations in accordance with the standards in 2 CFR 200.330.

This policy is for the use of Community Development Block Grant-Infrastructure (CDBG-I) Program grantees (**Units of General Local Government**). This policy was developed to replace the Uniform Administrative Requirements of Subpart D of 2 Part 200, Sections 200.317-326, *Procurement Standards*, which does not apply to the CDBG State programs, per 2 Part 200.101(d). This policy takes the most restrictive of the two procurement regulations, either state or federal, and applies them to units of general local government's procurement for the CDBG-I program.

### **Maximum Full and Open Competition.**

This policy provides for full and open competitions among prospective vendors and bidders. Competition should ensure that the pricing is fair, and the units of general local government are getting a reasonable price for the goods or services procured. In addition, full and open competition should reduce the potential for conflicts of interest and collusion on bids between

potential bidders and the units of general local government. Maximum full and open competition:

- Prevents fraud, waste, and abuse.
- Increases visibility and transparency.
- Receive reasonable prices from qualified contractors.
- Provides opportunities for all responsible contractors.

Maximizing competition to ensure that procurements are conducted, and contracts are awarded in a way that obtains the most competition that will serve the unit of general local government well.

This policy strives to avoid the following procurement issues:

- Unjustified sole-source contracts,
- Insufficient price or rate quotes from qualified sources,
- Lack of independent cost estimates or cost analyses,
- A failure to rotate vendors on lower priced purchases,
- The use of unreasonably narrow or specific qualification criteria or bid specifications,
- Short timeframes for responding to offers,
- An insufficient number of responsive bidders,
- Overuse of change orders,
- Collusive bidding or price fixing,
- Cost mischarging,
- Source selection fraud,
- Fictitious vendor fraud,
- Failure to check government debarment lists,
- Overuse of small purchase contracts,
- Lack of outreach to minority and women business enterprises, and
- An excessive number of small purchases contracts close to the small purchase dollar limit.

#### Conflict of Interest and Ethics.

Units of general local government (**grantees**), as part of their procurement processes, must adhere to the conflict-of-interest regulations, including but not limited to those found at N.C. General Statutes § 14-234(a)(1), 2 C.F.R. § 200. 318(c)(1), §320-321, §323-326, 24 C.F.R. § 570.489 (g) and (h), and 24 C.F.R. § 570.611 must be carried out. **It is the unit of general local government obligation to not only avoid conflicts of interest, but also to be alert and question real or apparent conflicts by any others, including procured consultants and contractors.**

Units of general local government must maintain procurement integrity through strong documentation and financial controls to avoid fraudulence, misuse, and abuse of federal funds.

- Separation of Duties.
  - One method for minimizing the potential for fraud and abuse in the procurement process is to have different individuals handling different parts of the process. For example, where one individual award the contract or orders the goods or services, a separate individual will review the goods or services for performance and/or delivery. An easy guide for compliance is that employees who handle the money, the mail or the goods purchased should be different from employees managing the

bookkeeping and financial accounts. This practice can be difficult in small cities, small departments, or organizations with few employees, but a method of oversight must be established to avoid fraud and unnecessary purchases. The rule of thumb should be that if an employee touches the money, mail, or goods purchased, he or she should not touch the books.

- Documentation.
  - Each step in the procurement process should be documented, from the initial decision to purchase through to final inspection of goods and services and final payment. The records should include, but are not limited to, files on the rationale for selecting the methods of procurement used, selection of contract type, the contractor selection/rejection process, and the basis for the cost or price of a contract. The records should also include a justification for lack of competition when competitive bids or offers are not obtained, and the basis for the award cost or price. Documentation does not end at contract signing but should continue through the delivery of goods and services to record payments, inspection, change orders and cost/price analysis of the change order. Monitoring the performance of the vendor should be documented through inspections and review of performance and delivery.

## **REASONABLE COSTS**

Per 2 CFR 200, a Cost or Price Analysis is required when procuring goods or services with federal funds more than the Simplified Acquisition Threshold, including contract modifications. An independent cost estimate serves as a yardstick for evaluating the reasonableness of the contractor's proposed costs or prices. An independent cost analysis consists of evaluating the separate elements (for example, labor, materials, etc.) that make up a contractor's total cost proposal to determine whether they are allowable, directly related to the requirement, and reasonable.

- Price Analysis – Price analysis is essentially price comparison. It is the evaluation of a proposed price (i.e., total sum) without analyzing any of the separate cost elements.
- Cost Analysis - Cost analysis is the evaluation of the separate elements (e.g., labor, materials, profit, etc.) that make up a contractor's total cost proposal or price to determine if they are allowable, directly related to the requirements and ultimately, reasonable. Cost Analysis should apply to both new contracts and contract modifications or change orders. The basic document in the grantee's efforts to evaluate cost and price is an "independent analysis" based on the procedures described below. The "independent analysis" can be done by grantee staff, by third party consultants, or by examination of existing price lists and product catalogs, but it is not based on bids received. The analysis is done prior to receipt of bids or review of proposals. This is the area where most findings have occurred historically because the analysis was not independent, or it was not documented prior to receipt of bids or proposals.

While the procurement method and degree of analysis depends on the facts surrounding the procurement, the following illustrates some of the cost and price analyses that may be performed in certain procurement situations.



- Micro Purchases – Micro purchases require simple price analysis prior to receiving bids or proposals. They do not require a cost analysis.
- Small Purchases – Grantees should review the proposed prices, from offerors to prices paid for the same or similar services. Catalog or market prices of products sold to the general public can suffice for cost estimates for equipment and supply purchases.
- Sealed Bid – Grantees should always prepare their own cost estimate and compare it to the low competitive bid received. If they are significantly different, the grantee will need to evaluate its initial estimate, compare it to the bids received, and identify the appropriate price.
- Competitive Proposals – To determine the reasonableness of proposed costs, the grantee will need to obtain cost breakdowns showing all the elements of the scope of work and perform a cost analysis using the appropriate set of principles.

Units of general local government should obtain a breakdown of proposed costs and perform a cost analysis of those costs. The following are special circumstances involving contracts and cost analysis requirements:

- Cost Reimbursement Contracts – A Cost Analysis using cost principles must be performed on a Cost Reimbursement Contract.
- Architecture and Engineering Contracts - Cost Analysis is required in determining if the cost portion of an A/E contract is fair and reasonable.
- Construction Contracts – Construction contracts awarded using Sealed Bids do not require Cost Analysis. However, an estimate of market costs should be made prior to awarding the contract. Construction Contracts awarded using any other method of procurement require Cost Analysis. Some grantees will contract out cost analysis to independent architect or engineering firms.

In addition, changes to the contract will require cost analysis in the following situations:

- Contract Modifications – If a grantee is negotiating a modification or change order to a contract that changes the scope and/or impacts the price or estimated cost, the grantee should perform further cost analysis. The only exception to this is if the modification is based on pricing already established in the contract. A contract where the scope is reduced, and the contract price remains the same will still require further cost analysis to determine that the change is fair and reasonable.
- Contract Terminations – If a grantee terminates a contract for convenience, the grantee must use cost analysis and the appropriate cost principles to negotiate the final amount of termination settlement. If the grantee is terminating a cost re-imbursement contract for cause, the grantee should use cost analysis and the appropriate cost principles to negotiate the final amount of termination settlement.
  - In addition, contracts must include termination language in the contract when they are over \$10,000, as described in Appendix II of 2 CFR Part 200.

## **Price Analysis.**

Micro Purchase and Small Purchase procurement methods require price analysis when selecting vendors and suppliers. There are a variety of ways of analyzing price, some of which are illustrated below, but the method and degree of analysis grantees used is dependent on the facts surrounding the procurement situation. Price Analysis should be documented in the procurement file.

- Compare competitive prices received in response to the solicitation to each other.
- Compare proposed prices to prices on existing contracts or contracts proposed in the recent past. Be sure to factor in any changing conditions, including market, inflation, material price changes.
- Apply rough approximations and review significant inconsistencies, which may require a deeper look at prices to determine if the items are truly comparable. The types of approximations might include price per pound, per square foot, per hour or other typical unit pricing mechanisms.
- Review price lists, catalogs, or market prices of similar products to determine the market prices generally available to the public.

### **Cost Analysis.**

Cost Analysis includes the review and evaluation of the separate cost elements, including labor, supplies, equipment, profit, overhead and general conditions. Grantees should prepare an independent cost analysis before receiving bids, proposals, and contract modifications. The method and degree of analysis is dependent on the facts surrounding the procurement situation. An independent estimate must be made before receiving bids or proposals if one of the following applies:

- When evaluating competitive proposals.
- When there is a sole source or non-competitive proposal.
- When only one bid is received after soliciting bids, the grantee does not have enough data to establish cost reasonableness and the grantee is considering awarding the contract to the single bidder.
- When negotiating modifications to contracts that impact on the price or estimated cost.
- When terminating a contract and the contractor is entitled to payment of reasonable costs incurred.
- When awarding a cost-reimbursement contract.

The major categories of costs include both direct costs (direct labor, equipment, supplies, travel and per diem, subcontractors, and other direct costs) and indirect costs (overhead, general and administrative expenses, and profit). In the process of analyzing costs, profit should be analyzed separately, based on complexity of the work, risk to the contractor, investment required, amount of subcontracting involved, and typical profit in the industry. The process for completing a Cost Analysis includes verifying cost data and evaluating the elements of the project as described below. Costs that can be charged against the award are the allowable direct costs and the allocable indirect costs, less any applicable credits.

- **Allowable (Allowability) Costs.** (2 CFR 200.403 and 24 CFR 570.207 and .610) A cost is allowable under criteria to be allowable under the CDBG program if the expenditure is:
  - Be necessary, reasonable, and directly related to the grant program.
  - Authorized by the State-administered CDBG program.
  - Not prohibited under federal, state, or local laws or regulations.

- Consistently treated.
  - Allocable to the CDBG program.
  - Be adequately documented.
  - Cost must be incurred during the approved budget period.
- Reasonable Costs. (2 CFR 200.404) For the cost to be allowable, it must also be reasonable. This term is generally defined as what a prudent business would pay in a competitive marketplace. In determining the reasonableness of a given cost, pay attention to the following:
    - Is the cost generally recognized as ordinary and necessary for the operation of your organization or the performance of the award?
    - Are the restrictions or requirements imposed by generally accepted sound business practices, arms-length bargaining, Federal and state laws and regulations, and terms and conditions of the award?
    - Are the prices or cost comparable to market prices for goods or services for the geographic area?
    - Are the individuals performing their duties with good judgment under the circumstances, considering their responsibilities to the organization, its members, employees, clients, the public-at-large, and the government?
    - Have there been significant changes from the established practices of the organization that have unreasonably increased costs?
  - Allocable Costs. (2 CFR 200.405) The costs should be related to or required for the performance of the contract. Many costs may be allowable but not related to the work required under the contract, and therefore not allocable.
    - Is the cost incurred specifically for the CDBG grant?
    - Does the cost incurred benefit both the CDBG project and other projects, and can the cost be allocated pro-rata across the relevant funding sources?
    - Has an indirect cost plan been approved to allocate indirect costs?

The process for applying cost and price analysis should include the following due diligence review.

- Check the accuracy of the cost and pricing information submitted, and evaluate:
  - The necessity for proposed cost items. A cost may be allowable under the cost principles and even allocable to the type of work to be performed, but still not be necessary for the specific contract.
  - The application of audited or pre-negotiated indirect cost rates, labor and fringe benefit rates, or other factors.
  - The effect of the vendor's bid approach on potential future costs. Does the vendor have a track record of containing costs (completing contracts at or "under cost")? Do they frequently have cost overruns?
  - The projection of the vendor's cost trends. Is there any indication that the vendor's costs are likely to increase or decrease over the life of the contract?
- Compare costs proposed by the vendor with:
  - Actual costs previously incurred by the same contractor for the same or similar work. Apply any appropriate inflation factors for past work.
  - Actual costs of the same or similar work performed by other contractors.
  - Previous cost estimates from the vendor or others for the same or similar items.

- The methods proposed by the vendor with the requirements of the solicitation (i.e., do the costs reflect the technical approach proposed and the work required?).
- The grantee's independent cost estimate, either created by grantee staff or for the grantee by an independent architect, engineer, appraiser, etc.
- Verify that the vendor's cost submissions comply with the appropriate set of cost principles.

## PROCUREMENT METHODS

Units of general local governments must select from one of the following procurement methods based on the type of goods and/or services being procured and their cost.

### **Micro-Purchases.**

Units of general local government can use this method for contracts without soliciting pricing or bids if the price of the goods or services is fair and reasonable. To the extent practicable, must distribute micro-purchases among qualified suppliers.

Applies To:

- All purchases of goods and services, including construction.
- Up to the micro-purchase threshold of \$10,000.

Process:

1. Must distribute micro-purchases equitably among qualified suppliers to the extent practicable.
2. Must ensure solicitation from small, historically underutilized businesses, (HUB), minority- and women-owned enterprises (M/WBE), and Section 3 businesses.
3. Cannot divide contract to lower cost below micro-purchase threshold to avoid competitive bidding requirements.
4. If using this method for services, check for eligibility at SAM.gov and at the NC Department of Administration Debarred Vendors listing prior to finalizing the service contract.
5. Can award contract without competition if price is fair and reasonable.
6. Must document decision process for the purchase.
  - Requires needs and rationale documentation.
  - Requires cost reasonableness documentation.
  - Requires documentation of best efforts to use M/WBE firms when possible.

*[Cite 2 CFR 200. There is no comparable method in State law; therefore, all purchases and service contracts that meet the above threshold must comply with this federal method.]*

### **Small Purchases.**

Units of general local government will use this method as the informal bidding process for goods and services. Units of general local government cannot divide the contract for the purpose of evading competitive (formal) bidding requirements or to get costs under the threshold.

#### **Applies To:**

- All purchases of goods and services, including construction.
- \$10,001 up to the Simplified Acquisition Threshold (now \$250,000) or the equivalent local/state threshold if more restrictive (it is for purchase of goods). **Threshold includes contract modifications that increase total cost.**
  - Construction: Cost up to \$250,000
  - Goods: Cost up to \$89,999
- Fixed price, unit price, or not-to-exceed contract types.

#### **Process:**

1. Cost or price analysis (updated cost estimate provided by the project engineer) is not required prior to soliciting bids for goods but is required for construction.
2. Obtain price or rate quotes from at least three (3) sources.
3. Must take affirmative steps to ensure solicitation from small, historically underutilized businesses (HUB), minority- and women-owned enterprises (M/WBE), and Section 3 business concerns.
4. If using this method for services, check for eligibility at SAM.gov and at the NC Department of Administration Debarred Vendors listing prior to finalizing the service contract.
5. Standard of award.
  - Award contract to the lowest responsive, responsible bidder.
6. Documentation for Files.
  - **Requires everything required by micro-purchase.**
  - **Requires documented informal solicitation of bids/prices – solicitation information should be consistent for all vendors.**
  - **Requires cost reasonable documentation.**
  - **Requires applicable federal contracting language and provisions in the written contract.**

*[Cite 2 CFR §§ 200); PDAT Supplement at II-6, V-8; NCGS 143-131; NCGS 143-131(b)) Purchases and service contracts less than \$30,000 are not subject to state competitive bidding requirements. Per NCGS 143-128.2, local governments must establish good faith efforts prior to bid solicitation.]*

### **Sealed Bids.**

Units of general local government will use this formal bidding process for construction. Units of general local government cannot divide the contract for the purpose of evading competitive bidding requirements.

### **Applies To:**

- Purchase and service contracts costing more than the Simplified Acquisition Threshold (>\$250,000) or the equivalent local/state threshold if more restrictive.
- For the CDBG-I Program, the thresholds are:
  - Construction: \$250,001 and over.
  - Goods: \$90,000 and over.
- Preferred method for construction contracts above the simplified acquisition threshold.

**Requires an independent cost estimate** or price analysis (updated cost estimate provided by the project engineer) is required prior to soliciting bids for all types.

### **Bid Alternates:**

The CDBG-I program allows specific bid alternates. Bid alternates should only be used as an option to get more work done if the base bid is low enough that acceptance of an alternate(s) stays within the budget, or to receive prices for different materials, or an alternative construction method for the project.

1. An Additive bid is a body of work that the grantee may award with the base bid if there is sufficient funding after the bids are received.
2. A Deductive bid is a body of work that the owner may delete from the base bid if there is insufficient funding to award the full base bid.
  - The purpose of both Additive and Deductive bids is to build flexibility into the bidding process so that the grantee can award the maximum amount of the project possible dependent on funding available.
3. An Alternate bid is a bid in which the grantee asks for prices for an alternate method of constructing something in the base bid or using alternate materials. The alternate price would be the differential between the price included in the base bid and the price for the alternate method or material. In developing the bid form, it's important to make sure that it's clear that the alternate bid amount should be the differential price.
  - Alternates that specify a different material to stay within the budget or get more value for the dollars spent (e.g., base bid has DIP specified and associated unit price. Alternate would propose using PVC in lieu of DIP. The difference in price of the material may or may not make a difference to the owner).

Alternates should stand alone and not dependent on another alternate being accepted or rejected at the time of award. If it becomes apparent there are sufficient funds to add scope to the project, the owner must re-procure / re-bid the additional scope of work. Adding a bid alternate (i.e., increasing the scope) that was previously rejected via change order violates this procurement policy.

Alternates may not be used to help “choose the bidder” the grantees want to work with. The base bid and alternates should be evaluated in the same manner for all bidders.

Alternates should be used sparingly. Too many alternates may confuse bidders or make the project look so complicated that contractors don't bid at all. They should be limited to a reasonable number.

Process:

The following process may begin once units of general local government receive bid and design package approval from the Division.

1. Coordinate Dates.

- Contact the CDBG-I Unit Grant Representative assigned to your project to coordinate pre-bid meeting dates prior to finalizing the bid notice.
- A pre-bid meeting must be held involving all interested contractors and invested parties (CDBG-I Program Staff, Project Engineer, Grant Administrator, and local government representatives).
- The meeting must be scheduled to give contractors sufficient time to factor in the additional work required to comply with Davis-Bacon and Section 3 regulations.

2. Bid Notice.

- A complete, adequate, and realistic set of plans/specifications or purchase description is available to bidders.
- All required federal and state language must be in the bid notice. A sample bid notice can be found on the Division of Water Infrastructure website.
- A digital copy of the final bid notice must be received by the NCDEQ at the time it goes out for solicitation.
- Public advertisement of at least thirty (30) days prior to bid opening.

3. Solicitation of Bids.

- Solicit bids from an adequate number of known suppliers.
- At least three (3) direct solicitations, in addition to the public advertisement, and publication on both the state **NC eVP system** and HUB websites (this is the responsibility of the local governments not NCDEQ).
- Take affirmative steps to directly solicit bids must include qualified HUB, M/WBEs, small businesses, and Section 3 business concerns in the area.
- Section 3 business concerns must meet the requirements of 24 CFR Part 75.

4. Minimum Number of Bids Needed.

- Public bid opening at date and time advertised.

- For construction, a 5% bid bond is required for all bidders; performance and payment bonds of 100% of the contract price is required of the winning bidder.
- At least two (2) bidders for the purchase of goods and services, or if the contract is a construction repair contract.
- At least three (3) bidders *minimum* are required for bid opening on the first attempt for construction.
  - If three (3) bidders DO NOT bid on the project, the bids MAY NOT be opened.
    - The grantee must then publicly advertise in a newspaper with a larger distribution for at least seven days (NCGS 143-129).
  - If two (2) or more bids are received, then bids may be opened.
  - If one (1) bid is received, then a price analysis must be conducted, and a letter sent to DEQ Division of Water Infrastructure requesting permission to move forward with sole source procurement.

#### 5. Standard of Contract Award:

- Award to the lowest, responsive, responsible bidder. The local governing board approval is required unless the governing board has delegated award authority to an individual official or employee.
  - Determination of lowest price must include factors such as discounts, transportation costs, and lifecycle costs.
  - Determination of responsive and responsible, see the NC School of Government's "*Awarding Competitively Bid Contracts, Lowest Responsive Responsible Bidder Flowchart.*"
- Can reject any and all bids for "sound documented reasons" – must be stated in the bid notice.
- Check for eligibility to receive federal funds at SAM.gov and at the NC Department of Administration Debarred Vendors listing prior to finalizing the construction contract.
- Contract awarded on a firm-fixed-price basis in writing with all applicable contract provisions.

#### 6. Process after Multiple Failed Attempts

If a local government has attempted, and failed, to secure a sealed bid after two attempts, the local government must:

- Reassess and repackage (i.e., construction timeframe, scope of work, etc.) the project to fit the CDBG-I funds awarded without compromising the LMI.



- Take into consideration the plan holders' comments within your control to simplify the bids.
- If applicable, limit bid alternates no more than three (3).
- Once this is completed, approved by the NCDEQ CDBG-I Unit, the project can go out for sealed bids under this method from the beginning.

## 7. Overbids and Bid Negotiations

If the bids received exceed the designated budget, the grantee has the following options:

- Reject all bids and re-bid the project; or
- Accept the deductive alternates in the bid packet (if applicable); or
- Delete bid items before contract award if all bidders agree in writing to changes; or
- Accept the low bid and provide additional local funds.

Per N.C.G.S. 143-129(b), units of general local government cannot negotiate with bidders on projects in the formal bidding range unless the bid submitted by the apparent lowest responsive, responsible bidder exceeds funds available for the project. In this case, the grantee may negotiate with that bidder and make "reasonable" changes in specifications and plans to bring the contract price to within funds available, and then it may award the contract to that bidder. If negotiations are unsuccessful, the project must be re-bid.

Any redesign of the procurement project triggers the grantee to reject all bidders and start the procurement process from the beginning to ensure integrity of the process.

## 8. Documentation:

- **Must have a well-documented transparent and formal procurement process, including all steps and decisions on procurement (e.g., **required cost reasonable and independent cost estimate**, pre-bid meeting minutes, advertisement(s) with an affidavit(s) of publication, copy of each solicitation, copy of the **NC eVP system** and HUB postings, certified bid tabs, **written construction agreement with all required applicable federal contracting language and provisions**, documentation of lowest price determination, bid negotiation if applicable).**

*[Cite 2 CFR §200; NCGS 143-129; NCGS 143-128.2(e). Per NCGS 143-128.2, local governments must establish good faith efforts prior to bid solicitation.]*

### **Competitive Proposals for Professional Services. (Request for Proposals / RFPs).**

Units of general local government are required to use this method for specific professional services where price is one of the rating criteria.

#### **Applies To:**

- Procurement of grant administrators, lawyers, planners, accountants, etc. for the project, regardless of the size of the contract.
- A contract costs more than the simplified acquisition threshold (now \$250,000).
- Situations where conditions are not appropriate for the use of sealed bids.

The following process may begin once the units of general local government have received an award letter from the Division. Units of general local government may begin this process prior to applying to the Division for funding, if the request for proposals have specific language in it in case the funding application is not awarded.

#### **Process:**

1. Appoint a Local Selection Review Committee and/or Person.
  - Each local government needs to appoint a local selection review committee and /or person responsible for developing the RFP, receiving the submitted RFPs, reviewing, and evaluating the submissions, and recommending a firm/business to the local governing body.
  - Must have written method for conducting technical evaluations of proposals and contractor selection.
2. Development of Request for Proposals (RFP).
  - Must clearly and accurately state the technical requirements and scope of work for goods and/or services required.
  - Evaluation criteria and relative importance is identified in the RFP.
  - If local government is giving a preference to Section 3 businesses, this must be stated in the RFP.
  - The author of the RFP may not respond to the same RFP. They are ineligible for consideration due to conflict of interest.
  - RFP templates are available on the Division of Water Infrastructure website to assist with RFP development.
3. Solicitation for Proposals.
  - The Request for Proposals (RFP) must be publicly advertised in a newspaper of general circulation. There must be an adequate number of days (at least fifteen (15) business days starting on the date of publication) from the time of advertised notice and submission deadline to allow time for respondents to receive a detailed RFP (if applicable), prepare and submit their proposal.

- There is a short-form RFP local governments may use in a newspaper as a cost saving measure. However, a more detailed RFP must be done.
  - In addition, the detailed RFP must be published on the **NC eVP** system and HUB website (all this is the responsibility of the local governments not NCDEQ).
  - The detailed RFP must be directly solicited from at least three sources (responsibility of each local government not NCDEQ).
    - Direct solicitations must include qualified HUB, M/WBEs, small businesses, and Section 3 businesses in the area to comply with direct solicitation requirements.
    - Section 3 businesses must meet the requirements of 24 CFR Part 75.
4. Minimum Number of Proposals Needed.
- Must have a minimum of two (2) respondents to move forward with a contract.
    - If there is only one (1) respondent, the RFP must be republished in a newspaper of wider distribution for fifteen business days: in addition to, an expanded direct solicitation effort.
    - If only one firm responds again, request permission in writing from the DEQ CDBG-I Supervisor to use sole source procurement.
5. Review and Rate Received Proposals.
- Any responses to the publicized RFP must be considered to the maximum extent practical.
  - Evaluations of each proposal must be in writing and dated. Those evaluations must be maintained in the project files.
6. Standard of Award.
- Responsible firm with the most advantageous proposal, considering price and other factors identified in the RFP.
  - Check for eligibility to receive federal funds at SAM.gov and at the NC Department of Administration Debarred Vendors listing PRIOR to finalizing the services contract (e.g., grant administrative services, accounting, planning, legal services, etc.).
  - Either a fixed price (a specified price to be paid when the items or services are delivered and accepted) or a cost-reimbursement / “not-to-exceed” (price is usually reimbursed as costs are incurred) contract.
    - **The service contract should contain four parts:**
      - **Part I – Agreement with Effective Dates**
      - **Part II – Scope of Work and Milestones**
      - **Part III – Payment Schedule**
      - **Part IV – Terms and Conditions (includes federal provisions and clauses)**

7. Documentation.

- **Must have a well-documented transparent** procurement process including, but not limited to advertisement(s) of RFP, affidavit of publication(s) of RFP, **NC eVP** system and HUB postings, direct solicitation documentation, evaluation criteria, evaluations of every candidate, responses to proposal received, reason for final selection, council/commission meeting minutes of award.

[Cite 2 CFR §200, No similar procedure in state statute that generally applies to procurement]

**Competitive (Proposals) Qualifications for Professional Architectural and Engineering (A/E) Services. (Request for Qualifications / RFQs).**

Units of general local government are required to use this method for any qualification-based solicitation and selection, where price cannot be a factor in the evaluation.

Applies To:

- Procurement of architectural, engineering, construction management at-risk services and surveying services for the project, regardless of the size of the contract.
- This process may not be used for procurement of grant administrators.

The following process may begin once the units of general local government have received an award letter from the Division. Units of general local government may begin this process prior to applying to the Division for funding, if the request for proposals have specific language in it in case the funding application is not awarded.

**Requires cost reasonableness and independent cost estimate.**

Process:

1. Appoint a Local Selection Review Committee and/or Person.
  - Each local government needs to appoint a local selection review committee and /or person responsible for developing the RFQ, receiving the submitted RFQs, reviewing and evaluating the submissions, and recommending a firm/business to the local governing body.
  - Must have written method for conducting technical evaluations of qualifications and contractor selection.
2. Development of Request for Proposals (RFQ).
  - Must clearly and accurately state the technical requirements and scope of work for goods and/or services required.
  - Evaluation criteria and relative importance must be identified in the RFQ; however, price is not a factor in the initial selection of the most qualified firm.

- If local government is giving a preference to Section 3 businesses, this must be stated in the RFQ.
- May use local geographic preferences for the procurement of these specific services, provided that this leaves an appropriate number of qualified firms (three) given the nature and size of the project, to compete for the contract.
- The author of the RFP may not respond to the same RFQ. They are ineligible for consideration due to conflict of interest.
- RFQ templates are available on the Division of Water Infrastructure website to assist with RFQ development.

### 3. Solicitation for Proposals/Qualifications.

- The Request for Qualifications (RFQ) must be publicly advertised in a newspaper of general circulation. There must be an adequate number of days (at least fifteen (15) business days starting on the date of publication) from the time of advertised notice and submission deadline to allow time for respondents to receive a detailed RFP (if applicable), prepare and submit their proposal.
  - There is a short-form RFQ units of local governments may use in a newspaper as a cost saving measure. However, a more detailed RFP must be done.
- The detailed RFQ must be published on the **NC eVP system** and HUB website (all this is the responsibility of the local governments not NCDEQ).
- The detailed RFQ must be directly solicited from at least three sources (responsibility of each local government not NCDEQ).
  - Direct solicitations must include qualified HUB, M/WBEs, small businesses, and Section 3 businesses in the area to comply with direct solicitation requirements.
  - Section 3 businesses must meet the requirements of 24 CFR Part 75.

### 4. Minimum Number of Proposals Needed.

- Must have a minimum of two (2) respondents to move forward with a contract.
  - If there is only one (1) respondent, the RFQ must be republished in a newspaper of wider distribution for at least 15 business days; in addition to an expanded direct solicitation effort.
  - If only one (1) firm responds the second time, request permission in writing from the DEQ CDBG-I Supervisor to use sole source procurement.

5. Review and Rate Received Proposals.

- Any responses to the publicized RFQ must be considered to the maximum extent practical.
- Qualifications of respondents are evaluated to select the most qualified firm.
- Evaluations of each proposal must be in writing and dated. Those evaluations must be maintained in the project files.

6. Standard of Award.

- The most qualified firm, where price is not an evaluation factor in the RFQ.
- Once the most qualified firm is selected, fair and reasonable compensation can then be negotiated.
- Check for eligibility to receive federal funds at [www.SAM.gov](http://www.SAM.gov) and at the NC Department of Administration Debarred Vendors listing PRIOR to finalizing the engineering services contract (e.g., engineering services).
- State licensure requirements apply.
- Either a fixed price (a specified price to be paid when the items or services are delivered and accepted) or a cost-reimbursement / “not-to-exceed” (price is usually reimbursed as costs are incurred) contract. **The service contract should contain four parts:**
  - Part I – Agreement with Effective Dates
  - Part II – Scope of Work and Milestones
  - Part III – Payment Schedule
  - Part IV – Terms and Conditions (includes federal provisions and clauses)

9. Documentation.

- **Must have a well-documented transparent** procurement process including, but not limited to **cost reasonableness and independent cost estimate**, advertisement of RFQ, affidavit of publication of RFQ, **NC eVP system** and HUB postings, direct solicitation documentation, evaluation criteria, evaluations of every candidate, responses to the request for qualifications received, reason for final selection, council/commission meeting minutes of award, **written contract with all required applicable federal contracting language and provisions.**

[Cite 2 CFR §§200; 200.320(d)(5); NCGS 143-64.31]

### Non-Competitive Procurement Method.

Units of general local government may request the use of this method. **Must be thoroughly documented with written approval from the NCDEQ CDBG-I Unit.**

#### Applies To:

- Noncompetitive procurement can only be awarded if one or more of the following circumstances apply.

#### Applies When:

- The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold; or
- The item is available from only one source; or
- The public exigency or emergency **for the requirement** will not permit a delay that would result from **publicizing** a competitive **solicitation**; or
- **After solicitation of a number of sources, competition is determined inadequate**; or
- Award agency expressly authorizes noncompetitive procurement in response to a written request. *The CDBG-I Program will approve the use of the non-competitive proposal procedure on a case-by-case basis only.*

#### Process:

1. Perform **independent cost estimate** or price analysis if procurement is above the simplified acquisition threshold (now \$250,000) or the equivalent local/state threshold if more restrictive.
2. If after the initial solicitation of proposals/qualifications only one response was received, the unit of local government is required to broaden their initial publication and direct solicitation by republishing in a larger circulation newspaper and expanding direct solicitation efforts. If after the second attempt only one response is received:
  - Submit procurement documentation to **the NCDEQ CDBG-I Unit** to use sole-source procurement.
  - Negotiate profit as a separate element of the contract price.
3. Check for the firm's eligibility to receive federal funds at SAM.gov and at the NC Department of Administration Debarred Vendors listing prior to finalizing the contract.
4. Documentation.
  - All required documentation as listed above, plus a copy of the letter to the DEQ CDBG-I Supervisor requesting permission to use sole source procurement and the response from the DEQ. Also, a copy of the price analysis performed.

*[Cite 2 CFR §200); NCGS 143-129(e)(2)]*

## CONTRACT MODIFICATIONS

To maintain maximum full and open competition with procurement, this policy addresses what type of contract modifications are allowed and not allowed.

### **Change Orders.**

Units of general local government can address an unforeseen problem during the progress of a construction project that was originally bid formally (sealed bids) or informally (small purchases) through change orders instead of using a procurement method. In other words, if a grantee bids out a construction or repair project, and then, during the project, discovers an unanticipated problem that will require additional work (and increased cost), the local government does not have to bid out that additional work.

Though, to maintain the integrity of the bidding process, the change order exception must only be used when (1) the change order work fits within the scope of the original project and (2) the reason for the change is something that was unanticipated or unforeseen at the time the original contract was awarded.

Thus, allowable change orders include:

1. Change orders to account for cost for unforeseen conditions, such as rock or undercut.
2. Change orders may be used for a minor redesign of a project if the redesign is required because of an unforeseeable problem with the original design.
3. Change order to adjust bid quantities to match those installed. Also known as a final adjusting change order.
4. Change order to account for a change of material, such as changing from DIP to PVC.
5. Change order to add minor scopes of work to the project if they are under the threshold for micro purchases.

The following will not be allowed:

- Change orders to add scope of work to a project more than a micro purchase.
- Change orders that exceed 15% of the total construction cost. Change orders should account for no more than 15% of the total project cost unless they represent items 1 and 3 under the above allowable change orders.
- Change orders that appear to circumvent procurement rules for fair and open bidding, etc. (e.g., trying to change order in a bid alternate that was not accepted by the grantee at the time they awarded the contract).
- Change orders whose purpose is to spend excess funds from the grant (i.e., doing additional paving just because “we have extra money”).



- Change orders that are under the scope of the general contractor but require materials or a subcontractor not procured during the bidding process.
- Change orders cannot be used to take advantage of a good deal on a construction project.
- Change orders cannot be used for fundamental redesign of a project and cannot be used to “fix” problems in the project specifications if the unit of local general government was aware of the problems before awarding the contract.

#### **Other Contract Amendments.**

As necessary, units of general local government may conduct contract amendments on professional service contracts due to unanticipated circumstances. Any contract amendments that include an increase in costs will not be paid for with CDBG-I grant funds. Grantees must be ready to pay local funds for said contract amendments.

#### **POLICY HISTORY:**

<b>Version / Date:</b>	<b>Name / Changes</b>
V.0 / 9/12/2017	Procurement Policy
V.1 / 4/30/2019	Procurement Policy for the CDBG-I Program
V.2 / 7/10/2019	Procurement Policy for the CDBG-I Program / Change in Simplified Thresholds
V.3 / 2/1/2021	Procurement Policy for the CDBG-I Program / Expanded on processes and steps
V.4 / 6/9/ 2021	Procurement Policy for the CDBG-I Program / Clarification on solicitation of HUB, M/WBE and Section 3
V.5 / 4/28/2023	CDBG-I Program Procurement Policy / Reformate, clarification
V.6 / 12/20/2023	Updated for new NC digital system for procurement, what needs to happen after multiple failed seal bidding attempts, clarification on cost reasonable requirements, clarification on change orders and contract amendments, and bid negotiations.

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** WEST MARSHALL STREET POWELL BILL ADDITION

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Public Services  
**Contact:** Jeff Stines, Director of Public Services  
Rob Hites, Town Manager  
**Presenter:** Consent Agenda

**BRIEF SUMMARY:** The Mountain Creek apartment complex on West Marshall Street has been completed and as part of that master plan, West Marshall Street was to be extended from the RR tracks through the apartment complex to intersect with Russ Avenue. This would add approximately 1,040 LF to Powell Bill inventory for West Marshall Street. The total footage for West Marshall Street would reflect this addition totaling 1,958 LF.

**MOTION FOR CONSIDERATION:** To approve the addition of street footage on West Marshall Street to be reflected on our Powell Bill Inventory and would intersect West Marshall Street with Walnut Street and Russ Avenue.

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

**ATTACHMENTS:** Approved Road Certification from Civil Design Concepts  
Approved Site Plan

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**



April 15<sup>th</sup>, 2024

Mr. Rob Hites  
Town of Waynesville  
Town Manager  
9 S. Main St.  
Waynesville, NC

RE: Mountain Creek Apartments - Roadway Certification  
CDC Project No.: 21936

Mr. Hites,

Based on plans for the multi-family development known as Mountain Creek Apartments, prepared by Civil Design Concepts PA, geotechnical test results of the roadway performed by ECS Southeast, LLP, and periodic site observations by our office; the public alley known as Mountain Creek Way was constructed in substantial compliance with the standards of the Town of Waynesville Ordinance and the approved plans and specifications.

If you should have any questions or need additional information, please contact our office.

Sincerely,

A handwritten signature in blue ink, appearing to be "G. Hoffman", written over a blue line that extends from the signature to the right.

Gregory R. Hoffman P.E.  
Civil Design Concepts, P.A.









**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** Reschedule the Public Hearing for Revisions to Charter & Code of Ordinances to reflect change in governing body's name to May 28th, 2024

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:**  
**Department:** Legal  
**Contact:** Martha Sharpe Bradley  
**Presenter:** Martha Sharpe Bradley

**BRIEF SUMMARY:** Now that the governing board of the Town of Waynesville has changed its name to "Town Council" from "Board of Aldermen," the Town's Charter and Code of Ordinances should be updated to avoid confusion or misinterpretation. Redlined copies of the current ordinance are attached for your review. Revisions to the Town Charter are allowed pursuant to N.C.G.S. § 160A-102. The statute requires the Council to adopt a resolution of intent at the same time as a call for a public hearing to be held after 45 days from the date the resolution is adopted.

**MOTION FOR CONSIDERATION:**


1. Motion to reschedule the Public Hearing for May 28, 2024 to consider amendments to the Town Charter and Code of Ordinances to reflect the change in the governing body's name from "Board of Aldermen" to "Town Council."

**FUNDING SOURCE/IMPACT:** Newspaper publication expenses

**ATTACHMENTS:**

1. Redlined Charter and Code of Ordinances reflecting revisions to be made

**COMMENTS AND RECOMMENDATIONS:** None.

  
\_\_\_\_\_  
Martha Sharpe Bradley  
Town Attorney

Date: May 3, 2024

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 5/14/2024**

**SUBJECT** Set date for Public Hearing on 2024-25 operating and capital budget

**AGENDA INFORMATION:**

**Agenda Location:** Consent

**Item Number:**

**Department:** Administration

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY :** The Council received a presentation on the proposed 2024-25 budget at a special meeting on April 17, 2024. The Council continued the meeting to 4/25/24 in order to receive input from Department Heads regarding their most pressing capital requests. The staff will take that input and report to the Council at 4:00 pm on May 14<sup>th</sup> in the Town Hall Conference Room located at 16 S. Main Street. The Council initially set a public hearing for May 14<sup>th</sup>. Based on the requests for additional information, we recommend that the previously scheduled May 28<sup>th</sup> public hearing be cancelled and rescheduled for June 11, 2024, at 6:00 pm in the Council Chamber located at 9 S. Main Street .

**MOTION FOR CONSIDERATION:** Cancel the May 28<sup>th</sup> public hearing on the 2024-25 capital and operating budget and reschedule it for June 11<sup>th</sup>, 2024, at 6:00 p.m. to be held in the Council Chamber located at 9 S. Main Street.

**FUNDING SOURCE/IMPACT:** All Funds

**ATTACHMENTS:** None

**MANAGER'S COMMENTS:** See Above

**TOWN OF WAYNESVILLE COUNCIL MEMBERS  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** Removal of absentee Board and Commission Members

**AGENDA INFORMATION:**

**Agenda Location:** Consent Agenda  
**Item Number:**  
**Department:** Development Services  
**Contact:** Elizabeth Teague, Director of Development Services  
**Presenter:** Elizabeth Teague, Director of Development Services

**BRIEF SUMMARY:** The following volunteers have been unable to attend meetings of their respective advisory boards and have exceeded the allowable absentee policy of the Town's Boards and Commissions Manual:

Rodney Conard, Historic Preservation Commission  
Peggy Hannah, Planning Board

As the Town advertises for vacancies on our Boards and Commissions for FY 24-25 appointments, I recommend that Town Council release these members from their terms, so that other volunteers can be given a chance to serve, and that we are able to achieve the required quorums on these important boards. Staff reached out to Ms. Hannah who has missed Planning Board meetings since September 18, 2023 because of a family illness, and she indicated that she would like to continue serving but understands our position. Staff also reached out to Rodney Conard who has missed Historic Preservation Commission Meetings since, August 9, 2023, and have not heard back from him on his status.

**MOTION FOR CONSIDERATION:** Motion to remove Rodney Conard and Peggy Hannah from their respective positions on the Town's Planning Board and Historic Preservation Commission.

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

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 5/14/24**

**SUBJECT** Acceptance of CDBG-I Number 23-I-4153

**AGENDA INFORMATION:**

**Agenda Location:** Consent

**Item Number:**

**Department:** Water

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY :** The Department of Environmental Quality has awarded the Town a grant of \$613,500 to install water mains along Sawyer and Explorer Streets . The project also includes the connection of 25 low to moderate income residences to the new water lines. There is no match for the grant. This is the third CDBG-I grant awarded to the Town to upgrade utility service in Hendrix, Sawyer, Explorer Street neighborhood. The total of the three CDBG-I grants amount to \$3,000,000. The State has sent the Town a “Letter of Intent to Fund” the project. The agenda item accepts the grants under the terms of the grant. Since the Town is being awarded two separate grants, you will find a separate agenda item for each grant.

**MOTION FOR CONSIDERATION:** Accept the State of NC CDBG-I grant of \$613,500 for water service improvements in the Sawyer/Explorer Street neighborhood and authorize Rob Hites, Town Manager and Charam Miller, Grants Manager to serve as authorized representatives for the grants.

**FUNDING SOURCE/IMPACT:** Water Fund

**ATTACHMENTS:** Letter of Intent to fund and proposed contract for CDBG-I contact 23-I-4153.

**MANAGER’S COMMENTS:** Approve DEQ’s grant award.



**STATE OF NORTH CAROLINA  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DIVISION OF WATER INFRASTRUCTURE  
GRANT CONTRACT**

**CDBG-I PROJECT NUMBER:** 23-I-4153

**GRANTOR:** NC DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”), an agency of the State of North Carolina (“State”)

**CONTRACT ADMINISTRATOR:** **Nikita D. Moye, AICP**  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633  
Phone: 919.707.9058; Fax: 919.715.6229  
Email: [nikita.moye@deq.nc.gov](mailto:nikita.moye@deq.nc.gov)

**GRANT SUBRECIPIENT:** Town of Waynesville, a North Carolina Local Government Unit [county], or a North Carolina Municipal Corporation [town or city] (“Subrecipient”)

**CONTRACT ADMINISTRATOR:** **Rob Hites, Town Manager**  
Town of Waynesville  
16 S. Main Street  
Waynesville, North Carolina 28786  
Phone: 828-452-2492  
Email: [rhites@waynesvillenc.gov](mailto:rhites@waynesvillenc.gov)

**FEDERAL I.D. NUMBER:** 56-6001367

**FISCAL YEAR END DATE:** June 30

**FEDERAL ASSISTANCE LISTING NUMBER (formerly CFDA):** 14.228

**SUBAWARD DATE:** February 20, 2024 (the “Award Date”)

**GRANT AMOUNT:** up to \$613,500.00 (the “Grant”)

**CONTRACT EFFECTIVE DATE:** Date of Last Signature (the “Effective Date”)

**EXECUTE CONSTRUCTION CONTRACT DATE:** June 29, 2026

**GRANT CONTRACT EXPIRATION DATE:** July 31, 2027 (the “Expiration Date”)

**FINAL REPORT & FINAL REIMBURSEMENT DATE:** September 14, 2027

**GRANT CLOSEOUT DATE:** November 19, 2027

**THIS GRANT CONTRACT** (the "Grant Contract") is made and entered into as of the Effective Date by and between the DEQ and the Subrecipient, or collectively as the "Parties".

**Inclusion of fields required by 2 CFR Part 200.332:**

Per requirements in 2 CFR Part 200.332, required information for this grantee is as follows:

- i) **Subrecipient name:** Town of Waynesville, North Carolina.
- ii) **Subrecipient's unique entity identifier (UEI):** LTFMMKCSKK99
- iii) **Federal Award Identification Number (FAIN):** B-23-DC-37-0001
- iv) **Federal Award Date:** 8/23/23
- v) **Subaward Period of Performance Start and End Date:** **Start:** Contract Execution Date (date signed by all parties) \_\_\_\_\_ **End:** November 19, 2027
- vi) **Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient:** \$613,500.00
- vii) **Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation:** \$3,000,000.00
- viii) **Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:** \$3,000,000.00
- ix) **Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** See Exhibit A for the project description.
- x) **Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:** Federal awarding agency: U.S. Department of Housing and Urban Development. Pass-through entity: North Carolina Department of Environmental Quality, Division of Water Infrastructure. Awarding official of pass-through entity: Colleen M. Simmons
- xi) **CFDA (Assistance Listing) Number and Name; the pass-through entity must identify the dollar amount available under each Federal award and the CFDA number at the time of disbursement:** CFDA Number: 14.228, Name: Community Development Block Grants/States' Program and Non-Entitlement Grants in Hawaii. Dollar Amount to the State of North Carolina: \$46,076,826. Dollar Amount to the Department of Environmental Quality: \$19,022,056.
- xii) **Is the grant for research and development?** No
- xiii) **Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):** The indirect cost rate is zero.

**W I T N E S S E T H:**

**WHEREAS**, Subrecipient has submitted to the DEQ an application requesting a grant of monies (hereinafter the "Grant Application") to engage in sanitary sewer system rehabilitation as more particularly described on Exhibit A (the "Project").

**WHEREAS**, the Subrecipient is a qualified applicant for Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended.

**WHEREAS**, the Project shall be carried out for the purposes and in accordance to the schedule set out in the Notice of Intent to Fund letter, and pursuant to the budget set forth on Exhibit B based on the Subrecipient's application.

**WHEREAS**, the State Water Infrastructure Authority determined the Subrecipient's application at its meeting on February 20, 2024 is eligible for funding from the CDBG-I program.

**WHEREAS**, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

**NOW, THEREFORE**, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Documents.** The documents described below are hereinafter collectively referred to as the "Grant Documents." In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Grant Contract constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

The Grant Documents consist of:

- a. This Grant Contract
- b. Exhibit A – Project description, Conditions, and Schedule
- c. Exhibit B – Project Budget, Distribution of Funds, and Refunds
- d. Exhibit C – Reporting and Audit Requirements
- g. Exhibit D – DEQ Quarterly Progress Report Form
- h. Exhibit E – DEQ Request for Reimbursement Form
- i. Exhibit F – Definitions
- k. Exhibit G – General Terms and Conditions.

Upon execution and delivery of the Grant Contract, and once the Department of Environmental Quality has encumbered the grant, and the Subrecipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover sheet of the Grant Contract, then the Grant Contract will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

2. **Purpose.** The purpose of the Grant is for the "**South Waynesville Public Water System Improvement**" project as described in Exhibit A.

3. **DEQ's Program Duties.** Subject to the appropriation, allocation, and availability of funds for the Project, DEQ hereby agrees to pay the grant funds to the Subrecipient in accordance with the payment procedures set forth herein.
4. **Subrecipient's Duties.** The Subrecipient shall carry out the Project pursuant to the terms of this Contract and all applicable federal and State laws, executive orders, rules, and regulations that are generally applicable for public assistance programs and those specific to the CDBG program, including, but not limited to, the following:
  - a. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq).
  - b. The State CDBG program requirements, laws, rules, regulations, and requirements, as may be amended, including those set forth in 24 CFR Part 570, Subpart I.
  - c. Environmental Review Procedures for the CDBG Program and the CDBG regulations contained in 24 CFR Part 58.
  - d. Uniform Administrative Requirements set forth in 24 CFR § 570.489 and the applicable provisions of 2 CFR Part 200 (as specified in the most current version of DEQ's "CDBG-I Program Policy on Adoption of 2 CFR 200 Uniform Administrative Requirements").
  - e. Conflict of Interest provisions, including but not limited to those found at N.C. Gen. Stat. § 14-234, 2 C.F.R. § 200.112-113, 318-319, 320-321, 323-326, and 24 C.F.R. § 570.489 (g) and (h). Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DEQ upon written request and the provision of information specified in 24 CFR § 570.489(h)(ii)(4).

In addition, the Subrecipient shall ensure all contracts and subcontracts contain appropriate provisions to also meet applicable CDBG program requirement, including, but not limited to, the above listed items.

5. **National Objective.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. For the CDBG-I program, this National Objective is benefitting low- and moderate-income (LMI) persons, as defined in 24 CFR § 570.483(b). If at any point an activity falls below the minimum LMI percentage, that activity will no longer be eligible for CDBG funds and the Subrecipient will be subject to enforcement action by DEQ pursuant to Exhibit G.
6. **Contract Period.** The DEQ's commitment to disburse Grant funds under this Grant Contract shall cease on the Final Reimbursement Date. It is the responsibility of the Subrecipient to ensure that the Project is completed by the Grant Contract Expiration Date and that all final costs to be reimbursed have been submitted to the DEQ by the Final Reimbursement Date. After the Grant Contract Expiration Date, any Grant monies remaining under this Grant Contract will no longer be available to the Subrecipient except to pay proper invoices for budgeted costs incurred by the Grant Contract Expiration Date. **The burden is on the Subrecipient to request a possible extension of the Grant Contract if the Subrecipient**

**anticipates that the Project will not be completed by the Grant Contract Expiration Date.**

- a. The formal request for an extension must be made in writing, on Subrecipient official letterhead and addressed to the DEQ Contract Administrator, explaining why an extension is needed and proposing a new Grant Contract Expiration Date for the Grant Contract. DEQ must receive this request in its Division of Water Infrastructure at least 15 business days before the Grant Contract Expiration Date. **The Grant Contract Expiration Date milestone may not be extended beyond 45 days unless specific criteria are met.**
  - b. DEQ, within its discretion, may or may not approve the extension, based on Project performance and other contributing factors.
  - c. **The DEQ is not responsible for notifying the Subrecipient of an approaching Grant Contract Expiration Date.**
  - d. Debarment and Suspension (Executive Orders 12549 and 12689). No funds may be obligated or expended in any project activity except the administration activity until the Subrecipient provides DEQ with documentation of active registration in the System for Award Management (SAM). Active registration, without exclusions, must be kept during the duration of the project. The SAM may be accessed online at [www.sam.gov](http://www.sam.gov). Annually, the Subrecipient will provide, with their "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form, support documentation illustrating their active, without exclusions status. If Subrecipient's status changes, funds will be frozen until the Subrecipient provides the DEQ with documentation of an active, without exclusions, registration with sam.gov
7. **Grant Withdrawal for Failure to Get Release of Funds.** This Grant Award shall be withdrawn if funding conditions required for release of funds are not completed within one year of the Executed Contract Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.
8. **Grant Withdrawal for Failure to Enter into a Construction Contract.** This Grant Award shall be withdrawn if Subrecipient fails to enter into a construction contract for the project within two and half (2.5) years of the Award Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.
9. **Local Economic Benefit (Section 3 Regulation).** The Subrecipient must comply with Section 3 of the Housing and Urban Development Act of 1968 and the amended implementation regulations at 24 CFR Part 75 each year the CDBG project is active. For each year that a CDBG is active, the Recipient must, to the greatest extent feasible, make good faith efforts to establish priorities for training, employment and contracting opportunities for Targeted Section 3 Workers, Section 3 Workers, and Section 3 Business Concerns. Recipients certify to follow the prioritization in 24 CFR 75.19 and meet or exceed the new benchmarks in 24 CFR 75, subpart C.

10. **Equal Employment Opportunity.** The Subrecipient, except as otherwise provided under 41 CFR Part 60, must include in all contracts and adhere to the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
11. **Equal Housing Opportunity and Affirmatively Furthering Fair Housing.** As a Subrecipient of Housing and Urban Development (HUD) federal financial assistance, the recipient must comply with several executive state and federal laws and executive orders, including but not limited to: Title VI of the Civil Rights Act as amended in 1984; The Fair Housing Act (Title VIII of the Civil Rights Action of 1968, as amended); Executive Order 11063, as amended by Executive Order 12259; Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 3 of the Housing and Urban Development Act of 1968, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 12892; Executive Order 12898; Executive Order 11246 (as amended by Executive Orders 12375 and 12086); and North Carolina State Fair Housing Act (NCGS Chapter 41A); and HUD implementation regulations 24 CFR 570.495(b), 24 CFR Part 91.325(b)(5), 24 CFR 570.495(b), 24 CFR Part 5.106, 24 CFR Part 570.490(a) and (b), and 24 CFR 570.490(b).
12. **Section 504 of the Rehabilitation Act of 1973.** The Subrecipient must comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, and HUD implementing regulations at 24 C.F.R., Parts 8 and 9. Recipient must complete the Section 504 Survey and adopt a Grievance Procedure as well as complete a Transition Plan, if applicable. The Grant contract requires recipients to complete the Section 504 Survey and Transition Plan (if applicable), covering policies, practices, and physical accessibility and notify affected persons that it does not discriminate on the basis of the handicap.
13. **Americans with Disabilities Act (ADA).** State and local governments (Subrecipients) are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA) which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.  
  
Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504. The Division will continue to monitor for only Section 504 compliance until otherwise required by HUD.
14. **Language Access Plan (LAP).** The Subrecipient of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing

regulations require that Subrecipients take responsible steps to ensure meaningful access by LEP persons.

15. **Procurement Standards.** Where applicable, the Subrecipient shall follow and adopt the procurement standards established in the most current version of the CDBG-I Program Procurement Policy, as may be amended, based on the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR § 200.317-318, 320-321, 323-326), NCGS 143-129, 143-131, and 143-64.31, and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 75.
16. **Uniform Relocation Assistance and Real Acquisition Act of 1970 (URA).** The Subrecipient must adhere to the URA if federal assistance is used in any phase of a project involving acquisition, rehabilitation, or demolition. The URA establishes minimum federal requirements for real property acquisition and relocation assistance for federally funded projects. The implementation regulations include 24 CFR 570.488, 49 CFR 24.101(b)(1)-(5) and must comply with the full subpart B requirements of 49 CFR part 24, as may be amended.
17. **Relocation, Anti-Displacement and Relocation Assistance Plan.** The Subrecipient must adhere to Section 104(d) of the Housing and Community Development Act of 1974, as amended. Thus, subrecipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Implementation regulations include 24 CFR part 42, subpart C and Section 104(d).
18. **Financial Management.** The Subrecipient shall agree to follow applicable sections of the *Uniform Administration Requirements, Cost Principles, and Audit Requirements*, 2 CFR Part 200, concerning cost principles and prior approval with exceptions outlined in 24 CFR § 570.489(p).
19. **Labor Standards.** The Subrecipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-I programs, including but not limited to the rules set forth in 24 CFR § 570.603 and the following (as may be applicable to CDBG-I projects):
  - a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.

- c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.
  - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.
20. **Architectural Barriers.** Per 24 C.F.R. § 570.487 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, the Subrecipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Subrecipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190.
  - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter II-X. These provisions describe minimum standards the Subrecipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
21. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
22. **Excessive Force Provision.** Per Section 519 of Public Law 101-144, (1990 HUD Appropriations Act), the Subrecipient acknowledges its responsibility to enforce the policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the local government.
23. **Environmental Review.** The Subrecipient of CDBG funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58.



24. **Floodplain.** The Subrecipient must provide the Division with a certification signed by the CEO stating that the project area is not in a floodplain along with a floodplain map of the project area; or with a certification stating the process that will be followed, if the project occurs in the following floodplain zones:
- a. **If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway,** federal assistance may not be used at this location if the project is a critical action pursuant to 24 CFR 55.1(c) and 55 Subpart B except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.
  - b. **If the project occurs in a 100-year floodplain (A Zone),** the 8-Step Process is required as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).
  - c. **If the project occurs in a 500-year floodplain (B Zone or shaded X Zone),** the 8-Step Process is required for critical actions as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).
25. **Complaints and Grievance Procedures for Compliance Plans.** The Subrecipient must address complaints to the North Carolina Department of Commerce and DEQ, only if the Compliance Plan covers multiple grants awarded by both departments. Recipients must address complaints to DEQ, only, if the Compliance Plans cover a grant or multiple grants awarded by DEQ.
26. **Deobligations of Unused Funds.** When project costs are less than the grant award amount, excess award funds shall be deobligated back to DEQ. Administration funds shall be deobligated in proportion (the maximum grant administration is 10% of the total new expenditures) to the amount of program funds being deobligated to DEQ.

**IN WITNESS WHEREOF**, the Subrecipient and the Fund have executed this Grant Contract in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in the Fund's office shall control.

**GRANT SUBRECIPIENT:**

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

Name: \_\_\_\_\_

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

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

[SEAL]

**ATTEST:**

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

Name: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town/City/County Attorney

**Department of Environmental Quality**

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

Name: Shadi Eskaf

Title: Director, Division of Water Infrastructure

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

**EXHIBIT A**  
**Project No. 23-I-4153**

**Project Description:** The project involves the upgrade and replacement of a portion of the existing public water system in South Waynesville starts at the intersection of Hendrix Street and Sawyer Street and follows Sawyer Street south to the dead end of Sawyer Street. The project area is in the former Town of Hazelwood, which was annexed into the Town of Waynesville in 1995. The existing Sawyer Street Public Water System ends at the third residential housing unit, (before the Sawyer Street Mobile Home Park).

The project will include the extension of the Waynesville Public Water System from the current end to the most southern end of Sawyer Street and the length of Explorer Street. The project will install 1,255 LF of 6" DIP Water Main of new extension along Sawyer Street and Explorer Street and 2" PVC Water Main. Connection of 25 LMI residential water service lines and 4 new fire hydrants. LMI benefits include 24 new LMI (100%) eligible water service connections, reconnection of 4 existing water service reconnections. All water line replacement and new sewer extension activities will be along Sawyer Street in addition to new sewer line extension along Explorer Street.

The project will serve 4 existing water sewer served residences and 34 new residences, That were previously served by a 2-inch private water line that served the mobile home park, which are all located along Sawyer Street and Explorer Street. All new connections are within the Sawyer Street mobile home park.

All 34 of the new sewer service lines connecting to new 6" water line and are within the Sawyer Street mobile home park, and 24 of those new service connections will serve existing LMI households. The project area has 70.02 percent of low- and moderate-income persons.

**The project area map is illustrated in Exhibit H.**

Changes to this project description must be requested in writing and formalized in a program/project amendment to this grant agreement, prior to any action taken by the grantee.

**Project Schedule:** [from Notice of Intent to Fund]

1. **Execute Construction Contract Date: June 29, 2026.** Enter into a construction contract by this date for the work identified as construction in Exhibit A. Failure to enter into a construction contract by this date will result in withdrawal of the Grant, unless the DEQ has found the Subrecipient had good cause for such failure and the Board of Trustees has set a date by which the Subrecipient must take action.
2. **Grant Contract Expiration Date: July 31, 2027.** Complete the Project Scope of Work and submit the Grant Contract Final Report (items in Exhibit F, item 2 and as otherwise specified in Exhibit A) by this date. The DEQ will not reimburse the Subrecipient for

Project costs incurred after this date.

3. **Final Report and Final Reimbursement Date: September 14, 2027.** The DEQ must receive the Final Request for Payment and Final Report for the Project by this date. The DEQ will not accept or process for payment any request for payment received after this date. The DEQ will not reimburse the Subrecipient for costs incurred after the Contract Grant Contract Expiration Date.
4. **Grant Closeout Date: November 19, 2027.** Submit the final closeout completed packet containing the required forms and public hearing requirements (items will be specified after the "Construction Contract Date"). The DEQ will not allow extensions to the Grant under any circumstances after the Final Grant Closeout Date.

**Project Milestones:** The following schedule must be followed, or funds will be forfeited. Times indicated for each activity are maximum times allowable.

<b>Grant Milestones</b>	<b>Date</b>
Attendance at a Mandatory Procurement Workshop (Virtual)	5/15/2024
Attendance at a Mandatory Compliance Workshop (In-Person)	6/12/2024
Attendance at a Mandatory ERR/EID Workshop (In-Person)	6/13/2024
Grant Contract with DWI Executed by all Parties	7/30/2024
Engineering Report, Submitted & Received	10/28/2024
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds, Submitted	2/19/2025
Funding Approval Conditions, Submitted & Received	2/19/2025
Engineering Report Approved by Division*	2/19/2025
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Approved by Division	3/10/2025
Bid and Design Package, Submitted & Received	9/29/2025
Bid and Design Package Approved by Division*	1/16/2026
Bid Information, Submitted (Final Bid Notice, Itemized Bid Tabulation, etc.)	5/4/2026
Execute Construction Contracts (Submit e-copies of Construction Agreement, Notice of Award, Notice of Proceed, Project Schedule, Start of Construction Card with required documentation)	6/29/2026
Grant Contract Expiration (All construction needs to be complete)	7/31/2027
Final Report and Final Reimbursement, Submitted & Received	9/14/2027
Grant Closeout, Submitted & Received (Closeout package and required documentation)	11/19/2027
<b>Milestones for Compliance Plans**</b>	<b>Date</b>
Adopted Equal Employment Opportunity Plan and Policy, Submitted & Received	11/4/2024
Adopted Procurement Plan and Policy, Submitted & Received	11/4/2024
Adopted Citizen Participation Plan, Submitted & Received	11/4/2024
Adopted Section 3 Resolution and Plan , Submitted & Received	11/4/2024
Adopted Language Access Plan, Submitted & Received ( <i>plan must be completed - plan requires unique information about the subrecipient and a plan of action</i> )	11/4/2024
Adopted Excessive Force Provision, Submitted & Received	11/4/2024
Completed Section 504 Self-Evaluation Survey, Submitted & Received	11/4/2024
Adopted Section 504 Grievance Procedures, Submitted & Received	11/4/2024
Adopted Residential Anti-Displacement and Relocation Assistance Plan, Submitted & Received	11/4/2024
Adopted Code of Conduct, Policy Submitted & Received	11/4/2024
Adopted Fair Housing Complaint Procedure, Submitted & Received	11/4/2024

Adopted Equal Housing Opportunity Resolution, Submitted & Received	3/21/2025
Completed and Adopted Impediments to Fair Housing Choice (AI), Submitted & Received <i>(This requires unique information about the subrecipient and will aid in creating the Fair Housing Plan)</i>	3/21/2025
Completed and Adopted Affirmatively Furthering Fair Housing Plan & Policy, Submitted & Received <i>(Subrecipient action plan is unique, addressing the needs of the area identified in the AI)</i>	3/21/2025
<i>*Responses to Requests for Additional Information must be received by the Division at least 15 days prior to these milestones.</i> <i>**Failure to adopt the most current template language may result in needing to readopt the plan and policy.</i>	

**Funding Approval Conditions:** For reference, grant administration activities include activities required for the **preparation of the environmental document**, as well as the **engineering report**.

1. **Public Hearing Minutes.** No funds may be obligated or expended in any project activity except for the grant administration activity in the above-mentioned project until the Subrecipient has provided a copy of the adopted public hearing minutes for the CDBG-I application since the ones in the application were only certified.
2. **Change of Use of Real Property.** No funds may be obligated or expended in any project activity except for the grant administration activity until the Subrecipient has submitted an assurance statement from each owner of the mobile home park that the mobile home park will not have a change of use of said property until five years after closeout of the local government's grant with the State.
3. **New Connections.** No funds may be obligated or expended in any project activity except the grant administration activity until the Subrecipient has submitted a letter of assurance stating a total of 34 households (24 of which are LMI) will be connected to public sewer/water through this project. Any homes in the project area not connected to public sewer/water must have a valid reason for not connecting, (i.e., the private septic system has been determined as a functional system by the health department, and documentation is provided in the final report to attest to that).
4. **Completion of the Environmental Review Process.** No funds may be obligated or expended in any project activity except for the administration activity in the project until the Subrecipient has complied with the Environmental Review Procedures for the CDBG Program and the CDBG environmental regulations contained in 24 CFR Part 58.
5. **Grant Administration Contracts/Inter-Local Agreements.** No funds may be obligated or expended in any project activity except the grant administration activities until the Subrecipient has submitted either a copy of the contract/inter-local agreement awarded for the administration of this grant, or a statement signed by the chief elected official stating that the contract will be administered internally.

6. **Project Engineering Services Agreements.** No funds may be obligated or expended in any project activity except the grant administration activities until the recipient has submitted either a copy of the contract(s) awarded for the engineering services, or a statement signed by the chief elected official stating that the contract will be engineered internally.

## **EXHIBIT B**

### **CDBG-I Project No. 23-I-4153**

#### **PROJECT BUDGET, DISTRIBUTION OF FUNDS, AND REFUNDS**

##### **1. Project Budget**

- a. To obtain payment, the Subrecipient must submit itemized documentation substantiating direct costs incurred in the implementation of the project.
- b. Matching funds are contributed by:

<i>Funder</i>	<b>Type of funding &amp; Status of Funding</b>	<b>Matching Funds</b>	<b>Percent</b>
CDBG-I	Grant	\$613,500	100%
Local – specify	Bonds, reserves, in-kind etc.	\$ 0	0%
Other public funding source(s) – specify	SRF loan, state grants, Golden Leaf, ARC, etc.	\$ 0	0%
<i>Total</i>		\$613,500	100%

##### **2. Disbursement of Grant Funds for Incurred Costs.**

- a. To reduce the incidences of monitoring and audit findings or concerns, each preliminary financial activity listed below shall be implemented prior to disbursing any CDBG funds.
- (i) Adopt a project budget ordinance and establish a capital project fund. This ordinance must be readopted if a budget revision is completed and approved by the DEQ.
  - (ii) Establish a separate checking account (non-interest or internet bearing) for each CDBG grant.
  - (iii) Establish an internal control system.
  - (iv) Develop a comprehensive financial filing system that establishes a sufficient audit trail for each expenditure.

- b. No funds may be obligated or expended in any project activity except the administration activity until the Subrecipient has submitted all their funding approval conditions and the Division has removed all said conditions and released funds.
- c. Requests for CDBG Funds. Disbursement of grant funds for incurred costs for the project shall be made **at least monthly for reimbursement** of Subrecipient's expenditures on the Project as set forth in Exhibits A and B. To obtain disbursement of grant funds, the Subrecipient shall submit to the DEQ's Contract Administrator the following documentation:
  - (i) A completed and signed Payment Request form and Grantee Pay Request Checklist, as provided by the DEQ and as shown in Exhibit E, accompanied by appropriate itemized documentation supporting all expenses claimed and that clearly identifies each expenditure for which reimbursement is claimed. The supporting documentation must be organized in a manner that clearly relates the expenses shown in the supporting documentation to the line items shown on Exhibit E.
  - (ii) Any application for disbursement of grant funds that does not clearly identify each expenditure and relates each expenditure to the line items shown on Exhibit E will not be processed and will be returned to the Subrecipient for correction and re-submittal. **Subrecipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.**
- d. Certification by Engineer. At the option of the DEQ, disbursement of grant funds may be made only on the certificate and seal of an appropriately qualified registered Professional Engineer, that the improvements for which the reimbursement is requested have been completed in accordance with approved plans and specifications, to which certificate shall be attached an estimate by the construction contractor setting forth items to be paid out of the proceeds of each such reimbursement. The DEQ, at its option, may further require a certificate from such appropriately qualified registered Professional Engineer that the portion of the Project completed as of the date of the request for reimbursement has been completed according to schedule and otherwise as approved by the DEQ and according to applicable engineering standards and requirements. However, the DEQ may, at its discretion, make disbursements without requiring such certificates or construction contractor's estimate, in which event the Subrecipient shall furnish the DEQ a list of and the amounts of items to be paid out of the disbursement, or such other evidence as the DEQ may require.
- e. Disbursement of Funds Based on Progress. The Subrecipient agrees to proceed with diligence to accomplish the Project according to the schedule set out in Exhibit A and shall show appropriate progress prior to each disbursement of grant funds. Disbursement of grant funds for incurred costs may be withheld or delayed if Subrecipient fails to make progress on the Project satisfactory to the DEQ. Amounts withheld shall be reimbursed with subsequent disbursements in the event that



Subrecipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.

- f. Proof of Payment. The Subrecipient agrees to pay, as the work progresses, all bills for labor and materials going into the accomplishment of the Project and agrees to submit to the DEQ all such receipts, affidavits, canceled checks, or other evidences of payment as may be requested from time to time and, when and if requested by the DEQ, furnish adequate proof of payment of all indebtedness incurred in the development of the Project.
- g. Alternate Disbursement of Grant Funds. DEQ may, upon request by the Grant Recipient, disburse grant funds prior to actual project payments by the Subrecipient if costs are documented by unpaid third-party invoices. In order for DEQ to disburse grant funds to the Subrecipient based upon unpaid third-party invoices, the Subrecipient shall indicate its review and approval of the unpaid third-party invoice in writing and certify to the DEQ that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed grant funds. The Subrecipient will confirm to DEQ that the required payment has been made within three banking days of receipt of funds. Failure to comply will result in being placed on reimbursement status per the CDBG-I Program's Three-Day Rule Violation Policy.
- h. Payment of Construction Contingency Funds. Construction contingency is a percentage (minimum of 5% up to 10%) of the total estimate construction costs line item in the application budget to ensure the construction purpose is met. The Subrecipient agrees that NCDEQ/Division of Water Infrastructure, CDBG-I Unit has the final authority on using contingency to pay for changes in work or claims. Construction contingency funds will not be disbursed until the Subrecipient has demonstrated that it has expended at least 90% of all other matching funds including matching grant and/or loan funds. The construction contingency may be reduced below 5%, to no less than 2.5% once construction is 95% completed.
- i. Change Orders. A written order to the contractor signed by the Subrecipient, and recommended by the Project Engineer (with signature), authorizing an addition, deletion, or revision in the work within the general scope of the construction contract documents, or an adjustment in the contract price or the contract time issued after executing the contract agreement. All change orders must be provided to the CDBG-I Program Engineer for review of eligibility prior to the change occurring.
- j. Construction Costs. All costs must be specific to the scope of work defined in the grant contract and/or project amendments, applicable change orders, and consistent with the amount of work completed as confirmed by the contractor's pay applicable. Confirmation shall be in the form of signature by the engineer who observed and can confirm that the work is consistent with the amount of grant funds requested.
- k. Equipment. Grant funds for equipment should be expended only when such equipment has been installed. Partial payment for equipment that has not been installed is acceptable if the amount requested is for the material cost of the

equipment and not any labor that is to be performed. Only equipment specified in the grant contract may be purchased with grant funds.

- i. Connection / Hookup Fees ("access fees"). Using grant funds to pay access fees on behalf of LMI residents to tap/connect into public water and sewer lines is generally eligible under the provisions of 24 CFR § 570.482(b), Special assessments under the CDBG program. CDBG funds may not be used to connect nonLMI residential, non-residential, or vacant units. This access fee is a one-time charge made as a condition to access the public improvement. CDBG funds may be used to pay water/sewer tap and/or connection costs only under limited circumstances if the public improvement itself is or was being funded in whole with CDBG funds and thus meets a national objective and is fully compliant with all CDBG Program requirements. Other fees, such as impact, capacity, or development fees for LMI residences to public water and sewer must be waived or paid with non-CDBG funds, since these fees are ineligible for CDBG funds.

To ensure that LMI households receive the benefits of connecting to a public water or sewer system, the connection must be provided to LMI households at no cost to the LMI household as a direct beneficiary. CDBG funds may only be used for:

- (i) Reasonable hookup or connection fee to connect to the public line, if 24 CFR § 570.482(b) and its restrictions are met;
- (ii) Cost for the physical service connection (private lateral) and appurtenances for the private property;
- (iii) Cost for the use of special equipment such as grinder pumps or vacuum pits to transport residential wastewater to the existing sewer lines;
- (iv) Cost for the removal and/or crushing septic tanks or cap wells, as required by the health department; and
- (v) If applicable, any building permits and inspections if the local government building department requires them.

- l. Costs of Acquisition. Expenditures for all activities budgeted in the grant contract specific to acquisition can be paid with grant funds in the amount(s) specified in CDBG-I Application Budget if the HUD acquisition process is followed. These activities include appraisal, review appraisal, survey, property purchases, legal condemnation costs, abstractor, legal fees, filing/recording fees, relocation assistance to displaced property owners or businesses, and associated costs such as postage and publication. To ensure cost reasonableness, copies of acquisition documentation will be required for request over \$10,000.

- m. Costs of Engineering Services. The DEQ agrees to disburse grant funds to the Subrecipient for engineering services consisting only of costs of labor for engineering work conducted exclusively for this Project and outlined, in detail, in the executed engineering contract(s). The Subrecipient's requests for such disbursements shall be made under either the Grant Administration [see o(i) below] or the public improvement activity line item, as a service deliverable expense, of Exhibit B and shall conform with the following:

- (i) If expenditures for these services are included in the grant agreement, payment must be made on a pro rata basis consistent with the fee payment schedules specified in the applicable professional service contract. Payment over these amounts shall not be made with grant funds. Additionally, payment for “additional services” shall not be made unless prior approval has been obtained from the CDBG-I Program Manager.
- n. Costs of Grant Administration. The DEQ agrees to disburse grant funds to the Subrecipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Subrecipient’s requests for such disbursement shall be made under the Grant Administration line item of Exhibit B and shall conform with the following:
  - (i) Costs allowable under the Grant Administration line item shall be only costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, the environmental review, the engineering report, compliance activities, payment requests, preparing the project final report, revisions to the Grant Contract).
  - (ii) Allowable Grant Administration labor costs may include any of the following: (a) pay to the Subrecipient’s payroll employees, plus the Subrecipient’s cost of paying benefits on such pay (usually employees’ pay times an audited or auditable benefits multiplier) with the submission of timesheets identifying hours worked on CDBG-I project tasks; (b) pay to contract employees of the Subrecipient (e.g., temporary office support), payable at the Subrecipient’s actual cost, without application of a benefits multiplier; and/or (c) cost of professional services labor contracted by the Subrecipient (e.g., engineering firm or consultant), payable at the Subrecipient’s actual cost for that labor.
  - (iii) Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Grant Administration line item of Exhibit B.
  - (iv) Thresholds for Grant Administration. Subrecipients can request and drawdown from the Grant Administration line item stated in Exhibit B, up to a specific percentage when these thresholds are met:
    - a) Actual costs up to 25% maximum at time of removal of grant conditions, lesser amounts may be drawn prior to this milestone.
    - b) Actual costs up to 50% maximum at time of approval of 1st Contractor Application for Payment, lesser amounts may be drawn prior to this milestone.
    - c) Actual costs up to 75% maximum at time of 50% construction draw, lesser amounts may be drawn prior to this milestone.
    - d) 100% based on actual costs at final report after all required paperwork has been submitted and approved.

Once a project is under construction, requests for funds for only administrative and service delivery (i.e., engineering, and related expenses) costs will not be processed

without public improvement and/or limited housing rehabilitation activity (i.e., contractor applications) costs are included and approved by authorized parties (contractor, engineering, and owner). Subrecipients must request project improvement and/or limited housing rehabilitation activity, service delivery, and administration once construction has started.

- o. DEQ Retaining Portion of Funds Until Project Completion. The DEQ will withhold payment from the Subrecipient in the amount of five percent (5%) of the Grant Administration line item until the Subrecipient has resolved all monitoring findings and the final report has been approved.
- p. No Excess Costs. The DEQ agrees to disburse grant funds to the Subrecipient only for costs actually incurred by the Subrecipient that do not exceed the funds budgeted for the Project shown on Exhibit B.
- q. All "Other" Expenditures. These expenditures must be justified in writing and approved by the CDBG-I Program Manager prior to payment to determine allowability. Questions regarding specific costs should be discussed with the Grants Coordinator for eligibility determinations and grant agreement amendments (if necessary) prior to expenditure of grant funds.
  - (i) If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Grant Recipient's share of said costs and shall submit such plan to the DEQ for approval, in a form specified by the DEQ.
- r. Period for Incurring Reimbursable Expenditures. The DEQ will reimburse the Subrecipient only for allowable project expenditures that are incurred by the Subrecipient or the Subrecipient's consultants, contractors, or vendors during the period between the Award Date and the Grant Contract Expiration Date of the Grant Contract. The DEQ will not reimburse the Subrecipient or project expenditures that are not incurred during this period.
  - (i) Claims for expenses must be made in the appropriate fiscal year. Subrecipients should submit requests for reimbursements for the fiscal year prior to June 30 of each year. Claims should not include expenses incurred over multiple fiscal years.
  - (ii) Only the final reimbursement will be allowed after the Grant Contract Expiration Date.
- s. Program Income. Subrecipients must adhere to program income requirements set forth in 24 CFR § 570.489(e). Thus, at the end of the program year, the Subrecipient is required to remit all, or part of any program income balances held by the Subrecipient to the DEQ.

**3. Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost.**

- a. Refunds. The Subrecipient shall repay to the DEQ any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned

on funds reimbursed pursuant to the Grant Contract. The Subrecipient shall repay the DEQ administration funds in proportion (the maximum grant administration is 10% of the total new expenditures) to the program funds being repaid.

- b. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to the CDBG-I upon termination of the Grant Contract. The Subrecipient shall repay to the DEQ administration funds in proportion to the program funds being repaid.
- c. Reduction of the Grant based on construction cost less than budgeted construction cost. The DEQ may reduce the Grant amount if the Subrecipient expects actual construction costs to be less than budgeted construction costs, as follows:
  - (i) The Subrecipient shall provide to the DEQ a construction contract pricing document(s), consisting minimally of a statement of the scope of the construction work included in the pricing, a schedule of construction payment items, agreed-upon construction or vendor pricing for each item, and a total anticipated construction cost based on the pricing.
  - (ii) The Subrecipient shall deliver the construction contract pricing document to the DEQ's Contract Administrator within 30 days of executing a construction contract for the Project.
  - (iii) The DEQ may, at its discretion after comparing the total anticipated construction cost with the Grant Contract project budget, choose to reduce the Grant. If the DEQ chooses to reduce the Grant, the DEQ's Contract Administrator will prepare an amendment to the Grant Contract for this purpose, and the DEQ will approve requests for reimbursement of the Subrecipient's construction costs only after the amendment has been signed by both the Subrecipient and the DEQ. Grant administration funds shall be reduced in proportion to the project funds being reduced (the maximum grant administration is 10% of the total new expenditures).
- d. Reimbursement to DEQ for Improper Expenditures. The Subrecipient will reimburse DEQ for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services must include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DEQ.

**EXHIBIT B**

**PROJECT BUDGET**  
**(see next page)**

**PROJECT BUDGET FOR Town of Waynesville 23-I-4153**

CDBG Grant Amount Approved:							\$613,500	
Use of Funds	Total Cost	A. CDBG	B. Appalachian Regional Commission	C. Other Federal Funds	D. State/Local Funds	E. Private Funds	F. Other:	
<b>C. Public Facilities and Improvements</b>								
(9) Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10) Flood and Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(11) Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(12) Other Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(13) Public Sewer Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(14) Public Water Improvements	\$ 432,200.00	\$ 432,200.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(15) Housing Rehab - water connections	\$ 174,000.00	\$ 120,000.00	\$ -	\$ -	\$ 54,000.00	\$ -	\$ -	\$ -
(16) Housing Rehab - sewer connections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration (10%)	\$ 61,300.00	\$ 61,300.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 667,500.00	\$ 613,500.00	\$ -	\$ -	\$ 54,000.00	\$ -	\$ -	\$ -

## EXHIBIT C

### REPORTING, RECORD KEEPING, AND AUDIT REQUIREMENTS

1. Project Quarterly Progress Reports (QPR). Subrecipient shall submit a written detailed narrative progress report describing the work accomplished on the Project and progress toward meeting the Project objectives to the CDBG-I's Contract Administrator, quarterly beginning with the next quarter after the Effective Date in the format set forth on Exhibit D. Quarters shall be defined as January-March, April-June, July-September, and October-December. **Reports shall be received by the DEQ's Contract Administrator within 30 days after the end of the quarter.**
2. Semi-Annual Labor Standards Enforcement Report (SALSER). Subrecipient shall submit a SALSER every March 30<sup>th</sup> and September 30<sup>th</sup> to the CDBG-I compliance Specialist until the grant is closed out.
3. Annual Performance Report (APR). Subrecipient shall submit an Annual Performance Report by January 31<sup>st</sup> to the Division on the work accomplished on the Project until the grant closeout package has been received.
2. Grant Contract Final Report. Subrecipient shall submit to the CDBG-I's Contract Administrator a grant contract final report in accordance with the schedule shown on Exhibit A. **If the final report is not acceptable to DEQ, it shall be returned to the Subrecipient for correction. Final payment will not be made until the final report is acceptable to DEQ.** The grant contract final report shall parallel the scope and conditions of the Grant Contract as defined in Exhibit A. The required format for this report is set forth on Exhibit D, and the report shall include:
  - a. A narrative statement evaluating and summarizing the completed Project including a concise statement of the Scope of Work in Exhibit A, a detailed description of the objectives the Subrecipient hoped to accomplish with the Project, and comparison of the objectives with accomplishments.
  - b. A summary of changes made to the Project Scope of Work (Exhibit A) and Project Budget (Exhibit B) and reasons for the changes.
  - c. Any other documents, reports or other evidence, including photographs necessary to verify that the Project has been concluded in compliance with this Grant Contract.
  - d. Engineer's Certification of Completion.
  - e. Owner's Certification of Completion.
3. Closeout of Grant. DEQ will close out the CDBG subaward when it determines that the Subrecipient has completed all CDBG approved activities and/or expended all CDBG funds in conformance with program guidelines Subrecipient. The close-out process encompasses a series of activities that together verify that CDBG funds have been properly spent and that the recipient complied with all applicable rules and requirements in the implementation of its program.



Subrecipients will be expected to carry out the project as proposed in the application, stated in this grant contract (Exhibit A), or an approved program amendment(s). The activities should be completed, and the beneficiaries should be served prior to project close-out.

- a. Close Out Grant. In preparation for grant closeout, the Subrecipient must conduct the following:
  - (i) All third-party invoices and expenses must be paid/expended by the time the closeout public hearing is held.
  - (ii) Cover letter for documents submitted; describe anticipated program income or deobligated funds. Also include a statement in this cover letter stating all third-party invoices (primes and subs) are paid in full.
  - (iii) If improvements were made to Mobile Home Parks (HMP), there must be a No Change of Use statement signed by MHP owner on file, where no changes in use will occur for at least one year after completion of improvements.
  - (iv) Engineer's Final Inspection Letter.
  - (v) DWI CDBG-I Project Closeout Checklist – completed, signed, and dated.
  - (vi) Public Participation Documentation:
    - a. Copy of adopted minutes from the closeout public hearing or certification signed by Authorized Representative (AR).
    - b. Copy of closeout public hearing advertisement from newspaper.
    - c. Copy of affidavit of publication of the closeout public hearing advertisement or tear sheet.
  - (vii) Closeout Package Reports:
    - a. Certificate of Completion, signed by AR.
    - b. Applicable Accomplishments and Beneficiaries Form(s).
    - c. Property Disposition Form.
    - d. Use of Non-ED Program Income Form.
4. Change of Use of Real Property. The Subrecipient, including activities undertaken by subrecipients, who acquired or improved in whole or in part using CDBG funds more than the threshold for small purchase procurement, the following standards shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of the Subrecipient's grant.
  - a. The Subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the unit of general local government provides affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:

- (i) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of the government; or
    - (ii) The requirements in paragraph 4(b) are met.
  - b. If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (4)(a) of this section, it may retain or dispose of the property for the changed use if the Subrecipient's CDBG program is reimbursed or the State's CDBG program is reimbursed, at the discretion of the State. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property, except that if the change in use occurs after grant closeout but within 5 years of such closeout, the Subrecipient shall make the reimbursement to the State's CDBG program account. Following the reimbursement of the CDBG program in accordance with this section, the property no longer will be subject to any CDBG requirements.
- 5. Recordkeeping Requirements. Subrecipient will maintain all records and comply with all responsibilities as required under CDBG recordkeeping for example, 24 CFR 570.490 ("Recordkeeping Requirements") and 2 CFR § 200.334-338 ("Retention and Access Requirements for Records") as may be modified by HUD as well as records to document compliance with CDBG requirements. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DEQ, HUD or any other federal or state entity.
- 6. Project Financial Records. Subrecipient agrees that the Fund and the State have the right to audit the books and records of the Subrecipient pertaining to this Grant Contract both during performance and for five (5) years after the completion or termination of this Grant Contract or until all audit exceptions, if any, have been resolved, whichever is longer. The Subrecipient shall retain complete accounting records, including all audit reporting, original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Grant Contract, for that same period. The Subrecipient agrees to make available at all reasonable times to the Fund all bid documents, and accurate books and records of all expenditures for costs applicable to this Grant Contract which will facilitate the audit of the Grant Subrecipient's records.
- 7. Audit Reporting. The DEQ must ensure that Subrecipients meet applicable audit requirements outlined in 2 CFR 200 Subpart F.
  - a. Open Grants. All Subrecipients, with active open grants, are required to either complete and submit an Audit Certification Form (ACF), or a Single Audit Report (SA), depending on if the Subrecipient expends \$750,000 or more during the entity's fiscal year in all federal funds (received directly from federal awarding agencies or indirectly from pass-through entities).

- b. Closed Pending Final Audit Grants. All Subrecipients with closed pending final audit status must file an SA or a Program-Specific Audit (PSA) with financial statements and schedule of expenditures of the CDBG grant, in accordance with the provisions of 2 CFR 200 Subpart F.
  - c. Report Submission. Audit requirements must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's reports(s), or 9 months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal or State holiday, the reporting package is due the next business day.
    - (i) The ACF must be submitted to the DEQ, CDBG-I Unit, no later than the last business day of November of each calendar year. Submitting an ACF to the DEQ does not release the Subrecipient from preparing and submitting audits or other financial reports required by State law.
    - (ii) The SA or PSA must be submitted to the North Carolina Department of State Treasurer and Federal Audit Clearinghouse (FAC) no later than March 31<sup>st</sup> of each calendar year.
    - (iii) Subrecipients must submit to the DEQ, CDBG-I Unit, the record of submission of the SA or PSA to the FAC (i.e., a copy of the FAC email confirmation of submission) upon report submission.
    - (iv) Any findings noted in that audit will be the responsibility of the Subrecipient.
  - d. Sanctions. Failure to submit the required audit reporting by the above-mentioned due dates, the DEQ will, per 2 CFR 200.505 (200.339), suspend the draw-down of grant funds for active open grants and suspend review and/or acceptance of applications until the Subrecipient is current on their audit reporting requirements (200.339). If during the life of the grant, the Recipient continues to fail to comply with the audit reporting requirement, DEQ will impose stricter sanctions allowed per in 2 CFR 200.505 (200.339).
8. Access to Records and Retention. The Subrecipient shall provide any duly authorized representative of DEQ, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all closeout procedures. All original files shall be maintained at the Local Government offices for access purposes.
9. Release of Personal Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Subrecipient shall obtain and retain personal, income-related, financial, tax and/or related information from companies, individuals and families that are benefitting from Grant or Program funds. Additionally, Subrecipient is obligated to provide access to all information relating to the Program to DEQ, HUD or other appropriate federal or state monitoring entity, upon DEQ's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Subrecipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this

information can be properly and legally provided to appropriate federal and state entities, including DEQ and HUD, without issue or objection by the individual or entity.

**EXHIBIT D**

**DEQ FORM FOR QUARTERLY PROGRESS REPORT  
(see next page)**

Electronic version of the Quarterly Progress Report is found at  
<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/cdbg-i-reports>

Grantee: \_\_\_\_\_ Grant No: \_\_\_\_\_ Amount Awarded: \_\_\_\_\_  
 Period Covered (Month/Year): \_\_\_\_\_ Calendar Quarter: *January-March* Date Prepared: \_\_\_\_\_

Activity	Is Applicant Connected, Treatment Plan Remained Proposed (Describe)	Is or # Completed This Quarter (Describe)	Is or # Completed To Date (Describe)
TOTAL			

[illegible]

Grantee: \_\_\_\_\_ Grant No: \_\_\_\_\_ Amount Awarded: \_\_\_\_\_  
 Period Covered (Month/Year): \_\_\_\_\_ Calendar Quarter: *January-March* Date Prepared: \_\_\_\_\_

A. Activity	B. Property Connected Agreement Plan Rehab Proposed <i>(Describe)</i>	C. If or # Completed This Quarter <i>(Describe)</i>	D. If or # Completed To Date <i>(Describe)</i>
TOTAL			

[illegible]

**EXHIBIT E**

**DEQ REQUEST FOR REIMBURSEMENT FORM & CHECKLIST**  
**(see next page)**

Electronic version of the Reimbursement Request Form and checklist is found at  
<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/cdbg-i-reports>



## EXHIBIT E

**REIMBURSEMENT REQUEST FORM**

Division of Water Infrastructure

Project No:

Period Covered by this Report: From

To

**Recipient Organization**

Name:

Address:

City, State &amp; Zip:

Payment No:

Page No:

Of

**Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.**

	Contract admin	Engineer	Contract #1	Contract #2	Year to Date
<b>ADMINISTRATION</b>					
General admin					
Environmental Review					
Engineering Report					
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions (income)					
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					

<b>HOUSING REHAB - WATER</b>					
Connections - new					
Connections - rehab					
<b>HOUSING REHAB - SEWER</b>					
Connections - new					
Connections - rehab					
<b>TOTAL CUMULATIVE TO DATE</b>					
Previous received					
Amount requested					
Percent complete					
Program Income					

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient. ☐

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days. ☐

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**#1 REQUIRED**

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

**#2 REQUIRED**

\_\_\_\_\_  
Type or Print Name and Title

INSTRUCTIONS REIMBURSEMENT REQUEST FORM									
Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.									
Project No:	Enter the Grant number assigned (e.i 13 - I-XXXX, 14-I-XXXX, 15-I-XXXX)								
Period Covered by this Report:	Enter the time period cover for the request								
Recipient Organization:	Enter grantee name and address; Payment No.and Number of pages that the request form includes								
<b>Columns</b>									
Contract Admin:	Enter expenses under the Grant Administration Contract ONLY								
	General Admin								
	Environmental Review								
	Engineering Report								
Note: If you are including multiple Invoices for the same request under the same activity please add totals and attached individual invoices for every expense being claimed.									
<b>Example:</b>									
General Administration:	\$2,000	This is the only amount that must be entered on the request form, but the Invoice for each item must be attached to the form							
Compliance Plans	\$1,500								
Meetings with Local Government Officers	\$500								
	\$2,000								
Engineer:	Enter expenses under this category only if the activities are performed by the Engineering Company								
Contract #1:	Enter expenses under this category only if construction activities are taking place								
Contract #2:	Enter expenses under this category only if and additional construction contract activities are taking place								
Year to Date:	Enter expenses including previous requested amounts including current request								
<b>Rows</b>									
Administration	Enter total expenses for Administration activities ONLY for the time period covered by the report								
General admin	Enter total amount from invoices under this activity for each contract if applicable								
Environmental Review	Enter total amount from invoices under this activity for each contract if applicable								
Engineering Report	Enter total amount from invoices under this activity for each contract if applicable								

<b>Service Delivery</b>	Enter total expenses for Service Delivery activities ONLY for the time period covered by the report									
Planning and design	Enter total amount from invoices under this activity for each contract if applicable									
Construction Admin	Enter total amount from invoices under this activity for each contract if applicable									
Construction inspection	Enter total amount from invoices under this activity for each contract if applicable									
<b>Construction - Water</b>	Enter total expenses for Construction -Water activities ONLY for the time period covered by the report									
Construction	Enter total amount from invoices under this activity for each contract if applicable									
Equipment	Enter total amount from invoices under this activity for each contract if applicable									
Miscellaneous	Enter total amount from invoices under this activity for each contract if applicable									
Deductions (income)	Enter total amount from invoices under this activity for each contract if applicable									
<b>Construction - Sewer</b>	Enter total expenses for Construction -Sewer activities ONLY for the time period covered by the report									
Construction	Enter total amount from invoices under this activity for each contract if applicable									
Equipment	Enter total amount from invoices under this activity for each contract if applicable									
Miscellaneous	Enter total amount from invoices under this activity for each contract if applicable									
Deductions(income)	Enter total amount from invoices under this activity for each contract if applicable									
<b>Housing Rehab - Water</b>	Enter total expenses for Housing Rehab - Water activities ONLY for the time period covered by the report									
Connections - new	Enter total amount from invoices under this activity for each contract if applicable									
Connections - rehab	Enter total amount from invoices under this activity for each contract if applicable									
<b>Housing Rehab - Sewer</b>	Enter total expenses for Housing Rehab - Sewer activities ONLY for the time period covered by the report									
Connections - new	Enter total amount from invoices under this activity for each contract if applicable									
Connections - rehab	Enter total amount from invoices under this activity for each contract if applicable									
<b>Total Cumulative to Date</b>	Enter total amount expended to date for all the activities									
Previous received	Enter total amount received from last request									
Amount requested	Enter total amount requested from current request									
Percent complete	Enter percentage of total amount expended to date from total amount of project per contract									
Program Income	Enter total amount for program income to date									

**Example No. 1**

**REIMBURSEMENT REQUEST FORM**

<b>Division of Water Infrastructure</b>		<b>Project No:</b>	
<b>Period Covered by this Report:</b>	From	To	
<b>Recipient Organization</b>			
<b>Name:</b>		<b>Payment No:</b>	1
<b>Address:</b>		<b>Page No:</b>	1
<b>City, State &amp; Zip:</b>		<b>Or</b>	1

**Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.**

	Contract admin	Engineer	Contract #1	Contract #2	Year to Date
<b>ADMINISTRATION</b>					
General admin	\$5,000.00				\$5,000.00
Environmental Review					
Engineering Report		\$10,000.00			\$10,000.00
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
<b>HOUSING REHAB - WATER</b>					
Connections - new					
Connections - rehab					
<b>HOUSING REHAB - SEWER</b>					
Connections - new					
Connections - rehab					
<b>TOTAL CUMULATIVE TO DATE</b>	\$5,000.00	\$10,000.00			\$15,000.00
Previous received	\$0.00	\$0.00			\$0.00
Amount requested	\$5,000.00	\$10,000.00			\$15,000.00
Percent complete	10.00%	5.00%			15.00%
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

☐

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

☐

Recipient

**#1 REQUIRED**

Signature of Authorized Representative Date

Type or Print Name and Title

**#2 REQUIRED**

Signature of Authorized Representative Date

Type or Print Name and Title

Example No. 2

REIMBURSEMENT REQUEST FORM					
Division of Water Infrastructure	Project No:				
Period Covered by this Rep	From	To			
Recipient Organization					
Name:			Payment No:		
Address:			Page No:		
City, State & Zip:			Of		
Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.					
	Contract admin	Engineer	Contract #1	Contract #2	Year to Date
ADMINISTRATION					
General admin	\$5,000.00				\$10,000.00
Environmental Review					
Engineering Report					\$10,000.00
SERVICE DELIVERY-WATER IMPROVEMENTS					
Planning and design		\$10,000.00			\$10,000.00
Construction Admin					
Construction inspection					
SERVICE DELIVERY-SEWER IMPROVEMENTS					
Planning and design					
Construction Admin					
Construction inspection					
CONSTRUCTION - WATER IMPROVEMENTS					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
CONSTRUCTION - SEWER IMPROVEMENTS					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
HOUSING REHAB - WATER					
Connections - new					
Connections - rehab					
HOUSING REHAB - SEWER					
Connections - new					
Connections - rehab					
TOTAL CUMULATIVE TO DATE	\$10,000.00	\$20,000.00			\$30,000.00
Previous Received	\$5,000.00	\$10,000.00			\$15,000.00
Amount Requested	\$5,000.00	\$10,000.00			\$15,000.00
Percent complete	20.00%	10.00%			30.00%
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

OR

have not been paid to the respective vendors, consultants & contractors.

State will be disbursed to these entities within three (3) banking days.

Recipient

#1 REQUIRED

Signature of Authorized Representative

Date

Type or Print Name and Title

#2 REQUIRED

Signature of Authorized Representative

Date

Type or Print Name and Title



**Example No. 3**

REIMBURSEMENT REQUEST FORM					
Division of Water Infrastructure		Project No:			
Period Covered by this Report		From	To		
Recipient Organization					
Name:		Payment No:			
Address:		Page No:			
City, State & Zip:		Of			
Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.					
	Contract admin	Engineer	Name of Contractor	Contract #2	Year to Date
<b>ADMINISTRATION</b>					
General admin	\$5,000.00				\$15,000.00
Environmental Review					
Engineering Report					\$10,000.00
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>					
Planning and design					\$10,000.00
Construction Admin					
Construction inspection					
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection		\$10,000.00			\$10,000.00
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>					
Construction			\$100,000.00		\$100,000.00
Equipment					
Miscellaneous					
Deductions(income)					
<b>HOUSING REHAB - WATER</b>					
Connections - new					
Connections - rehab					
<b>HOUSING REHAB - SEWER</b>					
Connections - new					
Connections - rehab					
<b>TOTAL CUMULATIVE TO DATE</b>	\$15,000.00	\$30,000.00	\$100,000.00		\$145,000.00
Previous Received	\$10,000.00	\$20,000.00	\$0.00		\$30,000.00
Amount Requested	\$5,000.00	\$10,000.00	\$100,000.00		\$115,000.00
Percent complete	30.00%	15.00%	10.00%		55.00%
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

☐

**OR**

have not been paid to the respective vendors, consultants & contractors. State will be disbursed to these entities within three (3) banking days.

☐

Recipient

**#1 REQUIRED**

Signature of Authorized Representative

Date

Type or Print Name and Title

**#2 REQUIRED**

Signature of Authorized Representative

Date

Type or Print Name and Title

**EXHIBIT F**  
**DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have as their meanings in this Grant Contract the definitions set forth below.

1. "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer, or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political sub-agency of government.
2. "Audit" means an examination of records or financial accounts to verify their accuracy.
3. "Construction contract" means a legally binding agreement between the Subrecipient and another party for implementing construction work described in the project scope of work given in Exhibit A.
4. "Enter into a construction contract" means signature of a construction contract by both the Grant Subrecipient and another party for the construction work described in the project scope of work given in Exhibit A.
5. "Fund" means the Community Development Block Grant- Infrastructure fund.
6. "Grant" means state funds disbursed by the Department of Environmental Quality through the Department of Commerce and the federal Department of Housing and Urban Development to a Subrecipient to conduct activities described in this Grant Contract.
7. "Grant Contract" means a legal instrument that is used to reflect a relationship between the grantor and Subrecipient and is used interchangeably herein with the term "Contract".
8. "Subrecipient" shall mean one of the entities identified as a party to this Contract.
9. "Grantor" as used in this Grant Contract, means the Fund in its capacity as provider of grant funds for the Subrecipient's use in conducting the project.



## **EXHIBIT G**

### **GENERAL TERMS AND CONDITIONS**

#### **A. Affirmative Covenants**

1. **Compliance with Laws.** Subrecipient agrees to perform and maintain the Project in compliance with all federal, state, and local laws and regulations, including, without limitation, environmental, zoning, and other land use laws, and regulations. The Subrecipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner.
2. **Insurance.** The Subrecipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. Subrecipient will ensure that all contractors furnish adequate payment and performance bonds.
3. **No Liens.** The Subrecipient shall take such action, including, without limitation, obtaining lien waivers, as shall be reasonably necessary to avoid liens against the Property in any way related to the Project.
4. **Retention, Operation, Maintenance and Use.**
  - a. Subrecipient agrees to complete the Project as approved by the DEQ. The descriptions, purpose, schedules, scope of work and budgets set out in Exhibits A and B, and accompanying or related plans, specifications, estimates, procedures, and maps submitted to the DEQ by the Subrecipient are the foundation of this Grant Contract.
  - b. Property acquired, developed, or improved with grant assistance from the Fund shall be retained and used for the purposes identified in Exhibit A and Subrecipient hereby agrees to file or record such restrictions as may be required to assure such continued use and such restrictions shall be in form and substance satisfactory to the DEQ.

#### **B. Representations and Warranties**

In order to induce the DEQ to enter into this Grant Contract and to make the Grant as herein provided, the Subrecipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of the DEQ, and the completion of the Project by the Subrecipient:

1. **No Actions.** There are no actions, suits, or proceedings pending, or to the knowledge of the Subrecipient, threatened, against or affecting the Subrecipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Subrecipient's ability to observe and perform its obligations under this Grant Contract.

2. Validity of Grant Documents. Upon execution and delivery of items required hereunder, this Grant Contract and the other grant documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
3. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Subrecipient shall promptly refer to DEQ and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

#### C. Termination by Mutual Consent

The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Contract Administrators, or as otherwise provided by law.

#### D. Termination for Cause; Events of Default

1. Events of Default. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Subrecipient of its obligations to the DEQ, and shall entitle the DEQ to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:
  - a. Property Unsuitable. A determination by the DEQ, prior to the disbursement of the Grant funds that the Property is unsuitable for the purposes of the Grant Contract.
  - b. Unsuitable Use. The Property is used in a manner materially inconsistent with the purposes of this Grant Contract or the Project.
  - c. Default in Performance. The default by the Subrecipient in the observance or performance of any of the terms, conditions, or covenants of this Grant Contract; provided, however, that no such default shall occur until the Subrecipient has been given written notice of the default and 30 days to cure have elapsed.
  - d. Misrepresentation. If any representation or warranty made by the Subrecipient in connection with the Grant or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
  - e. Abandonment of the Project. If Subrecipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

If a termination for cause occurs, it will be taken into consideration if the Subrecipient submits future funding application to the Division.

#### E. Events of Default - DEQ's Rights and Remedies

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

1. Project Termination. If an Event of Default occurs, the DEQ may, at its discretion, suspend and/or terminate all obligations of the DEQ hereunder. If, in the judgment of the DEQ, such failure was due to no fault of the Subrecipient, amounts required to resolve at minimum costs any irrevocable obligations properly incurred by Subrecipient shall, in the discretion of the DEQ, be eligible for assistance under this Grant Contract consistent with state and federal law.
2. Additional Remedies. If an Event of Default occurs, the DEQ shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Grant Contract or any other item or document required hereunder; (b) to compel specific performance of any of Subrecipient's obligations under this Grant Contract; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. The DEQ shall be under no obligation to complete the Project.
3. Nonwaiver. No delay, forbearance, waiver, or omission of the DEQ to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the DEQ may be exercised from time to time and as often as may be deemed expedient by the DEQ.

#### F. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified, or amended only by written agreement executed by all parties hereto.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the DEQ, the State and the Subrecipient, and their respective successors and assigns, subject always to the provisions of paragraph F.8 of this Exhibit H. Except for the State, there shall be no third-party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the disbursement of Grant funds under this Grant Contract, upon the reasonable request of the DEQ, the Subrecipient shall execute, acknowledge, and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the DEQ or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract.
4. Compliance by Others. The Subrecipient shall be responsible for compliance with the terms of this Grant Contract and shall require the same compliance of its sub-grant recipients, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated, or assigned

pursuant to this Grant Contract. Delegation by the Subrecipient to a sub-grant recipient of any duty or obligation hereunder does not relieve the Subrecipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by the Subrecipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Subrecipient and sub-grant recipient, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and neither this Grant Contract nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Grant Contract nor any of the Grant Documents shall in any way be interpreted or construed as making the Subrecipient, its agents, or employees, agents, or representatives of the DEQ. The Subrecipient is and shall be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall the DEQ be liable for debts or claims accruing to or arising against the Subrecipient. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, DEQ.
6. Indemnity. The Subrecipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, the DEQ, its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Subrecipient, its employees, or agents in use or management of the Project or Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; and (c) for any claims, whether brought in contract, tort, or otherwise, arising out of this Grant Contract. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.
7. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Subrecipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the Fund, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.
8. Savings Clause. Invalidity of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

9. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.
10. Survival. Where any representations, warranties, covenants, indemnities, or other provisions contained in this Grant Contract by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing.
11. Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.
12. Entire Contract. This Grant Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules, and other attachments hereto are incorporated herein by reference.
13. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Grant Contract.
14. Time of the Essence. Time is of the essence in the performance of this Grant Contract.

**EXHIBIT H**

**PROJECT MAP**  
**(see next page)**



LMU PROPERTIES	
SURVEY #	STREET
80	315 SAWYER ST.
79	307 SAWYER ST.
78	301 SAWYER ST.
77	295 SAWYER ST.
76	283 SAWYER ST.
75	269 SAWYER ST.
74	263 SAWYER ST.
73	247 SAWYER ST.
70	23 SAWYER ST.
67	213 SAWYER ST.
65	179 SAWYER ST.
64	173 SAWYER ST.
63	161 SAWYER ST.
61	153 SAWYER ST.
60	147 SAWYER ST.
59	141 SAWYER ST.
58	133 SAWYER ST.
57	107 SAWYER ST.
53	49 EXPLORER ST.
49	41 EXPLORER ST.
48	29 EXPLORER ST.
47	14 EXPLORER ST.
46	8 EXPLORER ST.
44	4 EXPLORER ST.
43	



ROY COOPER

Governor

ELIZABETH S. BISER

Secretary

SHADIESKAF

Director

NORTH CAROLINA  
Environmental Quality

April 30, 2024

Rob Hites, Town Manager  
Town of Waynesville  
PO Box 100  
Waynesville, North Carolina 28786  
[rhites@waynesvillenc.gov](mailto:rhites@waynesvillenc.gov)

SUBJECT: Letter of Intent to Fund  
Fall 2023 Application Cycle  
South Waynesville Public Water System Improvement  
CDBG-I Number: 23-I-4153  
HUD Federal CDBG Grant - Assistance Listing Number (ALN) 14.228

Dear Mr. Hites:

As mentioned in your February 22, 2024, award letter, the State Water Infrastructure Authority approved your above referenced project as eligible to receive a federal CDBG grant totaling \$613,500. The project will install 1,255 LF of 6" DIP Water Main of new extension along Sawyer Street and Explorer Street and 2" PVC Water Main. Connection of 25 LMI residential water service lines and 4 new fire hydrants. LMI benefits include 24 new LMI eligible water service connections, reconnection of 4 existing water service reconnections.

Please note that this intent to fund is contingent on meeting **all** the following milestones. **Failure to meet any milestone may result in the forfeiture of CDBG funding for the proposed project.**

Grant Milestones	Date
Attendance at a Mandatory Procurement Workshop (Virtual via Webex)	5/15/2024
Attendance at a Mandatory Compliance Workshop (In-Person)	6/12/2024
Attendance at a Mandatory ERR/EID Workshop (In-Person)	6/13/2024
Grant Contract with DWI Executed by all Parties	7/30/2024
Engineering Report Submitted & Received	10/28/2024
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Submitted	2/19/2025
Funding Approval Conditions Submitted & Received	2/19/2025
Engineering Report Approved by Division*	2/19/2025



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

An Equal Opportunity / Affirmative Action Employer  
Equal Housing Opportunity





Rob Hites, Town Manager  
 Town of Waynesville  
 April 30, 2024  
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Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Approved by Division	3/10/2025
Bid and Design Package Submitted & Received	9/29/2025
Bid and Design Package Approved by Division*	1/16/2026
Bid Information Submitted (Final Bid Notice, Itemized Bid Tabulation, etc.)	5/4/2026
Execute Construction Contracts (Submit e-copies of Construction Agreement, Notice of Award, Notice of Proceed, Project Schedule, Start of Construction Card with required documentation)	6/29/2026
Grant Contract Expiration (All construction needs to be complete)	7/31/2027
Final Report and Final Reimbursement Submitted & Received	9/14/2027
Grant Closeout Submitted & Received (Closeout package and required documentation)	11/19/2027
<b>Milestones for Compliance Plans**</b>	<b>Date</b>
Adopted Equal Employment Opportunity Plan and Policy, Submitted & Received	11/4/2024
Adopted Procurement Plan and Policy, Submitted & Received	11/4/2024
Adopted Citizen Participation Plan, Submitted & Received	11/4/2024
Adopted Section 3 Resolution and Plan, Submitted & Received	11/4/2024
Adopted Residential Anti-Displacement and Relocation Assistance Plan, Submitted & Received	11/4/2024
Adopted Excessive Force Provision, Submitted & Received	11/4/2024
Adopted Code of Conduct Policy, Submitted & Received	11/4/2024
Adopted Section 504 Grievance Procedures, Submitted & Received	11/4/2024
Completed Section 504 Self-Evaluation Survey, Submitted & Received <i>(plan requires unique information about the LGU)</i>	11/4/2024
Adopted Language Access Plan, Submitted & Received <i>(plan must be completed - plan requires unique information about the subrecipient and a plan of action)</i>	11/4/2024
Adopted Fair Housing Complaint Procedure, Submitted & Received	11/4/2024
Adopted Equal Housing Opportunity Resolution, Submitted & Received	3/21/2025
Completed and Adopted Impediments to Fair Housing Choice (AI), Submitted & Received <i>(This requires unique information about the subrecipient and will aid in creating the Fair Housing Plan)</i>	3/21/2025
Completed and Adopted Affirmatively Furthering Fair Housing Plan & Policy, Submitted & Received <i>(Subrecipient action plan is unique, addressing the needs of the area identified in the AI)</i>	3/21/2025
*Responses to Requests for Additional Information must be received by the Division at least 15 days prior to these milestones.	
**Failure to adopt the most current template language may result in needing to readopt the plan and policy.	

Rob Hites, Town Manager  
Town of Waynesville  
April 30, 2024  
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The first three milestones are attendance at **mandatory** workshops presented by the Division of Water Infrastructure. The first workshop on procurement will be virtual via WebEx. The second covers the Federal compliance requirements that are attached to an awarded CDBG-I grant. The third workshop covers the development of the required environmental review documents. The specific training session information is below.

- **CDBG Procurement Training**  
This virtual training will guide local governments on how to procure grant administrators and project engineers for your recently funded CDBG-I project. This training should be attended by the authorized representative(s) who will oversee procurement of these services.
  - **Webex on Wednesday, May 15, 2024, via Webex, from 10:30 a.m. to Noon.**  
A Webex invite has been emailed out to the local government authorized representative listed on the funding application.
- **CDBG Compliance Training**  
This in-person workshop will guide local governments through the key CDBG program compliance areas attached to a federal CDBG-funded project. This training is **mandatory** for the local official designated as the authorized representative(s) for the grantee and local compliance officer. A registration email will be sent to the local government authorized representative listed on the funding application. The training will run from 9:00 a.m. to 4:30 p.m.
  - **Wednesday, June 12, 2024, at The Albemarle Building (Department of Administration), 325 N. Salisbury Street, Raleigh, NC.**
    - Parking is available in Visitor Lot 2 (Deck 75) on N. Salisbury Street. Main entrance is on N. Salisbury Street. Please check in with the receptionist.
- **Environmental Review Record / Environmental Information Document (ERR/EID) Training**  
This in-person workshop will discuss the CDBG-I environmental review process with detailed information on the environmental information document development and release of funds requirements for local governments and their ERR/EID preparers. This training is **mandatory** for two grantee representatives to function as Certifying Officers. These representatives need to hold management or elected official positions such as Mayor, Town Administrator/ Manager, or Clerk. A registration email will be sent to the local government authorized representative listed on the funding application. The training will run from 9:00 a.m. to 12:30 p.m.
  - **Thursday, June 13, 2024, at The Albemarle Building (Department of Administration), 325 N. Salisbury Street, Raleigh, NC.**
    - Parking is available in Visitor Lot 2 (Deck 75) on N. Salisbury Street. Main entrance is on N. Salisbury Street. Please check in with the receptionist.

Rob Hites, Town Manager  
Town of Waynesville  
April 30, 2024  
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In addition, please find enclosed two copies of each Grant Contract. **No funds may be obligated or expended in any project activity until the Grantee and Grantor (Division) signs and dates the Grant Contract. It is highly recommended to have the Town's Attorney review the Grant Contracts prior to signature.**

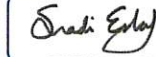
Please sign both grant contracts and return both via FedEx to the Division of Water Infrastructure at: 512 N. Salisbury Street, Archdale Bldg., 8<sup>th</sup> Floor, Raleigh, NC 27604, Attention: Colleen Simmons.

Once the Division signs the contracts, one will be mailed back to the Town for your file, in addition, a scanned copy will be sent via email. No third-party contracts can be executed until the Division has signed the grant contract.

We look forward to collaborating with you on this important project. Please call Colleen Simmons at 704-235-2202 or via email at [colleen.simmons@deq.nc.gov](mailto:colleen.simmons@deq.nc.gov) if you have any questions.

Sincerely,

DocuSigned by:



6300A872077B4C5...

Shadi Eskaf, Director

Division of Water Infrastructure

*Attachments – Grant Contract (Agreement)*

cc: Charam A. Miller, Town of Waynesville (via email)  
Toni Moore, Business Officer, Dpt. Of Commerce / REDD (via email)  
Nikita Moye, CDBG-I (via email)  
Colleen Simmons, CDBG-I (via email)  
Emily Bacon, CDBG-I (via email)  
Stacey Starkey, CDBG-I (via email)  
CDBG-I Funding Commitment File (Laserfiche and File Room)

**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date 5/14/24**

**SUBJECT** Acceptance of CDBG-I Number 23-I-4154

**AGENDA INFORMATION:**

**Agenda Location:** Consent

**Item Number:**

**Department:** Sewer

**Contact:** Rob Hites

**Presenter:** Rob Hites

**BRIEF SUMMARY :** The Department of Environmental Quality has awarded the Town a grant of \$1,376,957 to upgrade and replace sewer lines and services along Hendrix, Franklin, Muse and Sawyer Streets. . The project will serve 45 low to moderate income residences. There is no match for the grant. This is the second of three CDBG-I grants awarded to the Town to upgrade utility service in Hendrix, Sawyer, Explorer and Muse Street neighborhood. The total of the three CDBG-I grants amount to \$3,000,000. The State has sent the Town a “Letter of Intent to Fund” the project. The agenda item accepts the grant under the terms of the grant. Since the Town is being awarded two separate grants, you will find a separate agenda item for each grant.

**MOTION FOR CONSIDERATION:** Accept the State of NC CDBG-I grant of \$1,376,957 for sewer service improvements in the Sawyer/Explorer/Muse/Hendrix Street neighborhood and authorize Rob Hites, Town Manager and Charam Miller, Grants Manager to serve as authorized representatives for the grants.

**FUNDING SOURCE/IMPACT:** Sewer Fund

**ATTACHMENTS:** Letter of Intent to fund and proposed contract for CDBG-I contact 23-I-4154.

**MANAGER’S COMMENTS:** Approve DEQ’s grant award.

**STATE OF NORTH CAROLINA  
COMMUNITY DEVELOPMENT BLOCK GRANT  
DIVISION OF WATER INFRASTRUCTURE  
GRANT CONTRACT**

**CDBG-I PROJECT NUMBER: 23-I-4154**

**GRANTOR: NC DEPARTMENT OF ENVIRONMENTAL QUALITY (“DEQ”),** an agency of the State of North Carolina (“State”)

**CONTRACT ADMINISTRATOR:**       **Nikita D. Moyer, AICP**  
1633 Mail Service Center  
Raleigh, North Carolina 27699-1633  
Phone: 919.707.9058; Fax: 919.715.6229  
Email: [nikita.moyer@deq.nc.gov](mailto:nikita.moyer@deq.nc.gov)

**GRANT SUBRECIPIENT:** Town of Waynesville, a North Carolina Local Government Unit  
[*county*], or a North Carolina Municipal Corporation [*town or city*]  
(“Subrecipient”)

**CONTRACT ADMINISTRATOR:**       **Rob Hites, Town Manager**  
Town of Waynesville  
16 S. Main Street  
Waynesville, North Carolina 28786  
Phone: 828-452-2492  
Email: [rhites@waynesvillenc.gov](mailto:rhites@waynesvillenc.gov)

**FEDERAL I.D. NUMBER:** 56-6001367

**FISCAL YEAR END DATE:** June 30

**FEDERAL ASSISTANCE LISTING NUMBER (formerly CFDA):** 14.228

**SUBAWARD DATE:** February 20, 2024 (the “Award Date”)

**GRANT AMOUNT:** up to \$ 1,376,957 (the “Grant”)

**CONTRACT EFFECTIVE DATE:** Date of Last Signature (the “Effective Date”)

**EXECUTE CONSTRUCTION CONTRACT DATE:** June 29, 2026

**GRANT CONTRACT EXPIRATION DATE:** July 31, 2027 (the “Expiration Date”)

**FINAL REPORT & FINAL REIMBURSEMENT DATE:** September 14, 2027

**GRANT CLOSEOUT DATE:** November 19, 2027

**THIS GRANT CONTRACT** (the “Grant Contract”) is made and entered into as of the Effective Date by and between the DEQ and the Subrecipient, or collectively as the “Parties”.

**Inclusion of fields required by 2 CFR Part 200.332:**

Per requirements in 2 CFR Part 200.332, required information for this grantee is as follows:

- i) **Subrecipient name:** Town of Waynesville, North Carolina.
- ii) **Subrecipient’s unique entity identifier (UEI):** LTFMMKCSKK99
- iii) **Federal Award Identification Number (FAIN):** B-23-DC-37-0001
- iv) **Federal Award Date:** 8/23/23
- v) **Subaward Period of Performance Start and End Date: Start:** Contract Execution Date (date signed by all parties) \_\_\_\_\_ **End:** November 19, 2027
- vi) **Amount of Federal Funds obligated by this action by the pass-through entity to the subrecipient:** \$ 1,376,957.00
- vii) **Total Amount of Federal Funds Obligated to the subrecipient by the pass-through entity including the current obligation:** \$3,000,000.00
- viii) **Total Amount of the Federal Award committed to the subrecipient by the pass-through entity:** \$3,000,000.00
- ix) **Federal award project description, required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** See Exhibit A for the project description.
- x) **Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the Pass-through entity:** Federal awarding agency: U.S. Department of Housing and Urban Development. Pass-through entity: North Carolina Department of Environmental Quality, Division of Water Infrastructure. Awarding official of pass-through entity: Colleen M. Simmons
- xi) **CFDA (Assistance Listing) Number and Name; the pass-through entity must identify the dollar amount available under each Federal award and the CFDA number at the time of disbursement:** CFDA Number: 14.228, Name: Community Development Block Grants/States’ Program and Non-Entitlement Grants in Hawaii. Dollar Amount to the State of North Carolina: \$46,076,826. Dollar Amount to the Department of Environmental Quality: \$19,022,056.
- xii) **Is the grant for research and development?** No
- xiii) **Indirect cost rate for the Federal award (including if the de minimis rate is charged per §200.414 Indirect (F&A) costs):** The indirect cost rate is zero.

**WITNESSETH:**

**WHEREAS**, Subrecipient has submitted to the DEQ an application requesting a grant of monies (hereinafter the “Grant Application”) to engage in sanitary sewer system rehabilitation as more particularly described on Exhibit A (the “Project”).

**WHEREAS**, the Subrecipient is a qualified applicant for Community Development Block Grant (CDBG) assistance under Title I of the Housing and Community Development Act of 1974, (P.L. 93-383), as amended.

**WHEREAS**, the Project shall be carried out for the purposes and in accordance to the schedule set out in the Notice of Intent to Fund letter, and pursuant to the budget set forth on Exhibit B based on the Subrecipient’s application.

**WHEREAS**, the State Water Infrastructure Authority determined the Subrecipient’s application at its meeting on February 20, 2024 is eligible for funding from the CDBG-I program.

**WHEREAS**, the Parties desire to enter into this Grant Contract and intend to be bound by its terms.

**NOW, THEREFORE**, for and in consideration of the Grant, the mutual promises each to the other made, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually agree as follows:

1. **Grant Documents.** The documents described below are hereinafter collectively referred to as the “Grant Documents.” In the case of conflict between any of these documents, each shall have priority over all others in the order listed below. Upon execution and delivery of this Grant Contract, it and the other Grant Documents and items required hereunder will constitute a valid and binding agreement between the Parties, enforceable in accordance with the terms thereof. The Grant Contract constitutes the entire agreement between the Parties, superseding all prior oral and written statements or agreements.

The Grant Documents consist of:

- a. This Grant Contract
- b. Exhibit A – Project description, Conditions, and Schedule
- c. Exhibit B – Project Budget, Distribution of Funds, and Refunds
- d. Exhibit C – Reporting and Audit Requirements
- g. Exhibit D – DEQ Quarterly Progress Report Form
- h. Exhibit E – DEQ Request for Reimbursement Form
- i. Exhibit F – Definitions
- k. Exhibit G – General Terms and Conditions.

Upon execution and delivery of the Grant Contract, and once the Department of Environmental Quality has encumbered the grant, and the Subrecipient has received its counterpart original of the Grant Contract, fully executed and with all dates inserted where indicated on the cover sheet of the Grant Contract, then the Grant Contract will constitute a valid and binding agreement between the Parties, enforceable with the terms thereof.

2. **Purpose.** The purpose of the Grant is for the “**South Waynesville Phase II Sanitary Sewer System Improvement**” project as described in Exhibit A.

3. **DEQ's Program Duties.** Subject to the appropriation, allocation, and availability of funds for the Project, DEQ hereby agrees to pay the grant funds to the Subrecipient in accordance with the payment procedures set forth herein.
4. **Subrecipient's Duties.** The Subrecipient shall carry out the Project pursuant to the terms of this Contract and all applicable federal and State laws, executive orders, rules, and regulations that are generally applicable for public assistance programs and those specific to the CDBG program, including, but not limited to, the following:
  - a. Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. 5301 et seq).
  - b. The State CDBG program requirements, laws, rules, regulations, and requirements, as may be amended, including those set forth in 24 CFR Part 570, Subpart I.
  - c. Environmental Review Procedures for the CDBG Program and the CDBG regulations contained in 24 CFR Part 58.
  - d. Uniform Administrative Requirements set forth in 24 CFR § 570.489 and the applicable provisions of 2 CFR Part 200 (as specified in the most current version of DEQ's "CDBG-I Program Policy on Adoption of 2 CFR 200 Uniform Administrative Requirements").
  - e. Conflict of Interest provisions, including but not limited to those found at N.C. Gen. Stat. § 14-234, 2 C.F.R. § 200.112-113, 318-319, 320-321, 323-326, and 24 C.F.R. § 570.489 (g) and (h). Certain limited exceptions to the conflict of interest rules listed in 24 C.F.R. § 570.489 may be granted in writing by HUD and/or DEQ upon written request and the provision of information specified in 24 CFR § 570.489(h)(ii)(4).

In addition, the Subrecipient shall ensure all contracts and subcontracts contain appropriate provisions to also meet applicable CDBG program requirement, including, but not limited to, the above listed items.

5. **National Objective.** All activities funded with CDBG funds must meet one of the CDBG program's National Objectives. For the CDBG-I program, this National Objective is benefitting low- and moderate-income (LMI) persons, as defined in 24 CFR § 570.483(b). If at any point an activity falls below the minimum LMI percentage, that activity will no longer be eligible for CDBG funds and the Subrecipient will be subject to enforcement action by DEQ pursuant to Exhibit G.
6. **Contract Period.** The DEQ's commitment to disburse Grant funds under this Grant Contract shall cease on the Final Reimbursement Date. It is the responsibility of the Subrecipient to ensure that the Project is completed by the Grant Contract Expiration Date and that all final costs to be reimbursed have been submitted to the DEQ by the Final Reimbursement Date. After the Grant Contract Expiration Date, any Grant monies remaining under this Grant Contract will no longer be available to the Subrecipient except to pay proper invoices for budgeted costs incurred by the Grant Contract Expiration Date. **The burden is on the Subrecipient to request a possible extension of the Grant Contract if the Subrecipient**



**anticipates that the Project will not be completed by the Grant Contract Expiration Date.**

- a. The formal request for an extension must be made in writing, on Subrecipient official letterhead and addressed to the DEQ Contract Administrator, explaining why an extension is needed and proposing a new Grant Contract Expiration Date for the Grant Contract. DEQ must receive this request in its Division of Water Infrastructure at least 15 business days before the Grant Contract Expiration Date. **The Grant Contract Expiration Date milestone may not be extended beyond 45 days unless specific criteria are met.**
  - b. DEQ, within its discretion, may or may not approve the extension, based on Project performance and other contributing factors.
  - c. **The DEQ is not responsible for notifying the Subrecipient of an approaching Grant Contract Expiration Date.**
  - d. Debarment and Suspension (Executive Orders 12549 and 12689). No funds may be obligated or expended in any project activity except the administration activity until the Subrecipient provides DEQ with documentation of active registration in the System for Award Management (SAM). Active registration, without exclusions, must be kept during the duration of the project. The SAM may be accessed online at [www.sam.gov](http://www.sam.gov). Annually, the Subrecipient will provide, with their "Certification Regarding Debarment, Suspension, and Other Responsibility Matters" form, support documentation illustrating their active, without exclusions status. If Subrecipient's status changes, funds will be frozen until the Subrecipient provides the DEQ with documentation of an active, without exclusions, registration with [sam.gov](http://sam.gov)
7. **Grant Withdrawal for Failure to Get Release of Funds.** This Grant Award shall be withdrawn if funding conditions required for release of funds are not completed within one year of the Executed Contract Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.
  8. **Grant Withdrawal for Failure to Enter into a Construction Contract.** This Grant Award shall be withdrawn if Subrecipient fails to enter into a construction contract for the project within two and half (2.5) years of the Award Date, unless DEQ finds that the Subrecipient has good cause for failure. If DEQ finds good cause for Subrecipient's failure, the DEQ must set a date by which the Subrecipient must act or forfeit the grant.
  9. **Local Economic Benefit (Section 3 Regulation).** The Subrecipient must comply with Section 3 of the Housing and Urban Development Act of 1968 and the amended implementation regulations at 24 CFR Part 75 each year the CDBG project is active. For each year that a CDBG is active, the Recipient must, to the greatest extent feasible, make good faith efforts to establish priorities for training, employment and contracting opportunities for Targeted Section 3 Workers, Section 3 Workers, and Section 3 Business Concerns. Recipients certify to follow the prioritization in 24 CFR 75.19 and meet or exceed the new benchmarks in 24 CFR 75, subpart C.

10. **Equal Employment Opportunity.** The Subrecipient, except as otherwise provided under 41 CFR Part 60, must include in all contracts and adhere to the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
11. **Equal Housing Opportunity and Affirmatively Furthering Fair Housing.** As a Subrecipient of Housing and Urban Development (HUD) federal financial assistance, the recipient must comply with several executive state and federal laws and executive orders, including but not limited to: Title VI of the Civil Rights Act as amended in 1984; The Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended); Executive Order 11063, as amended by Executive Order 12259; Section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended; Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 3 of the Housing and Urban Development Act of 1968, as amended; the Age Discrimination Act of 1975, as amended; Executive Order 12892; Executive Order 12898; Executive Order 11246 (as amended by Executive Orders 12375 and 12086); and North Carolina State Fair Housing Act (NCGS Chapter 41A); and HUD implementation regulations 24 CFR 570.495(b), 24 CFR Part 91.325(b)(5), 24 CFR 570.495(b), 24 CFR Part 5.106, 24 CFR Part 570.490(a) and (b), and 24 CFR 570.490(b).
12. **Section 504 of the Rehabilitation Act of 1973.** The Subrecipient must comply with the provision of Section 504 of the Rehabilitation Act of 1973, as amended, and HUD implementing regulations at 24 C.F.R., Parts 8 and 9. Recipient must complete the Section 504 Survey and adopt a Grievance Procedure as well as complete a Transition Plan, if applicable. The Grant contract requires recipients to complete the Section 504 Survey and Transition Plan (if applicable), covering policies, practices, and physical accessibility and notify affected persons that it does not discriminate on the basis of the handicap.
13. **Americans with Disabilities Act (ADA).** State and local governments (Subrecipients) are required to comply with the provisions of Title I of the Americans with Disabilities Act (ADA) which protects qualified individuals with disabilities from discrimination in all state and local government programs and activities including employment.

Governments with 25 or more employees were subject to the law after July 26, 1992, and governments with 15 or more employees after July 26, 1994. If a government is not covered by Title I of the Act, Section 504 of the Rehabilitation Act of 1973 applies. All governments receiving federal financial assistance will continue to be covered by Section 504. The Division will continue to monitor for only Section 504 compliance until otherwise required by HUD.
14. **Language Access Plan (LAP).** The Subrecipient of Federal financial assistance have an obligation to reduce language barriers that can preclude meaningful access by Limited English Proficient (LEP) persons to important government programs, services, and activities. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000(d) and its implementing

regulations require that Subrecipients take responsible steps to ensure meaningful access by LEP persons.

15. **Procurement Standards.** Where applicable, the Subrecipient shall follow and adopt the procurement standards established in the most current version of the CDBG-I Program Procurement Policy, as may be amended, based on the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards" (2 CFR § 200.317-318, 320-321, 323-326), NCGS 143-129, 143-131, and 143-64.31, and HUD implementing regulations contained in 24 C.F.R. § 570.489(g), which explicitly prohibit cost plus a percentage of cost and percentage of construction cost methods of contracting. In addition, all purchase orders and contracts shall include any clauses required by Federal Statutes, executive orders, and implementing regulations including Section 3 clause, per 24 CFR 570.489 (g) and 24 CFR 75.
16. **Uniform Relocation Assistance and Real Acquisition Act of 1970 (URA).** The Subrecipient must adhere to the URA if federal assistance is used in any phase of a project involving acquisition, rehabilitation, or demolition. The URA establishes minimum federal requirements for real property acquisition and relocation assistance for federally funded projects. The implementation regulations include 24 CFR 570.488, 49 CFR 24.101(b)(1)-(5) and must comply with the full subpart B requirements of 49 CFR part 24, as may be amended.
17. **Relocation, Anti-Displacement and Relocation Assistance Plan.** The Subrecipient must adhere to Section 104(d) of the Housing and Community Development Act of 1974, as amended. Thus, subrecipients must have a plan to minimize residential displacement and to provide relocation assistance to displaced residents in a timely manner. Implementation regulations include 24 CFR part 42, subpart C and Section 104(d).
18. **Financial Management.** The Subrecipient shall agree to follow applicable sections of the *Uniform Administration Requirements, Cost Principles, and Audit Requirements*, 2 CFR Part 200, concerning cost principles and prior approval with exceptions outlined in 24 CFR § 570.489(p).
19. **Labor Standards.** The Subrecipient shall follow all applicable laws, rules and regulations concerning the payment of wages, contract work hours, safety, health standards, and equal opportunity for CDBG-I programs, including but not limited to the rules set forth in 24 CFR § 570.603 and the following (as may be applicable to CDBG-I projects):
  - a. Davis-Bacon Act (40 U.S.C.A. 276a). Among other provisions, this act requires that prevailing local wage levels be paid to laborers and mechanics employed on certain construction work assisted with CDBG funds.
  - b. Contract Work Hours and Safety Standards Act (40 U.S.C.A. 327 through 333). Under this act, among other provisions, laborers and mechanics employed by contractors and subcontractors on construction work assisted with CDBG funds must receive overtime compensation at a rate not less than one and one-half the basic rate of pay for all hours worked in excess of forty hours in any workweek. Violators shall be liable for the unpaid wages and in addition for liquidated damages computed in respect to each laborer or mechanic employed in violation of the act.

- c. Fair Labor Standards Act (29 U.S.C. 201 et seq.), requiring among other things that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rate for all hours worked in excess of the prescribed workweek.
  - d. Federal anti-kickback laws (18 U.S.C. 874 and 40 U.S.C. 276), which, among other things, outlaws and prescribes criminal penalties for "kickbacks" of wages in federally financed or assisted construction activities. Weekly statements of compliance and weekly payrolls must be provided by all contractors and subcontractors.
20. **Architectural Barriers.** Per 24 C.F.R. § 570.487 and other applicable law, all applicable buildings or facilities designed, constructed, or altered with CDBG Grant funds shall be made accessible and useable to the physically handicapped as may be required by applicable laws, rules, regulations, or requirements. Additionally, the Subrecipient must comply with the following (as may be applicable to CDBG projects):
- a. Architectural Barriers Act of 1968 (P.L. 90-480). This act requires Subrecipient to ensure that certain buildings constructed or altered with CDBG funds are readily accessible to the physically handicapped.
  - b. Minimum Guidelines and Requirements for Accessible Design 36 C.F.R. Part 1190.
  - c. Americans with Disabilities Act ["ADA"] and the ADA Accessibility Guidelines for Buildings and Facilities or the Uniform Federal Accessibility Standards.
  - d. North Carolina Building Code, Volume I, Chapter II-X. These provisions describe minimum standards the Subrecipient must meet in constructing or altering building and facilities, to make them accessible to and useable by the physically handicapped.
21. **Build America, Buy America (BABA).** The Subrecipient must comply with the requirements of the Build America, Buy America (BABA) Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, if applicable to the Subrecipient's infrastructure project. Pursuant to HUD's Notice, "Public Interest Phased Implementation Waiver for FY 2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.
22. **Excessive Force Provision.** Per Section 519 of Public Law 101-144, (1990 HUD Appropriations Act), the Subrecipient acknowledges its responsibility to enforce the policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any and all individuals engaged in non-violent civil rights demonstrations, and will enforce a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstration within the local government.
23. **Environmental Review.** The Subrecipient of CDBG funds are required to comply with the requirements of the National Environmental Policy Act of 1969 (NEPA) found at 24 CFR Part 58.

24. **Floodplain.** The Subrecipient must provide the Division with a certification signed by the CEO stating that the project area is not in a floodplain along with a floodplain map of the project area; or with a certification stating the process that will be followed, if the project occurs in the following floodplain zones:
- a. **If the project occurs in a Coastal High Hazard Area (V Zone) or a floodway, federal assistance may not be used at this location if the project is a critical action** pursuant to 24 CFR 55.1(c) and 55 Subpart B except as provided therein. For projects allowed under 24 CFR 55.1(c) and 55 Subpart B, the eight-step process shall be followed pursuant to 24 CFR 55.20.
  - b. **If the project occurs in a 100-year floodplain (A Zone),** the 8-Step Process is required as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).
  - c. **If the project occurs in a 500-year floodplain (B Zone or shaded X Zone),** the 8-Step Process is required for critical actions as provided for in 40 CFR 55.20 or as reduced to the **5-Step Process** pursuant to 40 CFR 55.12(a), unless an exception is applicable pursuant to 40 CFR 55.12(b).
25. **Complaints and Grievance Procedures for Compliance Plans.** The Subrecipient must address complaints to the North Carolina Department of Commerce and DEQ, only if the Compliance Plan covers multiple grants awarded by both departments. Recipients must address complaints to DEQ, only, if the Compliance Plans cover a grant or multiple grants awarded by DEQ.
26. **Deobligations of Unused Funds.** When project costs are less than the grant award amount, excess award funds shall be deobligated back to DEQ. Administration funds shall be deobligated in proportion (the maximum grant administration is 10% of the total new expenditures) to the amount of program funds being deobligated to DEQ.

**IN WITNESS WHEREOF**, the Subrecipient and the Fund have executed this Grant Contract in two originals as of the Effective Date. One original shall be retained by each Party. If there is any controversy among the documents, the document on file in the Fund's office shall control.

**GRANT SUBRECIPIENT:**

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

Name: \_\_\_\_\_

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

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

[SEAL]

ATTEST:

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

Name: \_\_\_\_\_

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Town/City/County Attorney

**Department of Environmental Quality**

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

Name: Shadi Eskaf

Title: Director, Division of Water Infrastructure

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

**EXHIBIT A**  
**Project No. 23-I-4154**

**Project Description:** The project will consist of the upgrade and replacement of a portion of the existing sanitary sewer system in West Waynesville along Hendrix, Franklin, Muse and Sawyer Streets. The project proposes to install 2,140 LF new 8-inch PVC sanitary sewer line along Hendrix, Franklin, Muse and Sawyer Streets, along with replacement of 11 manholes and 4-inch sewer services. The project will serve 45 existing residences and 43 new residences, the latter located along Sawyer Street in a mobile home park. The project will benefit 51.51% low- and moderate-income persons.

**The project area map is illustrated in Exhibit H.**

Changes to this project description must be requested in writing, and formalized in an program/project amendment to this grant agreement, prior to any action taken by the grantee.

**Project Schedule:** [from Notice of Intent to Fund]

1. **Execute Construction Contract Date: June 29, 2026.** Enter into a construction contract by this date for the work identified as construction in Exhibit A. Failure to enter into a construction contract by this date will result in withdrawal of the Grant, unless the DEQ has found the Subrecipient had good cause for such failure and the Board of Trustees has set a date by which the Subrecipient must take action.
2. **Grant Contract Expiration Date: July 31, 2027.** Complete the Project Scope of Work and submit the Grant Contract Final Report (items in Exhibit F, item 2 and as otherwise specified in Exhibit A) by this date. The DEQ will not reimburse the Subrecipient for Project costs incurred after this date.
3. **Final Report and Final Reimbursement Date: September 14, 2027.** The DEQ must receive the Final Request for Payment and Final Report for the Project by this date. The DEQ will not accept or process for payment any request for payment received after this date. The DEQ will not reimburse the Subrecipient for costs incurred after the Contract Grant Contract Expiration Date.
4. **Grant Closeout Date: November 19, 2027.** Submit the final closeout completed packet containing the required forms and public hearing requirements (items will be specified after the "Construction Contract Date"). The DEQ will not allow extensions to the Grant under any circumstances after the Final Grant Closeout Date.

**Project Milestones:** The following schedule must be followed, or funds will be forfeited. Times indicated for each activity are maximum times allowable.

<b>Grant Milestones</b>	<b>Date</b>
Attendance at a Mandatory Procurement Workshop (Virtual)	5/15/2024
Attendance at a Mandatory Compliance Workshop (In-Person)	6/12/2024
Attendance at a Mandatory ERR/EID Workshop (In-Person)	6/13/2024
Grant Contract with DWI Executed by all Parties	7/30/2024
Engineering Report, Submitted & Received	10/28/2024
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds, Submitted	2/19/2025
Funding Approval Conditions, Submitted & Received	2/19/2025
Engineering Report Approved by Division*	2/19/2025
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Approved by Division	3/10/2025
Bid and Design Package, Submitted & Received	9/29/2025
Bid and Design Package Approved by Division*	1/16/2026
Bid Information, Submitted (Final Bid Notice, Itemized Bid Tabulation, etc.)	5/4/2026
Execute Construction Contracts (Submit e-copies of Construction Agreement, Notice of Award, Notice of Proceed, Project Schedule, Start of Construction Card with required documentation)	6/29/2026
Grant Contract Expiration (All construction needs to be complete)	7/31/2027
Final Report and Final Reimbursement, Submitted & Received	9/14/2027
Grant Closeout, Submitted & Received (Closeout package and required documentation)	11/19/2027
<b>Milestones for Compliance Plans**</b>	<b>Date</b>
Adopted Equal Employment Opportunity Plan and Policy, Submitted & Received	11/4/2024
Adopted Procurement Plan and Policy, Submitted & Received	11/4/2024
Adopted Citizen Participation Plan, Submitted & Received	11/4/2024
Adopted Section 3 Resolution and Plan , Submitted & Received	11/4/2024
Adopted Language Access Plan, Submitted & Received ( <i>plan must be completed - plan requires unique information about the subrecipient and a plan of action</i> )	11/4/2024
Adopted Excessive Force Provision, Submitted & Received	11/4/2024
Completed Section 504 Self-Evaluation Survey, Submitted & Received	11/4/2024
Adopted Section 504 Grievance Procedures, Submitted & Received	11/4/2024
Adopted Residential Anti-Displacement and Relocation Assistance Plan, Submitted & Received	11/4/2024
Adopted Code of Conduct, Policy Submitted & Received	11/4/2024
Adopted Fair Housing Complaint Procedure, Submitted & Received	11/4/2024



Adopted Equal Housing Opportunity Resolution, Submitted & Received	3/21/2025
Completed and Adopted Impediments to Fair Housing Choice (AI), Submitted & Received <i>(This requires unique information about the subrecipient and will aid in creating the Fair Housing Plan)</i>	3/21/2025
Completed and Adopted Affirmatively Furthering Fair Housing Plan & Policy, Submitted & Received <i>(Subrecipient action plan is unique, addressing the needs of the area identified in the AI)</i>	3/21/2025
<p><i>*Responses to Requests for Additional Information must be received by the Division at least 15 days prior to these milestones.</i></p> <p><i>**Failure to adopt the most current template language may result in needing to readopt the plan and policy.</i></p>	

**Funding Approval Conditions:** For reference, grant administration activities include activities required for the **preparation of the environmental document**, as well as the **engineering report**.

1. **Application Public Hearing Minutes.** No funds may be obligated or expended in any project activity except for the grant administration activity in the above-mentioned project until the Subrecipient has provided a copy of the adopted public hearing minutes for the CDBG-I application since the ones in the application were only certified.
2. **Completion of the Environmental Review Process.** No funds may be obligated or expended in any project activity except for the administration activity in the project until the Subrecipient has complied with the Environmental Review Procedures for the CDBG Program and the CDBG environmental regulations contained in 24 CFR Part 58.
3. **Grant Administration Contracts/Inter-Local Agreements.** No funds may be obligated or expended in any project activity except the grant administration activities until the Subrecipient has submitted either a copy of the contract/inter-local agreement awarded for the administration of this grant, or a statement signed by the chief elected official stating that the contract will be administered internally.
4. **Project Engineering Services Agreements.** No funds may be obligated or expended in any project activity except the grant administration activities until the recipient has submitted either a copy of the contract(s) awarded for the engineering services, or a statement signed by the chief elected official stating that the contract will be engineered internally.

## EXHIBIT B

### CDBG-I Project No. 23-I-4154

#### **PROJECT BUDGET, DISTRIBUTION OF FUNDS, AND REFUNDS**

##### **1. Project Budget**

- a. To obtain payment, the Subrecipient must submit itemized documentation substantiating direct costs incurred in the implementation of the project.
- b. Matching funds are contributed by:

<i>Funder</i>	<b>Type of funding &amp; Status of Funding</b>	<b>Matching Funds</b>	<b>Percent</b>
CDBG-I	Grant	\$ 1,376,957	100%
Local – specify	Bonds, reserves, in-kind etc.	\$ 0	0%
Other public funding source(s) – specify	SRF loan, state grants, Golden Leaf, ARC, etc.	\$ 0	0%
<i>Total</i>		\$ 1,376,957	100%

##### **2. Disbursement of Grant Funds for Incurred Costs.**

- a. To reduce the incidences of monitoring and audit findings or concerns, each preliminary financial activity listed below shall be implemented prior to disbursing any CDBG funds.
  - (i) Adopt a project budget ordinance and establish a capital project fund. This ordinance must be readopted if a budget revision is completed and approved by the DEQ.
  - (ii) Establish a separate checking account (non-interest or internet bearing) for each CDBG grant.
  - (iii) Establish an internal control system.
  - (iv) Develop a comprehensive financial filing system that establishes a sufficient audit trail for each expenditure.
- b. No funds may be obligated or expended in any project activity except the administration activity until the Subrecipient has submitted all their funding approval conditions and the Division has removed all said conditions and released funds.
- c. Requests for CDBG Funds. Disbursement of grant funds for incurred costs for the project shall be made **at least monthly for reimbursement** of Subrecipient's expenditures on the Project as set forth in Exhibits A and B. To obtain

disbursement of grant funds, the Subrecipient shall submit to the DEQ's Contract Administrator the following documentation:

- (i) A completed and signed Payment Request form and Grantee Pay Request Checklist, as provided by the DEQ and as shown in Exhibit E, accompanied by appropriate itemized documentation supporting all expenses claimed and that clearly identifies each expenditure for which reimbursement is claimed. The supporting documentation must be organized in a manner that clearly relates the expenses shown in the supporting documentation to the line items shown on Exhibit E.
  - (ii) Any application for disbursement of grant funds that does not clearly identify each expenditure and relates each expenditure to the line items shown on Exhibit E will not be processed and will be returned to the Subrecipient for correction and re-submittal. **Subrecipient shall identify any sales tax for which reimbursement has been or will be obtained from the State Department of Revenue, and such monies shall not be reimbursed.**
- d. Certification by Engineer. At the option of the DEQ, disbursement of grant funds may be made only on the certificate and seal of an appropriately qualified registered Professional Engineer, that the improvements for which the reimbursement is requested have been completed in accordance with approved plans and specifications, to which certificate shall be attached an estimate by the construction contractor setting forth items to be paid out of the proceeds of each such reimbursement. The DEQ, at its option, may further require a certificate from such appropriately qualified registered Professional Engineer that the portion of the Project completed as of the date of the request for reimbursement has been completed according to schedule and otherwise as approved by the DEQ and according to applicable engineering standards and requirements. However, the DEQ may, at its discretion, make disbursements without requiring such certificates or construction contractor's estimate, in which event the Subrecipient shall furnish the DEQ a list of and the amounts of items to be paid out of the disbursement, or such other evidence as the DEQ may require.
- e. Disbursement of Funds Based on Progress. The Subrecipient agrees to proceed with diligence to accomplish the Project according to the schedule set out in Exhibit A and shall show appropriate progress prior to each disbursement of grant funds. Disbursement of grant funds for incurred costs may be withheld or delayed if Subrecipient fails to make progress on the Project satisfactory to the DEQ. Amounts withheld shall be reimbursed with subsequent disbursements in the event that Subrecipient is able to demonstrate an ability to resume satisfactory progress toward completion of the Project.
- f. Proof of Payment. The Subrecipient agrees to pay, as the work progresses, all bills for labor and materials going into the accomplishment of the Project and agrees to submit to the DEQ all such receipts, affidavits, canceled checks, or other evidences of payment as may be requested from time to time and, when and if requested by the DEQ, furnish adequate proof of payment of all indebtedness incurred in the development of the Project.

- g. Alternate Disbursement of Grant Funds. DEQ may, upon request by the Grant Recipient, disburse grant funds prior to actual project payments by the Subrecipient if costs are documented by unpaid third-party invoices. In order for DEQ to disburse grant funds to the Subrecipient based upon unpaid third-party invoices, the Subrecipient shall indicate its review and approval of the unpaid third-party invoice in writing and certify to the DEQ that the unpaid third-party invoice will be paid within three (3) working days of receipt of the disbursed grant funds. The Subrecipient will confirm to DEQ that the required payment has been made within three banking days of receipt of funds. Failure to comply will result in being placed on reimbursement status per the CDBG-I Program's Three-Day Rule Violation Policy.
- h. Payment of Construction Contingency Funds. Construction contingency is a percentage (minimum of 5% up to 10%) of the total estimate construction costs line item in the application budget to ensure the construction purpose is met. The Subrecipient agrees that NCDEQ/Division of Water Infrastructure, CDBG-I Unit has the final authority on using contingency to pay for changes in work or claims. Construction contingency funds will not be disbursed until the Subrecipient has demonstrated that it has expended at least 90% of all other matching funds including matching grant and/or loan funds. The construction contingency may be reduced below 5%, to no less than 2.5% once construction is 95% completed.
- i. Change Orders. A written order to the contractor signed by the Subrecipient, and recommended by the Project Engineer (with signature), authorizing an addition, deletion, or revision in the work within the general scope of the construction contract documents, or an adjustment in the contract price or the contract time issued after executing the contract agreement. All change orders must be provided to the CDBG-I Program Engineer for review of eligibility prior to the change occurring.
- j. Construction Costs. All costs must be specific to the scope of work defined in the grant contract and/or project amendments, applicable change orders, and consistent with the amount of work completed as confirmed by the contractor's pay applicable. Confirmation shall be in the form of signature by the engineer who observed and can confirm that the work is consistent with the amount of grant funds requested.
- k. Equipment. Grant funds for equipment should be expended only when such equipment has been installed. Partial payment for equipment that has not been installed is acceptable if the amount requested is for the material cost of the equipment and not any labor that is to be performed. Only equipment specified in the grant contract may be purchased with grant funds.
- i. Connection / Hookup Fees ("access fees"). Using grant funds to pay access fees on behalf of LMI residents to tap/connect into public water and sewer lines is generally eligible under the provisions of 24 CFR § 570.482(b), Special assessments under the CDBG program. CDBG funds may not be used to connect nonLMI residential, non-residential, or vacant units. This access fee is a one-time charge made as a condition to access the public improvement. CDBG funds may

be used to pay water/sewer tap and/or connection costs only under limited circumstances if the public improvement itself is or was being funded in whole with CDBG funds and thus meets a national objective and is fully compliant with all CDBG Program requirements. Other fees, such as impact, capacity, or development fees for LMI residences to public water and sewer must be waived or paid with non-CDBG funds, since these fees are ineligible for CDBG funds.

To ensure that LMI households receive the benefits of connecting to a public water or sewer system, the connection must be provided to LMI households at no cost to the LMI household as a direct beneficiary. CDBG funds may only be used for:

- (i) Reasonable hookup or connection fee to connect to the public line, if 24 CFR § 570.482(b) and its restrictions are met;
- (ii) Cost for the physical service connection (private lateral) and appurtenances for the private property;
- (iii) Cost for the use of special equipment such as grinder pumps or vacuum pits to transport residential wastewater to the existing sewer lines;
- (iv) Cost for the removal and/or crushing septic tanks or cap wells, as required by the health department; and
- (v) If applicable, any building permits and inspections if the local government building department requires them.

- l. Costs of Acquisition. Expenditures for all activities budgeted in the grant contract specific to acquisition can be paid with grant funds in the amount(s) specified in CDBG-I Application Budget if the HUD acquisition process is followed. These activities include appraisal, review appraisal, survey, property purchases, legal condemnation costs, abstractor, legal fees, filing/recording fees, relocation assistance to displaced property owners or businesses, and associated costs such as postage and publication. To ensure cost reasonableness, copies of acquisition documentation will be required for request over \$10,000.
- m. Costs of Engineering Services. The DEQ agrees to disburse grant funds to the Subrecipient for engineering services consisting only of costs of labor for engineering work conducted exclusively for this Project and outlined, in detail, in the executed engineering contract(s). The Subrecipient's requests for such disbursements shall be made under either the Grant Administration [see o(i) below] or the public improvement activity line item, as a service deliverable expense, of Exhibit B and shall conform with the following:
  - (i) If expenditures for these services are included in the grant agreement, payment must be made on a pro rata basis consistent with the fee payment schedules specified in the applicable professional service contract. Payment over these amounts shall not be made with grant funds. Additionally, payment for "additional services" shall not be made unless prior approval has been obtained from the CDBG-I Program Manager.
- n. Costs of Grant Administration. The DEQ agrees to disburse grant funds to the Subrecipient for administrative costs consisting only of costs of labor for administrative work conducted exclusively on this Project. The Subrecipient's

requests for such disbursement shall be made under the Grant Administration line item of Exhibit B and shall conform with the following:

- (i) Costs allowable under the Grant Administration line item shall be only costs of labor needed to comply with the general conditions of the Grant Contract (e.g., progress reports, the environmental review, the engineering report, compliance activities, payment requests, preparing the project final report, revisions to the Grant Contract).
- (ii) Allowable Grant Administration labor costs may include any of the following: (a) pay to the Subrecipient's payroll employees, plus the Subrecipient's cost of paying benefits on such pay (usually employees' pay times an audited or auditable benefits multiplier) with the submission of timesheets identifying hours worked on CDBG-I project tasks; (b) pay to contract employees of the Subrecipient (e.g., temporary office support), payable at the Subrecipient's actual cost, without application of a benefits multiplier; and/or (c) cost of professional services labor contracted by the Subrecipient (e.g., engineering firm or consultant), payable at the Subrecipient's actual cost for that labor.
- (iii) Costs of any other work described in the Project Scope of Work in Exhibit A are not allowable under the Grant Administration line item of Exhibit B.
- (iv) Thresholds for Grant Administration. Subrecipients can request and drawdown from the Grant Administration line item stated in Exhibit B, up to a specific percentage when these thresholds are met:
  - a) Actual costs up to 25% maximum at time of removal of grant conditions, lesser amounts may be drawn prior to this milestone.
  - b) Actual costs up to 50% maximum at time of approval of 1st Contractor Application for Payment, lesser amounts may be drawn prior to this milestone.
  - c) Actual costs up to 75% maximum at time of 50% construction draw, lesser amounts may be drawn prior to this milestone.
  - d) 100% based on actual costs at final report after all required paperwork has been submitted and approved.

Once a project is under construction, requests for funds for only administrative and service delivery (i.e., engineering, and related expenses) costs will not be processed without public improvement and/or limited housing rehabilitation activity (i.e., contractor applications) costs are included and approved by authorized parties (contractor, engineering, and owner). Subrecipients must request project improvement and/or limited housing rehabilitation activity, service delivery, and administration once construction has started.

- o. DEQ Retaining Portion of Funds Until Project Completion. The DEQ will withhold payment from the Subrecipient in the amount of five percent (5%) of the Grant Administration line item until the Subrecipient has resolved all monitoring findings and the final report has been approved.

- p. No Excess Costs. The DEQ agrees to disburse grant funds to the Subrecipient only for costs actually incurred by the Subrecipient that do not exceed the funds budgeted for the Project shown on Exhibit B.
- q. All “Other” Expenditures. These expenditures must be justified in writing and approved by the CDBG-I Program Manager prior to payment to determine allowability. Questions regarding specific costs should be discussed with the Grants Coordinator for eligibility determinations and grant agreement amendments (if necessary) prior to expenditure of grant funds.
  - (i) If indirect costs are charged, the Subrecipient shall develop an indirect cost allocation plan for determining the appropriate Grant Recipient’s share of said costs and shall submit such plan to the DEQ for approval, in a form specified by the DEQ.
- r. Period for Incurring Reimbursable Expenditures. The DEQ will reimburse the Subrecipient only for allowable project expenditures that are incurred by the Subrecipient or the Subrecipient’s consultants, contractors, or vendors during the period between the Award Date and the Grant Contract Expiration Date of the Grant Contract. The DEQ will not reimburse the Subrecipient or project expenditures that are not incurred during this period.
  - (i) Claims for expenses must be made in the appropriate fiscal year. Subrecipients should submit requests for reimbursements for the fiscal year prior to June 30 of each year. Claims should not include expenses incurred over multiple fiscal years.
  - (ii) Only the final reimbursement will be allowed after the Grant Contract Expiration Date.
- s. Program Income. Subrecipients must adhere to program income requirements set forth in 24 CFR § 570.489(e). Thus, at the end of the program year, the Subrecipient is required to remit all, or part of any program income balances held by the Subrecipient to the DEQ.

**3. Refunds, Reversion of Unexpended Funds, and Reduction of the Grant based on Construction Cost less than Budgeted Construction Cost.**

- a. Refunds. The Subrecipient shall repay to the DEQ any compensation it has received that exceeds the payment to which it is entitled herein, including any interest earned on funds reimbursed pursuant to the Grant Contract. The Subrecipient shall repay the DEQ administration funds in proportion (the maximum grant administration is 10% of the total new expenditures) to the program funds being repaid.
- b. Reversion of Unexpended Funds. Any unexpended Grant monies shall revert to the CDBG-I upon termination of the Grant Contract. The Subrecipient shall repay to the DEQ administration funds in proportion to the program funds being repaid.
- c. Reduction of the Grant based on construction cost less than budgeted construction cost. The DEQ may reduce the Grant amount if the Subrecipient expects actual construction costs to be less than budgeted construction costs, as follows:

- (i) The Subrecipient shall provide to the DEQ a construction contract pricing document(s), consisting minimally of a statement of the scope of the construction work included in the pricing, a schedule of construction payment items, agreed-upon construction or vendor pricing for each item, and a total anticipated construction cost based on the pricing.
  - (ii) The Subrecipient shall deliver the construction contract pricing document to the DEQ's Contract Administrator within 30 days of executing a construction contract for the Project.
  - (iii) The DEQ may, at its discretion after comparing the total anticipated construction cost with the Grant Contract project budget, choose to reduce the Grant. If the DEQ chooses to reduce the Grant, the DEQ's Contract Administrator will prepare an amendment to the Grant Contract for this purpose, and the DEQ will approve requests for reimbursement of the Subrecipient's construction costs only after the amendment has been signed by both the Subrecipient and the DEQ. Grant administration funds shall be reduced in proportion to the project funds being reduced (the maximum grant administration is 10% of the total new expenditures).
- d. Reimbursement to DEQ for Improper Expenditures. The Subrecipient will reimburse DEQ for any amount of Grant assistance improperly expended, either deliberately or non-deliberately, by any person or entity. Additionally, a contract for administrative services must include a clause holding the administrator organization responsible for reimbursement to the Recipient for any improperly expended grant funds that had to be returned to DEQ.



**EXHIBIT B**

**PROJECT BUDGET**  
**(see next page)**

**PROJECT BUDGET FOR Town of Waynesville 23-I-4154**

CDBG Grant Amount Approved:							\$1,376,957
Use of Funds	Total Cost	A. CDBG	B. Appalachian Regional Commission	C. Other Federal Funds	D. State/Local Funds	E. Private Funds	F. Other:
<b>C. Public Facilities and Improvements</b>							
(9) Street Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(10) Flood and Drainage Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(11) Pedestrian Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(12) Other Public Facilities	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(13) Public Sewer Improvements	\$ 1,272,567.00	\$ 1,272,567.00	\$ -	\$ -	\$ -	\$ -	\$ -
(14) Public Water Improvements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(15) Housing Rehab - water connections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
(16) Housing Rehab - sewer connections	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Planning	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Administration (10%)	\$ 104,390.00	\$ 104,390.00	\$ -	\$ -	\$ -	\$ -	\$ -
<b>TOTAL</b>	\$ 1,376,957.00	\$ 1,376,957.00	\$ -	\$ -	\$ -	\$ -	\$ -

## EXHIBIT C

### REPORTING, RECORD KEEPING, AND AUDIT REQUIREMENTS

1. Project Quarterly Progress Reports (QPR). Subrecipient shall submit a written detailed narrative progress report describing the work accomplished on the Project and progress toward meeting the Project objectives to the CDBG-I's Contract Administrator, quarterly beginning with the next quarter after the Effective Date in the format set forth on Exhibit D. Quarters shall be defined as January-March, April-June, July-September, and October-December. **Reports shall be received by the DEQ's Contract Administrator within 30 days after the end of the quarter.**
2. Semi-Annual Labor Standards Enforcement Report (SALSER). Subrecipient shall submit a SALSER every March 30<sup>th</sup> and September 30<sup>th</sup> to the CDBG-I compliance Specialist until the grant is closed out.
3. Annual Performance Report (APR). Subrecipient shall submit an Annual Performance Report by January 31<sup>st</sup> to the Division on the work accomplished on the Project until the grant closeout package has been received.
2. Grant Contract Final Report. Subrecipient shall submit to the CDBG-I's Contract Administrator a grant contract final report in accordance with the schedule shown on Exhibit A. **If the final report is not acceptable to DEQ, it shall be returned to the Subrecipient for correction. Final payment will not be made until the final report is acceptable to DEQ.** The grant contract final report shall parallel the scope and conditions of the Grant Contract as defined in Exhibit A. The required format for this report is set forth on Exhibit D, and the report shall include:
  - a. A narrative statement evaluating and summarizing the completed Project including a concise statement of the Scope of Work in Exhibit A, a detailed description of the objectives the Subrecipient hoped to accomplish with the Project, and comparison of the objectives with accomplishments.
  - b. A summary of changes made to the Project Scope of Work (Exhibit A) and Project Budget (Exhibit B) and reasons for the changes.
  - c. Any other documents, reports or other evidence, including photographs necessary to verify that the Project has been concluded in compliance with this Grant Contract.
  - d. Engineer's Certification of Completion.
  - e. Owner's Certification of Completion.
3. Closeout of Grant. DEQ will close out the CDBG subaward when it determines that the Subrecipient has completed all CDBG approved activities and/or expended all CDBG funds in conformance with program guidelines Subrecipient. The close-out process encompasses a series of activities that together verify that CDBG funds have been properly spent and that the recipient complied with all applicable rules and requirements in the implementation of its program.

Subrecipients will be expected to carry out the project as proposed in the application, stated in this grant contract (Exhibit A), or an approved program amendment(s). The activities should be completed, and the beneficiaries should be served prior to project close-out.

- a. Close Out Grant. In preparation for grant closeout, the Subrecipient must conduct the following:
  - (i) All third-party invoices and expenses must be paid/expended by the time the closeout public hearing is held.
  - (ii) Cover letter for documents submitted; describe anticipated program income or deobligated funds. Also include a statement in this cover letter stating all third-party invoices (primes and subs) are paid in full.
  - (iii) If improvements were made to Mobile Home Parks (HMP), there must be a No Change of Use statement signed by MHP owner on file, where no changes in use will occur for at least one year after completion of improvements.
  - (iv) Engineer's Final Inspection Letter.
  - (v) DWI CDBG-I Project Closeout Checklist – completed, signed, and dated.
  - (vi) Public Participation Documentation:
    - a. Copy of adopted minutes from the closeout public hearing or certification signed by Authorized Representative (AR).
    - b. Copy of closeout public hearing advertisement from newspaper.
    - c. Copy of affidavit of publication of the closeout public hearing advertisement or tear sheet.
  - (vii) Closeout Package Reports:
    - a. Certificate of Completion, signed by AR.
    - b. Applicable Accomplishments and Beneficiaries Form(s).
    - c. Property Disposition Form.
    - d. Use of Non-ED Program Income Form.
4. Change of Use of Real Property. The Subrecipient, including activities undertaken by subrecipients, who acquired or improved in whole or in part using CDBG funds more than the threshold for small purchase procurement, the following standards shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of the Subrecipient's grant.
  - a. The Subrecipient may not change the use or planned use of any such property (including the beneficiaries of such use) from that for which the acquisition or improvement was made, unless the unit of general local government provides affected citizens with reasonable notice of and opportunity to comment on any proposed change, and either:

- (i) The new use of the property qualifies as meeting one of the national objectives and is not a building for the general conduct of the government; or
    - (ii) The requirements in paragraph 4(b) are met.
  - b. If the Subrecipient determines, after consultation with affected citizens, that it is appropriate to change the use of the property to a use which does not qualify under paragraph (4)(a) of this section, it may retain or dispose of the property for the changed use if the Subrecipient's CDBG program is reimbursed or the State's CDBG program is reimbursed, at the discretion of the State. The reimbursement shall be in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, and improvements to, the property, except that if the change in use occurs after grant closeout but within 5 years of such closeout, the Subrecipient shall make the reimbursement to the State's CDBG program account. Following the reimbursement of the CDBG program in accordance with this section, the property no longer will be subject to any CDBG requirements.
- 5. Recordkeeping Requirements. Subrecipient will maintain all records and comply with all responsibilities as required under CDBG recordkeeping for example, 24 CFR 570.490 ("Recordkeeping Requirements") and 2 CFR § 200.334-338 ("Retention and Access Requirements for Records") as may be modified by HUD as well as records to document compliance with CDBG requirements. Recipient agrees to comply with any additional record-keeping requirements now or hereinafter set forth by DEQ, HUD or any other federal or state entity.
- 6. Project Financial Records. Subrecipient agrees that the Fund and the State have the right to audit the books and records of the Subrecipient pertaining to this Grant Contract both during performance and for five (5) years after the completion or termination of this Grant Contract or until all audit exceptions, if any, have been resolved, whichever is longer. The Subrecipient shall retain complete accounting records, including all audit reporting, original invoices, payrolls, contracts, or other documents clearly showing the nature of all costs incurred under this Grant Contract, for that same period. The Subrecipient agrees to make available at all reasonable times to the Fund all bid documents, and accurate books and records of all expenditures for costs applicable to this Grant Contract which will facilitate the audit of the Grant Subrecipient's records.
- 7. Audit Reporting. The DEQ must ensure that Subrecipients meet applicable audit requirements outlined in 2 CFR 200 Subpart F.
  - a. Open Grants. All Subrecipients, with active open grants, are required to either complete and submit an Audit Certification Form (ACF), or a Single Audit Report (SA), depending on if the Subrecipient expends \$750,000 or more during the entity's fiscal year in all federal funds (received directly from federal awarding agencies or indirectly from pass-through entities).

- b. Closed Pending Final Audit Grants. All Subrecipients with closed pending final audit status must file an SA or a Program-Specific Audit (PSA) with financial statements and schedule of expenditures of the CDBG grant, in accordance with the provisions of 2 CFR 200 Subpart F.
  - c. Report Submission. Audit requirements must be completed and submitted within the earlier of 30 calendar days after receipt of the auditor's reports(s), or 9 months after the end of the audit period. If the due date falls on a Saturday, Sunday, or Federal or State holiday, the reporting package is due the next business day.
    - (i) The ACF must be submitted to the DEQ, CDBG-I Unit, no later than the last business day of November of each calendar year. Submitting an ACF to the DEQ does not release the Subrecipient from preparing and submitting audits or other financial reports required by State law.
    - (ii) The SA or PSA must be submitted to the North Carolina Department of State Treasurer and Federal Audit Clearinghouse (FAC) no later than March 31<sup>st</sup> of each calendar year.
    - (iii) Subrecipients must submit to the DEQ, CDBG-I Unit, the record of submission of the SA or PSA to the FAC (i.e., a copy of the FAC email confirmation of submission) upon report submission.
    - (iv) Any findings noted in that audit will be the responsibility of the Subrecipient.
  - d. Sanctions. Failure to submit the required audit reporting by the above-mentioned due dates, the DEQ will, per 2 CFR 200.505 (200.339), suspend the draw-down of grant funds for active open grants and suspend review and/or acceptance of applications until the Subrecipient is current on their audit reporting requirements (200.339). If during the life of the grant, the Recipient continues to fail to comply with the audit reporting requirement, DEQ will impose stricter sanctions allowed per in 2 CFR 200.505 (200.339).
8. Access to Records and Retention. The Subrecipient shall provide any duly authorized representative of DEQ, the State of North Carolina, the federal Department of Housing and Urban Development (HUD), and the Comptroller General, the Inspector General and other authorized parties at all reasonable times access to and the right to inspect, copy, monitor, and examine all of the books, papers, records, and other documents relating to the grant for a period of five years following the completion of all closeout procedures. All original files shall be maintained at the Local Government offices for access purposes.
9. Release of Personal Financial and Identifying Information. To ensure and document compliance with CDBG income requirements as well as other matters, Subrecipient shall obtain and retain personal, income-related, financial, tax and/or related information from companies, individuals and families that are benefitting from Grant or Program funds. Additionally, Subrecipient is obligated to provide access to all information relating to the Program to DEQ, HUD or other appropriate federal or state monitoring entity, upon DEQ's request. This obligation includes, but is not limited to, the personal, financial, and identifying information of individuals assisted by the Program. As such, Subrecipient shall obtain any releases or waivers from all individuals or entities necessary to ensure that this

information can be properly and legally provided to appropriate federal and state entities, including DEQ and HUD, without issue or objection by the individual or entity.

**EXHIBIT D**

**DEQ FORM FOR QUARTERLY PROGRESS REPORT  
(see next page)**

Electronic version of the Quarterly Progress Report is found at  
<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/cdbg-i-reports>



Grantee: \_\_\_\_\_ Grant No: \_\_\_\_\_ Amount Awarded: \_\_\_\_\_  
 Period Covered (Month/Year): \_\_\_\_\_ Calendar Quarter: *January-March* Date Prepared: \_\_\_\_\_

A. Activity	LF # Properties/Commercial Treatment/Program Proposed (Describe)	LF or # Completed This Quarter (Describe)	LF or # Completed To Date (Describe)
TOTAL			

[illegible]

# CDBG-1 QUARTERLY PROGRESS REPORT (Grant Finances)

Grantee: \_\_\_\_\_ Grant No: \_\_\_\_\_ Amount Awarded: \_\_\_\_\_  
 Period Covered (Month/Year) : \_\_\_\_\_ Calendar Quarter: \_\_\_\_\_ Date Prepared: \_\_\_\_\_

C-Activity	Activity Code	CDBG Budget	Expended This Quarter	Expended To Date	Amount Requested This Quarter	Amount Requested to Date	Local Funds Obligated	Local Funds Expended To Date
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

D-Activity Administration*	Activity Code	CDBG Budget	Expended This Quarter	Expended To Date	Amount Requested This Quarter	Amount Requested to Date	Local Funds Obligated	Local Funds Expended To Date
TOTAL		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\*Please provide a brief description of budget expended in activities within administration.

Notes:

Authorized Representative: \_\_\_\_\_  
 Title: \_\_\_\_\_

**EXHIBIT E**

**DEQ REQUEST FOR REIMBURSEMENT FORM & CHECKLIST**  
**(see next page)**

Electronic version of the Reimbursement Request Form and checklist is found at  
<https://www.deq.nc.gov/about/divisions/water-infrastructure/i-have-funding/cdbg-i-reports>

**EXHIBIT E**

**REIMBURSEMENT REQUEST FORM**

<b>Division of Water Infrastructure</b>		<b>Project No:</b>	
<b>Period Covered by this Report:</b>	From	To	
<b>Recipient Organization</b>			
<b>Name:</b>		<b>Payment No:</b>	
<b>Address:</b>		<b>Page No:</b>	
<b>City, State &amp; Zip:</b>		<b>Of</b>	

**Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.**

	Contract admin	Engineer	Contract #1	Contract #2	Year to Date
<b>ADMINISTRATION</b>					
General admin					
Environmental Review					
Engineering Report					
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions (income)					
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					



INSTRUCTIONS REIMBURSEMENT REQUEST FORM									
Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.									
Project No:	Enter the Grant number assigned (e.i 13 - I-XXXX, 14-I-XXXX, 15-I-XXXX)								
Period Covered by this Report:	Enter the time period cover for the request								
Recipient Organization:	Enter grantee name and address; Payment No.and Number of pages that the request form includes								
<b>Columns</b>									
Contract Admin:	Enter expenses under the Grant Administration Contract ONLY								
	General Admin								
	Environmental Review								
	Engineering Report								
Note: If you are including multiple Invoices for the same request under the same activity please add totals and attached individual invoices for every expense being claimed.									
<b>Example:</b>									
General Administration:	\$2,000	This is the only amount that must be entered on the request form, but the Invoice for each item must be attached to the form							
Compliance Plans	\$1,500								
Meetings with Local Government Officers	\$500								
	\$2,000								
Engineer:	Enter expenses under this category only if the activities are performed by the Engineering Company								
Contract #1:	Enter expenses under this category only if construction activities are taking place								
Contract #2:	Enter expenses under this category only if and additional construction contract activities are taking place								
Year to Date:	Enter expenses including previous requested amounts including current request								
<b>Rows</b>									
Administration	Enter total expenses for Administration activities ONLY for the time period covered by the report								
General admin	Enter total amount from invoices under this activity for each contract if applicable								
Environmental Review	Enter total amount from invoices under this activity for each contract if applicable								
Engineering Report	Enter total amount from invoices under this activity for each contract if applicable								

<b>Service Delivery</b>	Enter total expenses for Service Delivery activities ONLY for the time period covered by the report
Planning and design	Enter total amount from invoices under this activity for each contract if applicable
Construction Admin	Enter total amount from invoices under this activity for each contract if applicable
Construction inspection	Enter total amount from invoices under this activity for each contract if applicable
<b>Construction - Water</b>	Enter total expenses for Construction -Water activities ONLY for the time period covered by the report
Construction	Enter total amount from invoices under this activity for each contract if applicable
Equipment	Enter total amount from invoices under this activity for each contract if applicable
Miscellaneous	Enter total amount from invoices under this activity for each contract if applicable
Deductions (income)	Enter total amount from invoices under this activity for each contract if applicable
<b>Construction - Sewer</b>	Enter total expenses for Construction -Sewer activities ONLY for the time period covered by the report
Construction	Enter total amount from invoices under this activity for each contract if applicable
Equipment	Enter total amount from invoices under this activity for each contract if applicable
Miscellaneous	Enter total amount from invoices under this activity for each contract if applicable
Deductions(income)	Enter total amount from invoices under this activity for each contract if applicable
<b>Housing Rehab - Water</b>	Enter total expenses for Housing Rehab - Water activities ONLY for the time period covered by the report
Connections - new	Enter total amount from invoices under this activity for each contract if applicable
Connections - rehab	Enter total amount from invoices under this activity for each contract if applicable
<b>Housing Rehab - Sewer</b>	Enter total expenses for Housing Rehab - Sewer activities ONLY for the time period covered by the report
Connections - new	Enter total amount from invoices under this activity for each contract if applicable
Connections - rehab	Enter total amount from invoices under this activity for each contract if applicable
<b>Total Cumulative to Date</b>	Enter total amount expended to date for all the activities
Previous received	Enter total amount received from last request
Amount requested	Enter total amount requested from current request
Percent complete	Enter percentage of total amount expended to date from total amount of project per contract
Program Income	Enter total amount for program income to date

**Example No. 1**

**REIMBURSEMENT REQUEST FORM**

<b>Division of Water Infrastructure</b>		<b>Project No:</b>	
<b>Period Covered by this Report:</b>	From	To	
<b>Recipient Organization</b>			
<b>Name:</b>		<b>Payment No:</b>	1
<b>Address:</b>		<b>Page No:</b>	1
<b>City, State &amp; Zip:</b>		<b>Or</b>	1

**Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.**

	Contract admin	Engineer	Contract #1	Contract #2	Year to Date
<b>ADMINISTRATION</b>					
General admin	\$5,000.00				\$5,000.00
Environmental Review					
Engineering Report		\$10,000.00			\$10,000.00
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>					
Planning and design					
Construction Admin					
Construction inspection					
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>					
Construction					
Equipment					
Miscellaneous					
Deductions(income)					
<b>HOUSING REHAB - WATER</b>					
Connections - new					
Connections - rehab					
<b>HOUSING REHAB - SEWER</b>					
Connections - new					
Connections - rehab					
<b>TOTAL CUMULATIVE TO DATE</b>	\$5,000.00	\$10,000.00			\$15,000.00
Previous received	\$0.00	\$0.00			\$0.00
Amount requested	\$5,000.00	\$10,000.00			\$15,000.00
Percent complete	10.00%	5.00%			15.00%
Program Income	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

☐

**OR**

The funds requested above have not been paid to the respective vendors, consultants & contractors. Funds received from the State will be disbursed to these entities within three (3) banking days.

☐

\_\_\_\_\_  
Recipient

\_\_\_\_\_  
Signature of Authorized Representative      Date      **#1 REQUIRED**

\_\_\_\_\_  
Type or Print Name and Title

\_\_\_\_\_  
Signature of Authorized Representative      Date      **#2 REQUIRED**

\_\_\_\_\_  
Type or Print Name and Title



**Example No. 2**

**REIMBURSEMENT REQUEST FORM**

<b>Division of Water Infrastructure</b>		<b>Project No:</b>	
<b>Period Covered by this Report</b>	<b>From</b>	<b>To</b>	
<b>Recipient Organization</b>			
<b>Name:</b>		<b>Payment No:</b>	
<b>Address:</b>		<b>Page No:</b>	
<b>City, State &amp; Zip:</b>		<b>Of</b>	
<b>Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.</b>			
	<b>Contract admin</b>	<b>Engineer</b>	<b>Contract #1</b>
			<b>Contract #2</b>
			<b>Year to Date</b>
<b>ADMINISTRATION</b>			
General admin	\$5,000.00		\$10,000.00
Environmental Review			
Engineering Report			\$10,000.00
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>			
Planning and design		\$10,000.00	\$10,000.00
Construction Admin			
Construction inspection			
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>			
Planning and design			
Construction Admin			
Construction inspection			
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>			
Construction			
Equipment			
Miscellaneous			
Deductions(income)			
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>			
Construction			
Equipment			
Miscellaneous			
Deductions(income)			
<b>HOUSING REHAB - WATER</b>			
Connections - new			
Connections - rehab			
<b>HOUSING REHAB - SEWER</b>			
Connections - new			
Connections - rehab			
<b>TOTAL CUMULATIVE TO DATE</b>	<b>\$10,000.00</b>	<b>\$20,000.00</b>	<b>\$30,000.00</b>
Previous Received	\$5,000.00	\$10,000.00	\$15,000.00
Amount Requested	\$5,000.00	\$10,000.00	\$15,000.00
Percent complete	20.00%	10.00%	30.00%
Program Income	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

☐

**OR**

have not been paid to the respective vendors, consultants & contractors.  
State will be disbursed to these entities within three (3) banking days.

☐

Recipient

**#1 REQUIRED**

Signature of Authorized Representative

Date

Type or Print Name and Title

**#2 REQUIRED**

Signature of Authorized Representative

Date

Type or Print Name and Title

**Example No. 3**

**REIMBURSEMENT REQUEST FORM**

<b>Division of Water Infrastructure</b>		<b>Project No:</b>	
<b>Period Covered by this Report</b>	From	To	
<b>Recipient Organization</b>			
<b>Name:</b>		<b>Payment No:</b>	
<b>Address:</b>		<b>Page No:</b>	
<b>City, State &amp; Zip:</b>		<b>Of</b>	
Disclosure: THIS FORM CANNOT BE MODIFIED. ANY CHANGES TO THE FORM WILL DELAY ANY PAYMENTS.			
	Contract admin	Engineer	Name of Contractor
			Contract #2
			Year to Date
<b>ADMINISTRATION</b>			
General admin	\$5,000.00		\$15,000.00
Environmental Review			
Engineering Report			\$10,000.00
<b>SERVICE DELIVERY-WATER IMPROVEMENTS</b>			
Planning and design			\$10,000.00
Construction Admin			
Construction inspection			
<b>SERVICE DELIVERY-SEWER IMPROVEMENTS</b>			
Planning and design			
Construction Admin			
Construction inspection	\$10,000.00		\$10,000.00
<b>CONSTRUCTION - WATER IMPROVEMENTS</b>			
Construction			
Equipment			
Miscellaneous			
Deductions(income)			
<b>CONSTRUCTION - SEWER IMPROVEMENTS</b>			
Construction		\$100,000.00	\$100,000.00
Equipment			
Miscellaneous			
Deductions(income)			
<b>HOUSING REHAB - WATER</b>			
Connections - new			
Connections - rehab			
<b>HOUSING REHAB - SEWER</b>			
Connections - new			
Connections - rehab			
<b>TOTAL CUMULATIVE TO DATE</b>			
	\$15,000.00	\$30,000.00	\$100,000.00
Previous Received	\$10,000.00	\$20,000.00	\$30,000.00
Amount Requested	\$5,000.00	\$10,000.00	\$100,000.00
Percent complete	30.00%	15.00%	10.00%
Program Income	\$0.00	\$0.00	\$0.00

The funds requested above have already been paid to the respective vendors, consultants & contractors by the award recipient.

**OR**

have not been paid to the respective vendors, consultants & contractors.

State will be disbursed to these entities within three (3) banking days.

\_\_\_\_\_  
Recipient

**#1 REQUIRED**

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

**#2 REQUIRED**

Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Type or Print Name and Title

## **EXHIBIT F**

### **DEFINITIONS**

Unless indicated otherwise from the context, the following terms shall have as their meanings in this Grant Contract the definitions set forth below.

1. "Agency" (as used in the context of the definitions below) shall mean and include every public office, public officer, or official (State or local, elected or appointed), institution, board, commission, bureau, council, department, authority, or other unit of government of the State or of any county, unit, special district or other political sub-agency of government.
2. "Audit" means an examination of records or financial accounts to verify their accuracy.
3. "Construction contract" means a legally binding agreement between the Subrecipient and another party for implementing construction work described in the project scope of work given in Exhibit A.
4. "Enter into a construction contract" means signature of a construction contract by both the Grant Subrecipient and another party for the construction work described in the project scope of work given in Exhibit A.
5. "Fund" means the Community Development Block Grant- Infrastructure fund.
6. "Grant" means state funds disbursed by the Department of Environmental Quality through the Department of Commerce and the federal Department of Housing and Urban Development to a Subrecipient to conduct activities described in this Grant Contract.
7. "Grant Contract" means a legal instrument that is used to reflect a relationship between the grantor and Subrecipient and is used interchangeably herein with the term "Contract".
8. "Subrecipient" shall mean one of the entities identified as a party to this Contract.
9. "Grantor" as used in this Grant Contract, means the Fund in its capacity as provider of grant funds for the Subrecipient's use in conducting the project.

## **EXHIBIT G**

### **GENERAL TERMS AND CONDITIONS**

#### **A. Affirmative Covenants**

1. **Compliance with Laws.** Subrecipient agrees to perform and maintain the Project in compliance with all federal, state, and local laws and regulations, including, without limitation, environmental, zoning, and other land use laws, and regulations. The Subrecipient agrees to take reasonable steps to advise Project participants that they shall comply in the same manner.
2. **Insurance.** The Subrecipient agrees to keep structures or improvements of any sort constituting the Project fully insured at all times during construction and to keep fully insured all building materials at any time located on the Project. Subrecipient will ensure that all contractors furnish adequate payment and performance bonds.
3. **No Liens.** The Subrecipient shall take such action, including, without limitation, obtaining lien waivers, as shall be reasonably necessary to avoid liens against the Property in any way related to the Project.
4. **Retention, Operation, Maintenance and Use.**
  - a. Subrecipient agrees to complete the Project as approved by the DEQ. The descriptions, purpose, schedules, scope of work and budgets set out in Exhibits A and B, and accompanying or related plans, specifications, estimates, procedures, and maps submitted to the DEQ by the Subrecipient are the foundation of this Grant Contract.
  - b. Property acquired, developed, or improved with grant assistance from the Fund shall be retained and used for the purposes identified in Exhibit A and Subrecipient hereby agrees to file or record such restrictions as may be required to assure such continued use and such restrictions shall be in form and substance satisfactory to the DEQ.

#### **B. Representations and Warranties**

In order to induce the DEQ to enter into this Grant Contract and to make the Grant as herein provided, the Subrecipient after reasonable inquiry makes the following representations, warranties and covenants, which shall remain in effect after the execution and delivery of this Grant Contract and any other documents required hereunder, any inspection or examinations at any time made by or on behalf of the DEQ, and the completion of the Project by the Subrecipient:

1. **No Actions.** There are no actions, suits, or proceedings pending, or to the knowledge of the Subrecipient, threatened, against or affecting the Subrecipient before any court, arbitrator, or governmental or administrative body or agency which might affect the Subrecipient's ability to observe and perform its obligations under this Grant Contract.

2. Validity of Grant Documents. Upon execution and delivery of items required hereunder, this Grant Contract and the other grant documents and items required hereunder will be valid and binding agreements, enforceable in accordance with the terms thereof.
3. False or Misleading Information. Recipient is advised that providing false, fictitious, or misleading information with respect to CDBG funds may result in criminal, civil, or administrative prosecution under 18 U.S.C. § 1001, 18 U.S.C. § 1343, 31 U.S.C. § 3729, 31 U.S.C. § 3801, or another applicable statute. Subrecipient shall promptly refer to DEQ and HUD's Office of the Inspector General any credible evidence that a principal, employee, agent, contractor, sub-grantee, subcontractor, or other person has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving CDBG funds.

#### C. Termination by Mutual Consent

The Parties may terminate this Contract by mutual written consent with 60 days prior written notice to the Contract Administrators, or as otherwise provided by law.

#### D. Termination for Cause; Events of Default

1. Events of Default. The happening of any of the following, after the expiration of any applicable cure period without the cure thereof, shall constitute an event of default ("Event(s) of Default") by the Subrecipient of its obligations to the DEQ, and shall entitle the DEQ to exercise all rights and remedies under this Grant Contract and as otherwise available at law or equity:
  - a. Property Unsuitable. A determination by the DEQ, prior to the disbursement of the Grant funds that the Property is unsuitable for the purposes of the Grant Contract.
  - b. Unsuitable Use. The Property is used in a manner materially inconsistent with the purposes of this Grant Contract or the Project.
  - c. Default in Performance. The default by the Subrecipient in the observance or performance of any of the terms, conditions, or covenants of this Grant Contract; provided, however, that no such default shall occur until the Subrecipient has been given written notice of the default and 30 days to cure have elapsed.
  - d. Misrepresentation. If any representation or warranty made by the Subrecipient in connection with the Grant or any information, certificate, statement, or report heretofore or hereafter made shall be untrue or misleading in any material respect at the time made.
  - e. Abandonment of the Project. If Subrecipient abandons or otherwise ceases to continue to make reasonable progress towards completion of the Project.

If a termination for cause occurs, it will be taken into consideration if the Subrecipient submits future funding application to the Division.

#### E. Events of Default - DEQ's Rights and Remedies

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

1. Project Termination. If an Event of Default occurs, the DEQ may, at its discretion, suspend and/or terminate all obligations of the DEQ hereunder. If, in the judgment of the DEQ, such failure was due to no fault of the Subrecipient, amounts required to resolve at minimum costs any irrevocable obligations properly incurred by Subrecipient shall, in the discretion of the DEQ, be eligible for assistance under this Grant Contract consistent with state and federal law.
2. Additional Remedies. If an Event of Default occurs, the DEQ shall have the power and authority, consistent with its statutory authority: (a) to prevent any impairment of the Project by any acts which may be unlawful or in violation of this Grant Contract or any other item or document required hereunder; (b) to compel specific performance of any of Subrecipient's obligations under this Grant Contract; (c) to obtain return of all Grant Funds, including equipment if applicable; and (d) to seek damages from any appropriate person or entity. The DEQ shall be under no obligation to complete the Project.
3. Nonwaiver. No delay, forbearance, waiver, or omission of the DEQ to exercise any right, power or remedy accruing upon any Event of Default shall exhaust or impair any such right, power or remedy or shall be construed to waive any such Event of Default or to constitute acquiescence therein. Every right, power and remedy given to the DEQ may be exercised from time to time and as often as may be deemed expedient by the DEQ.

#### F. Miscellaneous

1. Modification. This Grant Contract may be rescinded, modified, or amended only by written agreement executed by all parties hereto.
2. Benefit. This Grant Contract is made and entered into for the sole protection and benefit of the DEQ, the State and the Subrecipient, and their respective successors and assigns, subject always to the provisions of paragraph F.8 of this Exhibit H. Except for the State, there shall be no third-party beneficiaries to this Grant Contract.
3. Further Assurance. In connection with and after the disbursement of Grant funds under this Grant Contract, upon the reasonable request of the DEQ, the Subrecipient shall execute, acknowledge, and deliver or cause to be delivered all such further documents and assurances, and comply with any other requests as may be reasonably required by the DEQ or otherwise appropriate to carry out and effectuate the Grant as contemplated by this Grant Contract.
4. Compliance by Others. The Subrecipient shall be responsible for compliance with the terms of this Grant Contract and shall require the same compliance of its sub-grant recipients, including but not limited to, a political subdivision, public agency, or qualified non-profit organization to which funds or obligations are transferred, delegated, or assigned

pursuant to this Grant Contract. Delegation by the Subrecipient to a sub-grant recipient of any duty or obligation hereunder does not relieve the Subrecipient of any duty or obligation created hereunder. Failure by such sub-grant recipient to comply with the terms of this Grant Contract shall be deemed failure by the Subrecipient to comply with the terms of this Grant Contract. Any such delegation of duties or obligations shall be in writing, signed by the Subrecipient and sub-grant recipient, and shall contain an affirmative covenant by the sub-grant recipient that it shall abide by the rules set forth in Title 09, Subchapter 03M of the North Carolina Administrative Code.

5. Independent Status of the Parties. The Parties are independent entities and neither this Grant Contract nor any provision of it or any of the Grant Documents shall be deemed to create a partnership or joint venture between the Parties. Further, neither the Grant Contract nor any of the Grant Documents shall in any way be interpreted or construed as making the Subrecipient, its agents, or employees, agents, or representatives of the DEQ. The Subrecipient is and shall be an independent contractor in the performance of this Contract and as such shall be wholly responsible for the work to be performed and for the supervision of its employees. In no event shall the DEQ be liable for debts or claims accruing to or arising against the Subrecipient. The Subrecipient represents that it has, or shall secure at its own expense, all personnel required in the performance of this Contract. Such employees shall not be employees of, nor have any individual contractual relationship with, DEQ.
6. Indemnity. The Subrecipient agrees, to the fullest extent permitted by law, to release, defend, protect, indemnify and hold harmless the State, the DEQ, its employees and agents against claims, losses, liabilities, damages, and costs, including reasonable attorney fees, which result from or arise out of: (a) damages or injuries to persons or property caused by the negligent acts or omissions of Subrecipient, its employees, or agents in use or management of the Project or Property; (b) use or presence of any hazardous substance, waste or other regulated material in, under or on the Property; and (c) for any claims, whether brought in contract, tort, or otherwise, arising out of this Grant Contract. The obligations under this paragraph are independent of all other rights or obligations set forth herein. This indemnity shall survive the disbursement of the Grant funds, as well as any termination of this Grant Contract.
7. Binding Effect, Contract Assignable. The terms hereof shall be binding upon and inure to the benefit of the successors, assigns, and personal representatives of the parties hereto; provided, however, that the Subrecipient may not assign this Grant Contract or any of its rights, interests, duties or obligations hereunder or any Grant proceeds or other moneys to be advanced hereunder in whole or in part without the prior written consent of the Fund, which may be withheld for any reason and that any such assignment (whether voluntary or by operation of law) without said consent shall be void.
8. Savings Clause. Invalidation of any one or more of the provisions of this Grant Contract, or portion thereof, shall in no way affect any of the other provisions hereof and portions thereof which shall remain in full force and effect.

9. Additional Remedies. Except as otherwise specifically set forth herein, the rights and remedies provided hereunder shall be in addition to, and not in lieu of, all other rights and remedies available in connection with this Grant Contract.
10. Survival. Where any representations, warranties, covenants, indemnities, or other provisions contained in this Grant Contract by its context or otherwise, evidences the intent of the parties that such provisions should survive the termination of this Grant Contract or any Closing, the provisions shall survive any termination or Closing.
11. Incorporation of Exhibits. All exhibits attached to this Contract are fully incorporated as if set forth herein.
12. Entire Contract. This Grant Contract constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. All recitals, exhibits, schedules, and other attachments hereto are incorporated herein by reference.
13. Headings. The headings of the various sections of this Grant Contract have been inserted for convenience only and shall not modify, define, limit, or expand the express provisions of this Grant Contract.
14. Time of the Essence. Time is of the essence in the performance of this Grant Contract.



**EXHIBIT H**

**PROJECT MAP  
(see next page)**







ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

SHADI ESKAF  
Director



NORTH CAROLINA  
Environmental Quality

April 30, 2024

Rob Hites, Town Manager  
Town of Waynesville  
PO Box 100  
Waynesville, North Carolina 28786  
[rhites@waynesvillenc.gov](mailto:rhites@waynesvillenc.gov)

SUBJECT: Letter of Intent to Fund  
Fall 2023 Application Cycle  
South Waynesville Phase II Sanitary Sewer System Improvement  
CDBG-I Number: 23-I-4154  
HUD Federal CDBG Grant - Assistance Listing Number (ALN) 14.228

Dear Mr. Hites:

As mentioned in your February 22, 2024, award letter, the State Water Infrastructure Authority approved your above referenced project as eligible to receive a federal CDBG grant totaling \$1,376,957.00. The project will consist of the upgrade and replacement of a portion of the existing sanitary sewer system in West Waynesville along Hendrix, Franklin, Muse and Sawyer Streets. The project proposes to install 2,140 LF new 8-inch PVC sanitary sewer line along Hendrix, Franklin, Muse and Sawyer Streets, along with replacement of 11 manholes and 4-inch sewer services. The project will serve 45 existing residences and 43 new residences, the latter located along Sawyer Street in a mobile home park.

Please note that this intent to fund is contingent on meeting **all** the following milestones. **Failure to meet any milestone may result in the forfeiture of CDBG funding for the proposed project.**

Grant Milestones	Date
Attendance at a Mandatory Procurement Workshop (Virtual via Webex)	5/15/2024
Attendance at a Mandatory Compliance Workshop (In-Person)	6/12/2024
Attendance at a Mandatory ERR/EID Workshop (In-Person)	6/13/2024
Grant Contract with DWI Executed by all Parties	7/30/2024
Engineering Report Submitted & Received	10/28/2024
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Submitted	2/19/2025
Funding Approval Conditions Submitted & Received	2/19/2025
Engineering Report Approved by Division*	2/19/2025
Environmental Information Document/Environment Review Record (EID/ERR) and Request for Release of Funds Approved by Division	3/10/2025



North Carolina Department of Environmental Quality | Division of Water Infrastructure  
512 N. Salisbury Street | 1633 Mail Service Center | Raleigh, North Carolina 27699-1633  
919.707.9160

An Equal Opportunity / Affirmative Action Employer  
Equal Housing Opportunity



Rob Hites, Town Manager  
 Town of Waynesville  
 April 30, 2024  
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Bid and Design Package Submitted & Received	9/29/2025
Bid and Design Package Approved by Division*	1/16/2026
Bid Information Submitted (Final Bid Notice, Itemized Bid Tabulation, etc.)	5/4/2026
Execute Construction Contracts (Submit e-copies of Construction Agreement, Notice of Award, Notice of Proceed, Project Schedule, Start of Construction Card with required documentation)	6/29/2026
Grant Contract Expiration (All construction needs to be complete)	7/31/2027
Final Report and Final Reimbursement Submitted & Received	9/14/2027
Grant Closeout Submitted & Received (Closeout package and required documentation)	11/19/2027
<b>Milestones for Compliance Plans**</b>	<b>Date</b>
Adopted Equal Employment Opportunity Plan and Policy, Submitted & Received	11/4/2024
Adopted Procurement Plan and Policy, Submitted & Received	11/4/2024
Adopted Citizen Participation Plan, Submitted & Received	11/4/2024
Adopted Section 3 Resolution and Plan, Submitted & Received	11/4/2024
Adopted Residential Anti-Displacement and Relocation Assistance Plan, Submitted & Received	11/4/2024
Adopted Excessive Force Provision, Submitted & Received	11/4/2024
Adopted Code of Conduct Policy, Submitted & Received	11/4/2024
Adopted Section 504 Grievance Procedures, Submitted & Received	11/4/2024
Completed Section 504 Self-Evaluation Survey, Submitted & Received ( <i>plan requires unique information about the LGU</i> )	11/4/2024
Adopted Language Access Plan, Submitted & Received ( <i>plan must be completed - plan requires unique information about the subrecipient and a plan of action</i> )	11/4/2024
Adopted Fair Housing Complaint Procedure, Submitted & Received	11/4/2024
Adopted Equal Housing Opportunity Resolution, Submitted & Received	3/21/2025
Completed and Adopted Impediments to Fair Housing Choice (AI), Submitted & Received ( <i>This requires unique information about the subrecipient and will aid in creating the Fair Housing Plan</i> )	3/21/2025
Completed and Adopted Affirmatively Furthering Fair Housing Plan & Policy, Submitted & Received ( <i>Subrecipient action plan is unique, addressing the needs of the area identified in the AI</i> )	3/21/2025
*Responses to Requests for Additional Information must be received by the Division at least 15 days prior to these milestones. **Failure to adopt the most current template language may result in needing to readopt the plan and policy.	

Rob Hites, Town Manager  
Town of Waynesville  
April 30, 2024  
Page 3 of 4

The first three milestones are attendance at **mandatory** workshops presented by the Division of Water Infrastructure. The first workshop on procurement will be virtual via WebEx. The second covers the Federal compliance requirements that are attached to an awarded CDBG-I grant. The third workshop covers the development of the required environmental review documents. The specific training session information is below.

- CDBG Procurement Training

This virtual training will guide local governments on how to procure grant administrators and project engineers for your recently funded CDBG-I project. This training should be attended by the authorized representative(s) who will oversee procurement of these services.

- **Webex on Wednesday, May 15, 2024, via Webex, from 10:30 a.m. to Noon.**  
A Webex invite has been emailed out to the local government authorized representative listed on the funding application.

- CDBG Compliance Training

This in-person workshop will guide local governments through the key CDBG program compliance areas attached to a federal CDBG-funded project. This training is **mandatory** for the local official designated as the authorized representative(s) for the grantee and local compliance officer. A registration email will be sent to the local government authorized representative listed on the funding application. The training will run from 9:00 a.m. to 4:30 p.m.

- **Wednesday, June 12, 2024, at The Albemarle Building (Department of Administration), 325 N. Salisbury Street, Raleigh, NC.**
  - Parking is available in Visitor Lot 2 (Deck 75) on N. Salisbury Street. Main entrance is on N. Salisbury Street. Please check in with the receptionist.

- Environmental Review Record / Environmental Information Document (ERR/EID) Training

This in-person workshop will discuss the CDBG-I environmental review process with detailed information on the environmental information document development and release of funds requirements for local governments and their ERR/EID preparers. This training is **mandatory** for two grantee representatives to function as Certifying Officers. These representatives need to hold management or elected official positions such as Mayor, Town Administrator/ Manager, or Clerk. A registration email will be sent to the local government authorized representative listed on the funding application. The training will run from 9:00 a.m. to 12:30 p.m.

- **Thursday, June 13, 2024, at The Albemarle Building (Department of Administration), 325 N. Salisbury Street, Raleigh, NC.**
  - Parking is available in Visitor Lot 2 (Deck 75) on N. Salisbury Street. Main entrance is on N. Salisbury Street. Please check in with the receptionist.

Rob Hites, Town Manager  
Town of Waynesville  
April 30, 2024  
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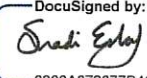
In addition, please find enclosed two copies of each Grant Contract. **No funds may be obligated or expended in any project activity until the Grantee and Grantor (Division) signs and dates the Grant Contract. It is highly recommended to have the Town's Attorney review the Grant Contracts prior to signature.**

Please sign both grant contracts and return both via FedEx to the Division of Water Infrastructure at: 512 N. Salisbury Street, Archdale Bldg., 8<sup>th</sup> Floor, Raleigh, NC 27604, Attention: Colleen Simmons.

Once the Division signs the contracts, one will be mailed back to the Town for your file, in addition, a scanned copy will be sent via email. No third-party contracts can be executed until the Division has signed the grant contract.

We look forward to collaborating with you on this important project. Please call Colleen Simmons at 704-235-2202 or via email at [colleen.simmons@deq.nc.gov](mailto:colleen.simmons@deq.nc.gov) if you have any questions.

Sincerely,

DocuSigned by:  
  
6300A872077B4C5...

Shadi Eskaf, Director  
Division of Water Infrastructure

*Attachments – Grant Contract (Agreement)*

cc: Charam A. Miller, Town of Waynesville (via email)  
Toni Moore, Business Officer, Dpt. Of Commerce / REDD (via email)  
Nikita Moye, CDBG-I (via email)  
Colleen Simmons, CDBG-I (via email)  
Emily Bacon, CDBG-I (via email)  
Stacey Starkey, CDBG-I (via email)  
CDBG-I Funding Commitment File (Laserfiche and File Room)



# Application for Special Events Permit

## I. General Information

EVENT NAME:	17 <sup>th</sup> Power of Pink 5K
EVENT DATE(S):	September 21, 2024
	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	Commerce Street in Frog Level
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	5:30-8:00 AM
EVENT HOURS:	6:30-10:30 AM
DISMANTLE HOURS (START/END):	10:30 AM-11:30 AM
ESTIMATED ATTENDANCE:	350
BASIS ON WHICH THIS ESTIMATE IS MADE:	2023 attendance
COMPREHENSIVE GENERAL LIABILITY INSURANCE REQUIRED: \$1,000,000.	Please attach proof of insurance (or applicable rider).

## II. Applicant and Sponsoring Organization Information

SPONSORING ORGANIZATION NAME:	Haywood Health Foundation						
ARE YOU A NON PROFIT CORPORATION?	No	X	Yes	If yes, are you	501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Greg Duff (Glory Hound Events) on behalf of the Haywood Health Foundation						
ADDRESS:	262 Leroy George Dr		CITY :	Clyde	STATE:	NC	ZIP28721
PHONE:	828-452-8343		FAX#:		EMAIL:	Marge.Stiles@haymed.org	
ON-SITE CONTACT:	Kevin Fitzgerald TITLE: Race Director for Glory Hound Events						
ADDRESS:	Glory Hound Events, PO Box 19256, Asheville, NC 28815						
PHONE #:	865-315-0758		CELL PHONE #:		EMAIL:	greg@gloryhoundevents.com	

III. Brief Description of Event
<p><b>The Power of Pink 5K is in its 17<sup>th</sup> year raising money to provide mammograms, follow-up testing and transportation for underserved women and men of Haywood County. This will be the sixth time the race is held in Frog Level event after having spent 11 years on the Haywood Regional Hospital campus. In 2024, we will use a new course (requested by Waynesville Police Department).</b></p>
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. Commerce Street between Depot and Miller (9/25, 6AM-11:30 AM)

2.

3.

V. Event Details
------------------

YES NO

<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the sale or <b>use of alcoholic beverages</b>?</p> <p>If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the <b>sale of food</b>? _____</p> <p>If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the <b>sale of non-food items</b>? If "YES" have you applied for a privilege license? _____</p>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will there be <b>musical entertainment</b> at your event? IF "YES" provide the following information:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 33%;">Number of Stages: _____</td> <td style="width: 33%;">Number of Band(s): _____</td> <td style="width: 34%;">Amplification? <u>Yes</u></td> </tr> </table> <p>Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.</p>	Number of Stages: _____	Number of Band(s): _____	Amplification? <u>Yes</u>	
Number of Stages: _____	Number of Band(s): _____	Amplification? <u>Yes</u>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Do you plan to use an existing <b>occupied building</b>? Address _____</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Do you plan to use an existing <b>vacant building</b>? Address _____</p>				
<input type="checkbox"/>	<input type="checkbox"/>	<p>Will there be any <b>tents or canopies</b> in the proposed event site? Please provide the following information:</p> <p>Approx. Number of Tents: <u>10</u> Will any tent exceed 400 sq. feet in area? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Does the event involve the use of <b>pyrotechnics</b>? Explain _____</p>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will you provide <b>portable toilets</b> for the general public attending your event? IF SO, how many and where will they be located?</p>	<p>4-Commerce Street Parking lot</p>			
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will you require <b>electrical hookup</b> for the event? Generators? <u>Yes</u></p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will you require <b>access to water</b> for the event? Explain _____</p>				
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<p>Will <b>admission fees</b> be charged to attend this event? If "YES", provide the amount(s) of all tickets.</p>	<p>See Page 4</p>			
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will <b>fees be charged to vendors</b> to participate in this event? If "YES", please provide the amount(s).</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will <b>signs and/or banners</b> be displayed as part of the event? If "YES" have you applied for a sign permit? _____</p>				
<input type="checkbox"/>	<input checked="" type="checkbox"/>	<p>Will <b>inflatable parade balloons</b> be used for the event? Provide details if necessary.</p>				



## VI. Additional Questions

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

Participants will be directed to the parking deck and Haywood Builders Supply

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?

Receptacles collected by event staff/volunteers and taken back to HRMC

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

Possibly – At discretion of Waynesville PD

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

**Return to:**

**Jesse Fowler, Assistant Town Manager**  
**Town of Waynesville**  
**16 S. Main Street, P.O. Box 100, Waynesville, NC 28786**  
**Telephone: (828) 452-2491**  
**Fax No. : (828) 456-2000**  
**Email Address: [jfowler@waynesvillenc.gov](mailto: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:

## 2024 Power of Pink 5K Entry Fees

Regular Entry (June 1-August 31) – \$30

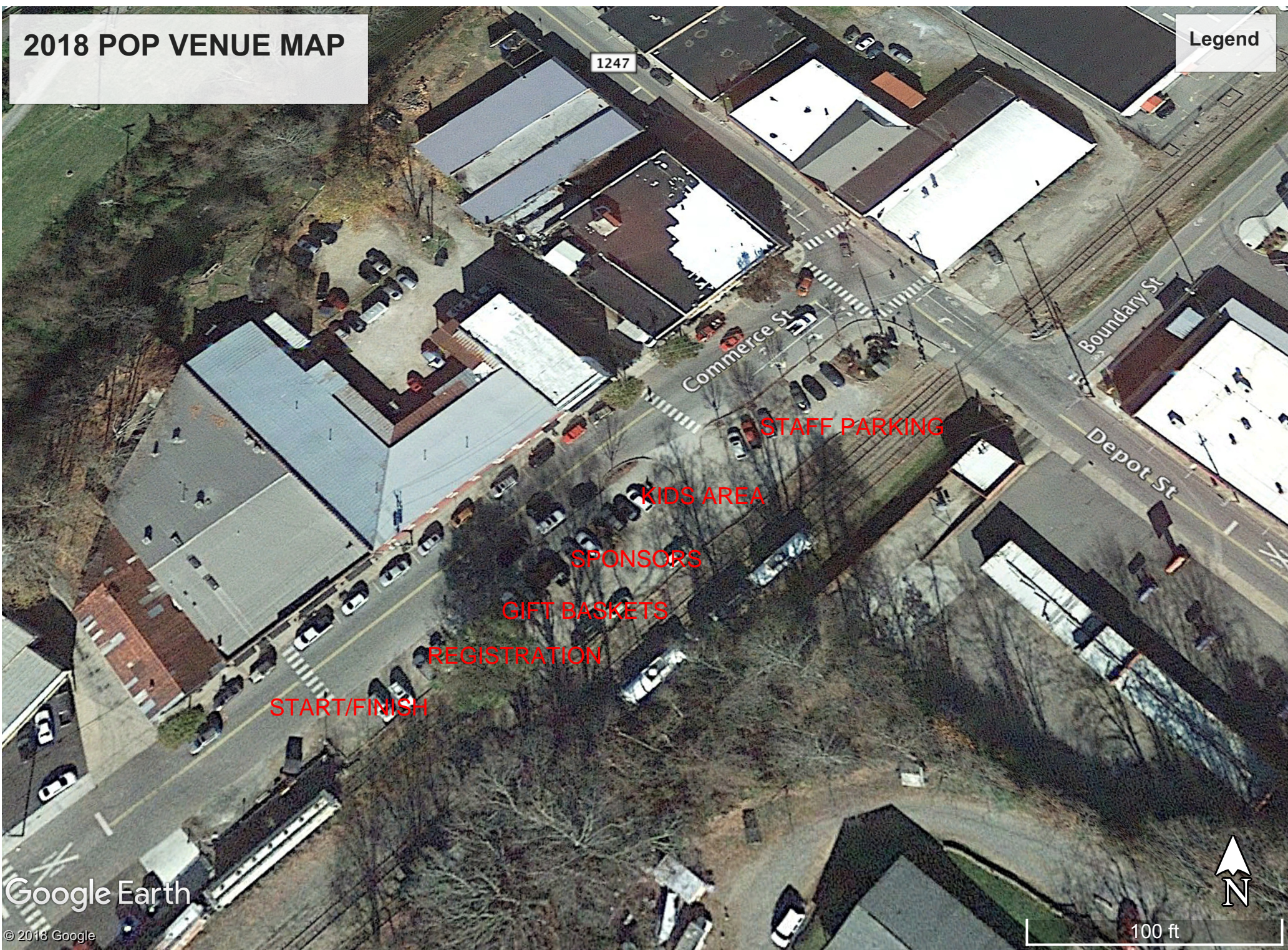
Late entry (September 1-Race Day) – \$35

Groups of 5+ are encouraged and will get a discount on registration fees for the 5K. The group rate is \$25 per person



# 2018 POP VENUE MAP

Legend



Google Earth

© 2018 Google

100 ft

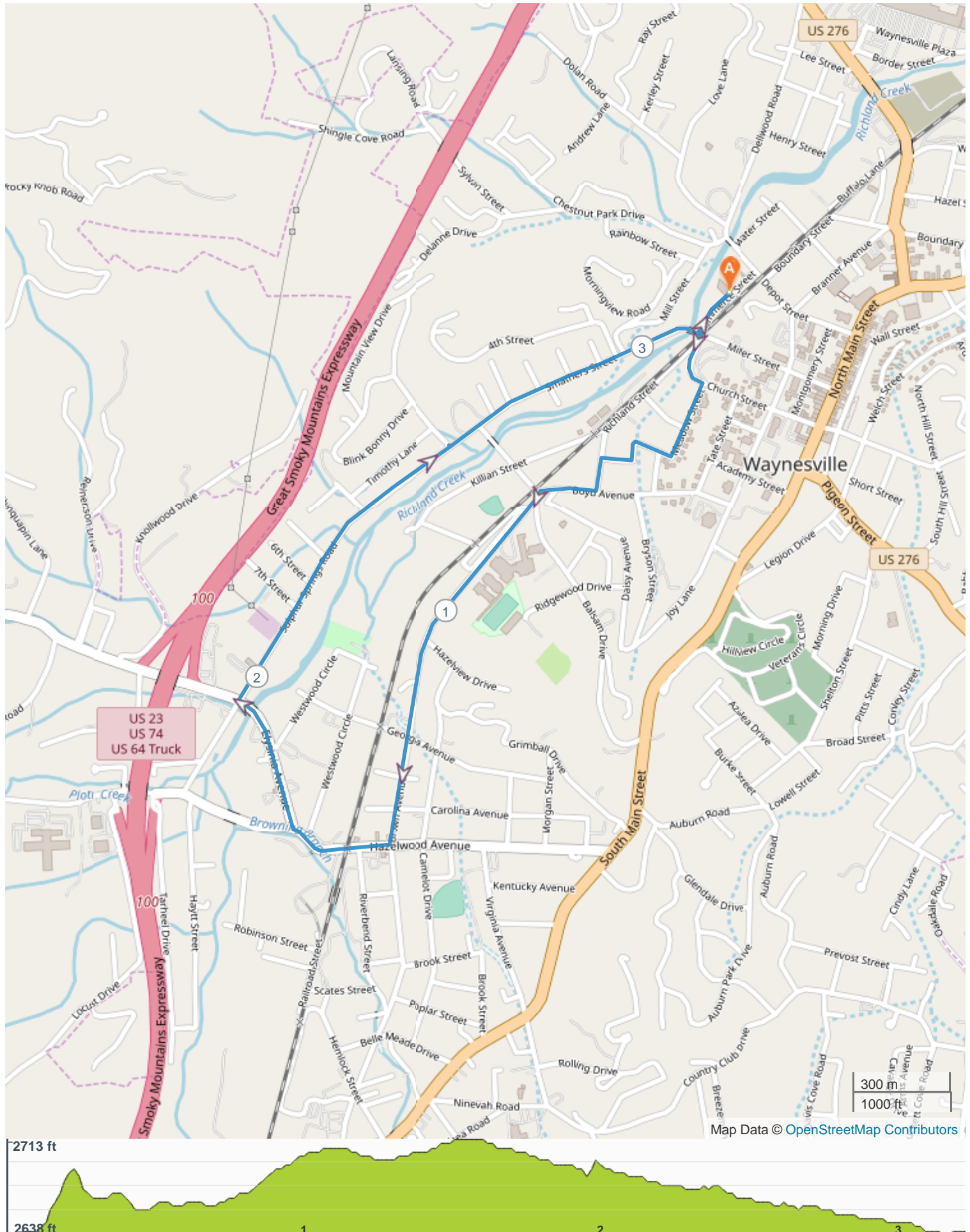


# 2024 POWER OF PINK 5K

## TURN-BY-TURN DIRECTIONS

<u>Direction</u>	<u>Streets</u>
Start to West	Commerce Street in front of Panacea
Left	Commerce Street & Miller Street
Right	Miller Street & Church Street
Right	Church Street & Meadow Street
Left	Meadow Street & Richland Street
Right	Richland Street & Boyd Avenue
Right	Boyd Avenue & Hazelwood Avenue
Right	Hazelwood Avenue & Elsynia Avenue
Right	Elsynia Avenue & Sulphur Springs Road
Left	Sulphur Springs Road & Commerce Street
Finish to East	Commerce Street in front of Panacea

## 2024 POP 5K Course



## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Commerce Street
2	0.096	←	Turn left onto Miller Street
3	0.103	↘	Turn sharp right onto Church Street
4	0.118		Keep left onto Church Street
5	0.212	→	Turn right onto Meadow Street
6	0.536	←	Turn left onto Richland Street
7	0.602	→	Turn right onto Boyd Avenue
8	0.714	↙	Turn slight left onto Brown Avenue
9	0.727		Keep right onto Brown Avenue
10	1.468	→	Turn right onto Hazelwood Avenue
11	1.668	→	Turn right onto Elysinia Avenue
12	1.941	→	Turn right onto Sulphur Springs Road
13	2.584	←	Turn left onto Blink Bonny Drive
14	2.589	←	Turn left onto Sulphur Springs Road
15	3.119	←	Turn left onto Commerce Street
16	3.221		FINISH



# Application for Special Events Permit

## I. General Information

EVENT NAME:	Gateway to the Smokies Ten Miler/Mighty Four Miler to Benefit Riley Howell Foundation Fund
EVENT DATE(S):	June 21, 2025
	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	Commerce Street in Frog Level between Depot Street and Panacea
IF THIS EVENT IS A PARADE OR ROAD RACE	Please provide a full route description and map
SET-UP TIME (START/END):	5:00-7:00 AM
EVENT HOURS:	6:00 AM-11:00 PM (10M Start-7:30 AM; 4M Start-7:45 AM)
DISMANTLE HOURS (START/END):	11:00 AM-12:00 PM
ESTIMATED ATTENDANCE:	500
BASIS ON WHICH THIS ESTIMATE IS MADE:	Previous experience and current growth rate of races
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:	Glory Hound, Inc. dba Glory Hound Events				
ARE YOU A NON PROFIT CORPORATION?	No X	Yes	If yes, are you 501c(3)	501c(6)	Place of Worship
APPLICANT NAME:	Greg Duff		TITLE: President		
ADDRESS:	PO Box 19256		CITY :	Asheville	STATE: NC ZIP 28815
PHONE:	828-400-5868	FAX#:		EMAIL:	greg@gloryhoundevents.com
ON-SITE CONTACT:	Same		TITLE:		
ADDRESS:					
PHONE #:		CELL PHONE #:		EMAIL:	

III. Brief Description of Event
<b>Glory Hound Events, in partnership with the Riley Howell Foundation, will produce this event for the fifth year. In 2025 we are changing the half marathon to a 10-miler. The 4-mile race will remain but with an adjusted course and all proceeds go to the Riley Howell Foundation. We would like to move the start and finish to one location: Boundary Street between Panacea and Depot Street, with the street closed for the event period.</b>
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. Commerce Street from Depot St to Panacea (7/21/25, 5:30 AM-12 PM)

2.

3.

V. Event Details
------------------

YES NO

<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the sale or <b>use of alcoholic beverages</b> ?	
		If yes, has the ABC permit been obtained? Yes <input type="checkbox"/> No <input type="checkbox"/> Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the <b>sale of food</b> ? _____	
		If "YES", has the health department been notified? _____ Have you applied for a temporary permit? _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the <b>sale of non-food items</b> ? If "YES" have you applied for a privilege license? _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be <b>musical entertainment</b> at your event? IF "YES" provide the following information:	
		Number of Stages: _____ Number of Band(s): _____ Amplification? <u>Yes</u>	
		Note: If amplification is used, you will be required to perform a pretest for compliance with the noise ordinance.	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you plan to use an existing <b>occupied building</b> ? Address _____	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Do you plan to use an existing <b>vacant building</b> ? Address _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will there be any <b>tents or canopies</b> in the proposed event site? Please provide the following information:	
		Approx. Number of Tents: <u>5-10</u> Will any tent exceed 400 sq. feet in area? X <input type="checkbox"/> NO <input type="checkbox"/> YES	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Does the event involve the use of <b>pyrotechnics</b> ? Explain _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you provide <b>portable toilets</b> for the general public attending your event? IF SO, how many and where will they be located?	4-6 in city parking lot on Commerce Street (east end)
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will you require <b>electrical hookup</b> for the event? Generators? <u>Yes</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will you require <b>access to water</b> for the event? Explain _____	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will <b>admission fees</b> be charged to attend this event? If "YES", provide the amount(s) of all tickets.	<u>See Page 4</u>
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will <b>fees be charged to vendors</b> to participate in this event? If "YES", please provide the amount(s).	
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Will <b>signs and/or banners</b> be displayed as part of the event? If "YES" have you applied for a sign permit? <u>Not yet</u>	
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Will <b>inflatable parade balloons</b> be used for the event? Provide details if necessary.	



## VI. Additional Questions

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

Primary-Courthouse parking deck; secondary-street parking as available

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?

The event will collect and remove all trash and recycling

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

Yes, please

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

**Return to:**

**Jessie Fowler, Assistant Town Manager**

**Town of Waynesville**

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

**Telephone: (828) 452-2491**

**Fax No. : (828) 456-2000**

**Email Address: [jfowler@waynesvillenc.gov](mailto: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:

## 2024 Entry Fees

### Gateway to Smokies Half Marathon

70	10/31-12/31/23
80	1/1/24-3/14
90	3/15 On

### Mighty Four Miler

35	10/31-12/31/23
40	1/1/24-3/14
45	3/15 On

# 2025 MIGHT FOUR MILER

## TURN-BY-TURN DIRECTIONS

<u>Direction</u>	<u>Streets</u>
START	Commerce Street - Going East
Right	Commerce Street & Depot Street
Right	Depot Street & South Main Street
Right	South Main Street and Virginia Avenue
Left	Virgina Avenue & Hazelwood Avenue
Right	Hazelwood and Camelot
Left	Camelot and Georgia
Right	Georgia and Brown
	Aid Stations #1, Brown Ave at Waynesville Middle School (MM 2.7)
Right	Brown Avenue & Boyd Avenue
Left	Boyd Avenue & South Haywood Street
Straight	S. Haywood Street & Church Street
Straight	S. Haywood Street & Miller Street
Left	S. Haywood Street & Depot Street
Left	Depot Street & Commerce Street
FINISH	Commerce Street - Going West

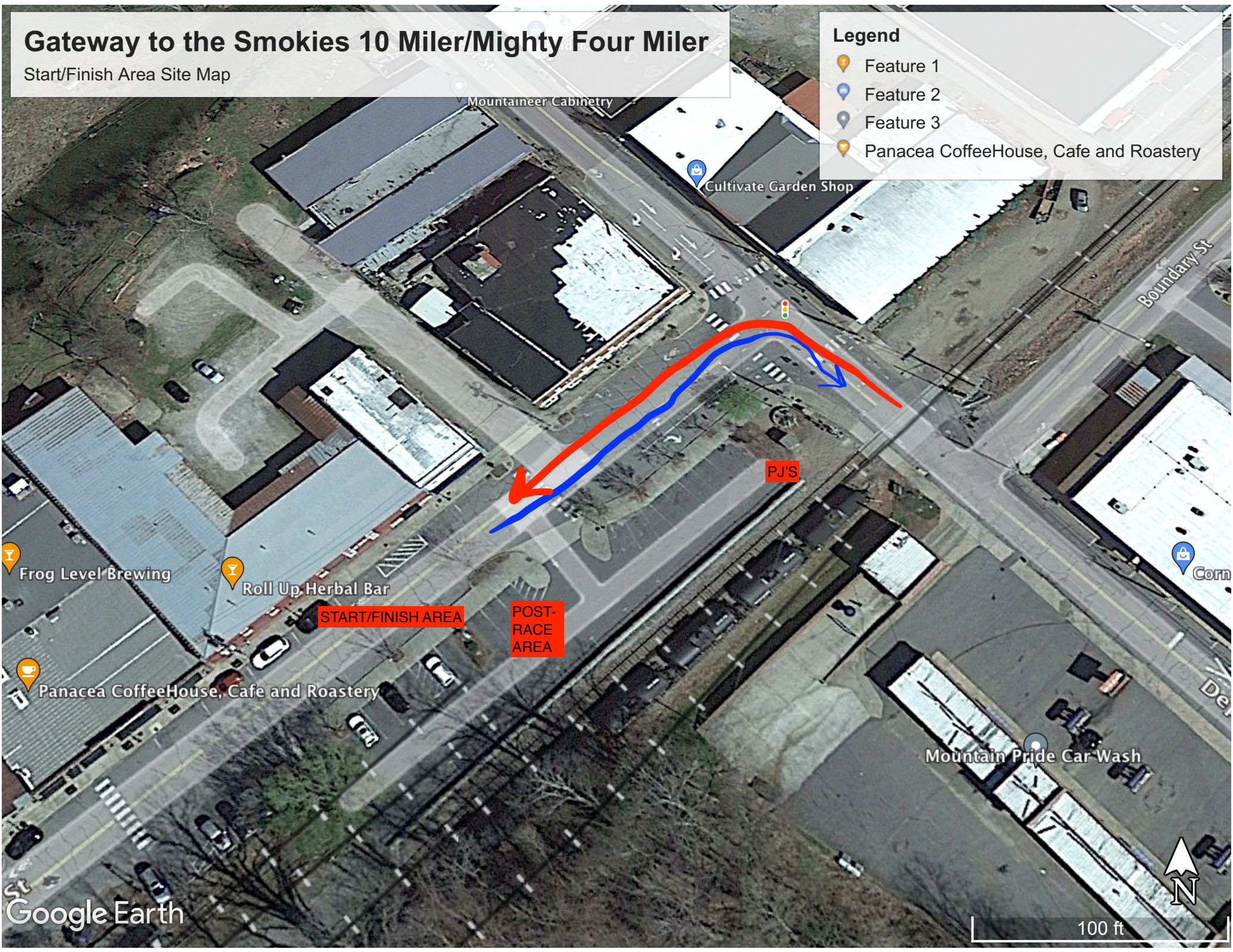


# Gateway to the Smokies 10 Miler/Mighty Four Miler

Start/Finish Area Site Map

## Legend

- Feature 1
- Feature 2
- Feature 3
- Panacea CoffeeHouse, Cafe and Roastery

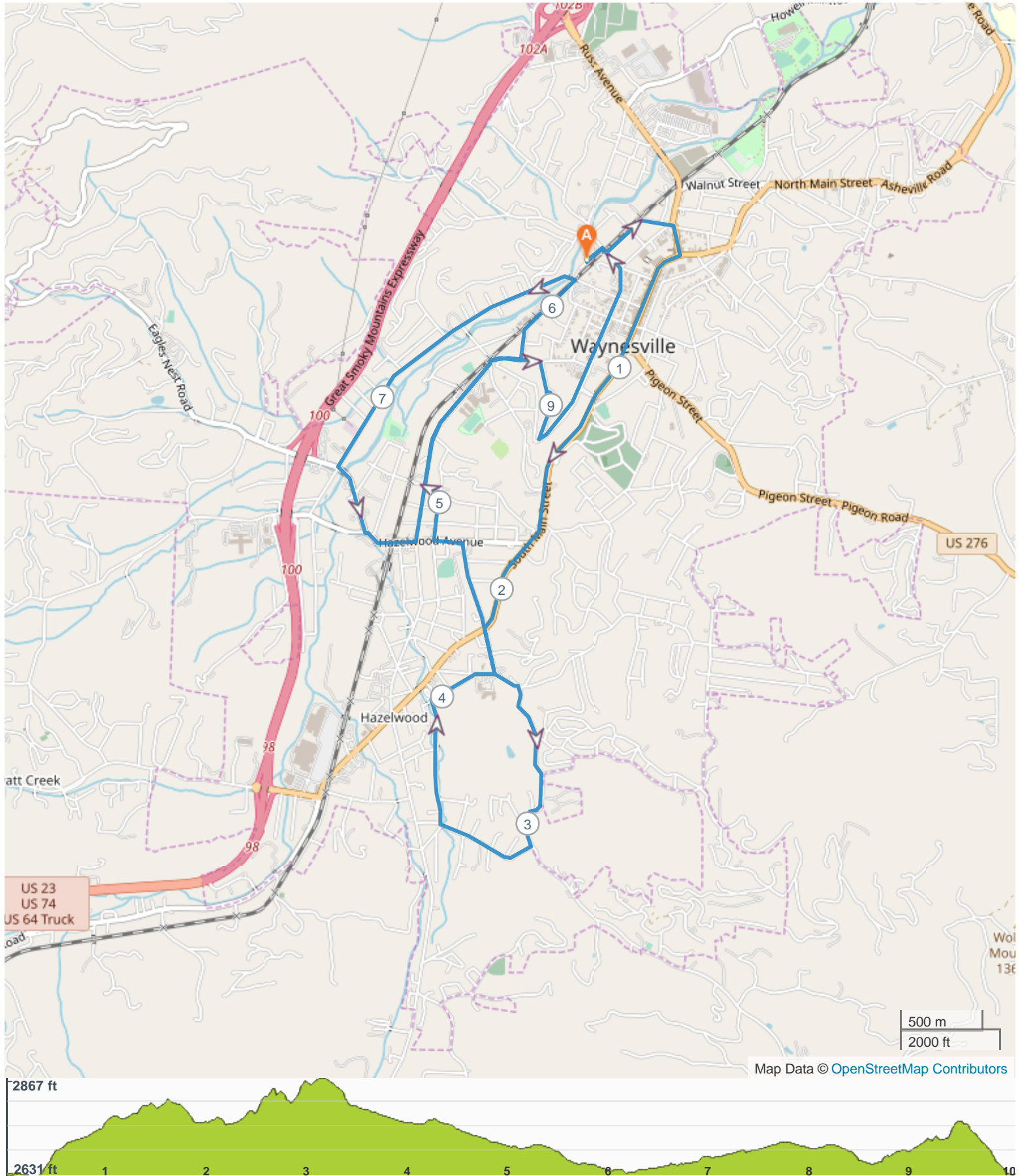


Google Earth

100 ft



# Waynesville Tem Miler

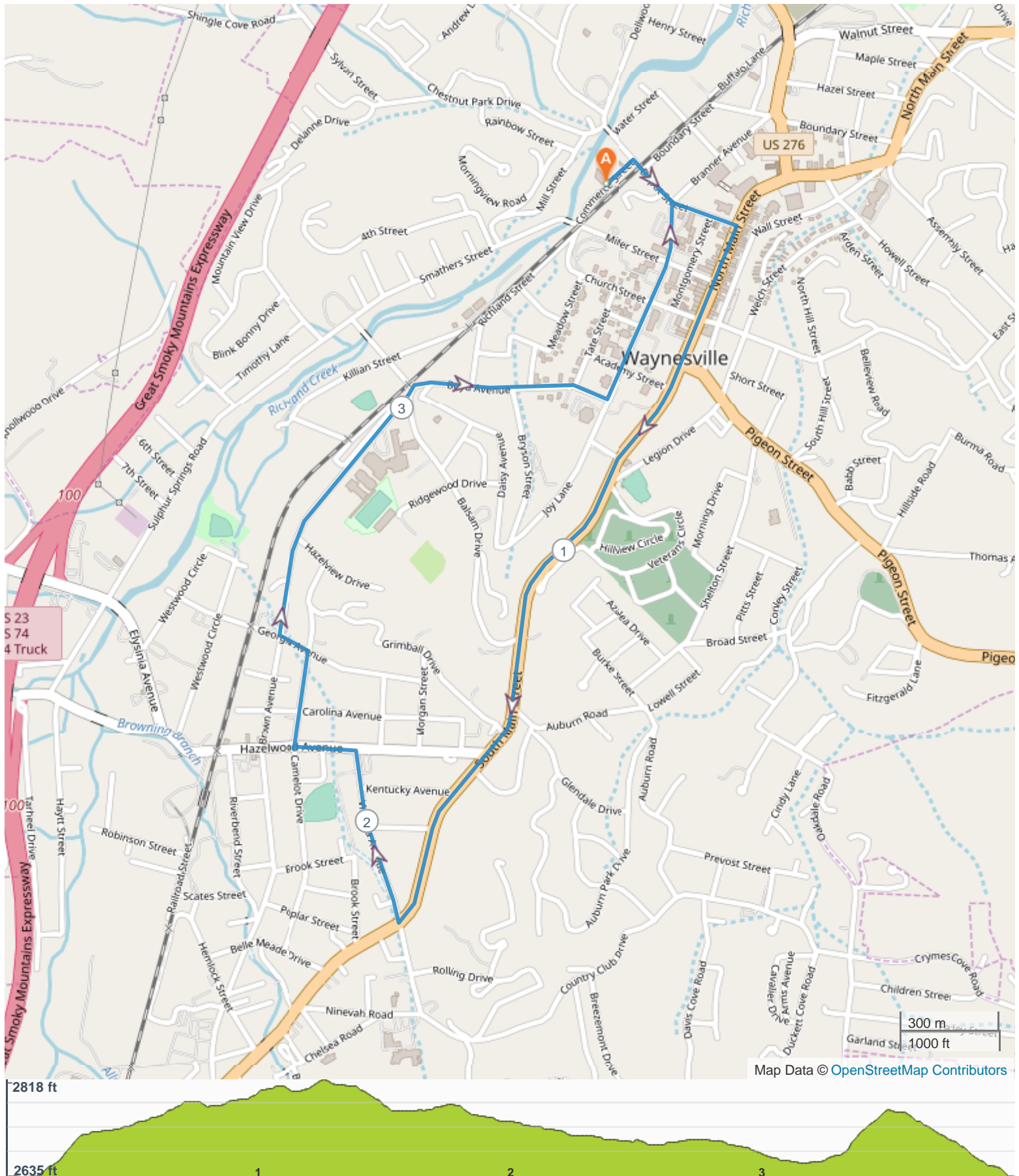


## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	1.403		Keep left onto Hillview Circle
2	1.437	↙	Turn sharp left onto South Main Street
3	2.167	←	Turn left onto Country Club Drive
4	2.341	↖	Turn slight left onto Country Club Drive
5	2.437	→	Turn right onto Longview Drive
6	2.647	↗	Keep right onto Longview Drive
7	2.794	→	Turn right onto Willow Road
8	3.031	↖	Turn slight left onto Willow Road
9	3.099	↖	Turn slight left onto Camp Branch Road
10	3.105	←	Turn left onto Camp Branch Road
11	3.487	→	Turn right onto Browning Road
12	3.958	→	Turn right onto Chelsea Road
13	4.152	↗	Turn slight right onto Ninevah Road
14	4.224	↙	Turn sharp left onto Country Club Drive
15	4.733	←	Turn left onto Hazelwood Avenue
16	4.848	→	Turn right onto Camelot Drive
17	5.030	←	Turn left onto Georgia Avenue
18	5.091	→	Turn right onto Brown Avenue
19	5.632	↗	Turn slight right onto Boyd Avenue
20	5.751	→	Turn right onto Richland Street
21	5.873	↗	Turn slight right onto Richland Street
22	6.129	↙	Turn sharp left onto Miller Street
23	7.309	←	Turn left onto Elysina Avenue
24	7.582	←	Turn left onto Hazelwood Avenue
25	7.788	→	Turn right onto Brown Avenue
26	8.542	↗	Turn slight right onto Boyd Avenue
27	8.730	→	Turn right onto Bryson Street
28	8.892	←	Turn left
29	8.902	←	Turn left
30	8.938	←	Turn left
31	8.955	↙	Turn sharp left onto Bryson Street
32	9.140	↙	Turn sharp left onto Joy Lane

No	Miles	Turn	Directions
33	9.864	↖	Turn slight left onto Depot Street
34	9.970	←	Turn left onto Commerce Street
35	10.047		FINISH

# Mighty Four Miler





## ROUTE DIRECTIONS

No	Miles	Turn	Directions
1	0.000		Start on Commerce Street
2	0.069	➔	Turn right onto Depot Street
3	0.175	↖	Keep left onto Depot Street
4	0.305	↵	Turn left onto North Main Street
5	1.057		Keep left onto Hillview Circle
6	1.069	↙	Turn sharp left onto South Main Street
7	1.798	↘	Turn sharp right onto Virginia Avenue
8	2.133	↵	Turn left onto Hazelwood Avenue
9	2.248	↵	Turn left onto Camelot Drive
10	2.440	↵	Turn left onto Georgia Avenue
11	2.501	➔	Turn right onto Brown Avenue
12	3.042	↗	Turn slight right onto Boyd Avenue
13	3.414	↵	Turn left onto South Haywood Street
14	3.806	↘	Turn sharp right onto Depot Street
15	3.925	↵	Turn left onto Commerce Street
16	3.994		FINISH

**TOWN OF WAYNESVILLE COUNCIL MEETING  
REQUEST FOR BOARD ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** Purchase of Merakal LLC. Digital Evidence Storage Cabinet

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Police  
**Contact:** Chief David Adams  
**Presenter:** Chief David Adams / Asst. Chief Gilmore

**BRIEF SUMMARY:**

We are requesting a budget amendment to purchase a Digital Evidence Cabinet designed for RF shielding, charging, and locking cell phones and tablets. This equipment is critical to evidence preservation for developing and extracting information for criminal prosecutions.

The cost is \$6,670.38 and I am asking that the funds be moved from our NC Unauthorized Substance Tax Account to complete the transaction.

**MOTION FOR CONSIDERATION:**

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

 5/10/2024  
Rob Hites, Town Manager Date

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

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**TOWN OF WAYNESVILLE TOWN COUNCIL**  
**REQUEST FOR COUNCIL ACTION**  
**Meeting Date: May 14, 2024**

**SUBJECT:** Final Mural Concept for the Pigeon Community Multicultural Development Center (PCMDC)

**AGENDA INFORMATION:**

**Agenda Location:** Presentations  
**Item Number:**  
**Department:** Waynesville Public Art Commission  
**Contact:** Jesse Fowler, Assistant Town Manager  
**Presenter:** Jesse Fowler, Assistant Town Manager

**BRIEF SUMMARY:**

At the February 27<sup>th</sup> meeting, Council voted unanimously to commission Kristy McCarthy for the fabrication and installation of a public art installation to be located at the Pigeon Community Multicultural Development Center (PCMDC). On April 10<sup>th</sup>, Kristy hosted a community listening session at the PCMDC where members of the Pigeon Community and alumni were invited to share stories, photos, and memories with the artist. Community members were able to help shape the final concept of the mural and incorporate their chosen theme of:

**Past:** Black education in rural America

**Present:** Safe place; security; community

**Future:** Voice of many

At a special called meeting of the Waynesville Public Art Commission, Kristy presented a draft of the final concept that included the Pigeon Community feedback. The WPAC unanimously voted to approve the mural with revisions. The members of the PCMDC had more constructive feedback for the artist at the special meeting, so Kristy gave the PCMDC more time to discuss their vision. Ms. McCarthy presented the final draft of the mural on May 7<sup>th</sup>, with revisions, at which point the PCMDC Board of Directors voted to approve the mural. The Waynesville Public Art Commission comes to Council for their approval of the final concept of this mural.

Barring approval, on June 22<sup>nd</sup>, the PCMDC will host a community painting party where residents can join Kristy in painting the mural. The week of June 24<sup>th</sup>, with the help of two WCU art students, Jerel Tavares and Miguel Perez, Kristy will install the mural on the PCMDC. The unveiling ceremony will be on Saturday June 29<sup>th</sup>.

**MOTION FOR CONSIDERATION:**

Motion to approve Kristy McCarthy's final concept for the Pigeon Community Multicultural Development Center and to move forward with the mural installation.

**FUNDING SOURCE/IMPACT:** The Waynesville Public Art Commission was awarded a Haywood

County Tourism and Development Grant in the amount of \$15,000 and has raised approximately \$7,500 in order to fund this project. The WPAC is currently waiting on the approval or denial of a second \$15,000 T-Mobile Grant that would fund the remainder of the project. The WPAC currently has enough money within their fund balance to fund the remainder of the gap in cost.

**ATTACHMENTS:**

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**

The Waynesville Public Art Commission has worked very closely with the Pigeon Community Multicultural Development Center throughout this process in order to develop a theme, and a vision for this project that will result in a completed piece which they are proud of, and that the Town is proud of.

**TOWN OF WAYNESVILLE COUNCIL MEMBERS  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** National Public Works Week

**AGENDA INFORMATION:**

**Agenda Location:** New Business  
**Item Number:**  
**Department:** Public Services  
**Contact:** Jeff Stines, Director of Public Services

**Presenter:** Mayor Gary Caldwell

**BRIEF SUMMARY:** May 19, 2024 – May 25, 2024, is National Public Works Week. These employees go above and beyond every day and do an outstanding job to serve the citizens of Waynesville. Spending countless, tiring hours day and night to accomplish any task given.

**MOTION FOR CONSIDERATION:** To proclaim May 19, 2024 – May 25, 2024, National Public Works week in Waynesville N.C.

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

**ATTACHMENTS:**

- National Public Works Week Proclamation

**MANAGER’S COMMENTS AND RECOMMENDATIONS:**



## National Public Works Week Proclamation

May 19–25, 2024

“Advancing Quality of Life for All”

WHEREAS public works professionals focus on infrastructure, facilities, and services that are of vital importance to sustainable and resilient communities and to the public health, high quality of life, and well-being of the people of **Town of Waynesville, N.C.**; and,

WHEREAS, these infrastructure, facilities, and services could not be provided without the dedicated efforts of public works professionals, who are engineers, managers, and employees at all levels of government and the private sector, who are responsible for rebuilding, improving, and protecting our nation’s transportation, water supply, water treatment and solid waste systems, public buildings, and other structures and facilities essential for our citizens; and,

WHEREAS it is in the public interest for the citizens, civic leaders, and children in the **Town of Waynesville, N.C.** to gain knowledge of and maintain an ongoing interest and understanding of the importance of public works and public works programs in their respective communities; and,

WHEREAS the year 2024 marks the 64<sup>th</sup> annual National Public Works Week sponsored by the American Public Works Association/Canadian Public Works Association be it now,

RESOLVED, I, **Mayor Gary Caldwell**, do hereby designate the week May 19–25, 2024, as National Public Works Week. I urge all citizens to join with representatives of the American Public Works Association and government agencies in activities, events, and ceremonies designed to pay tribute to our public works professionals, engineers, managers, and employees and to recognize the substantial contributions they make to protecting our national health, safety, and advancing quality of life for all.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Seal of the State (to be affixed),

DONE at the **Town of Waynesville, N.C.** this 14th day of May 2024.

**Town of Waynesville**

**[INSERT OFFICIAL SEAL]**

**TOWN OF WAYNESVILLE COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** Public Hearing to consider a Longview Subdivision Conditional District Map Amendment (Rezoning) Application, sections 2.7 and 15.15 of 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 3.49-acre portion of the 102-acre property at 176 Country Club Drive (PIN 8604-99-9023) is proposed as a subdivision of 12 lots for single-family homes. The area is within Waynesville Inn and Golf Country Club's property and within the corporate limits of the town. The applicant is requesting a Conditional District Rezoning in order to develop the property on 12 individual lots of varying sizes and, as the application states, "with the balance of the development areas to remain in a private common area as represented on the attached master plan." The project is seeking flexibility in lot size, lot width, pedestrian facilities, civic space, alternative landscape plan, and driveway.

If approved, the request would amend the zoning map and create a Country Club Residential Low Density Conditional District (CC-RL-CD). It would relax the LDS requirements specifically for that property and as shown on the proposed master plan.

Conditional Districts are handled in the same way as a text or map amendment. The Planning Board holds a hearing and makes a recommendation to the Town Council. The Planning Board held the hearing on this CD application on February 26, 2024 and continued the hearing on March 18, 2024. **The Planning Board Report with recommendations is attached.** Since the Planning Board's hearing, the applicant has addressed some of the Board and community's concerns and provided additional information on building elevations, materials, and design guidelines.

**MOTIONS FOR CONSIDERATION:**

1. Motion to find the Conditional District Map Amendment as proposed (or amended) as being consistent / inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.
2. Motion to approve/deny/approve with conditions the Conditional District Map Amendment.

**FUNDING SOURCE/IMPACT:**

N/A

**ATTACHMENTS:**

- Planning Board Report
- Staff report
- Draft Ordinance
- Worksheets: Conditional District and Consistency Statement
- Proposed site plan and building elevations



- Application materials (application, environmental survey, requested conditions, payment, agent authorization forms)
- Property maps and images (topo, zoning, floodplain)
- Utilities letter
- Public notices
- Neighborhood meeting documents
- LDS, 2035 Comp. Plan, Building and Fire codes are incorporated by reference

**MANAGER'S COMMENTS AND RECOMMENDATIONS:**



To: Waynesville Town Council  
From: Olga Grooman, Land Use Administrator  
Date: March 26, 2024  
Subject: Planning Board Report and Statement of Consistency  
Description: Conditional District Rezoning  
Project: Longview Subdivision  
Location: 3.49-acre portion of the 102-acre property at 176 Country Club Drive (PIN 8604-99-9023)


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

A motion was made by board member Tommy Thomas and seconded by board member John Baus  
**to recommend denial of this Conditional Zoning District to the Town Council because:**

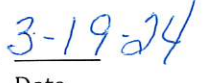
- The applicant is requesting leniencies in all major categories of the zoning ordinance, including lot size, lot widths, setbacks, sidewalks, civic space, landscaping, and driveway spacing;
- The predominant concerns were lot sizes, widths, and setbacks being out compliance with the Low Density District requirement of the zoning;
- The board also expressed concerns about the lack of clear design guidelines for the houses to be constructed;
- The board considers this type of development to be more of a cottage development that would need to comply with all relevant provisions of the cottage ordinance; and
- The proposed development does not show reasonable compliance with our Land Development Standards and does not provide any accommodation or benefit to the surrounding community.

The motion was carried with four (4) board members voting not to recommend the proposal and three (3) board members voting to recommend the proposal to the Council.

  
Ginger Hain, Planning Board Vice Chair

  
Date

  
Esther Coulter, Administrative Assistant

  
Date

**Waynesville Town Council Staff Report**  
**Longview Conditional District Map Amendment (Rezoning) Application**  
**Legislative Hearing**

**Meeting Date:** May 14, 2024  
**Project:** Longview Subdivision Conditional District  
**Location:** 3.49-acre portion of the property at 176 Country Club Drive (PIN 8604-99-9023)  
**Zoning District:** Country Club Residential Low Density (CC-RL)  
**Owner:** WGC Hospitality, LLC  
**Applicant:** WGC Hospitality, LLC (Authorized Agents: Patrick Bradshaw, Emily Clark, Dave Braun)  
**Presenter:** Olga Grooman, Land Use Administrator, Development Services

**Background:**

The 3.49-acre portion of the 102-acre property at 176 Country Club Drive is proposed as a subdivision of 12 lots for single-family homes. The area is within Waynesville Inn and Golf Country Club's property and within the corporate limits of the town. The applicant is requesting a Conditional District Rezoning in order to develop the property on 12 individual lots of varying sizes and, as the application states, "with the balance of the development areas to remain in a private common area as represented on the attached master plan." The project is seeking flexibility in lot size, lot width, pedestrian facilities, civic space, alternative landscape plan, and driveway. The requests are described in detail below.

If approved, the request would amend the zoning map and create a Country Club Residential Low Density Conditional District (CC-RL-CD). It would relax the LDS requirements specifically for that property and as shown on the proposed master plan. According to Waynesville Land Development Standards (LDS), section 15.15:

"Conditional Districts (Section 2.7) are districts with conditions voluntarily added by the applicant and approved in a legislative procedure by the Town Council in accordance with G.S. 160D. Conditional Districts provide for orderly and flexible development under the general policies of this Ordinance without the constraints of some of the prescribed standards guiding by-right development."

Conditional Districts are handled in the same way as a text or map amendment legislative procedure. The Planning Board holds a hearing and has to determine if this request is consistent with the Comprehensive Land Use Plan and is reasonable and in the public interest. Per LDS 15.2.3 and 15.15.2. A-B, "the Planning Board shall review the application and make a recommendation relevant to the following: uses proposed, compatibility with surrounding property, area impacts and adequate facilities, infrastructure, building and site design, immediate context and compatibility, etc." If approved, the site plan and CD designation replace any conflicting development regulations which would otherwise apply.

Per LDS 15.15.2. D, "the Planning Board may recommend and the Town Council may attach reasonable and appropriate conditions including, but not limited to the location, nature, hours of operation and extent of the proposed use." Such conditions or additional standards that the Board imposes shall be limited to improve conformance with the existing ordinance and/or address expected impacts generated by the development and use of the site. The applicant has a reasonable opportunity to consider and respond to any conditions and site-specific standards proposed by the Planning Board or Council prior to final action."

WGC Hospitality, LLC gave permission to Patrick Bradshaw, Emily Clark, and Dave Braun to represent the project and appear before the Council (*see Authorization forms*). The applicant met with the Town's Technical Review Committee back on November 29, 2022 and submitted the Cond. District application on

January 29, 2024. The Planning Board held the hearing on this CD application on February 26, 2024 and continued the hearing on March 18, 2024. Staff provided notices of the 5/14/24 Council public hearing in the Mountaineer newspaper (5/1/24 and 5/8/24), by posting the property (4/24/24), and via first-class mail to adjacent property owners within 500 ft (4/24/24).

Per LDS section 15.3.7, the project team held the neighborhood meeting at Waynesville Inn and Golf Club on February 19, 2024. The developer also held the second neighborhood meeting on March 14, 2024. The meeting notes are attached in the exhibits.

### **Conditional District Application and Ordinance Request:**

A subdivision of 12 residential units is proposed on the 3.49-acre portion of the property along Longview Drive. Single-family dwellings are permitted outright in CC-RL (LDS 2.5.3). Chapter 17.3 of the LDS defines this use:

**“Dwelling—Single-Family.** A free standing building designed for and/or occupied by one household. These residences may be individually owned as residences or residences owned by rental or management companies. Also includes factory-built, modular housing units that comply with NC State Building Code.”

The applicant provided an environmental survey and a master plan as a part of the application. The applicant has also provided a Map Amendment Conditional District Application and a summary of requests associated with the site plan. The requests are described in red below. After the Planning Board hearings in order to address some of the community’s concerns, the applicant also provided additional information on building height, design guidelines, and materials. Each home will be custom-built for the owners.

### **Zoning Compliance:**

- **District Provisions and Dimensional Requirements (LDS Chapters 2-4):**

The subject property lies within Country Club Residential Low Density (CC-RL) district, which has the following purpose and intent statement (LDS 2.3.1):

**“The Country Club Residential—Low Density District (CC-RL)** is an area predominately comprised of large lot subdivisions with the Waynesville Country Club serving as its social and recreational center. While single-family homes are the dominant residential use in this area, townhouses and accessory apartments are also permitted. Connections to the South Main Street Business District should be enhanced as new development takes place. A residential scale is required for all new development. Tree preservation and proliferation along the South Main Street corridor is critical to the ambiance of the area.”

Single-family dwellings are permitted outright without supplemental standards in CC-RL (LDS 2.5.3). Other residential uses that are permitted outright and without additional standards in CC-RL are two-family dwellings, townhomes, and cottage development.

### **LDS 2.4.2 Dimensional Standards:**

- CC-RL is a residential district with a base density of 6 units/acre and up to 12 units/acre with a special use permit. The project proposes 12 units on 3.49 acres and is within the base density.
- CC-RL has a minimum size of 0.5 acre and a minimum lot width of 60 ft. **As a part of the Cond. District, the developer is asking for leniency in minimum lot size and width standards.** The proposed subdivision of 12 units will have various lot sizes, ranging from 0.13 acre to 0.27 acre.

- CC-RL has a minimum lot width of 60 ft. Per LDS 17.4, **lot width** is “ the distance between side lot lines measured at the front building line.” Although the developer is asking for leniency from the minimum district’s lot width of 60 ft, the project is compliant with this requirement as shown on the plan (*see attached scaled, colored plan*). **The Council may still consider this request in case house placements will need to be modified on individual lots.**
- CC-RL has the following setbacks: front, street side, and rear- 20 ft, side from adjacent lot- 10 ft, and setback between buildings is 15 ft (10 ft min.). **The developer is asking to waive setback requirements for Cond. District.** The building separation will still meet building and fire code requirements. In the application materials, the developer states:

“Being part of the historic Waynesville Country Club property and parent tract, this specific proposed conditional district area, even upon further subdivision would continue to retain the same privileges afforded to the parent tract with respect to Golf Course/ Country Club...”

- Minimum pervious surface requirement in CC-RL is 20%. The project uses 3.49-acre portion of the 102-acre property. Compliant.
- Maximum building height is 3 stories. Maximum height for CC-RL is 3 stories and 60 feet, “measured from the highest adjacent grade to the top of a flat roof or the peak of a sloped roof.” LDS defines a story as “a habitable level within a building of no more than 14 feet in height from finished floor to finished floor, not including space above the eaves and within the slope structure of a pitched roof (LDS 2.4.1 and 4.4.2 A-B). **The applicant submitted building elevations indicating that the houses will be a maximum of 35 feet tall from the lowest level of the finished floor to the top of the roof.** It is compliant with the LDS.

LDS 4.3 Basic Lot and Use Standards: The plan shows that houses appear to front the proposed internal roadway and Longview Drive, and that would be compliant with the requirement that “all lots shall front upon a public street right-of-way or a driveway constructed to the standards of this ordinance.” **Because the primary entrances are not indicated on the plan and developer is asking for leniency from this section of the ordinance, further clarification is needed on whether the units will face the internal roadway or the golf course.**

- **Building Design Guidelines (LDS Chapter 5.8 House/ Townhouse/ Apartment):**

LDS 5.8.1 Applicability: The applicant asked for design flexibility as a part of the Cond. District. However, house building types on lots 50 ft or greater in width are exempt from the design guidelines. None of the lots shown are narrower than 50 ft.

The developer indicates that each home will be individually designed and reviewed by the HOA. To address Planning Board and community concerns, the applicant has submitted the architectural design guidelines that are attached to your agenda packet:

- Deed restricted Architectural Design Guidelines:
  1. Compatible Architectural Styles
  2. Height Restriction – 35’ max building height
  3. Square footage maximum – 3,200 sq ft
  4. Materials – natural materials or composite materials replicating natural materials are preferred (no vinyl or PVC materials are allowed)

5. Colors – earth tones and colors indicative of local architectural styles
  - Architectural Review Committee – 4 step review and approval process.
  - The committee is comprised of design professionals and development team members.
  - Licensed General Contractors must be approved by the Architectural Review Committee.
- **Infrastructure (LDS Chapter 6):**

The plan indicates the location of proposed water and sewer service lines. Public Services Director (Jeff Stines) confirmed via attached letter that the Town could provide water and sewer distribution to this development. The Country Club had a hotel that was demolished a few years back, and that freed sewer allocations for the property. Additionally, the developer has provided the memorandum by the NC DEQ that is attached to your agenda. It clarifies the calculations for new sewer allocations, as established by the State. Based on it, our Public Services Director has confirmed via the attached letter that the Town can allocate sewer for this project.

LDS 6.4. Connectivity: the project will connect to Longview Drive on both sides of the development via a proposed 20 ft roadway (“Lane”). The Fire Marshall and Building Inspections requested the proposed lane to be wider at both fire hydrant locations (past entrances) for fire access and to avoid blocking the road with fire trucks. At both hydrant locations, the lane needs to be at least 26 ft wide. The plan needs to be adjusted prior to issuance of the building permit. The developer agreed to comply with this requirement in his application.

LDS 6.6 Street Classification: As a part of Cond. District, the developer asks:

“Due to the limited number of homes and low traffic volumes generated by the development, allow the developer to provide new transportation infrastructure per LDS 6.6.2. E- Lane design standards with a 20 ft driving width and not having a maximum length to allow connection to Longview Drive.”

The proposed Lane design within the development has been reviewed by Town’s zoning, building inspectors, fire, and public services. The staff finds that this “Lane” design as a street type is appropriate for this development with one addition of widening the road at fire hydrants, as noted above. In general, a Lane is a 20-ft wide street, maximum 800 ft-long, with a 5-ft sidewalk on one side (LDS 6.6.2. E). The plan shows these elements and in compliance with LDS Lane design standards.

LDS 6.6, 6.8- Pedestrian Facilities: LDS 6.8.1 states that “alternative facilities may be considered in RL District.” The project proposes a 5-ft sidewalk along the new roadway within the development (a.k.a. Lane). Due to the steep topography of the site along the edge of the road and in consideration of pedestrian safety, staff submits that a sidewalk along the new Lane and away from the steep and curved areas of Longview Drive is appropriate and preferred. The sidewalk will connect to Longview Drive on both ends of the Lane.

Additionally, staff recommends a condition that the developer grants an easement to the Town on the Country Club’s property, along the northern part of Longview Drive, for the Town to construct a public sidewalk in order to fill the existing gaps in the neighborhood

LDS 6.10: Transportation Impact Analysis: the project does not fall under any of the thresholds.

- **Civic Space (LDS Chapter 7):**

The lots are created within the Existing Golf Course and its amenities. The developer is asking for credit for existing amenities. The staff finds it appropriate because dozens of acres of golf course and its amenities will greatly exceed a 5% civic space requirement (LDS 7.3: 0-14 lots / units require 5% civic space).

- **Landscape (LDS Chapter 8):**

The applicant is requesting to remove specific requirements of this section and prepare a “site specific landscape plan commensurate with the nature of the plantings contemplated on the Master Plan. Per LDS 8.2.4, “alternative landscaping plans may be used where unreasonable or impractical situations would result.” The situations include but not limited to lot configurations, topography, utility easements, or other site conditions.

The project shows a conceptual Landscape Plan in the application materials (*see colored copy*). It includes several dense tree areas along Longview Drive and canopy trees along the newly proposed Lane within the development.

LDS 8.4.1 Buffer: There is no buffer requirements for adjacent properties because the project is surrounded by the areas within Low Density district.

LDS 8.7: All dumpsters, loading docks, or utility structures visible visible from a public street or adjacent property shall be screened. None are shown on the plan.

- **Parking and Driveways (LDS Chapter 9):**

The applicant asks the removal of the requirements of this section. The proposed development will include the internal roadway within the development (Lane). It shows general compliance with Town’s street classification as described in LDS section 6 above.

LDS 9.8.3 Driveway Access: Each lot will include individual driveways that will connect to the proposed Lane within the development. Individual residential driveways shall have a width of 10 ft minimum. The proposed plan is compliant. The minimum spacing between the driveways in RL district is 40 ft. The developer asks to remove specific requirements, as stated above. Each driveway will connect to the Lane within the development traveled only by the residents. The proposal has been reviewed by Town’s public services, fire, and building inspections with no additional comments or concerns.

LDS 9.2, 9.3 Parking Requirements: one parking spot is required per single-family unit. Parking location for houses in RL district can be at the front (such as on proposed driveways), side, or rear yard. Compliant.

- **Lighting (LDS Chapter 10):**

No additional lighting is proposed. Otherwise, detailed lighting plan will be required.

- **Signage (LDS Chapter 11):**

All signage will require a sign permit.



- **Environmental (LDS Chapter 12):**

The applicant provided the environmental survey prepared by the CDC engineering firm. It contains the following information:

- ✓ Current conditions (grassy area, part of golf course)
- ✓ The property is not in the floodplain
- ✓ There are no jurisdictional wetlands or streams on site
- ✓ Soil classification (a mix of well-drained soils)
- ✓ Proposed erosion control measures (silt fences, sediment basins, temporary diversion ditches)
- ✓ Because the project will disturb more than an acre, they will obtain Erosion and Sedimentation permit from the state. The Town will need a copy
- ✓ The plan shows post-construction stormwater conveyance systems (pipes). The applicant also submitted stormwater management narrative. The development does not require a stormwater permit because the project will decrease the impervious surface on site (previously removed golf course paths) and treat runoff by the existing Gold Course pond adjacent to the proposed Longview Development (*see application materials*).

**Consistency with the 2035 Comprehensive Land Use Plan**

Staff submits that this Conditional District request is consistent with the 2035 Comprehensive Plan's goals:

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

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

Goal 2: Create a range of housing opportunities and choices.

- Encourage new housing inside Waynesville's city limits and Extraterritorial Jurisdiction (ETJ)
- Promote a diverse housing stock including market rate, workforce housing and affordable options that appeal to a variety of households

In the application materials, the applicant states:

"This development provides infill and context-sensitive development and will enhance an already established and attractive neighborhood. The development will add to the range of housing opportunities within the Town, and by limiting the required land area through the use of smaller lots it will serve to protect the natural resources by applying a conservation design to previous golf course land that will enhance the Waynesville Golf Club redevelopment."

Although the district is classified low-density in LDS, the property is designated as *Residential- Medium to High Density* on the Future Land Use Map within 2035 Comp Plan:

"Located on lands suitable for higher density residential development that are readily accessible and where utilities are available. Uses are the same as those in the low/medium category above but with increased densities generally five to ten units per acre (5-10 units /acre) with some higher density in the Urban Residential zoning district and/or with Special Use Permits. Development should provide sidewalks or multi-use paths and connect to parks, schools, and commercial areas."

Although this Country Club's property is designated for *medium/high density* on the Future Land Use Map, it is surrounded by properties designated as *Residential- Low to Medium Density*. It means that the long-range vision for the Country Club specifically is to develop as medium to higher density.

**Motions for Consideration:**

1. Motion to find the Conditional District Map Amendment as proposed (or amended) as being consistent / inconsistent with the 2035 Land Use Plan and reasonable and in the public interest.
2. Motion to approve/deny/approve with conditions the Conditional District Map Amendment.

**Attachments:**

- Cover sheet
- Planning Board Report
- Draft Ordinance
- Worksheets: Conditional District and Consistency Statement
- Proposed site plan and building elevations
- Application materials (application, environmental survey, requested conditions, payment, agent authorization forms)
- Property maps and images (topo, zoning, floodplain)
- Utilities letter
- Public notices
- Neighborhood meeting documents
- LDS, 2035 Comp. Plan, Building and Fire codes are incorporated by reference

*DRAFT FOR COUNCIL CONSIDERATION*

**ORDINANCE NO.**

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

**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 Council finds the proposed Conditional District map amendment to the Official Land Development Map (Zoning Map) is **consistent /inconsistent** with the 2035 Comprehensive Plan and that it is reasonable and in the public interest because it supports the following:

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

- Encourage in-fill, mixed use, and context-sensitive development.
- Reinforce the unique character of Waynesville

Goal 2: Create a range of housing opportunities and choices.

- Encourage new housing inside Waynesville's city limits and Extraterritorial Jurisdiction (ETJ)
- Promote a diverse housing stock including market rate, workforce housing and affordable options that appeal to a variety of households

**WHEREAS**, the proposed Conditional District is designated as *Residential- Medium to High Density* on the Future Land Use Map within 2035 Comp Plan; and

**WHEREAS**, the Planning Board has reviewed and **recommends denial** the proposed map amendment for enactment by the Town Council; and

**WHEREAS**, after notice duly given, a public hearing was held on **February 26, 2024** at the specially called meeting of the Planning Board and continued on **March 18, 2024** at the regular meeting of the Planning Board, and a public hearing was held on **May 14, 2024** at the regularly scheduled meeting of the Town Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON MAY 14, 2024, AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

To adopt / not to adopt the Conditional District Map Amendment for the 3.49-acre portion of the property at 176 Country Club Drive (PIN 8604-99-9023) for the proposed **Longview Conditional District Map Amendment (Rezoning)** with the following conditions attached:

1. Minimum lot size standards for CC-RL shall not apply
2. Minimum lot width standards for CC-RL shall not apply
3. Setback requirements for CC-RL shall not apply
4. Design guidelines shall not apply (LDS Chapter 5)
5. LDS standards for the proposed “Lane” within the subdivision shall not apply (LDS 6.6.2. E)
6. At both hydrant locations, the proposed “Lane” needs to be at least 26 ft wide. The plan needs to be adjusted prior to issuance of the building permit to comply with Fire and Building Codes.
7. Civic space requirements of the LDS Chapter 7 shall not apply as the project claims credit for the existing amenities
8. Landscape requirements of the LDS Chapter 8 shall not apply as the project will propose custom landscaping plan
9. Driveway standards of the LDS Chapter 9 shall not apply

**WHEREAS**, the Development Services staff recommends another condition of approval:

- The developer grants an easement to the Town on the Country Club’s property, along the northern part of Longview Drive, for the Town to construct a public sidewalk in order to fill the existing gaps in the neighborhood.

**ADOPTED** this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

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: May 14, 2024  
Subject: Conditional District Rezoning Statement of Consistency  
Description: Longview Conditional District

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

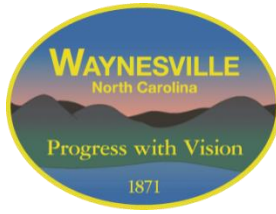
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☐

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  
Subject: Conditional District Rezoning Worksheet  
Project: Longview Conditional District  
Date: May 14, 2024

The Town Council hereby attaches the following conditions for the proposed Conditional District Rezoning:

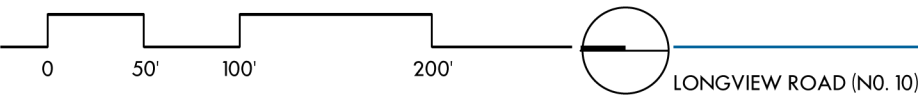
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# PROPOSED SITE PLAN



## WAYNESVILLE INN & GOLF CLUB

WAYNESVILLE, NORTH CAROLINA





# PROPOSED SITE PLAN

PROPOSED SITE PLAN

LOT #1 0.27 ACRES

LOT #2 0.25 ACRES

LOT #3 0.14 ACRES

LOT #4 0.17 ACRES

LOT #5 0.16 ACRES

LOT #6 0.18 ACRES

LOT #7 0.21 ACRES

LOT #8 0.24 ACRES

LOT #9 0.22 ACRES

LOT #10 0.13 ACRES

LOT #11 0.17 ACRES

LOT #12 0.26 ACRES

PROPOSED ROAD RIGHT OF WAY (TYP)

PROPOSED 15' WATER EASEMENT

PROPOSED 5' CONCRETE SIDEWALK (TYP)

PROPOSED 18" CURB & GUTTER (TYP)

PROPOSED 20' WIDE ROAD (CURB-TO-CURB) WITH 36' WIDE ROW (TYP)

PROPOSED 8" SANITARY SEWER SYSTEM (TYP)

PROPOSED CONNECTION TO EXISTING SANITARY SEWER

PROPOSED CONNECTION TO EXISTING WATER MAIN

PROPOSED 20' SANITARY SEWER EASEMENT (TYP)

PROPOSED SINGLE FAMILY LOT (TYP)

PROPOSED LOT LINE (TYP)

PROPOSED RETAINING WALL (5' MAX. HEIGHT)

PROPERTY LINE (TYP)

EXISTING EDGE OF PAVEMENT (TYP)

EXISTING TOWN OF WAYNESVILLE RIGHT OF WAY (TYP)

EXISTING WATER LINE (TYP)

EXISTING GOLF COURSE

HOLE #10

POND

HOLE #18

ADJACENT PROPERTY LINE (TYP)

ELIZABETH D. SCHEVELING REVOCABLE TRUST PIN 8614-09-9122 DB 912 PG 5

ROBERT & SUSAN ANN MOFFAT PIN 8614-19-0020 DB 337 PG 1669

GERRY & LINDA GILBERT PIN 8614-18-0304 DB 942 PG 1908

HARRY B. McCracken, JR. PIN 8614-18-0503 DB 2015E PG

WILLIAM & VICTORIA WHALEN PIN 8614-08-9775 DB 989 PG 148

UNNEA MCADEN PIN 8614-18-0412 DB 928 PG 1494

JAMES & CAROLYN RYALS PIN 8614-08-9584 DB 987 PG 478

ROBERT MITCHELL PIN 8614-08-9676 DB 982 PG 1258

DAVID & BEATRICE FRADY PIN 8614-18-1412 DB 252 PG 83

RUSSELL FRASER, JR. PIN 8614-18-0368 DB 2000E PG 77

LUSSER-RECKER FAMILY TRUST PIN 8614-18-1494 DB 691 PG 328

TREVOR MARKHAM PIN 8614-09-9456 DB 985 PG 787 CAB C SLD 8455

HAZELWOOD PROPERTIES LLC PIN 8614-09-9368 DB 1019 PG 2179

THE BENJAMIN D. FRANKLIN III AND PAMELA F. FRANKLIN JOINT LIVING TRUST PIN 8614-09-9249 DB 888 PG 1578

HEW & ALLISON JOHNSON PIN 8614-09-8680 DB 850 PG 1

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. 168 PATTON AVENUE ASHEVILLE, NC 28801 DAVID BRAUN, P.E. (828) 252-5388
CONTACT:	
SURVEYOR:	MCABEE & ASSOCIATED, P.A. 3 MCABEE TRAIL FARVIEW, NC 28730 (828) 628-1295
CONTACT:	

PIN:	8604-99-9023
ADDRESS:	176 COUNTRY CLUB RD, TOWN OF WAYNESVILLE, NC 28786
DEED BOOK/PAGE:	1027/2044
PROJECT ACREAGE:	3.49± ACRES
CURRENT ZONING:	BEING SPLIT FROM GLUF CLUB PROPERTY. COUNTRY CLUB RESIDENTIAL-LOW DENSITY: CC-RL
PROPOSED ZONING:	COUNTRY CLUB RESIDENTIAL-CONDITIONAL DISTRICT: CC-RL (CD)
PROPOSED USE:	12 SINGLE FAMILY LOTS



## CONDITIONAL DISTRICT - REZONING PLAN

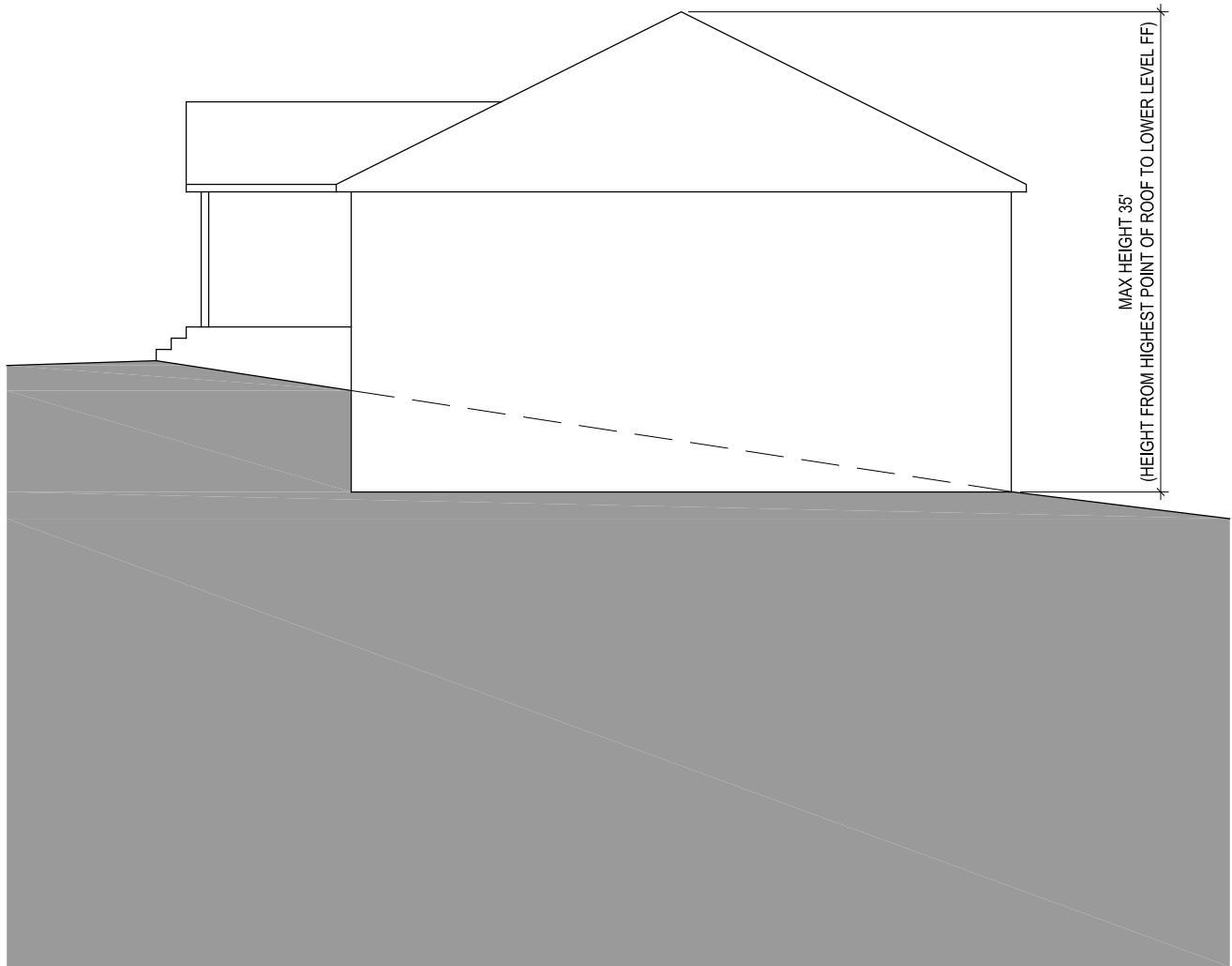
( IN FEET )  
1 inch = 50 ft.

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WGC HOSPITALITY LLC - TOWN OF WAYNESVILLE, NORTH CAROLINA

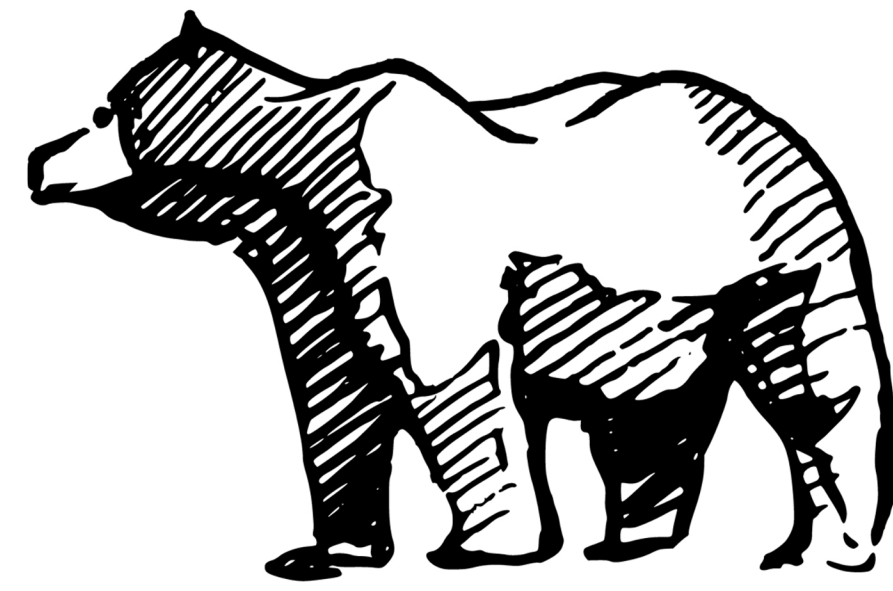
C001

# Building Height



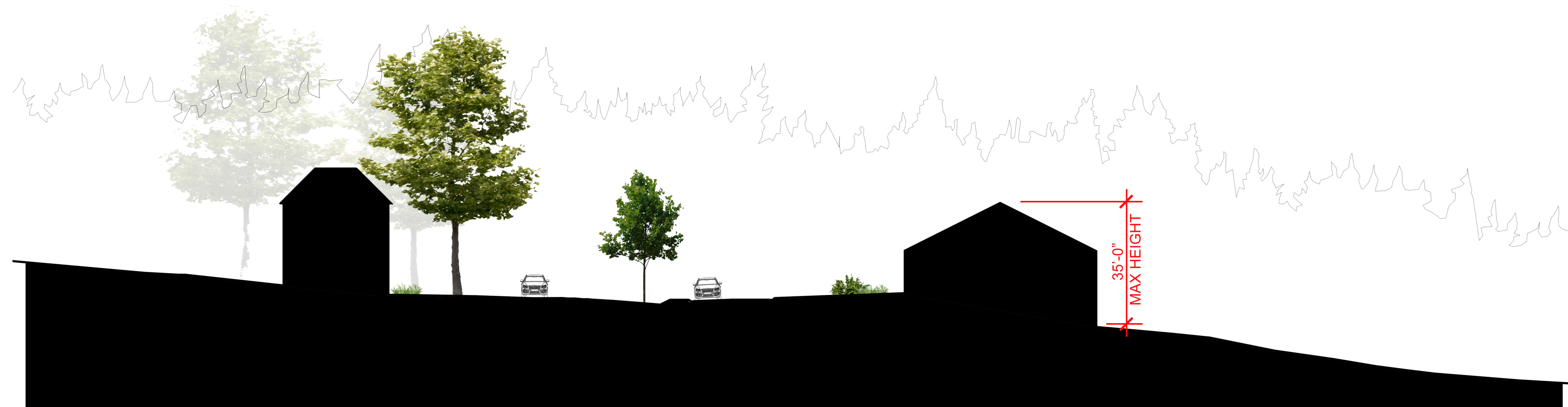
Houses will be a maximum of 35' tall. Height is measured from the lowest level finish floor to the highest point of the roof.





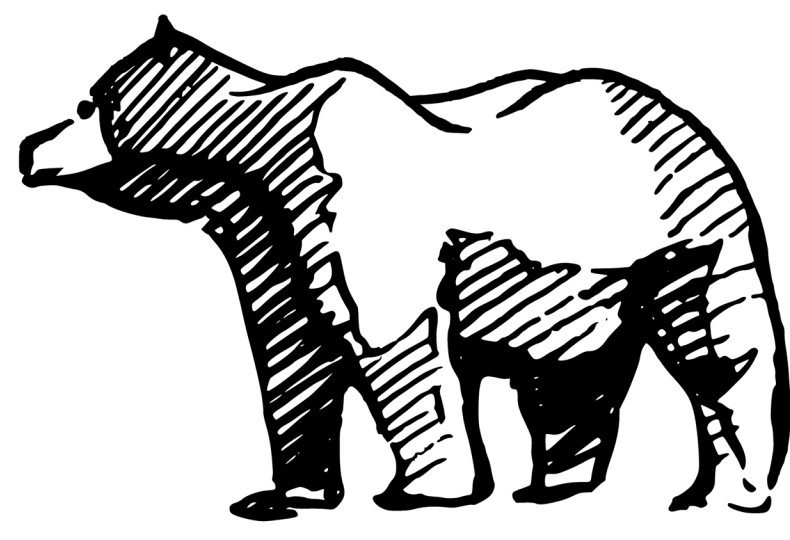
**WAYNESVILLE**  
INN & GOLF CLUB

**Building Height**



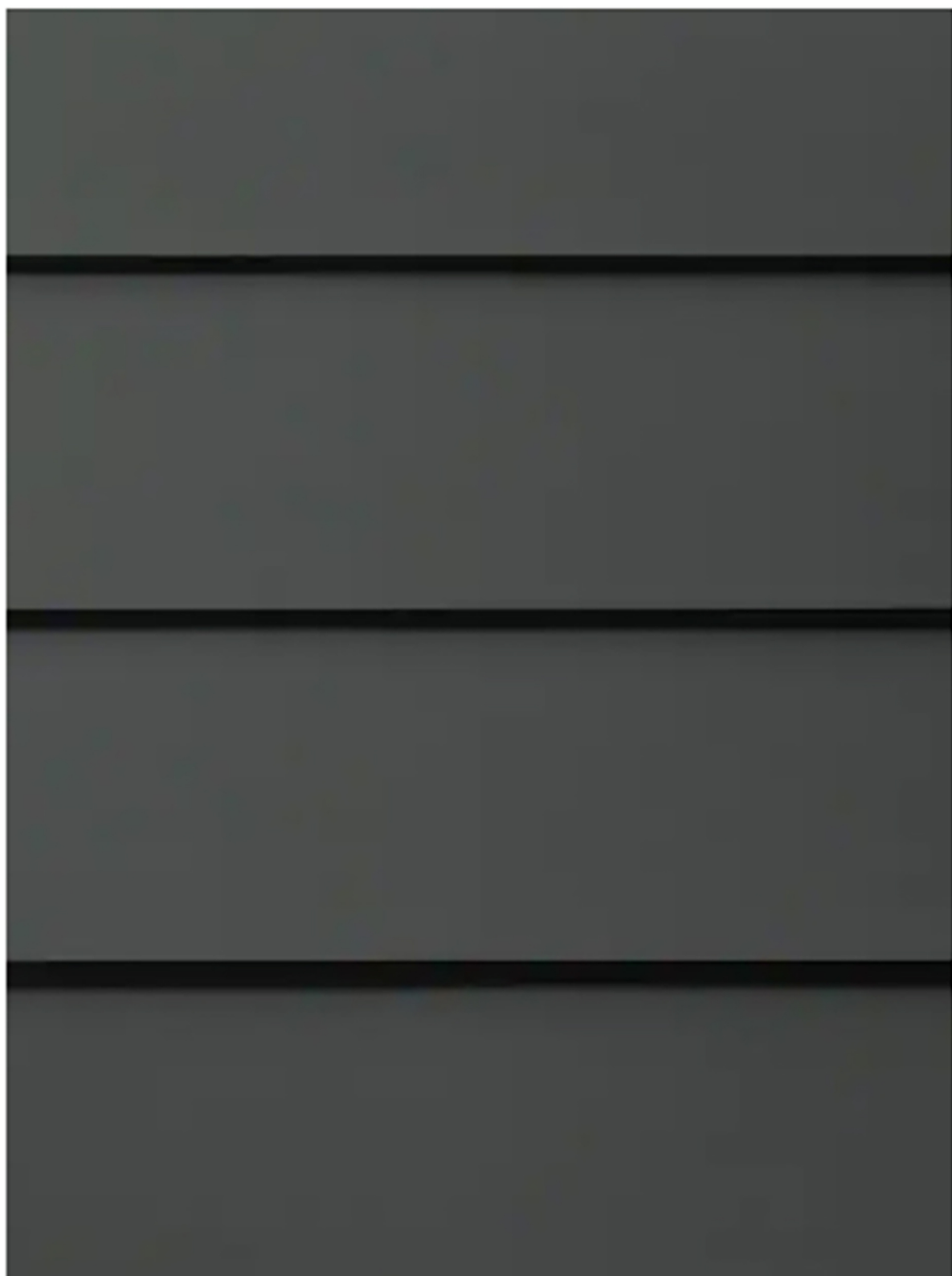
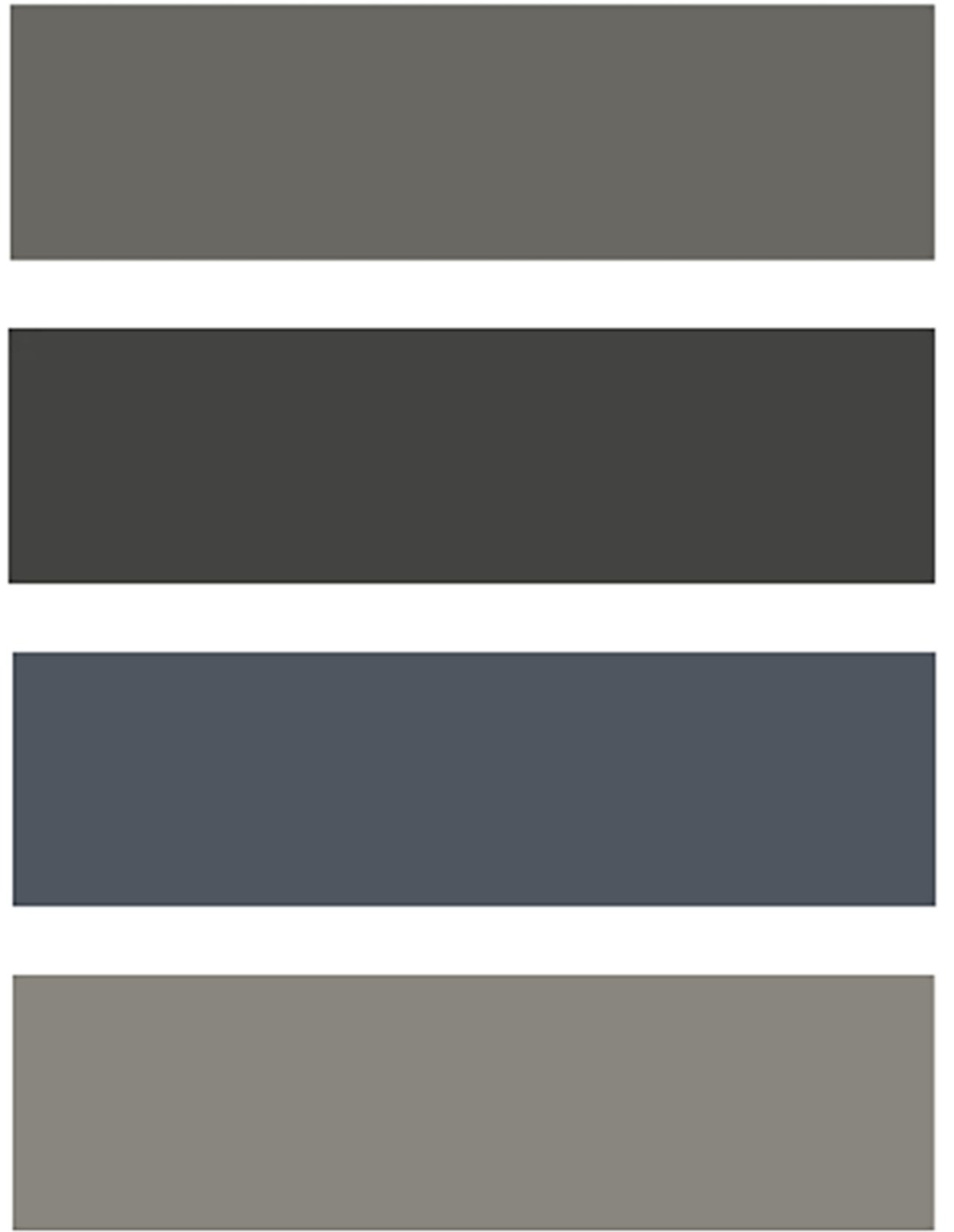
CLARK LANNING  
ARCHITECTS



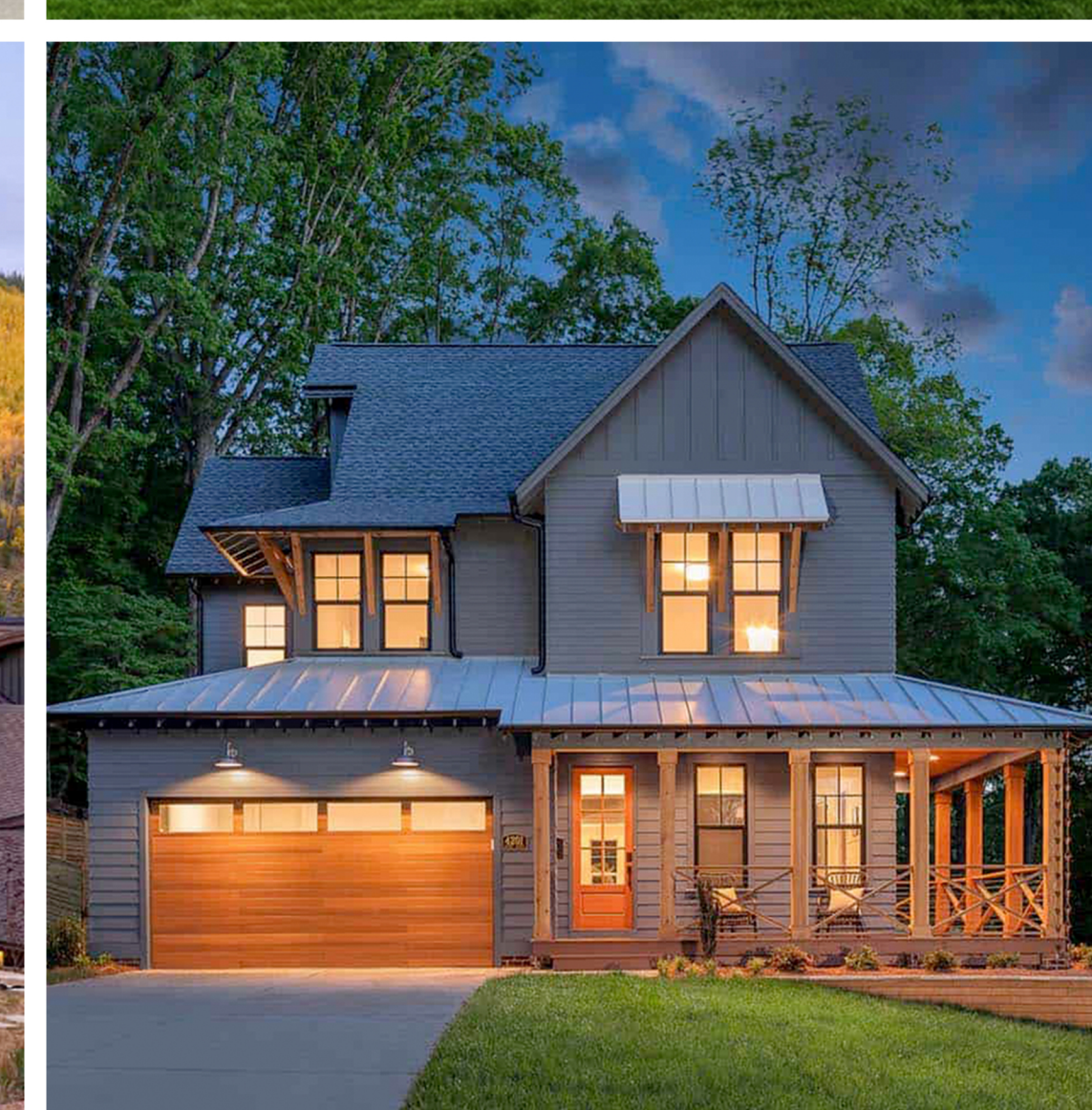
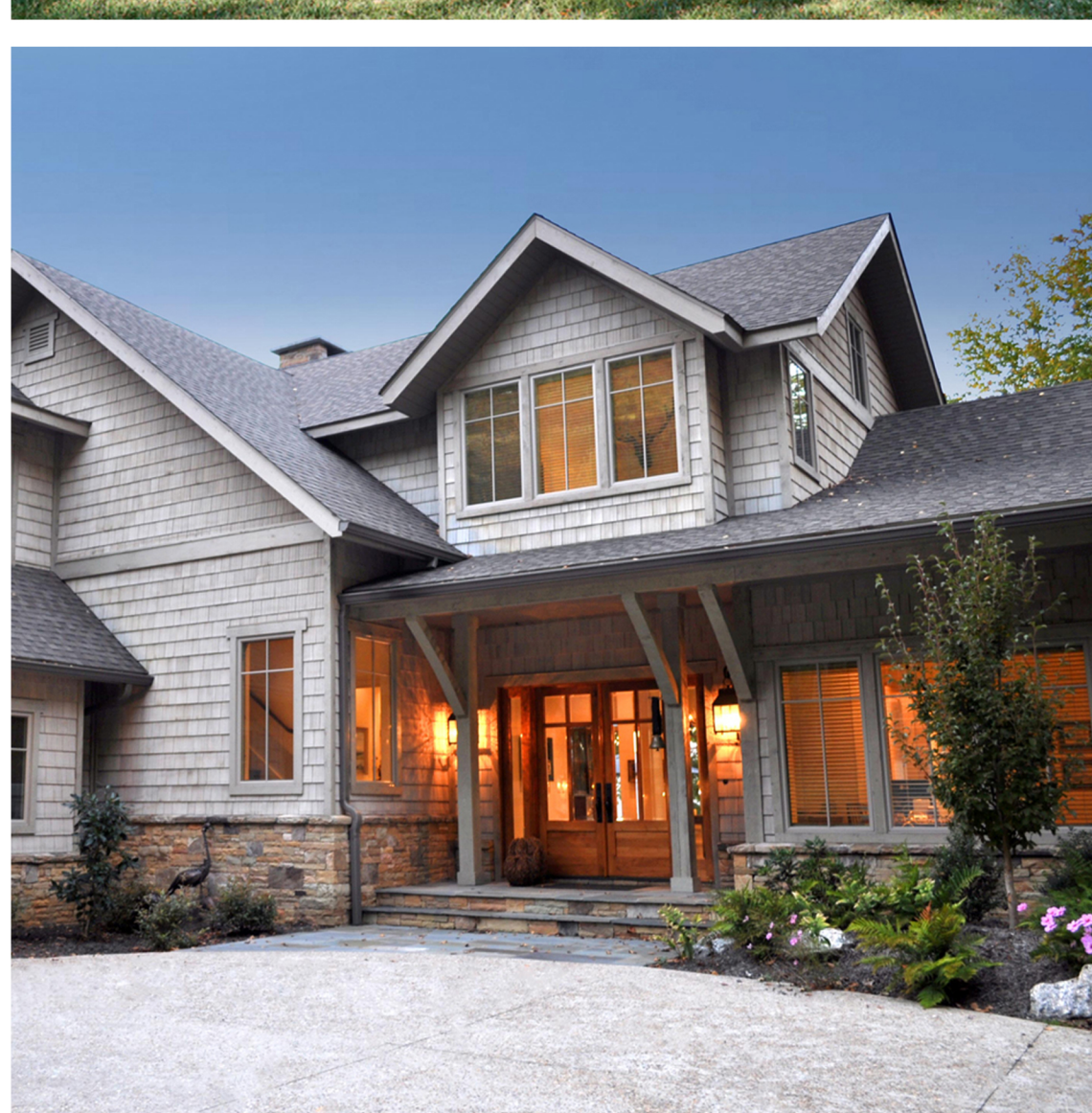
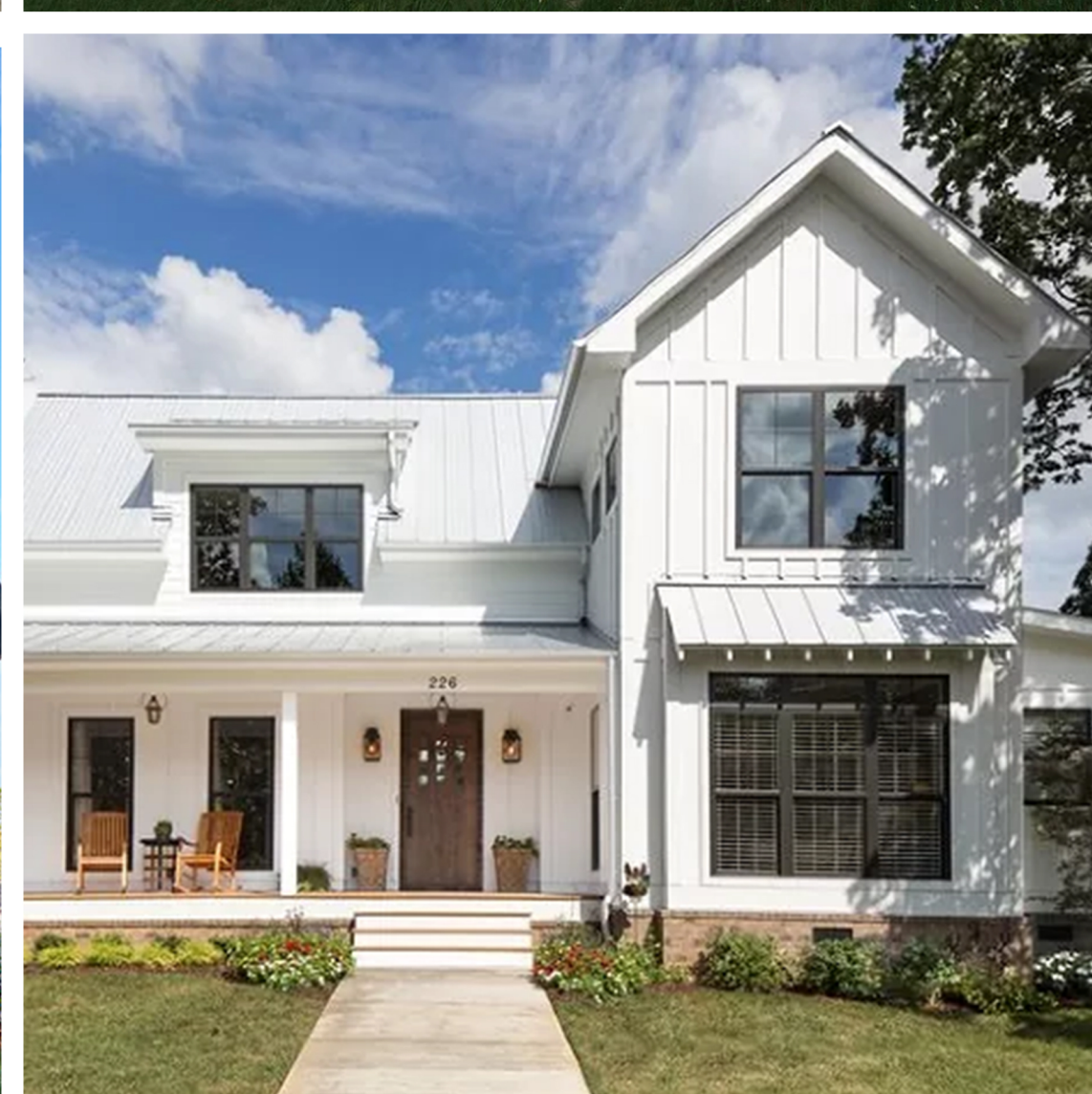
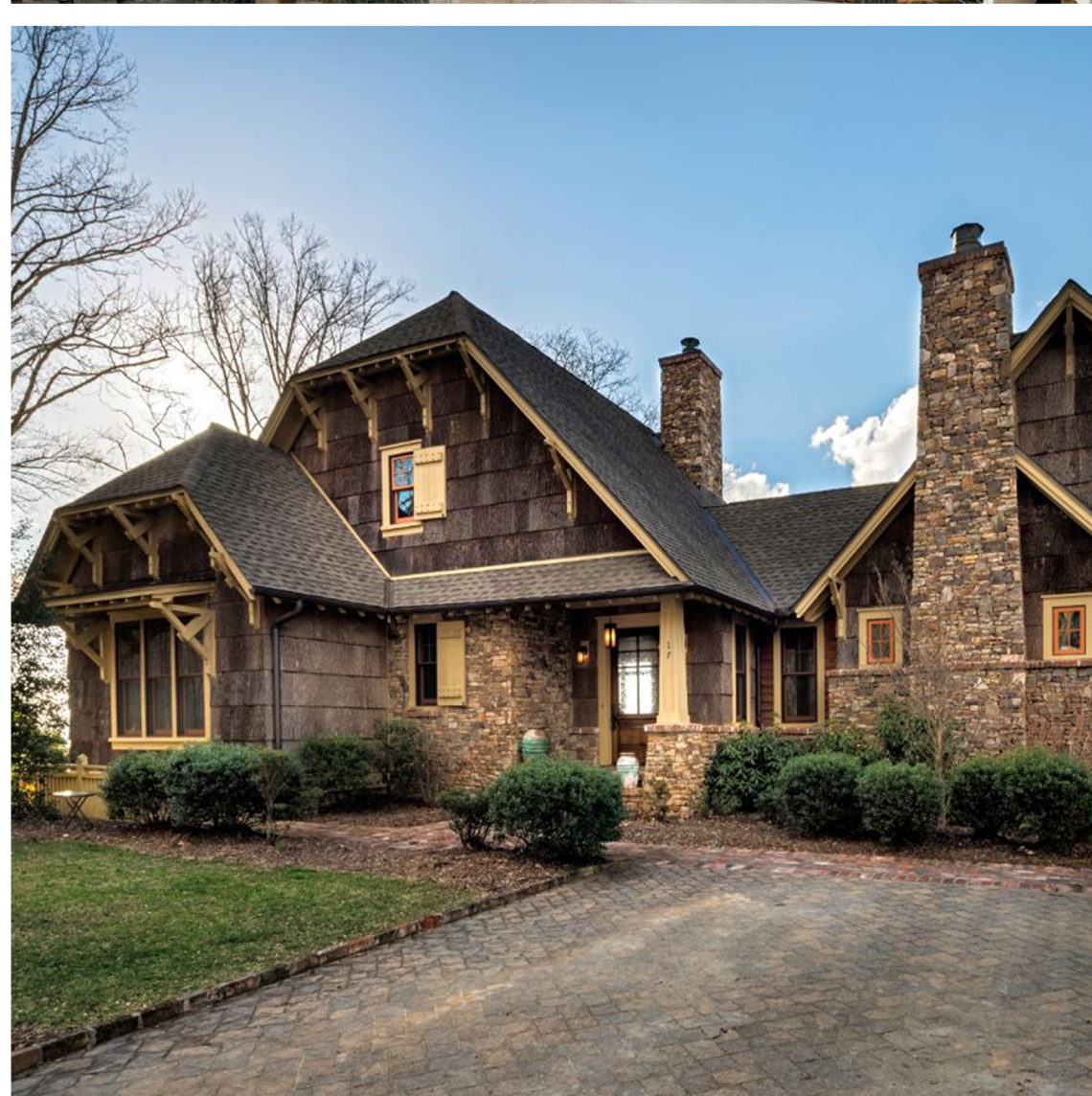


WAYNESVILLE  
INN & GOLF CLUB

# Materials











## Longview Subdivision Architectural Guidelines Summary

April 24, 2024

# Design Guidelines

Longview is a portion of the newly developed Farmer Branch community and has been planned as medium density housing. Thoughtful planning has gone into providing easily accessible lots with expansive views and access to award-winning golf course and Blue Ridge Mountains. The proposed “Longview” subdivision is located along the 10<sup>th</sup> hole of the renovated Waynesville Inn and Golf Club.

Deed restricted Architectural Guidelines have been developed to establish a high standard of design within a community of individual residences. Creative and sensitive architectural solutions are required to complement each site and contribute to the overall design of the community. As Architectural Guidelines are established it is our intent to build on the architectural traditions of western North Carolina and to respect the surrounding neighborhoods and site. Emphasis for building at Farmer Branch is placed on the quality of the site work, architectural design, construction materials and landscaping of the individual homesites.

The Architectural guidelines do not dictate a particular architectural style but provide Owners and their design team with a set of guidelines that foster creativity within a framework sensitive to the existing neighborhoods. These guidelines include but are not limited to style, size, height, materials, and colors.

The guidelines include but are not limited to the following:

- Deed restricted Architectural Design Guidelines
  1. Compatible Architectural Styles
  2. Height Restriction – 35’ max building height
  3. Square footage maximum – 3,200 sq ft

4. Materials – natural materials or composite materials replicating natural materials are preferred (no vinyl or pvc materials are allowed)
  5. Colors – earth tones and colors indicative of local architectural styles
- Architectural Review Committee – 4 step review and approval process. The committee is comprised of design professionals and development team members.
  - Licensed General Contractors must be approved by the Architectural Review Committee.

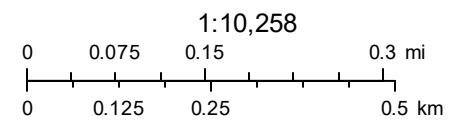
We use the recently completed Cottages as an example of the level of finishes and design we expect to be designed and approved. Our commitment to enhancing the 30 million dollar investment at the WIGC and the surrounding community begins on the cottage site and will be carried throughout the future development.



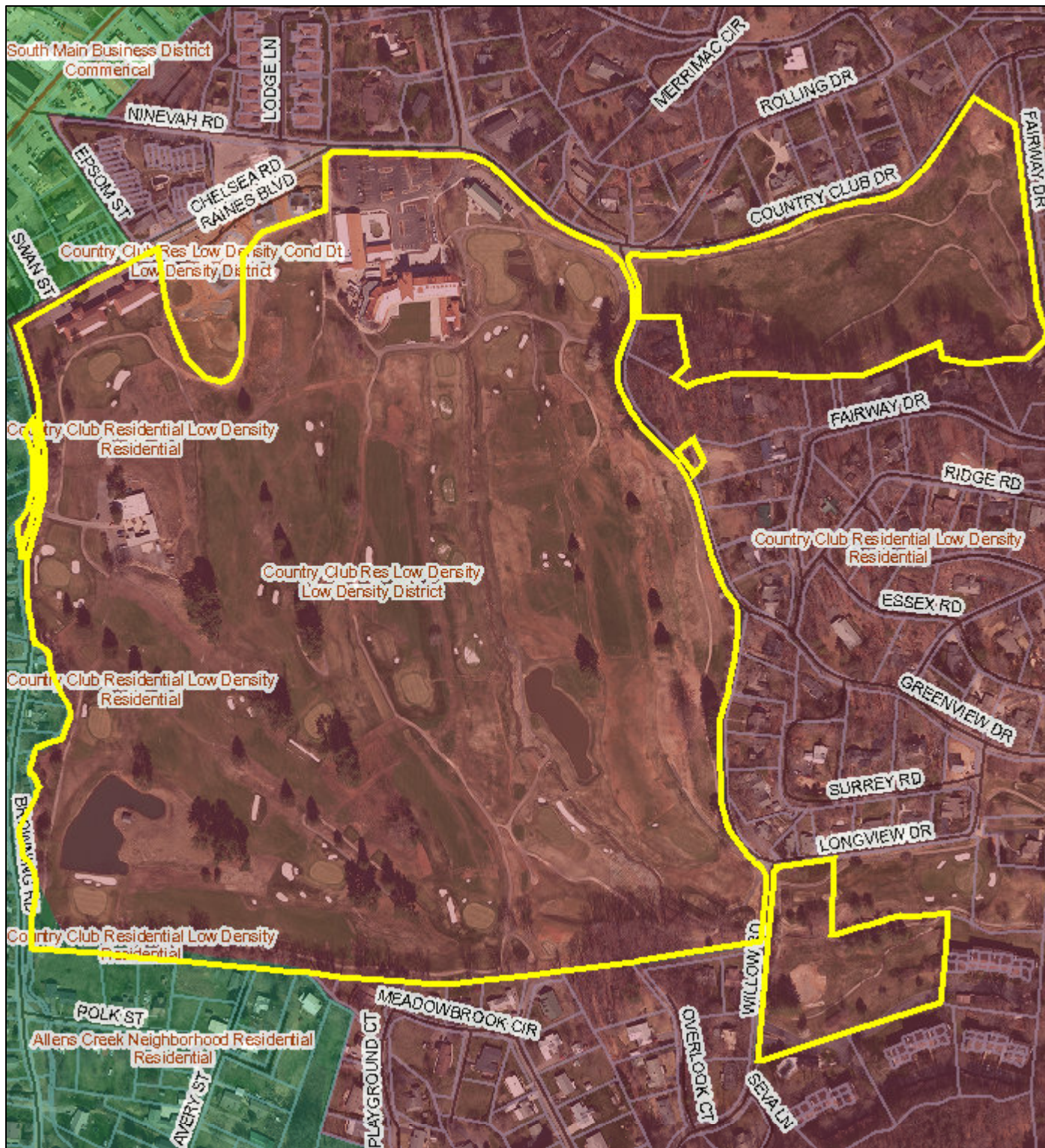
# Haywood County



January 25, 2024







## Report For

WGC HOSPITALITY LLC A SC LLC  
1943 HOFFMEYER RD STE C  
FLORENCE, SC 29501-3939

# Zoning

### Account Information

PIN: 8604-99-9023

Legal Ref: 1027/2044

Add Ref: 1086/2006  
CABC/6641

### Site Information

MOTEL/HOTEL, MOTEL/HOTEL, MOTEL/HOTEL  
Commercial Use, Commercial Use, Commercial Use  
176 COUNTRY CLUB DR

Heated Area: 0  
Year Built: 1965  
Total Acreage: 102.662  
Township: Town of Waynesville

### Site Value Information

Land Value:  
Building Value:  
Market Value:  
Deferred Value:  
Assessed Value:  
Sale Price: \$7,174,500  
Sale Date: 04/18/2021



1 inch = 400 feet  
March 19, 2024

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

WGC HOSPITALITY LLC A SC LLC  
1943 HOFFMEYER RD STE C  
FLORENCE, SC 29501-3939

### Account Information

PIN: 8604-99-9023

Legal Ref: 1027/2044

Add Ref: 1086/2006  
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MOTEL/HOTEL, MOTEL/HOTEL, MOTEL/HOTEL  
Commercial Use, Commercial Use, Commercial Use  
176 COUNTRY CLUB DR

Heated Area: 0  
Year Built: 1965  
Total Acreage: 102.662  
Township: Town of Waynesville

### Site Value Information

Land Value:  
Building Value:  
Market Value:  
Deferred Value:  
Assessed Value:  
Sale Price:  
Sale Date: 04/18/2021



1 inch = 400 feet  
February 13, 2024

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## Report For

WGC HOSPITALITY LLC A SC LLC  
1943 HOFFMEYER RD STE C  
FLORENCE, SC 29501-3939

### Account Information

PIN: 8604-99-9023

Legal Ref: 1027/2044

Add Ref: 1086/2006  
CABC/6641

**Topo**  
**5-ft**  
**increments**

### Site Information

MOTEL/HOTEL, MOTEL/HOTEL, MOTEL/HOTEL  
Commercial Use, Commercial Use, Commercial Use  
176 COUNTRY CLUB DR

Heated Area: 0  
Year Built: 1965  
Total Acreage: 102.662  
Township: Town of Waynesville

### Site Value Information

Land Value:  
Building Value:  
Market Value:  
Deferred Value:  
Assessed Value:  
Sale Price: \$7,174,500  
Sale Date: 04/18/2021

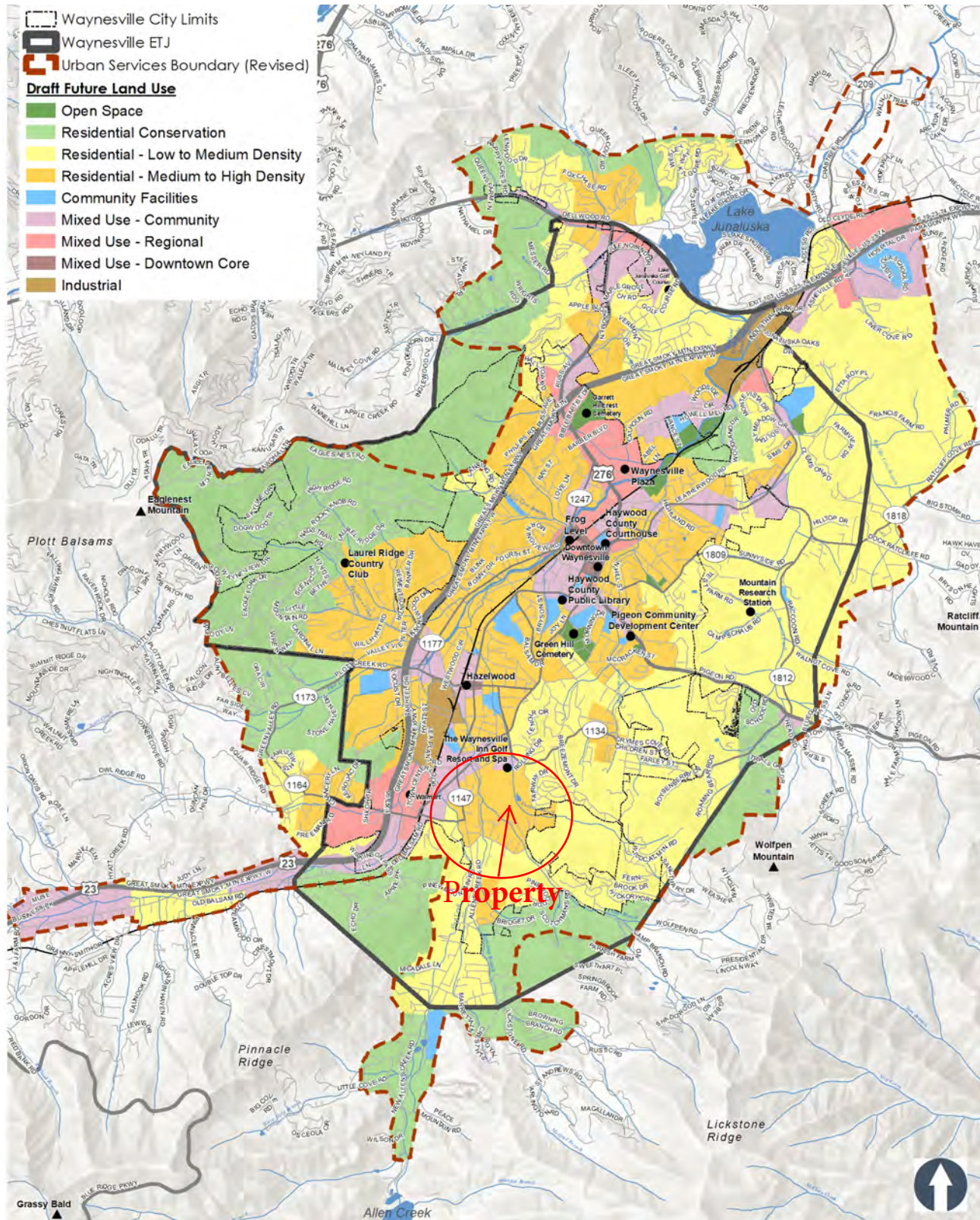


1 inch = 200 feet  
February 13, 2024

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.



## Future Land Use Map





## Transmittal

## Application Materials

**Date:** January 29, 2024

**Project Name:** Waynesville Inn and Golf Club – Longview Development Area

**CDC Project:** 22265

**To:** Elizabeth Teague – Development Services Director  
Town of Waynesville  
9 South Main Street  
Waynesville, NC 28786

**Via:** ☐ Mail ☐ Overnight ☒ Hand Delivered ☐ Pick up @ CDC Office ☐ Digital

Copies	Date	Description
1	1/29/2024	Land Development Map Amendment Application
1	1/29/2024	Land Development Map Amendment Check in the amount of \$800
3	1/08/2024	Masterplan Rendering
3	1/29/2024	Conditional District Request Letter & Project Narrative
3	1/29/2024	Environmental Survey
3	1/29/2024	Proposed Development Plan

### Remarks:

Elizabeth,

Attached is the Conditional District Submittal for this proposed residential project. Please let us know if you have any questions or comments.

Thank you,

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David Braun, P.E

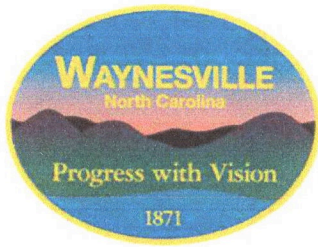
<S:\ACAD\11855\docs\Planning\submittal parts\Transmittal TRC.docx>

**Mailing Address: P.O. Box 5432, Asheville, NC 28813**

**168 Patton Avenue Asheville, NC 28801  
Phone 828-252-5388 Fax 828-252-5365**

**52 Walnut Street – Suite 9, Waynesville, NC 28786  
Phone: 828-452-4410 Fax: 828-456-5455**





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

**Application for Land Development Standards Map Amendment**

Application is hereby made on January 29, 20 24 to the Town of Waynesville for the following map amendment:

Property owner of record: WGC Hospitality, LLC

Address/location of property: 176 Country Club Drive Waynesville, NC 28786

Parcel identification number(s): A Portion of PIN # 8604-99-9023

Deed/Plat Book/Page, (attach legal description): DB 1027 / PG 2044

The property contains 3.49 acres.

Current district: Country Club Residential - (CC-RL)

Requested district: Country Club Residential - (CC-RL) - Conditional District

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

This development provides infill and context-sensitive development and will enhance an already established and attractive neighborhood. The development will add to the range of housing opportunities within the Town, and by limiting the required land area through the use of smaller lots it will serve to protect the natural resources by applying a conservation design to previous golf course land that will enhance the Waynesville Golf Club redevelopment. All of these are goals of the Town's 2035 land use plan.

**Applicant Contact Information**


Applicant Name (Printed): WGC Hospitality, LLC

Mailing Address: 1943 Hoffmeyer Road - Suite C, Florence, South Carolina, 29501-3939

Phone(s): 843-799-2306

Email: david.tart@rainsco.com

Signature of Property Owner(s) of Record Authorizing Application:



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





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**To: Elizabeth Teague – Development Services Director**

**From: David Braun, PE**

**Date: January 29, 2024**

**Re: Waynesville Golf Club - Longview Development Area - Conditional District Request**

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Per Section 2.7 and Section 15.15 of the Town of Waynesville Land Development Standards and in accordance with the enclosed Master Plan drawing and other supporting information, WGC Hospitality, LLC as the Developer respectfully requests the following items be incorporated as part of the proposed Conditional District for the portion of Haywood County PIN # 8604-99-9023 as shown on the attached documents, located within the Town of Waynesville, Country Club Residential– Low Density (CC-RL) zoning district.

The project consists of the initial proposed subdivision of approximately 3.49 acres out of the property noted above and then further subdivision into a combination of 12 individual lots of varying sizes with the balance of the development area to remain in a private common area as represented on the attached masterplan.

- Chapter 2, Table 2.4.1
  - 2.c – Civic Space requirement shall not apply
  - 3.a – Lot standard of ½ acre shall not apply
  - 3.c – Lot width requirement shall not apply
  - 4.a, b, c, d and e – Specific building setback requirements shall not apply, but the developments building separation will meet the building code requirements.
- Chapter 2, 2.5.1 – Being part of the historic “Waynesville Country Club” property and parent tract, this specific proposed conditional district area, even upon further subdivision would continue to retain the same privileges afforded to the parent tract with respect to “Golf Course / Country Club” use as further defined in the Land Development Standards in Chapter 17, Section 17.3 – Definitions, Use Type which allow residential, lodging, recreational and other golf related uses.
- Chapter 3, 3.6 – Supplemental Use Standards-Entertainment/Recreation
  - 3.6.2 Recreation Facilities, Outdoor –Due to the Golf Course being existing and the proposed development being part of the Golf Course Community, this section shall not apply.

- Chapter 4 – 4.3 – Basic Lot and Use Standards  
4.3.3 – Dimensional Standards shall not apply, although the developments building separation will ensure compliance with building code
- Chapter 5 – Sections 5.3 through 5.8 shall not apply
- Chapter 6, Section 6.6 – Town Street Classification and Design and 6.7 Street Engineering Standards – Due to the limited number of homes and low traffic volumes generated by the development, allow the developer to provide the new transportation infrastructure per 6.6.2E-Lane design standards with a 20' wide driving width and not having a maximum length to allow connection to Longview Drive. All other portions of these sections shall not apply
- Chapter 6, Section 6.8 – Pedestrian Facilities – See proposed Master Plan for the sidewalk locations as proposed along the new roadway within the development.
- Chapter 7 – Civic Space – The requirements of this section are removed under Chapter 2, Section 2.c above. The lots created within this new development will have use of the Existing Golf Course and its amenities areas that area located on the original parcel from which this development is being platted.
- Chapter 8, - Tree Protection / Landscaping and Screening – Remove the specific requirements of this section and grant the developer the right to prepare a site specific landscape plan commensurate with the nature of the plantings contemplated on the Master Plan.
- Chapter 9, 9.8 Driveway Access – The developer requests the removal of the requirements of these sections. The proposed Master Plan shall represent the proposed driveway layout for this development which will include driveways for each new lot.

#### Conclusion

We believe that the proposed development is consistent with the Town's comprehensive land use plan as it provides infill and context-sensitive development and will enhance an already established and attractive neighborhood. The development will add to the range of housing opportunities within the Town, and by limiting the required land area through the use of smaller lots it will serve to protect the natural resources by applying a conservation design to previous golf course land that will enhance the Waynesville Golf Club redevelopment. All of these are goals of the Town's 2035 land use plan.

The Town's comprehensive land use plan Recommendation #2 includes promotion of the re-use and redevelopment areas through zoning tools such as flexible standards, conditional districts and special use permits.

Additionally, the proposed development serves as a redevelopment of existing golf course area and proposes to use flexible standards to limit the amount of land area required for development, further preserving available open space.



**To: Elizabeth Teague – Development Services Director**

**From: David Braun, PE**

**Date: February 16, 2024**

**Re: Waynesville Golf Club - Longview Development Area - Conditional District Request**

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- Chapter 9, 9.8 Driveway Access – The developer requests the removal of the requirements of these sections. The proposed Master Plan shall represent the proposed driveway layout for this development which will include driveways for each new lot.
- Developer is in agreement for the widening of the road at each fire hydrant location to improve fire department access to the site. This will be reflected on the final construction documents for the development.
- **Stormwater Treatment:**
  - As part of the Waynesville Inn and Golf Club redevelopment, 2.54 acres of impervious surfaces, which comprised of golf course cart path were removed and not reconstructed.
  - The proposed Longview and Greenview developments plan to construct a total of 2.76 acres of impervious areas which include but are not limited to streets, sidewalks, homes, driveways, etc.
  - Based on the new developments constructing 0.22 acres more impervious area than what has been demolished, these developments plan to treat 0.44 acres of impervious surface stormwater runoff using an existing Golf Course pond that is located adjacent to the Longview Development.
  - With stormwater runoff from this 0.44 acres of impervious area being treated, the developments are left with 2.32 acres of new impervious area compared to the 2.54 acres of impervious surfaces that have been removed. This amounts to an overall reduction of 0.22 acres of impervious surface stormwater runoff on the Golf Club properties.



### Conclusion

We believe that the proposed development is consistent with the Town's comprehensive land use plan as it provides infill and context-sensitive development and will enhance an already established and attractive neighborhood. The development will add to the range of housing opportunities within the Town, and by limiting the required land area through the use of smaller lots it will serve to protect the natural resources by applying a conservation design to previous golf course land that will enhance the Waynesville Golf Club redevelopment. All of these are goals of the Town's 2035 land use plan.

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Additionally, the proposed development serves as a redevelopment of existing golf course area and proposes to use flexible standards to limit the amount of land area required for development, further preserving available open space.

DATE 2021-04-19 BY HW

**2021004648**

HAYWOOD COUNTY NC FEE \$26.00  
STATE OF NC REAL ESTATE EXT  
**\$14349.00**

PRESENTED & RECORDED  
04/19/2021 11:21:09 AM  
**SHERRI C. ROGERS**  
REGISTER OF DEEDS  
BY: STACY C. MOORE  
ASSISTANT

**BK: RB 1027**  
**PG: 2044 - 2047**

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Excise Tax: \$14,349.00

Tax Parcel Identifier Nos. 8604-99-9017; 8605-90-5202; 8614-18-6366;  
8614-27-7912

Mail after recording to:  
Womble Bond Dickinson (US) LLP  
5 Exchange Street  
Charleston, South Carolina 29401  
Attention: James M. Wilson, Esq.

**Delinquent Taxes to be paid by the closing  
attorney to the County tax collector upon  
disbursement of closing proceeds.**

This instrument was prepared without title examination by:  
Paul M. Fogleman, Esq., Womble Bond Dickinson (US) LLP

Brief description for the Index:                      Waynesville Golf & Country Club

**NORTH CAROLINA  
HAYWOOD COUNTY**

**THIS SPECIAL WARRANTY DEED** is made this 15 day of April, 2021 by **MOUNTAIN PRESERVATION, LLC**, a North Carolina limited liability company ("Grantor") with a mailing address of 234 Queen Cove Road, Waynesville, North Carolina 28786, Attention: Samuel N. Carver, to **WGC HOSPITALITY, LLC**, a South Carolina limited liability company (collectively, "Grantee"), with a mailing address of 1943 Hoffmeyer Road, Suite C, Florence, South Carolina 29501, Attention: M. Grey Raines.

**WITNESSETH**

For and in consideration of \$10.00 cash in hand paid by Grantee to Grantor, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor has and by these presents does grant, bargain, sell and convey unto Grantee in fee simple, all that certain lot or parcel of land situated in Haywood County, North Carolina, together with all of the improvements situated thereon, which lot or parcel of land is more particularly described as follows (the "**Property**"):

**See Exhibit A attached.**

submitted electronically by "Chicago Title Company, LLC"  
in compliance with North Carolina statutes governing recordable documents  
and the terms of the submitter agreement with the Haywood County Register of Deeds.

The Property was acquired by Grantor by instrument recorded in Book 914, Page 150, Haywood County Registry.

The Property does not include the primary residence of Grantor.

**TO HAVE AND TO HOLD** the Property and all privileges and appurtenances thereto belonging to Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the following:

1. Ad valorem property taxes for 2021 due and payable but not yet delinquent, and subsequent years, not yet due and payable.
2. All easements, restrictions, covenants and rights of ways and other matters of record, if any.
3. All matters that would be revealed by a current and accurate survey of the property and the improvements thereon.

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

[SIGNATURES ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the Grantor has executed this instrument, under seal, as of the day and year first above written.

GRANTOR:

**MOUNTAIN PRESERVATION, LLC,**  
a North Carolina limited liability company

By: *Samuel Ned Carver* (SEAL)  
Name: Samuel Ned Carver  
Title: Manager

STATE OF NORTH CAROLINA

COUNTY OF *Swain*

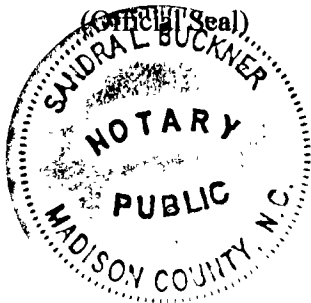
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: Samuel Ned Carver

Date: *April 14, 2021*

Official Signature of Notary: *Sandra L Buckner*

Notary's Printed or Typed Name: *Sandra L Buckner*, Notary Public

My Commission Expires: *9-10-2025*





**EXHIBIT A  
ATTACHED TO DEED  
FROM  
MOUNTAIN PRESERVATION, LLC  
TO  
WGC HOSPITALITY, LLC**

**LEGAL DESCRIPTION**

Lying and being in Waynesville, Haywood County, North Carolina, and being described as follows:

Being that 105.41 acre tract; .55 acre tract; 2.39 acre tract; 37.30 acre tract as set forth in those plats recorded in Plat Cabinet C, Slots 6641, 6642 and 6643, Haywood County Registry, entitled Waynesville County Club & Inc., dated March 17, 2006 and revised on September 26, 2014, prepared by Joel Johnson Land Surveying, Inc. Project # 06-007.

LESS AND EXCEPT that portion of the Land described in Deed recorded in Book 914, page 153, Haywood County Registry.

TOGETHER WITH easements contained or conveyed by Deed recorded in Book 208, page 64 and as shown in Plat Cabinet C, Slot 4602 and Plat Cabinet C, Slot 6643, Haywood County Registry.

# ENVIRONMENTAL SURVEY

FOR

## A Proposed 3.49 Acre Development Longview

A Portion of PIN #'s 8604-99-9023

APPLICANT:

**WGC Hospitality, LLC**  
**1943 Hoffmeyer Road, Suite C**  
**Florence, SC 29501**

PREPARED BY:



168 Patton Ave.  
Asheville, NC 28801  
Phone: 828-252-5388  
Fax: 828-252-5365

52 Walnut Street – Suite 9  
Waynesville, NC 28786  
Phone: 828-452-4410  
Fax: 828-456-5455

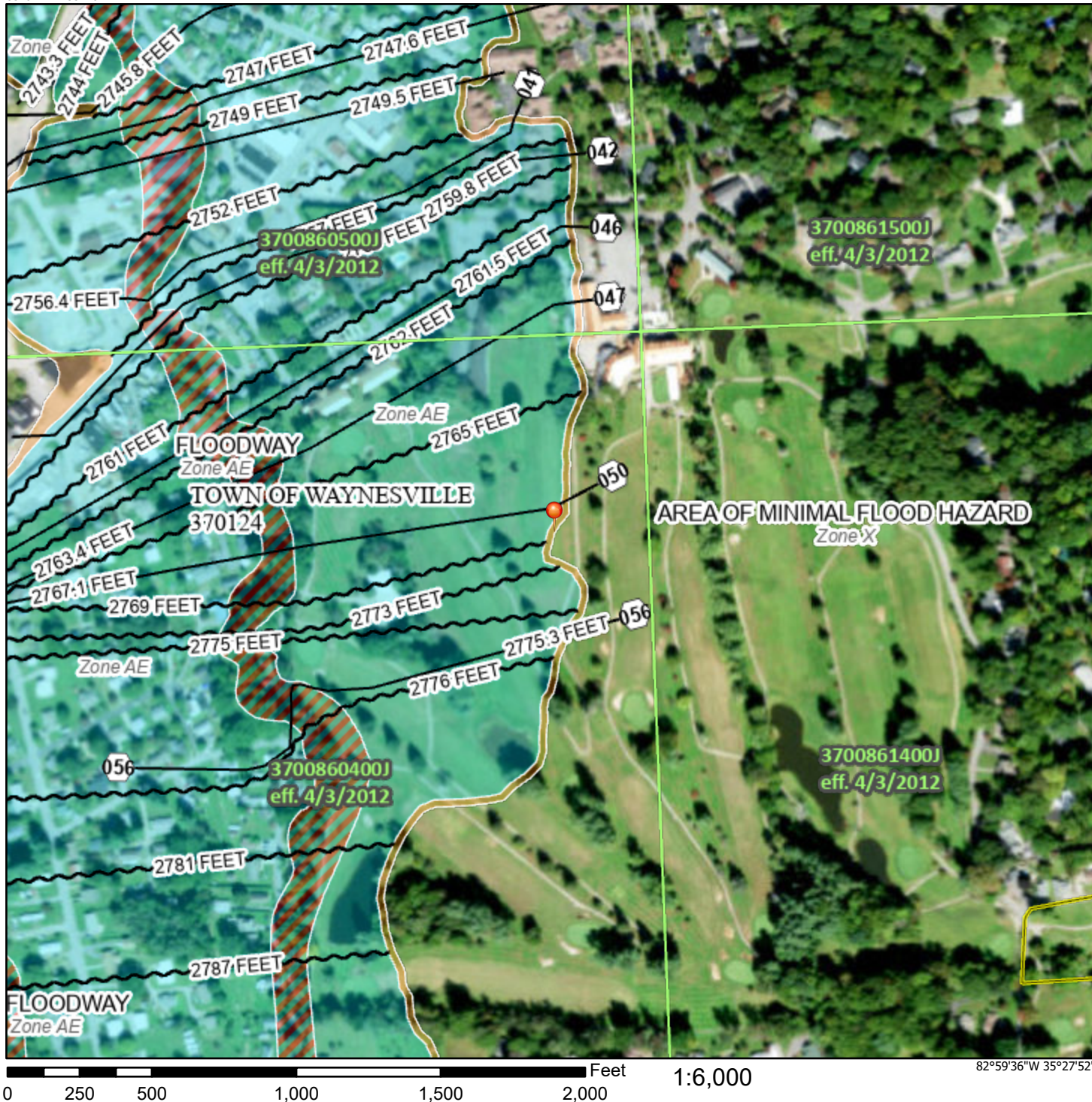
[www.cdcgo.com](http://www.cdcgo.com)

NCBELS LICENSE #: C-2184

# National Flood Hazard Layer FIRMette



83°0'14"W 35°28'22"N



## Legend

SEE FIS REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS		Without Base Flood Elevation (BFE) Zone A, V, A99
		With BFE or Depth Zone AE, AO, AH, VE, AR
OTHER AREAS OF FLOOD HAZARD		Regulatory Floodway
		0.2% Annual Chance Flood Hazard, Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
OTHER AREAS		Future Conditions 1% Annual Chance Flood Hazard Zone X
		Area with Reduced Flood Risk due to Levee. See Notes. Zone X
GENERAL STRUCTURES		Area with Flood Risk due to Levee Zone D
		NO SCREEN Area of Minimal Flood Hazard Zone X
OTHER AREAS		Effective LOMRs
		Area of Undetermined Flood Hazard Zone D
GENERAL STRUCTURES		Channel, Culvert, or Storm Sewer
		Levee, Dike, or Floodwall
OTHER FEATURES		Cross Sections with 1% Annual Chance Water Surface Elevation
		Coastal Transect
OTHER FEATURES		Base Flood Elevation Line (BFE)
		Limit of Study
OTHER FEATURES		Jurisdiction Boundary
		Coastal Transect Baseline
OTHER FEATURES		Profile Baseline
		Hydrographic Feature
MAP PANELS		Digital Data Available
		No Digital Data Available
MAP PANELS		Unmapped
		The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps if it is not void as described below. The basemap shown complies with FEMA's basemap accuracy standards

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 1/26/2024 at 8:06 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and unmodernized areas cannot be used for regulatory purposes.



# Custom Soil Resource Report

## Soil Map (Longview Development Area)





# Custom Soil Resource Report

## MAP LEGEND

### Area of Interest (AOI)

 Area of Interest (AOI)

### Soils

 Soil Map Unit Polygons

 Soil Map Unit Lines

 Soil Map Unit Points

### Special Point Features

 Blowout

 Borrow Pit

 Clay Spot

 Closed Depression

 Gravel Pit

 Gravelly Spot

 Landfill

 Lava Flow

 Marsh or swamp

 Mine or Quarry

 Miscellaneous Water

 Perennial Water

 Rock Outcrop

 Saline Spot

 Sandy Spot

 Severely Eroded Spot

 Sinkhole

 Slide or Slip

 Sodic Spot

 Spoil Area

 Stony Spot

 Very Stony Spot

 Wet Spot

 Other

 Special Line Features

### Water Features

 Streams and Canals

### Transportation

 Rails

 Interstate Highways

 US Routes

 Major Roads

 Local Roads

### Background

 Aerial Photography

## MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:12,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service  
Web Soil Survey URL:  
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Haywood County Area, North Carolina  
Survey Area Data: Version 25, Sep 13, 2023

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Apr 1, 2022—May 9, 2022

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

## Map Unit Legend (Longview Development Area)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
DsB	Dillsboro loam, 2 to 8 percent slopes	1.4	41.1%
ExD	Evard-Cowee-Urban land complex, 15 to 30 percent slopes	2.1	58.9%
<b>Totals for Area of Interest</b>		<b>3.5</b>	<b>100.0%</b>

## Map Unit Descriptions (Longview Development Area)

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

PAYMENT SUMMARY RECEIPT

TOWN OF WAYNESVILLE  
16 S MAIN ST

DATE: 02/12/24 CUSTOMER#:  
TIME: 12:00:17  
CLERK: 2044ecou

**Payment**

RECPT#: 3013967 PREV BAL: 700.00  
TP/YR: P/2024 AMT PAID: 700.00  
BILL: 3013967 ADJSTMNT: .00  
EFF DT: 02/12/24 BAL DUE: .00  
Misc Cash Receipts

-----TOTALS-----

PRINCIPAL PAID: 700.00  
INTEREST PAID: .00  
ADJUSTMENTS: .00  
DISC TAKEN: .00

AMT TENDERED: 700.00  
AMT APPLIED: 700.00  
CHANGE: .00

PAID BY: Civil Design map Ame  
PAYMENT METH: CHECK  
PAYMENT REF: 9024

TOT PREV BAL DUE: 700.00  
TOT BAL DUE NOW : .00

# Agent Authorization

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

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

Name of Authorized Agent: Dave Braun

Title and Company: Civil Design Concepts, PA

Address: 52 Walnut Street, Suite 9, Waynesville NC 28786

Phone and email: 828.252.5388 dbraun@cdcgo.com

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

This the 31th day of January, 2024.

Owner or Party with Contractual Interest in Property:



Address and phone number:

1943 Hoffmeyer Road – Suite C

Florence, SC 29501-3939

843.799.2306



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Name of Authorized Agent: Emily Clark

Title and Company: Clark Lanning Architects

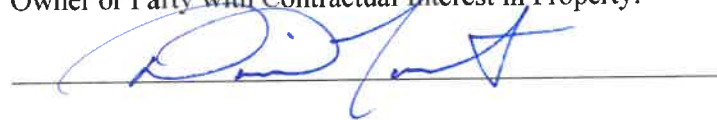
Address: PO Box 201, Waynesville NC 28786

Phone and email: 828.243.5348 emily@clarklanning.com

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

This the 31th day of January, 2024.

Owner or Party with Contractual Interest in Property:



Address and phone number:

1943 Hoffmeyer Road – Suite C

Florence, SC 29501-3939

843.799.2306

**Agent  
Authorization**

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Name of Authorized Agent: Patrick Bradshaw

Title and Company: Civil Design Concepts, PA

Address: 52 Walnut Street, Suite 9, Waynesville NC 28786

Phone and email: 828.252.5388 patrick@cdcgo.com

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

This the 31th day of January, 2024.

Owner or Party with Contractual Interest in Property:



Address and phone number:

1943 Hoffmeyer Road – Suite C

Florence, SC 29501-3939

843.799.2306



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

**Public Notice:  
Newspaper**

FOR PUBLICATION IN THE MOUNTAINEER: May 1<sup>st</sup> and May 8<sup>th</sup> (Wednesday) editions

Date: April 23, 2024

Contact: Olga Grooman, (828) 356-1172

## **Notice of Public Hearing Town of Waynesville Council**

The Town of Waynesville Council will hold a public hearing on Tuesday, May 14<sup>th</sup>, 2024 at 6:00 p.m. or as closely thereafter as possible, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider a Conditional District Zoning Amendment for a 3.49-acre portion of the parcel (PIN 8604-99-9023) off Longview Drive within Waynesville Inn and Golf Club property. The proposal is to create a subdivision of 12 residential units.

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



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

April 24, 2024

## Mailed Notices

### Notice of Public Hearing for Town of Waynesville Council

The Town of Waynesville Council will hold a public hearing on Tuesday, May 14, 2024 at 6:00 p.m. or as closely thereafter as possible, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider a conditional district zoning amendment for a 3.49-acre portion of the parcel (PIN 8604-99-9023) off Longview Drive within Waynesville Inn and Golf Club property. The proposal is to create a subdivision of 12 residential units.



Questions related to the hearing itself should be directed to the Waynesville Development Services Department, (828) 356-1172, [ogrooman@waynesvillenc.gov](mailto:ogrooman@waynesvillenc.gov).



Property off Longview Drive  
posted on April 24, 2024

THE TOWN COUNCIL  
**WILL HOLD**  
A PUBLIC HEARING  
**ON May 14, 2024 AT 6:00 PM**  
IN THE TOWN HALL BOARD ROOM  
**AT 9 SOUTH MAIN ST.**  
TO CONSIDER  
A CONDITIONAL DISTRICT REZONING  
**CONTACT DEVELOPMENT SERVICES**  
T. 828-456-8647





Gary Caldwell, Mayor  
Clarence "Chuck" Dickson, Mayor Pro Temp  
Julia Freeman, Council Member  
Jon Feichter, Council Member  
Anthony Sutton, Council Member

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

## Utilities Letter

February 13, 2024

**Re: PIN# PIN 8604-99-9023**  
**Waynesville Country Club – Longview Property**

To whom it may concern,  
Please accept this letter as confirmation that the Town of Waynesville can provide water and sewer utility services for the referenced PIN. This sewer connection would be deemed a sewer extension and would require a sewer extension permit but based on the previous structure(s) and flow(s), the surplus of flow from the previous structures would equate to this development and would not affect the SOC by additional flow. Electric Service will be available from Duke Energy. If you have any questions, feel free to contact me.

Town of Waynesville  
Director of Public Services  
Jeff Stines

ROY COOPER  
Governor

ELIZABETH S. BISER  
Secretary

RICHARD E. ROGERS, JR.  
Director



December 13, 2023

## **MEMORANDUM**

**To:** File

**From:** Michael Montebello, Supervisor, NPDES Branch Chief

**Subject:** Session Law 2023-137 – Changes to Wastewater Design Flow Rates in 15A NCAC 02T .0114(b)

The noted guidance applies to existing Local Programs, Fast Track permits issued via the Regional offices, and Alternative Sewer Collection Permits and any other wastewater collection system permit issued by the Central Office.

### **SUMMARY:**

Section 18 of [Session Law 2023-137](#), enacted October 10, 2023, establishes a wastewater design flow rate of 75 gallons per day per bedroom (GPD/BR) for wastewater systems serving two or more dwelling units. Accordingly, wastewater collection system extension permits issued pursuant to [15A NCAC 02T](#), with wastewater systems serving two or more dwelling units shall use a wastewater design flow rate of 75 GPD/BR.

Pursuant to Section 18.1.(e) of SL 2023-137, the 75 GPD/BR rate shall apply for all wastewater collection system extension permits issued on or after November 1, 2023.

### **15A NCAC 02T .0114(b) AMENDMENT:**

Section 18.1.(d) of SL 2023-137 instructs the Environmental Management Commission (EMC) to amend [15A NCAC 02T .0114\(b\)](#) to be consistent with G.S. 143-215.1(f3). Until the EMC adopts the required amendment, the proposed 15A NCAC 02T .0114(b) language shall read as:

“In determining the volume of sewage from dwelling units with a wastewater system serving two or more dwelling units, the flow rate shall be 75 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit with a wastewater system serving two or more dwelling units shall be 75 gallons per day and each additional bedroom above one bedroom shall increase the volume by 75 gallons per day. In determining the volume of sewage from dwelling units with a wastewater system serving a single dwelling unit, the flow rate shall be 120 gallons per day per bedroom. The minimum volume of sewage from each dwelling unit with a wastewater system serving a single dwelling unit shall be 240 gallons per day and each additional bedroom above two bedrooms shall increase the volume by 120 gallons per day. Each bedroom or any other room or addition that can function as a bedroom shall be considered a bedroom for design purposes. When the occupancy of a dwelling unit exceeds two persons per bedroom, the volume of sewage shall be determined by the maximum occupancy at a rate of 60 gallons per person per day.”



North Carolina Department of Environmental Quality | Division of Water Resources  
512 North Salisbury Street | 1617 Mail Service Center | Raleigh, North Carolina 27699-1617  
919.707.9000

**APPLICATION & LOCAL PROGRAM GUIDANCE:**

- Applications received prior to November 1, 2023, may calculate wastewater flows utilizing 75 GPD/BR for dwelling units that have not yet been connected. Otherwise, they must use [15A NCAC 02T .0114\(b\)](#) or a lower rate shown on any previously approved flow reduction.
- Applications received on or after November 1, 2023, must calculate wastewater flows utilizing 75 GPD/BR for dwelling units that have not yet been connected unless they have an approved flow reduction for a lower rate.
- Previously issued permits for collection systems that have not been connected (not tributary) may submit a revised application and application fee to change the flow to 75 GPD/BR and submit any necessary design documents as required for the change.
- Per G.S. 143-215.1 (f)-(f3) Local Permit Programs for Sewer Extension and Reclaimed Water Utilization, the same requirements (related to the wastewater flows for dwelling units) noted above would apply, however it would be up to the local program to determine how to address requests to modify existing permits.
- The flow rate change also applies to habitable rooms as defined by 15A NCAC 02T .0114(e).



# NOTICE OF NEIGHBORHOOD MEETING

Dear Property Owner,

In accordance with Section 15.3.7 of the Town of Waynesville Land Development Standards, this letter serves as notification that there will be a neighborhood informational meeting held to discuss two proposed land development projects within your community. You are being notified as you own or reside at a property in proximity to one, or both, of these proposed developments. The details of the meeting and locations of the projects are as follows:

## Meeting Information

<b>What</b>	Longview and Greenview Subdivisions – 2 Projects
<b>When</b>	February 19, 2024, 3 :00 PM – 5:00 PM Feel free to drop in anytime during this window of time, there will not be a formal presentation
<b>Where</b>	Waynesville Inn and Golf Club 176 Country Club Drive Waynesville, NC 28786 Meeting will be held in “The Grill”

## Proposed Longview Subdivision Development Area



## Proposed Greenview Subdivision Development Area



More detailed information for both proposed developments will be available for review at the Neighborhood Meeting noted above.

We hope that you can attend.



# NOTICE OF NEIGHBORHOOD MEETING

Dear Property Owner,

As a follow up to the Town of Waynesville Planning Board meeting that was held on February 26, 2024, there is a follow-up Neighborhood Meeting scheduled to discuss the proposed Longview Subdivision Development. We hope that you are able to attend.

## Meeting Information

<b>What</b>	Longview Subdivision
<b>When</b>	March 14, 2024, 5:00 PM
<b>Where</b>	Waynesville Inn and Golf Club 176 Country Club Drive Waynesville, NC 28786 Meeting will be held in "The Watershed"

## Proposed Longview Subdivision Development Area



Longview Subdivision

Neighborhood Meeting #2

March 14, 2024 @ 5:00pm

Waynesville Inn and Golf Club – Watershed Tavern

A summary of questions and comments from residents attending the meeting are outlined below:

- 1) What is an acceptable density to the neighbors (asked by another neighbor)
- 2) Could the project be buffered with landscaping
- 3) Don't want tall trees to block the views
- 4) Existing houses on Longview are on 0.3 acre to 2.0 acre parcels
- 5) Some neighbors think the proposed development should only include 6 houses
- 6) Will houses be 2 story and will they have basements
- 7) How can lot #12 be developed
- 8) How tall is 1 stories ?
- 9) What are CCR's / who enforces them / are they available for review
- 10) Do not want a full two stories to be developed facing Longview
- 11) Wants the project to be additive to all: Neighbors, club and Town
- 12) Wants the lots to be larger
- 13) Where do visitors park
- 14) Can someone buy two lots and build one house
- 15) Can homes be rented
- 16) Are the cottages the were constructed previously 1 stories
- 17) How long do Owners have to build their homes
- 18) Has the plan changed from what was originally presented
- 19) Can the proposed road have one entrance with a cul-de-sac
- 20) Can the entrance be moved to safer location, not across from my driveway
- 21) Can the developer build a pedestrian path for public use on the golf course property
- 22) What is the response to the demands provided by the attorney representing some of the neighbors
- 23) We want to compromise.....with larger lots, like 0.35 acre/lot
- 24) Does the town have to spend fee-in-lieu of developer contributions within the neighborhood
- 25) Can the new road be one way
- 26) Is the developer willing to compromise on the density
- 27) Will any unhealthy trees be removed
- 28) Will the front of the future homes face Longview or the golf course
- 29) How close could a home on Lot 12 be to Longview
- 30) We don't want to lose our view of the golf course and the mountains
- 31) Could specific lots be restricted to single story homes to keep from impacting views to existing homes that are at lower elevations



- 32) Will site lighting be part of the construction
- 33) Who will serve on the architectural review board
- 34) Will the house sites be filled to raise the house pads
- 35) Would prefer that the landscaping be low, so as to not impact views, but needs to screen trash cans, etc.
- 36) Would the developer be willing to consult with the neighbors prior to finalizing the landscape plan

# Neighborhood Meeting Sign In Sheet

March 14, 2024, 5:00pm

Longview Subdivision Discussion

Waynesville Inn and Golf Club

Name	Address	Email (not required)
PATRICK BRASSIN	52 MARBOLD COURT - WAYNESVILLE	PATRICKC@COGO.COM
DANE BRAUN	52 Walnut St, Waynesville	DBRAUN@COGO.COM
Linnea McAden	319 Longview	Lmcaden@gmail.com
Bob Moffat	13 Greenview Dr.	moffsvr@b@gmail.com
RICK TOPEL	414 FAIRWAY DR	
Dani Topel	412 Fairway Dr. Wm.	
CATHERINE TOPEL	414 FAIRWAY DR	
ELIZABETH SCHERGLING	414 FAIRWAY DR	CATHERINE TOPEL
Annette Brun	103 Surrey Rd W-ville	ALP@BRUN@GMAIL.COM
Sherry VIA	47 Ridge Rd W-ville	VIA@ATMIG@bellsoth.net
Melanie Lester	110 Ridge Rd -	melaneelester@att.net
Lisa Miller	167 Ridge Rd	lisamiller@lisamillerassociates.com
	135 Ridge Rd	
Bess Crider	91 Greenview Dr.	besscrider@gmail.com
Carol Feichter	94 Greenview Dr.	CAROLPF@YAHOO.COM
Bo Prevost	11 Lodge Lane	bprevost@aol.com
LAURA HAMRE	305 Longview Drive	laurahamre@gmail.com
Jay Hamre		Jayhamre@aol.com
Vicki's Troy WHALEN		

**TOWN OF WAYNESVILLE COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** A Public Hearing to consider a text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes.

**AGENDA INFORMATION:**

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

**BRIEF SUMMARY:**

The proposed text amendments are a series of corrections and updates to the Land Development Standards. They include revisions to the outdated sections and clarifications per recommendations of our Town Attorney Martha Bradley pertaining to 160D, revision to the definition of a “townhome” to align with the current North Carolina Building Code, and updated definition of a tree caliper to be more precise and useful.

Staff keeps a running list of grammatical and outdated reference errors that come up periodically as they are noticed in the course of planning and zoning applications, Municode officials, or the public. These have also been included in our continual pursuit of ordinance improvement.

Finally, staff recommends enhancing the tree protection ordinance that seeks to preserve existing trees within new developments. Section 8.3 of the Land development Standards provides a landscape credit to preserve existing trees and states that “the preservation of existing trees is strongly encouraged,” but does not provide a specific requirement or threshold. The proposed ordinance would specify that 5% of existing trees must be preserved and can count towards existing buffer and/or landscaping requirements for major subdivisions and major site plans. This would force preservation of existing trees as a part of compliance with Chapter 8 “Tree protection, Landscaping and Screening.”

**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. Staff Report
2. Draft Ordinance with Text Amendment
3. Planning Board Report
4. Consistency Statement Worksheet
5. Power Point on Existing and Suggested Tree Protections
6. Newspaper Notice

**MANAGER’S COMMENTS AND RECOMMENDATIONS:**

## Town Council Staff Report

Subject: Text amendment related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes  
Ordinance Section: Multiple sections of Land Development Standards (LDS)  
Applicant: Staff initiated text amendment; Development Services Department  
Meeting Date: May 14, 2024

### Background

The proposed text amendments include additions and revisions to several outdated sections of the LDS per recommendations of our Town Attorney Martha Bradley. The amendments related to enhanced tree protection are based on ongoing citizens' feedback. Finally, staff keeps a running list of grammatical and outdated reference errors that are also included.

On April 15, 2024, the Planning Board held a public hearing and unanimously recommended these text amendments with a few modifications to the Town Council, as specified in the attached Planning Board report. The Planning Board also requested a review of the proposed landscaping changes by a professional, such as an arborist or landscape architect, before the amendment is presented to the Council. Per Board's request, staff consulted the following professionals:

1. Bill Skelton- Horticulture Specialist with the Town of Waynesville
2. Christine O'Brien- Program Manager with Haywood Waterways
3. Duane Vanhook- District Director with Haywood Soil and Water Conservation District
4. Emily Clark- Principal/Owner of the Clark Lanning Architects

Their suggestions included:

- Clarification that tree preservation areas will consist of native species
- Native species should show no obvious signs of damage/decline
- Use "tree preservation areas" instead of "tree save areas"
- Increase the preservation requirements in the future and involve arborists in the process

### Staff Recommended Text Changes:

The proposed text amendments include:

- Revised definition of townhomes to align more closely with the definition from the 2018 NC Residential Building Code
- Add a definition of a tree caliper, as defined by the NC Forest Service
- Several provisions to enhance tree preservation efforts for new developments
- Eliminate references to protest petitions that were abolished in NC in 2015
- Clarification of map/text amendment process following a negative recommendation from the Planning Board

The proposed changes to the current Land Development Standards **are in red.**



## **Consistency with the 2035 Comprehensive Land Use Plan**

Staff submits that the proposed text amendments to the LDS are consistent with the first goal of the 2035 Comprehensive Plan:

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

- Encourage in-fill, mixed use, and context-sensitive development.
- Promote conservation design to preserve important natural resources.
- Reinforce the unique character of Waynesville.

Goal 3: Protect and enhance natural resources.

- Protect and enhance water quality and forests.
- Protect rural lands, iconic views and mountain vistas.

The Town will also maintain adequate legal authority through the most up-to-date ordinance.

## **Attachments**

1. Cover Sheet
2. Draft Ordinance with Text Amendment
3. Planning Board Report
4. Consistency Statement Worksheet
5. Power Point on Existing and Suggested Tree Protections
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).

# *DRAFT ORDINANCE FOR COUNCIL CONSIDERATION*

## **ORDINANCE NO. O-22-24**

### **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:

- The Town of Waynesville will continue to “promote smart growth in land use planning and zoning” (Goal #1);
- The proposed text amendment will “promote conservation design to preserve important natural resources” (Goal #1);
- The proposed text amendment will “reinforce the unique character of Waynesville” (Goal #1);
- The amendment will “protect and enhance water quality and forests” (Goal #3);
- The text amendment will help to “protect rural lands, iconic views, and mountain vistas” (Goal #3);
- The Town will maintain adequate legal authority through the most up-to-date ordinance.

**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.” and

**WHEREAS**, after notice duly given, a public hearing was held on April 15, 2024 at the regularly scheduled meeting of the Waynesville Planning Board, and on May 14, 2024 at the regularly scheduled meeting of the Waynesville Town Council;

**NOW, THEREFORE, BE IT ORDAINED BY THE WAYNESVILLE TOWN COUNCIL, MEETING IN REGULAR SESSION ON MAY 14, 2024 AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING:**

That the Land Development Standards be amended as follows:



1. Amend Section 2.4 Dimensional Standards by District as follows:

#### 2.4.1 Table of Dimensional Standards by Residential District.

*Table of Dimensional Standards by Residential District and Table of Dimensional Standards by Mixed-Use/Non-Residential District. Line 5c in both tables- Accessory Structure Setback, Other Standards. See Section 4.5.3 needs to be See Section 4.5.*

2. Amend Section 8.3.1 Existing Vegetation as follows:

- B. **Protection of Vegetation During Design:** The Town expects new development, through the protection of trees and existing vegetation, to be creative in design and placement of buildings, structures, parking and other impervious surfaces as to preserve natural features and to complement the existing topography ~~when practical~~. **Additionally, Major Subdivisions and Major Site Plans shall preserve 5% of the existing trees on site. Tree preservation areas (native species with no obvious damage/decline) with adequate protection measures from construction activities shall be shown on the landscape plan. Tree preservation can be counted towards the required buffers, screens, and/or street trees as specified in 8.3.1. C.**
- C. **Landscape Credits:** The preservation of existing trees, where possible is strongly encouraged. In order to encourage such preservation, preserved trees may be credited towards compliance with the requirements of this section at the rate of:

2"—6" caliper tree = ~~1 tree~~ **2 trees**  
7"—12" caliper tree = ~~2 trees~~ **4 trees**  
13"—18" caliper tree = ~~3 trees~~ **5 trees**  
19"—24" caliper tree = ~~4 trees~~ **6 trees**  
25" + caliper tree = ~~5 trees~~ **7 trees**

3. Amend Section 8.4.1 Buffer Yards as follows:

- B. **Additional Buffer Yard Requirements:** A type B Buffer Yard is required along the side and rear lot lines, not including road frontage, of new major subdivisions of ~~34~~ **15** or more units and special use permits in all districts, except where the above table has a stricter requirement or as part of a conservation subdivision.

4. Amend table in the LDS Section 9.8.3. D. Driveway Spacing (table) as follows:

*District Category column, Neighborhood Residential (~~UR~~) needs to be Neighborhood Residential (**NR**).*

5. Amend LDS Section 12.3.3 E. Variance Procedures as follows:

(b) Functionally dependent facilities if determined to meet the definition as stated in Section ~~17.4~~ **17.5**, provided provisions ...

(e) The necessity to the facility of a waterfront location as defined under Section ~~17.4~~ **17.5** as a functionally...

6. Amend LDS Section 15.14 Map and Text Amendments as follows:

#### 15.14.2 Review By Planning Board.

- A. **Public Notification (Prior to Planning Board):** Level 1, 2, 3 and 4.
- B. **Neighborhood Meeting (15.3.7):** Optional.
- 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 at Section 160D-601 ~~and 160D-602.~~
- D. **Review by Planning Board:** The Planning Board shall conduct a public hearing and receive public input on the proposed amendment and shall make recommendations to the ~~Board of Aldermen~~ **Town Council** regarding whether to approve or deny each proposed amendment within sixty-four (64) days of its first consideration on the matter.
  - 1. ~~Recommendation for Approval: If the Planning Board makes a favorable recommendation, the matter shall be scheduled a public hearing before the Board of Aldermen.~~
  - 2. ~~Recommendation for Denial: If the Planning Board makes a negative recommendation, the petitioner may, within thirty (30) days after written notification from the town clerk, request that a public hearing be held by the Board of Aldermen on the matter. This appeal process does not apply to amendments initiated by the Board of Aldermen or planning department. These amendments go immediately to the Board following a recommendation by the Planning Board.~~
- E. **Review by Town Council:** The Town Council shall conduct a public hearing and receive public input on the proposed amendment within a reasonable time following the public hearing before the Planning Board. If the Planning Board makes a negative recommendation, the petitioner may, within thirty (30) days after written notification of the Planning Board's decision and no less than twenty-four (24) hours prior to the public hearing scheduled before the Town Council, request a continuance of the Town Council hearing to revise the application to address matters raised by the Planning Board.

#### 15.14.5 Plan Consistency.

In accordance with G.S. 160D-604(d); **160D-605(a)**; **160D-701**, all such amendments shall be made in accordance with the Comprehensive Land Use Plan ....

- 7. Amend Section 15.15 Conditional Districts (CD) as follows:

Conditional Districts (~~Section 2.6~~ **Section 2.7**) are districts with conditions voluntarily added ...

#### 15.15.2 Formal Review.

- ~~C **Decisions:** Decisions by the Board of Commissioners shall be by majority vote, unless a valid Protest Petition in accordance with Section 15.14.3 has been filed, in which case, a three-fourths majority vote of eligible members shall be required for approval.~~

- C **Decisions:** Decisions by the Town Council shall be by majority vote.**

- 8. Amend Section 17.3 Definitions, Use Type as follows:

~~**Dwelling Townhome.** Three or more attached dwelling units in which each unit has its own front and rear access to the outside, no unit is located over another unit, each unit is separated from any other unit by one (1) or more vertical common fire resistant walls, and the land underneath each unit is titled to the unit.~~

**Dwelling- Townhome.** A single-family dwelling unit constructed in a group of two or more attached units separated by property lines in which each unit extends from foundation to roof and with a yard or public way on not less than two sides.

9. Add definition to Section 17.4 Definitions, General as follows:

~~**Caliper.** A standard trunk diameter measurement for nursery grown trees taken 6 inches above the ground for up to and including 4 inch Caliper size, and 12 inches above the ground for larger sizes.~~

**Caliper.** The diameter measurement of a tree's trunk taken six (6) inches above the ground for trees up to and including four (4) inches caliper size, and twelve (12) inches above the ground for trees exceeding four (4) inches caliper size.

ADOPTED this \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

TOWN OF WAYNESVILLE

\_\_\_\_\_  
J. Gary Caldwell, Mayor

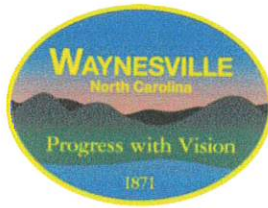
ATTEST:

\_\_\_\_\_  
Candace Poolton, Town Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Martha Bradley, Town Attorney





To: Waynesville Town Council  
From: Olga Grooman, Assistant Development Services Director  
Date: May 14, 2024  
Subject: Planning Board Report and Statement of Consistency  
Description: Text amendments related to general corrections and updates, including protest petitions, tree preservation, and definition of townhomes, various sections of the Land Development Standards (LDS)  
Applicant: Development Services Initiated Text Amendment

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

1. Board member Michael Blackburn made a motion which was seconded by board member Stuart Bass **to recommend the proposed text amendment to the Town Council** with the following modifications:
  - Lower the requirement for a type B Buffer along the side and rear lot lines and require it for major subdivisions of 15 units (LDS 8.4.1).
  - Strike out the phrase "when practical" from the *Protection of Vegetation During Design* section (LDS 8.3.1. B).
  - Amend the proposed definition of townhomes from 3 to 2 units (LDS 17.3).

Additionally, the Board requested the review of the proposed changes by a professional, such as an arborist or landscape architect, before the amendment goes to the Council.

The motion passed with a unanimous vote.


2. A motion was made by board Chair Susan Teas Smith and seconded by board member Jan Grossman that the proposed text amendment 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.

Goal # 3: Protect and enhance Waynesville's natural resources.

The motion carried unanimously.

  
Susan Teas Smith, Planning Board Chair      Date 4/18/24

  
Esther Coulter, Administrative Assistant      Date 4-18-24



To: Waynesville Town Council  
From: Olga Grooman, Assistant Development Services Director  
Date: May 14, 2024  
Subject: Text Amendment Statement of Consistency  
Description: Text amendment related to general corrections and updates

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: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# Existing Tree Protections in LDS

## Chapter 9- Parking and Driveways

### 9.2.2 Exemptions and Adjustments

***D. Tree Preservation:*** *The minimum number of parking spaces required may be adjusted by the Administrator when it has been determined that the reductions are necessary to preserve a healthy tree or trees (with a 12-inch or greater diameter at breast height) from being damaged or removed, and where the site plan provides for the retention of said tree or trees.*



# Existing Tree Protections in LDS

## Chapter 7- Civic Space

### 7.2.1 Required Civic Space Types

**B. Green:** *An open space available for unstructured recreation. A Green may be spatially defined by landscaping rather than building frontages. Its landscape shall consist of lawn and trees, naturalistically disposed. The minimum size shall be .16 acre.*

**D. Square:** *An open space available for unstructured recreation and civic purposes. A Square is spatially defined by building frontages. Its landscape shall consist of paths, lawns and trees, formally disposed.*

**H. Dog Park:** *... The dog park shall also have a designated waste disposal facility, signage with applicable rules, a shade area (with either a structure or mature shade trees).*

# Existing Tree Protections in LDS

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.1 Existing Vegetation

- A. Existing Vegetation, Fences, Walls, and Berms:** *The use of existing trees or shrubs to satisfy the landscaping requirements of this Chapter is expected. Significant existing vegetation within landscaped areas shall be preserved and credited toward required landscaping.*
- B. Protection of Vegetation During Design:** *The Town expects new development, through the protection of trees and existing vegetation, to be creative in design and placement of buildings, structures, parking and other impervious surfaces as to preserve natural features and to complement the existing topography when practical.*

# Existing Tree Protections in LDS

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.1 Existing Vegetation

**C. Landscape Credits:** *The preservation of existing trees, where possible is strongly encouraged. In order to encourage such preservation, preserved trees may be credited towards compliance with the requirements of this section at the rate of:*

*2"—6" caliper tree = 1 tree*

*7"—12" caliper tree = 2 trees*

*13"—18" caliper tree = 3 trees*

*19"—24" caliper tree = 4 trees*

*25" + caliper tree = 5 trees*

*In order to receive credit, preserved vegetation must be in good health and condition. Trees designated for preservation must be indicated on the landscape and grading plans and protected (with barriers) during grading and construction.*



# Existing Tree Protections in LDS

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.1 Existing Vegetation

**D. *Replacement of Preserved Trees***: *If a preserved tree dies within twenty-four (24) months of completion of the project, it must be replaced with the total number of trees which were credited to the existing tree.*

# Existing Tree Protections in LDS

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.3 Tree Trimming and Removal

**C. Tree Topping:** *Tree topping and/or shearing shall be prohibited on all trees on public property, designated rights-of-way, required tree save areas, landscaping, and buffer yards unless otherwise approved by the Administrator.*

**F. Protection during Surveying:** *No tree greater than 12 inches in diameter at breast height (DBH) located on public property or within a required tree protection area shall be removed for the purpose of surveying without an approval from the Administrator.*

# Existing Tree Protections in LDS

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.8.4 Protection of Existing Trees During Construction

- *Barricades* installation
- *Limitations on land disturbance within a tree dripline*



# Suggested Additions

## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.1 Existing Vegetation

- B. *Protection of Vegetation During Design:*** The Town expects new development, through the protection of trees and existing vegetation, to be creative in design and placement of buildings, structures, parking and other impervious surfaces as to preserve natural features and to complement the existing topography when practical. *Additionally, Major Subdivisions and Major Site Plans shall preserve 5% of the existing trees on site. Tree preservation areas (native species with no obvious damage/decline) with adequate protection measures from construction activities shall be shown on the landscape plan. Tree preservation can be counted towards the required buffers, screens, and/or street trees as specified in 8.3.1. C.*



# Suggested Additions

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## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.3.1 Existing Vegetation

**C. Landscape Credits:** *The preservation of existing trees, where possible is strongly encouraged. In order to encourage such preservation, preserved trees may be credited towards compliance with the requirements of this section at the rate of:*

2"—6" caliper tree = ~~1 tree~~ **2 trees**

7"—12" caliper tree = ~~2 trees~~ **4 trees**

13"—18" caliper tree = ~~3 trees~~ **5 trees**

19"—24" caliper tree = ~~4 trees~~ **6 trees**

25" + caliper tree = ~~5 trees~~ **7 trees**



# Suggested Additions

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## Chapter 8- Tree Protection, Landscaping, and Screening

### 8.4.1 Required Buffer Yards

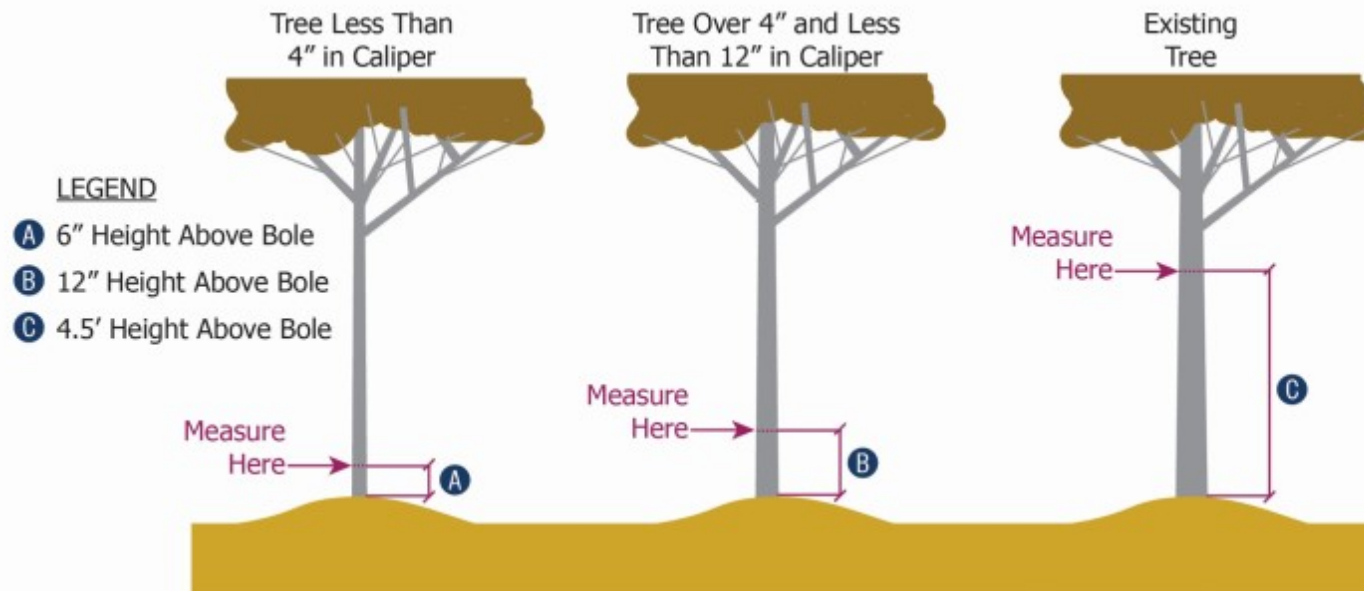
***B. Additional Buffer Yard Requirements:*** *A type B Buffer Yard is required along the side and rear lot lines, not including road frontage, of new major subdivisions of ~~31~~ 15 or more units and special use permits in all districts, except where the above table has a stricter requirement or as part of a conservation subdivision.*



# Suggested Additions

## Section 17.4 Definitions, General

***Caliper.*** The diameter measurement of a tree's trunk taken six (6) inches above the ground for trees up to and including four (4) inches caliper size, and twelve (12) inches above the ground for trees exceeding four (4) inches caliper size.



## Developing Tree Protection Ordinances in North Carolina

*A Guide to Local Ordinance Creation*



Developed by the Nicholas Institute for Environmental Policy Solutions for (and with guidance from) the Urban & Community Forestry Program of the North Carolina Forest Service and the North Carolina Wildlife Resources Commission. 2017 edits and revision by Edward Macie USDA Forest Service (Ret.), and Consulting Urban Forester.



Funding for this project was provided in part through the Urban & Community Forestry Program of the North Carolina Forest Service, Department of Agriculture and Consumer Services, in cooperation with the USDA Forest Service, Southern Region.



The North Carolina Forest Service is an equal opportunity employer. Its programs, activities and employment practices are available to all people regardless of race, color, religion, sex, age, national origin, disabilities, or political affiliation.









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

FOR PUBLICATION IN THE MOUNTAINEER: May 1<sup>st</sup> and May 8<sup>th</sup> (Wednesday) editions

Date: April 23, 2024

Contact: Olga Grooman, (828) 356-1172

### **Notice of Public Hearing**

#### **Town of Waynesville Council**

The Town of Waynesville Council will hold a public hearing on Tuesday, May 14<sup>th</sup>, 2024 at 6:00 p.m. or as closely thereafter as possible, in the Town Hall Board Room, located at 9 South Main Street, Waynesville, NC, to consider a text amendment related to LDS corrections and updates, including protest petitions, tree preservation, and definition of townhomes, multiple sections of LDS.

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



**TOWN OF WAYNESVILLE TOWN COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14, 2024**

**SUBJECT:** Interview Logistics for Waynesville Housing Authority applicants

**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 Waynesville Housing Authority has one vacancy. The Town has recently received three applications from Colleen Davis, Amanda Singletary, and Corey Isbell. According to the Boards and Commissions Manual, Council must interview the applicants before appointing a new member. Staff requests that Council decide who will be interviewing the applicants, and when they would like to interview them.

**MOTIONS FOR CONSIDERATION**

**FUNDING SOURCE/IMPACT**

N/A

**MANAGER'S COMMENTS AND RECOMMENDATIONS**

**ATTACHMENTS:**

**TOWN OF WAYNESVILLE COUNCIL  
REQUEST FOR COUNCIL ACTION  
Meeting Date: May 14th, 2024**

**SUBJECT:** Award Janitorial Contract for Town Facilities

**AGENDA INFORMATION:**

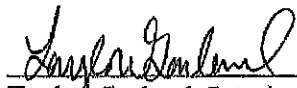
**Agenda Location:** New Business  
**Item Number:**  
**Department:** Asset Services  
**Contact:** Julie Grasty  
**Presenter:** Julie Grasty

**BRIEF SUMMARY:** On June 30, 2024, our contract with our current vendor Assett Commercial Services will end. An RFP was sent out to eight janitorial firms, during this time four firms requested a walk-thru and four bids were received. After vetting the lowest apparent bidder, we would be a unit franchise of Stratus Building Solutions of Greenville, SC, therefore staff is recommended that the Town award to the second lowest responsible bidder Clean Environments of Asheville, Inc. The bid tabulation is attached.

**MOTION FOR CONSIDERATION:** To award the Janitorial Contract to Clean Environments of Asheville, Inc., with the contract ending June 30, 2026, in the amount of \$ 86,366.04 annually.

**FUNDING SOURCE/IMPACT:**

Public Works-Inside Facilities-Other Contractual Services 104260-534490.

  
Taylor Garland, Interim Finance Director

5/8/24  
Date

**ATTACHMENTS:**

Janitorial Services Bid Tabulation

**MANAGER'S COMMENTS AND RECOMMENDATIONS**

# TOWN OF WAYNESVILLE



## Janitorial Services Bid Tabulation Contract Period July 1, 2024 through June 30, 2026

FACILITY	Assett Commercial Services	Clean Environments		Quality Janitorial Group, INC		Stratus Building Solutions	
	Cost	Cost		Cost		Cost	
Municipal Building	\$ 795.00	\$ 1,483.00		\$ 5,000.00		\$ 1,200.00	
Finance and Station II Building	\$ 1,495.00	\$ 960.00		\$ 2,600.00		\$ 1,200.00	
Town Hall, Police and Development Services Building	\$ 2,849.00	\$ 3,600.00		\$ 14,430.00		\$ 3,050.00	
Public Works Building	\$ 2,395.00	\$ 1,154.17		\$ 6,100.00		\$ 1,300.00	
Total Monthly Cost	\$ 7,534.00	\$ 7,197.17		\$ 28,130.00		\$ 6,750.00	
Annual Contract Cost	\$ 90,408.00	\$ 86,366.04		\$ 337,560.00		\$ 81,000.00	



Town of Waynesville  
*Professional Janitorial Service Proposal*

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**General**

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Clean Environments agrees to provide all labor, supervision, material, and equipment necessary to assure performance of specified cleaning service for the customer. This shall include all services described in the written specifications attached. Clean Environments agrees to furnish such cleaning service for a period of one year, the dates yet to be agreed upon.

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**Compensation**

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5 day per week Professional Cleaning Service Program: **TOTAL PRICE: \$7197.50**  
*Total Price includes all 4 sites and specialty cleaning in May & October*

**Municipal Building - 16 S. Main St: TOTAL MONTHLY COST: \$1483.33**

- Janitorial Services: **\$1350.00/Monthly**
- October Strip/Way: \$500
- Quarterly Buff (3 Additional VCT Maintenance): \$200/visit / \$600 Total
- May Carpet Cleaning: \$200
- May Window Cleaning: \$300
- Total Specialty Services: \$1600 / **\$133.33 Monthly**

**Hazelwood - 280 Georgia Ave: TOTAL MONTHLY COST: \$960.00**

- Janitorial Services: **\$750.00/Monthly**
- October Strip/Way: \$750
- Quarterly Buff (3 Additional VCT Maintenance): \$300/visit / \$900 Total
- May Carpet Cleaning: \$570
- May Window Cleaning: \$300
- Total Specialty Services: \$2520.00 / **\$210.00 Monthly**

**Town Hall - 9 S. Main St: TOTAL MONTHLY COST: \$3600.00**

- Janitorial Services: **\$3200.00/Monthly**
- October Strip/Way: \$1200
- Quarterly Buff (3 Additional VCT Maintenance): \$500/visit / \$1500 Total
- May Carpet Cleaning: \$1800
- May Window Cleaning: \$300
- Total Specialty Services: \$4800 / **\$400.00 Monthly**

**Town Hall - 9 S. Main St: TOTAL MONTHLY COST: \$1154.17**

- Janitorial Services: **\$1000.00/Monthly**
- October Strip/Way: \$450
- Quarterly Buff (3 Additional VCT Maintenance): \$300/visit / \$900 Total
- May Carpet Cleaning: \$200
- May Window Cleaning: \$300
- Total Specialty Services: \$1850 / **\$154.17 Monthly**



WOMEN'S BUSINESS ENTERPRISE  
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

# National Women's Business Enterprise Certification

to

Clean Environments of Asheville, Inc.

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).  
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.

Certification Granted: January 29, 2008  
Expiration Date: January 31, 2024  
WBENC National Certification Number: 2005109884

Authorized by Roz Lewis, President & CEO  
Women's Business Center



NAICS: 561740, 561720  
UNSPSC: 76110000, 76111604

