



Town of Waynesville, NC

Board of Aldermen Regular Meeting

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

Date: March 22, 2022 Time: 6:00 p.m.

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(828) 452-2491 eward@waynesvillenc.gov

- A. CALL TO ORDER - Mayor Gary Caldwell**
 - 1. Welcome/Calendar/Announcements
- B. PUBLIC COMMENT**
- C. ADDITIONS OR DELETIONS TO THE AGENDA**
- D. CONSENT AGENDA**

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

- i. Adoption of minutes of the March 8, 2022 regular meeting
- ii. Drug Awareness Walk Special Event

Motion: To approve the consent agenda as presented.

- E. PRESENTATION**
 - 2. Tuscola High School Junior Air Force ROTC
 - Steven W. Robertson, SMSgt, USAF (Retired)
 - 3. Banning "Tethering" of Dogs Within the Town of Waynesville, North Carolina.
 - Holly Greenwald
 - 4. Three Month Crime Summary
 - Peggy Hannah
- F. PUBLIC HEARING**

5. Public Hearing to consider a text amendment to the Land Development Standards (LDS) on revisions to LDS Section 12.5: Stormwater Management.

- Olga Grooman, Planner

1. **Motion: To find the attached ordinance is consistent with the Comprehensive Plan and is reasonable and in the public interest.**

2. **Motion: To adopt the Ordinance #0-05-22 as presented (or as amended).**

6. Public Hearing to consider Land Development Standards (LDS) text amendments regarding 160D clarifications and definitions, and other minor amendments.

1. **Motion: To find the attached ordinance is consistent with the Comprehensive Plan and is reasonable and in the public interest.**

2. **Motion: To adopt Ordinance # O-06-22 as presented (or as amended).**

7. Public Hearing to consider a text amendments to the Land Development Standards (LDS) on revisions to LDS Section 6.10: Transportation Impact Analysis

1. **Motion: To find the attached ordinance is consistent with the Comprehensive Plan and is reasonable and in the public interest.**

2. **Motion: To adopt the Ordinance# O-07-22 as presented (or as amended).**

F. OLD BUSINESS

8. Fee amendment to Sanford Holshouser agreement

- Rob Hites, Town Manager

Motion: To Approve amending Sanford Holshouser contract to add \$9,500 for services rendered for representing the Town in the refinancing of the Public Services Building, the purchase of a Fire Tanker and repayment of the General Fund Balance for purchase of the Fire Station #2 property.

9. Approval of Resolution Providing Final Approval for Installment Financing up to \$1,900,000 for a Fire Station Site and Tanker Truck and Refinance an Existing Loan

- Rob Hites, Town Manager

Motion: To adopt Resolution R-01-22 authorizing execution of the contract and deed of trust on behalf of the Town.

G. NEW BUSINESS

10. (1.) Green Hill Cemetery Veteran’s Memorial Plot IV

- Julie Grasty, Asset Services Manager

Motion: To approve R-02-22 designating Memorial Plot IV be set aside in the Shook Survey of Green Hill Cemetery.

(2.) Approve the addition of Sec. 18-9 Veterans Memorial Section Regulations and Sec. 18-20 Placing Articles on lots generally to the Cemetery Ordinance.

- Julie Grasty, Asset Services Manager

Motion: To approve the addition of Sec. 18-9 Veterans Memorial Section Regulations and Sec. 18-20 Placing Articles on lots generally to the Cemetery Ordinance as presented.

11. Open Burning Ordinance

- Joey Webb, Fire Chief

Motion: To approve Ordinance # O-08-22 to regulate open burning in the Town of Waynesville.

12. Fire Department Equipment Purchase

- Joey Webb, Fire Chief

Motion: To approve Ordinance # O-10-22 Amendment 18 to the 2021/2022 Budget for the purchase of equipment for the Fire Department with funding from the Laurence Ross Testamentary Trust.

13. Budget amendment to use SWAT Team Grant Funds for the 2021-2022 fiscal year to purchase new equipment for the SRT Team.

- Misty Hagood, Finance Director

Motion: To approve Ordinance # O-09-22, Amendment 17 to the budget increasing the amount available to purchase equipment for the SRT Team.

14. Helping Hands of Haywood Second ARP Installment

- Assistant Town Manager Jesse Fowler

Motion: To approve the third installment of American Recovery Plan funding to Helping Hands of Haywood for the sole purpose of providing temporary housing to individuals experiencing homelessness in the amount of \$8,750

15. Haywood Pathways 4th Annual Empty Bowls

- Assistant Town Manager Jesse Fowler

Motion: *To approve a sponsorship for the Haywood Pathways Center's 4th Annual Empty Bowls Fundraiser*

H. COMMUNICATION FROM STAFF

16. Manager's Report

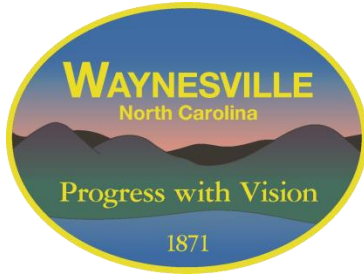
- Town Manager, Rob Hites

17. Town Attorney Report

- Town Attorney, Martha Bradley

I. COMMUNICATIONS FROM THE MAYOR AND BOARD

J. ADJOURN



TOWN OF WAYNESVILLE

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 16 South Main Street
 Waynesville, NC 28786
 Phone (828) 452-2491 • Fax (828) 456-2000
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CALENDAR April 2022

2022	
Saturday April 2	Gateway to the Smokies Marathon/Mighty 4 Miler to benefit the Riley Howell Foundation 8:00 am – 12:00 noon
Tuesday April 12	Board of Aldermen Meeting – Regular Session
Friday April 15	Town Offices Closed – Good Friday
Tuesday April 26	Board of Aldermen Meeting – Regular Session
Saturday May 7	Whole Bloomin Thing Festival – 9:00 am – 4:00 pm
Tuesday May 10	Board of Alderman Meeting – Regular Session
Sunday May 15	Drug Awareness Walk – Main Street 2:00 pm – 4:00 pm
Monday May 24	Board of Aldermen Meeting – Regular Session
Monday May 30	Town Offices Closed – Memorial Day
Tuesday June 14	Board of Aldermen Meeting – Regular Session
Tuesday June 28	Board of Aldermen Meeting – Regular Session
Monday July 4	Town Offices Closed – Independence Day
Tuesday July 12	Board of Aldermen Meeting – Regular Session
Tuesday July 26	Board of Aldermen Meeting – Regular Session
Tuesday August 9	Board of Aldermen Meeting – Regular Session
Tuesday August 23	Board of Aldermen Meeting – Regular Session
Monday September 5	Town Offices Closed – Labor Day
Tuesday September 13	Board of Aldermen Meeting – Regular Session
Tuesday September 27	Board of Aldermen Meeting – Regular Session
Tuesday October 11	Board of Aldermen Meeting – Regular Session
Tuesday October 25	Board of Aldermen Meeting – Regular Session
Tuesday November 8	Board of Aldermen Meeting – Regular Session
Tuesday November 11	Town Offices Closed – Veterans Day
Friday November 22	Board of Aldermen Meeting – Regular Session
Tuesday December 13	Board of Aldermen Meeting – Regular Session
December 23, 24 & 27th	Town Closed – Christmas Holidays

Board and Commission Meetings – April 2022

ABC Board	ABC Office – 52 Dayco Drive	April 19 3 rd Tuesday 10:00 AM
Board of Adjustment	Town Hall – 9 S. Main Street	April 5 1 st Tuesday 5:30 PM
Downtown Waynesville Advisory Committee	Municipal Building – 16 South Main Street	April 19 3 rd Tuesday
Firefighters Relief Fund Board	Fire Station 1 – 1022 N. Main Street	Meets as needed; <i>No meeting currently scheduled</i>
Historic Preservation Commission	Town Hall – 9 S. Main Street	April 6 1 st Wednesday 2:00 PM
Planning Board	Town Hall – 9 S. Main Street	April 18 3 rd Mondays 5:30 PM
Public Art Commission	Town Hall – 9 S. Main Street	April 14 2 nd Thursdays 4:00 PM
Recreation & Parks Advisory Commission	Rec Center Office – 550 Vance Street	April 20 3 rd Wednesday 5:30 PM
Waynesville Housing Authority	Waynesville Towers – 65 Church Street	April 12 2 nd Tuesday 3:30 PM

MINUTES OF THE TOWN OF WAYNESVILLE BOARD OF ALDERMEN
Regular Meeting
March 8, 2022

THE WAYNESVILLE BOARD OF ALDERMEN held a regular meeting on Tuesday, March 8, 2022, at 6:00 pm. in the Town Hall Board Room located at 9 South Main Street Waynesville, NC.

A. CALL TO ORDER

Mayor Gary Caldwell called the meeting to order at 6:05 pm with the following members present:

Mayor Gary Caldwell
Mayor Pro Tem Julia Freeman
Alderman Jon Feichter
Alderman Chuck Dickson

Alderman Anthony Sutton was absent.

The following staff members were present:

Rob Hites, Town Manager
Jesse Fowler, Assistant Town Manager
Eddie Ward, Town Clerk
Martha Bradley, Town Attorney
David Adams, Police Chief
Police Department Officers
Patty Johnson, Police records
Fire Chief Joey Webb
Finance Director, Misty Hagood
Tax Collector, Sharon Agostini
Beth Gilmore, DWAC Director

The following media representative was present:

Becky Johnson, Mountaineer (arrived at 6:49 pm.)
Cory Valliancort, Smoky Mountain News

1. Welcome/Calendar/Announcements

Mayor Caldwell asked Sheriff Greg Christopher to open with prayer.

He reminded everyone of the upcoming events: Gateway to the Smokies Marathon and the VIP event to be held at Chestnut Mountain in Canton.

B. PUBLIC COMMENT

Mr. Dick Young made comments concerning rerouting trucks from Main Street.

Ms. Peggy Hannah commented on safety issues stemming from Homeless around Belk's and Ingles in Hazelwood.

C. ADDITIONS OR DELETIONS TO THE AGENDA

There were no additions or deletions to the agenda.

D. CONSENT AGENDA

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

- i. Adoption of minutes of the February 21, 2022 special meeting
- ii. Adoption of minutes of the February 22, 2022 regular meeting

A motion was made by Alderman Chuck Dickson, seconded by Alderwoman Julia Freeman, to approve the Consent Agenda as presented. The motion passed unanimously.

D. PRESENTATION

2. Chief David Adams

- 1) Life Saving Awards granted to the following: Sgt. Dickey, Master Officer Carver and Officer Gasperson

Chief Adams described a situation that occurred on February 9th with Sergeant Eric Dickey, Master Officer Tim Carver and Officer Cam Gasperson involving a cardiac arrest. The officers were able to start CPR immediately, and the patient lived because of their quick thinking and actions. The officers were presented with Life Saving Award Certificates for their actions.

- (2) Life Saving Awards granted to the following: Sgt. Matthew Trantham, Deputy Josh Watts of Haywood County SO, Sgt. Ryan Craig, Sergeant Shawn Messer & Officer Cam Gasperson WPD

Assistant Chief Brandon Gilmore told the Board about the accident that occurred on February 24th while Officer Heath Pressley and K-9 Luke were traveling to work in the early morning. He said that due to the quick thinking of Haywood County Deputies Matthew Trantham, and Josh Watts, along with Waynesville Police Department officers Shawn Messer, Ryan Craig, and Cam Gasperson, the life of Officer Heath Pressley and K-9 Luke was saved. They were presented with Life Saving Award Certificates.

Officer Pressley thanked everyone for the prayers that have been offered up for him and the quick thinking of his fellow law enforcement officers.

E. PUBLIC HEARING

3. Public Hearing for borrowing funds for Fire Tanker Truck and repayment of General Fund for Land Purchase
 - Town Manager Rob Hites

Town Attorney Martha Bradley opened the Public Hearing at 6:21 pm.

Manager Hites explained that the Town is on schedule to appear before the Local Government Commission on April 8, 2022, to request to borrow up to \$450,000 for the purchase of a Fire Tanker Truck and repay the General Fund Balance \$400,000.00 for purchase of the land where Fire Station #2 will be located.

The interest rate is proposed to be 2.01% for a period of 15 years. In addition, the Town is requesting LGC approval to refinance the existing 2.09% loan for the Public Works Facility to 2.0% for a 9 -year term. He presented Resolution R-01-22 which supports the application to the Commission for its approval.

Alderman Jon Feichter had a question concerning Article 3 in the resolution concerning prepayment of the loan. Manager Hites will contact Mr. Bob Jessup with that question.

A motion was made by Alderwoman Julia Freeman, seconded by Alderman Chuck Dickson, to approve Resolution R-01-22 supporting application to the Local Government Commission for its approval of Town financing agreements – approximately \$1,000,000 for property acquisition for a Fire Station site, tanker truck financing, refinancing of existing loan, and reimburse the General Fund Balance \$400,000 . The motion passed unanimously.

F. NEW BUSINESS

4. Historic Preservation Commission Member
 - Jesse Fowler, Assistant Town Manager

Assistant Manager Fowler explained that Since July of 2021 there has been a vacancy on the Historic Preservation Commission due to there being a tie between two applicants that were already serving on other Boards. This is a request for the Board to vote on one of four applicants to fill that vacancy. The applicant will serve a three-year term ending on June 30, 2025.

The Board had previously received four applications to review for the vacancy.

A motion was made by Alderman Jon Feichter, seconded by Alderman Chuck Dickson, to approve Caroline Brown-Williamson to serve as an Historic Preservation Commission Member for a three-year term ending June 30, 2025. The motion cleared unanimously.

5. Amendments to the Municipal Records Retention Schedule

- Jesse Fowler, Assistant Town Manager

Mr. Fowler reported that periodically the NC Department of Cultural Resources amends the Records Retention Schedule to include information that may have been changed due to legislative updates or other necessary revisions.

This request is to approve the newest revision of the Programs Record Schedule and the General Records Schedule.

A motion was made by Alderman Jon Feichter, seconded by Alderman Chuck Dickson, to approve the latest version of the retention schedule as presented. The motion passed unanimously.

6. Downtown Waynesville Advisory Committee Chairman Selection

- Jesse Fowler, Assistant Town Manager

The Downtown Waynesville Advisory Committee held their first meeting on February 23rd. The Committee nominated Jay Spiro as their preferred Chairman. Mr. Spiro has experience working with downtown organizations in Sylva, NC and has experience in the revitalization through working to revitalize “Old Cullowhee”. Mr. Spiro is an at-large member of the Downtown Waynesville Advisory committee.

Mr. Spiro told the Board that he was excited to begin work with the newly formed Commission as well as the existing DWA. He said he felt that they could accomplish good things for the Town.

A motion was made by Alderman Chuck Dickson seconded by Alderwoman Julia Freeman, to appoint Jay Spiro as Chairman of the Downtown Waynesville Advisory committee. The motion passed unanimously.

7. Presentation of Phase II Wayfinding Program

- Rob Hites, Town Manager

Manager Hites told the Board that late in the fall the TDA sent out a request for RFPs for funds they received in excess of their funded program. The Towns of Haywood County jointly applied for a regional grant to help fund the final phase of the Wayfinding Program. The TDA awarded Waynesville \$40,000 toward the final phase. The balance would be funded by the second

reimbursement of ARP funds. Signage was placed at critical intersections that direct visitors to all three of our commercial districts. In addition to the signage, “Public Parking Signs” were placed in several locations. The State requires that the messages on Wayfinding Signs be generic so a visitor would read “Downtown, Frog Level or Hazelwood. They may include museums and theaters such as Hart or Shelton House.

Mr. Buzz Bizzell, from Bizzell Design, has divided the project into three components: the Parking Signage \$33,045.90, the Downtown Waynesville Wayfinding Signs \$29,390.30 and the Frog Level and Hazelwood Wayfinding Signs \$39,546.50. All the phases total \$101,981.90. Mr. Bizzell will be presenting his designs, and how they fit into a coordinated branding program, for both Waynesville and the rest of the County.

A motion was made by Alderman Jon Feichter, seconded by Alderman Chuck Dickson to receive Mr. Bizzell’s presentation and refer the Downtown, Frog Level and Hazelwood phases to their respective stake holders for input. The item will be placed on the April 12th agenda.

8. Budget Amendment to allocate \$30,000 from fund balance for the development of Engineering and Construction Documents for Greenway segment at Mountain Creek Plaza.
 - Elizabeth Teague, Development Services Director

Ms. Teague explained to the Board that the Town is coordinating with Tribridge Real Estate as part of the Mountain Creek Plaza development, and with NCDOT as part of the Russ Avenue project, to design a greenway and park space along Richland Creek on property that the Town owns. She requested \$30,000.00 to hire Civil Design Concepts to design, engineer and develop construction and bid documents to construct the segment of greenway. Cost estimates from this contract will be used to apply for funding from the Haywood County Tourism Development Authority for assistance with the construction.

A motion was made by Alderwoman Julia Freeman, seconded by Alderman Chuck Dickson to approve Ordinance No.O-04-22 Amendment No. 16 to the 2021-2022 Budget in the amount of \$30,000.00 for the development of Engineering and Construction Documents for Greenway segment at Mountain Creek Plaza. The motion passed unanimously.

9. Report on Unpaid Property Taxes/Yearly Tax Advertisement in Local Newspaper
 - Sharon Agostini, Tax Collector

Ms. Agostini asked the Board to approve the advertisement of delinquent taxes in The Mountaineer, which is the local newspaper, in accordance with N.C.G.S.105-369, the last week of March.

A motion was made by Alderman Jon Feichter, seconded by Alderwoman Julia Freeman to approve the yearly tax advertisements in The Mountaineer in accordance with N. C. G. S.105-369. The motion passed unanimously.

G. COMMUNICATION FROM STAFF

10. Manager's Report

- Rob Hites, Town Manager

Social Districts

Manager Hites gave a brief overview of Social District, and the requirements of creating the district in the Town. He defined a Social District as a defined outdoor area in which a person may consume alcoholic beverages sold by an ABC permittee. This was included with House Bill 890 that was signed by the Governor in September. The Town may adopt an ordinance designating an area within the municipal limits as a social district under G.S. 160A-205.6.

The requirements include:

1. Social districts must be clearly defined and post signage in conspicuous locations indicating:
 - a. The area included in the social district
 - b. The days and hours during which alcoholic beverages can be consumed in the social district and
 - c. The telephone number for the ALE division and local law enforcement jurisdiction over the social district.
 - d. A clear statement that an alcoholic beverage purchased for consumption in a social district shall:
 - i. Only be consumed within the social district and
 - ii. Be disposed of before the person possessing the alcoholic beverage exits the social districts unless the person is reentering the licensed ABC premises where the alcoholic beverage was purchases (G.S. 18B-906.1(c)(1)).
2. Social districts are only allowed to operate during the hours defined under G.S. 18B-1006: from 7am until 2 am Monday-Saturday and 10am-2am on Sundays because the Town of Waynesville has allowed for earlier Sunday Sales. (G.S. 18B-906.1(c)(1)).
3. A Town designating a social district is required to establish management and maintenance plans for the social district and post these plans along with a drawing of the boundaries and the applicable days and hours of the social district on the city's website. A social district must be maintained in a manner that protects the health and safety of the public. (G.S. 18B-906.1(c)(2)).

4. Before a social district can become operational, a Town must submit to the North Carolina ABC a detailed map of the social district with the boundaries clearly marked and the days and hours during which alcoholic beverages can be consumed. (G.S. 18B-906.1(c)(3)).

Additional Rules that ABC permittees must follow to sell alcohol within a social district:

First, an ABC permittee must be in or contiguous to the social district in which it is selling alcohol to be consumed.

Secondly, the ABC Permittee is only allowed to sell and serve alcoholic beverages ON its licensed premises. In other words, the ABC Permittee cannot sell alcoholic beverages in the street or down the street from its licensed premises just because they are in or are contiguous to the social district.

Third, alcoholic beverages that are being sold to be consumed in a social district can only be sold in a container that meets the following requirements:

1. The container clearly identifies the ABC permittee from which the alcoholic beverage was purchased.
2. The container clearly displays a logo or some other mark that is unique to the social district in which it will be consumed.
3. The container is NOT made of glass.
4. The container displays, in no less that 12-point font, the statement “Drink Responsibly – Be 21.”
5. The container cannot hold more than 16 fluid ounces.

Finally, the ABC permittee must prohibit a person from entering or reentering its licensed premises with an alcoholic beverage not sold by the ABC permittee as is the current law. An example, XYZ restaurant sells John Smith a cup of wine. John Smith cannot reenter XYZ Restaurant with a cup of beer he bought at Acme Brewing located within the same social district. John Smith also cannot enter XYZ restaurant for the first time with the cup of beer John Smith bought at Acme Brewing. They can, however, re-enter the same location where they purchased the alcohol that they are still consuming.

If a business wishes to opt out, there must be signage that indicates that retail customers can or cannot not enter with alcohol, and signage must indicate that a bar or restaurant may not remove alcohol from the facility.

Manager Hites told the Board that the structure for the proposed districts in Downtown Waynesville, Frog Level and Hazelwood will be based on input from residents, permit holders, non-permit holders, the Town’s liability holders, Law Enforcement, and the ABC Legal team in Raleigh.

After much discussion, the consensus of the Board was to allow Manager Hites to present the ideas to the Downtown Waynesville Advisory Committee, and merchants in Frog Level and Hazelwood.

11. Town Attorney Report

- Martha Bradley, Town Attorney

Attorney Bradley gave an update on the Triangle lawsuit.

H. COMMUNICATIONS FROM THE MAYOR AND BOARD

Alderman Chuck Dickson mentioned that a piece of property near Lee Street has become overgrown and asked that the Public Services Director speak with NCDOT to see if that area can be cleaned up.

Mayor Caldwell said there would be an informational program about Broadband held on March 21, 2022 at Holly Springs Baptist Church if anyone wished to attend.

Due to a discrepancy with schedules, the dates for the upcoming Board retreat will be decided at the March 22, 2022 Board meeting.

I. ADJOURN

With no further business, a motion was made by Alderman Jon Feichter, seconded by Alderwoman Julia Freeman, to adjourn the meeting at 7:27pm. The motion carried unanimously.

ATTEST:

Gary Caldwell, Mayor

Robert W. Hites, Jr. Town Manager

Eddie Ward, Town Clerk



Application for Special Events Permit

The SHARE Project

I. General Information

EVENT NAME: 2nd Annual Drug Awareness Walk & Event

EVENT DATE(S): Sunday, May 15, 2022

LOCATION: First Baptist to Courthouse

IF THIS EVENT IS A PARADE OR ROAD RACE: Line up on Academy & walk down main st to courthouse
Please provide a full route description and map

SET-UP TIME (START/END): 1:15 pm

EVENT HOURS: 2:00 - 4:00

DISMANTLE HOURS (START/END): _____

ESTIMATED ATTENDANCE: 200

BASIS ON WHICH THIS ESTIMATE IS MADE: last year's 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: The Share Project

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

APPLICANT NAME: Michele Rogers TITLE: CO-FOUNDER

ADDRESS: 516 Montgomery St Ste 3 CITY: Waynesville STATE: NC ZIP: 28786

PHONE: FAX#: _____ EMAIL: info@theshareproject.org

ON-SITE CONTACT: Michele Rogers TITLE: _____

ADDRESS: 516 Montgomery St Ste 3

PHONE #: CELL PHONE #: 828-243-9958 EMAIL: info@theshareproject.org

III. Brief Description of Event

We will line up on Academy & walk down Main street carrying Overdose Awareness banners. We will end on the Courthouse lawn where we will have speakers & provide information.

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. Academy
- 2. Part of Main St
- 3. _____

V. Event Details

YES NO

Does the event involve the sale or use of alcoholic beverages? NO

If yes, has the ABC permit been obtained? Yes No Please provide a graphic of the area where alcoholic beverages will be purchased or consumed (i.e. beer garden layout)

Does the event involve the sale of food? NO

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

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

Number of Stages: 0 Number of Band(s): _____ Amplification? _____

1 microphone + podium for speakers

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

Do you plan to use an existing occupied building? Address _____

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

Will there be any tents or canopies in the proposed event site? Please provide the following information:

Approx. Number of Tents: _____ Will any tent exceed 400 sq. feet in area? NO YES

Does the event involve the use of pyrotechnics? Explain _____

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

Will you require electrical hookup for the event? Generators? _____

Will you require access to water for the event? Explain _____

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

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

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

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

VI. Additional Questions

How will parking be accommodated for this event?

on Montgomery

Select Homes Parking Lot + Public Parking

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?

Walk volunteers will be responsible

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

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

Return to:

Beth Gilmore, Downtown Waynesville Director
Town of Waynesville
9 S. Main Street, P.O. Box 100, Waynesville, NC 28786
Telephone: (828) 456-3517
Fax No. : (828) 456-2000
Email Address: bethgilmore@waynesvillenc.gov

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:



March 9, 2022

Mayor and Board of Aldermen
Town of Waynesville

Dear Honorable Mayor & Town Aldermen:

Attached to this cover letter is a draft resolution entitled, 'A Resolution for Banning "Tethering" of Dogs Within the Town of Waynesville, North Carolina.'

As detailed in the Resolution, there is evidence that "tethering" of dogs is harmful not only to the animals but to the community. I know that most people in our community love their pets and this Resolution does not effect them. This Resolution will help the dogs in our community that are being neglected and abused through the act of "tethering." This Resolution will help our entire community through "Progress with Vision."

I am aware that the Town of Waynesville relies on Haywood County for the enactment and enforcement of all animal related laws/ordinances. However, after years of failed attempts to have a discussion with the County, I have decided to present this Resolution to each Town within Haywood County. By your approval of this Resolution, perhaps it will inspire the County to make reasonable and humane updates to their animal ordinances.

Thank you so much for your time and consideration. I look forward to having a discussion and to answering your questions.

Sincerely,

Holly Greenwald
(need address)

SPONSOR:

A RESOLUTION FOR BANNING “TETHERING” OF DOGS WITHIN THE TOWN OF WAYNESVILLE, NC.

RESOLUTION NO. _____

“Tethering”: The Humane Society of the United States defines “tethering” as the practice of fastening a dog to a stationary object and leaving them unattended. This term is not meant to refer to an animal being walked on a leash or cases of supervised, temporary tethering while an owner is present.

WHEREAS, banning the act of “tethering” of dogs inside the town limits of Waynesville, North Carolina, is a substantial step towards increasing the overall quality of life for all animals and citizens in the Town of Waynesville.

WHEREAS, the Board of Alderman has determined that the practice of “tethering” is inhumane and presents a threat to the safety and wellbeing of **DOGS, by:**

1) Severely damaging a dog's psychological wellbeing. An otherwise friendly and docile dog, when kept tied and isolated, can become neurotic, unhappy, anxious, and often aggressive.

2) Causing physical injuries. Their necks can become raw and sore, and their collars can become embedded into their skin. Dogs have died from strangulation at the end of their tethers.

3) Encouraging neglect. In many cases, dogs suffer from irregular feedings, overturned water bowls, inadequate veterinary care, poor shelter, and extreme temperatures and weather events.

4) Forcing them to live in filth. Owners who tether their dogs are less likely to clean the area of confinement, causing the dog to eat and sleep in an area contaminated with urine and feces.

5) Exposing them to attacks. Tethered dogs are unable to escape from perceived or real threats such as aggressive wild animals, domestic dogs, and humans.

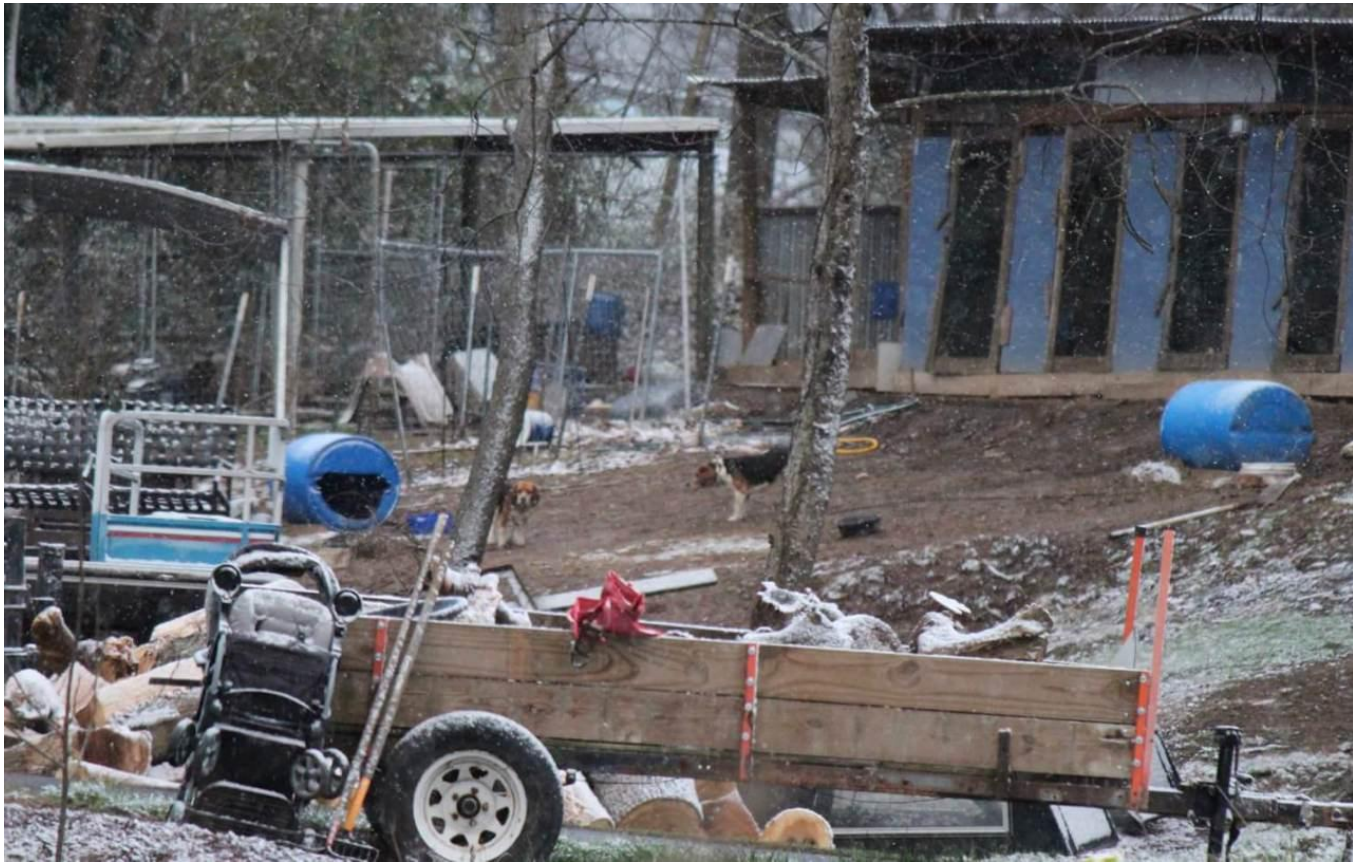
The Board of Alderman has determined that the practice of tethering is inhumane and presents a threat to the safety and well-being of the **COMMUNITY**, by:

- 1) Negatively impacting the Town's image and tourism.
- 2) Negatively impacting property values. Realtors find it very difficult or sometimes impossible to sell a property near these “tethered” dogs.
- 3) Creating a nuisance. Dogs bark to signal distress and thereby disrupt the peace and quiet of the community.
- 4) Creating a human health risk. Tethered dogs often times do not receive veterinary care which becomes a health risk to the community.
- 5) Contributing to the pet overpopulation. Tethered, unspayed female dogs can easily be impregnated.
- 6) Enabling citizens to manage an excessive number of dogs.
- 7) Causing dogs to become aggressive and attack anyone perceived as a threat, like an unknowing small child.
- 8) Creating an added burden and expense for animal control, law enforcement, and the taxpayer.
- 9) Allowing for other crimes. Studies have shown that animal abuse, such as tethering, is directly related to dog fighting and other violent crimes, including gangs drugs, and domestic violence/child abuse.

Therefore, this Board finds that it is in the best interest of the residents of the Town of Waynesville, as well as their dogs, to ensure the safety of all by banning the act of “tethering” of dogs.

NOW THEREFORE BE IT RESOLVED by the Town of Waynesville, Town Aldermen, at the meeting in regular session on this _____ day of _____, 2022.







**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Public Hearings to consider a text amendment to the Land Development Standards (LDS) on revisions to LDS Section 12.5: Stormwater Management.

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

One of the Waynesville National Pollutant Discharge Elimination System Permit (NPDES) requirements is to maintain adequate legal authority through ordinance revisions. At their February 21 meeting, the Planning Board unanimously recommended that the attached ordinance is consistent with the Comprehensive Land Use Plan, is reasonable and in the public interest, and should be adopted as presented and amended. The revisions to our Land Development Standards, Section 12.5, were developed with the guidance from the current Phase II NCDEQ Stormwater Model Ordinance for North Carolina and the Town's current NPDES permit.

MOTIONS FOR CONSIDERATION:

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

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

Report from the Planning Board
Consistency Statement Worksheet
Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Board of Aldermen Staff Report

Subject: Stormwater Ordinance Text Amendment
Ordinance Section: Section 12.5 of the Land Development Standards
Applicant: Staff initiated text amendment; Development Services Department
Meeting Date: March 22, 2022

Background

As a requirement of the National Pollutant Discharge Elimination System Permit (NPDES) used by the NC department of Environmental Quality, the Town needs to “maintain adequate legal authorities through ordinance” (permit reference 3.6.2). The permit was issued on August 19, 2021, and it is valid for five years and renewed. The NPDES Permit allows the Town to discharge stormwater from its storm systems into the receiving waters of the State, and it requires the Town to manage runoff within its limits, reduce the discharge of pollutants, and protect water quality.

The proposed text amendments will align the Town’s ordinance with the most current Phase II NCDEQ Stormwater Model Ordinance for North Carolina and the Town’s current NPDES permit. They will also give the Town adequate authority to administer the stormwater program.

Staff Recommended Text Changes:

The proposed text amendments include the following changes:

- Definitions of stormwater map, watershed, stormwater control measures (SCMs)
- Addition of Natural Resources Inventory and Stormwater Management System Concept Plan
- Clarification of authority, penalties for violations, and remedies
- Explanation of record keeping
- Standards for SCMs based on the NC DEQ Design Manual
- Clarification of As-Builds standards for final stormwater inspection
- Additions to non-illicit discharges section

The Planning Board voted unanimously on February 21, 2021 to recommend the proposed ordinance to the Board of Aldermen as presented. Staff submits the proposed changes for the adoption by the Board of Aldermen **in red**.

Consistency with the 2035 Comprehensive Land Use Plan

Staff submits that the proposed text amendments to the LDS are consistent with the goals of the 2035 Comprehensive Plan, particularly:

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 Waynesville's natural resources.

- Encourage park and greenway development to protect watersheds and improve access to open space.
- Protect rural lands, iconic views, and mountain vistas.
- Protect and enhance water quality and forests.

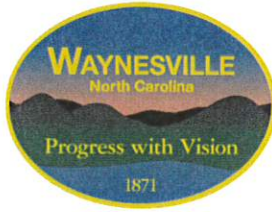
The Town will also maintain adequate legal authority through aligning the LDS with the State's Model Stormwater Ordinance.

Attachments

1. Report from the Planning Board
2. Draft Ordinance
3. Consistency Statement Worksheet

Recommended Motions

1. Motion to find the recommended changes to the Stormwater Ordinance as attached (or amended) as being consistent with the 2035 Land Use Plan and reasonable and in the public interest.
2. Motion to approve the text amendment changes to the Stormwater Ordinance as provided.



To: Town of Waynesville Board of Aldermen
From: Olga Grooman, Planner
Date: March 14, 2022
Subject: Planning Board Report and Statement of Consistency
Description: Stormwater Ordinance Text Amendment to LDS Section 12.5
Applicant Address: Planning Board Initiated Text Amendment

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

A motion was made by Board Chair Susan Teas Smith and seconded by the Board Member Tommy Thomas that the zoning amendment **is approved and is consistent with the Town's comprehensive land use plan** because:

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.

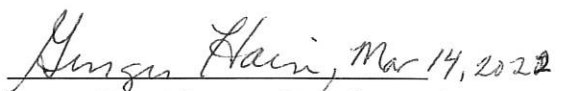
Goal 3: Protect and enhance Waynesville's natural resources.

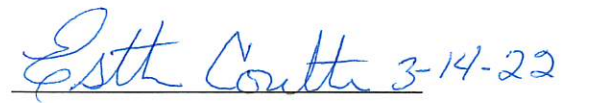
- Encourage park and greenway development to protect watersheds and improve access to open space.
- Protect rural lands, iconic views, and mountain vistas.
- Protect and enhance water quality and forests.

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

The zoning amendment is needed to bring consistency with the Model Ordinance in the area. It provides more detail and gives more compliance opportunities and enforcement opportunities.

2. Planning Board Chair Susan Teas Smith made a motion, seconded by Board Member Barbara Thomas, to recommend the text amendment as attached with amendment to the Board of Aldermen. The motion passed unanimously.


Ginger Hain, Planning Board Vice Chair, Date


Esther Coulter, Administrative Assistant, Date

ORDINANCE NO. O-05-22

**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 must comply with its National Pollutant Discharge Elimination System Permit issued by the North Carolina Department of Environmental Quality on August 19, 2021 and maintain legal authority to enforce the stormwater program through up-to-date ordinances.

WHEREAS, the Town of Waynesville Planning Board has reviewed the proposed text amendments to the Stormwater Ordinance 12.5 of 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);
- It will “protect and enhance Waynesville’s natural resources,” (Goal #3);
- It will keep the Town in compliance with the NC DEQ permit requirements.

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

WHEREAS, the Board of Aldermen 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 February 21, 2022 at the regularly scheduled meeting of the Waynesville Planning Board, and on March 22, 2022 at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON MARCH 22, 2022, 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 the section 12.5- Stormwater Management as follows:

~~12.5- Stormwater Management.~~ Stormwater Ordinance.

It is hereby determined that:

- This section shall be officially known as "the stormwater ordinance." It is referred to herein as "this section."
- Development and redevelopment alter (...)

2. Amend the fourth bullet point in section 12.5.1 Purpose as follows:

- Establish design and review criteria for the construction, function, and use of structural stormwater BMPs (also called stormwater control measures, or SCMs) that may be used to meet the minimum post-development stormwater management standards.

3. Amend the section 12.5.2 Applicability as follows:

~~C. Minimum Development Thresholds: The standards in this section shall apply to all new development projects and all redevelopment projects that cumulatively disturb one (1) acre or more, and to projects of less than one acre that are part of a larger common plan of development or sale, or that have a proposed increased impervious surface on completion of greater than 24,000 square feet provided that all new development directs stormwater runoff to landscaped areas and other pervious surfaces to the maximum possible extent as determined by the Administrator.~~

C. Minimum Development Thresholds: The standards of this section shall apply to all new development and redevelopment projects that:

- a) Cumulatively disturb one (1) acre or more.
- b) Projects of less than one acre and that are a part of a larger common plan of development or sale, even though multiple, separate, or distinct activities take place at different times on different schedules.
- c) Projects of less than one acre and that have a proposed increased impervious surface on completion of greater than 24,000 square feet.

All development and redevelopment shall direct stormwater runoff to landscaped areas and other pervious surfaces to the maximum extent possible. All built-upon areas shall be designed and located to minimize stormwater runoff impact to the receiving waters, minimize concentrated stormwater flow, maximize the use of sheet flow through vegetated areas, and maximize the flow length through vegetated areas.

D (...)

4. Add a bullet point to the end of section 12.5.3 Exemptions as follows:

The following development applications are exempt from the standards of this section:

- (...)
- Activities that are exempt from permit requirements of Section 404 of the Federal Clean Water Act as specified in 40 CFR 232 (primarily ongoing farming and forestry activities) are exempt from the provisions of this section.
- **Redevelopment that results in no net increase in built-upon area and provides equal or greater stormwater control than the previous development is exempt from the provisions of this ordinance.**

5. Amend the section 12.5.4 Administration as follows:

Delegation of Authority: Any act authorized by this ordinance shall be carried out by the Development Services Director and may be carried out by his or her designee as a Stormwater Administrator. For the purpose of this section, the Stormwater Administrator shall mean any Development Services employee designated in this function.

The Administrator shall have the following powers and duties under this section:

- Review, approve or disapprove (...)
- (...)
- Take necessary actions to administer the provisions of this section.

Map: The Stormwater Map shall be kept on file by the Development Services Department and shall be updated to take into account changes in the land area covered by this ordinance and the geographic location of all structural stormwater control measures permitted under this ordinance. In the event of a dispute, the applicability of this ordinance to a particular area of land shall be determined by reference to the North Carolina Statutes, the North Carolina Administrative Code, and local zoning and jurisdictional boundary ordinances.

Conformance to Stormwater Plans: The latest versions of the Town of Waynesville Stormwater Management Plan and Illicit Discharge Detection and Elimination Plan are herein incorporated by reference. Conformance to them is required in addition to the standards of this ordinance.

Conflict of Laws: This section is not intended to modify or repeal any other ordinance, rule, regulation, or other provision of law. The requirements of this section are in addition to the requirements of any other ordinance, rule, regulation, or other provision of law. Where any provision of this ordinance imposes restrictions different from those imposed by any other ordinance, rule, regulation or other provision of law, whichever provision is more restrictive or imposes higher protective standards for human or environmental health, safety, and welfare shall control.

Other Permits: No certificate of compliance or occupancy shall be issued by the Town of Waynesville Development Services without final as-built plans and a final inspection and approval by the Stormwater Administrator, except where multiple units are served by the stormwater practice or facilities, in which case the Development Services may elect to withhold a percentage of permits or certificates of occupancy until as-built plans are submitted and final inspection and approval have occurred.

6. Amend the section 12.5.6 Design Manual as follows:

12.5.6 Design Manual.

~~A. The Town of Waynesville shall utilize the latest edition of the North Carolina Department of Environment and Natural Resources (DENR) Division of Water Quality (DWQ) Stormwater Best Management Practices Design Manual as the Stormwater Design Manual.~~

A. **Reference to Design Manual:** The Town of Waynesville shall use the policy, criteria, and information, including technical specifications and standards, in the *North Carolina Department of Environmental Quality (NC DEQ) Stormwater Design Manual* as the basis for decisions about stormwater plans and about the design, implementation, and performance of structural and non-structural stormwater control measures.

The Design Manual includes a list of acceptable stormwater treatment practices, including specific design criteria for each stormwater practice. Stormwater treatment practices that are designed, constructed, and maintained in accordance with these design and sizing criteria will be presumed to meet the minimum water quality performance standards of the Phase II and other applicable stormwater laws.

B. **Right to Consult:** Stormwater management practices that are designed, constructed, or maintained (...)

C. **Relationship of Design Manual to Other Laws and Regulations:** If the specifications or guidelines of the Design Manual are more restrictive or apply a higher standard than other laws or regulations, that fact shall not prevent application of the specifications or guidelines in the Design Manual.

D. **Changes to Standards and Specifications.** If the standards, specifications, guidelines, policies, criteria, or other information in the Design Manual are amended subsequent to the submittal of an application for approval pursuant to this ordinance but prior to approval, then Section 15.16.1-Permit Choice will apply.

7. Amend the section 12.5.7 Standards as follows:

A. General Requirements:

~~1. A stormwater drainage and management plan and a permit shall be required will all development applications to which this section applies.~~ A Stormwater Management System Concept Plan is required for all development and redevelopment projects to which this section applies. This plan shall be prepared (...).

(...)

B. Water Quality Design Requirements:

(...)

C. Standards for Stormwater Control Measures:

Owners of property subject to this ordinance and required to install structural stormwater control measures shall implement those measures in compliance with each of the following standards:

~~6.~~ 1. All structural stormwater ~~management- control~~ measures shall control and treat the runoff from the 1-year 1-hour storm event as determined by NOAA data for the Town of Waynesville.

~~7.~~ 2. (...)

~~8.~~ 3.

~~9.~~ 4.

~~10.~~ 5.

~~11.~~ 6.

~~12.~~ 7.

~~13.~~ For areas of redevelopment, the following shall apply:

- ~~— a. provide a 20% reduction in impervious surface area; or~~
- ~~— b. provide water quality measures for 20% of the impervious area; or~~
- ~~— c. provide a combination of impervious area reduction and water quality measures equivalent to a 20% reduction in impervious surface area; and~~
- ~~— d. provide water quality for any increase in impervious surface area.~~

~~13.~~ 8. All stormwater control measures and stormwater treatment practices required under this ordinance shall be evaluated by the Stormwater Administrator according to the policies, criteria, and information, including technical specifications, standards, and the specific design criteria for each stormwater practice, in the Design Manual. The Stormwater Administrator shall determine whether proposed SCMs/BMPs will be adequate to meet the requirements of this ordinance.

~~C.~~ **D. Water Quantity Design Requirements:**

(...)

~~D.~~ **E. Stormwater Conveyance Systems Design Requirements:**

(...)

~~E.~~ **F. Uniform Watershed Analysis:**

(...)

8. Amend the section 12.5.9 Illicit Discharges and Connections as follows:

A. Illicit Discharges: No person shall cause or allow the discharge, emission, disposal, pouring, or pumping directly or indirectly to any stormwater conveyance, the waters of the State, or upon the land in manner or amount that the substance is likely to reach a stormwater conveyance or the waters of the State unless permitted by an NPDES permit. **Prohibited instances include but are not limited to: anti-freeze, chemicals,**

animal waste, paints, garbage, and litter. However, non-stormwater discharges associated with the following activities are allowed provided that they do not significantly impact water quality:

- ~~Filter backwash and draining associated with swimming pools.~~ Dechlorinated swimming pool discharges.
- Landscape irrigation and lawn watering.
- Springs, diverted stream flows, rising ground waters, and flows from riparian habitats and wetlands.
- Filter backwash and draining associated with raw water intake screening and (...)
- (...)
- ~~Prohibited instances include but are not limited to: anti-freeze, chemicals, animal waste, paints, garbage, and litter.~~

9. Amend the section 12.5.11 Inspections as follows:

C. Annual Maintenance Inspections and Report: (...) The person responsible for maintenance of any structural BMP installed pursuant to this section shall submit to the Stormwater Administrator an inspection report from one of the following persons performing services only in the area of competence: a qualified registered North Carolina professional engineer, landscape architect, **soil scientist, aquatic biologist**, or person certified by the North Carolina Cooperative Extension Service for stormwater treatment (...).

D. Records of Installation and Maintenance Activities: The owner of each structural BMP shall keep records of inspections, maintenance, and repairs for at least five years from the date of creation of the record and shall submit the same upon reasonable request to the Stormwater Administrator.

E. Nuisance: The owner of each stormwater BMP, whether structural or non-structural BMP, shall maintain it so as not to create or result in a nuisance condition.

10. Add the section 12.5.13 Additional Standards for Special Situations as follows:

12.5.13 Additional Standards for Special Situations.

A. Trout Waters: In addition to the standards for handling stormwater set out in the Design Manual, development and redevelopment that drains in whole or part to class TR waters shall design and implement the best stormwater practices that do not result in a sustained increase in receiving water temperature, while still meeting the other requirements of this ordinance.

B. Pet Waste: Pet waste can pollute rivers, streams, and lakes. Stormwater runoff carries pet waste into drainage ditches and storm drains where it is then dumped, untreated, into the nearest waterway. Dog waste contains bacteria, viruses, and parasites that can harm humans and affect water quality. Once in a waterway, pet waste can travel long distances and pollute a large area. Therefore:

- It shall be unlawful for the owner or custodian of any dog to take it off the owner's own property limits without the means to properly remove and dispose of the dog's feces from any public or private property.
- It is the responsibility of a dog's owner or custodian to clean up the dog's feces from any public or private property outside of the dog's owner's own property limits. Such property includes, but is not limited to, parks, rights-of-way, paths, and public access areas.

- “Means to properly remove and dispose of feces” shall consist of having on or near one’s person a device such as a plastic bag, or other suitable plastic or paper container, that can be used to clean up and contain dog waste until it can be disposed of in an appropriate container.
- This provision shall not apply to handicapped persons assisted by trained guide or assistance dogs.

11. Add the section 12.5.14 Interpretation as follows:

12.5.14 Interpretation.

- A. **Meaning and Intent:** All provisions, terms, phrases, and expressions contained in this ordinance shall be construed according to the general and specific purposes set forth in section 12.5.1, Purpose. If a different or more specific meaning is given for a term defined elsewhere in the Town of Waynesville Code of Ordinances, the meaning and application of the term in this ordinance shall control for purposes of application of this ordinance.
- B. **Text Controls in Event of Conflict:** In the event of a conflict or inconsistency between the text of this ordinance and any heading, caption, figure, illustration, table, or map, the text shall control.
- C. **Authority for Interpretation:** The Stormwater Administrator or a Development Services employee designated to carry out the duties of a Stormwater Administrator has authority to determine the interpretation of this ordinance. Any person may request an interpretation by submitting a written request to the Stormwater Administrator, who shall respond in writing within 30 days. The stormwater administrator shall keep on file a record of all written interpretations of this ordinance.
- D. **References to Statutes, Regulations, and Documents:** Whenever reference is made to a resolution, ordinance, statute, regulation, manual (including the Design Manual), or document, it shall be construed as a reference to the most recent edition of such that has been finalized and published with due provision for notice and comment, unless otherwise specifically stated.
- E. **Computation of Time:** The time in which an act is to be done shall be computed by excluding the first day and including the last day. If a deadline or required date of action falls on a Saturday, Sunday, or holiday observed by the Town of Waynesville, the deadline or required date of action shall be the next day that is not a Saturday, Sunday or holiday observed by the Town of Waynesville. References to days are calendar days unless otherwise stated.

12. Amend the section 15.4.1 Environmental Survey as follows:

15.4.1 Environmental Survey.

An environmental survey is intended to identify natural features, environmentally sensitive areas, forest stands, ~~or trees of a uniform size and species; specimen trees of varying sizes and species, particularly free standing or open grown or field grown trees; a distinctive tree line or forest edge;~~ existing watercourses, and previously documented endangered species habitats, identification of existing trees, understory vegetation, wetlands, perennial streams, floodplains, and topographical features on a site prior to the advanced preparation of development plans. The survey enables the reasonable and practical planned preservation of existing and environmentally sensitive areas. ~~This requirement provides the Town and the applicant the ability to evaluate the proposed development in order to preserve vegetation, to improve the appearance of the development proposed and to encourage the use of the existing forest and tree canopy,~~

~~specimen trees, and significant vegetation to satisfy the requirements of this Ordinance. It is the expectation~~ requirement that readily available spatial data, including GIS information, floodplain and floodway designation, wetlands delineation, and topography, be provided in addition to identified natural features. ~~will be sufficient for the survey~~

Environmental Survey **must** include **Natural Resources Inventory**, which is:

A written or graphic inventory of natural resources at the site and surrounding area as it exists prior to the commencement of the project. This description must include a discussion of soil conditions and soil types, forest cover, geologic features, topography, delineated wetlands, perennial and intermittent streams, native vegetative areas on the site, boundaries of existing predominant vegetation, as well as the location and boundaries of other natural feature protection and conservation areas such as lakes, ponds, floodplains, stream buffers and other setbacks (e.g., drinking water well setbacks, septic setbacks, etc.). Particular attention should be paid to environmentally sensitive features that provide particular opportunities or constraints for development and stormwater management.

13. Amend the section 15.4.4 Construction Documents/Preliminary Plat as follows:

(...) All streets, utilities, and stormwater, and other infrastructure systems shall be designed and constructed in accordance with the adopted Manual of Specifications.

If a project falls under the Town of Waynesville Stormwater Ordinance, the **Stormwater Management System Concept Plan** is required. The Plan can be a written or graphic concept plan of the proposed post-development stormwater management system including: preliminary selection and location of proposed structural stormwater controls; low-impact design elements; location of existing and proposed conveyance systems such as grass channels, swales, and storm drains; flow paths; location of floodplain/floodway limits; relationship of site to upstream and downstream properties and drainages; and preliminary location of any proposed stream channel modifications, such as bridge or culvert crossings.

14. Amend the section 15.7.3 Stormwater Permits as follows:

To ~~insure~~ ensure that development in the town does not result in increased stormwater runoff which adversely impacts adjacent property, no development to which this ordinance applies, shall be commenced without the issuance of a Stormwater Permit ~~by the Administrator~~, which is a part of the building permit, unless specified otherwise by the Administrator.

(...)

C. Required Application Information: Environmental Survey, which **must** include **Natural Resources Inventory** (15.4.1), and Construction Documents that **must** include **Stormwater Management System Concept Plan** (15.4.4) (may be waived by Administrator as appropriate).

D. Determination of Conformity: If the Stormwater Administrator finds that the application complies with the standards of this ordinance, the Administrator shall approve the application. The Administrator may impose conditions of approval as needed to ensure compliance with ~~this section~~ the **Stormwater Ordinance and this section**. The conditions shall be included as part of the approval. If the Administrator finds that the application fails to comply with the standards of this section, the Administrator shall notify the applicant in writing, and shall indicate how the application fails to comply. The applicant shall have an opportunity to submit a revised application. A complete revised application shall be reviewed by the

Administrator after its re-submittal and shall be approved, approved with conditions, or disapproved. If a revised application is not re-submitted within thirty (30) calendar days from the date the applicant was notified, the application shall be considered withdrawn, and a new submittal for the same or substantially the same project shall be required. ~~along with the appropriate fee for a new submittal. One re-submittal of a revised application may be submitted without payment of an additional permit review fee. Any re-submittal after the first re-submittal shall be accompanied by a permit review fee additional fee, as established pursuant to this section.~~

E. As-Built Plans and Final Approval: Upon completion of a project and before a certificate of occupancy is granted, the applicant shall certify that the completed project is in accordance with the approved stormwater management plans and designs and shall submit actual “as built” plans for all stormwater management facilities or practices after final construction is completed. The plans shall show the final design specifications for all stormwater management facilities and practices and the field location, size, depth, and planted vegetation of all measures, controls, and devices, as installed. The designer of the stormwater management measures and plans shall certify, under seal, that the as-built stormwater measures, controls, and devices are in compliance with the approved stormwater management plans and designs and with the requirements of this ordinance. A final inspection and approval by the Stormwater Administrator shall occur before the release of any performance securities.

E. F. Public Notification: (...)

F. G. Appeals: (...)

G. H. Permit Validity: (...)

H. I. Permit Extension: (...)

15. Amend the section 16.2.2 Civil Penalties as follows:

C. Enforcement and Violations of the Stormwater Ordinance.

The following remedies and penalties provided for violations of the Chapter 12.5- Stormwater Ordinance, shall be cumulative and in addition to any other remedy provided by law, Town Ordinance, and may be exercised in any order.

1. **Authority to enforce.** The provisions of the Stormwater Ordinance shall be enforced by the Stormwater Administrator, his or her designee, or any authorized agent of the Town. Whenever this section refers to the Stormwater Administrator, it includes his or her designee as well as any authorized agent of the Town.

2. **Violation unlawful.** Any failure to comply with applicable requirements, prohibitions, standards, or limitations imposed by the Stormwater Ordinance, or the terms or conditions of any permit, maintenance agreement, or other development or redevelopment approval or authorization granted pursuant to this ordinance, is unlawful and shall constitute a violation of this ordinance and is subject to a civil penalty of not more than \$500 per day. Each day that a violation continues shall constitute a separate and distinct violation or offense.

3. **Responsible persons/entities.** Any person who erects, constructs, reconstructs, alters (whether actively or passively), or fails to erect, construct, reconstruct, alter, repair, or maintain any structure, BMP, practice, or condition in violation of the ordinance shall be subject to the remedies, penalties, and/or enforcement actions in accordance with this section. Persons subject to the remedies and penalties set forth herein may

include any architect, engineer, builder, contractor, developer, agency, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that results in or constitutes a violation of this ordinance, or fails to take an appropriate action, so that a violation of this ordinance results or persists; or an owner, any tenant or occupant, or any other person, who has control over, or responsibility for, the use or development of the property on which the violation occurs.

For the purposes of this article, responsible person(s) shall include but not be limited to: Person maintaining condition resulting in or constituting a violation. An architect, engineer, builder, contractor, developer, agency, the owner of the land on which a violation occurs, any tenant or occupant of the property, any person responsible for stormwater controls pursuant to a private or public document, or any other person who participates in, assists, directs, creates, causes, or maintains a condition that constitutes a violation of this ordinance, or fails to take an appropriate action, so that a violation of this ordinance results or persists.

4. Notice of Violation and Order to Correct. When the Stormwater Administrator finds that any building, structure, or land is in violation of the ordinance, the Stormwater Administrator shall notify, in writing, the property owner or other person violating the ordinance. The notification shall indicate the nature of the violation, contain the address or other description of the site upon which the violation is occurring, order the necessary action to abate the violation, and give a deadline for correcting the violation.

The Stormwater Administrator may deliver the notice of violation and correction order personally, by the law enforcement, or by certified or registered mail, return receipt requested.

A person who receives a notice of violation and correction order, or the owner of the land on which the violation occurs, may submit to the Stormwater Administrator a written request for an extension of time for correction of the violation.

5. Withholding of Certificate of Occupancy. The Stormwater Administrator or other authorized agent may refuse to issue a certificate of occupancy for the building or other improvements constructed or being constructed on the site and served by the stormwater practices in question until the applicant or other responsible person has taken the remedial measures set forth in the notice of violation or has otherwise cured the violations described therein.

6. Disapproval of subsequent permits and development approval. As long as a violation of the ordinance continues and remains uncorrected, the Stormwater Administrator or other authorized agent may withhold, and the approving body may disapprove, any request for permit or development approval or authorization provided for by this ordinance or the zoning, and/or subdivision regulations, as appropriate for the land on which the violation occurs.

7. Injunction, abatements, etc. The stormwater administrator may institute an action in a court of competent jurisdiction for a mandatory or prohibitory injunction and order of abatement to correct a violation of the ordinance. Any person violating the ordinance shall be subject to the full range of equitable remedies provided in the General Statutes or at common law.

8. Correction as public health nuisance, costs as lien, etc.: If the violation is deemed dangerous to the public health or public safety and is within the geographic limits prescribed by G.S. 160D, the Stormwater Administrator may cause the action to be corrected and the costs to be assessed as a lien against the property.

16. Add the following definition to the section 17.4 Definitions, General as follows:

Stormwater Control Measure (SCM). A permanent structural device that is designed, constructed, and maintained to remove pollutants from stormwater runoff by promoting settling or filtration; or to mimic the natural hydrologic cycle by promoting infiltration, evapotranspiration, post-filtration discharge, reuse of stormwater or a combination thereof.

Watershed. The entire land area contributing surface drainage to a specific point or alternatively, the geographic region within which water drains to a particular river, stream, or body of water.

17. Add the following definition to the section 17.5 Definitions, Floodplain Damage Prevention as follows:

Watershed. The entire land area contributing surface drainage to a specific point or alternatively, the geographic region within which water drains to a particular river, stream, or body of water.

ADOPTED this _____ Day of _____, 2022.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Eddie Ward, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



To: Town of Waynesville Board of Aldermen
From: Olga Grooman
Date: March 22, 2022
Subject: Text Amendment Statement of Consistency
Description: Text amendment related to LDS Section 12.5 Stormwater Management
Address: Town of Waynesville Development Services Department

The Board of Aldermen hereby finds that:

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

The zoning amendment **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: _____

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Public Hearings to consider Land Development Standards (LDS) text amendments regarding 160D clarifications and definitions, and other minor amendments.

AGENDA INFORMATION:

Agenda Location: Public Hearing
Item Number:
Department: Development Services
Contact: Olga Grooman
Presenter: Olga Grooman

BRIEF SUMMARY:

Since the adoption of 160D-related text amendments to the LDS, staff identified additional typographical errors as well as missing and outdated information that need to be corrected. The proposed text amendments also reflect the discussions at the subdivision subcommittee meetings and guidance from the School of Government for the purpose of clarifying procedural changes by 160D. At their February 21 meeting, the Planning Board unanimously recommended that the attached ordinance is consistent with the Comprehensive Land Use Plan, is reasonable and in the public interest, and should be adopted as presented and amended.

MOTIONS FOR CONSIDERATION:

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

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

Report from the Planning Board
Consistency Statement Worksheet
Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Board of Aldermen Staff Report

Subject: Land Development Standards (LDS) text amendments regarding 160D clarifications and definitions, and other minor amendments
Ordinance Section: Multiple sections of LDS
Applicant: Staff initiated text amendment; Development Services Department
Meeting Date: March 22, 2022

Background

The staff has found additional clarification and definition needs resulting from changes to 160D. Several typographical errors and incorrect or outdated information were identified. Additionally, staff wants to address the Planning Board's concerns with eliminating any confusion of common terms and application requirements as a result of procedural changes by 160D. The staff has also learned of clarification for distinguishing minor and major modifications of site plans, plats, and conditional districts which was provided by the UNC School of Government since the 160D changes were adopted.

The proposed text amendments reflect the discussions at the subdivision subcommittee meetings and guidance from the School of Government for the purpose of eliminating any confusion of common terms and application requirements as a result of procedural changes by 160D.

Staff Recommended Text Changes:

The proposed text amendments include definitions of plat, preliminary plat, final plat, and master plan; clarification of the requirements for a preliminary plat and construction documents; clarification of administrative modifications; amendment of references with relevant provisions from 160D; and the elimination of grammatical errors and outdated information/terms.

The Planning Board voted unanimously on February 21, 2021 to recommend the proposed ordinance to the Board of Aldermen as presented. Staff submits the proposed changes for the adoption by the Board of Aldermen **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.

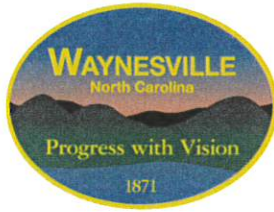
The Town will also maintain adequate legal authority through the most up-to-date ordinance.

Attachments

1. Report from the Planning Board
2. Draft Ordinance
3. Consistency Statement Worksheet

Recommended Motions

1. Motion to find the recommended changes to the Land Development Standards as attached as being consistent with the 2035 Land Use Plan and are reasonable and in the public interest.
2. Motion to approve the text amendment changes to the Land Development Standards as provided.



To: Town of Waynesville Board of Aldermen
From: Olga Grooman, Planner
Date: March 14, 2022
Subject: Planning Board Report and Statement of Consistency
Description: Text Amendment to various LDS sections
Applicant Address: Planning Board Initiated Text Amendment

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

A motion was was made by Board Chair Susan Teas Smith and seconded by Board Member Marty Prevost that the zoning amendment **is approved and is consistent with the Town's comprehensive land use plan** because:

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.

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

It clarifies that we are in complete compliance and has resolved in ambiguity that might give us issues in the future..

2. A motion was was made by Board Chair Susan Teas Smith and seconded by Board Member Tommy Thomas to recommend the text amendment as attached and amended to the Board of Aldermen. The motion passed unanimously.

Ginger Hain, Mar 14, 2022
Ginger Hain, Planning Board Vice Chair, Date

Esther Coulter 3-14-22
Esther Coulter, Administrative Assistant, Date

ORDINANCE NO. O-07-22

**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 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 Board of Aldermen; and

WHEREAS, the Board of Aldermen 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 February 21, 2022 at the regularly scheduled meeting of the Waynesville Planning Board, and on March 22, 2022 at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON MARCH 22, 2022, 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 1.5 Consistency with All Adopted Plans as follows:

In accordance with G.S. 160D, all development plans shall be in conformance with all adopted plans (including comprehensive plans, transportation plans, small area plans, open space and greenway plans, or any other plan adopted by the Waynesville Board of ~~Commissioners Aldermen~~).

2. Amend Section 1.7.1 Violations Continue as follows:

(...) construction or other activity is clearly consistent with the express terms of this ordinance. ~~or~~

3. Amend Section 1.10 Effective Date as follows:

Many provisions herein are a restatement of previous provisions of the Land Development Standards and are hereby continued without interruption. All other provisions of this ordinance ~~shall become~~ became effective April 12, 2011, and subsequently, including provisions of 160D, as adopted June 22, 2021.

4. Amend Section 2.2 Districts by District Type as follows:

The following ~~34~~ 30 base districts are organized into categories (...).

5. Amend Section 2.6 Overlay Districts as follows:

A. **Purpose:** The Historic Overlay District (HOD) is a zoning overlay district established pursuant to NCGS § ~~160A-400~~ 160D-940 (...).

6. Amend Section 2.7.1 Standards for Conditional Districts as follows:

In addition to modification of specific district provisions (...).

7. Replace Section 6.2.2 Required Conformance to the Waynesville Specifications Manual as follows:

~~**6.2.2 Required Conformance to the Waynesville Specifications Manual.**~~

~~The Town of Waynesville Specifications Manual (WSM) is herein incorporated by reference. Conformance to the WSM is required in addition to the standards of this Ordinance.~~

6.2.2 Required Conformance to the Specifications of the Town's Public Services Department.

The specifications of the Town's Public Services Department are herein incorporated by reference. Conformance to them is required in addition to the standards of this Ordinance.

8. Amend Section 6.4.1 Street Network as follows:

E. Street Stubs:

(...)

4. **Stub Street Details:** (...) ~~See WSM for sign specifications.~~

9. Amend Section 6.7.6 Curb Radii and Construction as follows:

C. Minimum Specifications: All curbed streets shall be built in accordance with the ~~Town of Waynesville Specifications Manual.~~ specifications of the Town's Public Services Department.

10. Amend Section 6.7.7 Pavement Standards as follows:

A. Minimum Specifications: All street types, except alleys, shall be paved to meet the ~~current specifications of the Town of Waynesville Specifications Manual.~~ specifications of the Town's Public Services Department.

B. (...)

C. Alleys: (...) However, when alleys are proposed to be paved, the pavement shall meet the ~~specifications of the Town of Waynesville Specifications Manual.~~ specifications of the Town's Public Services Department.

11. Amend Section 6.7.8 Utilities as follows:

A. Minimum Specifications: All utility installations within rights-of-way shall be consistent with the ~~Town of Waynesville Specifications Manual and Section 6.12 of this Chapter.~~ specifications of the Town's Public Services Department and Section 6.11 of this Chapter.

12. Amend Section 6.8.1 Sidewalks as follows:

B. Design Standards:

(...)

3. Sidewalks shall be constructed of concrete or other approved materials (such as pavers) and built in accordance with the ~~Town of Waynesville Specifications Manual.~~ specifications of the Town's Public Services Department.

13. Amend Section 6.11.4 Sanitary Sewer Systems as follows:

D. Public Sewer Systems:

1. Where connection is proposed (...), the proposed system shall be installed according to ~~town specifications and standards~~ the specifications of the Town’s Public Services Department and designed by a registered engineer.

14. Amend Section 14.4 Board of Adjustment as follows:

14.4.2 Membership and Quorum.

B. The Board shall not pass upon any question relating to an appeal from a decision, order, requirement or determination of town officials or an application for a variance ~~or special-use permit~~ when there are less than four-fifths (4/5) of the board members with jurisdictional authority present.

15. Amend four (4) cells of the table in Section 15.2.3 Permit/Process Type as follows:

15.2.3 Permit/Process Type

Permit/ Process Type	Section	Permit/Process Type	Reviewing Agency	Public Notification (15.3)	Approving Agency	Appeal Process	Permit Period	Permit Extension
Special Use Permit	15.10	Quasi-Judicial	Planning Board	1, 2, 3 , 5	Planning Board	Superior Court	2 years	Up to 3 years max.*
Designation of Historic Landmarks/Districts	15.11.1	Legislative	HPC	1,2,3	Board of Aldermen	Superior Court	n/a	n/a
Certificate of Appropriateness (Minor)	15.11.2	Administrative	Admin.	None	Admin.	HPC	12 months	Re-submit
Certificate of Appropriateness (Major)	15.11.3	Quasi-Judicial	Admin.	1, 2, 3 , 4	HPC	BOA	12 months	Re-submit
Appeal of Administrative Decision	15.12	Quasi-Judicial	BOA	1, 3 , 4	BOA	Superior Court	30 days to Appeal	n/a
Text Amendment	15.14	Legislative	Planning Board	1,2,3, 4	Board of Aldermen	Superior Court	n/a	n/a
Variance	15.13	Quasi-Judicial	BOA	1, 3 , 4	BOA	Superior Court	30 days to Appeal	n/a

(Table continues)

16. Amend two (2) cells of the table in Section 15.4 Application Requirements as follows:

15.2.3 Permit/Process Type

Permit/ Process Type	Section	Environmental Survey (15.4.1)	Sketch Plan (15.4.2)	Master Plan (15.4.3)	Construction Documents (15.4.4)	Preliminary Plat (15.4.4)	As-Build Drawings (15.4.5)	Final Plat (15.4.6)	Building Elevations (15.4.7)
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(Table continues)

Site Plan/Design Review (Major)	15.8.2	X		X	X(a)				X(a)
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(Table continues)

Subdivision (Major)- Preliminary Plat	15.9.3	X		X		X			
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(Table continues below)

17. Add Section 15.2.5 Administrative Modifications and Substantial Changes as follows:

15.2.5 Administrative Modifications and Substantial Changes

- A. **General.** The Administrator can approve administrative minor modifications for conditional districts (160D-703(b)), special use permits (160D-705(c)), and administrative development approvals (160D-403(d)).
- B. **Minor Modification:** A minor administrative modification is a non-substantial change to the approved plan that may include but is not limited to: relocation of a bus stop, moving landscaping around, reduction in the number of parking spaces, reduction in the number of units/lots, building elevation changes, increasing vegetative buffer or the number of trees, etc.
- C. **Unique Property Attributes.** A minor modification may also be allowed to provide relief from a unique physical attribute of the property not known at the time of initial approval. The applicant will need to provide evidence of why relief is needed.
- D. **Substantial Changes.** Any substantial change to a Master Plan or Plat as noted below shall be reviewed by the Planning Board and approved or denied by the Board of Aldermen:
 - An increase in impervious surface.
 - A change in land use or development type beyond that permitted by the approved Master Plan or Plat.
 - The introduction of a new vehicular access point to an existing street, road or thoroughfare not previously designated for access.
 - Change in density: when there is an increase in the total number of residential dwelling units originally authorized by the approved Master Plan or Plat.
 - An increase of the total floor area of a commercial or industrial classification by more than 10 percent beyond the total floor area last approved by Board of Aldermen.
 - Any decrease in the setbacks greater than 10% from the originally approved Master Plan or Plat.

- E. **Variance.** Minor and major modifications require the project to stay in compliance with the Land Development Standards and any other applicable laws. Some modifications may require a variance procedure as found in Section 15.13 Variances.

18. Amend Section 15.3.7 Neighborhood Meeting as follows:

A neighborhood meeting is mandatory for development projects of 8 or more lots/units or where required prior to any public hearing or review by a board or commission. This meeting will allow the applicant to explain the proposed project and to be informed of the concerns of the neighborhood. When an applicant is required to conduct a neighborhood meeting, a summary of the meeting in the form of meeting notes or minutes along with a list and contact information for all attendees shall be submitted to the ~~board or commission~~ Planning Board for their review.

19. Amend Section 15.4 Application Requirements as follows:

Application Requirements.

(...) ~~The Administrator will prepare and disseminate appropriate checklists for use by applicants in their submission. These checklists are part of the Waynesville Specifications Manual and are made a part of this ordinance by reference.~~ The Administrator shall determine the requirements of the building permits.

20 Amend Section 15.4.2 Sketch Plan as follows:

(...) All plans shall be submitted at a scale not less than 1 inch = 50 feet, and in digital and paper format ~~(for Site Plans) or 1 inch = 200 feet (for Subdivisions)~~ unless otherwise authorized by the Administrator.

21. Amend Section 15.4.3 Master Plan Requirements as follows:

~~The Master plan for a minor or major site plan review is intended (...)~~ All plans shall be submitted at a scale not less than 1 inch = 50 feet, and in digital and paper format ~~(for Site Plans) or 1 inch = 200 feet (for Subdivisions)~~ unless otherwise authorized by the Administrator.

22. Amend Section 15.4.4 Construction Documents/Preliminary Plat as follows:

~~The Construction Documents: for Site Plans and Subdivision Plans shall constitute a full a complete set of engineered drawings necessary for final permitting and construction. All plans shall be submitted at a scale not less than 1 inch = 50 feet unless otherwise authorized by the Administrator. All streets, utilities, and stormwater, and other infrastructure systems shall be designed and constructed in accordance with the adopted Manual of Specifications.~~

Construction Documents: A full and complete set of engineered drawings is necessary for a building permit and construction. All streets, utilities, and stormwater, and other infrastructure systems shall be designed and constructed in accordance with the specifications of the Town's Public Services Department. Construction documents shall be submitted at a scale not less than 1 inch = 50 feet, unless otherwise authorized by the Administrator.

Preliminary Plat: The preliminary plat for a subdivision that shall be prepared by a registered surveyor or engineer and shall show the following:

1. The location of existing and platted property lines, streets, buildings, watercourses, railroads, transmission lines, sewers, bridges, culverts, and drainpipes, water mains, city limit lines, and any public utility easements.
2. Boundaries of tract shown with bearings, distances, and closures.
3. Wooded areas, wetlands, and any other physical conditions within the site.
4. Boundary of floodplain, floodway within the site as provided in the most current FIRM.
5. The location (layout) of any proposed streets, rights-of-way, pavement widths, and approximate grades, sidewalks, greenways, or trails within the subdivision.
6. The location (layout) of proposed utilities (sewer, water, gas, electricity), showing connections to existing systems or location plans for individual water supply, sewage disposal, storm drainage, location of proposed hydrants, and the like.
7. Proposed lot lines, lot and block number, approximate dimensions, and acreage for each lot.
8. Proposed location and acreage of civic space and open areas, if required.
9. Proposed location and acreage of designated stormwater management areas if required.
10. Proposed minimum building setback lines.
11. Title, date, north point, and graphic scale.
12. Name of owner, surveyor/engineer.
13. Total number of lots.
14. Sketch vicinity map showing relationship between subdivision and surrounding area.

A preliminary plat shall be submitted at a scale not less than 1 inch = 200 feet, unless otherwise authorized by the Administrator.

23. Amend Section 15.4.6 Final Plat as follows:

(...) The final plat shall constitute an accurate survey of the entire phase as shown on the approved ~~master plan~~ preliminary plat and shall include all the relevant notes and certifications.

24. Amend Section 15.5 General Requirements for Evidentiary Hearings and Quasi-Judicial Decisions as follows:

(...) In accordance with G.S. 160D-1-2, -1402, decisions ~~on the approval of site plans and subdivisions and~~ are quasi-judicial in nature if the ordinance authorizes a decision-making board to approve or deny the application based not only upon whether the application complies with (...).

25. Amend Section 15.8.2 Site Plan/Design Review (Major) as follows:

D. Required Application Information: Environmental Survey (15.4.1), Master Plan (15.4.3), and Building Elevations ~~for Design Review~~ (15.4.7) (may be waived by Administrator as appropriate)-Construction Documents (...).

26. Amend Section 15.9.4 Final Plat for Major Subdivision as follows:

B. Improvements to Be Installed or Guaranteed: All required infrastructure improvements shall be either installed or financially guaranteed in accordance with Section ~~6.13~~ 6.12.

27. Amend Section 15.15.3 Effect of Approval/Changes as follows:

15.15.3 Effect of Approval/Changes.

~~The applicant may proceed with development only after approval of the Conditional District Master Plan by Board of Aldermen, followed by approval of any necessary Site Plans or Subdivision Plats, except that all subsequent approvals shall be completed by the Administrator. The development and use of all land within the Conditional District shall be in keeping with the approved Master Plan and all applicable provisions therein.~~

~~**A. Final Approval by Stages:** If so reflected on the Master Plan, the Board of Commissioners may allow the staging of final development. Each phase of development shall adhere to all applicable provisions and standards of this section and the applicable CD Master Plan.~~

~~**B. Substantial Changes:** Any substantial change to a Master Plan as noted below shall be reviewed by the Planning Board and approved or denied by the Board of Aldermen as an amended Conditional District. The following changes to a CD Master Plan shall require approval by the Board of Aldermen:~~

- ~~1. Land area being added or removed from the Conditional District.~~
- ~~2. Modification of special performance criteria, design standards, or other requirements specified by the enacting ordinance.~~
- ~~3. A change in land use or development type beyond that permitted by the approved Master Plan.~~
- ~~4. When there is introduction of a new vehicular access point to an existing street, road or thoroughfare not previously designated for access.~~
- ~~5. When there is an increase in the total number of residential dwelling units originally authorized by the approved Master Plan.~~
- ~~6. When the total floor area of a commercial or industrial classification is increased more than 10 percent beyond the total floor area last approved by Board of Aldermen.~~

~~**C. Additional Changes:** All other changes to a CD Master Plan shall receive approval by the Planning Board. However, if in the judgment of the Planning Board, the requested changes alter the basic development concept of the CD, the Planning Board may require concurrent approval by the Board of Aldermen.~~

~~A. For modifications to an approved Master Plan see Section 15.2.5~~

~~**B. Rescission of Conditional Districts:** The Applicant shall secure a valid building or construction permit(s) within two (2) years from date of approval of the Conditional District unless (...).~~

28. Amend Section 17.4 Definitions, General as follows:

Master Plan. A map or plan showing the layout and specifications of a site which is presented for approval. It is prepared by a licensed engineer, registered land surveyor, or licensed landscape architect. A Master Plan shall ensure compliance with all development standards as specified for the zoning district as well as all other Town development requirements.

Plat. A plat means and includes the terms: survey, plan, map or replat; and means a survey or plan of a parcel of land for recordation or for development, redevelopment, or subdivision review.

Plat, Final. The final map of all or a portion of a subdivision or development which is presented for final approval. It is prepared by a licensed engineer, registered land surveyor, or licensed landscape architect. A Final Plat demonstrates compliance with development standards, rights-of-way, and other Town requirements necessary for recordation with Haywood County Land Records.

Plat, Preliminary. A map indicating the proposed layout of a development and related information that is submitted for preliminary review. It is prepared by a licensed engineer, registered land surveyor, or licensed landscape architect. A Preliminary Plat shall ensure compliance with all development standards as specified for the zoning district as well as all other Town development requirements.

ADOPTED this _____ Day of _____, 2022.

TOWN OF WAYNESVILLE

J. Gary Caldwell, Mayor

ATTEST:

Eddie Ward, Town Clerk

APPROVED AS TO FORM:

Martha Bradley, Town Attorney



To: Town of Waynesville Board of Aldermen
 From: Olga Grooman, Planner
 Date: March 22, 2022
 Subject: Text Amendment Statement of Consistency
 Description: Text amendments to multiple LDS sections: 160D clarifications, definitions, and other minor amendments.
 Address: Town of Waynesville Development Services Department

The Board of Aldermen hereby finds that:

The zoning amendment **is approved and is consistent with the Town’s comprehensive land use plan** because: _____

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

The zoning amendment **is rejected because it is inconsistent with the Town’s comprehensive land plan and is not reasonable and in the public interest** because _____

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

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Public Hearings to consider a text amendments to the Land Development Standards (LDS)
On revisions to LDS Section 6.10: Transportation Impact Analysis.

AGENDA INFORMATION:

Agenda Location: Public Hearings
Item Number:
Department: Development Services
Contact: Elizabeth Teague
Presenter: Elizabeth Teague and Mark Teague

BRIEF SUMMARY:

As the Town is seeing increasing development pressure and traffic impacts on local roads, the Planning Board recommends a decrease in traffic threshold for when a traffic impact analysis is required and other text amendments pertaining to traffic studies associated with new development. At their February 21 Meeting, the Planning Board unanimously recommended that the attached ordinance is consistent with the Comprehensive Land Use Plan, is reasonable and in the public interest, and should be adopted as presented. The revisions to our Land Development Standards, Section 6.19, were developed with the assistance of Traffic Engineer Mark Teague who is here to present to you tonight.

MOTIONS FOR CONSIDERATION:

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

FUNDING SOURCE/IMPACT:

N/A

ATTACHMENTS:

Report from the Planning Board
Consistency Statement Worksheet
Draft Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Board of Aldermen Staff Report

Subject: Land Development Standards (LDS) text amendment
Ordinance Section: Section 6.10 Transportation Impact analysis
Applicant: Staff initiated text amendment; Development Services Department
Meeting Date: March 22, 2022

Background

This text amendment regarding Transportation Impact Analysis, or "TIA," has been developed with assistance from traffic engineer Mark Teague, P.E., principle of JM Teague Engineering. It is one of several text amendments coming before the Board of Aldermen to make improvements to the Town's Land Development Standards. The Planning Board held a public hearing at their February 21, 2022 regularly scheduled meeting and recommend that the Board adopt the text amendment ordinance.

The proposed text amendments are based on lowering the TIA threshold to 500 cars per day. This would apply generally to any new residential development of 50 units or greater.

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.

Goal 6: Create an attractive, safe and multi-modal transportation system.

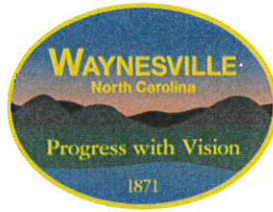
- Provide and interconnected transportation network of roadways, greenways, freight mobility, bicycle routes, and sidewalks that improves safety and strategic access for all users.
- Coordinate with NCDOT on roadway improvement projects, particularly those along South Main, North Main, Russ Avenue, Pigeon Road, and Dellwood Road.

Attachments

1. Draft Ordinance
2. Report from the Planning Board
3. Consistency Statement Work sheet

Recommended Motions

1. Motion to find the Text amendment is Consistent with the Town's Comprehensive Land Use Plan, and that it is reasonable and in the public interest.
2. Motion to adopt the Text Amendment Ordinance as presented (or as amended)



To: Town of Waynesville Board of Aldermen
 From: Elizabeth Teague, Planning Director
 Date: March 15, 2022
 Subject: Planning Board Report and Statement of Consistency
 Description: Text Amendment to LDS Section 6.1 0
 Applicant Address: Planning Board Initiated Text Amendment

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

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

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

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

Goal 6: Create an attractive, safe and multi-modal transportation system.

- Provide and interconnected transportation network of roadways, greenways, freight mobility, bicycle routes, and sidewalks that improves safety and strategic access for all users.
- Coordinate with NCDOT on roadway improvement projects, particularly those along South Main, North Main, Russ Avenue, Pigeon Road, and Dellwood Road.

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

The text amendment creates a more appropriate threshold for traffic analysis based on the Waynesville roadway system and creates opportunities for overall transportation system improvements.

Planning Board Member Ginger Hain made a motion, seconded by Stuart Bass. The motion passed unanimously.

2. The Planning Board hereby recommends the text amendment as presented. Planning Board member Susan Smith made a motion, seconded Marty Prevost. The motion passed unanimously.

Ginger Hain, Mar 14, 2022
 Ginger Hain, Planning Board Vice Chair, Date

Esther Coulter 3-14-22
 Esther Coulter, Administrative Assistant, Date

ORDINANCE NO. O-07-22

**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 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 Board of Aldermen; and

WHEREAS, the Board of Aldermen 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 ____, 2022 at the regularly scheduled meeting of the Waynesville Planning Board, and on ____, 2022 at the regularly scheduled meeting of the Board of Aldermen;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE, MEETING IN REGULAR SESSION ON _____ AND WITH A MAJORITY OF THE BOARD MEMBERS VOTING IN THE AFFIRMATIVE, THE FOLLOWING (*amendments provided in red text*):

1. Amend Land Development Standards Section 6.10 – 6.10.3 Transportation Impact Analysis as follows:

I. 6.10 Transportation Impact Analysis.

A Transportation Impact Analysis (TIA) is a specialized study that evaluates the effects and impacts of a development’s traffic on the surrounding transportation infrastructure. It is an essential part of the development review process to assist developers and governmental agencies in making land use decisions involving annexations, subdivisions, rezonings, special land uses, and other development reviews. The TIA helps identify where developments may have a significant impact on safety, traffic, ~~roadway transportation~~ operations, and provides a means for the developer and governmental agencies to mitigate these impacts. *The TIA should address issues such as transportation network safety, operation, access management, and bicycle/pedestrian facilities.* Ultimately the TIA can be used to evaluate whether the scale of development is appropriate for a particular site and what improvements may be necessary ~~on and off the site~~, to provide safe and efficient access and traffic flow. *The TIA may show improvements being necessary on the development site or off site on the surrounding transportation network.*

6.10.1 When Required.

The Town of Waynesville requires a Traffic Impact Analysis using its own thresholds, parameters, and mitigation requirements. The Town's requirements may not reflect the same requirements as NCDOT. According to the NCDOT TIA Guidelines, municipal TIA requirements take precedence over NCDOT TIA requirements, if more restrictive.

A TIA shall be required for a rezoning, subdivision plan, site plan, special use permit, certificate of zoning compliance, or preliminary plat for developments **under the following conditions:**

A. Trip Generation Threshold: A TIA is required when a development is anticipated to generate 500 trips per day or 50 trips in the peak hour. (Trips do NOT equal cars. One car leaving and then returning equals 2 trips). Examples of common land uses that approximate this threshold include:

- 50 single-family homes
- 70 apartments / townhomes
- 100 room hotel
- 30,000 square foot office building
- 20,000 square foot shopping center

B. Other Thresholds: A TIA is also required at 70% of the Trip Generation threshold (350 daily trips or 35 peak hour trips) when one or more of the following conditions are met:

1. Site is within 1 mile of a school greater than 250 students with a school access directly or indirectly (1 turn away) on the same road of at least one of the site access points, and where there is no major intersecting road (5,000 ADT) between the site and the school.
2. Site is within ½ mile of a traffic signal that would be considered in the traffic impact study area.
3. If the site has a direct access on a major roadway (5,000 ADT)
4. If the Town determines that an impacted street is substandard due to safety or operation.

6.10.2 TIA Contents and Requirements.

A traffic impact analysis report shall be determined based on a scoping meeting with the Town Administrator at which the location, context, and nearby land uses are considered in determining the scope of the TIA. The Town requires a TIA scoping document completed by the applicant and reviewed for completeness and reasonableness by the Town. The scoping document should be signed by both parties PRIOR to the commencement of the TIA. The scoping document will provide the applicant and the Town concurrence with study parameters such as study area, growth rate, peak hours, pass-by trips, trip generation, trip distribution, and land use codes. The existing conditions, background conditions, buildout conditions, and horizon conditions must be included in the study. The scoping document parameters are found in 6.10.7.

A TIA will vary in range and complexity depending on the type and size of the proposed development and based on the scope determined through the scoping document process.

Reports shall require the full rationale, from a North Carolina licensed engineer, to perform such duties to support the recommendations of this analysis. The submission shall include all pertinent traffic data and computations affecting the design proposal. The TIA must be sealed by a licensed professional engineer in North Carolina.

6.10.3 Improvements May Be Required.

Based on the findings of the analysis, mitigation measures may be required to improve adjacent roadways such as the creation of turn lanes, bridge replacement, crosswalks, road widening, or other physical improvements. The TIA could also involve strategies other than roadway construction or other physical

improvements such as changes to traffic signal timing or phasing, and transportation management strategies.

2. Amend Section 6.10.4 to establish new thresholds for mitigation and remove Volume/Capacity Table:

6.10.4 Thresholds for Mitigation.

The Town requires consideration of roadway and/or operational improvements when the proposed development causes changes to the roadway Level of Service (LOS), increased queuing, or based on crash history, and as follows:

Mitigation Thresholds:

No mitigation will be necessary if the approach Level of Service (LOS) remains an “A” or “B” between Background and Horizon conditions AND if safety and operational concerns do not exist based on sight distance, blocking, queuing, or crash history.

If the approach Level of Service at Background is a “C” and the delay increases more than 30% at Horizon conditions, mitigation is required to reduce the increased delay to less than 30%. The Town prefers that the increased delay be 10% or less.

If the approach Level of Service at Background is a “D” and delay increases more than 25% at Horizon conditions, mitigation is required to reduce the increased delay to less than 25%. The Town prefers that the increased delay be 10% or less.

If the approach Level of Service at Background is an “E” and delay increases more than 20% at Horizon conditions, mitigation is required to reduce increased delay to less than 20%. The Town prefers that the increased delay be 10% or less.

If the approach Level of Service at Background is an “F” and delay increases more than 15% at Horizon conditions, mitigation is required to reduce the delay to 10% or less. The Town prefers that the increased delay be 10% or less.

Existing V/C REMOVED TABLE	Allowable Increase in V/C By Development
0.00—0.60	0.10
0.61—0.70	0.07
0.71—0.80	0.05
0.81—0.90	0.03
0.91—1.00+	0.02

3. Add Section 6.10.5 to allow alternative analysis (current 6.10.5 becomes 6.10.6):

6.10.5 Alternative to a Traffic Impact Analysis

In the event that a TIA is not required according to the Town’s thresholds, the Town may still require an alternate traffic study to validate the safety and operation of the street system at or near the proposed site or to address a substandard street issue within the predetermined study area. Alternate studies may include, but are not limited to:

- Left of Right Turn Lane warrant analysis at the site access points. This analysis should be conducted using NCDOT methodology found in the current edition of the NCDOT Driveway manual.

- Sealed Technical Memorandum addressing only the site access point including operation, safety, and trip impact to the adjacent roadway.
- Sealed Safety Study along a stretch of street impacted by the site to address construction traffic, roadway width adequacy, pavement adequacy, etc.

The Town will use the submitted TIA as a tool to determine mitigation or improvements on the street network. The Town reserves the right to require less than or more than what is recommended in the TIA based on the right of way availability, safety, community concerns, or other factors.

~~6.10.5~~ **6.10.6 Payments-in-Lieu of Improvements.**

The Board of Alderman may, at its discretion, accept either mitigation measures to be completed by the developer or a fee paid to the Town in lieu of mitigation. The fee shall be equal to the costs of the required mitigation measures, as determined by the Administrator. A combination of mitigation measures and payments-in-lieu of dedication may be permitted. Payments-in-lieu of dedication shall be approved as part of the Development Plan.

~~6.10.6~~ **~~TIA Requirements and Parameters.~~**

4. Add 6.10.7 Guidelines for TIA Scope and Parameters

6.10.7 Guidelines for TIA Scope and Parameters

A. The scoping document should include the following information:

1. A project description and scaled site plan including both narrative and illustrations, adjacent land uses, sidewalks, bicycle facilities, all adjacent streets turning lanes, roadway striping, roadway signing, roadway grades.
2. Site build out year.
3. A location/vicinity map showing the nearest major intersections.
4. Growth rate – should be based on an engineering assessment, current traffic patterns, future land use plans, historical traffic growth patterns, etc. Generally, the growth rate will be between 1.5% and 4% annually.
5. Study area – should be from the site access point or points to the next major intersection (5,000 ADT), or to a point where site generated traffic dissipates to 10% of additional traffic on the roadway, whichever is further away. The study area can also include stretches of roadway (non-intersections) if deemed applicable by the Town.
6. Trip generation using the methodology provided by the ITE Trip Generation Manual, including assumed Land Use Codes.
7. Trip distribution for the entire study area. Include ingress and egress trips.
8. Pass-By Trips – Use guidance from the ITE Trip Generation Manual should be used but should not be more than 25%.
9. Internal Capture – Use guidance from the ITE Trip Generation Manual.

10. The study period should be for the Peak Hour (or hours) period and include Existing (current conditions), Background or No Build (conditions at the time of proposed build out but not including any site generated trips, Build Out (conditions at the time of build out including site generated trips), and Horizon (2 years beyond build out conditions).
11. Peak Hours will vary based on traffic patterns, land use, and adjacent street volumes but will generally be AM, PM, and sometimes mid-day. In most circumstances, the peak hour should be based on the peak hour for the site trip generation but may be expanded to include peak periods of adjacent streets, nearby schools or other specialty land uses. Some land uses such as parks, outdoor commercial, or places of worship may require a weekend peak hour.
12. Traffic signal operation should be modeled with current phasing and timing unless a traffic signal upgrade project is currently planned and designed. No Turn On Red should be implemented on all approaches. This will allow the applicant to modify the current traffic signal phasing or timing as part of mitigation if needed.
13. Vehicle data collection should usually be during the peak periods in 2 – 3 hour blocks. 12 – 13 hour data should be collected when performing a traffic signal warrant study.

B. Other Information for inclusion:

1. All approaches within the study area with four (4) or fewer trips during the peak hour should be modeled as 4 trips in order for most modeling software to perform adequately.
2. The TIA should address sight distance at all site access points (meeting AASHTO recommendations).
3. The TIA should address queuing and blocking of adjacent property driveways.
4. The TIA should include a crash study at each studied intersection. The crash study should include 5 previous years and projections for the Horizon year
5. The TIA should include all raw data such as data collection in 15 min bins, intersection model runs, turn lane warrant calculation sheets, signal warrant calculation sheets, internal capture calculations, and other data collected to produce analysis.

4. Add the Following Definitions to 17.4 Definitions, General

Transportation Impact Analysis or TIA. A specialized study that evaluates the effects of a development’s traffic on the surrounding transportation infrastructure.

TIA AADT. Average Annual Daily Traffic gathered through a small sample size and projected to an annual rate.

TIA ADT. Average Daily Traffic gathered through a 365-day data collection process.

TIA Background Conditions. No Build. Conditions at the time of proposed project completion but not including any site generated trips. The background condition contains additional trips based on natural growth rates or other planned and scheduled projects in the study area.

TIA Build Out Conditions. Conditions at the time of project completion including site generated trips, natural growth, or other planned and scheduled projects in the study area.

TIA Existing Conditions. Current conditions not including any growth or new development

TIA Growth Rate. The natural traffic growth rate of the study area roadway area. The growth rate generally takes into account an additional or reduced number of homes, small commercial establishments, and the number of local drivers. Significant changes in these areas should be addressed specifically.

TIA Horizon Conditions. Conditions 2 years beyond Build Out Conditions including another 2 years of natural growth and other planned and scheduled projects in the study area.

TIA Internal Capture Trips. Trips that serve multiple land uses within the site. To keep these trips from being “double-counted” a certain percent can be excluded from one land use if they are included on another land use.

TIA Level of Service (LOS). The relationship of travel demand compared to the roadway capacity determines the level of service (LOS) of a roadway. Six levels of service identify the range of possible conditions. Designations range from LOS A, which represents the best operating conditions, to LOS F, which represents the worst operating conditions.

TIA Pass By Trips. Site generated trips that result from vehicles already on the adjacent street and are not new to the study area. These trips do not disappear but result in a diverted movement. For instance, instead of traveling past the site access, the vehicle may turn left into the site access and right out when leaving the site.

TIA VPD. Vehicles per day either gathered for a 24-hour period or expanded from a smaller sample.



To: Town of Waynesville Board of Aldermen
From: Elizabeth Teague, Planning Director
Date: March 22, 2022
Subject: Text Amendment Statement of Consistency
Description: Text amendment related to LDS Section 6.10 Transportation Impact Analysis
Address: Town of Waynesville Development Services Department

The Board of Aldermen hereby finds that:

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

The zoning amendment **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: _____

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 3/22/22**

SUBJECT: Fee amendment to Sanford Holshouser agreement

AGENDA INFORMATION:

Agenda Location: OLD BUSINESS
Item Number:
Department: Administration
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY:

Due to the late submission of the audit the Local Government Commission staff did not permit the Town to submit the purchase of the Fire Tanker and repayment of the land for Fire Station #2 until after the audit was received and reviewed. The Town carried through with the refinancing of the loan on Fire Station #1 as scheduled and re-advertised the refinancing of the Public Services Building, purchase of the Fire Tanker and repayment of the funds used to purchase the land. The re-advertisement yielded a 9-year loan to refinance the Public Services Building at 2.0% and provided the Town with needed collateral for the borrowing. The second loan for 2.01% for fifteen years was submitted to repay the General Fund Balance for the land. Mr. Jessup charged the Town \$9,500 for the initial borrowing and proposes an amendment to his previous contract for \$9,500 to cover the second bid, negotiation, presentation material for the LGC and closing of the loans. The payment would be made from the proceeds of the \$1,900,000 loan.

MOTION FOR CONSIDERATION:

Approve amending Sanford Holshouser contract to add \$9,500 for services rendered for representing the Town in the refinancing of the Public Services Building, the purchase of a Fire Tanker and repayment of the General Fund Balance for purchase of the Fire Station #2 property.

FUNDING SOURCE/IMPACT: General Fund

ATTACHMENTS: Existing contract

MANAGER'S COMMENTS AND RECOMMENDATIONS Approve the amendment.

SanfordHolshouser

209 Lloyd Street, Suite 350 | Carrboro, NC 27510
www.shlawgroup.com

October 5, 2021

By Electronic Mail

Rob Hites
Town Manager
Town of Waynesville

Town of Waynesville – Fire Station Loan Refinancing

Dear Rob Hites:

Thank you for giving us at Sanford Holshouser this additional chance to work with you and for Waynesville as special counsel on the planned refinancing of the Town's existing fire station loan. We appreciate the opportunity and the Town's continued confidence in us. I am writing now to confirm the scope of our work and our fee arrangements.

Project	Finance approximately \$1,700,000 to refinance the Town's existing fire station loan with USDA
Type of financing	Bank-placement installment financing
Our role	Special counsel to the Town of Waynesville
Schedule	We expect to close the financing by late November.
Our fee	\$9,500 payable at closing

Our quoted fee includes our making a trip to Waynesville in connection with the closing. We make no separate charges for items such as travel expenses, copying charges, postage or courier fees or anything similar.

In the attachment to this letter, we've outlined our scope of work in more detail and further described our role in the financing and our billing practices. Please let us know if you have any questions or concerns or otherwise want to talk about anything in the attachment.

* * * * *

I hope you will find this letter to set forth an understanding that is acceptable to the Town. Please call me if you have any questions or comments about the scope of our work or the fee arrangements. We will proceed as described in this letter until we hear otherwise.

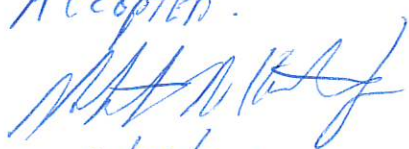
Thank you once again for this opportunity to work with you and for the Town of Waynesville.

Very truly yours,



Robert M. Jessup Jr.

cc: Martha Bradley, Esq.
(by electronic mail)

ACCEPTED:

10/12/21

Attachment to the Sanford Holshouser Engagement Letter

Our scope of work

As special counsel for the Town of Waynesville (the "Town"), we will prepare the appropriate financing documents and coordinate the financing process with the Town and the other participants, including the lender and its counsel and the LGC. At the closing, we will deliver our legal opinion as to the enforceability of the Town's repayment obligations and as to certain tax issues. We will perform all the core services typically expected of bond counsel, including preparing Board resolutions and public notices, preparing documents required for the closing and coordinating closing activities.

We strive to provide our services in a friendly, helpful, timely manner. We want you to have confidence in us and in the process. The transaction shouldn't be just a "black box" that nobody at the Town really understands or a cursory process of our telling you to "just sign this, just file that."

Our engagement does not include any work related to real estate matters, including obtaining title insurance commitments or policies or doing any research as to title matters. We will work with the Town Attorney (or any other attorney the Town selects) to coordinate getting that work done. Please also note that we are not financial advisers, and the Town should not look to us, or rely on us, for financial advice.

The Town's application to the Local Government Commission is the Town's responsibility. The application requires that we submit the forms of the financing documents and this fee arrangement letter, but the other forms and materials must be completed by Town representatives in consultation with other advisers.

A note on billing practices

If the scope or nature of our required work changes in a material way, we would need to discuss with the Town appropriate changes to our fee arrangements.

We will defer any billing until the closing of the financing (or until it becomes clear that the financing will not be completed). We will submit a bill for our fee in connection with the closing. Our fees are not contingent on closing, however; if the

financing does not close, we will charge the Town based on our hourly rates as in effect from time to time, plus our expenses and disbursements. It is our usual experience that local governments will pay bills within 30 days after presentation, but please let us know if that would be outside your normal processing time.

We represent only the Town as a separate entity.

We represent only the Town as a separate entity. We do not represent any individual Town officer or any individual Town governing board member. Our attorney-client privilege and our professional duty of confidentiality, for example, runs only to the Town as an entity and not to any individual representative. In some cases, the rules of professional responsibility for lawyers may require us to share information received from a Town representative with other Town representatives, or directly with the governing board. We will not keep confidences from any Town Board member or any other Town representative.

We will take direction for our work from the Town Manager unless we are directed otherwise by the Town Attorney or the Mayor. We will, however, respond to requests from any Town representative known to us unless we establish a different protocol with the Town. We will also respond to requests from the Town's auditors if presented to us as requests authorized by the Town.

We do not and will not represent any other party to the transaction.

The legal opinions we deliver must be objective.

Although we serve as special counsel to the Town, we must deliver legal opinions at the closing that are objective; that is, they are to set forth our evaluation of legal matters without regard to the Town's financial or other interests. We will of course explain and discuss our view of the applicable law and requirements for compliance with all parties.

Conflicts of interest

We at Sanford Holshouser have an active public finance and community economic development practice. Not all the parties to this transaction have yet been identified. It is entirely possible that during our representation of the Town, one or more of our other clients may become involved in unrelated transactions with the Town. In this regard we should mention that our Firm regularly represents

BB&T/Truist on housing projects financed in cooperation with the Federal Home Loan Bank. We do not regularly represent that bank on North Carolina local government financing projects.

We certainly do not expect that any such representation would produce an actual conflict with our work as special counsel on this transaction. We will endeavor to inform you of any such circumstance should it arise, but our expectation would be to continue to represent the Town in this transaction.

We are proud of the clients we work for.

We are proud of our work and the clients we work for. We may list the Town as a client (and include a description of our work for the Town) on our web site and in marketing materials. Please let us know if you object to our doing so. We will only include any information that is a public record, and we will not include any information we think may be particularly sensitive.

When our engagement ends

The Town can fire us from our representation at any time for any reason. You will owe us only for the work we have done to that point. We can also terminate our work for the Town at any time, but we are then required, by the rules of lawyers' professional responsibility, to take all steps reasonably necessary to make sure our resignation does not have a material adverse effect on the Town's interests.

Otherwise, we generally consider our engagement as concluded with the closing of the financing, except for the completion of miscellaneous "post-closing matters," such as completing collected sets of financing documents. Our Firm and the Town may identify other matters prior to the closing that have to be completed after the closing. Otherwise, after the closing any work on matters such as arbitrage rebate, document amendments, loan modifications or refinancings, IRS or SEC inquiry, tax law compliance or continuing disclosure would have to be the subject of a separate agreement between the Firm and the Town. After the closing, we will also ask the Town to provide an evaluation of our work.

After we provide all participants with copies of the final financing documents, it's our practice to then discard all remaining hard copies of any paperwork, and we may delete electronic copies at any time.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 3-22-22**

SUBJECT: Approval of Resolution Providing Final Approval for Installment Financing up to \$1,900,000 for a Fire Station Site and Tanker Truck and Refinance an Existing Loan

AGENDA INFORMATION:

Agenda Location: OLD BUSINESS
Item Number:
Department: Administration
Contact: Rob Hites
Presenter: Rob Hites

BRIEF SUMMARY:

Mr. Jessup submitted the draft contract and deed of trust the Board approved to the lender J.P. Morgan Chase for their approval. The bank requested several contextual changes changing the wording to clarify that there are two components of the loan, (1) the refinancing of the Public Services building at 2.0% for nine years and (2) the financing of the Tanker Truck and repayment of the land for 2.01% for fifteen years. As a result of the changes Mr. Jessup has amended the language of the previous resolution, contract and deed of trust to reflect the bank's request. The resolution before you authorize me to execute the contract and deed of trust on behalf of the Town. Mr. Jessup has provided the Board with a marked-up copy of the previous resolution, contract and deed of trust to outline the changes.

MOTION FOR CONSIDERATION:

Approve the attached resolution

FUNDING SOURCE/IMPACT: General

ATTACHMENTS: Resolution, Contract, Deed of Trust

MANAGER'S COMMENTS AND RECOMMENDATIONS

During the previous meeting Mr. Feichter asked if the Bank would delete the language prohibiting the prepayment of the loans. Mr. Jessup requested this of the Bank, and they stated that the prohibition of prepayment was a necessary to offer the 2.0% and 2.01% rates.

The Town would not be able to prepay or refinance the loans, but the very low interest rate would not yield the Town a significant loss of interest over the term of the loan.

The LGC has required the Town to have the property appraised and indicated that should the appraisal not substantiate the purchase they may table the items until the Town can provide an explanation for purchasing the land above the appraised value. This is a last-minute request of the LGC staff and the earliest that I could have the appraisal completed is March 25th. If the appraisal in less than the purchase price I will submit an explanation of why we had to purchase land above appraisal and send it in with the appraisal.

The action requested of the Board is to adopt the attached resolution.

s★h draft of March 717

Prepared by and return after recording to:

Robert M. Jessup Jr.
Sam [Smotherman](#) Barnes
Sanford Holshouser LLP
209 Lloyd St., Suite 350
Carrboro, NC 27510

STATE OF NORTH CAROLINA)	The collateral is or includes fixtures.
)	
HAYWOOD COUNTY)	

Brief description: Town of Waynesville public works facility, [129 Legion Drive, Waynesville](#)

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THIS DEED OF TRUST AND SECURITY AGREEMENT (this "Deed of Trust") is dated as of April 12, 2022, and is granted by the **TOWN OF WAYNESVILLE, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the "Town"), to **Jeremy Fisher**, as trustee (the "Deed of Trust Trustee"), for the benefit of **JPMORGAN CHASE BANK, N.A.** (the "Lender").

Introduction

The Lender is advancing [\$1,900,000] to the Town pursuant to an Installment Financing Contract dated as of April 12, 2022 (the "Financing Contract"), between the Town and the Lender. The Town will use these funds to pay for the acquisition of the site for a new fire station, to finance the purchase of a new tanker truck and to refinance an existing loan for the Town's public works facility, all as described in the Financing Contract.

As a condition to entering into the Financing Contract, the Lender requires the Town to secure its obligations under the Financing Contract by this conveyance of the Town's public works facility and its related real property, as described in Exhibit A, and the other "Mortgaged Property," as defined below.

The Mortgaged Property includes the property described in Exhibit A. The Town is the record owner of the property described in Exhibit A.

This Deed of Trust is given to secure current advances under the Financing Contract of [\$1,900,000]. The current scheduled date for final repayment is on or about April 1, 2037.

NOW, THEREFORE,

(1) in consideration of the execution and delivery of the Financing Contract and other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge,

(2) to secure the Town's performance of all its covenants under this Deed of Trust and under the Financing Contract, including the repayment of amounts advanced under the Financing Contract, and

(3) to charge the Mortgaged Property with this payment and performance,

the Town sells, grants and conveys to the Deed of Trust Trustee, his successors and assigns forever, in trust, with power of sale, the following (collectively, the "Mortgaged Property"):

(a) the property described in Exhibit A and any real property later acquired by the Town in exchange for, or in consideration of the exchange of, or with the proceeds from any disposition of, all or any part of any property described in this paragraph, and in all cases together with all easements, rights, rights-of-way and appurtenances belonging to any of that property (collectively, the "Pledged Site"); and

(b) all buildings and other improvements and fixtures (including any "Fixtures," as defined in Section 1-4) now or later attached to or used in or on those improvements or the Pledged Site, including (i) all renewals, replacements, and additions, (ii) all articles in substitution, (iii) all building materials for construction, improvement, modification or repair of improvements upon their delivery to the Pledged Site, and (iv) all proceeds of all the foregoing in whatever form resulting from the loss or disposition of the foregoing, including all proceeds of and unearned premiums for any insurance policies covering the Pledged Site and the improvements, proceeds of title insurance and payments related to the exercise of condemnation or eminent domain authority, and all judgments or settlements in lieu of any of the foregoing (collectively, the "Pledged Facilities");

TO HAVE AND TO HOLD the Mortgaged Property with all privileges and appurtenances belonging thereto, to the Deed of Trust Trustee, his successors and assigns forever, upon the trusts, terms and conditions and for the purposes set out below, in fee simple in trust;

SUBJECT, HOWEVER, to the existing encumbrances described in Exhibit B;

BUT THIS CONVEYANCE IS MADE UPON THIS SPECIAL TRUST: if the Town pays its "Obligations," as defined below, in full in accordance with the Financing Contract and this Deed of Trust, and the Town complies with all the terms, covenants and conditions of the Financing Contract and this Deed of Trust, this conveyance will be null and void and the Lender will cancel it of record at the Town's request and cost, and title will revert as provided by law;

BUT IF, HOWEVER, THERE OCCURS AN EVENT OF DEFAULT UNDER THE FINANCING CONTRACT, then the Lender will have the remedies provided for in this Deed of Trust, including directing the Deed of Trust Trustee to sell the Mortgaged Property under power of sale.

THE TOWN COVENANTS AND AGREES with the Deed of Trust Trustee and the Lender (and their respective heirs, successors and assigns), in consideration of the foregoing, as follows:

1. Warranties of Title; Security Provided by this Deed of Trust

1-1 Warranties of Title. The Town covenants with the Deed of Trust Trustee and the Lender that the Town is seized of and has the right to convey the Mortgaged Property in fee simple, that the Mortgaged Property is free and clear of all liens and encumbrances other than Permitted Encumbrances (as defined in the Financing Contract), that title to the Mortgaged Property is marketable, and that the Town will forever warrant and defend title to the Mortgaged Property (subject to the Permitted Encumbrances) against the claims of all persons.

1-2 Security for Payment and Performance. This Town is delivering this Deed of Trust to secure all the Town's obligations to the Lender related to the Financing Contract and the Mortgaged Property (the "Obligations"), including (a) the payment when due of all amounts payable under the Financing Contract and this Deed of Trust, and (b) the Town's timely compliance with all terms, covenants and conditions of the Financing Contract and this Deed of Trust.

1-3 Amount Advanced. The amount of the Obligations secured by this Deed of Trust at the time of its execution and delivery is [\$1,900,000].

1-4 Security Interest in Fixtures. This Deed of Trust is intended to be a security agreement pursuant to the Uniform Commercial Code as in effect in North Carolina for the "Fixtures," as defined below. The Town grants to the Lender and the Deed of Trust Trustee a security interest in the Fixtures to secure the Obligations.

The Town agrees to execute, deliver and file, or cause to be filed, in such place or places as may be requested by the Lender or the Deed of Trust Trustee, financing statements (including any continuation statements) in whatever form either party may reasonably request to evidence the security interest provided for in this Section. Upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract, the Lender or the Deed of Trust Trustee is entitled to exercise all rights and remedies of a secured party under the Uniform Commercial Code as in effect in North Carolina and may proceed as to the Fixtures in the same manner as provided in this Deed of Trust for the real property.

The "Fixtures" are all items of personal property attached or affixed to the Pledged Facilities in such a manner that removing the items would cause damage to the Pledged Facilities. The Fixtures may include plumbing, heating, lighting,

electrical, laundry, ventilating, refrigerating, incinerating, air-conditioning, fire and theft protection and sprinkler equipment, including all renewals and replacements thereof and all additions thereto, and all articles in substitution thereof, and all proceeds of all the foregoing in whatever form.

The Town is not obliged to renew, repair or replace any undesirable or unnecessary Fixture. If the Town determines that any Fixture has become undesirable or unnecessary, the Town may remove that Fixture from the Pledged Facilities and sell, trade-in, exchange or otherwise dispose of it (as a whole or in part), with an amount equivalent to the fair market value of the Fixture as removed becoming Net Proceeds and subject to the provisions of Section 6.1 of the Financing Contract.

With respect to those items of the Mortgaged Property that are or are to become Fixtures, this Deed of Trust constitutes a financing statement filed as a fixture filing. The Town agrees that the security interest in the Fixtures granted in this Section 1-4 is in addition to, and not in lieu of, any security interest in the Fixtures acquired by real property law. The fixtures are located on the land described on Exhibit A, and the Town is the record owner of that land. The name and address of the Town, as debtor, and the Lender, as secured party, are set forth in Section 5-1.

1-5 Town's Obligation Limited. Notwithstanding any other provision of this Deed of Trust, the parties intend that this transaction will comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of Section 160A-20.

No provision of this Deed of Trust is to be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Deed of Trust should be construed or interpreted as an illegal delegation of governmental powers, nor as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged, directly or indirectly contingently, to secure any moneys due under this Deed of Trust.

No provision of this Deed of Trust restricts the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent the Financing Contract and this Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

Nothing in this Section is intended to impair or prohibit foreclosure on this Deed of Trust if the Obligations are not paid when due or otherwise upon the occurrence of an Event of Default under this Deed of Trust or the Financing Contract.

To the extent of any conflict between this Section and any other provision of this Deed of Trust, this Section takes priority.

1-6 No Transfers; Grants of Easements and Similar Interests

(a) The Town shall not sell, transfer or encumber any interest in any Mortgaged Property, except as otherwise permitted by the Trust Agreement or this Deed of Trust. This prohibition applies whether the sale, transfer, or encumbrance is of a legal or an equitable interest, is voluntary, involuntary, by operation of law, or otherwise, and includes any encumbrance that is not a Permitted Encumbrance. the Lender may take any action it deems appropriate to prevent or rescind any unauthorized sale, transfer or encumbrance.

(b) The Town may make the following grants and dispositions:

(i) The Town may from time-to-time grant easements, licenses, rights-of-way and other similar rights with respect to any part of the Mortgaged Property, and the Town may release similar interests, with or without consideration, so long as such easements, licenses, rights-of-way or other similar rights will not materially impair the intended use of the Mortgaged Property.

(ii) The Town may dispose of any undesirable or unnecessary Fixture as provided in Section 1-4.

1-7 Release upon defeasance. The Lender will release the lien of this Deed of Trust but only upon the Town's compliance with the requirements of this

Section. No consent or acknowledgment by the Deed of Trust Trustee is required for any release under this Section.

(a) To obtain a release, the Town must pay to the Lender, or to some other fiduciary reasonably acceptable to the Lender, an amount (A) that is sufficient to provide for the full and timely payment of the outstanding Amount Advanced and (B) that is required to be used for that payment. This payment may rely for its sufficiency on earnings from United States government securities provided to the fiduciary at the time of the deposit. The sufficiency of the payment must be evidenced or verified by a certificate or other writing, in form and substance reasonably satisfactory to the Lender, of a person or entity experienced in making these calculations as the Town may select.

(b) In order to obtain such a release, the Town must file with the Lender a Town Certificate (i) stating that (A) no Event of Default is continuing, and (B) the release complies with the requirements of this Section, (ii) providing a copy of the proposed instrument of release, (iii) directing the execution and delivery of the instrument, and (iv) providing evidence of compliance with (a) above. The Lender need not release any property pursuant to this section during the continuation of an Event of Default.

(c) The Town must also provide the Lender with an opinion of counsel reasonably satisfactory to the Lender to the effect that the payment or deposit of cash or securities will not cause the Town's obligations to pay principal or interest to become "arbitrage bonds" within the meaning of the Code, and that the release will not adversely affect the exclusion from gross income for federal income tax purposes of the interest component of Installment Payments.

2. Town's Payment Obligation; Lender's Advances

2-1 Payment of Obligations; Compliance with Covenants. The Town will pay the Obligations as and when the same become due and payable in the manner set forth in this Deed of Trust and in the Financing Contract, and will comply in all respects with all the terms of this Deed of Trust and the Financing Contract.

2-2 Payment of Legal Fees and Costs. (a) If the Deed of Trust Trustee or the Lender employs an attorney to assist in the enforcement or collection of any Obligations, or if the Deed of Trust Trustee or the Lender voluntarily or otherwise becomes a party to any suit or legal proceeding (including a proceeding conducted under any state or federal bankruptcy or insolvency statute) to protect the Mortgaged Property, to protect the lien of this Deed of Trust, to enforce collection of the Obligations, or to enforce compliance by the Town with any of the provisions of this Deed of Trust or the Financing Contract, then the Town will pay all reasonable legal fees and costs incurred (whether or not any suit or proceeding is commenced). All those fees and costs (together with interest at the Default Rate) are secured as Obligations under this Deed of Trust.

(b) If any suit or proceeding described in subsection (a) is adverse to the Town, however, then the Town has this liability only if the Deed of Trust Trustee or the Lender, as the case may be, is a prevailing party in the suit or proceeding.

2-3 Advances for Performance of Town's Obligations. If the Town fails to perform any of its obligations under the Financing Contract or this Deed of Trust, then the Deed of Trust Trustee and the Lender are authorized, but not obligated, to perform the obligation or cause it to be performed. All those fees and costs, together with interest at the Default Rate, are secured as Obligations under this Deed of Trust.

3. The Deed of Trust Trustee

3-1 Deed of Trust Trustee's Liability. The Deed of Trust Trustee will suffer no liability by virtue of his acceptance of this trust except as may be incurred because of any failure on his part to account for the proceeds of any sale under this Deed of Trust.

3-2 Substitute Trustees. If any Deed of Trust Trustee dies, becomes incapable of acting or renounces the trust, or if for any reason the Lender desires to replace any Deed of Trust Trustee, then the Lender has the unqualified right to appoint one or more substitute or successor Deed of Trust Trustees by instruments filed for registration in the office of the Register of Deeds where this Deed of Trust is recorded. Any removal or appointment may be made at any time without notice, without specifying any reason, and without any court approval. Any appointee

becomes vested with title to the Mortgaged Property and with all rights, powers, and duties conferred upon the Deed of Trust Trustee by this Deed of Trust in the same manner and to the same effect as if that Deed of Trust Trustee were named as the original Deed of Trust Trustee.

4. Defaults and Remedies; Foreclosure

4-1 Defaults and Remedies. During the continuation of an Event of Default under the Financing Contract, the Lender may pursue its rights and remedies as provided under the Financing Contract and this Deed of Trust.

4-2 Foreclosure; Sale under Power of Sale.

(a) *Right to foreclosure or sale.* During the continuation of an Event of Default, at the Lender's request, the Deed of Trust Trustee must foreclose this Deed of Trust by judicial proceedings or, at the Lender's option, the Deed of Trust Trustee must sell (and is empowered to sell) all or any part of the Mortgaged Property at public sale to the last and highest bidder for cash (free of any equity of redemption, homestead, dower, curtesy or other exemption, all of which the Town expressly waives to the extent permitted by law) after compliance with applicable State laws relating to foreclosure sales under power of sale. The Deed of Trust Trustee will execute and deliver a proper deed or deeds to the successful purchaser at the sale. If only a part of the Mortgaged Property is sold, the partial sale in no way adversely affects the lien created by this Deed of Trust against the remainder.

(b) *Lender's Bid.* The Lender may bid and become the purchaser at any sale under this Deed of Trust. Instead of paying cash, the Lender may make settlement for the purchase price by crediting against the Obligations the bid price net of sale expenses, including the Deed of Trust Trustee's commission, and after payment of any taxes and assessments as may be a lien on the Mortgaged Property superior to the lien of this Deed of Trust (unless the Mortgaged Property is sold subject to those liens and assessments, as provided by law).

(c) *Town's Bid.* The Town may bid for all or any part or parts of the Mortgaged Property at any foreclosure sale. The Town, however, may not bid less than an amount sufficient to provide for full payment of the Obligations, unless the Lender consents in writing.

(d) *Successful bidder's deposit.* At any sale, the Deed of Trust Trustee may, at his option, require any successful bidder (other than the Lender) immediately to make a deposit with the Deed of Trust Trustee against the successful bid in the form of cash or a certified check in an amount of up to 5% of the sale price. The advertised notice of sale need not include notice of this requirement.

(e) *Application of sale proceeds.* The Deed of Trust Trustee must apply the proceeds of any foreclosure sale in the manner and in the order prescribed by State law. The parties agree (i) that the sale expenses will include a commission to the Deed of Trust Trustee equal to five percent of the gross sales price for all services performed by the Deed of Trust Trustee under this Deed of Trust, and (ii) that any sale proceeds remaining after the payment of all obligations and the prior application of the proceeds in accordance with State law will be paid to the Town.

4-3 Possession of Mortgaged Property. During the continuation of an Event of Default, upon the Lender's demand the Town must deliver possession of the Mortgaged Property to the Lender. In addition, the Town must surrender possession of the Mortgaged Property to the purchaser of the Mortgaged Property at any judicial or foreclosure sale under this Deed of Trust.

During the continuation of an Event of Default, the Lender, to the extent permitted by law, is also authorized to (a) take possession of the Mortgaged Property, with or without legal action, (b) lease the Mortgaged Property, (c) collect all rents and profits from the Mortgaged Property, with or without taking possession of the Mortgaged Property, and (d) after deducting all costs of collection and administration expenses, apply the net rents and profits to the payment of necessary maintenance and insurance costs, and then apply all remaining amounts to the Town's account and in reduction of the Obligations. The Lender will be liable to account only for rents and profits it actually receives.

4-4 Due on Sale Provision; Acceleration. The Lender may, at its option, require the immediate payment in full of the Installment Payments and all other amounts secured by this Deed of Trust upon the sale, transfer, conveyance or encumbrance of all or any part of the Mortgaged Property, or any legal or beneficial interest in the Mortgaged Property, without the Lender's prior written consent. This option applies whether the sale, transfer, conveyance or encumbrance is voluntary,

involuntary, by operation of law or otherwise, and includes any lien or encumbrance that is not a Permitted Encumbrance.

4-5 No Remedy Exclusive; Delay not Waiver. All remedies under this Deed of Trust are cumulative and may be exercised concurrently or separately. The exercise of any one remedy is not an election of that remedy as an exclusive remedy, nor does the exercise of one remedy preclude the exercise of any other remedy. If any Event of Default occurs and is later waived by the other party or parties, that waiver is limited to the particular default waived and does not constitute a waiver of any other default. Every power or remedy given by this Deed of Trust to the Deed of Trust Trustee or the Lender may be exercised from time to time as often as may be deemed expedient by the Deed of Trust Trustee or the Lender.

5. Miscellaneous

5-1 Notices.

(a) Any communication provided for in this Deed of Trust must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Deed of Trust, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a Town Representative (in the case of the Town) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment.

(c) Any other communication under this Deed of Trust will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

- (i) if to the Town, to Town of Waynesville – Town Manager, Re: Notice under 2022 Financing Documents, 16 South Main Street, Waynesville, North Carolina 28786

(ii) if to the Deed of Trust Trustee, to Jeremy Fisher, 4350 Congress Street, Floor 02, Charlotte, NC 28209-4865

(iii) if to the Lender, to JPMorgan Chase Bank, N.A., 4350 Congress Street, Floor 02, Charlotte, NC 28209-4865, Attention: Jeremy Fisher

(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Deed of Trust requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

5-2 Successors. This Deed of Trust is binding upon, will inure to the benefit of, and is enforceable by the Town, the Deed of Trust Trustee and the Lender, and their respective successors and assigns.

5-3 No Marshalling. The Town waives all rights to require marshalling of assets in connection with the exercise of any remedies provided in this Deed of Trust or as permitted by law.

5-4 Definitions; Interpretation. All capitalized terms used in this Deed of Trust and not otherwise defined have the meanings ascribed to them in the Financing Contract. The rules for interpretation set out at the end of Exhibit A to the Financing Contract also apply to this Deed of Trust.

5-5 Governing Law; Forum. The Town, the Lender and the Deed of Trust Trustee intend that North Carolina law will govern this Deed of Trust and all matters of its interpretation. To the extent permitted by law, the Town, the Lender and the Deed of Trust Trustee agree that any action brought with respect to this Deed of Trust must be brought in the North Carolina General Court of Justice in Haywood County, North Carolina.

5-6 Limitation of Liability of Officers and Agents. No officer, agent or employee of the Town, the Lender or the Deed of Trust Trustee will be subject to any personal liability or accountability by reason of the execution of this Deed of Trust or any other documents related to the transactions contemplated by this Deed

of Trust. Those officers or agents are deemed to execute documents in their official capacities only, and not in their individual capacities. This Section does not relieve any officer, agent or employee from the performance of any official duty provided by law.

5-7 Covenants Run with the Land. All covenants contained in this Deed of Trust run with the real estate encumbered by this Deed of Trust.

5-8 Further Instruments. Upon the request of the Lender or the Deed of Trust Trustee, the Town will execute, acknowledge and deliver any further instruments reasonably necessary or desired by the Lender or the Deed of Trust Trustee to carry out more effectively the purposes of this Deed of Trust or any other document related to the transactions contemplated by this Deed of Trust, and to subject to the liens and security interests of this Deed of Trust all or any part of the Mortgaged Property intended to be given or conveyed, whether now given or conveyed or acquired and conveyed subsequent to the date of this Deed of Trust.

5-9 Severability. If any provision of this Deed of Trust is determined to be unenforceable, that will not affect any other provision of this Deed of Trust.

5-10 Non-Business Days. If the date for making any payment, or the last day for performance of any act or the exercising of any right, is not a Business Day, that payment may be made, or act performed or right exercised, on or before the next succeeding Business Day.

5-11 Entire Agreement; Amendments. This Deed of Trust, together with the Financing Contract, constitutes the Town's entire agreement with the Lender and the Deed of Trust Trustee with respect to its general subject matter. This Deed of Trust may not be changed without the written consent of the Town and the Lender, but the consent of the Deed of Trust Trustee is not required.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town has caused this instrument to be signed, sealed and delivered by duly authorized officers, all as of April 12, 2022.

ATTEST: (SEAL)

**TOWN OF WAYNESVILLE,
NORTH CAROLINA**

Eddie Ward
Town Clerk

By: _____
Rob Hites
Town Manager

* * * * *

**STATE OF NORTH CAROLINA;
HAYWOOD COUNTY**

I, a Notary Public of such County and State, certify that Rob Hites and Eddie Ward personally came before me this day and acknowledged that they are the Town Manager and the Town Clerk, respectively, of the Town of Waynesville, North Carolina, and that by authority duly given and as the act of such Town, the foregoing instrument was signed in the Town's name by such Town Manager, sealed with its corporate seal and attested by such Clerk.

WITNESS my hand and official stamp or seal, this _____ day of April, 2022.

[SEAL]

Notary Public

My commission expires: _____

[Deed of Trust and Security Agreement
for the benefit of JPMorgan Chase Bank, N.A.
dated as of April 12, 2022]

EXHIBIT A – Pledged Site Description

129 Legion Drive, Waynesville, NC.

Being all that lot or parcel of land situate in the Town of Waynesville, Haywood County, North Carolina, and being more particularly described as follows:

BEGINNING at a #5 rebar in the south margin of Legion Drive (formerly known as South Welch Street), which rebar is located at the northwest corner of the Town of Waynesville tract (Book 376, Page 306) and the northwest corner of the Town & Country Townhouses Property Owners Association property (Book 613, Page 484) and runs thence with said margin of said street three calls as follows: S. 52 deg. 10 min. 23 sec. W 261.58 feet to an iron pin; S. 55 deg. 40 min. 00 sec. W. 137.90 feet to an iron pin; and S. 58 deg. 11 min. 17 sec. W. 152.60 feet to a Mag Nail Set; thence leaving said street and running with the northeast boundary line of the American Legion lot (Book 171, Page 219) S. 44 deg. 31 min. 00 sec. E. 503.65 feet to an iron pin; thence N. 36 deg. 36 min. 00 sec. E. 533.11 feet to an iron pin, the southmost corner of the Zacher lot (Book 790, Page 404); thence with the southwest boundary lines of said Zacher lot and said Town & Country lot N. 41 deg. 28 min. 40 sec. W. 333.38 feet to the point and place of BEGINNING, containing 5.059 acres, more or less according to survey entitled "Town of Waynesville" dated September 28, 2016, Drawing Number 16-1-447.

BEING the same property described in that deed to Town of Waynesville, a Municipal Corporation, dated July 31, 1986, recorded in Book 376, Page 306, Haywood County Registry,

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Style Definition: Normal

TOWN OF WAYNESVILLE, NORTH CAROLINA

and

JPMORGAN CHASE BANK, N.A.

INSTALLMENT FINANCING CONTRACT

Installment Financing Contract

THIS INSTALLMENT FINANCING CONTRACT (the "Contract") is dated as of April 12, 2022, and is between the **TOWN OF WAYNESVILLE, NORTH CAROLINA**, a municipal corporation of the State of North Carolina (the "Town"), and **JPMORGAN CHASE BANK, N.A.** (the "Lender").

Introduction --

The Town has previously determined to carry out a project to pay for the acquisition of the site for a new fire station, to finance the purchase of a new tanker truck and to refinance the existing loan for the Town's public works facility. The Town has also made a preliminary determination to finance these projects through installment financings, as authorized under Section 160A-20 of the North Carolina General Statutes.

This Contract provides for the Lender's advance of funds, and the Town's obligation to repay the funds with interest. In accordance with the Town's authority under Section 160A-20 of the North Carolina General Statutes, the Town will secure its obligations under this Contract by granting to the Lender a security interest in the Pledged Facilities and the Pledged Site.

Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained in this Contract, the parties agree as follows:

ARTICLE I ADVANCE

1.1. Advance. The Lender advances (a) the sum of \$ _____ (the "First Advance") and (b) the sum of \$ _____ (the "Second Advance"), for a total

of [\$1,900,000] (the "Amount Advanced"), to the Town, and the Town accepts the ~~Amount Advanced~~ First Advance and the Second Advance from the Lender.

1.2. Form of Advance. The Lender will ~~make this advance, disburse the First Advance and the Second Advance to or for the benefit of the Town,~~ as directed by ~~the Town, by _____,~~ a Town Representative in a separate certificate.

ARTICLE II
CONTRACT PAYMENTS

2.1. Installment Payments. (a) First Advance -- The Town will repay the ~~Amount Advanced~~ First Advance by making Installment Payments at the times and in the amounts set forth in Exhibit B-~~1~~.

(b) Second Advance -- The Town will repay the Second Advance by making Installment Payments at the times and in the amounts set forth in Exhibit B-2.

(c) As indicated in Exhibit B, the Installment Payments include designated interest components. The Town will make its payments either by check or draft or by Federal Reserve wire transfer, or other transfer of immediately available United States funds, in any case sent on the payable date directly to the Lender to any address or bank account in the United States as the Lender may designate from time to time.

(d) The Town may remit the payments called for on Exhibit B-1 and Exhibit B-2 in a single combined payment. In the case of any shortfall in payment, the Lender will apply the amounts remitted in the following order: first to payment of the interest component of the First Advance; then to the interest component of the Second Advance; then to the principal component of the Second Advance; and finally to the principal component of the First Advance.

2.2. Additional Payments. The Town will pay all Additional Payments on a timely basis directly to the person or entity to which it owes the payment. If the Town fails to pay any Additional Payment when due, the Lender may (but is not required to) pay the Additional Payment. The Town then agrees to reimburse the Lender for any Additional Payment paid by the Lender, together with interest at the

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Default Rate. All Installment Payments and Additional Payments will be made in lawful money of the United States.

2.3. Late Charges. Should the Town fail to pay any Installment Payment, or any other sum required to be paid to the Lender, within 15 days after the due date, the Town shall pay a late payment charge equal to 4% of the delinquent payment. The acceptance or assessment of a late charge shall not constitute a waiver of a default or of an Event of Default, or impair any other rights or remedies of the Lender.

2.3. No Prepayment. The Town may not prepay any portion of the outstanding principal components of the Installment Payments, [whether related to the First Advance or the Second Advance](#).

2.4. Interest Rate and Payment Adjustment. (a) “Rate Adjustment Event” means any action by the Internal Revenue Service (including the delivery of a deficiency notice) or any other federal court or administrative body determining that the interest component of Installment Payments, or any portion thereof, is includable in any counterparty's gross income for federal income tax purposes, in any case as a result of any misrepresentation by the Town or as a result of any action the Town takes or fails to take.

(b) Upon any Rate Adjustment Event, (i) the unpaid principal portion of the Amount Advanced shall continue to be payable on dates and in amounts as set forth in Exhibit B, but (ii) the interest component of the Installment Payments relating to the Amount Advanced shall be adjusted to preserve the Lender's after-tax economic yield with respect to the interest components of the Installment Payments relating to the Amount Advanced. Such rate shall be adjusted to the date (retroactively, if need be) determined pursuant to the Rate Adjustment Event to be the date interest became includable in the gross income for federal income tax purposes of the Lender.

(c) [If the Rate Adjustment Event affects only Installment Payments related to the First Advance but not the Second Advance, or vice versa, then the provisions of subsection \(b\) above will only apply to the Installment Payments related to the affected Advance.](#)

(d) The Town shall pay interest at such adjusted ~~rate~~ rates (subject to credit for interest previously paid) to each affected counterparty, notwithstanding the

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fact that any particular counterparty may not be the counterparty under this Contract on the date of a Rate Adjustment Event. The Town shall additionally pay to all affected beneficiaries any interest, penalties or other charges assessed against or payable by such counterparty and attributable to a Rate Adjustment Event notwithstanding the prior repayment of the entire Amount Advanced or any transfer to another counterparty.

(~~de~~) After the occurrence of an Event of Default, and so long as such Event of Default is continuing, the interest component of ~~the~~all Installment Payments ~~relating to the Amount Advanced shall will~~ be ~~adjusted to~~calculated based on the Default Rate.

2.5. No Reduction or Abatement. The Town remains liable for full performance of all its covenants under this Contract and the Deed of Trust (subject to the limitations described in Article IV), notwithstanding the occurrence of any event or circumstances whatsoever, including any of the following:

(a) Any act or omission by the Lender, or the Lender's waiver of any right granted or remedy available to it;

(b) The forbearance or extension of time for payment or performance of any obligation under this Contract or the Deed of Trust, whether granted to the Town or any other person;

(c) The sale or release of all or part of the Mortgaged Property or the release of any party who assumes all or any part of such performance; or

(d) Another party's assumption of any of the Town's obligations under the Contract or this Deed of Trust.

There will be no abatement or reduction of the Installment Payments or Additional Payments by the Town for any reason, including, but not limited to, any defense, recoupment, setoff, counterclaim, or any claim arising out of or related to the Pledged Sites or the Pledged Facilities. The Town assumes and will bear the entire risk of completion, loss and damage to the Mortgaged Property from any cause whatsoever, it being the parties' intention that the Installment Payments will be made in all events unless the Town's obligation to make Installment Payments is terminated as provided in this Contract.

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2.6. Appropriations.

(a) The Town will cause the officer who prepares the draft Town budget initially submitted for Town Board consideration to include in the initial proposal each year the amount of all Installment Payments and estimated Additional Payments coming due during the Fiscal Year to which the budget applies. Notwithstanding that the initial proposed budget includes an appropriation for Contract Payments, the Town Board may determine not to include the appropriation (in whole or in part) in the final Town budget for any Fiscal Year, or may amend an adopted budget to reduce or delete an approved appropriation.

(b) (i) If for any Fiscal Year the Town adopts an annual budget that does not appropriate (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year, then the Town will send notice of this failure to the Lender and the LGC within ten days after the adoption of that budget.

(ii) If for any Fiscal Year the Town has not adopted an annual budget that appropriates (for that purpose) an amount equal to the Installment Payments and estimated Additional Payments coming due during that Fiscal Year within 15 days after the beginning of any Fiscal Year, then the Town will send notice of this failure to the Lender and the LGC within an additional ten days.

(iii) Similarly, if at any time the Town amends the annual budget to reduce the amounts appropriated for Contract Payments below the amounts expected to be required for the remainder of that Fiscal Year, then the Town will send notice of this amendment to the Lender and the LGC within ten days.

(iv) The Town shall send notices intended for the LGC to the attention of its Secretary, at 3200 Atlantic Avenue, Longleaf Building, Raleigh NC 27604.

ARTICLE III
TOWN'S RESPONSIBILITIES

3.1. Care and Use. The Town will use and care for the Mortgaged Property in a careful and proper manner. The Town must keep the Mortgaged Property in good condition, repair, appearance and working order for the purposes intended.

3.2. Utilities. The Town will pay all charges for utility services furnished to or used on or in connection with the Pledged Site and the Pledged Facilities.

3.3. Risk of Loss. The Town bears all risk of loss to and condemnation of the Mortgaged Property.

3.4. Lender's Performance of Town's Responsibilities. The Lender may, but is in no event required to, (a) undertake any performance required of the Town or (b) make any payments required to be made by the Town, in either case for the insurance, maintenance or preservation of the Mortgaged Property that the Town fails to make or pay. The Town will then reimburse the Lender for any payments and for any associated costs and expenses, legal or otherwise, together with interest at the Default Rate.

3.5. Compliance with Requirements. The Town will promptly and faithfully comply with all requirements of governmental authorities relating to the use or condition of the Mortgaged Property (or be diligently and in good faith contesting the requirements), if the violation of the requirement would adversely affect the use, value or condition of the Mortgaged Property. This compliance (or contest) is required of the Town whether or not any requirement necessitates structural changes or improvements or interferes with the Town's use or enjoyment of the Mortgaged Property.

The Town will in no event use the Mortgaged Property, or any portion, nor allow it to be used, (a) for any unlawful purpose, (b) in violation of any certificate of occupancy or other permit or certificate, or (c) in violation of any law, ordinance or regulation.

3.6. Use and Operation of Pledged Facilities. The Town will use and operate the Pledged Facilities for their intended public purposes. The Town will be solely responsible for the operation of the Pledged Facilities, and will not contract

with any other person or entity for that operation. Unless required by applicable law or unless the Lender has otherwise agreed in writing, the Town will not use the Mortgaged Property for any purposes other than those for which the property was intended as of the Closing Date.

3.7. Modification of Pledged Facilities; Installation of Equipment and Machinery. The Town has the right to remodel the Pledged Facilities or make substitutions, additions, modifications and improvements to the Pledged Facilities, at its own cost and expense. These changes, however, must not damage the Pledged Facilities or result in the use of the Pledged Facilities for purposes substantially different from those contemplated on the Closing Date. Further, the Pledged Facilities, upon completion of the changes, must be of a value not less than the value of the Pledged Facilities immediately prior to making the changes. All additions, modifications and improvements within the boundaries of the Pledged Site become a part of the Mortgaged Property and subject to the lien of the Deed of Trust.

The Town may also, from time to time in its sole discretion and at its own expense, install machinery, equipment and other tangible property in or on the Pledged Facilities. Neither the Lender nor any assignee will have any interest in any property that is not a "Fixture" as defined in Section 1-4 of the Deed of Trust.

3.8. Taxes and Other Governmental Charges. If the Mortgaged Property (or any portion) is, for any reason, deemed subject to taxation, assessments or charges lawfully made by any government, the Town will, during the Contract term, pay the amount of all those taxes, assessments and governmental charges as Additional Payments. With respect to special assessments or other charges which may be lawfully paid in installments over a period of years, the Town is obligated under this Contract only to provide for the installments that are required to be paid during the Contract term. The Town must not allow any liens for taxes, assessments or governmental charges with respect to the Mortgaged Property (or any portion) to become delinquent, including any taxes levied upon the Lender's interest in the Mortgaged Property, or on any rentals or other revenues derived from the Mortgaged Property.

The Town may, at its own expense and in its own name, in good faith contest any taxes, assessments and other charges. In the event of a contest, the Town may permit the charges to remain unpaid during the period of the contest and any ap-

peal. If, however, the Lender notifies the Town that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of any items, then the Town must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges).

3.9. Town's Insurance.

(a) Property Damage Insurance – The Town shall, at its own expense, acquire, carry and maintain broad-form extended coverage property damage insurance with respect to the Pledged Facilities in an amount equal to the estimated replacement cost. This insurance must include standard mortgagee coverage in favor of the Lender. The Town shall provide evidence of such coverage to the Lender promptly upon substantial completion. Any Net Proceeds of the insurance required by this subsection (a) shall be payable as provided in Section 6.2.

(b) General Liability Insurance – To the extent permitted by law, the Town agrees that it will, at its own expense, acquire, carry and maintain comprehensive general liability insurance in an amount not less than \$2,000,000 for personal injury or death and \$2,000,000 for property damage, and that it will include the Lender as an additional insured with respect to occurrences related to the Facilities.

(c) Worker's Compensation Insurance – The Town will, at its own expense, acquire, carry and maintain worker's compensation insurance in the manner required by law.

(d) Additional Provisions --

(i) The Town must maintain the insurance required by this Section with generally recognized responsible insurers. The insurance may carry reasonable deductible or risk-retention amounts. The Town must provide copies of all such policies to the Lender upon request.

(ii) In the alternative, the Town may maintain the insurance required by subsections (a) and (b) above (A) by one or more blanket or umbrella insurance policies or (B) by means of an adequate self-insurance fund or risk-retention program, or by participation in a group risk pool or similar program.

(iii) If the Town obtains blanket or umbrella coverage, the Town must provide to the Lender, upon the Lender's request, a certificate or certificates of the respective insurers evidencing the coverage and, with respect to property insurance, stating the amount of coverage provided with respect to the Pledged Facilities (or any covered portion). If the Town provides for any alternative risk management programs, the Town's risk manager or an independent insurance consultant must review the programs annually for sufficiency. The Town must provide to the Lender evidence as to the sufficiency of any alternative program as the Lender may reasonably request.

(iv) The Town may settle or adjust insurance claims in its discretion, except that no Town agent or employee will have the power to adjust or settle any property damage loss greater than \$100,000 with respect to the Mortgaged Property, whether or not covered by insurance, without the Lender's prior written consent. The Lender and the Town will cooperate fully with each other in filing any claim or proof of loss with respect to any insurance policy described in this Contract.

(v) The Lender will not be responsible for the sufficiency or adequacy of any required insurance.

3.10. Financial Information. The Town will furnish to the Lender, or post to the Electronic Municipal Market Access ("EMMA") website, its audited financial statements prepared by an independent Certified Public Accountant, within 270 days after the end of each Fiscal Year. Additionally, the Town will provide the Lender with a copy of its annual budget, as adopted, within 30 days of adoption. The Town agrees that the Lender may provide any information or knowledge the Lender may have about the Town or about any matter relating to this Contract or the Pledged Facilities to the Lender or any of its subsidiaries or affiliates or their successors, or to any one or more participants or assignees of this Contract.

ARTICLE IV
TOWN'S LIMITED OBLIGATION

Notwithstanding any other provision of this Contract, the parties intend that this transaction comply with North Carolina General Statutes Section 160A-20. No deficiency judgment may be entered against the Town in violation of such Section 160A-20.

No provision of this Contract should be construed or interpreted as creating a pledge of the Town's faith and credit within the meaning of any constitutional debt limitation. No provision of this Contract should be construed or interpreted as an illegal delegation of governmental powers or as an improper donation or lending of the Town's credit within the meaning of the North Carolina constitution. The Town's taxing power is not and may not be pledged directly or indirectly or contingently to secure any moneys due under this Contract.

No provision of this Contract will be construed to pledge or to create a lien on any class or source of the Town's moneys (other than the Amount Advanced and any Net Proceeds), nor will any provision of this Contract restrict the Town's future issuance of any of its bonds or other obligations payable from any class or source of the Town's moneys (except to the extent ~~the~~ this Contract and the Deed of Trust restrict the incurrence of additional obligations secured by the Mortgaged Property).

To the extent of any conflict between this Article and any other provision of this Contract, this Article takes priority. Nothing in this Article is intended to impair or prohibit foreclosure of the Deed of Trust upon occurrence of an Event of Default under this Contract or the Deed of Trust.

ARTICLE V
TITLE; LIENS

5.1. Title. Title to the Mortgaged Property and any and all additions, repairs, replacements or modifications thereto will at all times be in the Town, subject to the lien of the Deed of Trust and to the Permitted Encumbrances. Simultaneously with the execution and delivery of this Contract, the Town will deliver to the Lender the Deed of Trust in form mutually satisfactory to the Lender and the Town, and will cause the Deed of Trust to be recorded in the Office of the Register of Deeds of the Town of Waynesville, North Carolina.

5.2. Encumbrance, Mortgage or Pledge of Mortgaged Property.

(a) The Town will not directly or indirectly create, incur, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Mortgaged Property (or any portion), except Permitted Encumbrances. The

Town will promptly, at its own expense, take such action as may be appropriate to discharge any such mortgage, pledge, lien, charge, encumbrance or claim not excepted above which it has created, incurred or suffered to exist.

(b) The Town may, at its own expense and in its own name, in good faith contest any lien or claim as described in (a) above. In the event of a contest, the Town may permit the lien or claim to remain unpaid during the period of the contest and any appeal. If, however, the Lender notifies the Town that, in the opinion of independent counsel selected by the Lender, the security afforded pursuant to this Contract or the Deed of Trust will be materially endangered by nonpayment of the lien or claim, then the Town must promptly pay those items (but the payment will not in itself constitute a waiver of the right to continue to contest the charges). The Lender will cooperate fully with the Town in any contest, upon the request and at the expense of the Town.

(c) The Town will reimburse the Lender for any expense incurred by it in order to discharge or remove any lien or claim, together with interest thereon at the Default Rate.

ARTICLE VI
CONDEMNATION OR LOSS OF TITLE;
USE OF NET PROCEEDS

6.1. Damage, Destruction or Condemnation. The Town will promptly notify the Lender if

(a) the Mortgaged Property (or any portion) is destroyed or damaged by fire or other casualty;

(b) any governmental authority takes, or notifies the Town of any intent to take, title to, or the temporary or permanent use of the Mortgaged Property (or any portion), or the estate of the Town or the Lender in the Mortgaged Property (or any portion), under the power of eminent domain;

(c) a material defect in the construction of the Pledged Facility becomes apparent; or

(d) title to or the use of all or any portion of the Mortgaged Property is lost by reason of a defect in title;

and if the Town estimates that any loss or casualty as described in this Section will either cost \$100,000 or more to remedy or will result in a remedial payment to the Town of \$100,000 or more, as the case may be.

Each notice must describe generally the nature and extent of such damage, destruction or taking. The Town will provide any additional information concerning such matter as the Lender may reasonably request.

The Town will file its claims under insurance coverages and claims for awards or payments in the nature of condemnation awards resulting from any such damage, destruction or taking. The Town will prosecute all such claims for such awards or payments in good faith and with due diligence. Any Net Proceeds received by the Town will be used as provided in Section 6.2.

6.2. Security Interest in Net Proceeds; Deposit and Disbursement.

(a) If the Net Proceeds arising from any single event, or any single series of related events, is not more than \$100,000, then the Town has no obligation to account to the Lender or any other person or entity with respect to the use of those Net Proceeds. The Town, however, acknowledges that its use of such funds may be constrained by the Town's obligations under Section 7.1(kj).

(b) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is more than \$100,000, then the Town grants a security interest in the Net Proceeds to the Lender to secure the Town's obligations under this Contract, subject to the further provisions of this Section. This Contract is intended as and constitutes a security agreement with respect to this security interest. All Net Proceeds remain subject to the security interest provided for in this subsection until expended in compliance with this Contract.

(c) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is more than \$100,000 but less than \$1,000,000, the Town will retain the Net Proceeds and promptly apply those amounts

toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(d) If the amount of Net Proceeds received by the Town from any single event or any single series of related events is at least \$1,000,000, the Town will, at the Lender's request, cause those Net Proceeds to be paid to an escrow agent (which must be a bank, trust company or similar entity exercising fiduciary responsibilities and reasonably acceptable to the Lender) for deposit in a special escrow fund to be held by the escrow agent and disbursed by the escrow agent pursuant to requisitions in form and substance reasonably acceptable to the Lender. The Town will then promptly apply those amounts toward the repair or restoration of the Mortgaged Property, to the extent that can be accomplished with those amounts.

(e) In the case of any use of Net Proceeds for repair or restoration, the Town must act with due diligence and in a commercially reasonable manner to provide for the repair and restoration. After the Town has finished applying Net Proceeds to repair or restoration, the Town will promptly report to the Lender regarding the use of those Net Proceeds.

(f) The Town is not entitled to any reimbursement of any supplemental funds it provides under this subsection, nor is the Town entitled to any postponement or diminution of its obligation to make Contract Payments as a result of any contribution. Any repair or replacement paid for in whole or in part out of Net Proceeds will be the Town's property and will be part of the Mortgaged Property.

ARTICLE VII

TOWN'S WARRANTIES, REPRESENTATIONS AND COVENANTS

7.1. By the Town, Generally. The Town makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract:

(a) The Town is a duly organized and validly existing municipal corporation of the State. The Town has all powers necessary to enter into the transactions contemplated by this Contract and the Deed of Trust, and to carry out its obligations under those instruments.

(b) The Town will take no action that would adversely affect its existence as a municipal corporation in good standing in the State.

(c) The Town has duly and validly authorized, executed and delivered this Contract and the Deed of Trust. Assuming due authorization, execution and delivery thereof by the other parties, this Contract and the Deed of Trust constitute valid, legal and binding obligations of the Town, enforceable (in the case of the Deed of Trust, by the Deed of Trust Trustee and the Lender) in accordance with their respective terms, subject to bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights generally and such principals of equity as a court having jurisdiction may impose.

(d) The Town requires no further approval or consent from any governmental authority with respect to the Town's entering into or performing under this Contract or the Deed of Trust.

(e) No Town representation, covenant or warranty in this Contract is false or misleading in any material respect.

(f) The Town Board resolutions relating to the Town's authorization and performance of this Contract, the Deed of Trust, and the transactions contemplated in those documents have been duly adopted, are in full force and effect, and have not been in any material respect modified, revoked or rescinded.

(g) The Town reasonably believes funds will be available to satisfy all its obligations under this Contract.

(h) The Pledged Facilities have been designed and constructed so as to comply with all applicable subdivision, building and zoning ordinances and regulations, if any, and any and all applicable federal and State standards and requirements relating to the Pledged Facilities. The Town has complied with all required public bidding and related procedures regarding the acquisition and construction of the Pledged Facilities.

(i) The Pledged Facilities have not been and will not be used in any private business or put to any private business use.

(j) The Town will not take or permit, or omit to take or cause to be taken, any action that would cause its obligations under this Contract to be "arbitrage bonds" or "private activity bonds" within the meaning of the Code, or otherwise adversely affect the exclusion from gross income for federal income tax purposes of the designated interest component of Installment Payments to which those components would otherwise be entitled and, if it should take or permit, or omit to take or cause to be taken, any such action, the Town will take or cause to be taken all lawful actions within its power necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

(k) The Lender has not acted as a financial adviser to the Town, and the Town has not relied on the Lender for any financial advice.

7.2. Town's Undertakings as to Environmental Matters.

The Town makes the following statements of fact, with the understanding and intent that the Lender will rely on these statements in making its decision to enter into this Contract.

(a) The Town has no knowledge (i) that any industrial use has been made of the Mortgaged Property, (ii) that the Mortgaged Property has been used for the storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, (iii) that any manufacturing, landfilling or chemical production has occurred on the Mortgaged Property, or (iv) that there is any asbestos or other contaminant on, in or under the Mortgaged Property.

(b) To the Town's knowledge, the Mortgaged Property complies with all federal, State and local environmental laws and regulations. The Town will keep the Mortgaged Property, and the activities at the Mortgaged Property, in compliance with all environmental laws, rules, and regulations. The Town will, in a timely manner, take all lawful action necessary to maintain such compliance or to remedy any lack of compliance.

(c) The Town will use and maintain hazardous materials or substances on the Mortgaged Property only for the routine maintenance and operation of the Mortgaged Property. The Town will maintain these materials or substances only in appropriate quantities for these purposes, and will use them only in substantial compliance with label instructions and all State and federal environmental laws, rules and regulations. The Town will not use the Mortgaged Property (i) for the manufacture, transport, process, storage, treatment or disposal of chemicals or any wastes or materials that are classified by federal, State or local laws as hazardous or toxic substances, or (ii) for any industrial, manufacturing or landfilling use or for any chemical production.

(d) The Town will promptly notify the Lender of any change in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Mortgaged Property or used in connection therewith. The Town will promptly send to the Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property.

ARTICLE VIII
INDEMNIFICATION

To the extent permitted by law, the Town will indemnify, protect and save

- (a) the LGC and its members and employees, and
- (b) the Lender and its officers, directors, agents and employees,

in all cases harmless from all liability and losses, including expenses and legal fees, expenses and costs, arising out of, connected with, or resulting directly or indirectly

(A) from the condition or use of the Mortgaged Property or the transactions contemplated by this Contract; or

(B) as a result of any warranty or representation made by the Town in Section 7.2 being false or untrue in any material respect, or any requirement under any

law or regulation which requires the elimination or removal of any hazardous materials, substances, wastes or other environmentally regulated substances by the Lender, the Town or any transferee or assignee of the Town or the Lender.

The Town has no obligation to indemnify any indemnified party for the gross negligence or intentional misconduct of the indemnified party or any of its employees or representatives. The Town's obligation to provide indemnification under this Article continues even after the payment in full of all the Town's obligations under this Contract. The parties intend that the LGC is a third-party beneficiary of the Town's obligations under this Article VII.

ARTICLE IX
DISCLAIMER OF WARRANTIES

The Town acknowledges as follows:

- (a) that the Lender has not designed the Pledged Facilities;
- (b) that the Lender has not supplied any plans or specifications with respect to the Pledged Facilities;
- (c) that the Lender is not a manufacturer of, nor a dealer in, any of the component parts of the Pledged Facilities or similar facilities;
- (d) that the Lender has not made any recommendation, given any advice nor taken any other action with respect to (i) the choice of any supplier, vendor or designer of, or any other contractor with respect to, the Pledged Facilities or any component part thereof or any property or rights relating thereto, or (ii) any action taken or to be taken with respect to the Pledged Facilities or any component part thereof or any property or rights relating thereto at any stage of the construction thereof;
- (e) that the Lender has not at any time had physical possession of the Pledged Facilities or any component part thereof or made any inspection thereof or any property or rights relating thereto;

(f) that the Lender has not made any warranty or other representation, express or implied, that the Pledged Facilities or any component part thereof or any property or rights relating thereto (i) will not result in or cause injury or damage to persons or property, (ii) has been or will be properly designed, or will accomplish the results which the Town intends therefor, or (iii) is safe in any manner or respect.

THE LENDER MAKES NO EXPRESS OR IMPLIED WARRANTY OR REPRESENTATION OF ANY KIND WHATSOEVER WITH RESPECT TO THE MORTGAGED PROPERTY OR THE PLEDGED FACILITIES OR ANY COMPONENT PART THEREOF, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE MERCHANTABILITY OR THE FITNESS OR SUITABILITY THEREOF FOR ANY PURPOSE, and further including the design or condition thereof; the safety, workmanship, quality or capacity thereof; compliance thereof with the requirements of any law, rule, specification or contract pertaining thereto; any latent defect; the ability of the Pledged Facilities to perform any function; that the Amount Advanced will be sufficient to refinance all of the Prior Obligations; or any other characteristic of the Pledged Facilities; it being agreed that the Town is to bear all risks relating to the Pledged Facilities, the completion thereof or the transactions contemplated by this Contract or by the Deed of Trust, and the Town waives the benefits of any and all implied warranties and representations of the Lender.

The provisions of this Article will survive the Contract's termination.

ARTICLE X
DEFAULT AND REMEDIES

10.1. Events of Default. An "Event of Default" is any of the following:

- (a) The Town fails to make any Installment Payment when due.
- (b) The occurrence of an Event of Nonappropriation.

(c) The Town breaches or fails to perform or observe any term, condition or covenant of this Contract or the Deed of Trust on its part to be observed or performed, other than as referred to in subsections (a) or (b) above, including payment of any Additional Payment, for a period of 90 days after written notice specifying

such failure and requesting that it be remedied has been given to the Town (by any person or entity), unless the Lender agrees in writing to an extension of such time prior to its expiration; provided, however, that if the failure stated in the notice cannot reasonably be corrected within the applicable period and the Town institutes corrective action within the applicable period, no Event of Default will be deemed to have occurred so long as the Town diligently pursues the corrective action.

(d) Proceedings under any bankruptcy, insolvency, reorganization or similar law are instituted by or against the Town as a debtor, or a receiver, custodian or similar officer is appointed for the Town or any of its property.

(e) Any lien, charge or encumbrance (other than Permitted Encumbrances) prior to or affecting the validity of the Deed of Trust is found to exist, or proceedings are instituted to enforce any lien, charge or encumbrance against the Mortgaged Property and such lien, charge or encumbrance would be prior to the lien of the Deed of Trust.

10.2. Remedies on Default. Upon the occurrence and during the continuation of any Event of Default, the Lender may, without any further demand or notice, exercise any one or more of the following remedies:

(a) Declare the unpaid principal components of the Installment Payments, and the accrued interest thereon, immediately due and payable;

(b) Proceed by appropriate court action to enforce performance by the Town of the applicable covenants of this Contract or the Deed of Trust or to recover for the breach thereof; and

(c) Avail itself of all available remedies under the Deed of Trust, including foreclosure on the Mortgaged Property and recovery of legal fees and other expenses, and of all other remedies available at law or in equity.

The Lender's exercise of remedies is subject to the limitations set forth in Article IV.

10.3. No Remedy Exclusive; Delay Not Waiver. All remedies under this Contract are cumulative and may be exercised concurrently or separately. The exer-

cise of any one remedy will not be deemed an election of such remedy or preclude the exercise of any other remedy. If any Event of Default occurs and is thereafter waived, that waiver will be limited to the particular breach so waived and will not be deemed a waiver of any other breach under this Contract.

ARTICLE XI
ASSIGNMENTS

11.1. Town's Assignments. The Town may not sell or assign any interest in this Contract without the Lender's prior written consent.

11.2. Lender's Assignment. The Lender may, at any time and from time to time, assign all or any part of its interest in the Mortgaged Property or this Contract, including, without limitation, the Lender's rights to receive Installment Payments. Any assignment made by the Lender or any subsequent assignee must not purport to convey any greater interest or rights than those held by the Lender pursuant to this Contract.

The Town agrees that this Contract may become part of a pool of obligations at the Lender's or its assignee's option. The Lender or its assignees may assign or reassign all or any part of this Contract, including the assignment or reassignment of any partial interest through the use of certificates evidencing participation interests in this Contract. Any assignment by the Lender may be only to a bank, insurance company, or similar financial institution or any other entity approved by the LGC. Notwithstanding the foregoing, no assignment or reassignment of the Lender's interest in the Mortgaged Property or this Contract will be effective unless and until the Town receives a duplicate original counterpart of the document by which such assignment or reassignment is made disclosing the name and address of each such assignee.

The Town further agrees that the Lender's interest in this Contract may be assigned in whole or in part upon terms which provide in effect that the assignor or assignee will act as a collection and paying agent for any holders of certificates of participation in this Contract, provided (a) the Town receives a copy of the agency contract, and (b) the collection and paying agent agrees to maintain for the full remaining term of this Contract a written record of each assignment and reassignment of the certificates of participation. Notwithstanding any of the foregoing, in no event will the

Town ever be required to make Installment Payments to more than one person or entity on any payment date.

The Lender covenants that any disclosure document circulated by it or an assignee in connection with the sale of the Lender's rights under this Contract will contain a statement to the effect that the Town has not reviewed and is not responsible for the disclosure document. The Lender covenants to defend, indemnify and hold harmless the Town and its officers, employees and agents against any and losses, claims, damages or liabilities, joint or several, including fees and expenses incurred in connection therewith, to which such indemnified party may become subject on account of any statement included in a disclosure document, or that fails to be included in a disclosure document, unless the Town has expressly approved the use of such disclosure document.

The Town agrees to execute any document reasonably required in connection with any assignment. Any assignor must provide notice of any assignment to the Town, and the Town will keep a complete and accurate record of all assignments as required by the Code. After the giving of any notice, the Town will thereafter make all payments in accordance with the notice to the assignee named therein and will, if so requested, acknowledge the assignment in writing, but the acknowledgment will in no way be deemed necessary to make the assignment effective.

ARTICLE XII
ADDITIONAL PROVISIONS

12.1. Notices.

(a) Any communication provided for in this Contract must be in English and must be in writing. "Writing" includes facsimile transmission and electronic mail.

(b) For the purposes of this Contract, any communication sent by facsimile transmission or electronic mail will be deemed to have been given on the date the communication is similarly acknowledged by a Town Representative (in the case of the Town) or other authorized representative (in the case of any other party). No such communication will be deemed given or effective without such an acknowledgment.

(c) Any other communication under this Contract will be deemed given on the delivery date shown on a United States Postal Service certified mail receipt, or a delivery receipt (or similar evidence) from a national commercial package delivery service, if addressed as follows:

(i) if to the Town, to Town of Waynesville – Town Manager, Re: Notice under 2022 Financing Documents, 16 South Main Street, Waynesville, North Carolina 28786

(ii) if to the Lender, to JP Morgan Chase Bank, N.A., 4350 Congress Street, Floor 02, Charlotte, NC 28209-4865, Attention Jeremy Fisher

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(d) Any addressee may designate additional or different addresses for communications by notice given under this Section to each of the others.

(e) Whenever this Contract requires the giving of a notice, the person entitled to receive the notice may waive the notice, in writing. The giving or receipt of the notice will then not be a condition to the validity of any action taken in reliance upon the waiver.

12.2. Non-Business Days. If the date for making any payment or the last day for performance of any act or the exercising of any right is not a Business Day, that payment may be made or act performed or right exercised on or before the next succeeding Business Day. For this Contract and the Deed of Trust, a “Business Day” is any day on which banks in the State are not by law authorized or required to remain closed.

12.3. Governing Law. The parties intend that North Carolina law will govern this Contract and all matters of its interpretation. To the extent permitted by law, the parties agree that any action brought with respect to this Contract must be brought in the North Carolina General Court of Justice in Town of Waynesville, North Carolina.

12.4. Severability. If any provision of this Contract is determined to be unenforceable, that will not affect any other provision of this Contract.

12.5. Amendments. This Contract may not be modified or amended unless the amendment is in writing and signed by the Town and the Lender and approved by the LGC.

12.6. Binding Effect. Subject to the specific provisions of this Contract, this Contract will be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns.

12.7. Third-Party Beneficiaries. The Deed of Trust Trustee and the LGC are the only parties intended as third-party beneficiaries of this Contract.

12.8. Time. Time is of the essence of this Contract and each and all of its provisions.

12.9. Limitation on Liability of Officers and Agents. No officer, agent or employee of the Town, of the LGC or the Lender will be subject to any personal liability or accountability because of the execution of this Contract or any other documents related to the transactions contemplated by this Contract. Those officers, agents or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This Section will not relieve any officer, agent or employee from the performance of any official duty provided by law.

12.10. Counterparts. This Contract may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

12.11. Definitions. Unless the context clearly requires otherwise, capitalized terms used in this Contract and not otherwise defined have the meanings set forth in Exhibit A.

12.12. Entire Agreement. This Contract, together with the Deed of Trust, constitutes the Town's entire agreement with the Lender with respect to its general subject matter.

[The remainder of this page has been left blank intentionally.]

IN WITNESS WHEREOF, the Town and the Lender have caused this instrument to be executed as of the day and year first above written by duly authorized officers.

ATTEST: (SEAL)

**TOWN OF WAYNESVILLE,
NORTH CAROLINA**

Eddie Ward
Town Clerk

By: _____
Rob Hites
Town Manager

JPMORGAN CHASE BANK, N.A.

By: _____

Printed name: _____

Title: _____

This contract has been approved under the provisions of Article 8, Chapter 159 of the General Statutes of North Carolina.

Sharon G. Edmundson
Secretary, North Carolina
Local Government Commission

By _____
[Sharon G. Edmundson
Or Designated Assistant]

[Installment Financing Contract dated as of April 12, 2022]

Exhibits -
A - Definitions
B - Payment schedule

C – Project components

EXHIBIT A – Definitions

For all purposes of this Contract, unless the context requires otherwise, the following terms have the following meanings:

“Additional Payments” means any amounts payable by the Town as a result of its obligations under this Contract or the Deed of Trust (other than the Town’s obligation to pay Installment Payments). This includes any of the Lender’s expenses (including attorneys’ fees) in prosecuting or defending any action or proceeding in connection with this Contract and any taxes or any other expenses, including, but not limited to, the Lender’s administrative or legal costs, licenses, permits, state and local sales and use or ownership taxes or property taxes that the Lender is required to pay as a result of this Contract (together with interest that may accrue on any of the above if the Town fails to pay the same, as set forth in this Contract).

"Amount Advanced" has the meaning assigned in Article I.

"Closing Date" means the date on which this Contract is first executed and delivered by the parties, which the parties expect to be on or about April 12, 2022.

"Code" means the Internal Revenue Code of 1986, as amended, including regulations, rulings and revenue procedures promulgated thereunder or under the Internal Revenue Code of 1954, as amended, as applicable to the Town's obligations under this Contract. Reference to any specific Code provision will be deemed to include any successor provisions thereto.

"Contract Payments" means Installment Payments and Additional Payments.

"Deed of Trust" means the Deed of Trust and Security Agreement, dated as of April 12, 2022, from the Town to a deed of trust trustee for the benefit of the Lender and its assigns, as it may be duly amended or supplemented.

“Default Rate” means a rate of interest equal to the interest rate then applicable to this the Amount Advanced under this Contract, as in effect at the time, plus 4.00% (400 basis points) per annum.

"Event of Default" means one or more events of default as defined in Section 9.1.

"Event of Nonappropriation" means a failure or refusal by the Town Board to include funds for Contract Payments in the Town's budget for any Fiscal Year, or any reduction or elimination of an appropriation for Contract Payments, all as further described in Section 2.6.

"Fiscal Year" means the Town's fiscal year beginning July 1, or such other fiscal year as the Town may later lawfully establish, and also includes the period between the Closing Date and June 30, 2022.

"Installment Payments" means the payments payable by the Town pursuant to Section 2.1. The payments to repay the First Advance and the Second Advance are all Installment Payments.

"LGC" means the North Carolina Local Government Commission, or any successor to its functions.

"Mortgaged Property" has the meaning assigned in the Deed of Trust, and generally includes the Pledged Site and the Pledged Facilities.

"Net Proceeds" means all payments and proceeds derived from claims made on account of insurance coverages required under this Contract, any condemnation award arising out of the condemnation of all or any portion of the Mortgaged Property, proceeds of title insurance related to the Mortgaged Property, or any sale of the Facilities, or any amounts received in lieu or in settlement of any of the foregoing, in any case reduced by the sum of all amounts expended by the Town, the Company or the Trustee (including legal fees and costs) (i) to collect the gross proceeds or (ii) to remedy the event giving rise to the proceeds, all of which amounts will be paid or reimbursed from the gross proceeds.

"Permitted Encumbrances" means, as of any particular time, (a) the encumbrances on the Town's title to the Mortgaged Property ~~that are stated on Exhibit B to the Deed existing as of Trust~~ the Closing Date, except that the Deed of Trust related to the Pledged Site and recorded on August 9, _____, 2012 ~~and referenced on that Exhibit B~~ will cease to be a permitted encumbrance 30 days after the Closing

Date, (b) liens for taxes and assessments not then delinquent, or liens which may remain unpaid pursuant to Section 3.8, (c) the Deed of Trust, (d) any lien or encumbrance which is made by its terms expressly subordinate to the lien of the Deed of Trust, and (e) easements and rights-of-way granted by the Town pursuant to Section 1-6(e) of the Deed of Trust.

"Pledged Facilities" has the meaning ascribed to that term in the Deed of Trust, and generally includes the Town's public works facility ~~or~~ located at 129 Legion Drive in Waynesville.

"Pledged Site" has the meaning ascribed to that term in the Deed of Trust, and generally includes the real property upon which the Pledged Facilities are located.

"State" means the State of North Carolina.

"Town Board" means the Town's Board of Aldermen, or any successor to its functions, as from time to time constituted.

"Town Representative" means the Town Manager, Town finance officer or any other person or persons at the time designated, by a written certificate furnished to the Lender and signed on the Town's behalf by the Town Manager or the Town's Mayor, to act on the Town's behalf for the purpose of performing any act (or any specified act) under this Contract.

All references in this Contract to designated "Sections" and other subdivisions are to the designated sections and other subdivisions of this Contract. The words "hereof" and "hereunder" and other words of similar import refer to this Contract as a whole and not to any particular Section or other subdivision unless the context indicates otherwise. Words importing the singular number will include the plural number and vice versa. The use of the term "including" should be understood to mean "including, but not limited to." For any referenced interest rate for which a convention is not otherwise prescribed, that interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

EXHIBIT B – Schedule of Installment Payments

Principal is payable in the amounts and on the dates as shown below, subject to prepayment as provided in this Contract. Interest is payable on each April 1 and October 1, beginning ~~April~~October 1, 2022.

Each portion of the Amount Advanced will bear interest from the Closing Date until paid. Interest is calculated at the annual ~~rate of 1.41%~~rates shown below, subject to adjustment as provided in this Contract. Interest in each case will be calculated based on a 360-day year consisting of twelve 30-day months. The ~~schedules~~schedules below ~~shows~~show the expected interest payment amounts.

First Advance – annual interest rate of 2.00%. Total amount financed is \$_____.

Payment Date	Principal	Interest	Total
[To come] <u>10/1/2022</u>			
<u>[To come]</u>			

Second Advance – annual interest rate of 2.01%. Total amount financed is \$_____.

<u>Payment Date</u>	<u>Principal</u>	<u>Interest</u>	<u>Total</u>
<u>10/1/2022</u>			
<u>[To come]</u>			

EXHIBIT C – Project Components

Borrow \$400,000 for a fire station site

Borrow \$428,000 for a tanker truck

Borrow [\$867,000] to refinance an existing loan for a public works facility

Borrow \$_____ to pay financing costs. Of these costs, \$_____ are allocable to the refinancing, and \$_____ to the other loan components.

**Resolution R-01-22 Providing Final Approval for Installment
Financing up to \$1,900,000 – Finance Property Acquisition for a
Fire Station Site and a Tanker Truck, and Refinance an Existing
Loan**

Introduction --

The Town of Waynesville has previously determined to carry out a plan (the “Project”) to acquire the site of a new fire station, to purchase a new tanker truck and to refinance the existing loan for the Town’s public works facility.

The Town has also determined to finance Project costs through an installment financing, as authorized under Section 160A-20 of the General Statutes. In an installment financing, the Town’s repayment obligation is secured by a mortgage-type interest in all or part of the property being financed, but not by any pledge of the Town’s taxing power or any specific revenue stream. In this case, the existing public works facility will serve as the collateral.

The Town has solicited competitive proposals from banks and other financial institutions to provide the desired financing, and JPMorgan Chase Bank, N.A. (the “Lender”) has submitted the best proposal.

The Town’s Finance Officer has made available to this Board the draft agreements listed on Exhibit A (the "Agreements"), which relate to the Town's carrying out the financing plan.

In this resolution, the Board formally approves financing terms, approves substantially final documents, and authorizes Town representatives to complete the financing.

**The Board of Aldermen of the Town of Waynesville, North Carolina,
RESOLVES as follows:**

1. Determination To Proceed with Financing – The Town confirms its plans to undertake the Project. The Town will carry out the Project with financing from the Lender substantially in accordance with a financing proposal from the Lender dated March 3, 2022.

Under the financing plan, the Lender will make funds available to the Town for use on Project costs. The Town will repay the amount advanced, with interest, over time. The Town will grant to the Lender a mortgage-type interest in the existing public works facility (and its associated real property) to secure the Town's repayment obligation.

2. Approval of Agreements; Direction To Execute Agreements -- The Board approves the forms of the Agreements submitted to this meeting. The Board authorizes the Board's Mayor and the Town Manager, or either of them, to execute and deliver the Agreements in their final forms. The Agreements in their respective final forms must be in substantially the forms presented, with such changes as the Mayor or the Town Manager may approve. The execution and delivery of any Agreement by an authorized Town officer will be conclusive evidence of that officer's approval of any changes.

The Agreements in final form, however, must be consistent with the financing plan described in this resolution and must provide (a) for the total amount financed by the Town not to exceed \$1,900,000, (b) for ~~an~~ annual interest rate or rates on the amount financed not to exceed 2.01% (in the absence of default, or a change in tax status, as described in the draft Agreements), and (c) for a financing term ~~not to extend beyond December 31, 2037~~ or terms not to extend beyond December 31, 2037. For the amount that the Town is financing to refinance existing Town obligations, the term of the refinancing loan must not extend beyond the fiscal year in which the Town's final payment is due under the terms of the existing loan.

3. Officers To Complete Closing – The Board authorizes the Town Manager, the Finance Officer and all other Town officers and employees to take all proper steps to complete the financing in cooperation with the Lender and in accordance with this resolution.

The Board authorizes the Town Manager to hold executed copies of all financing documents authorized or permitted by this resolution in escrow on the Town's behalf

until the conditions for their delivery have been completed to that officer's satisfaction, and then to release the executed copies of the documents for delivery to the appropriate persons or organizations.

Without limiting the generality of the foregoing, the Board authorizes the Town Manager to approve changes to any documents previously signed by Town officers or employees, provided that the changes do not conflict with this resolution or substantially alter the intent from that expressed in the form originally signed. The Town Manager's authorization of the release of any document for delivery will constitute conclusive evidence of that officer's approval of any changes.

In addition, the Board authorizes the Town Manager and the Finance Officer to take all appropriate steps for the efficient and convenient carrying out of the Town's on-going responsibilities with respect to the financing of the Project. This authorization includes, without limitation, contracting with third parties for reports and calculations that may be required under this resolution or otherwise with respect to the financing, and making appropriate payments prior to the loan closing for costs related to the financing and the Project.

4. Resolutions as to Tax Matters -- The Town will not take or omit to take any action the taking or omission of which will cause its obligations to pay principal and interest (the "Obligations") under the Agreements to be "arbitrage bonds," within the meaning of Section 148 of the "Code" (as defined below), or "private activity bonds" within the meaning of Code Section 141, or otherwise cause interest components of the installment payments to be includable in gross income for federal income tax purposes. Without limiting the generality of the foregoing, the Town will comply with any Code provision that may require the Town at any time to pay to the United States any part of the earnings derived from the investment of the financing proceeds. In this resolution, "Code" means the United States Internal Revenue Code of 1986, as amended, and includes applicable Treasury regulations.

5. Obligations are "Bank-Qualified" - The Town designates its payment Obligations as "qualified tax-exempt obligations" for the purpose of Code Section 265(b)(3), which provides certain tax advantages for financial institutions providing financing to the Town.

6. **Additional Provisions** -- The Board authorizes all Town officers and employees to take all further action as they may consider necessary or desirable in furtherance of the purposes of this resolution. The Board ratifies all prior actions of Town officers and employees to this end. Upon the absence, unavailability or refusal to act of the Town Manager, the Mayor or the Finance Officer, any other of those officers may assume any responsibility or carry out any function assigned in this resolution. The Board authorizes the Clerk to apply the Town's seal, and to attest to the seal, on any document related to the purposes of this resolution. The Mayor Pro Tem or any Deputy or Assistant Town Clerk may in any event assume any responsibility or carry out any function assigned to the Mayor or the Clerk, respectively, in this resolution. All other Board proceedings, or parts thereof, in conflict with this resolution are repealed, to the extent of the conflict. This resolution takes effect immediately.

Exhibit A -- Draft Agreements

(a) A draft dated _____, [March 17](#), 2022, of an Installment Financing Contract to be dated on or about April 12, 2022 (the "Financing Contract"), between the Town and the Lender. The Financing Contract provides for the advance of funds to the Town for the Town's use on the project, sets out the Town's repayment obligation, and sets out the Town's obligations regarding care for the collateral and other matters.

(b) A draft dated _____, [March 17](#), 2022, of a Deed of Trust and Security Agreement to be dated on or about April 12, 2022 from the Town to a deed of trust trustee for the Lender's benefit. The Deed of Trust provides for a security interest in the public works facility and its associated real property to the Lender to secure the Town's repayment obligation.

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Designate an additional 100' x 100' section for Veteran Memorial Plot-Veterans Memorial Plot IV.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Asset Services
Contact: Julie Grasty
Presenter: Julie Grasty

BRIEF SUMMARY

The Cemetery Committee at its February 8, 2022 meeting voted unanimously to ask the Board of Aldermen to designate an additional 100' x 100' section approximately 250 gravesites to the Veterans Memorial Section of Green Hill Cemetery. Previous Board of Aldermen have designated this section to honor the memory of those men and women who have served in the armed forces of our country.

MOTION FOR CONSIDERATION:

To approve/disapprove the designation of an additional 100' x 100' section for the Veterans Memorial Plot-Veterans Memorial Plot IV as presented.

FUNDING SOURCE/IMPACT:

None

Misty Hagood, Finance Director

Date

ATTACHMENTS:

- Minutes from the Board of Aldermen meeting dated October 9, 1947
- Resolution No. 15-85
- Minutes from the Board of Aldermen meeting dated October 8, 1985
- Minutes from the February 8, 2022 Cemetery Committee meeting
- Resolution No. 02-22

MANAGER'S COMMENTS AND RECOMMENDATIONS

RESOLUTION # R-02-22

A RESOLUTION DESIGNATING VETRANS' MEMORIAL PLOT IV

WHEREAS, the Town of Waynesville Board of Aldermen has set aside a Veterans' Memorial Plot in 1947 and in 1985 to honor the memory of those men and women who have served in the armed forces of our county; and

WHEREAS, the Veterans' Memorial Plot IV has been used as a burial place, free of charge for any person who served in the armed forces and meets the Qualified Veteran Eligibility as set forth by the American Legion Haywood Post 47.

NOW THEREFORE, BE IT RESOLVED by the Board of Aldermen of the Town of Waynesville that:

1. A Veterans' Memorial Plot IV be set aside in the Shook Survey of Green Hill Cemetery. Said plot will be approximately 100' x 100'.
2. Development of the plot will be in coordination with the Public Services Department.
3. Arrangements for burial in said plot will be made by the American Legion Haywood Post 47.

Adopted this 22nd day of March 2022.

TOWN OF WAYNESVILLE

Gary Caldwell
Mayor

ATTEST:

Eddie Ward
Town Clerk

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Approve the addition of Sec. 18-9 Veterans Memorial Section Regulations and Sec. 18-20 Placing Articles on lots generally to the Cemetery Ordinance.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Asset Services
Contact: Julie Grasty
Presenter: **Julie Grasty**

BRIEF SUMMARY

MOTION FOR CONSIDERATION:

To approve/disapprove the addition of Sec. 18-9 Veterans Memorial Section Regulations and Sec. 18-20 Placing Articles on lots generally to the Cemetery Ordinance as presented.

FUNDING SOURCE/IMPACT:

None

Misty Hagood, Finance Director

Date

ATTACHMENTS:

- **Sec. 18-9 Veterans Memorial Section Regulations**
- **Sec. 18-20 Placing Articles on lots generally**
- **Minutes from the July 20, 2021 Cemetery Committee Meeting**

MANAGER'S COMMENTS AND RECOMMENDATIONS

SEC. 18-9.Veterans Memorial Section Regulations

A burial plot is provided at Green Hill Cemetery Veterans Section for eligible Haywood County Qualified Veterans under certain conditions. This Memorial area is to honor our Veterans of Haywood County who gave so much to maintain our Freedom. The Memorial area is provided by the Town of Waynesville, The American Legion Haywood Post 47 and is maintained by the Town of Waynesville.

Qualified Veteran Eligibility:

1. A qualified Veteran is any former member of the U.S. Armed Forces whose service on active duty was terminated under honorable conditions.
2. Legal resident of Haywood County:
 - At the time of death
 - Lived in Haywood County for at least 10 years
 - Resident at the time the Veteran entered the U.S. Armed Forces

Proof of Eligibility:

1. It is the responsibility of the Veteran, his or her survivors or legal representative to furnish any evidence necessary to establish the eligibility of the Veteran before the internment.
2. The DD Form 214 is used to verify honorable military service. Other forms of proof may be acceptable such as:
 - Verification of residence at the time of entry into military service as documented on DD Form 214.
 - Residence at the time of death and 10-year residency can be verified by tax records, voter registration, personal income or property tax forms and other official records from U.S. government, state, or municipal agencies.

GRAVE SITE REGULATIONS

Flag poles are constructed on the Veteran's Memorial Section, each containing the American Flag and POW/MIA Flag. These are placed to honor all Veterans in internment.

During the mowing season and during routine maintenance, conditions may require the removal of all floral items at any time. Flowers will be removed when they become unsightly or when it becomes necessary to facilitate Cemetery operations such as mowing.

- Fresh cut flowers may be placed on graves at any time in **approved** flower containers.
- Floral items will be removed from graves as soon as they dry, fade, or become unsightly.

- During the period of **November 1 through March 1** (depending on the mowing seasons beginning and end) artificial flowers may be placed on graves. If you desire to keep your artificial flower arrangement, they must be removed before **March 1** of each year.
- Permanent plantings are not permitted on graves at any time. Potted plants will be permitted on graves only 14 days before and 14 days after Easter Sunday and Memorial Day.
- Christmas wreaths or grave blankets are permitted on graves during the Christmas Season (December 1-31) and will be removed no later than January 15 each year. Grave blankets may not exceed 3 x 5 feet. All graves may be decorated by Wreaths of America with a Christmas Wreath in December of each year.
- Statues, vigil lights (of any kind), breakable objects of any nature and similar commemorative items are not permitted on graves at any time.
- Floral items or any other type of decoration may not be secured to the grave marker at any time.
- Permanent flower containers are not permitted.
- All graves may be decorated by the American Legion with small American Flags during Memorial Day and Veterans Day. These Flags will be removed within 5 days after the holiday.

No additions or deletions may be made to the Veterans Memorial Section Regulations without the full approval of the American Legion Haywood Post 47.

Sec. 18-20. Placing articles on lots generally.

It shall be unlawful for any person to place any item/article without authorization of law or consent of the surviving spouse or next of kin of the deceased. With the exception of military honor such as Memorial Day, Veterans Day, Sons of the Confederacy, Wreaths Across America etc.

MINUTES OF THE TOWN OF WAYNESVILLE CEMETERY COMMISSION
REGULAR MEETING
July 20, 2021

THE WAYNESVILLE CEMETERY COMMISSION held its regular meeting on Tuesday July 20, 2021, at 2:00 p.m. in the training room of the Public Services Building, 129 Legion Drive, Waynesville, NC.

A. CALL TO ORDER

Chairman Edwin Fish called the meeting to order at 2:00 p.m. with the following members present:

Edwin Fish
William Revis
James Burke
Warren Putnam
Elizabeth Atkinson
Roy Pressley

The following staff members were present:

Asset Services Manager Julie Grasty
Land Use Administrator Byron Hickox

1. Adoption of Minutes

A motion was made by Commission Member James Burke, seconded by Commission member Roy Pressley, to approve the minutes of the April 20th, 2021 work session as presented. The motion passed unanimously.

2. Public Comment

No public Comment

3. Cemetery Update:

Asset Services Manager Julie Grasty updated the Committee on Staffing issues, handrail replacement throughout the Cemetery, Signage for Green Hill and Dix Hill and the potential for new Cemetery Software.

4. Request for Historical Tour of Green Hill-Historic Preservation Commission

Land Use Administrator Byron Hickox attended the meeting on behalf of Historic Preservation Commission for approval of the annual Green Hill Cemetery Tour. Mr. Hickox stated this would be the 5th year of the tour, members will be dressed in clothing of the period of the person they are portraying, and everyone will stay in the road or walk-way. Attendees will either walk or be shuttled from the American Legion Parking Lot.

A motion was made by Commission Member Warren Putnam, seconded by Commission member James Burke, to approve the Historic Preservation Commission 's tour of the Green Hill Cemetery on Saturday, October 9, 2021 with Saturday October 16, 2021 reserved for inclement weather. The motion passed unanimously.

5. Discussion-20-Year Plan

- a. Commission Member Bill Revis provided the Committee with his 20-Year Plan list . It was the consensus of the Committee that this was a good place to start, and this list should be prioritized.
- b. There was much discussion about the Veterans Section and the need for additional designated spaces for Veterans. The Committee will go before the Board in the near future to request additional spaces and to include the Veterans Section Rules and Regulations to the Cemetery Ordinance. Chairman Edwin Fish asked the Committee's thought on adding this section to the Ordinance and it was the consensus of the Committee to ask the Board to include it in the Ordinance.

A motion was made by Commission Member Roy Pressley to rewrite Sec. 18-9 to include the Rules and Regulations for the Veterans Section, seconded by Warren Putnam. The motion passed unanimously.

Asset Services Manager Julie Grasty explained that the changes would have to be approved by the Board of Alderman and that maybe the Committee would go before the Board only one time to request additional spaces and changes to the Ordinance.

- c. There was much discussion of placing articles on graves without permission. Commission Member James Burke asked if it was considered trespassing to place items on someone's grave without permission. There was discussion about placement of flags of Veteran's graves along with wreaths at Christmas.

A motion was made by Commission Member James Burke seconded by Bill Revis to instruct staff to work with the Town Attorney to rewrite Sec. 18-20 to include "It shall be unlawful for any person to place any personal property on any lot, space or columbarium niche without permission."

- d. There was much discussion about forming sub-committees to work on the 20-year plan. The following two sub-committees were formed:

Infrastructure Sub-Committee-Bill Revis, James Burke & Elizabeth Atkinson

Veterans Sub-Committee-Warren Putnam, Roy Pressley & Edwin Fish

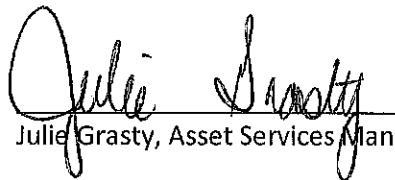
E. Other Business

The next meeting is scheduled for October 19th, 2021 at 2:00 pm.

F. Adjourn

With no further business, a motion was made by Commission Member Warren Putnam seconded by Commission Member James Burke, to adjourn the meeting at 3:54 pm. The motion carried unanimously.

ATTEST:


Julie Grasty, Asset Services Manager


Edwin Fish, Chairman

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: 3/22/22

SUBJECT Open Burning Ordinance

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Fire
Contact: Rob Hites
Presenter: **Joey Webb**

BRIEF SUMMARY:

During the fall several citizens requested that the Town regulate the burning of trees and brush in the construction area of the Waynesville Country Club. The Board had also received complaints from residents of neighbors burning leaves and limbs in their yards. It was discovered that the Town did not have open burning regulations in its code of ordinances and depended on the State Forest Service to regulate that service in accordance with their regulations. The company that was carrying out the burning had applied for and received an open burning permit from the Forest Service and were not in violation of their permit. There was no regulation to govern the burning of leaves and limbs in residents' yards. The Board requested that the staff study municipal regulation of open burning and bring an ordinance that would provide the Town with authority to regulate open burning.

We discovered that most of our neighboring towns either did not regulate open burning or simply stated "Open Burning Prohibited Except by Permit from the Fire Department". No criteria were given for the Fire Department to use in determining if a permit should be granted.

We found that the City of Concord and Shelby had developed open burning ordinances that stipulated what types and under what conditions open burning would be permitted. They provided guidance for the Fire Department to use in regulating the practice. The Fire Chief also reviewed the ordinance with the NC Forest Service. The ordinance that will be presented by Chief Webb prohibits open burning within the Town limits except as follows:

- Training Fires
- Open Fires for cooking, heating or religious and ceremonial events
- Bonfires, public or private (size, type and materials permitted to be burned are included)
- Emergency circumstances where a natural disaster has created such as pile of debris that it is impractical to haul it off.
- Land clearing on large undeveloped tract in circumstances where it is impractical to haul it off. This would be limited to areas that are significantly rural, or undeveloped and where it is determined that such an activity will not endanger life, property or pose and undue nuisance.

MOTION FOR CONSIDERATION:

Approve proposed ordinance

FUNDING SOURCE/IMPACT:

None

ATTACHMENTS:

Proposed Ordinance

MANAGER'S COMMENTS AND RECOMMENDATIONS :

This issue is another example of Waynesville's transition from a predominantly rural community to one with higher residential density and population. Activities that were considered "normal" in past years are now frowned upon by many residents. The ordinance attempts to establish a "moderate" approach to open burning where many previous practices of burning leaves, limbs and garbage in the Town are no longer permitted but certain types of fire are permitted by the Fire Department.

ORDINANCE # O-08-22

AN ORDINANCE AMENDING CHAPTER 30 ADDING SECTION 6 OF THE TOWN OF WAYNESVILLE CODE OF ORDINANCES.

WHEREAS, the Town of Waynesville is experiencing considerable growth in both population and development; and

WHEREAS, the increase in development and housing density requires the Board of Aldermen to review the regulation of "Open Burning" to determine if the provisions of Chapter 30 need to be clarified and strengthened: and

WHEREAS, after receiving citizen input through public comment.

BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE TOWN OF WAYNESVILLE THAT SECTION 6 " OPEN BURNING" BE ADDED TO CHAPTER 30 FIRE PREVENTION AND PROTECTION.

(a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Open burning means the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a chimney, or a permitted air pollution control device.

Pile means a quantity of objects or materials stacked or thrown together in a heap, three feet or less in diameter and two feet or less in height.

Stack means a usually conical shaped pile of debris or material, three feet or less in diameter and two feet or less in height.

(b) *Prohibited acts.* No person shall ignite, cause to be ignited, permit to be ignited, allow or maintain, kindle or maintain within the corporate limits of the Town any open burning fire.

(c) *Exceptions.* Exceptions shall include only the following:

- (1) Training fires set for the purpose of instruction and training of public and industrial employees in the methods of firefighting. Prior to commencement of open burning, the fire department shall be notified. All open burning for this purpose shall meet the requirements of all state regulations.
- (2) Open fires for cooking, heating, religious and ceremonial fires shall be allowed when such fire is not composed, in whole or substantial part, of leaves or yard waste, and the location of such fire, and the items necessary for its containment, and provided that the emission of smoke and fumes do not irritate, annoy or constitute a nuisance to others. Such fires shall be conducted in accordance with the North Carolina Fire Prevention Code, be contained in a campfire pit meeting the requirements of pile and/or stack, confined within an enclosure from which burning material may not escape. Fuels for such fires must be naturally cut wood, charcoal, propane or natural gas; no construction materials or building materials shall be permitted.
- (3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:
 - a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
 - b. Facilities available for fire management.

- c. Atmospheric conditions. During periods of hazardous forest fire conditions or air pollution episodes.
- d. Type of material to be burnt must be naturally cut woody vegetation, wood, three inches in diameter or smaller; no construction materials or building materials.
- e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
- f. Any other consideration judged by the fire department to be required to ensure safe burning.
- g. Such fires shall be maintained in accordance with the North Carolina Fire Prevention Code.

Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.

- (4) On the sole discretion of the fire department when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as a tornado, hurricane or flood.
- (5) The Fire Marshal may approve open burning for the purpose of land clearing on large undeveloped tracts of land in circumstances where it is impractical for the debris to be hauled from the site. This provision shall be limited to areas in the corporate limits of the Town that are significantly rural, or undeveloped; and where it is determined that such activity will not endanger life, property, or pose an undue nuisance. The open burning shall be limited in scope to land clearing and debris removal. Before burning begins, a permit shall be obtained from the Fire Marshall.

(d) *Violations and enforcement.*

- (1) The Fire Marshall shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
- (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
- (3) All costs incurred by the Town for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
- (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 per day for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
- (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate offense as provided by G.S. 160A-175(g).

Town of Waynesville

Mayor Gary Caldwell

ATTEST:

Eddie Ward, Town Clerk

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22,2022

SUBJECT: Equipment Purchase

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Fire Department
Contact: Joey Webb, Fire Chief
Presenter: Joey Webb

BRIEF SUMMARY:


Waynesville Fire Department was a recipient of money dispersed through the Laurence Ross Testamentary Trust. Thirteen beneficiaries named in a Family Settlement Agreement approved by the court on December 14, 2017. The amount distributed to the fire department is \$14,739.13. The fire department would like to purchase some bullet proof vests and helmets for the fire vehicles for protection in response to escalated incidents. Also, to purchase a VIPER radio to be used by the Captain on Duty to assist in Landing Zone setup for Medical Aircraft communications. Cost of Vest, Helmets, and radio not to exceed the amount of the Trust Fund Money.

MOTION FOR CONSIDERATION:

Motion to approve purchase

FUNDING SOURCE/IMPACT:

Proceeds of funds from Trust Funds



Dean Trader, Assistant Finance Director

3/16/2022

Date

ATTACHMENTS:

None

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Dean Trader, Assistant Finance Director

3-16-2022

Ordinance No. 10

Amendment No. 18 to The 2021-2022 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2021-2022 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2021-2022 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Restricted Revenue

Misc Grants – Ross Trust WFD	103350-436129-4340	\$14,739.13
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Total General Fund revenue increase	\$14,739.13
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(The Waynesville Fire Department request the purchase of bullet proof vest, new ballistic helmets, and a new VIPER radio. These purchases are to be funded from the Ross Trust – WFD grants and donations deferred revenue account. The balance of the deferred revenue account Ross Trust = WFD is \$14,739.13 WFD request that the required additional funds be appropriated for the current FY 2021-2022 budget.)

Increase the following appropriations:

General Fund – Fire Department

Equipment – Ross Trust WFD	104340-545500-4340	\$14,739.13
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Total General Fund appropriation increase	\$14,739.13
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Adopted this 22nd day of March 2022.

Town of Waynesville

J. Gary Caldwell
Mayor

Attest:

Eddie Ward
Town Clerk

Approved As To Form:

Martha S. Bradley
Town Attorney

TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022

SUBJECT: Request a budget amendment to use SWAT Team Grant Funds for the 2021-2022 fiscal year to purchase new equipment for the SRT Team.

AGENDA INFORMATION:

Agenda Location: New Business
Item Number:
Department: Police Department
Contact: Brandon Gilmore, Assistant Police Chief
David Adams, Police Chief
Presenter: Misty Hagood, Finance Director

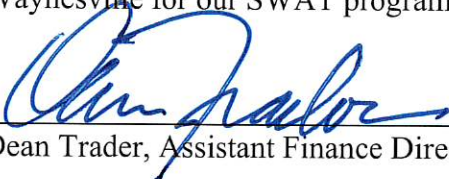
BRIEF SUMMARY:

The Town of Waynesville has a deferred revenue balance of \$26,849.03 from various grants received for the SWAT program of The Town of Waynesville. These generous grants were given to purchase equipment and training for the SRT Team and to continually improve the development of our SWAT program. The Police Department would like to use these available funds to purchase new SRT rifle mounted lights, ballistic helmets, adaptors for our Peltor headset communication system. The quotes for the SRT rifle mounted lights and the ballistic helmets are attached for your review.

MOTIONS FOR CONSIDERATION:

1. To approve the budget amendment increasing the amount available to purchase equipment for the SRT Team.

FUNDING SOURCE/IMPACT: This project will use grant funding received by The Town of Waynesville for our SWAT program to be allocated to the General Fund.



Dean Trader, Assistant Finance Director



Date

ATTACHMENTS: Quotes for SRT rifle mounted lights and ballistic helmets

- **Budget Amendment**

MANAGER'S COMMENTS AND RECOMMENDATIONS: Recommend approval



3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

SALES QUOTE	
SQ-373210	2/21/2022



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer	Contact	Ship To
TOWN OF WAYNESVILLE ATTN: ACCOUNTS PAYABLE ATTN: Lt Chris Chandler 9 S. MAIN ST WAYNESVILLE NC 28786 Tel: (828)456-5363 Fax: (828)456-2001		WAYNESVILLE POLICE DEPT LT CHRIS CHANDLER 9 S. MAIN STREET WAYNESVILLE NC 28786

Account	Terms	Due Date	Account Rep	Schedule Date
WAYNES	NET 30 Days	3/23/2022	Zachary Parke	2/21/2022

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-373210		SCHICK	FACTORY DIRECT	1	3/3/2022 9:31:40 AM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	STR69450	Streamlight 69450 Tlr Rm 2 System- Includes Remote Door Switch Remote Pressure Switch Mounting Clips Two Cr123A Lithium Batteries - Box - Black	12	\$135.39	EA		\$1,624.68
2	SH	SHIPPING/HANDLING	1	\$29.95	EA		\$29.95

<p>**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.</p> <p>**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.</p> <p>**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.</p> <p>**QUOTE IS GOOD FOR 30 DAYS.</p>	<p>Tax Details NCCTTY7.00 \$115.824</p> <p>Payment Details 01/01/00 No Payment History</p>	<p>Taxable \$1,654.63</p> <p>Total Tax \$115.82</p> <p>Exempt \$0.00</p> <p>Total \$1,770.45</p> <p>Balance \$1,770.45</p>
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3319 Anvil Place
Raleigh, NC 27603

800 Clanton Road Suite T
Charlotte, NC 28217

4961 Broad River Rd. Suite B
Columbia, SC 29212

SALES QUOTE	
SQ-372978	2/16/2022



REMIT TO: 3319 Anvil Place, Raleigh, NC 27603

Customer	Contact	Ship To
TOWN OF WAYNESVILLE ATTN: ACCOUNTS PAYABLE ATTN: Lt Chris Chandler 9 S. MAIN ST WAYNESVILLE NC 28786 Tel: (828)456-5363 Fax: (828)456-2001		WAYNESVILLE POLICE DEPT LT CHRIS CHANDLER 9 S. MAIN STREET WAYNESVILLE NC 28786

Account	Terms	Due Date	Account Rep	Schedule Date
WAYNES	NET 30 Days	3/18/2022	Zachary Parke	2/16/2022

Quotation	PO #	Reference	Ship VIA	Page	Printed
SQ-372978		SCHICK	FACTORY DIRECT	1	3/3/2022 9:24:23 AM

L	Item	Description	Qty	Price	UM	Discount	Amount
1	PAP1220976HCFD	Protech Tactical Helmet 1220976-HC-FD Delta 4 4-Bolt High-Cut Full Dress Team Wendy CamFit and Epic Air, Rails, NVG Shroud, Bungees and Velcro Kit QN: 22-QUO-003818	12	\$807.50	EA		\$9,690.00
2	SH	SHIPPING/HANDLING	1	\$74.95	EA		\$74.95

<p>**PLEASE VERIFY THAT THE PART NUMBERS AND DESCRIPTIONS ARE CORRECT BEFORE SUBMITTING YOUR ORDER.</p> <p>**RESTOCKING FEES MAY APPLY TO RETURNED ITEMS.</p> <p>**PRICES QUOTED ARE BASED ON PAYMENT BY CHECK OR CASH.</p> <p>**QUOTE IS GOOD FOR 30 DAYS.</p>	<p>Tax Details NCCTTY7.00 \$683.547</p> <p>Payment Details 01/01/00 No Payment History</p>	<p>Taxable \$9,764.95</p> <p>Total Tax \$683.55</p> <p>Exempt \$0.00</p> <p>Total \$10,448.50</p> <p>Balance \$10,448.50</p>
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Ordinance No. O-09-22

Amendment No. 17 to the 2021-2022 Budget Ordinance

WHEREAS, the Board of Aldermen of the Town of Waynesville, wishes to amend the 2021-2022 Budget Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Board of Aldermen of the Town of Waynesville that the 2021-2022 Budget Ordinance be amended as follows:

General Fund:

Increase the following revenues:

Restricted Revenue

Other Police Grants - SWAT	103350-434311-50015	\$13,070
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Total General Fund revenue increase	\$13,070
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(The Waynesville Police Department request the purchase of SRT rifle mounted lights, new ballistic helmets, and new adapters for the Peltor headset communication system. These purchases are to be funded from the SWAT Team grants and donations deferred revenue account. WPD request that the required additional funds be appropriated for the current FY 2021-2022 budget.)

Increase the following appropriations:

Miscellaneous Grants - Police

Equipment - SWAT	104315-545500-50015	\$13,070
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Total General Fund appropriation increase	\$13,070
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(The quotes received are for the cost budgeted for these equipment purchases and are attached for review with this budget amendment request.)

Adopted this 22nd day of March 2022.

Town of Waynesville

J. Gary Caldwell
Mayor

Attest:

Eddie Ward
Town Clerk

Approved As To Form:

Martha S. Bradley
Town Attorney

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT: Helping Hands of Haywood Second ARP Installment

AGENDA INFORMATION:

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

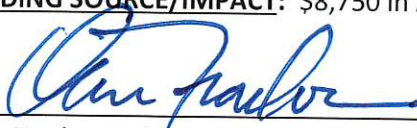
BRIEF SUMMARY:

Helping Hands of Haywood has provided the Town with a written report of how they have spent their previous ARP Funding installment of \$8,750. This money is used for the sole purpose of providing temporary housing for individuals experiencing homelessness. If the Board is satisfied with the report provided to them by Helping hands of Haywood, then staff is asking for their direction in whether to provide Helping Hands of Haywood the second installment of American Relief Plan funding.


MOTION FOR CONSIDERATION:

Motion to approve the third installment of American Recovery Plan funding to Helping Hands of Haywood for the sole purpose of providing temporary housing to individuals experiencing homelessness in the amount of \$8,750

FUNDING SOURCE/IMPACT: \$8,750 in American Recovery Plan funding



Dean Trader, Assistant Finance Director



Date

ATTACHMENTS:

- Helping Hands of Haywood Written Report
- Helping Hands of Haywood Letters of Recommendation

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Dear Board of Alderman and Mayor,

Helping Hands of Haywood is pleased to share the outcome of our second quarter increment from the American Rescue Plan funding that we have been generously awarded by the Town of Waynesville. Attached you will find receipts for hotel room stays totaling 192 nights. We were left with \$41.32 from our previous increment, giving us a total sum of \$8,791.32 for hotel shelter. We spent \$8,784.10 on 192 nights of hotel shelter, leaving a remainder of \$7.22. The remaining funds are not enough to provide further shelter, and will be added to the next increment of funding for hotel shelter. We have exceeded expectations by providing more shelter than we originally estimated, with an overall average between both quarters of less than \$46 per night.

Exposure from freezing weather can cause death or serious illness. Some participants were in shelter because they are not permitted at Haywood Pathways Center, and were at high risk for death or injury from exposure/freezing weather. Some other participants were in shelter with Helping Hands due to Haywood Pathways Center being unable to take them because of quarantine at Haywood Pathways Center from a Covid-19 outbreak, or having no space left in their family dorm. Other participants were not able to stay at Pathways due to various other circumstances such as having a service dog, or having medical issues that conflict with congregate living such as dementia, paranoid schizophrenia, and other severe mental illnesses. All participants were residents of the town of Waynesville, and were able to present us with identification. We are working diligently with other providers to permanently place our most vulnerable cases in facilities and housing opportunities that they are eligible for. We do our best to help these clients obtain medical insurance and other benefits, which are major factors in certain assisted living and other housing opportunities.

Meridian Behavioral Health visits many of the participants in hotel shelter, ensuring they get mental health assessments, employment specialist sessions, therapy, substance use treatment, medication assistance appointments, rides to appointments, and peer support. Lunch is delivered to most participants daily, and there is a food pantry and clothing closet that participants can access when needed. Transportation is provided for most participants during weekdays, ensuring they have access to services in town, and a way back to their hotel rooms at the end of the day. We collaborate with the Haywood County Jail, local law enforcement, local churches, The National Parks Service, and Haywood Regional Hospital to provide services when needed during regular business hours, evenings, and weekends.

We have had great success with this program, and are motivated to continue being a "step one" or "stepping stone" for people in need of housing. We appreciate your support, and look forward to continuing to help our Waynesville neighbors experiencing life without a home.

Nicole Kott

Executive Director

Helping Hands of Haywood

(828) 508-3420

Haywood County Sheriff's Office

GREG CHRISTOPHER
Sheriff

31 March 2021

TO WHOM IT MAY CONCERN:

As the Sheriff of Haywood County, I would like to mention some issues here in our county that we are looking to "Helping Hands of Haywood" to assist not only law enforcement (LEO) with, but also our Emergency Medical Services ambulance teams (EMS) and our county's Emergency Operations Dispatch Center (EOC/911).

We have been inundated with people in our county that are calling the EOC/911 Center asking for help for issues such as being unsheltered or knowing someone who is unsheltered and because of our mountain weather being so unpredictable, it is imperative law enforcement or EMS respond to the call. Unfortunately, without the help of "Helping Hands of Haywood" assisting, there is normally nothing that can be done to assist.

We are also dealing with an overabundant of mental health calls where someone has been removed from a residence, many times no fault of their own, and they reach out for a place to stay. As I have described both of these situations, may I also mention that the individuals I am talking about has not committed a crime so they cannot be arrested and placed in our county's detention center nor do they qualify to be transported by EMS just because of their mental state of mind.

Our county is truly lacking resources available to address these issues and concerns but we have seen that when "Helping Hands of Haywood" has the resources, they have been extremely effective in helping those that can't help themselves. When "Helping Hands of Haywood" addresses this group's needs, they are also assisting LEO's, EMS and EOC/911.

This group has a heart of compassion and empathy for the community that we rarely see. They are diligent and relentless in attempting to make all people's quality of life better and for that all emergency services in Haywood County are most appreciative.

Respectfully,



Sheriff Greg Christopher

Haywood County Sheriff's Department
1620 Brown Ave
Waynesville, NC 28786
828 356 2947 office
828 550 2095 cell
Rmarvin64@gmail.com

Rick Marvin CAC, CADC II, ICADC II, NCCPSS
Addiction Counselor / Peer Support
Haywood County Sheriff's Department

January 5, 2022

To whom it may concern:

My name is Rick Marvin and I am the Addiction Counselor here at the Haywood County Detention Center. My focus and job here is to ensure all inmates who require and ask for addiction services, housing, and or mental health support, can and will receive it post release.

We have aligned ourselves with community support agencies and programs who can help us meet these post release goals and needs.

Helping Hands is now one of our partners and supporting programs to help these inmates fulfill needs upon their release. They are a vital support for inmates who are homeless and need assistance as soon as they are released.

If you have any questions or concerns, you can contact me at the number above.

Thanks,

Rick Marvin

1620 Brown Avenue • Waynesville, North Carolina 28786 • (828) 452-6666 • (828) 452-6768 • Emergency "911" • FAX (828) 452-6699



Letter

1 message

Jamie Pendergrass <jamie.pendergrass@meridianbhs.org> Thu, Jan 6, 2022 at 8:50 AM To: helpinghandsofhaywood@gmail.com <helpinghandsofhaywood@gmail.com>

To whom it may concern,

For the past several months, the Community ACE team has had the opportunity to work with Helping Hands of Haywood. Together, we have built a strong relationship, that has connected a good number of individuals with much needed services to potentially improve their quality of life. They have worked with us as a partnership by allowing our agency, Meridian Behavior Health, to visit their location weekly to connect and engage with clients to ensure their needs are met. Helping Hands of Haywood continues to support their clients tirelessly.

Thank you,

Jamie Pendergrass

Meridian Behavioral Health Services

Peer Support Specialist

Phone Number: 828-508-3636

"For ye have need of patience, that, after ye have done the will of God, ye might receive the promise." - Hebrews 10:36

**TOWN OF WAYNESVILLE BOARD OF ALDERMEN
REQUEST FOR BOARD ACTION
Meeting Date: March 22, 2022**

SUBJECT:

AGENDA INFORMATION:

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

BRIEF SUMMARY:

Haywood Pathways is hosting their "4th Annual empty Bowls". This is a fundraiser for the Haywood Pathways Center where attendees select a bowl that is handcrafted by local artists and are served soup, bread, and desserts from local restaurants. The Mayor is requesting that the Town of Waynesville sponsor the event at a silver level equaling \$1,000.

MOTION FOR CONSIDERATION:

Motion to approve a sponsorship for the Haywood Pathways Center's 4th Annual Empty Bowls Fundraiser.

FUNDING SOURCE/IMPACT:

\$1,000 from Special Appropriations



Dean Trader, Assistant Finance Director



Date

ATTACHMENTS:

- Event Flyer and Sponsorship Information

MANAGER'S COMMENTS AND RECOMMENDATIONS:

Haywood Pathways Center's 4th Annual

Empty Bowls

Presented by



Join us for a meal to help fight Hunger and Homelessness in our community!

Thursday, March 24, 2022

Long's Chapel UMC, Clyde

5:30-8:00pm

VIP Admission at 5:00pm available

Attendees select a bowl handcrafted by local artists and enjoy a meal of various soups, bread and dessert provided by local restaurants. VOTE for your favorite soup!

This year, **Fuego** will be defending their title!

The bowl guests take home serves as a reminder of all of the empty bowls in our community as well as the warm hearts that work to fill them.

TICKETS

ALL Tickets are Advance Purchase ONLY

VIP Admission: \$40/adult

General Admission: \$30/adult

VIP Reserve Table (for 6): \$500

Visit www.haywoodpathwayscenter.org or come by 179 Hemlock Street in Waynesville to purchase tickets.

Questions? 828-246-0332

Smoky Mountain Group
INDEPENDENT INSURANCE AGENT

WNC Bridge Foundation
A PARTNERSHIP FOR HEALTH

Harrah's
CHEROKEE
CASINO RESORT

SONOCO

L.N. DAVIS
INSURANCE AGENCY

HAYWOOD
REGIONAL MEDICAL CENTER

Both Brown
PHOTOGRAPHY

ARNOLD HILL

HAYNES
HAYNES CORPORATION

CROMPTON'S

VETERANS
SERVICES OF THE CAROLINAS

Smoky Mountain
news

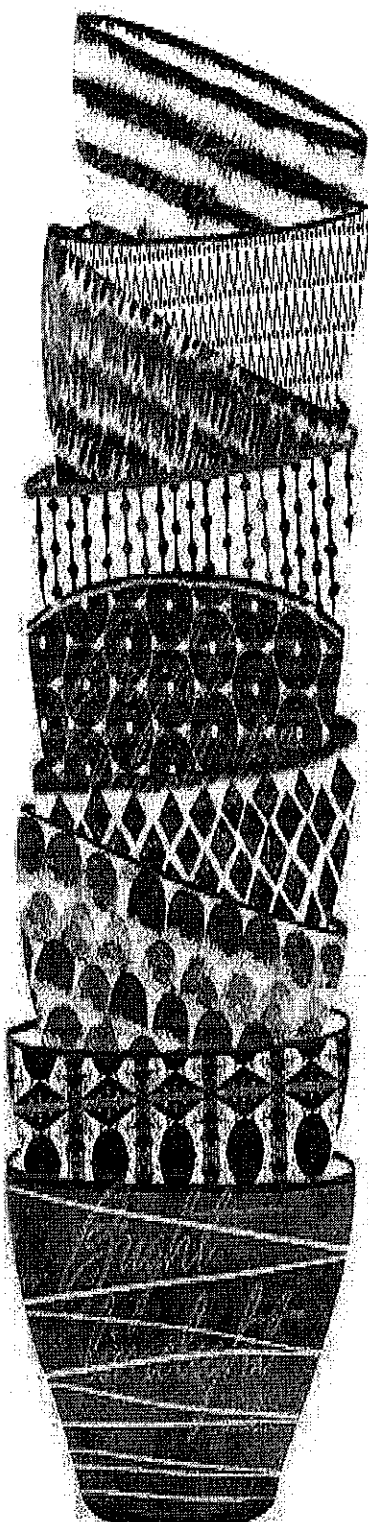
SPIRIT
TRUTH

WOW

WOW

NCC

LONG'S CHAPEL
PEACH • GROW • SERVE



Presenting Sponsor: \$4,000

- Two Reserved Tables (for 6 each)
- Name and Logo Prominently Displayed on Marketing
- Recognition in All Press Releases
- Opportunity to Speak During the Program on Event Night
- VIP Bowl Selection
- Acknowledgement on Pathways' Website to Include Logo and Link
- Acknowledgement on Pathways' Facebook Page
- Acknowledgement in the Event Program and Event Night Media

Gold Sponsor: \$2,000

- One Reserved Table (for 6)
- VIP Bowl Selection
- Acknowledgement on Pathways' Website to Include Logo and Link
- Recognition on Pathways' Facebook page
- Acknowledgement in the Event Program and Event Night Media

Silver Sponsor: \$1,000

- One Reserved Table (for 6)
- VIP Bowl Selection
- Recognition on Pathways' Facebook Page
- Acknowledgement in the Event Program and Event Night Media

Bronze Sponsor: \$500

- One Reserved Table (for 6)
- VIP Bowl Selection
- Acknowledgement in the Event Program and Event Night Media

Haywood Pathways Center is a faith-based 501c3 non-profit organization providing emergency shelter and short-term housing for those experiencing homelessness in Haywood County. All contributions to Pathways are fully tax deductible to the extent allowed by law. Our tax EIN is 47-2608669.

If you are interested in an annual premier sponsorship opportunity, please contact David at david@haywoodpathways.org for more information.

Haywood Pathways Center
179 Hemlock Street, Waynesville, North Carolina 28786
828-246-0332,
www.haywoodpathwayscenter.org

March 9, 2022

Town of Waynesville
Waynesville, NC 28786

Re: 2022 4th Annual Haywood Pathways Center Empty Bowls Dinner – Sponsor Request

Haywood Pathways Center invites you to be a sponsor for our **4th Annual Empty Bowls Dinner** to be held on **Thursday, March 24, 2022**, at Long's Chapel UMC in Waynesville. Pathways remains a self-funded faith-based 501c(3) non-profit organization. Our mission is, *"In Christ's name, feed the hungry, house the homeless, and reduce recidivism in Haywood County."* Pathways provides emergency shelter and short-term housing to men, women and families experiencing homelessness in Haywood County. In the past two years over 100 children and teens have been residents with their families in our family dorm. From three meals a day, referral to professional services, laundry facilities, full time case management, recovery services in the Haywood County Detention Center, and 24/7/365 support, Pathways is committed to helping those seeking a positive life transformation to accomplish that change.

Pathways supports individuals in crisis break destructive cycles and build new positive foundations. We provide the basic needs of food, shelter, and safety, but also provide person-centered and holistic case management to assist our residents in accessing resources and support services to achieve recovery, learn life skills, and obtain employment and housing.

Pathways appreciates your generous sponsorship which helps us continue providing critical services to those in need in Haywood County. Thank you in advance for your support.

Thank you for your consideration,

Mandy Haithcox
Executive Director

SPONSORSHIP LEVELS